



## **AMENDED AGENDA**

### **Queen Creek Town Council Regular Session**

Community Chambers, 20727 E Civic Parkway

March 16, 2022

6:30 PM

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

*The public can continue to watch the meeting live streamed at [QueenCreek.org/WatchMeetings](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 March 16, 2022 Town Council meeting:*

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

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

*The Mayor or other presiding officer at the meeting may change the order of Agenda Items and/or take items on the Agenda in an order they determine is appropriate. Some members of the Town Council and staff may attend electronically.*

- 1. Call to Order:**
- 2. Roll Call:** (Members of the Town Council may attend electronically and/or telephonically)
- 3. Pledge of Allegiance:**
- 4. Invocation/Moment of Silence:**
- 5. Ceremonial Matters (Presentations, Proclamations, Awards, Guest Introductions and Announcements):**
  - A. None.

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

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

1. Downtown Arts and Placemaking Advisory Sub-Committee (March 10, 2022)

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](mailto:PublicComment@queencreek.org) by 6:30 p.m. on March 16, 2022 (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 March 2, 2022 Regular Session minutes. - *New Item*

B. Consideration and possible approval of the "Map of Dedication" for Germann Road, a request by the Cubes at Mesa Gateway LLC and Harris Cattle Co.

C. Consideration and possible approval: 1) to purchase five (5) ambulance vehicles along with related equipment, including; gurney and patient loading system, mobile and portable radios, and mobile computer terminals (MCT) in an amount not to exceed \$1,975,527 though cooperative purchase contracted vendors: 2) authorizing the Town Manager to finalize and execute any and all agreements and/or contracts necessary to provide for fully equipped and operational ambulances consistent with this approval; and 3) for related budget adjustments.

D. Consideration and possible approval of Professional Services Project Work Order No. 1 with TY Lin International for the engineering design for Ironwood Road between Germann Road and SR-24, Pecos Road between Ironwood Road and Kenworthy Road and Kenworthy Road between Germann Road and Pecos Road (CIP Project AR100 ASLD Infrastructure Improvements) in an amount not to exceed \$2,795,206 and the necessary budget adjustments.

E. Consideration and possible approval of a First Amendment to the On-Call Project Order 41 with Sunrise Engineering for engineering services as needed increasing the total project order by \$20,000 for a total not to exceed amount of \$44,999 (FY 22 Budgeted Item).

- F. Consideration and possible approval of the second amendment to the Intergovernmental Agreement with Maricopa County Department of Public Health and the Queen Creek Fire and Medical Department for Mass Immunization Services and Administration.
- G. Consideration and possible approval of the Intergovernmental Agreement (IGA) with the Town of Gilbert for fire investigation services.
- H. Consideration and possible approval of an Intergovernmental Agreement (IGA) between Maricopa County and the Town of Queen Creek for the purpose of Animal Sheltering Services.
- I. Consideration and possible approval of an Intergovernmental Agreement (IGA) between Maricopa County and the Town of Queen Creek for the purpose of Animal Control and Enforcement Services in the amount of \$41,113 (contingent on approval of FY 22/23 Budget).
- J. Consideration and possible approval of Amendment 2 to Delegation Resolution 1404-21 authorizing and directing the Town Manager and/or Department Director(s) 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 206th Place (CIP Project #A0210) and Traffic Signal: Ellsworth Loop and Walnut Road (CIP Project #I0039) in an amount not to exceed \$400,000 and the necessary budget adjustments.
- K. Consideration and possible approval of Resolution 1442-22 approving a Development Agreement between the Town, Pinal County and ES America, LLC for the +300 acre site located within the corporate limits of Queen Creek, Arizona and is presently owned by the State of Arizona and will be sold by the Arizona State Land Department at auction pursuant to the ASLD's auction process and authorizing and directing the Mayor, Town Manager, Town Clerk and Town Attorney to negotiate, finalize and execute the Development Agreement and all other documents and instruments and to take such actions as necessary or appropriate to consummate the transactions contemplated by this Resolution. - *New Item*
- L. Consideration and possible approval of Resolution 1444-22 supporting a Foreign Trade Zone designation for the proposed ES America, LLC advanced manufacturing facility; authorizing the Town Manager to enter into an intergovernmental agreement with the City of Phoenix related to the Foreign Trade Zone; and authorizing the Mayor, Town Manager, Town Clerk and Town Attorney to negotiate, finalize, approve and take other actions and execute such other documents as needed to implement the Foreign Trade Zone designation. - *New Item*

- 9. Public Hearing Consent Agenda:** *Matters listed under the Public Hearing Consent Agenda are considered to be routine and will be enacted by one motion and one vote. Please address the Town Council on any items on the Public Hearing Consent Agenda by completing a Request to Speak Card and turn it into the Town Clerk, sending an email to [PublicComment@queencreek.org](mailto: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](http://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 case P21-0246 Desert UTV Conditional Use Permit, a request from Jon Gillespie, Pew & Lake, PLC, for a Conditional Use Permit (CUP) to allow for the service and outdoor storage of Recreational Vehicles (RVs) in conjunction with the service of Utility Task Vehicles (UTVs) on approximately 1.14 acres, located within Power Marketplace Business Park, west of the northwest corner of Rittenhouse and Germann roads.
- 10. Public Hearings:** *If you wish to speak to the Town Council on any of the items listed as a Public Hearing, please address the Town Council by sending an email to [PublicComment@queencreek.org](mailto: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](http://QueenCreek.org/WatchMeetings)). Speakers are limited to three (3) minutes each. Only one comment (either by email or by WebEx) per person per Agenda Item will be allowed and comments without identifying name and address will not be read or submitted as part of the written record.*
- A. None.
- 11. Items for Discussion:** *These items are for Town Council discussion only and no action will be taken. In general, no public comment will be taken.*
- A. Update on the Town's Capital Improvement Project program.
- 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](mailto: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](http://QueenCreek.org/WatchMeetings)). Speakers are limited to three (3) minutes each. Only one comment (either by email or by WebEx) per person per Agenda Item will be allowed and comments without identifying name and address will not be read or submitted as part of the written record.*
- A. Consideration and possible approval of a motion to approve or deny approval of the use of Mortgage Credit Certificates issued by the Industrial Development Authority of the County of Pima with respect to mortgage loans on single family residences within the Town of Queen Creek pursuant to the Notice of Intent received March 1, 2022.

**13. Adjournment:**

I, Maria Gonzalez, do hereby certify that I caused to be posted this 15th day of March 2022, the Agenda for the March 16, 2022 Executive Session of the Queen Creek Town Council at Town Hall and on the Town's website at [www.QueenCreekAZ.gov](http://www.QueenCreekAZ.gov).

---

Maria E. Gonzalez, CMC  
Town Clerk

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



TOWN OF  
**QUEEN CREEK**  
ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL  
**THROUGH:** JOHN KROSS ICMA-CM, TOWN MANAGER  
**FROM:** MARIA GONZALEZ CMC, TOWN CLERK  
**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF THE MARCH 2, 2022 REGULAR SESSION MINUTES. - *NEW ITEM*  
**DATE:** March 16, 2022

---

**Suggested Action:**

To approve the draft minutes as presented.

**Alternatives:**

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

**Attachment(s):**

1. [Minutes 03-02-22.pdf](#)



**Minutes**  
**Town Council Regular Session**  
Community Chambers, 20727 E. Civic Parkway  
Wednesday, March 2, 2022  
6:30 PM

**1) Call to Order:**

The meeting was called to order at 6:30 p.m.

**2) Roll Call:**

**PRESENT:**

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

**3) Pledge of Allegiance:**

Led by Mayor Barney.

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

A moment of silence was observed for first responders and men and women in uniform that are keeping our country safe, as well as those in Ukraine fighting against an invasion and those in Russia opposing a war.


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

5.A) ALA Queen Creek High School Concert Choir (Performing the Star Spangled Banner and The Battle Hymn of the Republic)

Choir Director Dawnette Palmer, introduced the choir and noted their plans to represent Arizona at the 100th Anniversary of the Lincoln Memorial in Washington D.C. She noted that donations for their trip are welcomed and can be made at the Queen Creek ALA Campus.

**6) Committee Reports:**

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

[Committee Reports - 03-02-2022.pdf](#) 

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

1. Economic Development Commission (February 23, 2022)

Shane Randall, Chairman of Economic Development Commission (EDC) provided a summary of the February 23rd EDC meeting where two new members (Aric Bopp and Nate Knight) were introduced. Ward Nichols, a long-time EDC member was thanked for his many years of service. Public Works Director Mohammed Youseff presented on the Small Area Transportation Study which will address the impact of population and job growth in the study influence area. The commission discussed ideas for the upcoming Economic Development Summit, which will highlight Economic Development in Queen Creek and future business opportunity growth within the Town. Staff finalizing the invites aimed at developers and prospective employers. The next EDC meeting will be held on March 23, 2022.

7) **Public Comments:**


Mr. Jason Comaianni, 22251 E Stone Crest Court, Queen Creek - addressed his concerns of oversized parking in residential areas. He expressed how great Town staff has been in their discussions. He noted the Town Code does not prohibit large vehicle parking, but the Zoning Ordinance does. He asked the Town Council to amend Article 9 of the Town Code to address the issue.

8) **Consent Agenda:**

8.A) Consideration and possible approval of the February 16, 2022 Regular Session minutes.

**Department:** Town Clerk's Office

[Staff Report](#) 

[Draft Minutes 02-16-22.pdf](#) 

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

1. Arcosa Aggregates dba SW Rocks - Concrete Sand for Cutting Events: \$50,000 (HPEC)  
**[PULLED FOR A SEPARATE VOTE]**

2. Fleet Fueling - Town Wide Fuel Purchase: \$125,000 (Town-Wide)

3. Horrocks - Contract Administration and Inspection Services: \$274,000 (CIP)

**Department:** Finance


[Staff Report](#) 

[March 2, 2022 Expenditures over \\$25k.pdf](#) 

8.C) Consideration and possible approval of the appointment of Leah Gumm to the Planning and Zoning Commission.

**Department:** Development Services

[Staff Report](#) 

[Leah Gumm Notice of Interest.pdf](#) 




[Planning and Zoning Commission Terms March 2022.pdf](#) 

- 8.D) Consideration and possible approval of an Intergovernmental Agreement between the Queen Creek School District and The Town of Queen Creek for the construction of a traffic signal at the intersection of Gary Road and Grange Parkway in an amount estimated at \$650,000. (This is an FY 2021/22 Budgeted Item that includes funding from the Town in the amount of \$150,000; \$100,000 from QCUUSD; \$250,000 from Pinal County; and \$150,000 from the Harvest/Developer)

**Department:** Capital Improvement Projects

[Staff Report](#) 

[Site Map Location](#) 


[IGA with QCUUSD for Traffic Signal at Gary Rd and Grange Parkway.pdf](#) 

- 8.E) Consideration and possible approval of a Professional Services Project Order with Stanley Consultants Inc. for the engineering design to widen and improve Germann Road from Meridian Road to Kenworthy Road (CIP Project A2025) in an amount not to exceed \$801,507 and the necessary budget adjustments.

**Department:** Capital Improvement Projects

[Staff Report](#) 

[Site Map Location](#) 

[Project Order](#) 

- 8.F) Consideration and possible approval of a professional services project order with Stantec Consultancy Services, Inc. in an amount not to exceed \$664,780 for engineering design services for Power Road from Chandler Heights Road to Riggs Road, CIP Project A1405. (This is an FY 2021/22 Budgeted Item)

**Department:** Capital Improvement Projects

[Staff Report](#) 

[Site Map Location](#) 

[Site Map](#) 

[Project Order](#) 

- 8.G) Consideration and possible approval of a Cooperative Purchase Agreement with Sentinel Technologies, Inc for the purchase of services and equipment in the amount not to exceed \$350,000 to facilitate real-time monitoring, alerting, consulting, and management of critical systems. This solution will include an annual software maintenance agreement with Sentinel Technologies, Inc., renewable on an annual basis. (FY22 Budgeted Items)

**Department:** Workforce & Technology


[Staff Report](#) 


- 8.H) Consideration and possible approval of Delegation Resolution 1386-21 Amendment 3


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, or agreements for roadway construction, additional construction related services, and right-of-way costs for CIP Project A1505 Meridian Road: Cherrywood Drive to Combs Road and CIP Project A1507 Meridian Road: Queen Creek Road to Germann Road in an amount not to exceed \$3,171,306 and necessary budget adjustments to fully fund the project.

**Department:** Capital Improvement Projects

Staff Report 

Active Roadway Project Exhibit 


Resolution 1386-21 


DR 1386-21 Amendment 3 Estimated Costs- Construction Phase 

- 8.I) Consideration and possible approval of Resolution No. 1445-22 designating the Primary Election and General Election Dates and purposes of the elections; designating the deadlines for voter registration; designating the place and last date for candidates to file nomination petitions; identifying propositions; and authorizing the Town Clerk to enter into an Intergovernmental Agreement with the Maricopa County and Pinal County Elections Department for Election and Voter Registration services.

**Department:** Town Clerk's Office

Staff Report 


Resolution No. 1445-22 


Resolution No. 1445-22\_Spanish 

- 8.J) Consideration and possible approval of Resolution 1446-22 proposing a permanent adjustment to the 1979-80 base expenditure limitation of the Town of Queen Creek to be submitted to the voters of the Town of Queen Creek at the Primary Election on August 2, 2022.

**Department:** Finance

Staff Report 


Resolution 1446-22 


Resolution No. 1446-22\_Spanish 


- 8.K) Consideration and possible approval of Resolution No. 1447-22 granting of a franchise with Southwest Gas Corporation beneficial for the Town of Queen Creek and ordering that at the Primary Election to be held on August 2, 2022 there shall be submit to the voters of the Town of Queen Creek the questions as to whether or not said franchise shall be granted to Southwest Gas Corporation.


**Department:** Town Manager's Office

Staff Report 

Resolution No. 1447-22 

Resolution No. 1447-22\_Spanish 


Franchise Agreement 


Territory Map 

- 8.L) Consideration and possible approval of Resolution No. 1448-22 authorizing the Mayor, Town Manager, Town Clerk and Town Attorney to enter into Intergovernmental Agreements with Maricopa County and Pinal County for 2022 election and voter registration services.

**Department:** Town Clerk's Office

Staff Report 

Resolution No. 1448-22 

Resolution No. 1448-22\_Spanish 

IGA\_Pinal County 

**MOTION:** To approve the Consent Agenda minus Item 8(B)(1).  
**RESULT:** Approved unanimously (7-0)  
**MOVER:** Jeff Brown, Vice Mayor  
**SECONDER:** Robin Benning, Council Member  
**AYES:** Jeff Brown, Vice Mayor, Robin Benning, Council Member, Leah Martineau, Council Member, Dawn Oliphant, Council Member, Emilena Turley, Council Member, Julia Wheatley, Council Member, Gail Barney, Mayor

**MOTION:** To approve Consent Agenda Item 8(B)(1) an Expenditure over \$25k: Arcosa Aggregates dba SW Rocks - Concrete Sand for Cutting Events: \$50,000 (HPEC)  
**RESULT:** Approved (5-2)  
**MOVER:** Jeff Brown, Vice Mayor  
**SECONDER:** Robin Benning, Council Member  
**AYES:** Jeff Brown, Vice Mayor, Robin Benning, Council Member, Dawn Oliphant, Council Member, Julia Wheatley, Council Member, Gail Barney, Mayor  
**NAYS:** Leah Martineau, Council Member, Emilena Turley, Council Member

**9) Items for Discussion:**

- 9.A) Presentation and update by J. Brian O'Neill, Executive Director of the Phoenix-Mesa Gateway Airport.

Mr. O'Neill provided a brief presentation which included information on the recovery of commercial passengers; an overview of nonstop routes, a comparison table of community noise calls (2020-2021); the terminal food, beverage & retail concessions program; the terminal modernization project; an update on the Air Traffic Control Tower; an update on SkyBridge Arizona and its facility, hangar, proposed hotel, and future industrial building sites; APS Hangar/Corporate HQ; Gateway Executive Airpark's Hangar Complex; Gulfstream Aerospace Service Center; Wetta Ventures/Gulfstream Hangar; Gateway East Development; and various Airport construction projects in the queue.

Council Member Benning inquired as to when there would be an update to the Gateway

2030 Plan, to which Mr. O'Neill noted that the Master Airport Plan Update supersedes the 2030 Plan, which was not sanctioned by the FAA, and is available on the Airport's website at [www.gatewayairport.com](http://www.gatewayairport.com).

Council Member Wheatley expressed her appreciation for Mr. O'Neill' acceptance of her invitation and presentation and inquired about what pathways would be offered at EVIT that will support the airport's growth? Mr. O'Neill indicated that Gulfstream invests in local education and EVIT has an aviation program that can be transitioned to Chandler-Gilbert Community College, and then into the job market.

**10) Public Hearing Consent Agenda:**

None.

**11) Public Hearings:**

11.A) Public Hearing and possible action on P22-0009 The Knotty Barn at Rockin R Farms Conditional Use Permit, a request by Ralph Pew, Pew & Lake, PLC, for a Conditional Use Permit for Public Assembly and Outdoor Recreation and Events, located at the southwest corner of 204th Street and Superstition Drive.

**Department:** Development Services

Staff presented on Planning Case P22-0009, followed by a presentation by the applicant, then public comments.

Erik Swanson, Planning Administrator for the Town noted the applicant's request is for a Conditional User Permit (CUP) for public assembly and outdoor recreation and events for 3-years. He briefed the Council on the site plan and shared that a neighborhood meeting was held on November 15, 2021 and had approximately 26 attendees. Concerns raised at the neighborhood meeting related to traffic, noise, clean-up, change to the neighborhood, and setting a precedent. Since the neighborhood meeting, staff received eight (8) emails/letters in support and on at the February 9th Planning & Zoning Commission meeting, there were 20 people that spoke in support and two (2) in opposition of the case. The Planning & Zoning Commission approved the P22-0009 5-2. Since then, staff received several more letters of support and closed his presentation by reviewing the Conditions of Approval (1-6) and the newly added conditions (7-9); 7) all event parking shall be provided onsite; 8) Up to a maximum of three (3) events per week. On the rare occasion of an unexpected circumstance (pandemic, death, illness or travel restrictions, etc), a rescheduled event may cause more than three (3) events in a week. Any exceptions (any additional events) need to be reviewed and approved by the Planning Administrator. No events shall occur onsite between May 15th and September 15th; and #9 Events shall have an end time of 10:00 p.m.

Mr. Ralph Pew attorney for the applicants (Mr/Mrs. Epps) provided an overview of the overview of the Epps property and highlighted the Knotty Barn, the outdoor ceremony area, Epps Residence and Bride's "Getting Ready" house. He introduced the evolution of the Knotty Barn, and noted the applicants request for approval of a CUP for a Place of Public Assembly and Outdoor Recreation and Events in the R1-43 Zoning District and noted the applicants acceptance of the revised conditions.

He referenced the various types of events that have been held, such as weddings, dance recitals, celebrations of life, family reunions, Christmas parties, scouting events, church events, and banquets. He added that the Knotty Barn is a destination for others to learn about a working farm, and that animals are incorporated into other events and ceremonies (agritainment use).

Mr. Pew indicated that property owners are and have been diligent in enforcing rules during events. He added that Knotty Barn was listed in the Top 10 Barn & Farm venues in the state, shared some online reviews and spoke of the positive impact the venue has on local businesses. A parking plan was shared and reviewed the conditions and commitments agreed upon. In response to Council Member Wheatley's question of when the venue will be in compliance, Mr. Pew anticipated by Fall 2022.

Council Member Benning shared his concerns about setting a precedence and expressed his frustration with the applicant for taking on a number of events, and frustration with staff for not issuing a cease and desist order.

Mayor Barney opened the Public Hearing at 7:50 p.m.

The following spoke in favor of Case P22-0009:

- 1) Regan Wright, 20645 E Germann Rd, Queen Creek
- 2) Ashley Baldwin, 20301 E Superstition Drive, Queen Creek
- 3) Nicholas Baldwin, 20301 E Superstition Drive, Queen Creek
- 4) Padmaja Potharaju, 20522 E Superstition Drive, Queen Creek
- 5) Kim Ferreira, formerly resided at 20026 E Superstition Drive
- 6) Blayne Wyler, 20001 E Germann Road, Queen Creek
- 7) Monica Kochari, 20432 E Superstition Drive, Queen Creek
- 8) Henry Juan, 20401 E Superstition Drive, Queen Creek
- 9) Victoria Kochari, 20432 E Superstition Drive, Queen Creek
- 10) Brittney Quig, 19148 E Via de Palmas, Queen Creek
- 11) Jordan Weeks, 20522 E Mayberry Road, Queen Creek
- 12) Julia Knapp, 20316 E Apalloosa Drive, Queen Creek
- 13) Kerry Stevenson, 20646 E Ryan Road, Queen Creek
- 14) Billy Stevenson, 20646 E Ryan Road, Queen Creek
- 15) Janiece Wilson, 20737 E Germann Road, Queen Creek
- 16) Dennis R. Bowden, 20325 E Germann Road, Queen Creek

The following are in favor of Case P22-0009 and submitted a request to include their comments into the public record:

- 17) Mat Curtner, 20022 E Germann Road, Queen Creek - "I approve of this use in our neighborhood. Ray Epps is doing a great job."
- 18) Bryce Hagen, 20633 E Superstition Road, Queen Creek - "I encourage the Council to approve the CUP for the Knotty Barn, it is a great addition to my neighborhood!"
- 19) Luis Ochoa, 20645 E Germann Road, Queen Creek - "In Favor"

The following spoke in opposition of Case P22-0009:

- 1) Eric Kerr, 20202 E Superstition Drive, Queen Creek
- 2) Ruben Valenzuela, 20301 E Superstition Drive, Queen Creek
- 3) Wendy Feldman-Kerr, 20202 E Superstition Drive, Queen Creek
- 4) Stephanie Sandoval 25875 S 227th Way, Queen Creek

Mayor Barney closed the Public Hearing at 8:32 p.m.

Council acknowledged the large number of residents in attendance and their support on this item and agreed that this is a difficult decision. They discussed concerns about setting precedence; accessibility requirements; onsite parking; and maximum capacity in the barn.

Council discussed the three-year term of the Conditional Use Permit (CUP) and had concerns that the CUP is tied to the property and not the business owner. They said that future landowners (if the property sold) might not be as conscientious as the Epps and enforcement mechanisms were discussed.

Planning Administrator Erik Swanson said Council has the ability to adjust the timing

/length of the CUP if desired and said staff could also provide regular updates throughout the term. Mr. Swanson explained the steps if an owner is in violation of the CUP. He said the conditions outlined in the CUP would apply to new owners as well and repeat offenses would have to come back before Council. He said unlike a zoning violation, which goes to court, Council could revoke a CUP for noncompliance.


Council had further discussion on types of events and the number of events allowed per week. They asked for clarification on the definition of an event and if it was determined by number of people in attendance or by type of event. They noted the difference between a large evening wedding in comparison to a family gathering, local school field trip or a gardening club event.


Applicant Robin Epps described the different type of events, overflow parking and number of people in attendance. Ms. Epps indicated there was no interest to do more than three events per week and that events will not exceed 150 people. She said that children's groups are typically 8-20 people and garden classes range from 10-15 people.


Council recommended that a definition for an event be established. Town Attorney Scott Holcomb said the definition could be part of the Conditions of Approval and concurred that amount of people and a commercial event with the exchange of money (rental fees) are good indicators. He said the Council has the ability to add conditions to the CUP if agreeable to the applicant, to which the applicant agreed.

[Staff Report](#) 

[Aerial Exhibit.pdf](#) 

[General Plan Exhibit.pdf](#) 


[Zoning Map Exhibit.pdf](#) 

[Narrative.pdf](#) 

[Site Plan.pdf](#) 

[Parking Plan.pdf](#) 

[Emails of Support.pdf](#) 

[Participation Map.pdf](#) 

**MOTION:** To approve as amended Move to approve P22-0009 The Knotty Barn at Rockin R Farms Conditional Use Permit, subject to the Conditions of Approval outlined in the staff report and to include #7 - All event parking shall be provided onsite; #8 - Up to a maximum of three (3) events per week (an event is considered any commercial activity with the exchanging of monies and/or groups involving thirty (30) or more patrons. On the rare occasion of an unexpected circumstance (pandemic, death, illness or travel restrictions, etc), a rescheduled event may cause more than three (3) events in a week. Any exceptions (any additional events) need to be reviewed and approved by the Planning Administrator. No events shall occur onsite between June 1st and September 15th; #9 - Events shall have an end time of 10:00 p.m.; and #10 - Maximum number of participants of an event shall be limited to 150 participants.

**RESULT:** Approved (5-2)

<b>MOVER:</b>	Jeff Brown, Vice Mayor
<b>SECONDER:</b>	Emilena Turley, Council Member
<b>AYES:</b>	Leah Martineau, Council Member, Dawn Oliphant, Council Member, Emilena Turley, Council Member, Julia Wheatley, Council Member, Gail Barney, Mayor
<b>NAYS:</b>	Jeff Brown, Vice Mayor, Robin Benning, Council Member

**12) Final Action:**

None.

**13) Adjournment:**

The meeting adjourned at 9:43 p.m.

ATTEST:

---

Maria E. Gonzalez, Town Clerk  
TOWN OF QUEEN CREEK

---

Gail Barney, Mayor

I, Maria E. Gonzalez, do hereby certify that to the best of my knowledge and belief, the foregoing Minutes are a true and correct copy of the Town Council Regular Session Minutes of the March 2, 2022 Town Council Regular Session of the Queen Creek Town Council. I further certify that the meeting was duly called and that a quorum was present.

Passed and approved on: \_\_\_\_\_



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

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

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

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF THE "MAP OF DEDICATION" FOR GERMANN ROAD, A REQUEST BY THE CUBES AT MESA GATEWAY LLC AND HARRIS CATTLE CO.

**DATE:** March 16, 2022

---

**Suggested Action:**

To approve the "Map of Dedication" for Germann Road, a request by the Cubes at Mesa Gateway LLC and Harris Cattle Co.

**Relevant Council Goal(s):**

Superior Infrastructure

**Discussion:**

*History:*

December 18, 2019

- Town Council approved Germann Road Annexation (Ordinance 717-19).

*Background:*

The applicant is requesting approval of the Map of Dedication for Germann Road. This portion of Germann Road is situated between Crismon Road and 220th Street. The roadway is being dedicated to accommodate the construction of Germann Road as part of the future The Cubes at Mesa Gateway commercial project located in the City of Mesa. The Germann Road improvements will be constructed with the first phase of the project.

**Fiscal Impact:**

In the future, the Town will be responsible for the maintenance of this portion of Germann Road.

**Alternatives:**

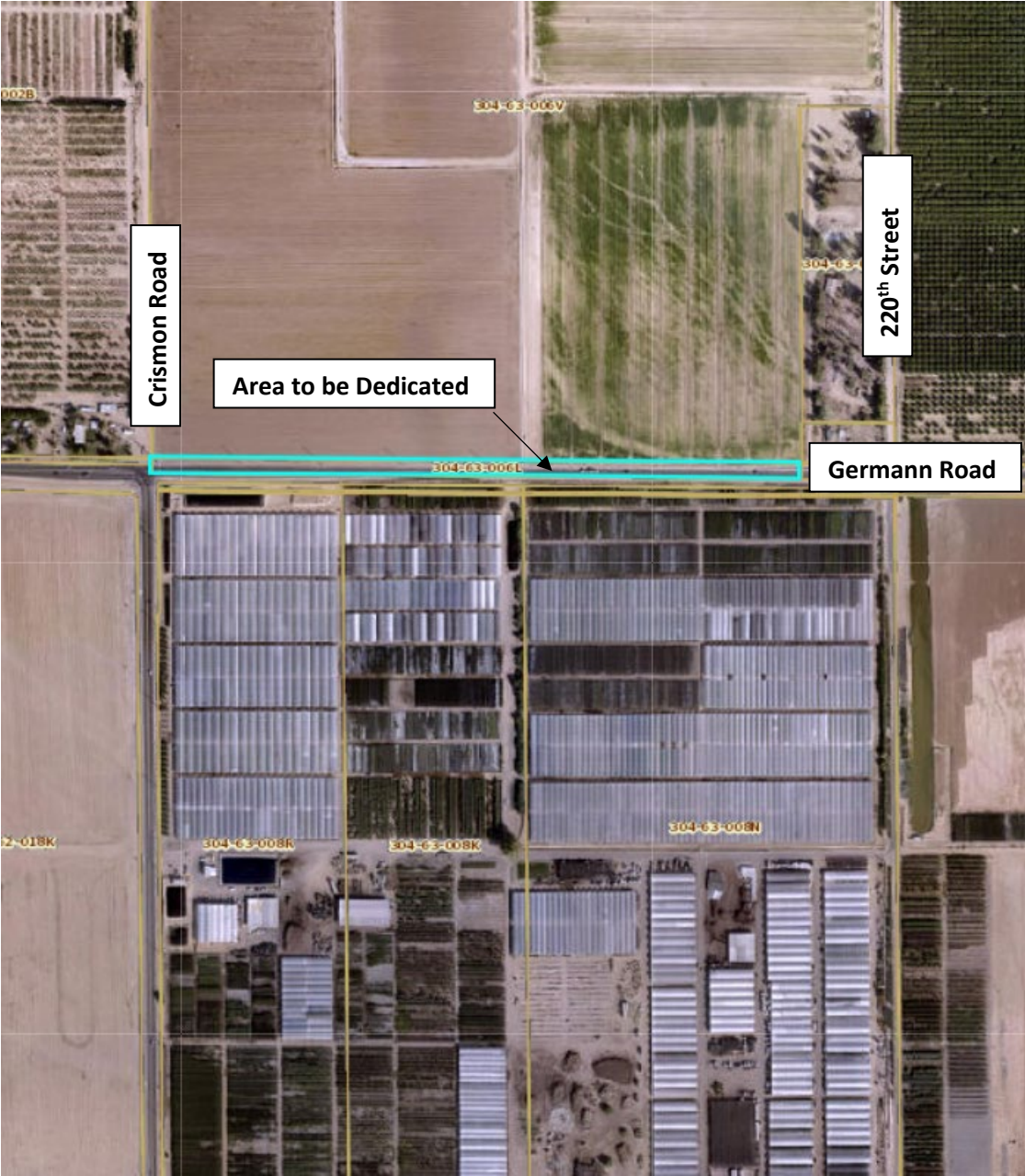
Not to accept the Map of Dedication of Germann Road. If the Town does not accept the Map of Dedication, the roadway will not be improved.



**Attachment(s):**

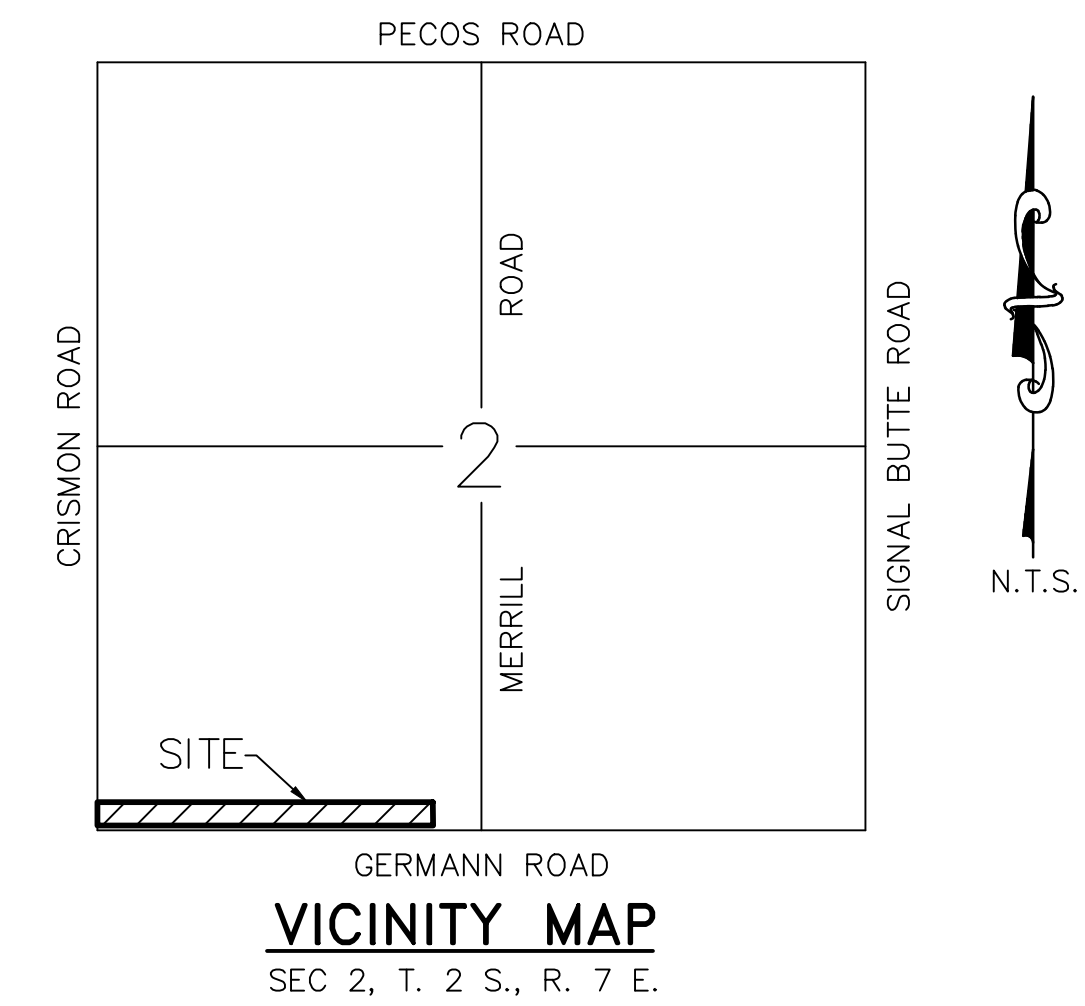
1. [Aerial Exhibit - Germann Road.pdf](#)
2. [Map of Dedication - Germann Road.pdf](#)

# Aerial Exhibit – Germann Road MOD



# MAP OF DEDICATION GERMANN ROAD

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2 AND SOUTHEAST QUARTER OF SECTION 3  
TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE  
GILA AND SALT RIVER MERIDIAN,  
MARICOPA COUNTY, ARIZONA.



GERMANN ROAD  
**VICINITY MAP**  
SEC 2, T. 2 S., R. 7 E.

## DEVELOPER

THE CUBES AT MESA GATEWAY, LLC,  
7800 FORSYTH BLVD, 3RD FLOOR  
CLAYTON, MO 63105  
TELEPHONE: (314) 592-2310  
CONTACT: CHRIS MCKEE

## DEDICATION

STATE OF ARIZONA }  
COUNTY OF MARICOPA } S.S.

KNOW ALL MEN BY THESE PRESENT:

THAT THE CUBES AT MESA GATEWAY, LLC AND HARRIS CATTLE CO, AS OWNERS, DOES HEREBY PUBLISH THIS MAP OF DEDICATION FOR GERMANN ROAD LOCATED IN SOUTHWEST QUARTER OF SECTION 2 AND SOUTHEAST QUARTER OF SECTION 3, RESPECTIVELY, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON, AND HEREBY DECLARES THAT THIS MAP OF DEDICATION SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE STREET.

OWNER HEREBY DEDICATES AND CONVEYS TO THE TOWN OF QUEEN CREEK, IN FEE, ALL REAL PROPERTY DESIGNATED ON THIS PLAT AS "RIGHT-OF-WAY" OR "R/W" FOR USE AS PUBLIC RIGHT-OF-WAY.

THE MAINTENANCE OF THE LANDSCAPING WITHIN THE PUBLIC RIGHT OF WAY (INCLUDING ADJACENT MEDIANS) AND THE PUE ARE THE RESPONSIBILITY OF THE PROPERTY OWNER.

OWNER WARRANTS AND REPRESENTS TO THE TOWN TO BE THE SOLE OWNER OF THE PROPERTY COVERED HEREBY AND THAT EVERY LENDER OR OTHER PERSON OR ENTITY, HAVING ANY INTEREST IN THE LAND ADVERSE TO OR INCONSISTENT WITH THE DEDICATION, CONVEYANCES, OR OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS PLAT HAS CONSENTED TO, OR JOINED IN THIS PLAT, AS EVIDENCE BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE, OR WHICH OWNERS WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS PLAT IS RECORDED.

IN WITNESS WHEREOF:

THE CUBES AT MESA GATEWAY, LLC, AS OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

THE CUBES AT MESA GATEWAY, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: THE CUBES AT MESA SOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: THE CUBES AT MESA DEVELOPER, LLC, A MISSOURI LIMITED LIABILITY COMPANY, ITS MANAGER

BY: CRG SERVICES MANAGEMENT, LLC, A MISSOURI LIMITED LIABILITY COMPANY, ITS MANAGER

BY: \_\_\_\_\_  
CHRISTOPHER P. MCKEE  
CHIEF DEVELOPMENT OFFICER

IN WITNESS WHEREOF:

HARRIS CATTLE CO, AS OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

BY: \_\_\_\_\_

## APPROVALS

APPROVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
MAYOR DATE

\_\_\_\_\_  
TOWN CLERK DATE

## DEPARTMENT APPROVALS

APPROVED BY: \_\_\_\_\_  
TOWN OF QUEEN CREEK ENGINEER DATE

APPROVED BY: \_\_\_\_\_  
TOWN PLANNING MANAGER DATE

## ACKNOWLEDGMENT

STATE OF MISSOURI }  
COUNTY OF ST. LOUIS } S.S.

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME APPEARED CHRISTOPHER P. MCKEE, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE CHIEF DEVELOPMENT OFFICER OF CRG SERVICES MANAGEMENT, LLC, A MISSOURI LIMITED LIABILITY COMPANY, THE MANAGER OF THE CUBES AT MESA DEVELOPER, LLC, A MISSOURI LIMITED LIABILITY COMPANY, THE MANAGER OF THE CUBES AT MESA SOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE MANAGER OF THE CUBES AT MESA GATEWAY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID LIMITED LIABILITY COMPANIES BY AUTHORITY OF THEIR MEMBERS AND MANAGERS, AND SAID CHRISTOPHER P. MCKEE ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANIES.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC

PRINT NAME: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF ARIZONA }  
COUNTY OF MARICOPA } S.S.

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME APPEARED \_\_\_\_\_, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE \_\_\_\_\_ OF HARRIS CATTLE CO, AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID LIMITED LIABILITY COMPANIES BY AUTHORITY OF THEIR MEMBERS AND MANAGERS, AND SAID \_\_\_\_\_ ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANIES.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC

PRINT NAME: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

## REFERENCES

1. RECORD OF SURVEY "PLSS SUBDIVISION" RECORDED IN BOOK 609, PAGE 29, M.C.R.
2. RESULTS OF SURVEY RECORDED IN BOOK 959, PAGE 43, M.C.R.
3. MINOR LAND DIVISION RECORDED IN BOOK 1462, PAGE 4, M.C.R.

## BASIS OF BEARING

THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 7 EAST, G & S R M.

SAID LINE BEARS: NORTH 89 DEGREES 43 MINUTES 09 SECONDS WEST

## INDEX

SHEET 1 COVER SHEET  
SHEET 2 MAP SHEET

## NOTES

1. CONSTRUCTION WITHIN UTILITY EASEMENTS EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES, SHALL BE LIMITED TO UTILITIES, PAVING, AND WOOD, WIRE, REMOVABLE SECTION TYPE FENCING."
2. UTILITY LINES ARE TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION GENERAL ORDER R. (42) 33.
3. ELECTRICAL LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION GENERAL ORDER R-14-2-133.

## LEGAL DESCRIPTION – THE CUBES

THE NORTH 22.00 FEET OF THE SOUTH 55.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA & SALT RIVER MERIDIAN.

EXCEPT THE EAST 333.00 FEET THEREOF.

SAID PARCEL CONTAINS 50,953 SQUARE FEET OR 1.17 ACRES, MORE OR LESS.

## LEGAL DESCRIPTION – HARRIS CATTLE

A PORTION OF A PARCEL DESCRIBED IN DOCKET 4420, PAGE 582, MARICOPA COUNTY RECORDS, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE NORTH 00°35'32" EAST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 22.00 FEET;

THENCE DEPARTING SAID EAST LINE, SOUTH 44°58'17" WEST, A DISTANCE OF 30.77 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL;

THENCE SOUTH 89°24'28" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 22.00' TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 241 SQUARE FEET MORE OR LESS.

## CERTIFICATION

I, BENEDICT J. BAUTISTA, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN; THAT THEIR POSITIONS ARE CORRECT AND ACCURATE AS SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

*B. Bautista*  
BY: BENEDICT J. BAUTISTA, RLS No. 57382 DATE 3-2-22

MAP OF DEDICATION  
GERMANN ROAD  
A PORTION OF  
THE SOUTHWEST QUARTER OF SECTION 2 &  
THE SOUTHEAST QUARTER OF SECTION 3  
T. 2 S., R. 7 E., G. & S. R. M.,  
MARICOPA COUNTY, ARIZONA

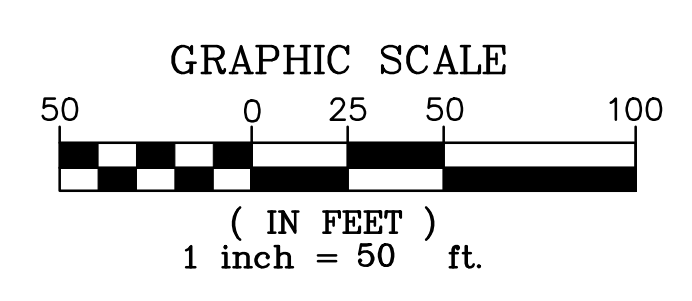


375 E ELLIOT ROAD, SUITE 14  
CHANDLER AZ 85225  
WWW.AZBENCHMARK.COM

**Stock & Associates**  
Consulting Engineers, Inc.

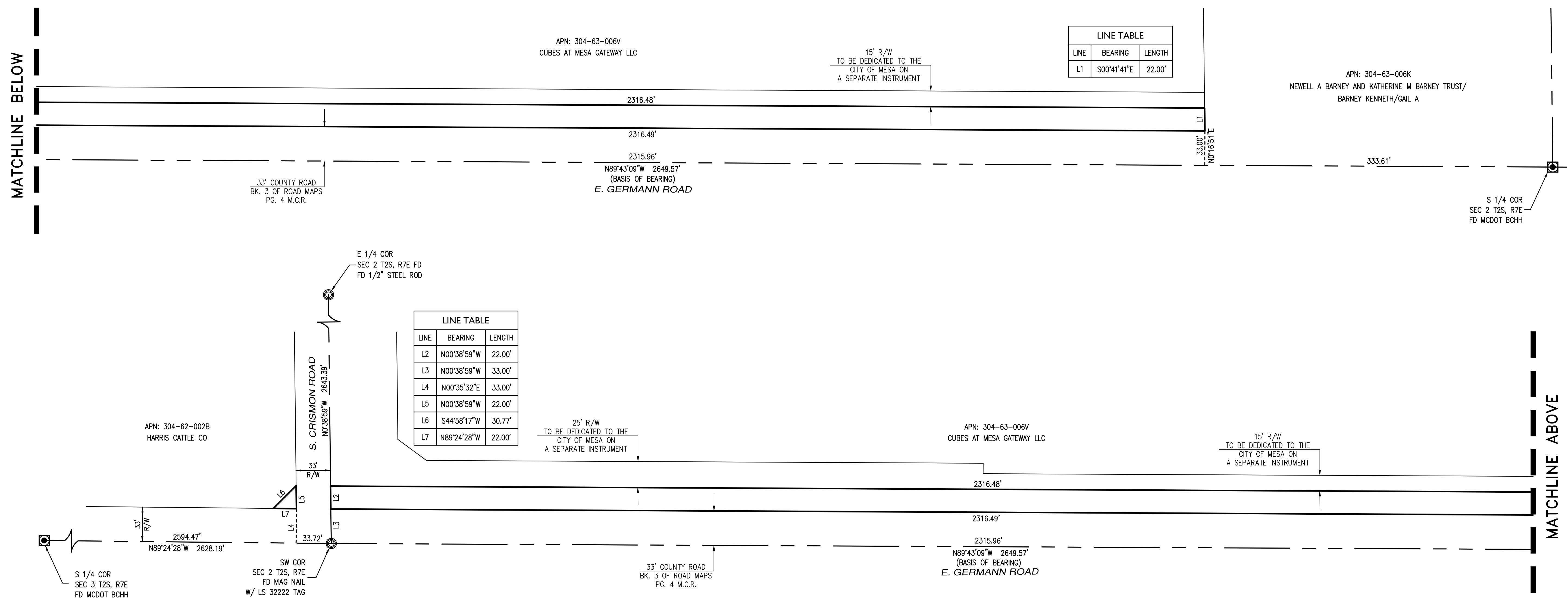
SCALE: N/A  
DRAWN: BJB  
CHECKED: BJB  
DATE: 03-02-22  
JOB NO.: 2021-65

DRAWING NO  
**1**  
1 OF 2



**LEGEND**

- BRASS CAP IN HAND HOLE
- FD. MONUMENT AS SHOWN
- SECTION LINE
- BOUNDARY LINE
- BCHH BRASS CAP IN HAND HOLE
- BCF BRASS CAP FLUSH
- MCR MARICOPA COUNTY RECORDER
- DOC. DOCUMENT
- BK. BOOK
- PG. PAGE
- R/W RIGHT OF WAY
- FD FOUND
- MCDOT MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION



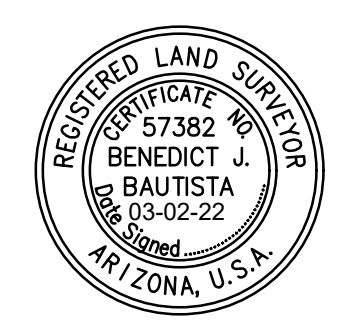
LINE TABLE

LINE	BEARING	LENGTH
L1	S00°41'41"E	22.00'

LINE TABLE

LINE	BEARING	LENGTH
L2	N00°38'59"W	22.00'
L3	N00°38'59"W	33.00'
L4	N00°35'32"E	33.00'
L5	N00°38'59"W	22.00'
L6	S44°58'17"W	30.77'
L7	N89°24'28"W	22.00'

MAP OF DEDICATION  
**GERMANN ROAD**  
 A PORTION OF  
 THE SOUTHWEST QUARTER OF SECTION 2 &  
 THE SOUTHEAST QUARTER OF SECTION 3  
 T. 2 S., R. 7 E., G. & S. R. M.,  
 MARICOPA COUNTY, ARIZONA



375 E ELLIOT ROAD, SUITE 14  
 CHANDLER AZ 85225  
 WWW.AZBENCHMARK.COM

**STOCK & ASSOCIATES**  
 Consulting Engineers, Inc.

SCALE: 1" = 100'  
 DRAWN: BJB  
 CHECKED: BJB  
 DATE: 03-02-22  
 JOB NO.: 2021-65

DRAWING NO  
**2**  
 2 OF 2

USE OF THE INFORMATION CONTAINED IN THIS INSTRUMENT FOR OTHER THAN THE SPECIFIC PURPOSE FOR WHICH IT WAS INTENDED AND FOR OTHER THAN THE CLIENT FOR WHOM IT WAS PREPARED IS FORBIDDEN UNLESS EXPRESSLY PERMITTED IN WRITING IN ADVANCE BY BENCHMARK SURVEYING & CONSULTING. BENCHMARK SURVEYING & CONSULTING SHALL HAVE NO LIABILITY TO ANY USE OF THIS INFORMATION WITHOUT THEIR WRITTEN CONSENT.

David DeAnda



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

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

**FROM: VANCE GRAY, FIRE CHIEF**

**RE: CONSIDERATION AND POSSIBLE APPROVAL: 1) TO PURCHASE FIVE (5) AMBULANCE VEHICLES ALONG WITH RELATED EQUIPMENT, INCLUDING; GURNEY AND PATIENT LOADING SYSTEM, MOBILE AND PORTABLE RADIOS, AND MOBILE COMPUTER TERMINALS (MCT) IN AN AMOUNT NOT TO EXCEED \$1,975,527 THROUGH COOPERATIVE PURCHASE CONTRACTED VENDORS: 2) AUTHORIZING THE TOWN MANAGER TO FINALIZE AND EXECUTE ANY AND ALL AGREEMENTS AND/OR CONTRACTS NECESSARY TO PROVIDE FOR FULLY EQUIPPED AND OPERATIONAL AMBULANCES CONSISTENT WITH THIS APPROVAL; AND 3) FOR RELATED BUDGET ADJUSTMENTS.**

**DATE: March 16, 2022**

**Suggested Action:**

Approve: 1) the purchase of five (5) ambulance vehicles along with the related equipment, including; gurney and patient loading system, mobile and portable radios, and mobile computer terminal (MCT) in and amount not to exceed \$1,975,527 through Cooperative Purchase Contracted vendors; 2) authorizing the Town Manager be authorized to finalize and execute the necessary contracts consistent with the Council's approval; and 3) the corresponding budget adjustments.

**Relevant Council Goal(s):**

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

**Discussion:**

In order to implement the Emergency Transportation System program five ambulance vehicles will need to be purchased. One ambulance will be placed at each of the five fire stations in Queen Creek. Four of the ambulances will be considered front line, fully staffed vehicles that will be used on a day-to-day basis. These four vehicles will be staffed with civilian personnel who will respond to emergency calls and provide patient transportation to hospitals. The fifth ambulance vehicle will not be staffed but can be utilized as a front line vehicle if, or when, there is a need for additional ambulances in Queen Creek and will be temporarily staffed with sworn fire personnel for short-term periods. Queen Creek currently has one existing ambulance vehicle, which will be placed into reserve status and used to maintain service levels as necessary while the front line units are being serviced or maintained. These ambulances will be deployed throughout the Town in order to optimize response times to emergency calls. There is a lead-time of twelve to eighteen months for the purchase and

manufacture of the ambulances. Included in the purchase pricing is the ambulance vehicle, gurney and loading system, as well as the technical equipment and radios required to function in the dispatch system. Funding for additional equipment and other disposable goods, used to fully equip the ambulances, will be included in the FY 2023 budget due to warranty concerns and expiration dates.

Staff is currently researching options that could facilitate a reduction in costs. These options include searching for ambulance units that a vendor might already have in stock and exploring grant opportunities for major equipment purchases later. Some options may not end up being viable due to the aggressive timeline established for ordering the ambulances given the long lead-time involved. The final purchase orders will not exceed the amount requested.

Additionally, staff is requesting that the Town Manager be authorized to execute any and all agreements or contracts necessary to provide for fully equipped and operational ambulances.

**Fiscal Impact:**

This item is not included in the FY21-22 budget. Based upon quotes and information available to date, the funding required to purchase five properly equipped ambulance vehicles and related equipment, including a gurney and patient load system, mobile and portable radios, and mobile computer terminals (MCTs) is estimated to be \$1,975,527. This includes a ten percent contingency amount.

<b>Item</b>	<b>Amount</b>
Ambulances with Gurney & Load System	\$1,628,450
Tech Package	\$167,484
Contingency (10%)	\$179,593
<b>Total</b>	<b>\$1,975,527</b>

A budget adjustment from contingency totaling \$1,975,527 is required to fund this purchase.

**Alternatives:**

Queen Creek Town Council could opt not to approve this purchase. In this instance, the Queen Creek Fire and Medical Department would continue to rely on a third party contractor to provide emergency transportation services.



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

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

**FROM:** DAVE LIPINSKI, CIP DEPARTMENT DIRECTOR

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF PROFESSIONAL SERVICES PROJECT WORK ORDER NO. 1 WITH TY LIN INTERNATIONAL FOR THE ENGINEERING DESIGN FOR IRONWOOD ROAD BETWEEN GERMANN ROAD AND SR-24, PECOS ROAD BETWEEN IRONWOOD ROAD AND KENWORTHY ROAD AND KENWORTHY ROAD BETWEEN GERMANN ROAD AND PECOS ROAD (CIP PROJECT AR100 ASLD INFRASTRUCTURE IMPROVEMENTS) IN AN AMOUNT NOT TO EXCEED \$2,795,206 AND THE NECESSARY BUDGET ADJUSTMENTS.

**DATE:** March 16, 2022

---

**Suggested Action:**

To approve Professional Services Project Work Order No. 1 with TY Lin International for the engineering design for Ironwood Road between Germann Road and SR-24, Pecos Road between Ironwood Road and Kenworthy Road and Kenworthy Road between Germann Road and Pecos Road (CIP Project AR100 ASLD Infrastructure Improvements) in an amount not to exceed \$2,795,206 and the necessary budget adjustments.

**Relevant Council Goal(s):**

Superior Infrastructure - Capital Improvement Program

**Discussion:**

This project proposes final design services for the water and wastewater utilities and roadway improvements for Ironwood Drive between Germann Road and SR-24 (1.25 miles), Pecos Road between Ironwood Drive and Kenworthy Road (1 mile), and Kenworthy Road between Germann Road and Pecos Road (1 mile). The proposed improvements for Ironwood Drive include the addition of a NB travel lane. The Pecos Road and Kenworthy Road improvements include a five lane major arterial standard cross section. The proposed improvements along Ironwood Drive will tie into future facilities to be designed concurrently by Stanley Consultants. The proposed improvements along Kenworthy Road will tie into the existing roundabout at Germann Road. Included as part of these services is the completion of detailed drainage analysis and design, traffic study and traffic signal design, street lighting and ITS design, landscaping and irrigation, geotechnical analysis, utility design and permitting. The \$2,795,206 includes a fifteen percent (15%) contingency to cover unanticipated items that may arise.

**Fiscal Impact:**

The total engineering design cost not to exceed \$2,795,206 includes the contract amount plus 15% contingency for possible unanticipated services. Project AR100 ASLD Infrastructure Improvements was not included in the FY 2021/22 Adopted Budget, and a budget adjustment of \$2,795,206 from the FY 2021/22 CIP Contingency will be needed. The following table summarizes the budget transfer required to fund this contract:

<b>Project</b>	<b>Name</b>	<b>Engineering Design Costs</b>	<b>FY 2021/22 Adopted Budget</b>	<b>Contingency Required</b>
AR100	ASLD Infrastructure	\$2,795,206	\$-	\$2,795,206

The funding sources for the project have not yet been solidified. Likely it will be a combination of construction sales tax, impact fees and operating funds.

**Alternatives:**

The Town Council could choose not to move forward with the design of the Ironwood Road Improvements at this time. The long term impact of this decision would be affecting the agreement with the Arizona State Land Department Agreement between the Town.

**Attachment(s):**

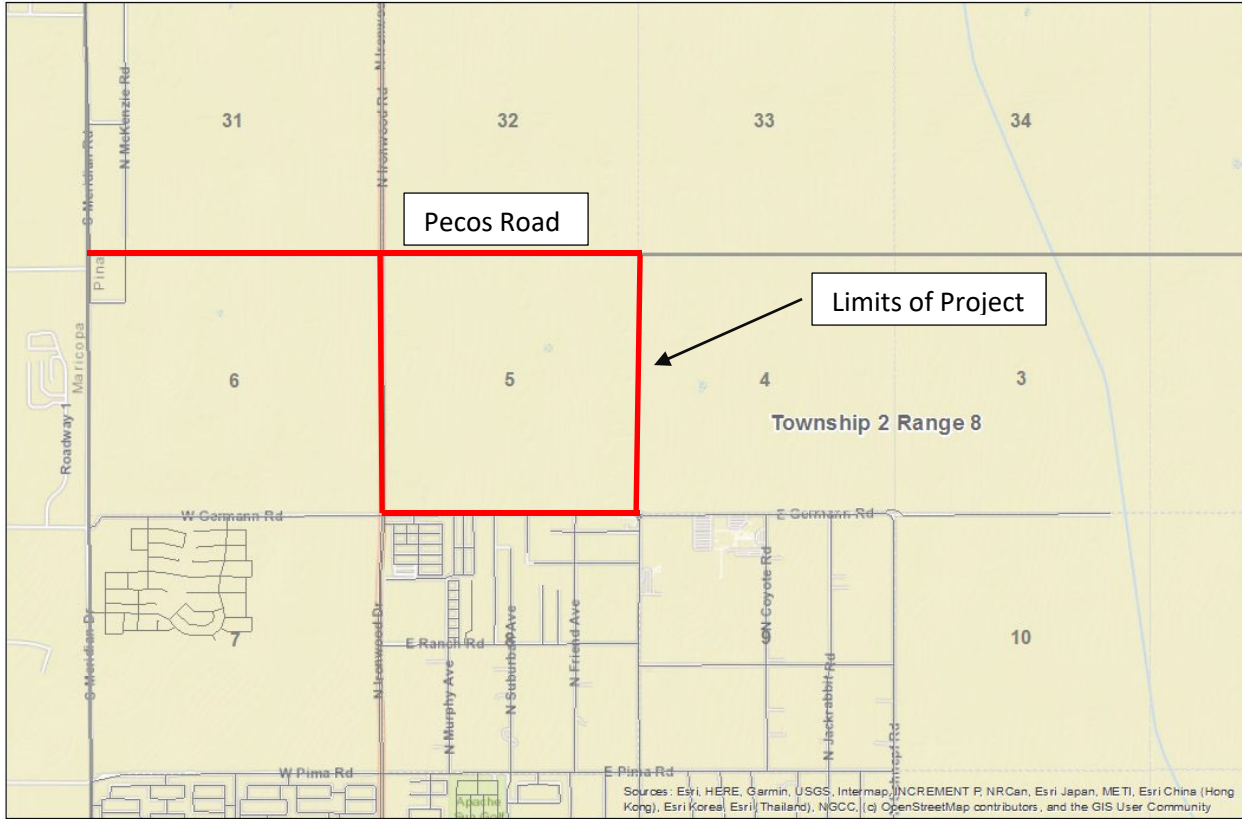
1. [Site Location Exhibit](#)
2. [TY Lin International Project Order](#)



# Site Location Exhibit



Pinal County Assessor Parcel Viewer · Assessor Douglas J. Wolf



Pinal County Assessor's Office  
PO Box 709  
31 N Pinal St  
Florence, AZ 85132  
520.866.3361  
assessor@pinalcountyz.gov

**Disclaimer:** Pinal County does not guarantee that any information contained within this dataset or map is accurate, complete, or current. This data is for informational use only and does not constitute a legal document for the description of these properties. The Pinal County disclaims any responsibility or liability for any direct or indirect damages resulting from the use of this data. The boundaries depicted within this dataset or map are for illustrative purposes only. Users should independently research, investigate, and verify all information before relying on this map or using this map in the preparation of legal documents.

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community





**PROJECT TASK ORDER PRICE (Not to Exceed): \$2,430,614.06**

1.   X   **Fixed Price:** All-inclusive in the above Project Task Order Price; or
2.   N/A   **Fee plus Costs:** The Project Order Task Fee is in the amount of \$\_\_\_\_\_ to be paid in installments based upon monthly progress reports and detailed invoices submitted by \_\_\_\_\_ in such form as approved by TOWN, to be paid subject to the following limitations:

**a. Documentation of Monthly Progress**

- i. Prior to approval of the preliminary documentation (or \_\_\_% of plans), the billed amount shall not exceed \_\_\_\_\_% of the total Contract Price.
- ii. Prior to approval of the final documentation (or \_\_\_% of plans) deliverable, the billed amount shall not exceed \_\_\_\_\_% of the total Contract Amount.
- iii. If the Services include the preparation of studies, design concepts, or other investigations, progress payments shall not exceed \_\_\_% of the total Contract Amount prior to submittal of the final report deliverables.

**b. Reimbursable Costs:** (Reimbursable costs are at state per diem rates for all travel, lodging, and incidentals.)

- i. The Project Task Order Reimbursable Cost is in the amount of \$\_\_\_\_\_ to be paid based upon monthly progress reports and detailed invoices submitted by \_\_\_\_\_ in such form as approved by TOWN

**c. Other:**

- i. Subcontractor Mark Up will be paid in the following manner: N/A.
- ii. Unique Insurance and/or Bond Requirements: N/A.
- iii. Unique Compliance with Government Provisions: N/A.

**SCOPE OF SERVICES, DELIVERABLES, AND PROJECT SCHEDULE:** Attached Exhibit A

**UNIQUE INSURANCE AND/OR BOND REQUIREMENTS (IF ANY) (Article 11):** Attached Exhibit B.

**PROJECT SPECIFIC CONDITIONS (IF ANY):** Attached Exhibit C.



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

Town of Queen Creek, an Arizona municipal corporation

Approval of Town Council,

Approval of Contract Administrator,

By: \_\_\_\_\_  
Mayor Gail Barney

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

Attest:

\_\_\_\_\_  
Town Clerk, Maria Gonzalez

T.Y. Lin International, an Arizona corporation:

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

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



**PROJECT TASK ORDER # 01**

**EXHIBIT A – SCOPE OF WORK AND PROJECT SCHEDULE**

# EXHIBIT A - SCOPE OF WORK and PROJECT SCHEDULE



**TYLIN** INTERNATIONAL  
engineers | planners | scientists

February 28, 2022

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

Subject: Proposal for Final Design of Ironwood Dr – Germann Rd to SR-24, Pecos Rd – Ironwood Dr to Kenworthy Rd, and Kenworthy Rd – Germann Rd to Pecos Rd  
TOQC Project No. TBD

Dear Mr. Novacek:

TY Lin International (Consultant) is pleased to present this proposal to provide final design services for the paving and widening of Ironwood Drive between Germann Road and SR-24 (1.25 miles), Pecos Road between Ironwood Drive and Kenworthy Road (1 mile), and Kenworthy Road between Germann Road and Pecos Road (1 mile). The proposed improvements for Ironwood Drive include the addition of a NB travel lane. The Pecos Road and Kenworthy Road proposed improvements will be designed in a manner to ultimately provide a uniform Major Arterial standard cross section along Pecos Road and Kenworthy Road within the project limits. Final design services shall also include new water and sewer facilities extensions along both Ironwood Drive and Pecos Rd, as well as new water facilities along Kenworthy Road. The proposed improvements along Ironwood Drive will tie into future facilities to be designed concurrently by Stanley Consultants. The proposed improvements along Kenworthy Road will tie into the existing roundabout at Germann Road with the option of reconstructing the intersection to be a typical signalized intersection.

Included as part of these services is the completion of detailed drainage analysis and design, traffic study and traffic signal design, street lighting and ITS design, landscaping and irrigation, geotechnical analysis, utility design and permitting. Other services such as Surveying/aerial mapping, right-of-way research/base mapping, and legal descriptions for necessary right-of-way and/or easement acquisitions services will be provided to TYLIN by Stanley Consultants as part of a separate contract. In addition, detailed coordination will be necessary with the adjacent active developments to ensure a uniform typical section and access details are discussed and agreed upon. Consultant's design will be completed in full accordance with the Town of Queen Creek CIP Design Progress Submittal Inclusion Requirements.

The following is a summary of professional services to be provided for this project:

- Project Management and Coordination (TYLIN);
- Roadway Design (TYLIN);
- Drainage Design (TYLIN);
- Water & Sewer Design (TYLIN);
- Utility Coordination & Clearance (TYLIN and Cobb Fendley);
- Right of Way Strip Maps (TYLIN);
- Geotechnical Evaluation (Ethos Engineering LLC);
- Traffic Analysis & Design (SWTE);
- Traffic Signal Design (SWTE);
- Street Lighting and ITS (Wright Engineering);
- Environmental Assessment and Jurisdictional Delineation (Logan Simpson);
- Utility Potholing (Cobb Fendley & Associates Inc.);
- Landscaping and Irrigation (Logan Simpson);
- Public Outreach Preparation/Support (TYLIN);
- Post Design Services (TYLIN);



Detailed description for all tasks to be completed by Consultant is contained in the following.

## **Tasks**

### **Task 100 – Data Collection and Field Review**

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

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

Consultant shall obtain as-built plans from the Town and Pinal County for the improvements along Ironwood Drive within the project limits as well as off-site improvements plans prepared by each of the adjacent developments (as applicable). In addition, Consultant shall also obtain any previously completed drainage reports and analysis prepared within the project area including the report, and associated hydrologic models. See Task 42000 for more information. Finally, Consultant shall also obtain all as-built information for Town utility facilities such as Town water and sewer, ITS and other facilities installed.

### **Task 300 – Utility Coordination**

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

- Town of Queen Creek Water & Sewer
- City of Mesa Utilities
- CenturyLink
- EPCOR Water
- MediaCom
- SRP Power
- Western Area Power Administration (WAPA)
- Zayo Group, LLC

Following submittal of 30% plans and estimate for the project, Consultant shall facilitate regular utility coordination meetings with impacted utility owners to identify and resolve potential conflicts.

#### *Utility Coordination Meetings*

Up to eight (8) designated utility coordination meetings will be held for the project following the 30% submittal stage. The first meeting will be held to review proposed pothole locations to obtain concurrence from impacted utility owners prior to the field work commencing (Potholing effort description is provided in Task 32000). It is anticipated that an additional utility coordination meeting will be held following each sequential major milestone



submittal (60%, 90%, 95% and 100%).

#### *Utility Conflicts*

Consultant shall identify potential conflicts between the existing utilities and the proposed project improvements. Consultant shall coordinate with the utility companies to mitigate conflicts. If feasible, Consultant shall adjust proposed improvements to avoid utility conflicts without jeopardizing the project's purpose and goals.

#### *Provide Information to Utility Companies*

Consultant shall provide CAD files in AutoCAD format and project plans in PDF format to utility companies upon request.

#### *Identification of Potholes*

Between the 30% submittal and 60% submittal, Consultant shall identify the needs for utility potholing throughout the project. Consultant shall prepare a comprehensive list of all required utility potholes and shall include locations on the project plans.

Once the pothole results are received, Consultant shall update the horizontal location of utilities as necessary and distribute revised CAD files/pothole results to each of the utility owners. Based on the information obtained from the potholes, Consultant shall identify all utility conflicts that will require adjustment/relocation. Consultant shall add pothole data information received to the plans as part of the 90% submittal.

#### *Utility Relocation*

Where utility relocations are required, Consultant and Town shall work with the utility companies to determine if the relocation of the facilities are to be included as part of the project (by the City's contractor) or prior to construction. Construction costs for any new utilities shall be provided to Consultant for inclusion in the final cost estimate and bid schedule prepared for the project.

#### *Review of Utility Relocation Design Plans*

Consultant and the Town shall review all utility relocation plans to ensure compatibility with the proposed design plans. If the utility relocation work is to be performed by the utility companies prior to the construction of the City's project, Consultant shall include the proposed alignment of the relocated facility in the final construction plans.

### **Task 400 – Project Coordination and Permits**

Consultant shall coordinate with the Town, adjacent developments, adjoining project design Consultants, Pinal County Flood Control District (PCFCD), and other team stakeholders as required to retrieve and share project information throughout the project in an effort to maintain project progress. Regular communication will be necessary with Town Project Manager, additional Town staff (namely Town Right-of-Way staff), Pinal County, designer of the Ironwood Drive and Germann Road Intersection (Stanley Consultants), ADOT, MCESD, and PCFCD for the impacts associated with proposed culvert crossings and culvert extensions.

Additional coordination will be required with Arizona State Land Department (ASLD), and future development in the area regarding project impacts, access details, driveway locations and utility services.

### **Task 500 – Environmental Assessment**

TYLIN Subconsultant, Logan Simpson, will prepare a Biological Technical Memorandum and provide a qualified biologist to conduct on-site reconnaissance-level survey of all three roads. A scoping letter will





be submitted to the Arizona Game and Fish Department (AGFD) to obtain input on the Project related to potential impacts to protected biological resources, habitat connectivity, and mitigation measures that may be recommended to address impacts associated with the proposed improvements.

A detailed description of the Jurisdictional Delineation effort can be seen in the Logan Simpson proposal attached to this Scope of Work.

### **Task 600 – Jurisdiction Delineation**

TYLIN Subconsultant, Logan Simpson, will conduct a field survey of the project area to evaluate the presence/absence and jurisdictional limits of potential Waters of the US (Waters) which would be regulated by the US Army Corps Engineers under Section 404 of the Clean Water Act. Logan Simpson will prepare a Preliminary Jurisdictional Delineation report for the project area.

A detailed description of the Jurisdictional Delineation effort can be seen in the Logan Simpson proposal attached to this Scope of Work.

### **Task 1100 – Survey and Right-of-Way**

Consultant shall prepare Right-of-Way strip maps in conjunction with the 60% submittal stage for the project. **Right-of-Way strip maps will be prepared for what is proposed to be constructed as part of the project.** Right-of-Way strip maps will depict all parcels adjacent to the Ironwood Drive, Pecos Road and Kenworthy Road corridor with each parcel labeled by APN Number. Existing and proposed right-of-way, as well as any easements, will be labeled and dimensioned along each parcel's frontage. Right-of-way and easements that need to be acquired by the Town will be depicted in a different manner than the right-of-way and easements that are being dedicated to the Town by adjacent development. It is anticipated that Right-of-way strip maps will be prepared at 1"=50' scale for easy review and interpretation by Town Right-of-Way staff.

In total, it is anticipated that 9 sheets will be developed as part of this task (3 sheets per road).

Surveying/aerial mapping, right-of-way research/base mapping, and legal descriptions for necessary right-of-way and/or easement acquisitions services will be provided to TYLIN by Stanley Consultants as part of a separate contract.

### **Task 1300 – Supplemental Exhibits**

Consultant shall prepare a total of three (3) supplemental exhibits (one for each road) depicting overall project improvements in conjunction with the 15% submittal and each subsequent submittal for the project (5 total). PDF roll plots will be developed with layers to allow for items to be turned on and off. Existing and proposed right-of-way, as well as any easements, will be labeled and dimensioned along each parcel's frontage. Existing utilities, proposed roadway and utility improvements, typical sections, and any adjacent development site plans will be depicted. It is anticipated that overall project map will be prepared at either 1"=50' or 1"=100' scale for easy review and interpretation by Town Right-of-Way staff. The exhibits will reflect the final design for each road so that it can be utilized during bidding / construction stage of the project.

### **Task 10100 - Roadway Design and Plans**

Consultant shall complete final design of improvements for each of the three roads:

- Ironwood Drive, Germann Road to SR-24
  - Adding 1 additional lane in the northbound direction along Ironwood Drive between Germann Road and SR-24 (approximately 6,300')
  - Includes intersection of Ironwood Drive and Pecos Road
  - An allowance has been established for the design of an additional southbound lane



- Pecos Road, Ironwood Drive to Kenworthy Road
  - Full-street improvements along Pecos Road between Ironwood Drive and Kenworthy Road (approximately 5,280')
  - Includes Pecos Road/Kenworthy Road intersection
- Kenworthy Road, Pecos Road to Germann Road
  - Full-street improvements along Kenworthy Road between Pecos Road and Germann Road (approximately 5,280')
  - Includes Kenworthy Road/Germann Road intersection – adding a 4<sup>th</sup> leg to the existing roundabout
  - An allowance has been established for the design of signalized intersection and removal of existing roundabout

In addition to the roadway design as part of this effort, Consultant shall advance the off-site and on-site drainage design to sufficient detail to identify all needed drainage easements within the project corridor. Design of drainage facilities is described in detail in Section 10200 of this proposal.

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

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

At the Town request, the plans will be developed independently for each roadway as shown below:

Ironwood Drive:

- Cover Sheet (1)
- Town Notes/Legend (1)
- Key Map (1)
- Typical Sections (3)
- Geometric Control Sheets (1)
- Quantity Summary Sheets (1)
- Detail Sheets (5)
- Plan and Profile Sheets (1"=40' scale) (9)
- Intersection Staking Sheets (1) (Ironwood Dr/Pecos Road)
- Median Detail Sheets (3)
- Driveway Detail Sheets (1)

In total, 27 sheets developed for to final sealed PS&E level for the Ironwood Drive proposed improvements as part of this task specific to Roadway Design and Details.



Pecos Road:

- Cover Sheet (1)
- Town Notes/Legend (1)
- Key Map (1)
- Typical Sections (3)
- Geometric Control Sheets (1)
- Quantity Summary Sheets (1)
- Detail Sheets (5)
- Plan and Profile Sheets (1"=40' scale) (8)
- Intersection Staking Sheets (1) (Pecos Road/Kenworthy Road)
- Median Detail Sheets (3)
- Driveway Detail Sheets (3)

In total, 28 sheets developed for to final sealed PS&E level for the Pecos Road proposed improvements as part of this task specific to Roadway Design and Details.

Kenworthy Road:

- Cover Sheet (1)
- Town Notes/Legend (1)
- Key Map (1)
- Typical Sections (3)
- Geometric Control Sheets (1)
- Quantity Summary Sheets (1)
- Detail Sheets (5)
- Plan and Profile Sheets (1"=40' scale) (8)
- Intersection Staking Sheets (1) (Germann Rd/Kenworthy Road)
- Median Detail Sheets (3)
- Driveway Detail Sheets (3)

In total, 28 sheets developed for to final sealed PS&E level for the Kenworthy Road proposed improvements as part of this task specific to Roadway Design and Details.

It is not anticipated that any additional sheet types will be necessary for the project. Specifically excluded from this proposal are the preparation of any Construction Sequencing Plans, Traffic Control Plans and SWPPP Plans (if so requested by the Town, Consultant can prepare an amendment to the contract to complete any of these plan types).

Project cross sections shall also be completed for proposed roadway improvements and submitted initially as part of the 60% milestone submittal and then at each of the subsequent submittals. At the Town's request, an accompanying Earthwork Report can also be provided with submitted cross sections. Cross sections will be annotated with centerline, right-of-way and any easement limit as well as roadway cross slope and grades proposed to daylight into the adjacent topography.

**Task 10200 – Drainage Design and Plans**

Drainage Plans

Final design drainage plans for the improvements along Ironwood Drive, Pecos Road and Kenworthy Road shall be prepared in accordance with the guidelines outlined in the Town of Queen Creek's CIP Design Progress Submittal Inclusion Requirements. The CONSULTANT will extend culverts to intercept and convey design storm flows in accordance with Town and Pinal County standards across Ironwood Road and



Pecos Road. Local channels will be evaluated along Ironwood Drive to eliminate any existing overtopping and excessive ponding to drain towards culvert locations. Scuppers will be used to dewater portions of Ironwood Road and Pecos Road where curb and gutter will be installed. Retention facilities will be provided as scupper outfalls at Pecos Road and Ironwood Drive as necessary. New culverts will be designed across Kenworthy Road, along with local channels to convey offsite flows to culverts to mitigate overtopping.

At the Town request, the plans will be developed independently for each roadway as shown below:

Ironwood Drive:

- Box Culvert Extension Plan and Profile Sheets (3)
- Pipe Culvert Extension Plan and Profile Sheets (9)
- Drainage Details Sheets (2)

In total, 14 Drainage Plan and Detail Sheets for Ironwood Drive are anticipated to be completed as part of this task.

Pecos Road:

- Pecos Road Channel Plans (1"=40') (4)
- Retention Basin Details (8)
- Scupper Profile Sheets (8)
- Drainage Detail Sheets (2)

In total, 22 Drainage Plan and Detail Sheets for Pecos Road are anticipated to be completed as part of this task.

Kenworthy Road:

- Box Culvert Plan and Profile Sheets (3)
- Pipe Culvert Plan and Profile Sheets (9)
- Retention Basin Details (8)
- Scupper Profile Sheets (8)
- Drainage Detail Sheets (2)

In total, 30 Drainage Plan and Detail Sheets for Kenworthy Road are anticipated to be completed as part of this task.

**Task 10300 – Sewer Line Design and Plans**

Consultant shall prepare Improvement Plans at 1"=40' scale for extension of a sewer line along Ironwood Drive between Germann Road and SR-24. In addition, Consultant shall prepare Improvement Plans for extension of a sewer line along Pecos Road between Ironwood Drive and Kenworthy Road. The approximate length of the extended sewer line will be 11,500'. This approx. 11,500' long extension will effectively serve as the sewer line system in this area of the Town. It is anticipated that the Town and developer will provide sewer pipe sizing requirements, as well as a sewer design report. The line will be SDR35 sewer line pipe in accordance with Town Utility Department standards.

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

- Cover Sheet (1)
- Index of Sheets (1)
- Town Notes/Legend/Quantities (1)
- Town Standard Details (3)



- Sewer Line Improvement Plan/Profile Sheets (1"=40') (14)

In total, twenty (20) sheets are anticipated to be prepared as part of this task.

#### MCESD ATC/AOC Permitting

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

#### ATC Submittal:

- Preparation of the ATC Applications for Sewer Extension
- Preparation of the Supplemental Requests for Additional Information Form
- Coordination with Town on Additional Technical Reports that need to be included with application (i.e. Town Master Sewer Report) and approved Plans
- \$500 submittal fee for sewer with assumption that Expedited Review is not required (included as part of the Reimbursable expenses in fee proposal)

#### AOC Submittal:

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

**This task specifically excludes preparation of Sewer Flow/Design Calculations and Report as well as any System Capacity Calculations.**

#### **Task 10400 – Water Line Design and Plans**

Consultant shall prepare Improvement Plans at 1"=40' scale for extension of a water line along Ironwood Drive between Germann Road and SR-24. In addition, Consultant shall prepare Improvement Plans for extension of a water line along Pecos Road between Ironwood Road and Kenworthy Road as well as Kenworthy Road from Pecos Road to Germann Road. The approximate length of the extended water line will be 17,250'. This approx. 17,250' long extension will effectively serve as the water line system in this area of the Town. Included as part of the design will be dipped crossings required to avoid existing utilities. It is anticipated that the Town and developer will provide water pipe sizing requirements, as well as a water design report. The line will be C909 waterline pipe in accordance with Town Utility Department standards.

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

- Cover Sheet (1)
- Index of Sheets (1)
- Town Notes/Legend/Quantities (1)
- Town Standard Details (3)
- Water Line Improvement Plan/Profile Sheets (1"=40') (24)

In total, thirty (30) sheets are anticipated to be prepared as part of this task.



### MCESD ATC/AOC Permitting

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

#### ATC Submittal:

- Preparation of the ATC Applications for Water Extension
- Preparation of the Supplemental Requests for Additional Information Form
- Coordination with Town on Additional Technical Reports that need to be included with application (i.e. Town Master Water Report) and approved Plans
- \$600 submittal fee for water with assumption that Expedited Review is not required (included as part of the Reimbursable expenses in fee proposal)

#### AOC Submittal:

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

**This task specifically excludes preparation of Water System Design Calculations and Report.**

### **Task 10900 –Signing and Marking Design and Plans**

Signing and Marking plan sheets will be developed for the improvements along Ironwood Drive between Germann Road and SR-24, as well as along Pecos Road between Ironwood Drive and Kenworthy Road, and Kenworthy Road from Pecos Road to Germann Road. The signing and marking plan sheets and details will be prepared and submitted in conjunction with the 30% submittal and subsequent submittals. Signing and marking plans shall be prepared and submitted in accordance with the Town's CIP Design Progress Submittal Inclusion Requirements.

At the Town request, the plans will be developed independently for each roadway as shown below:

#### Ironwood Drive:

- Signing and Marking Notes Sheet (1)
- Signing and Marking Sheets (1"=40', Double Loaded) (5)
- Sign Summary Table Sheets (2)

In total, 8 Signing and Marking sheets are anticipated to be completed as part of this task for the Ironwood Drive improvements.

#### Pecos Road:

- Signing and Marking Notes Sheet (1)
- Signing and Marking Sheets (1"=40', Double Loaded) (5)
- Sign Summary Table Sheets (2)



In total, 8 Signing and Marking sheets are anticipated to be completed as part of this task for the Pecos Road improvements.

Kenworthy Road:

- Signing and Marking Notes Sheet (1)
- Signing and Marking Sheets (1"=40', Double Loaded) (5)
- Sign Summary Table Sheets (2)

In total, 8 Signing and Marking sheets are anticipated to be completed as part of this task for the Kenworthy Road improvements.

**Task 21000 – Project Management and Meetings**

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

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

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

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

**Task 22000 – Public Outreach Preparation**

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

**Task 31000 – Pavement Investigation and Geotechnical Services**

TYLIN Subconsultant, Ethos Engineering, will develop a layout plan and obtain up to 9 borings with 8-inch hollow stem augers to a depth of 5-feet or practical refusal at locations within the project limits. Borings will be spaced approximately 1,000' apart in distance.

Collected samples will be analyzed and tested in a laboratory by Subconsultant for use in determining pavement section recommendations. For a detailed list of proposed testing to be completed for obtained



samples, refer to the Ethos Engineering proposal attached to this Scope of Work. In addition, Subconsultant will summarize all field work and testing procedures in a geotechnical evaluation along with pavement recommendations/design factors for use by Consultant in developing the pavement structural system.

TYLIN Subconsultant, Ethos Engineering, will develop a geotechnical exploration report which provides recommendations for the planned section(s) of roadway.

Results of field exploration, field and laboratory tests, engineering analyses, and recommendations will be summarized in a report prepared under the supervision of a Professional Civil Engineer registered in the State of Arizona.

A detailed description of all planned geotechnical report sections can be seen in the Ethos Engineering proposal attached to this Scope of Work.

### **Task 42000 – Drainage Report**

Consultant shall prepare separate drainage reports for each roadway (Ironwood Drive, Pecos Road and Kenworthy Road) in accordance with the criteria outlined in the Town of Queen Creek's Final Drainage Report Review Checklist from the Town's Design Standards and Procedures Manual (2016). At a minimum, each Drainage Report will include the following discussion items:

- Project description
- Project setting including discussion of existing and proposed conditions and drainage issues
- Offsite hydrology Overview with peak flows at culvert locations
- Document past studies and comparison of flows
- Culvert calculations for existing and proposed conditions
- Erosion protection at culverts
- Onsite Rational Method calculations
- Spread, inlet and retention calculations
- Drainage exhibits for offsite flows, onsite flows and drainage improvements
- Summary of findings and conclusions

Culvert extensions and new culverts will be estimated at the 30% level for each roadway with a memorandum documenting the culvert analyses for existing and proposed conditions, which will be incorporated into each 60% Draft Drainage Report. A full Draft Drainage Report will be submitted to the Town for review at the 60% submittal stage for each roadway.

Upon receipt of Town comments, each drainage report will be updated and a Final Drainage Report will be submitted at the 95% submittal stage.

Upon receipt of any remaining Town comments after the 95% submittal, an updated final sealed Drainage Report will be submitted at the 100% submittal stage.

All digital files that are used to generate the calculations, maps, and exhibits shall be provided to the Town as part of the Design Report. These digital files may include, but not limited to, HEC-1 files, HEC-RAS files, FLO-2D files for Hydrology, DDMSW files for River Mechanics, Excel spreadsheets, FlowMaster files, StormCAD files, ArcMap files, digital terrain data, and other software input/output files.

Each Drainage Report will consist of the following subtasks:

#### Hydrology





The Consultant shall document and summarize offsite conditions based upon the review of offsite hydrologic models including current Town and County (Pinal) hydrologic studies and developer prepared studies. Consultant shall prepare hydrologic calculations and exhibits representing the existing conditions based upon a compilation of work that has already been completed. It is anticipated that the East Park FLO-2D study will be used for offsite existing flows reaching Ironwood Drive, Pecos Road and Kenworthy Road. It is not anticipated to update the FLO-2D models or provide additional offsite analyses.

Based on a recent FEMA LOMR approved in 2021, the Zone A floodplains along Ironwood Drive, Pecos Road and Kenworthy Road within the project limits have changed to shaded Zone X floodplains. Submittal to FEMA is not required for culvert extensions into shaded Zone X floodplains.

Rational Method will be used to calculate onsite hydrologic 10-year peak flows for local onsite roadway concentration points along curb and gutter locations.

### Hydraulics

Existing culverts will be analyzed and extended as necessary to accommodate the roadway widening of Ironwood Drive to meet the peak flow requirements per the East Park FLO-2D model. Erosion protection will be designed at culvert inlets and outlets to prevent scour and erosion. New culverts will be analyzed for Pecos Road and Kenworthy Road to maintain existing flow patterns and protect the new roadways.

Channels will be evaluated along Pecos Road to maintain the existing flowpaths while also protecting the proposed onsite retention basins. Lining of the channels may be required to keep the channel from migrating and to prevent erosion. The intent is to keep offsite flows from comingling with onsite retention basins and minimizing maintenance until development occurs along Pecos Road. New local channels will be evaluated along Kenworthy Road to ensure adequate conveyance to cross-culverts.

Spread will meet dry lane requirements where curb and gutter is present. Scuppers are planned to dewater areas where curb and gutter are proposed and concentrate flows. Scuppers will discharge to 100-year, 2-hour retention basins along Pecos Road. After the 60% submittal, one infiltration test will be performed at each retention basin to determine if the basin will drain within 36-hours. If percolation rates are low, either drywells will be proposed to drain the basins within 36-hours or a detention system will be proposed to meter the flows to the adjacent wash/flowpath to dewater the basin within 36-hours.

### **Exclusions:**

- FLO-2D modeling
- Future offsite hydrologic modeling (FLO-2D, HEC-1, HEC-HMS)
- FEMA CLOMR/LOMR
- Floodplain delineations
- 404 Jurisdictional Delineations

### **Task 51000 – Technical Specification, Special Provisions and Estimate Preparation**

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

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



## **Project Allowances**

### **Task 10100 - Roadway Design and Plans (Allowance)**

If requested by the Town, Consultant shall provide the following updates/revisions to the Roadway Design and Plans:

1. Ironwood Drive – Consultant shall update the Roadway Design and Plans to incorporate an additional southbound lane between Germann Road and SR-24 (1.25 miles). Consultant anticipates updates and revisions to the plans, but no additional sheets are anticipated to be developed as part of this task.
2. Kenworthy Road – Consultant shall update the Roadway Design and Plans to incorporate design for the removal of the existing roundabout at the intersection of Kenworthy and Germann Road and re-configure intersection for a typical signalized intersection instead. Additional sheets will be developed as part of this task.

### **Task 10900 – Signing and Marking Design and Plans (Allowance)**

If requested by the Town, Consultant shall provide the following updates/revisions to the Roadway Design and Plans:

1. Ironwood Drive – Consultant shall update the Roadway Design and Plans to incorporate an additional southbound lane between Germann Road and SR-24 (1.25 miles). Consultant anticipates updates and revisions to the plans, but no additional sheets are anticipated to be developed as part of this task.
2. Kenworthy Road – Consultant shall update the Roadway Design and Plans to incorporate design for the removal of the existing roundabout at the intersection of Kenworthy and Germann Road and re-configure intersection for a typical signalized intersection instead. Additional sheets will be developed as part of this task.

### **Task 10500 – Traffic Signal & Interconnect Design and Plans (Allowance)**

TYLIN Subconsultant, Southwest Traffic Engineering, will prepare traffic signal design plans for the following intersections:

1. Ironwood Drive with Pecos Road.
2. Pecos Road and Kenworthy Road
3. Kenworthy Road and Germann Road

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

For each intersection, one (1) sheet will be prepared depicting the proposed traffic signal layout, a second (2<sup>nd</sup>) sheet will be prepared depicting the pole schedule, and a (3<sup>rd</sup>) sheet will be prepared depicting the phasing and conductor schedules. In total, six (6) total signal design sheets per intersection will be prepared as part of this task.

In addition to signal design plans, Subconsultant will also prepare detailed traffic analysis for recommendations for turn lane storage lengths at all three intersections. Traffic analysis



recommendations, as well as results of warrant analysis, will be submitted in detailed Traffic Analysis reports as stated in the Southwest Traffic Engineering proposal attached to this Scope of Work.

As part of this task, TYLIN Subconsultant Wright Engineering will prepare signal Interconnect Plans for all three roads within the project limits (Ironwood Drive, Pecos Road and Kenworthy Road). ITS plans will depict proposed conduit, fiber and pull box locations.

#### **Task 10600 – Lighting Design and Plans (Allowance)**

TYLIN Subconsultant, Wright Engineering will prepare lighting plans for all three roads within the project limits (Ironwood Drive, Pecos Road and Kenworthy Road). Lighting design shall conform to the latest Town standards including street light poles, LED luminaires and construction plan/detail development reflective of current Town/SRP street lighting agreements. As part of the lighting design, Wright Engineering will coordinate with Town and SRP staff to determine a power source for each lighting run and shall coordinate with design team to provide power source to proposed irrigation system components (described further in Task 10800). A detailed description of the street lighting design effort can be seen in the Wright Engineering proposal attached to this Scope of Work.

#### **Task 10800 –Landscape and Irrigation Design and Plans (Allowance)**

TYLIN Subconsultant, Logan Simpson will prepare final 100% level detailed Landscape and Irrigation Design plans for the intersection of Ironwood Drive and Pecos Road, as well as Pecos Road Improvements between Ironwood Drive and Kenworthy Road and Kenworthy Road between Pecos Road and Germann Road. Landscape Design plans will identify the locations of all plans and inert groundcovers, as well as contain a planting legend on each sheet, quantities and a materials schedule. Irrigation Design plans will identify materials and equipment necessary for a fully functional automatic drip irrigation system. Irrigation controller location and power source connection will be coordinated closely with Wright Engineering for all locations that irrigation controllers are proposed. Irrigation system water meter location(s) will be coordinated closely with the Town Utility Department.

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

#### **Task 31000 – Pavement Investigation and Geotechnical Services (Allowance)**

TYLIN Subconsultant, Ethos shall perform up to 9 percolation tests (3 per road). These tests will be located at the bottom of the proposed retention basins.

If requested by the Town, Ethos shall incorporate geotechnical recommendations for the pavement section along Ironwood Drive (southbound).

A detailed description of the additional geotechnical analysis and design effort can be seen in the Ethos Engineering proposal attached to this Scope of Work.

#### **Task 32000 – Utility Potholes (Allowance)**

TYLIN Subconsultant, Cobb Fendley, will provide SUE Level 'B' utility designating services and obtain SUE Level 'A' (Potholing) location for all utilities determined to be potentially in conflict with proposed roadway, drainage, traffic and utility improvements. Potholing locations will be provided by Consultant to Cobb Fendley in conjunction with the 60% milestone submittal and obtained potholing information will be included on 90% plans with potential conflicts mitigated. Cobb Fendley will secure all necessary traffic control permits from Town staff prior to commencement with potholing activities. The fee provided in the Cost Proposal component of this proposal is for up to 20 potholes. If additional potholes are determined to be necessary, Consultant can submit a contract modification for the additional number of potholes



identified. For more detailed information regarding the proposed potholing efforts, see Cobb Fendley proposal attached to this Scope of Work.

#### **Task 53000 – Direct Expenses (Allowance)**

For budgetary purposes, an allowance of \$15,000.00 has been included for reimbursable items such as mileage, copies, mail and delivery services, as well as any permit fees associated with the water and sewer permit fees. All reimbursable items shall be invoiced by the Consultant to the Town at direct cost. Cost data (backup) will be included with the appropriate invoices.

#### **Task 55000 – Unforeseen Design Updates (Allowance)**

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

#### **Task 60000 – Post Design Services (Allowance)**

At the Town's request, Consultant will provide post design services for this project. Anticipated tasks include the following:

- Attend at construction meetings (as requested);
- Respond to questions during bidding process;
- Assist in the preparation of addendums;
- Respond to RFI's;
- Review shop drawings;

#### **Exclusions**

- Arizona State Land Acquisition (to be performed by successful bidder/developer);
- Topo / Survey / Base Mapping (to be provided to TY Lin by Stanley Consultants as part of a separate project);
- Legal Descriptions and Exhibits (to be provided to TY Lin by Stanley Consultants as part of a separate project);
- Environmental Studies (except Biological Technical Memo);
- Construction Sequencing and Traffic Control Plans;
- Storm Water Pollution Prevention Plans;
- Utility Relocation Plans;
- Any other items not specifically described on this proposal;

The total professional fee requested for the completion of these tasks is \$2,430,614.06 (See attached Exhibits 'A-1' thru 'A-3' - Compensation).

A summary table of the Fee can also be found on the following page.



<b>Task Description</b>	<b>Details</b>	<b>Total Fee</b>
Data Collection and Field Review	3.25 miles	\$16,830.00
Utility Coordination	2 miles	\$51,810.00
Project Coordination and Permits	3 segments	\$49,830.00
Environmental Assessment	3 segments	\$8,664.00
Jurisdictional Delineation	3 segments	\$13,089.00
Survey and Right of Way	9 sheets	\$49,500.00
Supplemental Exhibits	3 exhibits	\$62,370.00
Roadway Design and Plans	83 sheets	\$506,110.00
Drainage Design and Plans	64 sheets	\$239,910.00
Sewer Line Design and Plans	20 sheets	\$73,370.00
Water Line Design and Plans	30 sheets	\$110,055.00
Signing and Marking Design and Plans	24 sheets	\$132,550.00
Project Management and Meetings	12 months	\$90,750.00
Public Outreach Preparation	3 meetings	\$31,020.00
Pavement Investigation and Geotechnical Services	3 reports	\$31,348.86
Drainage Reports	3 reports	\$193,050.00
Technical Specifications, Special Provisions and Estimate Preparation	3 documents	\$65,010.00
<b>Base Fee Sub Total</b>		<b>\$1,725,266.86</b>
Roadway Design (Allowance)		\$93,995.00
Traffic Signal & Interconnect Design (Allowance)	3 intersections + 3.25 miles	\$191,459.00
Lighting Design (Allowance)	3.25 miles	\$18,850.00
Landscape and Irrigation Design (Allowance)	2 miles	\$107,258.00
Signing and Marking Design and Plans (Allowance)		\$60,170.00
Pavement Investigation and Geotechnical Services (Allowance)	9 percolation tests & addtl design	\$44,601.20
Utility Potholes (Allowance)	20 potholes	\$39,941.00
Direct Expenses (Allowance)	3 segments	\$15,000.00
Unforeseen Design Updates (Allowance)	3 segments	\$45,000.00
Post Design Services (Allowance)	3 segments	\$89,100.00
<b>Allowances Fee Sub Total</b>		<b>\$705,347.20</b>
<b>GRAND TOTAL</b>		<b>\$2,430,614.06</b>



<b>Task</b>	<b>Task Description</b>	<b>Total Fee</b>
100	Data Collection and Field Review	\$16,830.00
300	Utility Coordination	\$51,810.00
400	Project Coordination and Permits	\$49,830.00
500	Environmental Assessment	\$8,664.00
600	Jurisdictional Delineation	\$13,089.00
1100	Survey and Right of Way	\$49,500.00
1300	Supplemental Exhibits	\$62,370.00
10100	Roadway Design and Plans	\$600,105.00
10200	Drainage Design and Plans	\$239,910.00
10300	Sewer Line Design and Plans	\$73,370.00
10400	Water Line Design and Plans	\$110,055.00
10500	Traffic Signal & Interconnect Design (Allowance)	\$191,459.00
10600	Lighting Design (Allowance)	\$18,850.00
10800	Landscape and Irrigation Design (Allowance)	\$107,258.00
10900	Signing and Marking Design and Plans	\$192,720.00
21000	Project Management and Meetings	\$90,750.00
22000	Public Outreach Preparation	\$31,020.00
31000	Pavement Investigation and Geotechnical Services	\$75,950.06
32000	Utility Potholes (Allowance)	\$39,941.00
42000	Drainage Reports	\$193,050.00
51000	Technical Specifications, Special Provisions and Estimate Preparation	\$65,010.00
53000	Direct Expenses (Allowance)	\$15,000.00
55000	Unforeseen Design Updates (Allowance)	\$45,000.00
60000	Post Design Services (Allowance)	\$89,100.00
	<b>GRAND TOTAL</b>	<b>\$2,430,614.06</b>

\* Total Fee includes optional services + allowances.



Town of Queen Creek				
Company Name	Ironwood Drive	Pecos Road	Kenworthy Road	Total Fee (including allowances)
TY Lin International (Prime)	\$567,910.00	\$580,395.00	\$653,820.00	\$1,983,680.00
<b>Sub Total Prime</b>				<b>\$1,983,680.00</b>
SWTE, LLC (Sub)	\$60,078.00	\$60,003.00	\$60,228.00	\$180,309.00
Logan Simpson (Sub)	\$6,570.00	\$60,877.00	\$61,564.00	\$129,011.00
Ethos Engineering, LLC (Sub)	\$27,948.64	\$24,000.71	\$24,000.71	\$75,950.06
Wright Engineering Corp. (Sub)	\$12,300.00	\$8,850.00	\$8,850.00	\$30,000.00
Cobb Fendley & Assoc. Inc (Sub)	\$31,664.00	\$0	\$0	\$31,664.00
<b>Sub Total Subs</b>	<b>\$138,560.64</b>	<b>\$153,730.71</b>	<b>\$154,642.71</b>	<b>\$445,934.06</b>
<b>Grand Total</b>	<b>\$759,160.64</b>	<b>\$793,415.71</b>	<b>\$878,037.71</b>	<b>\$2,430,614.06</b>

Should you have any questions and/or require additional information, please contact me.

Sincerely,

Carlos Sanchez Soria, P.E.  
Senior Associate  
Transportation Group Manager /  
Senior Project Manager

James Barr, P.E.  
Vice President  
SW Area Sector Manager – Roads + Highways  
Project Manager

Cc: Daniel Fromm, P.E.  
Alex Herting, P.E., C.F.M.

T:\Tempe\Projects\221893.00\200\_MGMT\05\_Contracts\Ironwood and Pecos\Ironwood Dr - Germann Rd to SR24 Pecos Rd Kenworthy Rd Scope.doc

**EXHIBIT A1 - COMPENSATION**  
**TOQC PROJECT NO.**  
**FINAL DESIGN OF IRONWOD DRIVE - GERMANN ROAD TO SR-24**

TASK	DESCRIPTION	SR. PROJECT MANAGER \$80.00		SR. PROJECT ENGINEER \$60.00		PROJECT ENGINEER \$55.00		DESIGN ENGINEER \$50.00		SR. DESIGNER \$45.00		ADMINISTRATIVE \$25.00		SUBCONSULTANT/ VENDOR	TOTAL HOURS	TOTAL DIRECT RATE	OVERHEAD 150.00%	PROFIT 10%	TYLI TOTAL	TOTAL FEE
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$							
<b>BASIC SERVICES</b>																				
100	Data Collection and Field Review			8	\$480.00	8	\$440.00	8	\$400.00	16	\$720.00				40	\$2,040.00	\$3,060.00	\$510.00	\$5,610.00	\$5,610.00
300	Utility Coordination	40	\$3,200.00			40	\$2,200.00	40	\$2,000.00						120	\$7,400.00	\$11,100.00	\$1,850.00	\$20,350.00	\$20,350.00
400	Project Coordination and Permits	24	\$1,920.00	40	\$2,400.00	24	\$1,320.00					16	\$400.00		104	\$6,040.00	\$9,060.00	\$1,510.00	\$16,610.00	\$16,610.00
500	Environmental Assessment													\$2,888.00						\$2,888.00
600	Jurisdiction Delineation (Logan Simpson)													\$3,682.00						\$3,682.00
1100	Survey and Right-of-Way	4	\$320.00			16	\$880.00	24	\$1,200.00	80	\$3,600.00				124	\$6,000.00	\$9,000.00	\$1,500.00	\$16,500.00	\$16,500.00
1300	Supplemental Exhibits	8	\$640.00			24	\$1,320.00	40	\$2,000.00	80	\$3,600.00				152	\$7,560.00	\$11,340.00	\$1,890.00	\$20,790.00	\$20,790.00
10100	Roadway Design and Plans	32	\$2,560.00	56	\$3,360.00	96	\$5,280.00	248	\$12,400.00	400	\$18,000.00				832	\$41,600.00	\$62,400.00	\$10,400.00	\$114,400.00	\$114,400.00
10200	Drainage Design and Plans	16	\$1,280.00	80	\$4,800.00	40	\$2,200.00	120	\$6,000.00	240	\$10,800.00	8	\$200.00		504	\$25,280.00	\$37,920.00	\$6,320.00	\$69,520.00	\$69,520.00
10300	Sewer Line Design and Plans	8	\$640.00			40	\$2,200.00	80	\$4,000.00	140	\$6,300.00	8	\$200.00		276	\$13,340.00	\$20,010.00	\$3,335.00	\$36,685.00	\$36,685.00
10400	Water Line Design and Plans	8	\$640.00			40	\$2,200.00	80	\$4,000.00	140	\$6,300.00	8	\$200.00		276	\$13,340.00	\$20,010.00	\$3,335.00	\$36,685.00	\$36,685.00
10900	Signing and Marking Design and Plans	4	\$320.00	8	\$480.00	40	\$2,200.00	100	\$5,000.00	200	\$9,000.00				352	\$17,000.00	\$25,500.00	\$4,250.00	\$46,750.00	\$46,750.00
21000	Project Management and Meetings	80	\$6,400.00	40	\$2,400.00	40	\$2,200.00								160	\$11,000.00	\$16,500.00	\$2,750.00	\$30,250.00	\$30,250.00
22000	Public Outreach Preparation	4	\$320.00			8	\$440.00	24	\$1,200.00	40	\$1,800.00				76	\$3,760.00	\$5,640.00	\$940.00	\$10,340.00	\$10,340.00
31000	Pavement Investigation and Geotechnical Services													\$10,769.44						\$10,769.44
42000	Drainage Report	20	\$1,600.00	80	\$4,800.00			296	\$14,800.00			16	\$400.00		412	\$21,600.00	\$32,400.00	\$5,400.00	\$59,400.00	\$59,400.00
51000	Technical Specification, Special Provisions and Estimate Preparation	16	\$1,280.00	40	\$2,400.00	24	\$1,320.00	16	\$800.00						96	\$5,800.00	\$8,700.00	\$1,450.00	\$15,950.00	\$15,950.00
<b>SUBTOTAL BASIC SERVICES</b>		<b>264</b>	<b>\$21,120.00</b>	<b>352</b>	<b>\$21,120.00</b>	<b>440</b>	<b>\$24,200.00</b>	<b>1,076</b>	<b>\$53,800.00</b>	<b>1,336</b>	<b>\$60,120.00</b>	<b>56</b>	<b>\$1,400.00</b>	<b>\$17,339.44</b>	<b>3,524</b>	<b>\$181,760.00</b>	<b>\$272,640.00</b>	<b>\$45,440.00</b>	<b>\$499,840.00</b>	<b>\$517,179.44</b>
<b>ALLOWANCES</b>																				
10100	Roadway Design and Plans (SB Lanes)	8	\$640.00	40	\$2,400.00	40	\$2,200.00	80	\$4,000.00	120	\$5,400.00				288	\$14,640.00	\$21,960.00	\$3,660.00	\$40,260.00	\$40,260.00
10500	Traffic Signal & Interconnect Design and Plans (SWTE & Wright Engineering)													\$64,628.00						\$64,628.00
10600	Lighting Design and Plans (Wright Engineering)													\$7,750.00						\$7,750.00
10800	Landscape and Irrigation Design and Plans (Logan Simpson)																			\$0.00
10900	Signing and Marking Design and Plans (Allowance)	4	\$320.00	16	\$960.00	24	\$1,320.00	40	\$2,000.00	80	\$3,600.00				164	\$8,200.00	\$12,300.00	\$2,050.00	\$22,550.00	\$22,550.00
31000	Pavement Investigation and Geotechnical Services (Ethos)													\$17,179.20						\$17,179.20
32000	Utility Potholes (Cobb Fendley)							24	\$1,200.00	40	\$1,800.00			\$31,664.00	64	\$3,000.00	\$4,500.00	\$750.00	\$8,250.00	\$39,914.00
53000	Direct Expenses																			\$5,000.00
55000	Unforeseen Design Updates																			\$15,000.00
60000	Post Design Services	40	\$3,200.00					80	\$4,000.00	80	\$3,600.00				200	\$10,800.00	\$16,200.00	\$2,700.00	\$29,700.00	\$29,700.00
<b>SUBTOTAL ALLOWANCES</b>		<b>52</b>	<b>\$4,160.00</b>	<b>56</b>	<b>\$3,360.00</b>	<b>64</b>	<b>\$3,520.00</b>	<b>224</b>	<b>\$11,200.00</b>	<b>320</b>	<b>\$14,400.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$121,221.20</b>	<b>716</b>	<b>\$36,640.00</b>	<b>\$54,960.00</b>	<b>\$9,160.00</b>	<b>\$120,760.00</b>	<b>\$241,981.20</b>
<b>GRAND TOTAL</b>		<b>316</b>	<b>\$25,280.00</b>	<b>408</b>	<b>\$24,480.00</b>	<b>504</b>	<b>\$27,720.00</b>	<b>1,300</b>	<b>\$65,000.00</b>	<b>1,656</b>	<b>\$74,520.00</b>	<b>56</b>	<b>\$1,400.00</b>	<b>\$138,560.64</b>	<b>4,240</b>	<b>\$218,400.00</b>	<b>\$327,600.00</b>	<b>\$54,600.00</b>	<b>\$620,600.00</b>	<b>\$759,160.64</b>



EXHIBIT A2 - COMPENSATION

TOQC PROJECT NO.  
FINAL DESIGN OF PECOS ROAD - IRONWOD DRIVE TO KENWORTHY ROAD

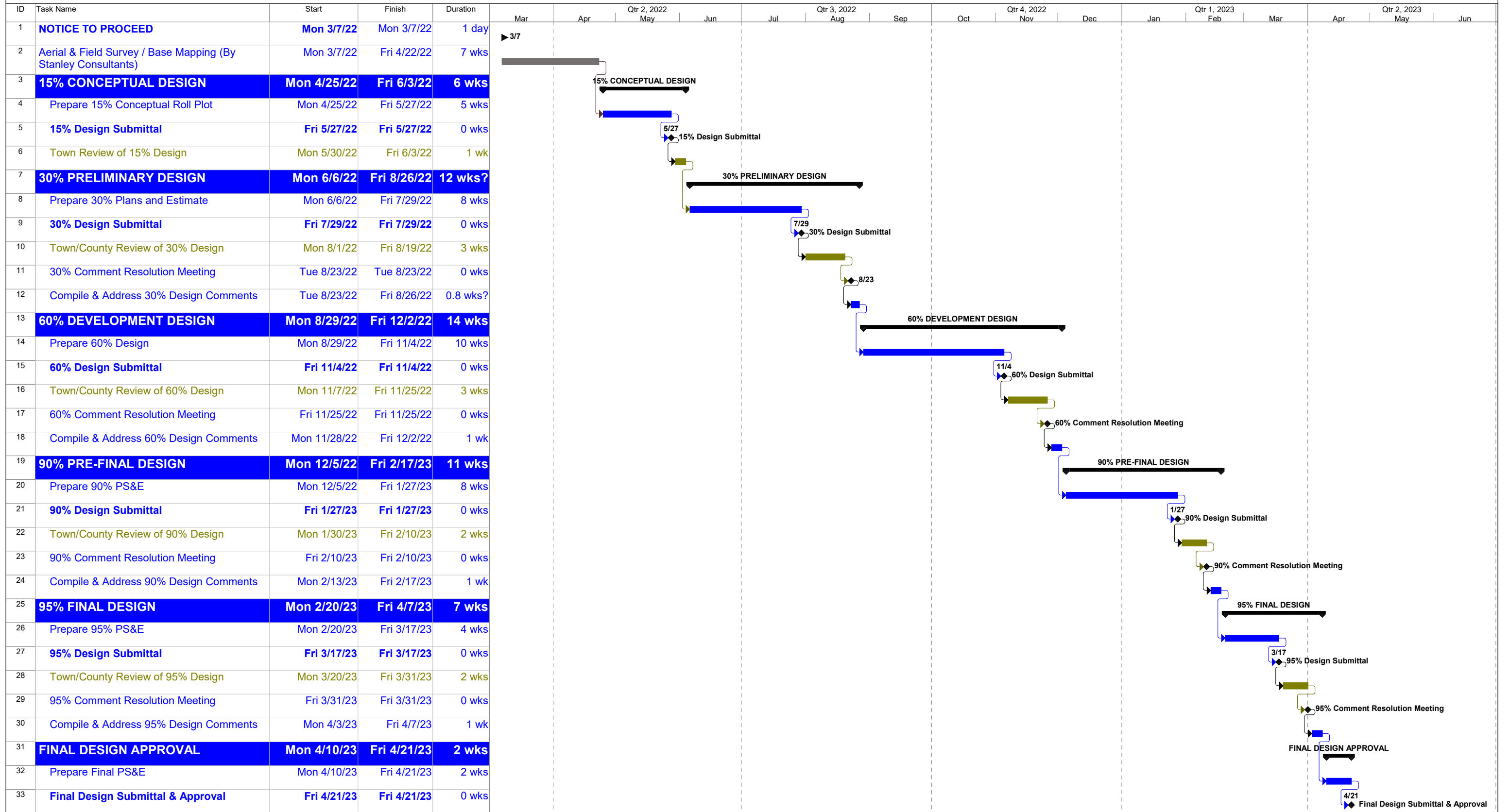
TASK	DESCRIPTION	SR. PROJECT MANAGER \$80.00		SR. PROJECT ENGINEER \$60.00		PROJECT ENGINEER \$55.00		DESIGN ENGINEER \$50.00		SR. DESIGNER \$45.00		ADMINISTRATIVE \$25.00		SUBCONSULTANT/ VENDOR	TOTAL HOURS	TOTAL DIRECT RATE	OVERHEAD 150.00%	PROFIT 10%	TYLI TOTAL	TOTAL FEE
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$							
<b>BASIC SERVICES</b>																				
100	Data Collection and Field Review			8	\$480.00	8	\$440.00	8	\$400.00	16	\$720.00				40	\$2,040.00	\$3,060.00	\$510.00	\$5,610.00	\$5,610.00
300	Utility Coordination	24	\$1,920.00			24	\$1,320.00	16	\$800.00						64	\$4,040.00	\$6,060.00	\$1,010.00	\$11,110.00	\$11,110.00
400	Project Coordination and Permits	24	\$1,920.00	40	\$2,400.00	24	\$1,320.00					16	\$400.00		104	\$6,040.00	\$9,060.00	\$1,510.00	\$16,610.00	\$16,610.00
500	Environmental Assessment													\$2,888.00						\$2,888.00
600	Jurisdiction Delineation (Logan Simpson)													\$4,360.00						\$4,360.00
1100	Survey and Right-of-Way	4	\$320.00			16	\$880.00	24	\$1,200.00	80	\$3,600.00				124	\$6,000.00	\$9,000.00	\$1,500.00	\$16,500.00	\$16,500.00
1300	Supplemental Exhibits	8	\$640.00			24	\$1,320.00	40	\$2,000.00	80	\$3,600.00				152	\$7,560.00	\$11,340.00	\$1,890.00	\$20,790.00	\$20,790.00
10100	Roadway Design and Plans	32	\$2,560.00	192	\$11,520.00	268	\$14,740.00	380	\$19,000.00	520	\$23,400.00				1,392	\$71,220.00	\$106,830.00	\$17,805.00	\$195,855.00	\$195,855.00
10200	Drainage Design and Plans	16	\$1,280.00	80	\$4,800.00	40	\$2,200.00	160	\$8,000.00	280	\$12,600.00	8	\$200.00		584	\$29,080.00	\$43,620.00	\$7,270.00	\$79,970.00	\$79,970.00
10300	Sewer Line Design and Plans	8	\$640.00			40	\$2,200.00	80	\$4,000.00	140	\$6,300.00	8	\$200.00		276	\$13,340.00	\$20,010.00	\$3,335.00	\$36,685.00	\$36,685.00
10400	Water Line Design and Plans	8	\$640.00			40	\$2,200.00	80	\$4,000.00	140	\$6,300.00	8	\$200.00		276	\$13,340.00	\$20,010.00	\$3,335.00	\$36,685.00	\$36,685.00
10900	Signing and Marking Design and Plans	4	\$320.00	8	\$480.00	40	\$2,200.00	80	\$4,000.00	160	\$7,200.00				292	\$14,200.00	\$21,300.00	\$3,550.00	\$39,050.00	\$39,050.00
21000	Project Management and Meetings	80	\$6,400.00	40	\$2,400.00	40	\$2,200.00								160	\$11,000.00	\$16,500.00	\$2,750.00	\$30,250.00	\$30,250.00
22000	Public Outreach Preparation	4	\$320.00			8	\$440.00	24	\$1,200.00	40	\$1,800.00				76	\$3,760.00	\$5,640.00	\$940.00	\$10,340.00	\$10,340.00
31000	Pavement Investigation and Geotechnical Services													\$10,289.71						\$10,289.71
42000	Drainage Report	20	\$1,600.00	100	\$6,000.00			320	\$16,000.00			16	\$400.00		456	\$24,000.00	\$36,000.00	\$6,000.00	\$66,000.00	\$66,000.00
51000	Technical Specification, Special Provisions and Estimate Preparation	24	\$1,920.00	60	\$3,600.00	40	\$2,200.00	24	\$1,200.00						148	\$8,920.00	\$13,380.00	\$2,230.00	\$24,530.00	\$24,530.00
<b>SUBTOTAL BASIC SERVICES</b>		<b>256</b>	<b>\$20,480.00</b>	<b>528</b>	<b>\$31,680.00</b>	<b>612</b>	<b>\$33,660.00</b>	<b>1,236</b>	<b>\$61,800.00</b>	<b>1,456</b>	<b>\$65,520.00</b>	<b>56</b>	<b>\$1,400.00</b>	<b>\$17,537.71</b>	<b>4,144</b>	<b>\$214,540.00</b>	<b>\$321,810.00</b>	<b>\$53,635.00</b>	<b>\$589,985.00</b>	<b>\$607,522.71</b>
<b>ALLOWANCES</b>																				
10100	Roadway Design and Plans (SB Lanes)																			\$0.00
10500	Traffic Signal & Interconnect Design and Plans (SWTE & Wright Engineering)													\$63,303.00						\$63,303.00
10600	Lighting Design and Plans (Wright Engineering)													\$5,550.00						\$5,550.00
10800	Landscape and Irrigation Design and Plans (Logan Simpson)													\$53,629.00						\$53,629.00
10900	Signing and Marking Design and Plans (Allowance)																			\$0.00
31000	Pavement Investigation and Geotechnical Services (Ethos)													\$13,711.00						\$13,711.00
32000	Utility Potholes (Cobb Fendley)																			\$0.00
53000	Direct Expenses																			\$5,000.00
55000	Unforeseen Design Updates																			\$15,000.00
60000	Post Design Services	40	\$3,200.00					80	\$4,000.00	80	\$3,600.00				200	\$10,800.00	\$16,200.00	\$2,700.00	\$29,700.00	\$29,700.00
<b>SUBTOTAL ALLOWANCES</b>		<b>40</b>	<b>\$3,200.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>80</b>	<b>\$4,000.00</b>	<b>80</b>	<b>\$3,600.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$136,193.00</b>	<b>200</b>	<b>\$10,800.00</b>	<b>\$16,200.00</b>	<b>\$2,700.00</b>	<b>\$49,700.00</b>	<b>\$185,893.00</b>
<b>GRAND TOTAL</b>		<b>296</b>	<b>\$23,680.00</b>	<b>528</b>	<b>\$31,680.00</b>	<b>612</b>	<b>\$33,660.00</b>	<b>1,316</b>	<b>\$65,800.00</b>	<b>1,536</b>	<b>\$69,120.00</b>	<b>56</b>	<b>\$1,400.00</b>	<b>\$153,730.71</b>	<b>4,344</b>	<b>\$225,340.00</b>	<b>\$338,010.00</b>	<b>\$56,335.00</b>	<b>\$639,685.00</b>	<b>\$793,415.71</b>

EXHIBIT A3 - COMPENSATION

TOQC PROJECT NO.  
FINAL DESIGN OF KENWORTHY ROAD - PECOS ROAD TO GERMANN ROAD

TASK	DESCRIPTION	SR. PROJECT MANAGER \$80.00		SR. PROJECT ENGINEER \$60.00		PROJECT ENGINEER \$55.00		DESIGN ENGINEER \$50.00		SR. DESIGNER \$45.00		ADMINISTRATIVE \$25.00		SUBCONSULTANT/ VENDOR	TOTAL HOURS	TOTAL DIRECT RATE	OVERHEAD 150.00%	PROFIT 10%	TYLI TOTAL	TOTAL FEE
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$							
<b>BASIC SERVICES</b>																				
100	Data Collection and Field Review			8	\$480.00	8	\$440.00	8	\$400.00	16	\$720.00				40	\$2,040.00	\$3,060.00	\$510.00	\$5,610.00	\$5,610.00
300	Utility Coordination	40	\$3,200.00			40	\$2,200.00	40	\$2,000.00						120	\$7,400.00	\$11,100.00	\$1,850.00	\$20,350.00	\$20,350.00
400	Project Coordination and Permits	24	\$1,920.00	40	\$2,400.00	24	\$1,320.00					16	\$400.00		104	\$6,040.00	\$9,060.00	\$1,510.00	\$16,610.00	\$16,610.00
500	Environmental Assessment													\$2,888.00						\$2,888.00
600	Jurisdiction Delineation (Logan Simpson)													\$5,047.00						\$5,047.00
1100	Survey and Right-of-Way	4	\$320.00			16	\$880.00	24	\$1,200.00	80	\$3,600.00				124	\$6,000.00	\$9,000.00	\$1,500.00	\$16,500.00	\$16,500.00
1300	Supplemental Exhibits	8	\$640.00			24	\$1,320.00	40	\$2,000.00	80	\$3,600.00				152	\$7,560.00	\$11,340.00	\$1,890.00	\$20,790.00	\$20,790.00
10100	Roadway Design and Plans	32	\$2,560.00	192	\$11,520.00	268	\$14,740.00	380	\$19,000.00	520	\$23,400.00				1,392	\$71,220.00	\$106,830.00	\$17,805.00	\$195,855.00	\$195,855.00
10200	Drainage Design and Plans	16	\$1,280.00	80	\$4,800.00	40	\$2,200.00	200	\$10,000.00	320	\$14,400.00	8	\$200.00		664	\$32,880.00	\$49,320.00	\$8,220.00	\$90,420.00	\$90,420.00
10300	Sewer Line Design and Plans																			\$0.00
10400	Water Line Design and Plans	8	\$640.00			40	\$2,200.00	80	\$4,000.00	140	\$6,300.00	8	\$200.00		276	\$13,340.00	\$20,010.00	\$3,335.00	\$36,685.00	\$36,685.00
10900	Signing and Marking Design and Plans	4	\$320.00	8	\$480.00	40	\$2,200.00	100	\$5,000.00	200	\$9,000.00				352	\$17,000.00	\$25,500.00	\$4,250.00	\$46,750.00	\$46,750.00
21000	Project Management and Meetings	80	\$6,400.00	40	\$2,400.00	40	\$2,200.00								160	\$11,000.00	\$16,500.00	\$2,750.00	\$30,250.00	\$30,250.00
22000	Public Outreach Preparation	4	\$320.00			8	\$440.00	24	\$1,200.00	40	\$1,800.00				76	\$3,760.00	\$5,640.00	\$940.00	\$10,340.00	\$10,340.00
31000	Pavement Investigation and Geotechnical Services													\$10,289.71						\$10,289.71
42000	Drainage Report	20	\$1,600.00	100	\$6,000.00			332	\$16,600.00			16	\$400.00		468	\$24,600.00	\$36,900.00	\$6,150.00	\$67,650.00	\$67,650.00
51000	Technical Specification, Special Provisions and Estimate Preparation	24	\$1,920.00	60	\$3,600.00	40	\$2,200.00	24	\$1,200.00						148	\$8,920.00	\$13,380.00	\$2,230.00	\$24,530.00	\$24,530.00
<b>SUBTOTAL BASIC SERVICES</b>		<b>264</b>	<b>\$21,120.00</b>	<b>528</b>	<b>\$31,680.00</b>	<b>588</b>	<b>\$32,340.00</b>	<b>1,252</b>	<b>\$62,600.00</b>	<b>1,396</b>	<b>\$62,820.00</b>	<b>48</b>	<b>\$1,200.00</b>	<b>\$18,224.71</b>	<b>4,076</b>	<b>\$211,760.00</b>	<b>\$317,640.00</b>	<b>\$52,940.00</b>	<b>\$582,340.00</b>	<b>\$600,564.71</b>
<b>ALLOWANCES</b>																				
10100	Roadway Design and Plans (Intersection)	8	\$640.00	40	\$2,400.00	60	\$3,300.00	120	\$6,000.00	160	\$7,200.00				388	\$19,540.00	\$29,310.00	\$4,885.00	\$53,735.00	\$53,735.00
10500	Traffic Signal & Interconnect Design and Plans (SWTE & Wright Engineering)													\$63,528.00						\$63,528.00
10600	Lighting Design and Plans (Wright Engineering)													\$5,550.00						\$5,550.00
10800	Landscape and Irrigation Design and Plans (Logan Simpson)													\$53,629.00						\$53,629.00
10900	Signing and Marking Design and Plans (Allowance)	8	\$640.00	24	\$1,440.00	40	\$2,200.00	80	\$4,000.00	120	\$5,400.00				272	\$13,680.00	\$20,520.00	\$3,420.00	\$37,620.00	\$37,620.00
31000	Pavement Investigation and Geotechnical Services (Ethos)													\$13,711.00						\$13,711.00
32000	Utility Potholes (Cobb Fendley)																			\$0.00
53000	Direct Expenses																			\$5,000.00
55000	Unforeseen Design Updates																			\$15,000.00
60000	Post Design Services	40	\$3,200.00					80	\$4,000.00	80	\$3,600.00				200	\$10,800.00	\$16,200.00	\$2,700.00	\$29,700.00	\$29,700.00
<b>SUBTOTAL ALLOWANCES</b>		<b>56</b>	<b>\$4,480.00</b>	<b>64</b>	<b>\$3,840.00</b>	<b>100</b>	<b>\$5,500.00</b>	<b>280</b>	<b>\$14,000.00</b>	<b>360</b>	<b>\$16,200.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$136,418.00</b>	<b>860</b>	<b>\$44,020.00</b>	<b>\$66,030.00</b>	<b>\$11,005.00</b>	<b>\$141,055.00</b>	<b>\$277,473.00</b>
<b>GRAND TOTAL</b>		<b>320</b>	<b>\$25,600.00</b>	<b>592</b>	<b>\$35,520.00</b>	<b>688</b>	<b>\$37,840.00</b>	<b>1,532</b>	<b>\$76,600.00</b>	<b>1,756</b>	<b>\$79,020.00</b>	<b>48</b>	<b>\$1,200.00</b>	<b>\$154,642.71</b>	<b>4,936</b>	<b>\$255,780.00</b>	<b>\$383,670.00</b>	<b>\$63,945.00</b>	<b>\$723,395.00</b>	<b>\$878,037.71</b>

**PRELIMINARY PROJECT SCHEDULE - 2/15/2022**  
**IRONWOOD DRIVE, PECOS ROAD AND KENWORTHY ROAD**  
 TOWN OF QUEEN CREEK  
 PROJECT NO. TBD



Task		Summary		External Milestone		Manual Task		Manual Summary		External Tasks		Deadline	
Split		Project Summary		Inactive Milestone		Duration-only		Start-only		External Milestone			
Milestone		External Tasks		Inactive Summary		Manual Summary Rollup		Finish-only		Progress			



16 February 2022

Carlos Sanchez Soria, PE  
 TY Lin International  
 1475 N. Scottsdale Road, Suite 450  
 Scottsdale, AZ 85257

**Subject: IRONWOOD PECOS KENWORTHY IMPROVEMENTS  
 TRAFFIC ENGINEERING SCOPE OF SERVICES AND FEE PROPOSAL**

Dear Mr. Sanchez Soria:

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

Please find enclosed our proposed Scope of Services and signed Fee Proposal for the requested traffic engineering services for the above project. SWTE is proposing an overall lump sum fee of **\$180,309.00** to perform the tasks described in the Scope of Services. This fee is broken across three plan sets as follows;

Pecos and Ironwood Roads Traffic Signal Design	\$60,078.00
Kenworthy and Pecos Roads Traffic Signal Design	\$60,003.00
Kenworthy and Germann Roads Traffic Signal Design	\$60,228.00

A detailed breakdown of the person-hours and direct expenses is attached for your review and approval.

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

Sincerely Yours,

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

Enclosures



## **TOWN OF QUEEN CREEK**

### **SCOPE OF SERVICES FOR**

#### **IRONWOOD PECOS KENWORTHY IMPROVEMENTS Ironwood Road, Pecos Road, and Kenworthy Road**

#### **TRAFFIC ENGINEERING SERVICES**

**16 February 2022**

#### **SUMMARY OF TASKS:**

- Perform a field review at the proposed intersections of Pecos Road/Ironwood Road and Kenworthy Road/Pecos Road, and the existing intersection of Kenworthy Road/Germann Road within the project limits.
- Complete traffic analyses at the proposed intersections of Pecos Road/Ironwood Road and Kenworthy Road/Pecos Road, and the existing intersection of Kenworthy Road/Germann Road, to determine the necessary lane configurations and turn lane requirements at the intersection.
- Create 15%, 30%, 60%, 90%, 95% (Pre-Final) and Final traffic signal plans at the intersections of Pecos Road/Ironwood Road, Kenworthy Road/Pecos Road, and Kenworthy Road/Germann Road within the project limits.
- Attend a Project Kick Off meeting and up to thirty (30) project progress/comment resolution meetings with representatives of the Town of Queen Creek (QC) and TY Lin International (TY Lin).

#### **BACKGROUND:**

As traffic volumes continue to increase in QC and the need for wider north/south routes becomes apparent, the Town of Queen Creek has moved forward with the design and construction of improvements along Ironwood Road between Germann Road and the State Route 24 Ramps, along Pecos Road between Ironwood Road and the Kenworthy Road alignment, and along Kenworth Road between Germann Road and Pecos Road to prepare for a future manufacturing facility (Project Alpha) on the southeast corner of Pecos Road/Ironwood Road. The improvements will include new signalized intersections at Pecos Road/Ironwood Road, Pecos Road/Ironwood Road, Kenworthy Road/Pecos Road, and Kenworthy Road/Germann Road. TY Lin has been tasked with the roadway improvements.



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

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

## **TASKS:**

### **Task 00100: Data Collection and Field Review**

#### ***Traffic Design***

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

TY Lin will provide **SWTE** with a current updated base plan, in electronic format (AutoCAD), for the proposed roadway, ADA, and drainage improvements that includes, right of way constraints, edge of existing and proposed pavement, existing and proposed structures, existing and proposed drainage features, existing roadway lighting systems and associated pullboxes, existing and proposed utilities, existing roadway signing, and existing pavement marking. The base plans provided by TY Lin will be separated by proposed signalized intersection (Pecos Road/Ironwood Road, Kenworthy Road/Pecos Road, and Kenworthy Road/Germann Road) prior to delivery to **SWTE**. TY Lin will also provide any obtainable record drawings for the existing roadway and intersections within the project limits.

#### ***Traffic Analysis – General Overview***

Using traffic count data collected in Task 00100, **SWTE** will provide a traffic analysis that establishes the geometrics at the intersections of Pecos Road/Ironwood Road, Kenworthy Road/Pecos Road, and Kenworthy Road/Germann Road. The analyses will be completed for existing conditions and the years 2024 and 2029. Three separate reports, one for each intersection will be completed.

*Data Collection:*

**SWTE** will arrange for a weekday 24-hour bi-directional traffic volume count that will be taken on Ironwood Road at the proposed Pecos Road alignment. In addition, a weekday 24-hour intersection approach traffic volume count will be taken at Kenworthy Road/Germann Road.

Seasonal factors will not be used to adjust the traffic counts. These traffic counts will be used to form a basis of volumes for intersection analyses. It should be noted that the traffic counts will need to be completed while school is in session.

**SWTE** will contact QC to obtain the traffic impact analysis completed for Project Alpha. Data within the TIA will be used as proposed turning movement information traffic in the report.

*Trip Distribution:*

Trips generated by Project Alpha, will be taken from its respective TIA, if available, and assigned as existing background traffic to the proposed Pecos Road/Ironwood Road and Kenworthy Road/Pecos Road intersections, along with the existing intersection of Kenworthy Road/Germann Road.

Trip generation calculations, or trip assignments, will not be completed as part of this analyses.

*Traffic Projections:*

**SWTE** will work with QC staff to determine an appropriate growth rate in the area so that future volumes will be projected at the intersections of Pecos Road/Ironwood Road, Kenworthy Road/Pecos Road, and Kenworthy Road/Germann Road for the weekday AM/PM peak hours of the years 2024 and 2029.

*Capacity Analysis:*

Weekday AM/PM peak hour levels of service will be calculated for the Pecos Road/Ironwood Road, Kenworthy Road/Pecos Road, and Kenworthy Road/Germann Road intersections in accordance with the 2016 Highway Capacity Manual. Capacity analysis will include calculations for the original study intersection for the opening year of the project (2024) and the year 2029 with Project Alpha.

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

*Auxiliary Lane Analysis:*

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



*Prepare Reports:*

**SWTE** will prepare three (3) separate written reports, one per study intersection, complete with tables and graphics that summarize the methodology, findings and conclusions of the traffic analysis. Electronic draft copies of the reports (3) will be submitted to TY Lin and the project team for review prior to packaging and sealing the reports.

**SWTE** will provide one (1) electronic copy of each report (3) in PDF (portable document format) to TY Lin for submittal to QC.

*Revise Reports:*

If required, **SWTE** will revise the three (3) reports based on comments received from QC. Electronic draft copies of the revised reports will be submitted to TY Lin and the project team for review prior to packaging and sealing the report.

Following revisions, **SWTE** will provide one (1) electronic copy of each report (3) in PDF format to TY Lin for final submittal to QC.

**Task 10500: Traffic Signal Design**

Using the base plans created by TY Lin, **SWTE** will prepare 15%, 30%, 60%, 90%, 95% (Pre-Final) and Final traffic signal design plans within the project limits at the intersections of Pecos Road/Ironwood Road, Kenworthy Road/Pecos Road, and Kenworthy Road/Germann Road. The traffic engineering design plans will be separated into three different plans sets and inserted into the overall TY Lin plan sets.

Prior to the 60% plan submittal, **SWTE** will provide TY Lin with preliminary traffic signal pole locations at the 15% and 30% plan development stages. No plan sheets will be generated as part of this task. The three project base files will only be modified to show the preliminary traffic signal pole locations at each of the three project intersections (Pecos Road/Ironwood Road, Kenworthy Road/Pecos Road, and Kenworthy Road/Germann Road) based on the proposed roadway/intersection geometrics. These submittals will be submitted electronically to TY Lin in Auto CAD format.

The traffic engineering design will also include responding to design review comments from QC on the 60%, 90% and 95% (Pre-Final) engineering plan submittals. All plan submittals will be in electronic format. The three (3) traffic engineering plan sets will include the following sheets:

*Traffic Signal:*

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





overall plan set. Traffic signal interconnect or ITS design is not included as part of this scope of services.

The traffic signal plan set will include the following sheets:

*Pecos Road/Ironwood Road*

Traffic Signal Notes	1 Sheet
Traffic Signal Layout	1 Sheet
Pole Schedule	1 Sheet
Conductor Schedule	1 Sheet
Traffic Signal and ITS Details	2 Sheets

*Kenworthy Road/Pecos Road*

Traffic Signal Notes	1 Sheet
Traffic Signal Layout	1 Sheet
Pole Schedule	1 Sheet
Conductor Schedule	1 Sheet
Traffic Signal and ITS Details	2 Sheets

*Kenworthy Road/Germann Road*

Traffic Signal Notes	1 Sheet
Traffic Signal Layout	1 Sheet
Pole Schedule	1 Sheet
Conductor Schedule	1 Sheet
Traffic Signal and ITS Details	2 Sheets

**Total Traffic Signal Sheets 18 Sheets**

As part of the traffic signal designs, Electrical Service Request Letters will be completed for each intersection. The Electrical Service Request Letters include coordination with the power company to verify the power source for the proposed traffic signals. The Electrical Service Request Letters will be submitted to QC with the Final Plans.

*Special Provisions/Opinion of Probable Cost:*

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

**Task 21000: Project Management and Meetings**

The SWTE team will attend a Project Kick Off and up to thirty (30) project meetings with representatives of TY Lin and QC, to discuss the traffic design. For this proposal, these meetings are assumed to be the following:

*Pecos Road/Ironwood Road*

- 1 Kick Off Meeting on site – held in conjunction with a field review
- 10 Project Meetings via video conference call

*Kenworthy Road/Pecos Road*

- 1 Kick Off Meeting on site – held in conjunction with a field review
- 10 Project Meetings via video conference call

*Kenworthy Road/Germann Road*

- 1 Kick Off Meeting on site – held in conjunction with a field review
- 10 Project Meetings via video conference call

**DELIVERABLES:**

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

*Pecos Road/Ironwood Road Traffic Analysis (2 submittals)*

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

*Kenworthy Road/Pecos Road Traffic Analysis (2 submittals)*

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

*Kenworthy Road/Germann Road Traffic Analysis (2 submittals)*

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

*15% plans*

- 3 electronic base files in AutoCAD format (only includes proposed traffic signal pole locations)

*30% plans*

- 3 electronic base files in AutoCAD format (only includes proposed traffic signal pole locations)

*60% Plans*

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

*90% Plans*

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

- 1 electronic copy of Special Provisions in MS Word format

*Pre-Final (95%) Plans*

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

*Final Plans - Sealed by Registered Professional Engineer in Arizona*

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

**SCHEDULE:**

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

**ASSUMPTIONS:**

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

- QC will provide available record drawings of the intersections and roadways within the project limits.
- TY Lin will provide an electronic base plan of the project improvements.
- Two traffic study horizons (2024, 2029) for each traffic analysis.
- One (1) weekday 24-hour bi-directional traffic volume count will be taken.
- One (1) weekday 24-hour intersection approach traffic volume count will be taken.
- Only one intersection will be analyzed in each of the traffic analyses.
- No traffic signal warrant analysis.
- No Traffic Model Development.
- No trip generation or trip assignment.
- No pedestrian, vehicle speed, roadway, or traffic calming analysis.
- No crash analysis, collision diagram preparation or crash prediction analysis.
- No seasonal factor adjustment to traffic counts.
- No sight distance analysis.
- There will only be two (2) traffic analysis submittals for each report.
- There will on be one 15% base file submittal for each proposed signalized intersection.

- There will on be one 30% base file submittal for each proposed signalized intersection.
- There will only be four (4) plan submittals for each proposed signalized intersection.
- Each proposed signalized intersection will have its own plan set.
- The traffic design plans will be incorporated into the overall plan sets.
- No traffic analysis outside of that outlined above.
- Up to eleven (1) project meetings for each proposed signalized intersection.
- Comment resolution will be completed in conjunction with the progress meetings.
- No roadway/pedestrian lighting analysis or design.
- No traffic control design.
- No traffic signal interconnect or ITS design.
- No roadway signing/pavement design.
- No overhead utility clearance
- QC provides for all permit application fees.
- No bid packaging.
- No construction administration or post design services.
- No utility relocation or coordination.
- No overhead utility clearance analysis/report preparation.
- Response to comments on only the 60%, 90% and 95% (Pre-Final) traffic engineering design.
- The project contract will be with TY Lin International.

#### **ADDITIONAL ITEMS:**

This scope of services includes field review, traffic counts, traffic analysis, traffic signal design, meeting, and mileage costs.

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



## Pecos Ironwood Improvements

Queen Creek, Arizona

16 February 2022

### LABOR COSTS

Task	Description	Senior Traffic Engineer	Traffic Engineer	Traffic Designer	Project Assistant	Total
<b>00100</b>	<b>Data Collection and Field Review</b>	<b>6</b>	<b>13</b>	<b>33</b>	<b>6</b>	<b>58</b>
0100.1	Kick Off Meeting	1	1	1		3
0100.2	Site Reconnaissance/Data Collection	3	5	3		11
0100.3	Base Plan preparation			1		1
0100.4	Trip Distribution		1	1		2
0100.5	Traffic Projections (2 horizons, 1 intersection)		1	1		2
0100.6	Capacity Analysis (1 inters, 2 conds)		1	1		2
0100.7	Auxiliary Lane Analysis (1 inters, 1 cond)			1		1
0100.8	Prepare Traffic Report	1	2	16	4	23
0100.9	Revise Traffic Report	1	2	8	2	13
<b>10500</b>	<b>Traffic Engineering Design</b>	<b>11</b>	<b>76</b>	<b>124</b>	<b>4</b>	<b>215</b>
10500.1	Traffic Signal Design (6 sheets)	7	64	108	3	182
10500.2	Electrical Service Request Letter (1)		1	2	1	4
10500.3	Opinion of Probable Cost/Special Provisions	1	4	8		13
10500.4	Comment Resolution (3 responses)	1	3	6		10
10500.5	QA/QC	2	4			6
<b>21000</b>	<b>Project Meetings (up to 11)</b>	<b>10</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>20</b>
21000.1	Kick Off Meeting - See Data Collection					0
21000.2	Project Meetings (up to 10 by video conference)	10	10			20

<b>Subtotal</b>	27	99	157	10	293
<b>Rates \$</b>	\$ 320.00	\$ 220.00	\$ 180.00	\$ 125.00	
<b>Cost \$</b>	\$ 8,640.00	\$ 21,780.00	\$ 28,260.00	\$ 1,250.00	\$ 59,930.00
<b>Labor Costs</b>	<b>\$ 59,930.00</b>				

### EXPENSES

	Quantity	@	Rate	Fee
Mileage	125	@	\$ 0.585	\$ 73.13
Field Data Services (traffic counts)	1	@	\$ 75.00	\$ 75.00

**Total Expenses**

**Expenses Total \$ 148.13**

**Total Proposed Fee**

**Project Total \$ 60,078.13**

**Use \$ 60,078.00**













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

February 18, 2022

Carlos Sanchez-Soria, P.E.  
Senior Associate  
Transportation Group Manager  
T.Y. Lin International  
60 E Rio Salado Pkwy Suite 501  
Tempe, Arizona 85281

RE: Proposal – Logan Simpson Project No.: 22-3026  
A. Pecos Road: Ironwood Road to Kenworthy Road  
B. Kenworthy Road: Pecos Road to Germann Road  
C. Ironwood Road: Germann Road to SR24

Dear Mr. Sanchez-Soria,

Logan Simpson is pleased to submit this proposal for the Town of Queen Creek's upcoming roadway projects, including Pecos Road, Kenworthy Road, and Ironwood Road.

Please contact Brad Remme or me at (480) 967-1343 if you have any questions.

With regards,

Logan Simpson

A handwritten signature in black ink, appearing to read "Wayne Colebank". The signature is fluid and cursive, with a long horizontal stroke at the end.

Wayne Colebank  
Principal/Landscape Architect



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

## **SCOPE OF WORK PECOS ROAD- KENWORTHY ROAD - IRONWOOD DRIVE**

### **General:**

The intent of this proposal is for Logan Simpson to provide selected environmental services, complete landscape design, and prepare illustrative graphic services as a subconsultant to TY Lin (TYL) for the Town of Queen Creek's (Town) improvements to Pecos Road (Ironwood Road to Kenworthy Road), Kenworthy Road (Pecos Road to Germann Road), and Ironwood Drive (Germann Road to SR-24) (Project).

Based on our understanding of the Project, no federal funding is being used. In addition to the landscape design, as part of this proposal, Logan Simpson will prepare a CWA Section 404 Preliminary Jurisdictional Delineation and a Biological Technical Memorandum, all as further described below.

### **Task 1. Biological Technical Memorandum**

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

We recommend sending a scoping letter to the AGFD to obtain their input on the Project related to potential impacts to protected biological resources, habitat connectivity, and mitigation measures that may be recommended to address impacts associated with the proposed improvements. An electronic copy of the draft biological scoping letter will be submitted to TYL and the Town for review; following incorporation of review comments, Logan Simpson will submit the biological scoping letter to the AGFD. A copy will be provided to TYL and the Town upon completion of the draft Technical Memorandum for each roadway segment. Final copies of the documents will be provided and included with the PCN.



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

## **Task 2. Clean Water Act (Preliminary Jurisdictional Delineation)(PJD)**

Logan Simpson will conduct a field survey of each roadway to evaluate the presence/absence and jurisdictional limits of potential Waters of the US (Waters) regulated by the US Army Corps Engineers (Corps) under Section 404 of the Clean Water Act. The field survey protocol will be by the Corps' March 2017 Minimum Standards for Acceptance of Aquatic Resources Delineation Reports. Because the roadways will be bid separately and may individually require a Section 404 Permit from the Corps, Logan Simpson will prepare a separate Preliminary JD (PJD) for roadway based on the field survey. The PJD will include a cover letter to the Corps summarizing the findings of the field reconnaissance, project description, evaluation of potential Waters, aerial photographs depicting the limits of Waters, ground photographs, Physical Characteristics, and Other Information tables, a PJD Form, and the Corps Aquatic Resources sheet. The results of the PJD will be used to review the level of encroachment into potential Waters by the improvements of each roadway segment and to assess the permitting necessary to authorize each roadway's activities. One digital copy of the draft PJD will be provided to TYL/Town for review prior to submittal to the Corps. Google Earth kmz files of the accepted limits of Waters will also be provided for TYL/Town's records.

## **Task 3. Landscape, Irrigation, and Illustrative Graphics**

Logan Simpson will prepare the Final 100% Permit/Bid Construction Documents (PS&Es - plans, specs, cost estimate) for the roadway improvements described below:

- **Roadway Segment:** Pecos Road Improvements between Ironwood and Kenworthy Road (medians and BOC to ROW – north and south sides of Pecos; including the intersection of Pecos and Ironwood)
- **Roadway Segment:** Kenworthy Road Improvements between Pecos Road and Germann Road (medians and BOC to ROW – east and west sides of Kenworthy)
- **Roadway Segment:** Ironwood Road Improvements between Germann Road and SR-24 (Landscape, Irrigation, and Illustrative Graphics are excluded for this Roadway Segment)

Logan Simpson will attend three (3) project coordination meetings to address landscaping elements for each roadway segment. The goal of the meetings is to get acquainted with the design team, project scope, program, engineering design, and schedule. It is anticipated that we will attend up to two (2) additional landscape and irrigation coordination meetings with adjacent developments for each roadway segment.



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

Landscape Design and Construction Documents: The overall landscape approach will develop an attractive environment with the plant material that is contextual to the surrounding Community, aesthetically pleasing, seasonally colorful, and sustainable in a low desert environment. As agreed upon, plan sheets will be designed 1" =30' or 40'. Up to 8 double-stacked plan sheets will be produced.

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

Irrigation Design and Construction Documents: The irrigation system will meet the Project's overall water management goals. The irrigation plans will identify all necessary piping and equipment for a fully functioning reclaimed water drip irrigation system.

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

Logan Simpson will produce graphics and illustrations that depict Pecos Road's final alignment and landscape treatment. This will include the intersection at Ironwood and medians, sidewalks, and landscaped ROW. These illustrations will be provided to the Owner for use in public meetings, construction signage, website notices, or other means of public outreach. TYL and the Town will have opportunities to review digital versions of the illustrations and provide input and direction before Logan Simpson develops the final renderings. Graphics will be printed and mounted on styrofoam boards only one time.

Logan Simpson will prepare a preliminary estimate of the probable cost of construction for the landscape and irrigation elements of the Project. The landscape and irrigation components will be itemized and quantified with unit prices extended to arrive at a subtotal cost for these items.



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

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

### PROPOSED FEE

Pecos Road: Ironwood to Kenworthy Road	\$ 60,877.00
Kenworthy Road: Pecos to Germann Road	\$ 61,564.00
Ironwood Drive: Germann to SR-24	\$ <u>6,570.00</u>
<b>Total</b>	<b>\$129,011.00</b>

### Assumptions:

1. Logan Simpson will work under a Right-of-Entry permit to access ASLD managed lands provided by the TYL/Town. If Logan Simpson must obtain its Right-of-Entry permit from ASLD, it may require up to an additional 30-45 days before the commencement of fieldwork.
2. All meetings involving the Town will be held virtually or at the Town's offices.
3. TYL will be responsible for preparing notes for all meetings; Logan Simpson will provide redlines and revised text for notes related to our scope of work.
4. This scope of work does not include acquiring a CWA Section 404 Permit(s).
5. We assume that the ASLD land purchaser/developer will/has completed a cultural resources survey (Class III) for the Town's existing (Ironwood Drive) and new roadway ROWs as part of their land acquisition activities from ASLD. No cultural resource studies are needed from Logan Simpson to satisfy the requirements of any Section 404 Permit(s) that may be necessary to authorize improvements within jurisdictional Waters.
6. Species-specific surveys (i.e., surveys that meet specific protocols necessary to formally document the presence or absence of a species) and Endangered Species Act (ESA) consultation with the USFWS (required when project activities may affect ESA-listed species) are not included as part of this Scope of Work. If a request for species-specific surveys is made



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

or it is determined that consultation with the USFWS is needed for this Project, a modification to this Scope of Work will be necessary.

7. The Scope of Work and Fee does not include the development of a Historic Properties Treatment Plan, archaeological construction monitoring, archaeological testing, archaeological data recovery, or inventory of historic buildings or structures.
8. TYL/Town is responsible for submitting the environmental documents of this Scope of Work to the Corps (if required).
9. The Scope of Work and Fee does not include Section 106 consultation assistance services. Logan Simpson assumes that the Corps will handle Section 106 consultation and agency submission for this Project. If Logan Simpson is asked to provide Section 106 consultation assistance services, then a modification to this Scope of Work and Fee will be required.
10. If any of the assumptions of this proposal are exceeded and result in the need for additional work by Logan Simpson, a cost modification will be submitted to compensate for the work needed to complete the additional work.

Logan Simpson Design Inc.  
 Project Name: Pecos Road - Ironwood to  
 Kenworthy  
 LSD # 22-3026  
 Date: 02/17/2022

Tasks	Arch IV	Arch III	Arch II	Permit Specialist, Sr.	Permit Specialist	Biologist, Sr.	Principal Landscape Architect	Landscape Architect, Sr.	Landscape Designer Associate	Landscape Designer	Irrigation Designer	GIS Analyst, Associate	Direct Expenses				Total Labor and Exp.		
													Subtotal Hours	Subtotal Costs	Mileage	ASM fees		Printing	Subtotal Expenses
															0.585	1,150.00		60.00	
<b>Task 1. Cultural Resources</b>																			
Field/Draft Report													0	-				\$ -	\$ -
Final Report													0	-				\$ -	\$ -
Compliance													0	-				\$ -	\$ -
Subtotal Task 1. Labor	0	0	0	0	0	0	0	0	0	0	0	0	0	-	0	0	0	\$ -	\$ -
<b>Task 2. Biological Technical Memo</b>																			
Prefield/Site Visit						6							6	720				\$ -	\$ 720
Technical Memorandum						12						2	14	1,647	70			\$ 41	\$ 1,688
Coordination						4							4	480				\$ -	\$ 480
Subtotal Task 2. Labor	0	0	0	0	0	22						2	24	2,847	70	0	0	\$ 41	\$ 2,888
<b>Task 3. Clean Water Act</b>																			
Field Visit				6	6								12	1,305	140			\$ 82	\$ 1,387
PJD				14			2					8	24	2,973				\$ -	\$ 2,973
Subtotal Task 3. Labor	0	0	0	20	6	0	2	0	0	0	0	8	36	4,278	140	0	0	\$ 82	\$ 4,360
<b>Task 4. Native Plant Inventory</b>																			
Field Visit																		\$ -	\$ -
Plan Preparation																		\$ -	\$ -
Subtotal Task 4. Labor	0	0	0	0	0	0	0	0	0	0	0	0	0	-	0	0	0	\$ -	\$ -
<b>Task 5. Landscape and Irrigation</b>																			
Landscape design							12	60	90	120			282	31,376	210			\$ 123	\$ 31,499
Irrigation design							4	6		24	62		96	11,743				\$ -	\$ 11,743
Aesthetics design							8	20	54				82	10,147			4	\$ 240	\$ 10,387
Subtotal Task 5. Labor	0	0	0	0	0	0	24	86	144	144	62	0	460	53,266	210	0	4	\$ 363	\$ 53,629
<b>Task 6. ASLD Native Plant Valuation (optional)</b>																			
Field Visit/Valuation													0	-				\$ -	\$ -
Subtotal Task 6. Labor	0	0	0	0	0	0	0	0	0	0	0	0	0	-	0	0	0	\$ -	\$ -
Subtotal Labor Hours	0	0	0	20	6	22	26	86	144	144	62	10	520	\$ 60,391	420	0	4	\$ 486	\$ 60,877
Subtotal Labor Costs	\$0	\$0	\$0	\$2,431	\$576	\$2,640	\$5,772	\$11,610	\$15,121	\$13,393	\$7,813	\$1,035	520	\$ 60,391	\$ 246	\$ -	\$ 240	\$ 486	\$ 60,877
Direct Rate	\$ 40.00	\$ 30.50	\$ 23.50	\$ 40.50	\$ 32.00	\$ 40.00	\$ 74.00	\$ 45.00	\$ 35.00	\$ 31.00	\$ 42.00	\$ 34.50							
Overhead	\$69.09	\$52.68	\$40.59	\$69.96	\$55.27	\$69.09	\$127.82	\$77.73	\$60.46	\$53.55	\$72.55	\$59.59							
Profit	\$10.91	\$8.32	\$6.41	\$11.05	\$8.73	\$10.91	\$20.18	\$12.27	\$9.55	\$8.46	\$11.46	\$9.41							
Salary Rate	\$120.00	\$91.50	\$70.50	\$121.51	\$96.00	\$120.00	\$222.00	\$135.00	\$105.01	\$93.01	\$126.01	\$103.50							

Labor	\$ 60,391
Expenses	\$ 486
<b>Total Fee w/Option</b>	<b>\$ 60,877</b>
Total Fee w/o Option	\$ 60,877



Logan Simpson Design Inc.  
 Project Name: Kenworthy Rd - Pecos to Germann  
 LSD # 22-3026  
 Date: 02/17/2022

Tasks	Permit Specialist, Sr.	Permit Specialist	Biologist, Sr.	Principal Landscape Architect	Landscape Architect, Sr.	Landscape Designer Associate	Landscape Designer	Irrigation Designer	GIS Analyst, Associate	Subtotal Hours	Subtotal Costs	Direct Expenses				Total Labor and Exp.	
												Mileage	ASM fees	Printing	Subtotal Expenses		
												0.585	1,150.00	60.00			
<b>Task 1. Cultural Resources</b>																	
Field/Draft Report										0	-					\$ -	\$ -
Final Report										0	-					\$ -	\$ -
Compliance										0	-					\$ -	\$ -
Subtotal Task 1. Labor	0	0	0	0	0	0	0	0	0	0	-	0	0	0	\$ -	\$ -	
<b>Task 2. Biological Technical Memo</b>																	
Prefield/Site Visit			6							6	720					\$ -	\$ 720
Technical Memorandum			12						2	14	1,647	70			\$ 41	\$ 1,688	
Coordination			4							4	480				\$ -	\$ 480	
Subtotal Task 2. Labor	0		22						2	24	2,847	70	0	0	\$ 41	\$ 2,888	
<b>Task 3. Clean Water Act</b>																	
Field Visit	6	6								12	1,305	140			\$ 82	\$ 1,387	
PJD	16			4					8	28	3,660				\$ -	\$ 3,660	
Subtotal Task 3. Labor	22	6	0	4	0	0	0	0	8	40	4,965	140	0	0	\$ 82	\$ 5,047	
<b>Task 4. Native Plant Inventory</b>																	
Field Visit																\$ -	\$ -
Plan Preparation																\$ -	\$ -
Subtotal Task 4. Labor	0	0	0	0	0	0	0	0	0	0	-	0	0	0	\$ -	\$ -	
<b>Task 5. Landscape and Irrigation</b>																	
Landscape design				12	60	90	120			282	31,376	210			\$ 123	\$ 31,499	
Irrigation design				4	6		24			96	11,743				\$ -	\$ 11,743	
Aesthetics design				8	20	54				82	10,147			4	\$ 240	\$ 10,387	
Subtotal Task 5. Labor	0	0	0	24	86	144	144	62	0	460	53,266	210	0	4	\$ 363	\$ 53,629	
<b>Task 6. ASLD Native Plant Valuation (optional)</b>																	
Field Visit/Valuation										0	-					\$ -	\$ -
Subtotal Task 6. Labor	0	0	0	0	0	0	0	0	0	0	-	0	0	0	\$ -	\$ -	
Subtotal Labor Hours	22	6	22	28	86	144	144	62	10	524	\$ 61,078	420	0	4	\$ 486	\$ 61,564	
Subtotal Labor Costs	\$2,674	\$576	\$2,640	\$6,216	\$11,610	\$15,121	\$13,393	\$7,813	\$1,035	524	\$ 61,078	\$ 246	\$ -	\$ 240	\$ 486	\$ 61,564	

Labor	\$ 61,078
Expenses	\$ 486
<b>Total Fee w/Option</b>	<b>\$ 61,564</b>
Total Fee w/o Option	\$ 61,564

Logan Simpson Design Inc.  
 Project Name: Ironwood Rd - Germann to SR24  
 LSD # 22-3026  
 Date: 02/17/2022

Tasks	Arch IV	Arch III	Arch II	Permit Specialist, Sr.	Permit Specialist	Biologist, Sr.	Principal Landscape Architect	Landscape Architect, Sr.	Landscape Designer Associate	Landscape Designer	Irrigation Designer	GIS Analyst, Associate	Subtotal	Subtotal	Direct Expenses				Total Labor and Exp.
													Hours	Costs	Mileage	ASM fees	Printing	Subtotal Expenses	
<b>Task 1. Cultural Resources</b>															0.585	1,150.00	60.00		
Field/Draft Report													0	-				\$ -	\$ -
Final Report													0	-				\$ -	\$ -
Compliance													0	-				\$ -	\$ -
Subtotal Task 1. Labor	0	0	0	0	0	0	0	0	0	0	0	0	0	-	0	0	0	\$ -	\$ -
<b>Task 2. Biological Technical Memo</b>																			
Prefield/Site Visit							6						6	720				\$ -	\$ 720
Technical Memorandum							12					2	14	1,647	70			\$ 41	\$ 1,688
Coordination							4						4	480				\$ -	\$ 480
Subtotal Task 2. Labor	0	0	0	0	0	22						2	24	2,847	70	0	0	\$ 41	\$ 2,888
<b>Task 3. Clean Water Act</b>																			
Field Visit				4	4								8	870	140			\$ 82	\$ 952
PJD				12			2					8	22	2,730				\$ -	\$ 2,730
Subtotal Task 3. Labor	0	0	0	16	4	0	2	0	0	0	0	8	30	3,600	140	0	0	\$ 82	\$ 3,682
<b>Task 4. Native Plant Inventory</b>																			
Field Visit														-				\$ -	\$ -
Plan Preparation														-				\$ -	\$ -
Subtotal Task 4. Labor	0	0	0	0	0	0	0	0	0	0	0	0	0	-	0	0	0	\$ -	\$ -
<b>Task 5. Landscape and Irrigation</b>																			
Landscape design														-				\$ -	\$ -
Irrigation design														-				\$ -	\$ -
Aesthetics design														-				\$ -	\$ -
Subtotal Task 5. Labor	0	0	0	0	0	0	0	0	0	0	0	0	0	-	0	0	0	\$ -	\$ -
<b>Task 6. ASLD Native Plant Valuation (optional)</b>																			
Field Visit/Valuation													0	-				\$ -	\$ -
Subtotal Task 6. Labor	0	0	0	0	0	0	0	0	0	0	0	0	0	-	0	0	0	\$ -	\$ -
Subtotal Labor Hours	0	0	0	16	4	22	2	0	0	0	0	10	54	\$ 6,447	210	0	0	\$ 123	\$ 6,570
Subtotal Labor Costs	\$0	\$0	\$0	\$1,945	\$384	\$2,640	\$444	\$0	\$0	\$0	\$0	\$1,035	54	\$ 6,448	\$ 123	\$ -	\$ -	\$ 123	\$ 6,571

Labor	\$ 6,447
Expenses	\$ 123
<b>Total Fee w/Option</b>	<b>\$ 6,570</b>
Total Fee w/o Option	\$ 6,570

February 17, 2022

Carlos Sanchez-Soria, PE  
Senior Associate  
T.Y. Lin International  
60 East Rio Salado Parkway  
Suite 501  
Tempe, Arizona 85281

**SUBJECT: Proposal for Geotechnical Investigation – Revision 1  
Ironwood Drive from Germann Road to State Route 24;  
Pecos Road from Ironwood Drive to Kenworthy Road; and  
Kenworthy Road from Pecos Road to Germann Road  
Town of Queen Creek, Arizona**

Dear Carlos:

As requested, Ethos Engineering, LLC (Ethos) is pleased to present this proposal for professional geotechnical engineering services to the T.Y. Lin International (TYLI) design team for the referenced project. This revision incorporates comments from the Town of Queen Creek (Town).

### **PROJECT INFORMATION**

We understand the Town is planning to improve three portions of road as part of their Capital Improvement Project. Improvements Include:

- 1-additional lane in the northbound (NB) direction along Ironwood Drive to provide a 5-lane section (total length of 1.25 miles). The addition of the southbound (SB) direction is included as a contingency
- New 5-lane Major Arterial section along Pecos Road (total length of 1.0 miles)
- New 5-lane Major Arterial section along Kenworthy Road (total length of 1.0 miles)

Each of the planned 5-lane arterial roadway sections will include two travel lanes in each direction with center turn lane. AC pavement sections will be designed in accordance with the Town of Queen Creek Standard Details.

### **SCOPE OF SERVICES**

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

Task 2 - Following approval of our field exploration plan, we will lay out the locations of the planned borings. We assume there are enough site features in order to lay out our borings without the need for additional survey. We are prepared to apply for and obtain a permit from the Town and Arizona State Land Department (ASLD) in order to perform the test drilling. It is assumed that other permits (ADOT) will not be required given the location of the proposed borings. The site visit will also include a visual assessment for the



presence of earth fissures given that a large number of earth fissures, particularly near the San Tan Mountains, are known to exist near the project limits.

We have assumed that traffic control, in the form of road work and shoulder work signs, will be required to advance the borings along Ironwood Drive. We have assumed traffic control will not be necessary along Pecos Road or Kenworthy Road.

**Task 3** - Ethos will subcontract a drill-rig and crew to complete 13 test borings (5 along Ironwood Road and 4 each along Pecos Road and Kenworthy Road) with hollow-stem augers to a depth of 5 feet or prior practical refusal along this section of roadway. The borings will be spaced at approximate 1000-foot intervals and located to minimize impacts to existing traffic.

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

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

**Table 1 – Summary of Planned Laboratory Testing**

No. of Tests	Test	Description
13	Sieve Analysis	Soil classification and pavement design
13	Atterberg Limits (LL, PL & PI)	Soil classification and pavement design
6	R-value	Soil characteristics for pavement design
6	pH and Resistivity	Corrosion characteristics of subgrade
6	Remolded Swell	Soil swell characteristics for pavement design
3	Proctor	Moisture-density relationship for swell

**Task 5** - Ethos will develop geotechnical recommendations for the pavement sections. Our recommendations will be discussed with TYLI prior to preparation of a design report.

**Task 6** - We will prepare a geotechnical exploration report which provides recommendations for the planned section(s) of roadway. The report will include the following, at a minimum:

- Site plan showing the test locations and logs of the test borings
- Laboratory test results
- Discussion regarding our field investigation
- Discussions regarding regional geology and groundwater conditions
- Discussions regarding ground subsidence and earth fissures
- Discussions regarding corrosion potential
- Pavement discussion and recommendations

The results of our field exploration, field and laboratory tests, engineering analyses, and our recommendations will be summarized in a written report prepared under the supervision of a Professional Civil Engineer registered in the State of Arizona.

Task 7 – For estimating purposes, we will plan to attend up to two project meetings for each segment held throughout the course of the project.

### **Contingency**

It is unknown at this time, whether certain design elements will be included in the overall project. Thus, to cover design contingencies options are included.

### **Option 1a, 2a, 3a – Percolation Testing**

Ethos will subcontract ACS in order to excavate (with backhoe) up to nine test pit locations. The test pits will be located at the planned bottom of proposed retention basins and located to minimize impacts to existing traffic, as necessary. Upon completion of each excavation, ACS will perform up to nine double-ring infiltration tests, in accordance with ASTM 3385. We will coordinate this testing with the TYLI drainage engineer. Our report will present the results of the percolation testing.

### **Option 1b – SB Ironwood Drive**

It is anticipated that the NB Ironwood Drive geotechnical investigation will be applied to the SB direction. Ethos will develop geotechnical recommendations for the pavement section in the SB direction. The report will present the engineering analysis and pavement design.

## **PROJECT SCHEDULE**

We anticipate our services will be completed in approximately 6 weeks after notice-to-proceed (NTP) or upon receipt of any needed environmental clearances, whichever is last provided. We will begin to develop the FIP within 5 days of NTP. Activities will include site layout, Arizona 811 notification, drilling and possibly backhoe pit excavations and percolation testing. We will complete the drilling within 2 weeks after receipt of the permit. Percolation testing, if performed, will take up to an additional 2 week to complete. We estimate the report will be available within 6 weeks of the completion of the field work.

## **AUTHORIZATION**

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

## **PROJECT FEES**

Our services will be performed under the direction of an Arizona registered Professional Civil Engineer. Based on the proposed scope of work and our understanding of the project, we propose to complete the scope of work presented above for a lump-sum fee of **\$31,348.86**. (base options 1, 2, and 3). The estimated fees are based on the attached Work-hour Estimate, and Derivation of Fees. Labor was derived from an overhead rate of 145 percent and a fee of 10 percent.

**Table 2 – Summary of Estimated Costs**

Item	Description	Estimated Cost
Base 1	NB Ironwood Drive 1.25 mile of roadway and intersection	\$10,769.44
Base 2	Pecos Road 1.0 mile of roadway and intersection	\$10,289.71
Base 3	Kenworthy Road 1.0 mile of roadway and intersection	\$10,289.71
	Subtotal	\$31,348.86
1a	Ironwood Drive Percolation Testing (Option 1a)	\$14,321.10
1b	SB Ironwood Drive Pavement Design (Option 1b)	\$2,858.10
2a	Pecos Road Percolation Testing (Option 2a)	\$13,711.00
3a	Kenworthy Road Percolation Testing (Option 3a)	\$13,711.00
	TOTAL	\$75,950.06

Any work performed will include the above base options for Segment 1, 2, and 3. Options (1a, 1b, 2a, and 3a) will be performed as selected by the Town and TYLI on a time-and-materials basis. If all items are selected (as stated), the total would be as noted in Table 2.

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

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

### ASSUMPTIONS

We have assumed the following:

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

### LIMITATIONS

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

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

Sincerely,

**ETHOS ENGINEERING LLC**

Reviewed by:



Francisco J. Garza, PE  
Principal | Senior Geotechnical Engineer

Keith Dahlen, PE  
Principal | Senior Geotechnical Engineer

y:\2022xxx - ty lin - ironwood and pecos and kenworthy\scope and fee proposal\rev1\queen creek\_ironwood, pecos and kenworthy\_r1.docx

Attachments: Work-Hour Estimate (Base Options)  
Derivation of Fees (Base Options)  
Subcontractor Quotes (Base Options and Contingency)

**NB Ironwood Drive Improvement Project - Base 1**  
**Ethos Engineering, LLC - Work-Hour Estimate**

<b>Project Work Task</b>	<b>Project Manager</b>	<b>Engineer - Sr.</b>	<b>Designer - Sr.</b>	<b>CADD</b>	<b>Admin</b>	<b>Total Hours</b>
Project Management and Setup	1	0	0	0	1	2
Boring Plan & Permitting (Town and ASLD)	0	1	2	1	0	4
Boring Layout, Earth Fissures, and Bluestake	1	3	3	0	0	7
Test Drilling and Laboratory	1	1	8	0	0	10
Engineering Analysis and Report Preparation	2	8	12	3	1	26
Project Meetings	1	1	0	0	0	2
<b>TOTAL</b>	<b>6</b>	<b>14</b>	<b>25</b>	<b>4</b>	<b>2</b>	<b>51</b>



**DERIVATION OF COST**

**DIRECT LABOR (OH + FEE BASIS)**

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Estimated Labor Costs</u>
Project Manager	6	\$79.76	\$478.56
Sr. Engineer	14	\$58.00	\$812.00
Engineer	25	\$46.75	\$1,168.75
CADD Technician	4	\$28.84	\$115.36
Administrative	2	\$25.00	\$50.00
Total Hours:	<u>51</u>		

Direct Labor: \$2,624.67

Plus Overhead @ 145%: \$3,805.77

Subtotal: \$6,430.44

Plus 10% Fee: \$643.04

Total Labor: \$7,073.49

**DIRECT EXPENSES**

Vehicle Mileage (Personal) (Two trips 60 miles roundtrip)	120 mi. @	\$0.585 /mi.	\$70.20
--------------------------------------------------------------	-----------	--------------	---------

Total Estimated Direct Expenses: \$70.20

**OUTSIDE SERVICES**

Test Drilling (See Attached)	\$881.75
Traffic Control (See Attached)	\$680.50
Laboratory Testing (See Attached)	\$2,063.50

Total Estimated Outside Services: \$3,625.75

By:

**TOTAL LUMP SUM COST: \$10,769.44**

Francisco J. Garza  
Francisco J. Garza, Contract Manager

2/17/2022  
Date

**Pecos Road Improvement Project - (Base)**  
**Ethos Engineering, LLC - Work-Hour Estimate**

<b>Project Work Task</b>	<b>Project Manager</b>	<b>Engineer - Sr.</b>	<b>Designer - Sr.</b>	<b>CADD</b>	<b>Admin</b>	<b>Total Hours</b>
Project Management and Setup	1	0	0	0	1	2
Boring Plan & Permitting (Town and ASLD)	0	1	2	1	0	4
Boring Layout, Earth Fissures, and Bluestake	1	3	3	0	0	7
Test Drilling and Laboratory	1	1	8	0	0	10
Engineering Analysis and Report Preparation	2	8	12	2	1	25
Project Meetings	1	1	0	0	0	2
<b>TOTAL</b>	<b>6</b>	<b>14</b>	<b>25</b>	<b>3</b>	<b>2</b>	<b>50</b>

**DERIVATION OF COST**

**DIRECT LABOR (OH + FEE BASIS)**

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Estimated Labor Costs</u>
Project Manager	6	\$79.76	\$478.56
Sr. Engineer	14	\$58.00	\$812.00
Engineer	25	\$46.75	\$1,168.75
CADD Technician	3	\$28.84	\$86.52
Administrative	2	\$25.00	\$50.00
Total Hours:	<u>50</u>		

Direct Labor: \$2,595.83

Plus Overhead @ 145%: \$3,763.95

Subtotal: \$6,359.78

Plus 10% Fee: \$635.98

Total Labor: \$6,995.76

**DIRECT EXPENSES**

Vehicle Mileage (Personal) (Two trips 60 miles roundtrip)	120 mi. @	\$0.585 /mi.	\$70.20
--------------------------------------------------------------	-----------	--------------	---------

Total Estimated Direct Expenses: \$70.20

**OUTSIDE SERVICES**

Test Drilling (See Attached)	\$1,316.00
Traffic Control (See Attached)	\$0.00
Laboratory Testing (See Attached)	\$1,907.75

Total Estimated Outside Services: \$3,223.75

By:

**TOTAL LUMP SUM COST: \$10,289.71**

Francisco J. Garza  
Francisco J. Garza, Contract Manager

2/17/2022  
Date

**Kenworthy Road Improvement Project - Base 3**  
**Ethos Engineering, LLC - Work-Hour Estimate**

<b>Project Work Task</b>	<b>Project Manager</b>	<b>Engineer - Sr.</b>	<b>Designer - Sr.</b>	<b>CADD</b>	<b>Admin</b>	<b>Total Hours</b>
Project Management and Setup	1	0	0	0	1	2
Boring Plan & Permitting (Town and ASLD)	0	1	2	1	0	4
Boring Layout, Earth Fissures, and Bluestake	1	3	3	0	0	7
Test Drilling and Laboratory	1	1	8	0	0	10
Engineering Analysis and Report Preparation	2	8	12	2	1	25
Project Meetings	1	1	0	0	0	2
<b>TOTAL</b>	<b>6</b>	<b>14</b>	<b>25</b>	<b>3</b>	<b>2</b>	<b>50</b>



**DERIVATION OF COST**

**DIRECT LABOR (OH + FEE BASIS)**

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Estimated Labor Costs</u>
Project Manager	6	\$79.76	\$478.56
Sr. Engineer	14	\$58.00	\$812.00
Engineer	25	\$46.75	\$1,168.75
CADD Technician	3	\$28.84	\$86.52
Administrative	2	\$25.00	\$50.00
Total Hours:	<u>50</u>		

Direct Labor: \$2,595.83

Plus Overhead @ 145%: \$3,763.95

Subtotal: \$6,359.78

Plus 10% Fee: \$635.98

Total Labor: \$6,995.76

**DIRECT EXPENSES**

Vehicle Mileage (Personal) (Two trips 60 miles roundtrip)	120 mi. @	\$0.585 /mi.	\$70.20
--------------------------------------------------------------	-----------	--------------	---------

Total Estimated Direct Expenses: \$70.20

**OUTSIDE SERVICES**

Test Drilling (See Attached)	\$1,316.00
Traffic Control (See Attached)	\$0.00
Laboratory Testing (See Attached)	\$1,907.75

Total Estimated Outside Services: \$3,223.75

By:

**TOTAL LUMP SUM COST: \$10,289.71**

Francisco J. Garza  
Francisco J. Garza, Contract Manager

2/17/2022  
Date



Thank you for the opportunity to provide a quote for one of your potential jobs.

**Ethos**

Pancho Garza, P.E.  
 9180 S Kyrene Rd #104  
 Tempe, AZ 85284

**Project Name: Ironwood Drive**  
**Location: Town of Queen Creek**

**Subject: 5 boring (5' each) on NB shoulder. Contingency - Three double ring percolation tests. Lab work.**

Item	Quantity	Unit	Cost	Price
<b>Drilling</b>				
Mob/Demob	1	LS	\$ 300.00	\$ 300.00
4.25" Auger Drilling (to include SPT sampling)	3.25	HR	\$ 179.00	\$ 581.75
<b>Drilling Total</b>				<b>\$ 881.75</b>
<b>Lab</b>				
Sieve Analysis	5	EA	\$ 81.00	\$ 405.00
Atterberg Limits (Plasticity Index)	5	EA	\$ 74.75	\$ 373.75
Remolded Swell	2	EA	\$ 87.00	\$ 174.00
Standard Proctor	1	EA	\$ 120.75	\$ 120.75
R-Value	2	EA	\$ 350.00	\$ 700.00
pH, resistivity	2	EA	\$ 145.00	\$ 290.00
<b>Lab Total</b>				<b>\$ 2,063.50</b>
<b>Contingency Costs</b>				
Project Engineer	24	HR	\$ 125.00	\$ 3,000.00
Support Truck (Water)	3	DY	\$ 150.00	\$ 450.00
Double Ring Percolation Test	3	EA	\$ 1,950.00	\$ 5,850.00
Sieve Analysis	3	EA	\$ 81.00	\$ 243.00
Atterberg Limits (Plasticity Index)	3	EA	\$ 74.75	\$ 224.25
<b>Cost Contingency Total</b>				<b>\$ 9,767.25</b>
<b>Proposal Total</b>				<b>\$ 2,945.25</b>

**\*Any stoppage of work due to site access or matters out of ACS Services control once work has started will be billed at the hourly stand by rate of \$179.00 per hour. Site visits will be conducted by ACS Services at no additional charge to verify access if requested to ensure no unforeseen cost.**

All proposals are good for 45 days from the day shown on this document. All changes in work outside of the original agreed upon scope that causes ACS Services to run over on hours not agreed upon will be billed at the hourly stand by rate of \$179.00.

Your success is our priority so please do not hesitate to reach out to me anytime if you have questions.

Sincerely,  
 ACS Services LLC.

*Charles Johnson "Eddie"*

Charles Johnson "Eddie"  
 Drilling Manager  
 2235 W. Broadway Rd.  
 Mesa, AZ 85202  
 office: 480-968-0190  
 cell: 270-254-1500

Acceptance of all outlined pricing, terms and conditions, including General Conditions on page 2.

**Company Name:** \_\_\_\_\_

**Authorized Representative (Name & Title):** \_\_\_\_\_

**Signature:** \_\_\_\_\_



Page: 1 of 2  
 Proposal #: 2260048  
 Date: 2/16/2022

Thank you for the opportunity to provide a quote for one of your potential jobs.

**Ethos**

Pancho Garza, P.E.  
 9180 S Kyrene Rd #104  
 Tempe, AZ 85284

**Project Name: Pecos Road**  
**Location: Town of Queen Creek**

**Subject: 4 boring (5' each) on Pecos alignment. Contingency - Three double ring percolation tests. Lab work.**

Item	Quantity	Unit	Cost	Price
<b>Drilling</b>				
Mob/Demob	1	LS	\$ 300.00	\$ 300.00
4.25" Auger Drilling (to include SPT sampling)	2.5	HR	\$ 179.00	\$ 447.50
<b>Drilling Total</b>				<b>\$ 747.50</b>
<b>Lab</b>				
Sieve Analysis	4	EA	\$ 81.00	\$ 324.00
Atterberg Limits (Plasticity Index)	4	EA	\$ 74.75	\$ 299.00
Remolded Swell	2	EA	\$ 87.00	\$ 174.00
Standard Proctor	1	EA	\$ 120.75	\$ 120.75
R-Value	2	EA	\$ 350.00	\$ 700.00
pH, resistivity	2	EA	\$ 145.00	\$ 290.00
<b>Lab Total</b>				<b>\$ 1,907.75</b>
<b>Contingency Costs</b>				
Project Engineer	24	HR	\$ 125.00	\$ 3,000.00
Support Truck (Water)	3	DY	\$ 150.00	\$ 450.00
Double Ring Percolation Test	3	EA	\$ 1,950.00	\$ 5,850.00
Sieve Analysis	3	EA	\$ 81.00	\$ 243.00
Atterberg Limits (Plasticity Index)	3	EA	\$ 74.75	\$ 224.25
<b>Cost Contingency Total</b>				<b>\$ 9,767.25</b>
<b>Proposal Total</b>				<b>\$ 2,655.25</b>

**\*Any stoppage of work due to site access or matters out of ACS Services control once work has started will be billed at the hourly stand by rate of \$179.00 per hour. Site visits will be conducted by ACS Services at no additional charge to verify access if requested to ensure no unforeseen cost.**

All proposals are good for 45 days from the day shown on this document. All changes in work outside of the original agreed upon scope that causes ACS Services to run over on hours not agreed upon will be billed at the hourly stand by rate of \$179.00.

Your success is our priority so please do not hesitate to reach out to me anytime if you have questions.

Sincerely,  
 ACS Services LLC.

*Charles Johnson "Eddie"*

Charles Johnson "Eddie"  
 Drilling Manager  
 2235 W. Broadway Rd.  
 Mesa, AZ 85202  
 office: 480-968-0190  
 cell: 270-254-1500

Acceptance of all outlined pricing, terms and conditions, including General Conditions on page 2.

**Company Name:** \_\_\_\_\_

**Authorized Representative (Name & Title):** \_\_\_\_\_

**Signature:** \_\_\_\_\_



Thank you for the opportunity to provide a quote for one of your potential jobs.

**Ethos**

Pancho Garza, P.E.  
 9180 S Kyrene Rd #104  
 Tempe, AZ 85284

**Project Name: Kenworthy Road**  
**Location: Town of Queen Creek**

**Subject: 4 boring (5' each) on Kenworthy alignment. Contingency - Three double ring percolation tests. Lab work.**

Item	Quantity	Unit	Cost	Price
<b>Drilling</b>				
Mob/Demob	1	LS	\$ 300.00	\$ 300.00
4.25" Auger Drilling (to include SPT sampling)	2.5	HR	\$ 179.00	\$ 447.50
			<b>Drilling Total</b>	<b>\$ 747.50</b>
<b>Lab</b>				
Sieve Analysis	4	EA	\$ 81.00	\$ 324.00
Atterberg Limits (Plasticity Index)	4	EA	\$ 74.75	\$ 299.00
Remolded Swell	2	EA	\$ 87.00	\$ 174.00
Standard Proctor	1	EA	\$ 120.75	\$ 120.75
R-Value	2	EA	\$ 350.00	\$ 700.00
pH, resistivity	2	EA	\$ 145.00	\$ 290.00
			<b>Lab Total</b>	<b>\$ 1,907.75</b>
<b>Contingency Costs</b>				
Project Engineer	24	HR	\$ 125.00	\$ 3,000.00
Support Truck (Water)	3	DY	\$ 150.00	\$ 450.00
Double Ring Percolation Test	3	EA	\$ 1,950.00	\$ 5,850.00
Sieve Analysis	3	EA	\$ 81.00	\$ 243.00
Atterberg Limits (Plasticity Index)	3	EA	\$ 74.75	\$ 224.25
			<b>Cost Contingency Total</b>	<b>\$ 9,767.25</b>
			<b>Proposal Total</b>	<b>\$ 2,655.25</b>

**\*Any stoppage of work due to site access or matters out of ACS Services control once work has started will be billed at the hourly stand by rate of \$179.00 per hour. Site visits will be conducted by ACS Services at no additional charge to verify access if requested to ensure no unforeseen cost.**

All proposals are good for 45 days from the day shown on this document. All changes in work outside of the original agreed upon scope that causes ACS Services to run over on hours not agreed upon will be billed at the hourly stand by rate of \$179.00.

Your success is our priority so please do not hesitate to reach out to me anytime if you have questions.

Sincerely,  
 ACS Services LLC.

*Charles Johnson "Eddie"*

Charles Johnson "Eddie"  
 Drilling Manager  
 2235 W. Broadway Rd.  
 Mesa, AZ 85202  
 office: 480-968-0190  
 cell: 270-254-1500

Acceptance of all outlined pricing, terms and conditions, including General Conditions on page 2.

**Company Name:** \_\_\_\_\_

**Authorized Representative (Name & Title):** \_\_\_\_\_

**Signature:** \_\_\_\_\_





3015 E Illini  
 Phoenix, AZ 85040  
 602-243-1218  
 Fax 602-243-3470

**QUOTATION**

Quote Date	Quote ID
1/17/2022	01172022DD4
Payment Terms	Net 30 Days

Valid Through: 2/16/2022

**ETHOS ENGINEERING LLC**

Accounts Payable  
 9180 S KYRENE ROAD SUITE 104  
 TEMPE, AZ 85284  
 Phone: 480-203-9252

**Job Location:**

IRONWOOD RD. GERMANN  
 Queen Creek  
 Quote Created By: David Deanda  
 Estimated Days: 1

Email: pgarza@ethosengineers.com

Item Description	Price	UOM	Qty/Day	Days	Total Qty.	Total
1 Man 1 Truck- TRAVEL TO JOB *	\$55.00	Per Hour	2	1	2	\$110.00
1 Man 1 Truck- LABOR *	\$55.00	Per Hour	6	1	6	\$330.00
1 Man 1 Truck- RETURN TO SHOP *	\$55.00	Per Hour	2	1	2	\$110.00
Flags *	\$2.30	Per Each	4	1	4	\$9.20
Sandbags *	\$1.01	Per Each	6	1	6	\$6.06
Large Sign *	\$1.00	Per Day	2	1	2	\$2.00
Small Sign *	\$0.64	Per Day	2	1	2	\$1.28
Spring Stand *	\$2.10	Per Day	2	1	2	\$4.20
Sign Stand 4 ft *	\$0.60	Per Day	1	1	1	\$0.60
TCP	\$50.00	Per Each	1	1	1	\$50.00
Vertical Panel Side VP *	\$0.50	Per Day	15	1	15	\$7.50

Note: The \* indicates taxable items.

QUOTE IS FOR A ROLLING SHOULDER CLOSURE ON IRONWOOD RD. FROM GERMANN RD TO NORTH OF PECOS RD.

\* QUOTE IS BASED ON 6HRS. OF LABOR ANY LABOR AFTER 6HRS. CUSTOMER WILL BE BILLED AT \$55.00 PER HR.

<b>EQUIPMENT</b>	\$15.58
<b>ONE TIME CHARGES</b>	\$65.26
<b>LABOR</b>	\$550.00
<b>SUBTOTAL</b>	\$630.84
<b>SALES TAX (8.55%)</b>	\$49.66
<b>QUOTE TOTAL</b>	\$680.50
<b>TOTAL PER DAY</b>	\$613.93

**Scope:** The above quantities are estimated quantities based on information provided by the customer. Actual quantities used in the field will be billed on the customer invoice.

**Included:** Delivery, Setup, Takedown and Pickup

**Excluded:** State, City or County Permits or Fees.

**Add'l Terms:** Invoices are payable with Terms of Net 30 Days.

Any additional equipment added to the job site will be billed separately.

Roadsafe Traffic Systems Contractor License # 24899 L-05, 253153AE

Quote For: ETHOS ENGINEERING LLC - Quote ID: 01172022DD4 (cont.)

*David DeAnda*

1/17/2022

Accepted By:

David Deanda

Date

Signature

Date

RoadSafe Traffic Systems, Inc.

Print Name

Title

Company

February 16, 2022

TY LIN International  
1475 N. Scottsdale Road  
Suite 450  
Scottsdale, AZ 85257

Re: **Town of Queen Creek Ironwood, Pecos & Kenworthy Street Light Design**

Attn: Carlos Sanchez Soria, P.E.

Dear Carlos,

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

**Street Lighting Design Scope of Services:**

1. Coordinate design with owner, civil engineer, landscape architect as required.
2. Visit the site to determine existing street lighting conditions. Up to (1) one visit.
3. Attend up to 3 project coordination meetings virtually.
4. Design will include the required lighting levels and locations to meet Town of Queen Creek requirements.
5. Prepare 22" X 34" streetlight design plan drawings showing all street lighting for the following roadways in three separate plan sets:
  - a. Ironwood Rd (Germann to SR24)
  - b. Pecos Rd (Ironwood to Kenworthy)
  - c. Kenworthy Rd (Germann to Pecos)
6. Prepare 22" X 34" ITS design per Town of Queen Creek requirements to include the following roadways in three separate plan sets:
  - a. Ironwood Rd (Germann to SR24)
  - b. Pecos Rd (Ironwood to Kenworthy)
  - c. Kenworthy Rd (Germann to Pecos)
7. ITS and street light design to be combined in one plan set if both designs are required.
8. Perform in-house QAQC review and modifications.
9. The above plans will be provided to client for submittal review and comment at (15%, 30% CAD only), 60%, 90%, 95%, and final design stages.

Submittals will be made via email in digital PDF format. Client will print, copy and submit to the Town and owner as needed.

10. Up to one set of base drawing changes or updates will be included in this engineering cost proposal. Incorporating any additional base drawing changes will incur additional cost at the rates noted under additional services.
11. Municipal review comments will be responded to and addressed.

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

### **Responsibilities of Others:**

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

### **Final Deliverables:**

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

### **Engineering Fee:**

Ironwood Street Lighting Design Services: **\$7,750** (Lump Sum)  
Pecos Street Lighting Design Services: **\$5,550** (Lump Sum)  
Kenworthy Street Lighting Design Services: **\$5,550** (Lump Sum)

Ironwood ITS Design Services: **\$4,550** (Lump Sum)  
Pecos ITS Design Services: **\$3,300** (Lump Sum)  
Kenworthy ITS Design Services: **\$3,300** (Lump Sum)

Note: Any engineering or services fees requested to be paid by credit card will be charged an additional 4.25% for processing.

**Additional Services:**

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

Principal	\$165/hour	Designer	\$105/hour
Senior Engineer	\$145/hour	Draftsman	\$95/hour
Engineer	\$125/hour	Secretary	\$55/hour

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

I look forward to working with you on this project. Please show your acceptance of this proposal by signing below and returning one copy for my records.

Sincerely,



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

I have received and read Appendix 'A' and agree to all terms and conditions as outlined in Appendix 'A' and this proposal. By signing, the proposal becomes the agreement and is executed.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2022

\_\_\_\_\_

(Company Name)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Print or Type Name)

\_\_\_\_\_

(Title)

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

**Client Billing Information:**

Contract/AP Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Email: \_\_\_\_\_

*It is our desire to keep communication flowing freely. To contact us for contract information or accounts payable information, please email Cami Penrod at [cpenrod@wrightengineering.us](mailto:cpenrod@wrightengineering.us) or call us at 480-497-5829.*

Carlos Sanchez Soria, PE  
Senior Associate  
Transportation Group Manager | Senior Project Manager  
TY Lin International  
1475 N Scottsdale Rd STE 450  
Scottsdale, AZ 85257

VIA E-MAIL

Dear Carlos:

**Re: Level A and B Subsurface Utility Engineering Services  
Ironwood Rd and Pecos Rd**

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

### Scope of Services

#### SUE Level B: Utility Designating

During Utility Designating Services, CobbFendley will:

1. Review all facility records provided by client.
2. Coordinate with municipal and third-party utility providers / owners to collect information regarding their existing facilities.
3. Use collected records to corroborate known existing utilities within the project bounds.
4. Field mark locations of underground utilities using geophysical methods such as electromagnetic methods, ground penetrating radar, acoustic emission methods, magnetic methods.
5. Field verify the location and identification of visible utility facilities with the project corridor.
6. Resolve conflicts and comments between field located and as-built information with the municipal and third-party utility providers/owners.
7. Update the existing utilities CADD Base File.

#### SUE Level A: Test Holes (Locate)

Utility test holes will be performed where the vertical location of existing underground utilities is critical. TY LIN will identify test hole locations based on their conflict analysis. CobbFendley will assist with the final test hole placement to limit impacts to traffic and local businesses. A detailed description of test hole services is below under SUE Level A services. **A total of 20 test holes are included in this proposal.**

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

During Level A Services, CobbFendley will:

1. Coordinate with utility owner inspectors as may be required by law or utility owner policy.
2. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters

(1.076 square feet) unless unusual circumstances exist.

3. Measure and record the following data on an appropriately formatted test hole data sheet.
  - A. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
  - B. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 2.54 cm (1.0 inches) unless a more precise tolerance is specified for the specific location being investigated.
  - C. Elevation of existing grade over utility at test hole location.
  - D. Horizontal location referenced to project coordinate datum.
  
  - E. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
  - F. Utility facility material(s).
  - G. Utility facility condition.
  - H. Pavement thickness and type.
  - I. Coating/Wrapping information and condition.
  - J. Unusual circumstances or field conditions.
4. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.
5. Be responsible for any damage to the utility during the locating process. In the event of damage, CobbFendley shall stop work, notify the appropriate utility facility owner, client project manager, and appropriate regulatory agencies. CobbFendley will not resume work until the utility facility owner has determined the corrective action to be taken.
6. Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material.
7. Furnish and install a permanent above ground marker directly above center line of the utility facility.
8. Provide complete restoration of work site and landscape to equal or better condition than before excavation.
9. Plot utility locate position information to scale and provide a comprehensive utility plan. This information will be provided in AutoCAD format.

#### SERVICES TO BE PROVIDED BY TY LIN

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

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



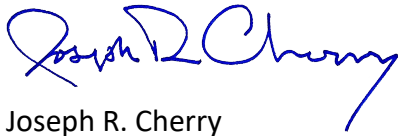
**Basis of Compensation**

The above scope of SUE Level A services can be completed based on the attached table. This is a project specific quote. The total value of this proposal is \$31,664.00.

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

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.



Joseph R. Cherry  
SUE Project Manager

**SUE Level A Estimate - Ironwood Rd and Pecos Rd**

CobbFendley 2022

Classification		Rate	Unit	Quantity	Cost
Project Manager		\$ 184.00	Hour	16	\$2,944.00
Technician III (Drafting)		\$ 108.00	Hour	32	\$3,456.00
Registered Professional Land Surveyor		\$ 184.00	Hour	4	\$736.00
2-Person Survey Crew*		\$ 156.00	Hour	24	\$3,744.00
1-Person Survey Crew*		\$ 113.00	Hour	0	\$0.00
<b>Utility Test Holes*(Level A)</b>					
0-8 feet deep (outside pavement or near edge)		\$ 650.00	Each	12	\$7,800.00
0-5 feet deep (in pavement)		\$ 650.00	Each	3	\$1,950.00
5-8 feet deep (in pavement)		\$ 700.00	Each	3	\$2,100.00
<b>Utility Designating *(Level B)</b>					
2 - Person Designating Crew		\$ 184.00	Hour	16	\$2,944.00
<b>Other Direct Expenses</b>					
MAG Standard (Half Sack Slurry Backfill in ROW)	At Cost +10%	\$ 400.00	Day	3	\$1,200.00
Traffic Control / Barricades	At Cost +10%	\$ 700.00	Day	3	\$2,100.00
Concrete Coring		\$ 85.00	Each	7	\$595.00
Core Reinstatement		\$ 85.00	Each	7	\$595.00

\*Rates shown include personnel, vehicles & standard equipment necessary to complete the task. Cobb Fendley will include supporting backup documentation for all approved reimbursable expenses.

<b>Subtotal for Personnel</b>	<b>\$10,880.00</b>
<b>Subtotal for Utility Test Holes</b>	<b>\$13,350.00</b>
<b>Subtotal for Utility Designating</b>	<b>\$2,944.00</b>
<b>Subtotal for Other Direct Expenses</b>	<b>\$4,490.00</b>

**TOTAL \$31,664.00**



**PROJECT TASK ORDER # 01**

**EXHIBIT B**

**PROJECT SPECIFIC CONDITIONS (IF ANY)**

**N/A**

4820-2637-7466 v1 [53749-1]



TOWN OF  
**QUEEN CREEK**  
ARIZONA

8.E

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

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

**FROM: PAUL T GARDNER, UTILITIES DIRECTOR**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF A FIRST AMENDMENT TO THE ON-CALL PROJECT ORDER 41 WITH SUNRISE ENGINEERING FOR ENGINEERING SERVICES AS NEEDED INCREASING THE TOTAL PROJECT ORDER BY \$20,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$44,999 (FY 22 BUDGETED ITEM).**

**DATE: March 16, 2022**

---

**Suggested Action:**

Move to approve a First Amendment to the On-Call Project Order 41 with Sunrise Engineering for engineering services as needed increasing the total project order by \$20,000 for a total not to exceed amount of \$44,999 (FY 22 Budgeted Item).

**Relevant Council Goal(s):**

Secure Future: KRA Environment

**Discussion:**

One July 23, 2021, the Town entered into Project Order 41, contract 2017-038, with Sunrise Engineering for Engineering Services as needed in an amount not to exceed \$24,999. The Utilities Department is now requesting to increase the project order by \$20,000 for a new not to exceed amount of \$44,999.

Sunrise provides a number of minor services to the Utility Service department in the capacity of an On-Call engineering services consultant. A few examples of this work include providing assistance to Town staff in analyzing new water and sewer system modeling scenarios. As the originator of our Water and Sewer Master Plans and most up to date models Sunrise is the best suited to provide this service. Additionally, Sunrise provides the Utility Services Department with a number of survey related services that are not directly tied to a specific project. Services in this area include developing new legal descriptions for easements, providing survey support to our field staff when building new lines, and providing survey services at the Town's Field Operations Facility.

In years past, these On-Call services did not exceed \$25,000. In the past couple of years, with an increase in the amount of work as well as normal cost escalations for these services, the initial amount of \$24,999 has already been expended. Staff requests Council Approval to add an additional \$20,000 to the existing contract for a continuance of these services as needed.

**Fiscal Impact:**

If approved, the total not to exceed amount for this Project Order will be increased by \$20,000 from \$24,999 to \$44,999. Funding has been identified within the FY 2021/22 Water operating budget for these expanded services.

**Alternatives:**

Council may choose to not approve the proposed project order amendment. If so, staff will work with Council to identify and remedy any concerns.

**Attachment(s):**

1. [SUNRISE ENGINEERING PROJECT ORDER 41 AMENDMENT 01.pdf](#)

**MASTER ARCHITECT AGREEMENT**  
**PROJECT ORDER: General Services Water**  
**Project Order #41, AMENDMENT 1**  
**TOQC Proj. No. 2120-403005**  
**DATE: February 10, 2022**

**Issued by:** Town of Queen Creek Utilities Division

**Issued to:** Sunrise Engineering  
2045 S. Vineyard, Suite 101  
Mesa, AZ 85210

**Project:** **General Services Water**  
**Project Order #41, AMENDMENT 1**  
**TOQC Proj. No. 2120-403005**

Designer shall perform the work and services set forth herein, in accordance with the terms and conditions of the Contract for On-Call Professional Services – Storm Water Management, Water & Waste Water System, RFQ No. 17-008, 2017-038, effective date March 1, 2017 between the Designer and Town.

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

**Background**

The Town Utilities Department requires general civil engineering services required for operations and maintenance of the water system.

**Scope of Work**

SEI shall provide civil engineering services related to the Town’s water system. Tasks will vary based on the specific need of the project, but may include topographic and boundary survey’s, easement legal descriptions and exhibits, CAD drafting, water line or water plant plans, record drawings, Approval to Construct and Approval of Construction’s, water model revisions, construction services and potholing. SEI shall track time used and update the Town monthly.

**PROJECT SCHEDULE:**

Services to begin upon Notice to Proceed.

**SERVICES TO BE PERFORMED:**

Engineering Services per General Project Description above.

**BASIS FOR PAYMENT:**

Tasks will be performed on a time and material basis in accordance with rates & fees shown on the “On-Call Professional Services – Storm Water Management, Water & Waste Water System” Contract. Additional project cost is a **not to exceed** amount of **\$20,000.00** for a total project cost of \$44,999.00.

**PROJECT ORDER**  
**General Services Water – AMENDMENT 1**

**SPECIAL CONDITIONS (if any):**  
Per original contract.

**ADDITIONAL CONTRACT DOCUMENTS (if any):**

**DESIGNER**



Signature

Geoffrey S. Child, P.E.

Print Name

Principal/Engineering Manager

Title

02/10/2022

Date

**TOWN**

Signature

Print Name

Title

Date



TOWN OF  
**QUEEN CREEK**  
ARIZONA

8.F

**TO:** HONORABLE MAYOR AND TOWN COUNCIL  
**THROUGH:** JOHN KROSS ICMA-CM, TOWN MANAGER  
**FROM:** VANCE GRAY, FIRE CHIEF  
**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF THE SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY DEPARTMENT OF PUBLIC HEALTH AND THE QUEEN CREEK FIRE AND MEDICAL DEPARTMENT FOR MASS IMMUNIZATION SERVICES AND ADMINISTRATION.

**DATE:** March 16, 2022

---

**Suggested Action:**

Approve the Second Amendment to the IGA with the Maricopa County Department of Public Health for Mass Immunization Services and Administration.

**Relevant Council Goal(s):**

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

**Discussion:**

The Town of Queen Creek currently has an IGA with Maricopa County Department of Public Health (MCDPH) to administer flu vaccines. By providing flu vaccines, Queen Creek is able to assist hospitals and the healthcare system that may become overwhelmed with patients through the administration of vaccines and reducing the effects of illnesses and thus, eliminating the need to go to a hospital for care. Therefore, MCDPH works with partners and contractors to distribute mass vaccines across Maricopa County.

Town of Queen Creek Fire and Medical Department has a long history of providing immunizations at community locations, schools, community centers and other non-medical facilities, to children and adults. Queen Creek has successfully immunized many Maricopa County residents in partnership with MCDPH through previous agreements.

Maricopa County Department of Public Health (MCDPH) is now collaborating with qualified Contractors to provide COVID-19 vaccines. The intent of this amendment is to increase access to the COVID-19 vaccine and thereby decrease the overall spread of the virus by utilizing the Queen Creek Fire and Medical Department to administer these vaccines.

The only change associated with this Second Amendment extends the term of the agreement until March 2023. All other conditions remain in effect.

**Fiscal Impact:**

There is no negative fiscal impact to Queen Creek. Maricopa County provides the vaccine to Queen Creek at no cost. Queen Creek receives reimbursement of an “administration fee” which equates to \$25.00 for each COVID-19 vaccine given and covers the costs associated of paying fire staff to administer the vaccines.

**Alternatives:**

Town Council could opt not to approve this agreement. In which case, the existing IGA would remain in effect and only cover the administration of the flu vaccine.

**Attachment(s):**

1. [Second Amendment to Intergovernmental Agreement \(IGA\) with Maricopa County Department of Public Health](#)



C Number: C-86-21-061-X-02

AMENDMENT TO INTERGOVERNMENTAL AGREEMENTS (IGA) WITH TOWN OF QUEEN CREEK FOR MASS IMMUNIZATION SERVICES AND ADMINISTRATION

The above-named contract is hereby amended as specified below:

1. Extend the expiration date one year to March 31, 2023.
2. Revise the contract funding language to state: combined funding for all contractors providing this service shall not exceed the previously approved \$11,500,000. This expenditure approval was received under C-06-20-546-M-00 and C-06-20-552-M-00. The individual cumulative not-to-exceed amount for each Contract is removed.
3. Current reimbursement rates are subject to change. Rate updates can be found on the Maricopa County Department of Public Health Vaccine Vendor website located at <https://www.maricopa.gov/5642/COVID-19-Vendor-Resources> or by contacting your Vaccine Coordinator.
4. All other terms of the IGA remain unchanged.

FOR COUNTY:

Jack W. Sellers NOV 17 2021  
 Jack Sellers, Chairman Date  
 Board of Supervisors

FOR TOWN OF QUEEN CREEK:

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

APPROVED AS TO FORM:

1st Anne Longo 11/17/21  
 Attorney for County Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott A. Holcomb, Attorney

ATTEST:

Juanita Cruz NOV 17 2021  
 Office of the Clerk of the Board Date

ATTEST:

\_\_\_\_\_  
Maria Gonzalez, Town Clerk



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

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

**FROM:** VANCE GRAY, FIRE CHIEF

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE TOWN OF GILBERT FOR FIRE INVESTIGATION SERVICES.

**DATE:** March 16, 2022

---

**Suggested Action:**

To approve the Intergovernmental Agreement (IGA) with the Town of Gilbert for a cooperative fire investigation services.

**Relevant Council Goal(s):**

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

**Discussion:**

Currently, Queen Creek Fire and Medical Department along with Gilbert Fire and Rescue have only one fire investigator that can respond to fire incidents. This essentially means that these fire investigators are always on call for their respective agencies during off duty periods. By establishing this IGA, and setting up a rotational schedule between the two investigators, one of the investigators can be on call for both towns and thus reducing the need for both fire investigators to be on call for their respective agencies. This relationship improves efficiencies for both agencies.

**Fiscal Impact:**

There is no fiscal impact to Queen Creek.

**Alternatives:**

Queen Creek would continue to operate with one fire investigator who is on call to respond to fire incidents.

**Attachment(s):**

1. [Town of Gilbert IGA - Fire Investigator Services](#)

INTERGOVERNMENTAL AGREEMENT FOR THE USE OF FIRE  
INVESTIGATORS BETWEEN THE TOWN OF GILBERT AND THE TOWN OF  
QUEEN CREEK

# \_\_\_\_\_

**DO NOT REMOVE**

**THIS IS PART OF THE OFFICIAL DOCUMENT.**

**INTERGOVERNMENTAL AGREEMENT FOR THE USE OF FIRE  
INVESTIGATORS BETWEEN THE TOWN OF GILBERT AND THE TOWN OF  
QUEEN CREEK**

THIS AGREEMENT ("Agreement") is entered into as of the \_\_\_\_\_ ("Effective Date") between the TOWN OF GILBERT, an Arizona municipal corporation ("Gilbert"), and the TOWN OF QUEEN CREEK, an Arizona municipal corporation ("Queen Creek"), collectively known herein as the "Parties" and each individually as "Party."

**RECITALS**

WHEREAS, the Parties are authorized pursuant to A.R.S. § 11-951, *et. seq.*, and the respective provisions of their Town charters and related code and ordinances to enter into intergovernmental agreements to carry out municipal services; and

WHEREAS the Parties both perform the function of fire prevention within their respective jurisdictions; and

WHEREAS the Parties have a need for enhanced fire investigation coverage through the use of on-call Fire Investigators in their respective jurisdictions; and

WHEREAS the Gilbert Fire & Rescue Department ("GFRD") has a Fire Investigator and the Queen Creek Fire & Medical department ("QCFM") has a Fire Investigator, and both Parties have a need for on-call fire investigation coverage duties in their respective jurisdictions twenty-four hours a day, seven days a week.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

**AGREEMENT**

**1. Purpose of the Agreement:**

The Parties desire to enter into this Agreement for the purpose of creating a mutually beneficial relationship for the mutual use of each Party's respective Fire Investigator in an effort to provide on-call coverage for fire investigations in both jurisdictions twenty-four hours a day, seven days a week.

**2. Duration, Renewal, and Termination:**

This Agreement shall commence on the Effective Date set forth above, and shall be for a term of one (1) year. This Agreement shall automatically renew for an additional one (1) year term under the same terms and conditions, including any adopted amendments

in effect at the time of renewal, and shall continue to automatically renew every year after the initial one (1) year term for a period of up to five (5) years total, terminating five (5) years after the initial Effective Date.

This Agreement may be terminated by either Party, with or without cause, upon ninety (90) days written notice to the other Party. Each Party agrees to return any and all equipment and/or property in its control or possession to the owner-Party no later than thirty (30) days after termination.

### **3. Fees, Costs, or Compensation for Services:**

Each Party agrees to pay the salary, employee related expenses, overtime, equipment, transportation, and other expenses required for its respective Fire Investigator's participation in the rotation schedule and there will be no additional compensation from the other jurisdiction for fire investigations performed in their jurisdiction. The duties and responsibilities shall be carried out by the Parties in accordance with Paragraph 4 "Scope of Work".

### **4. Scope of Work:**

Scope of Work shall represent the agreed upon duties and responsibilities between GFRD and QCFM. In the event that additional duties or responsibilities are required by either party, an additional agreement shall be executed in writing and signed by the Parties.

- A. Schedule. Each Party is responsible for on-call fire investigation coverage of both Party's jurisdictions and will be assigned a one-week coverage period that will alternate between each Party on a scheduled rotation. The assigned Party's Fire Investigator will provide on-call fire investigations in both jurisdictions during their assigned week. The on-call schedule shall start with GFRD and begin Monday morning at 7:00 am and end the following Monday morning at 6:59 am following the Effective Date of this agreement and continue to alternate between Parties.
- B. Large-scale Fire Incident. In the event of a large-scale fire incident or the need for assistance at a fire scene, the lead Fire Investigator may request the assistance of a Fire Investigator from the other jurisdiction.
- C. Arson. In the event a Fire Investigator is investigating a fire outside of their respective agency's jurisdiction and arson is suspected, the Fire Investigator will notify the other Party's Fire Investigator and relinquish the investigation to the other Party's Fire Investigator.

### **5. Disputes:**

Disputes arising from this Intergovernmental Agreement shall be subject to arbitration as may be required by A.R.S. § 12-1518. A notice of a dispute must be provided

in writing to the other Parties and provide a summary of the issue that is the subject of the dispute.

- A. The Parties shall confer within thirty (30) days of receipt of a notice of dispute to resolve the dispute and/or decide, within ten (10) days after conferring, on a mutually acceptable arbiter. If a mutually acceptable arbiter cannot be agreed upon within thirty (30) days after conferring, the Parties agree that each Party shall name one (1) arbiter and those two (2) arbiters shall select a third arbiter. Any decisions made shall be made by a majority of the panel of three arbiters.
- B. If any Party decides to proceed to arbitration in lieu of terminating this Intergovernmental Agreement, arbitration shall be binding. The cost of any arbitration shall be shared equally by the Parties.

## **6. Insurance Representations and Requirements:**

Each party shall maintain insurance coverage to insure against the risks associated with the duties to be performed by each party pursuant to the terms of the Agreement. The Parties further agree that they are not joint employers for the purpose of workers compensation coverage and that either Party's employees shall remain an employee of such Party. To the extent that employees of one Party perform duties on behalf of another Party, such employee shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. Each Party shall be solely liable for any workers' compensation benefits which may accrue for their respective employee. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

## **7. Contract Administrator:**

The Contract Administrators for this Agreement are the Fire Chiefs or their designees, of the respective Party.

## **8. Indemnification:**

- A. Indemnity of Queen Creek. To the fullest extent permitted by law, Gilbert, its successors, guarantors, and any assignees shall defend, indemnify and hold harmless Queen Creek, its authorized agents, authorized representatives, officers, directors, officials and employees from and against any and all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, liabilities,

finances, charges, penalties, judgments, orders, remedial actions of any kind, and all costs and cleanup actions of any kind, all costs and expenses incurred in connection therewith, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all reasonable fees from experts or other professionals, costs of defense related to, arising from, or out of, directly or indirectly, in whole or in part, or resulting from any negligent or intentional actions caused by Gilbert, or its employees, authorized agents, authorized representatives or contractors in the course of providing services under this Agreement.

- B. Indemnity of Gilbert. To the fullest extent permitted by law, Queen Creek, its successors, guarantors, and any assignees shall defend, indemnify and hold harmless Gilbert, its authorized agents, authorized representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, liabilities, fines, charges, penalties, judgments, orders, remedial actions of any kind, and all costs and cleanup actions of any kind, all costs and expenses incurred in connection therewith, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all reasonable fees from experts or other professionals, costs of defense related to, arising from, or out of, directly or indirectly, in whole or in part, or resulting from any negligent or intentional actions caused by Queen Creek, or its employees, authorized agents, authorized representatives or contractors in the course of providing services under this Agreement.
- C. Indemnity's Effect on Insurance Provisions. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of these paragraphs and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of these paragraphs shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

## 9. Notices:

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be in writing and mailed or delivered to the respective Parties as follows:

Fire Chief  
Gilbert Fire & Rescue  
85 E. Civic Center Dr.  
Gilbert, Arizona 85296

Fire Chief  
Queen Creek Fire & Medical  
22358 S. Ellsworth Rd.  
Queen Creek, Arizona 85142

#### **10. Other Duties Imposed by Law:**

Nothing in this Agreement shall be construed as relieving the Parties of any obligation or responsibility imposed on it by law.

#### **11. Waiver of Terms and Conditions:**

The failure of either Party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement, or to exercise any right or privilege contained herein, shall not be considered as thereafter waiving such terms, conditions, rights, or privileges, and they shall remain in full force and effect.

#### **12. Conflict of Interest:**

The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

#### **13. Compliance with Laws and Policies:**

The Parties shall comply with all federal, state, local laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement, and any disputes hereunder. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.

#### **14. Compliance with Civil Rights:**

The Parties to this Agreement agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4, and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act. No Party shall engage in any form of illegal discrimination with respect to applications for employment or student status or employees or students.

#### **15. Compliance with the E-VERIFY Program:**

To the extent provisions of A.R.S. § 41-4401 are applicable, each Party warrants to the other Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. § 23-214(A).

A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.



The Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement, or any related subcontract, to ensure compliance with the warranty given above.

Either Party may conduct a random verification of the employment records of the other Party to ensure compliance with this warranty.

A Party will not be considered in material breach of this Agreement if it establishes that it has 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 provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

**16. No Joint Venture:**

It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to create any partnership, joint venture, or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

**17. No Third-Party Beneficiaries:**

Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

**18. Non-Assignment:**

Neither Party shall assign its interest in this Agreement, either in whole or in part.

**19. Severability:**

If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

**20. Governing Law, Dispute Resolution, and Jurisdiction:**

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and other costs of litigation.

**21. Entire Agreement:**

This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either expressed or implied, written, or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.

*SIGNATURES ON FOLLOWING PAGE*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth above:

**Town of Gilbert**

**Town of Queen Creek**

---

Brigette Peterson, Mayor

---

Gail Barney, Mayor

ATTEST:

ATTEST:

---

Chaveli Herrera, Town Clerk

---

Maria Gonzalez, Town Clerk

APPROVED AS TO FORM: The undersigned attorney acknowledges that they have reviewed the above agreement on behalf of Gilbert, and has determined that this Agreement is in proper form and is within the powers and authority granted to Gilbert under the laws of the State of Arizona.

APPROVED AS TO FORM: The undersigned attorney acknowledges that they have reviewed the above agreement on behalf of Queen Creek, and has determined that this Agreement is in proper form and is within the powers and authority granted to Queen Creek under the laws of the State of Arizona.

---

Chris Payne, Town Attorney

---

Scott Holcolmb, Town Attorney



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

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

**FROM:** RANDY BRICE, CHIEF OF POLICE

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN MARICOPA COUNTY AND THE TOWN OF QUEEN CREEK FOR THE PURPOSE OF ANIMAL SHELTERING SERVICES.

**DATE:** March 16, 2022

---

**Suggested Action:**

Staff recommends approval of the IGA between Maricopa County and the Town of Queen Creek for the purpose of Animal Sheltering Services.

**Relevant Council Goal(s):**

Safe Community (Public Safety)

**Discussion:**

Maricopa County Animal Care and Control (MCACC) provides services to more than 20 communities throughout the Phoenix region. The Town's current IGA with MCACC expires at the end of FY21/22. The attached IGA is for FY22/23, and includes the option to renew up to two successive 12-month terms (not to exceed the duration of the term of June 30, 2027). However, the IGA may be terminated at any time without cause by giving 90 days written notice.

MCACC focuses on the dog and cat populations in the Phoenix region. Specifically, they control/impound animals (dogs) at-large, enforce licensing and rabies vaccination laws/ordinances, and conduct rabies surveillance and impound of Animals who have bitten a human.

MCACC does not address wildlife or livestock issues.

MCACC will not assist with any sort of animal seizure/impoundment related to police investigations of neglect, abuse, abandonment, or subsequent to an arrest, fire scene, or any situation where a seizure is conducted by law enforcement.

Arizona Revised Statutes and a Maricopa County ordinance require an IGA to be in place that grants MCACC the authority to enforce municipal codes.

The IGA/contract allows for the sheltering for impound and/or quarantine for the following conditions only:

- Bite Cats: unvaccinated cats that have bitten a person;
- Bite Dogs: unvaccinated dogs that have bitten a person;
- Stray Dogs;
- Exposure animals at the request of Maricopa County Department of Public Health or Arizona Department of Health Services (“DHS”) provided the Town supplies the necessary paperwork;
- Owner surrender bite dogs for euthanasia only at cost; and
- Any Animals not listed above, with prior written approval by the County.

This IGA is a companion to the IGA with MCACC for Animal Control/Enforcement Services and they are interdependent.

**Fiscal Impact:**

There is no anticipated fiscal impact for animal sheltering services under this IGA for FY 22/23.

**Alternatives:**

1. The Town Council may decide not to renew the contract, and not receive animal control services within the Town.
2. The Town Council may direct staff to investigate contracting options with the City of Mesa, Pinal County, the City of Apache Junction, or others.
3. The Town Council may direct staff to research the cost to the Town to provide animal care and control services.

**Attachment(s):**

1. [IGA - FY23-28 Sheltering Services](#)

# INTERGOVERNMENTAL AGREEMENT

## MARICOPA COUNTY ANIMAL CONTROL FACILITIES USE AGREEMENT FOR SHELTERING SERVICES

BETWEEN

**MARICOPA COUNTY**  
[Administered by its Animal Care & Control Department]

and

**THE TOWN OF QUEEN CREEK**

**THIS INTERGOVERNMENTAL AGREEMENT** (“IGA” or “Agreement”) for use of Maricopa County Animal Pounds as prescribed in A.R.S. § 11-1013 (hereinafter “Animal Control Facilities”) is entered by and between Maricopa County, a political subdivision of the State of Arizona, administered by its Animal Care & Control Department (collectively referred to as “County”), and the **TOWN OF QUEEN CREEK** (“Town”), a municipal corporation of the State of Arizona. The County and City are collectively referred to as “Parties” and individually as “Party.”

**1.0 PURPOSE:** The purpose of this Agreement is to memorialize the Parties’ rights and responsibilities related to the County’s provision, and the Town’s use, of County Animal Control Facilities.

### **2.0 AUTHORITY**

- 2.1 Arizona Revised Statutes (“A.R.S.”) § 11-201(A)(3) authorizes the Board of Supervisors to contract on behalf of the County.
- 2.2 A.R.S. §§ 11-952 and 11-1013 authorize the County and Town, as public agencies, to enter into IGAs for joint cooperative action and agreement for the operation and use of Animal Control Facilities.
- 2.3 A.R.S. § 11-251(47) authorizes the County to make and enforce ordinances for the protection and disposition of Domestic Animals subject to inhumane, unhealthful, or dangerous conditions or circumstances.
- 2.4 A.R.S. § 11-1005(A)(3) and County Ordinance No. P-13, Rabies/Animal Control (“County Ordinance No. P-13”) authorize the Board of Supervisors to contract with the Town to enforce the provisions of any Town ordinance enacted for the control of dogs if the provisions are not specific to breed.

- 2.5 A.R.S. §11-1005(C), and County Ordinance No. P-13 authorize the County to establish fees for impounding and maintaining Domestic Animals at Animal Control Facilities.
- 2.6 Pursuant to A.R.S. § 9-240 and Section 2-1-2 of the Queen Creek Town Code (“Town Code”), the Town has the authority to enforce the provisions of Article 6-2, Rabies/Animal Control Leash Law, of the Town Code.
- 3.0 TERM:** This Agreement is effective on July 1, 2022 (“Effective Date”) and terminates on June 30, 2027 (collectively, “Term”).
- 4.0 AMENDMENTS:** Any modification or amendment to the terms and conditions of this Agreement must be made by mutual written agreement signed by authorized signers for the Parties, including a new effective date.
- 5.0 RENEWAL:** The Parties may renew this Agreement as many times as is desirable, but each extension may not exceed the duration of the Term (“Renewal”).
- 6.0 DEFINITIONS**
- 6.1 The Definitions at A.R.S. § 11-1001 and Chapter 6 of the Town Code are hereby incorporated into this Agreement and shall be capitalized when used in this Agreement. In the event the County and Town definitions conflict, the County definitions shall control. Additionally, the following terms are used in this Agreement.
- 6.2 **Capacity:** Means the following:
- 6.2.1 West Valley:
- 6.2.1.1 350 large kennels for adoptable and/or stray dogs
- 6.2.1.2 24 kennels for small adoptable and/or stray dogs
- 6.2.1.3 15 “Life Rooms” for adoptable dogs
- 6.2.1.4 30 quarantine kennels for bite dogs
- 6.2.1.5 10 clinic kennels for injured dogs
- 6.2.1.6 10 kennels for stray cats
- 6.2.1.7 10 kennels for underage kittens
- 6.2.1.8 40 spaces for adoptable cats
- 6.2.2 East Valley:
- 6.2.2.1 354 medium/large kennels for adoptable and/or stray dogs
- 6.2.2.2 48 kennels for puppies and/or cats
- 6.3 **County Observed Holidays:** Refers to the County holidays listed on the County Clerk of Court website.
- 6.4 **Eligible Animals:** The County will accept the following Animals from the Town’s Animal Enforcement Agent and its residents for Impound and/or quarantine in

County Animal Control Facilities that have the Capacity to receive Eligible Animals (“Eligible Animals”):

- 6.4.1 Bite Cats: unvaccinated cats that have bitten a person;
- 6.4.2 Bite Dogs: unvaccinated dogs that have bitten a person;
- 6.4.3 Stray Dogs;
- 6.4.4 Exposure animals at the request of Maricopa County Department of Public Health or Arizona Department of Health Services (“DHS”) provided the Town supplies the necessary paperwork;
- 6.4.5 Owner surrender bite dogs for euthanasia only at cost; and
- 6.4.6 Any Animals not listed above, with prior written approval by the County.

6.5 **Ineligible Animals:** The County will not accept the following Animals from the Town for Impound and/or quarantine in County Animal Shelters (“Ineligible Animals”):

- 6.5.1 Any Animal required to be impounded pursuant to a police investigation, arrest, or warrant;
- 6.5.2 Any Animal required to be impounded pursuant to any animal cruelty, neglect, abandonment, or welfare check case;
- 6.5.3 Sick or injured Animals;
- 6.5.4 Animals impounded after a traffic accident;
- 6.5.5 Animals other than dogs or cats for bite quarantine;
- 6.5.6 Any species other than a dog or cat except as noted in 6.4.6, above;
- 6.5.7 Animals, alive or dead, that are to be submitted to DHS for rabies testing;
- 6.5.8 Animals to be held pursuant to a vicious case OR relinquished to the Town due to a vicious case;
- 6.5.9 Animals associated with police actions not in violation of this ordinance or that are seized from an owner;
- 6.5.10 Dogs ordered into custody pursuant to a court order; and
- 6.5.11 Owner surrenders except pursuant to 6.5.6.

6.6 **Intake Hours:** The County will accept Eligible Animals for Impound and/or quarantine Monday through Sunday during the hours of 11:00 a.m. to 1:00 p.m. at an Animal Control Facility with Capacity to receive Eligible Animals (“Intake Hours”).

## 7.0 COUNTY RESPONSIBILITIES

The County agrees to perform the following services (“County Services”):

- 7.1 Establish written intake/booking procedures (“Intake Procedure”) for the Town prescribing recordkeeping requirements and tracking of, at minimum, source or caller identification, breed, animal gender, approximate age, circumstances of impound, species, location of impound by street and zip code, Town tracking number.



- 7.2 Create an intake form to collect information necessary to track Animal intake (“Intake Form”) and provide Intake Procedure and Intake Form to Town.
- 7.3 Maintain facilities, equipment, and trained personnel for provision of County Pounds.
- 7.4 Accept Eligible Animals for Impound and/or quarantine from the Town during Intake Hours. If the Town’s Animal Enforcement Agent delivers an Eligible Animal to a County Animal Control Facility outside of Intake Hours during After Hours, the County may refuse delivery or accept delivery and charge the Town an After Hours delivery fee.
- 7.5 Provide proper care and maintenance in accordance with A.R.S. §§ 11-1013(B) and 11-1021 to all Eligible Animals impounded and/or quarantined at Animal Control Facilities.
- 7.6 Impound Eligible Animals in accordance with the impound periods as outlined in A.R.S. §§ 11-1013 and 11-1014.
- 7.7 Invoice the Town on a quarterly basis for services rendered according to the fees and costs schedule in Appendix A. The County may review these fees and costs at the end of the Term to ensure they continue to reflect the services rendered.
- 7.8 The County reserves the right to deny intake of an Animal for any behavior issue deemed by the County to be a threat to public health or safety.
- 7.9 The County reserves the right to return Animals to the Town at the expiration of the legal holding period.
- 7.10 The County may temporarily suspend this Agreement without notice and in its sole discretion if the County determines:
  - 7.10.1 The Town is non-compliant with a provision of this Agreement; or,
  - 7.10.2 The health and safety of an Animal or person is in jeopardy.
  - 7.10.3 A temporary suspension imposed by the County shall remain in effect unless and until the Town comes into compliance or until the County enters a permanent order after notice and opportunity for hearing.
  - 7.10.4 The Town shall be notified in writing for the reason for the temporary suspension upon issuance of the suspension and the Town shall have five (5) business days to respond in writing from the date of the notice. The notice shall comply with the Notice provisions in Section 13, below.

**8.0 TOWN RESPONSIBILITIES**

The Town agrees to perform the following services (“Town Services”):

- 8.1 Only deliver Eligible Animals to the County for impounding and/or quarantining.
- 8.2 In the case of a bite animal, provide a copy of the agency bite report which shall include owner name, address, and phone number (if known); victim name, address, phone number, and age; circumstances of bite, date, and time bite occurred, location where bite occurred, including zip code; victim relationship to animal owner,

severity of bite, wound location on body, and what medical treatment, if any, was provided or sought.

- 8.3 Before attempting delivery of an Eligible Animal to a County Pound, conduct lost and found efforts to return the Animal to its Owner, including but not limited to, scanning Eligible Animal for microchips and contacting potential Owner.
- 8.4 Deliver only Eligible Animals to a County Animal Control Facility for impound and/or quarantine during Intake Hours.
- 8.5 Deliver Animals that are or, are suspected to be, victims of abandonment, cruelty or neglect to the provider contracted by the Town for such services.
- 8.6 Deliver sick or injured Animals directly to a vet of the Town's choosing.
- 8.7 Comply with County Intake Procedure.
- 8.8 Upon delivery of the Eligible Animal by the Town to the County, provide the following information for all Eligible Animals delivered to the County by the Town:
  - 8.8.1 Documentation showing attempts to return Eligible Animal to its Owner;
  - 8.8.2 Prior complaints made to the Town about the animal;
  - 8.8.3 Bite history; and all information as outlined in 8.2;
  - 8.8.4 Information necessary to aide in the control of rabies, such as knowledge of bites, knowledge of rabies, etc.; and,
  - 8.8.5 Any additional information requested by the County that is necessary to properly impound, care for and pathway the Eligible Animal.
- 8.10 Daily boarding fee for the mandatory 3 day hold for all Animals of the same species as established in Appendix A to this Agreement.
- 8.11 Reserve sufficient funds in fiscal budget to pay for fees and costs charged pursuant to Appendix A to this Agreement.
- 8.12 Promote and enforce licensing as prescribed in A.R.S. §§ 11-1008, 11-1012, and Chapter 6 of the Town Code.

## **9.0 RECORDS**

- 9.1 At minimum, the Parties shall keep the following records under this Agreement ("Records"):
  - 9.1.1 Intake counts;
  - 9.1.2 Electronic impound records;
  - 9.1.3 Documentation of Town attempts to return animal to Owner;
  - 9.1.4 All documentation related to dog licenses;
  - 9.1.5 All documentation related to rabies; and
  - 9.1.6 Any other books, accounts, reports, files or other documents related to this Agreement.
- 9.2 The Parties shall retain records in accordance with their applicable retention rules and policies. The County shall retain records in accordance with the County

Records Management policy, A2101. The Town shall retain records in accordance with the Town's standard record retention policies.

- 9.3 The Parties waive their respective public records procedure for obtaining Records.
- 9.4 The Parties shall have full access to, and the right to examine, copy, and make use of all Records relevant to this Agreement no later than ten (10) business days from the date of request.
- 9.5 The Town will have access to County dog licensing data through a web portal, calls to the Animal Control Facility, and by email. The Town will pay an annual Data Access and Maintenance fee to maintain this access. Use of the web portal, phone calls, or emails for licensing data are not subject records requests.
- 9.6 The Parties acknowledge some Records may be protected from disclosure under Arizona law. The Parties shall consult with counsel prior to disclosing.

**10.0 FINANCING:** The Town will pay for the impounding and quarantining activities under this Agreement pursuant to the fees and costs schedules in Appendix A to this Agreement.

**11.0 NON-APPROPRIATION:** Notwithstanding any other provision in this Agreement, every payment obligation of the Town under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the appropriating body resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the County at the end of the period for which funds are available. No liability shall accrue to the Town or County in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages due to termination under this paragraph.

## **12.0 AUDITS**

- 12.1 Each Party may audit and inspect the other Party's work to verify compliance with this Agreement.
- 12.2 All Records shall be subject at all reasonable times to inspection and audit by either Party for five years after completion of the Agreement.
- 12.3 The owner of the Records shall produce the requested Records as designated in this Agreement.
- 12.4 Each Party, prior to conducting an audit, must give sixty (60) calendar days' notice to the other Party. Notice shall be given as provided in section 13.0.

**13.0 NOTICE:** Whenever written notice is required or permitted under this Agreement, such notice shall be deemed to have been sufficiently given if personally delivered or deposited in the United States mail in a properly stamped envelope – certified or registered mail, return receipt requested – or electronically mailed, addressed to:

**MARICOPA COUNTY**

Maricopa County Animal Care & Control  
c/o Al Aguinaga, Field Enforcement  
Division Manager  
2500 S. 27th Avenue  
Phoenix, AZ 85009  
Al.Aguinaga@maricopa.gov  
(602) 506-2737

cc:

Maricopa County Animal Care & Control  
c/o Kristi McMahan, Finance Manager  
2500 S. 27th Avenue  
Phoenix, AZ 85009  
Kristi.McMahan@maricopa.gov  
(602) 372-0602

**TOWN OF QUEEN CREEK**

Town of Queen Creek  
c/o John Kross  
Town Manager  
22358 S Ellsworth Rd  
Queen Creek, AZ 85142  
John.Kross@queencreekaz.gov  
(480) 358-3905

cc:

Town of Queen Creek  
Public Safety Building  
c/o Randy Brice, Chief of Police  
20727 E. Civic Parkway  
Queen Creek, AZ 85142  
Randy.Brice@queencreekaz.gov  
(480) 358-3535

**14.0 TERMINATION**

- 14.1 Any Party may terminate this Agreement at any time without cause by giving ninety (90) days' written notice ("Termination").
- 14.2 Partial termination is prohibited.
- 14.3 Pursuant to the provisions of A.R.S. § 38-511, either Party may cancel this Agreement without penalty or obligation, if any person significantly involved in the initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the terminating Party is at any time while the Agreement or any extension thereof is in effect an employee of the other party to the Agreement in any capacity with respect to the subject matter of this Agreement.
- 14.4 In the event of non-payment by Town, this Agreement shall terminate as of the date of last payment received and County obligations hereunder shall immediately cease.
- 14.5 Upon termination of this Agreement, all property involved will revert to the owner. Termination will not relieve any Party from liabilities or costs already incurred under this Agreement, nor affect any ownership pursuant to this Agreement. Any Eligible Animals still in the custody of the County at the termination of this Agreement will become the property of the Town at the end of the hold period established by statute and will be governed by this Agreement.

- 15.0 INDEPENDENT CONTRACTOR:** The Town is an independent contractor, including the Town's employees, agents, and subcontractors. Nothing in this Agreement will be construed to create any partnership, joint venture, or employment relationship between the Parties or create any employer-employee relationship between a Party and the employees of the other Party. Neither Party will be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other.
- 16.0 SUBCONTRACTING:** The Town shall not subcontract any portion of this Agreement to a subcontractor without the prior express, written consent of the County. The County reserves the right to reject a subcontractor if the County determines the subcontractor fails to comply with any term of this Agreement or if the County determines the subcontractor does not pass a background check or fails any other criteria related to the health or safety of Animals and employees.
- 17.0 ASSIGNMENT:** This Agreement shall not be assigned, in whole or in part, without the prior written consent of the Parties, and any purported assignment in contravention of this provision shall be null and void.
- 18.0 NONDISCRIMINATION:** The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
- 19.0 IMMIGRATION; E-VERIFY:** To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance, on behalf of themselves and all subcontractors, with all federal immigration laws and regulations relating to their employees, and, compliance with the E-Verify requirements under A.R.S. § 23-214(A). Any Party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching Parties may terminate this Agreement. The Parties retain the legal right to inspect the papers of any other Party to ensure that the Party is complying with the above-mentioned warranty under this Agreement.
- 20.0 INDEMNIFICATION:** To the fullest extent permitted under Arizona law, each Party and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers (as "Indemnitee"), from and against any and all claims, actions, liabilities, damages, losses, costs, or expenses (including court costs, attorneys' fees, claim processing) (collectively, "Claims") arising out of bodily or personal injury of any person (including death) or tangible or intangible property damage, in whole or in part, by the

negligent or willful acts or omissions of Indemnitor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation law. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Indemnitor against all Claims. It is agreed that the Town will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the County or the Town in any State or Federal Court arising from the negligent or willful acts or omissions of the Parties.

**21.0 PARTIAL PERFORMANCE:** The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other term, either in the past or in the future.

**22.0 INSURANCE:** The Parties agree to secure and maintain sufficient insurance coverage for all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

**23.0 HEADINGS:** Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**24.0 ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement.

**25.0 APPLICABLE LAW:** Each Party shall comply with all applicable federal, state, and local laws, ordinances, Executive Orders, rules, regulations, standards, and codes whether or not specifically referenced herein.

**26.0 VENUE; CHOICE OF LAW**

26.1 The proper venue for any proceeding arising from this Agreement shall be Maricopa County, Arizona. This Agreement shall be construed in accordance with and be governed by the laws of the State of Arizona.

26.2 This Agreement and all obligations imposed on the Parties arising under this Agreement shall be subject to any limitations of budget law or other applicable local law or regulations. No term in this Agreement shall be construed to relieve the Parties of any obligations or responsibilities imposed on Parties by law.

**IN WITNESS WHEREOF**, the undersigned executing this Agreement on behalf of each Party represent and warrant that he/she is duly authorized to execute and deliver this Agreement on behalf of each Party and that this Agreement is binding on said Party in accordance with its terms. The Parties enter into this Agreement as of the date last set forth below (“Effective Date”).

**MARICOPA COUNTY**

**TOWN OF QUEEN CREEK**

By:

By:

\_\_\_\_\_  
Jack Sellers, Chairman  
Maricopa County Board of Supervisors

\_\_\_\_\_  
Gail Barney, Mayor  
Town of Queen Creek

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Attest:*

*Attest:*

\_\_\_\_\_  
Juanita Garza, Clerk of the Board

\_\_\_\_\_  
Maria Gonzalez, Town of Queen Creek Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Approved as to Form:*

Undersigned counsel has reviewed the foregoing Agreement pursuant to A.R.S. § 11-952 (D) and has determined it is in proper form and within the powers and authority granted under the laws of this state to the County and Town.

\_\_\_\_\_  
Karen Hartman-Tellez,  
Maricopa County Deputy Attorney

\_\_\_\_\_  
Scott A. Holcomb  
Attorney for Town of Queen Creek

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX A IMPOUND FEE SCHEDULE

Pursuant to A.R.S. § 11-1005(C), the Board of Supervisors has authority to establish the following fees for impounding and maintenance of animals at County Animal Control Facilities. The Town shall pay these fees on a quarterly basis to Animal Control Fund 572.



Each jurisdiction's licensing revenue / compliance is used to offset the sheltering cost.

Since the average length of stay is 9 days, 33% of the total licensing revenue from that jurisdiction is applied to the 3-day holding cost; thus, reducing the amount charged. The higher the licensing compliance in the city/town, the lower the sheltering fee.

Note: Does not include 5-day hold requirement for those animals that have a microchip or the 10-day hold for quarantined bite animals.

**AVG FY20/FY21 Calculations for Initial Year (FY2023 or 7/1/22 - 6/30/23):**

Yearly # of Impounds	At \$108 each	Town's Licensing Revenue	33% Licensing Offset	Adjusted Sheltering Cost (cost-offset)
89	\$9,612	\$88,524	\$29,213	\$0





TOWN OF  
**QUEEN CREEK**  
ARIZONA

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

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

**FROM: RANDY BRICE, CHIEF OF POLICE**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN MARICOPA COUNTY AND THE TOWN OF QUEEN CREEK FOR THE PURPOSE OF ANIMAL CONTROL AND ENFORCEMENT SERVICES IN THE AMOUNT OF \$41,113 (CONTINGENT ON APPROVAL OF FY 22/23 BUDGET).**

**DATE: March 16, 2022**

---

**Suggested Action:**

To approve the IGA between Maricopa County and the Town of Queen Creek for the purpose of Animal Control and Enforcement Services in the amount of \$41,113.

**Relevant Council Goal(s):**

Safe Community (Public Safety)

**Discussion:**

Maricopa County Animal Care and Control (MCACC) provides services to more than 20 communities throughout the Phoenix region. The Town’s current IGA with MCACC expires at the end of FY21/22. The attached IGA is for FY22/23, and includes the option to renew up to two successive 12-month terms (not to exceed the duration of the term of June 30, 2027). However, the IGA may be terminated at any time without cause by giving 90 days written notice.

MCACC focuses on the dog and cat populations in the Phoenix region. Specifically, they control/impound animals (dogs) at-large, enforce licensing and rabies vaccination laws/ordinances, and conduct rabies surveillance and impound of Animals who have bitten a human.

MCACC does not address wildlife or livestock issues.

MCACC will not assist with any sort of animal seizure/impoundment related to police investigations of neglect, abuse, abandonment, or subsequent to an arrest, fire scene, or any situation where a seizure is conducted by law enforcement.

Arizona Revised Statutes and a Maricopa County ordinance require an IGA to be in place that grants

MCACC the authority to enforce municipal codes.

The IGA/contract includes response time schedules for priority calls:

- Priority 1: 1 hour or less
- Priority 2: 2 hours
- Priority 3: 48 hours
- Priority 4: 72 hours
- Priority O: by appointment

For specific description of each priority see the attached IGA/Appendix C.

The IGA indicates that MCACC will maintain a minimum staffing level sufficient to respond to 90% of service requests within the period prescribed for the listed priorities. They also provide some additional restrictions based on limited operation hours and preemption for higher priority calls for service in other jurisdictions.

Lastly, MCACC will provide a lost and found service from 8am to 5pm seven (7) days per week to allow for citizens to report found and lost dogs, and a call center during Normal Hours of Operation and 24-hour online services for citizens to report animal control issues, conduct licensing transactions, and ask general animal control questions.

This IGA is a companion to the IGA with MCACC for Animal Sheltering Services and they are interdependent.

**Fiscal Impact:**

The cost for animal control services under this IGA for FY 22/23 is \$41,113 and is included in the proposed FY22/23 budget. However, this IGA is contingent upon the approval of the FY22/23 budget. No budget adjustments are necessary.

**Alternatives:**

1. The Town Council may decide not to renew the contract, and not receive animal control services within the Town.
2. The Town Council may direct staff to investigate contracting options with the City of Mesa, Pinal County, the City of Apache Junction, or others.
3. The Town Council may direct staff to research the cost to the Town to provide animal care and control services.

**Attachment(s):**

1. [IGA - FY23-28 Enforcement](#)

**INTERGOVERNMENTAL AGREEMENT**  
**MARICOPA COUNTY ANIMAL CONTROL SERVICES**

**BETWEEN**

**MARICOPA COUNTY**  
[Administered by its Animal Care & Control Department]

**and**

**THE TOWN OF QUEEN CREEK**

**THIS INTERGOVERNMENTAL AGREEMENT** (“IGA” or “Agreement”) for Animal Control Services is entered by and between Maricopa County, a political subdivision of the State of Arizona, administered by its Animal Care & Control Department (“MCACC”) (collectively referred to as “County”), and the **TOWN OF QUEEN CREEK** (“Town”), a municipal corporation of the State of Arizona. The County and Town are collectively referred to as “Parties” and individually as “Party.” In consideration of the following, the Parties agree as follows:

**1.0 PURPOSE:** The purpose of this Agreement is to memorialize the Parties’ rights and responsibilities regarding the County’s provision of Animal Control Services to the Town. The Town needs Animal Control Services and desires to enter into this Agreement with the County to appoint the County as the statutory Enforcement Agent for the City to administer Animal Control Services, as defined in this Agreement.

**2.0 AUTHORITY**

- 2.1 Arizona Revised Statutes (“A.R.S.”) § 11-952 and 11-1013 authorize the County and Town, as public agencies, to enter IGAs for joint cooperative action, which includes animal control services;
- 2.2 A.R.S. § 11-251(47) authorizes the County to make and enforce ordinances for the protection and disposition of Domestic Animals subject to inhumane, unhealthful, or dangerous conditions or circumstances;
- 2.3 A.R.S. § 11-1005(A)(3) and County Ordinance No. P-13, Rabies/Animal Control (“County Ordinance No. P-13”) authorize the Board of Supervisors to contract with the Town to enforce the provisions of any Town ordinance enacted for the control of dogs if the provisions are not specific to breed;
- 2.4 A.R.S. § 11-201(A) authorizes the Board of Supervisors (“BOS”) to act on behalf of the County;

- 2.5 Pursuant to A.R.S. § 11-1005(A)(1), the BOS has designated MCACC as the “County enforcement agent” to perform animal control services. A.R.S. § 11-1007 authorizes the County enforcement agent to carry out its duties; and,
- 2.6 Pursuant to A.R.S. § 9-240 and Section 2-1-2 of the Queen Creek Town Code (“Town Code”), the Town has authorized the County enforcement agent to act as the Town Enforcement Agent established in Section 6-2-4 of the Town Code, to enforce the provisions of Article 6-2, Rabies/Animal Control Leash Law, of the Town Code.

**3.0 TERM:** This Agreement is effective on July 1, 2022 (“Effective Date”) and terminates on June 30, 2027 (collectively, “Term”).

**4.0 RENEWAL:** The Parties may renew this Agreement up to two successive twelve-month terms/as many times as desirable, but each extension may not exceed the duration of the Term (“Renewal”).

**5.0 AMENDMENTS:** Nothing in this Agreement may be modified or waived except by prior written amendment, duly executed by authorized signers for Parties. The Parties may renew or amend this Agreement upon the mutual written agreement signed by authorized signers for the Parties.

## **6.0 DEFINITIONS**

6.1 The Definitions at A.R.S. § 11-1001 and Town Code § Chapter 6 are hereby incorporated into this Agreement and shall be capitalized when used in this Agreement. In the event the County and Town definitions conflict, the County definitions shall control. Additionally, the following terms are used in this Agreement.

6.2 **Aggressive Dog:** Any dog that has bitten a person or domestic animal without provocation or that has a known history of attacking persons or domestic animals without provocation.

6.3 **Animal:** Refers to dogs but may also include cats that have bitten a human.

6.4 **Animal At-Large:** A dog that is not contained by an enclosure or physically restrained by a leash.

6.5 **Animal Control Ordinance:** Laws set forth by A.R.S. Title 11, ordinances adopted by Maricopa County for unincorporated Maricopa County, and ordinances adopted by Town contracted with County to provide Animal Control Services.

6.6 **Animal Control Facilities:** Refers to the County Animal Pounds established pursuant to A.R.S. § 11-1013.

6.7 **Animal Control Services:** Services provided by County that have been contracted and approved by the Town and the County. Animal Control Services includes the following services performed within the response periods prescribed in Appendix B:

- 6.7.1 control or impound of Animals (dogs) At-Large;
- 6.7.2 enforcement of licensing and rabies vaccination laws and ordinances; and
- 6.7.3 rabies surveillance and impound of Animals who have bitten a human.
- 6.8 **Bite Animal At-Large:** An Animal that has bitten a human.
- 6.9 **Confined Stray:** Any dog that has been found roaming at large and the primary finder has taken into their private home or business for the purpose of confinement at the County Pound.
- 6.10 **County Observed Holidays:** Refers to the County holidays listed on the County Clerk of Court website.
- 6.11 **Domestic Animal:** As defined at A.R.S. § 11-251(47), an animal kept as a pet and not primarily for economic purposes.
- 6.12 **Enforcement Agent:** As defined at A.R.S. § 11-1001(4), the person in each County who is responsible for the enforcement of the animal control statutes and any rules adopted pursuant to those statutes.
- 6.13 **Limited Operation Hours:** Refers to the hours of 5 p.m. to 10 p.m. seven (7) days a week except County Observed Holidays. Restricted access available to police and fire needing assistance with Priority 1 activities. Not intended for general public access. Communication police line is direct service dispatcher to dispatcher.
- 6.14 **Normal Hours of Operation:** Refers to the hours of 8 a.m. to 5 p.m. seven days a week except County Observed Holidays.
- 6.15 **Owner:** As defined in A.R.S. § 11-1001(10), any person keeping an animal other than livestock for more than six consecutive days.
- 6.16 **Priority 1 Dispatch:** Request for service from the police or fire departments or calls from the public involving a Bite Animal At-Large.
- 6.17 **Priority 2 Dispatch:** Request for service involving an Animal At-Large on school property while school is in session, Aggressive Dog(s), or, if the dog is reported to have any type of injury or sickness, Stray Dogs in imminent harm. May include lower level calls for service that require immediate attention based on the situation.
- 6.18 **Priority 3 Dispatch:** Request for service to impound stray dogs confined by the primary finder, at a private home or business or bite cases that have not just occurred to investigate and/or advise quarantine.
- 6.19 **Priority 4 Dispatch:** Request for service to enforce license or leash laws. The location of the dog and dog owner is known, and a violation witnessed and reported for investigation of leash law.
- 6.20 **Primary Finder:** Person who has located and confined a stray dog and has taken the dog into their private home or business for purposes of confinement at County Animal Control Facilities.
- 6.21 **Response Time:** The time within which the County will respond to a call for service which varies based on the time of the call and the priority assigned to the call.

- 6.22 **Stray Dog:** Means any dog three months of age or older running at-large that is not wearing a valid license tag.
- 6.23 **Sick or Injured:** A stray dog which has been reported to have some type of injury or suffering from some type of illness. This can include but is not limited to hit by a car, limping, suffering from heat related issues.
- 6.24 **Third Party:** A person or group, not under contract with the County or other municipality, that receives from the primary finder, traps, picks up, and/or confines for any period of time, Animals from another. For example, veterinarians and citizen groups who receive Animals from others are Third Parties under this Agreement. Businesses contracted by government jurisdictions to provide Animal Control Services are not Third Parties under this Agreement.

## **7.0 COUNTY RESPONSIBILITIES**

The County agrees to:

- 7.1 Provide Animal Control Services to the Town, as defined and further prescribed in Appendix B.
- 7.2 Submit invoices quarterly for Animal Control Services provided.
- 7.3 If the Town changes its ordinance, the County may at its option, decline to enforce the changes to the ordinance or enter a written amendment adding enforcement of such changes, which may include modification of service and additional payment terms.

## **8.0 TOWN RESPONSIBILITIES**

The Town agrees to:

- 8.1 Pay the County for Animal Control Services performed under this Agreement in accordance with Appendix A of this Agreement. The Town will submit payment to County within thirty (30) days of receiving an invoice.
- 8.2 Notify the County of Town ordinance changes to Article 6-2 of the Town Code no later than 90 days prior to the effective date of the change.

## **9.0 RECORDS**

- 9.1 At minimum, the Parties shall keep the following records under this Agreement (“Records”):
  - 9.1.1 Intake counts;
  - 9.1.2 Electronic impound records;
  - 9.1.3 Documentation of Town attempts to return Animal to owner;
  - 9.1.4 All documentation related to dog licenses;
  - 9.1.5 All documentation related to rabies;
  - 9.1.6 All documentation related to Immigration, E-Verify, and compliance with paragraph 20 of this Agreement; and

- 9.1.7 Any other books, accounts, reports, files, or other documents related to this Agreement required under law.
- 9.2 The Town will have access to County dog licensing data through a web portal, calls to the animal control facility, and by email.
- 9.3 The Parties shall retain records in accordance with their applicable retention rules and policies. The County shall retain records in accordance with the County Records Management policy, A2101. The Town shall retain records in accordance with the Town's standard record retention policies.
- 9.4 The Parties waive their respective public records procedure for obtaining Records, including when using the web portal, phone calls, or emails for licensing data.
- 9.5 The Parties shall have full access to, and the right to examine, copy, and make use of, all Records relevant to this Agreement no later than ten (10) business days from the date of request.
- 9.6 The Parties acknowledge some Records may be protected from disclosure under Arizona law. The Parties shall consult with counsel prior to disclosing.
- 10.0 REPORTING:** The County shall provide the Town with quarterly routine statistical and/or management reports which provide the following information: the number of calls, the date and time the call was received, incident address or area, descriptor (stray/dangerous), and disposition of the call concerning the services provided pursuant to this Agreement.
- 11.0 FINANCING:** The Town will pay for the impounding and quarantining activities under this Agreement pursuant to the fees and costs schedules in Appendices A and B to this Agreement.
- 12.0 NON-APPROPRIATION:** Notwithstanding any other provision in this Agreement, every payment obligation of the Town under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the appropriating body resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the County at the end of the period for which funds are available. No liability shall accrue to the Town or County in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages due to termination under this paragraph.
- 13.0 AUDITS**
- 13.1 Each Party may audit and inspect the other Party's work to verify compliance with this Agreement.
- 13.2 All Records shall be subject at all reasonable times to inspection and audit by either Party for five years after completion of the Agreement.

13.3 The owner of the Records shall produce the requested Records in accordance with this Agreement.

13.4 Each Party, prior to conducting an audit, must give sixty (60) calendar days' notice to the other Party. Notice shall be given as provided in section 14.0.

**14.0 NOTICE:** Whenever written notice is required or permitted under this Agreement, such notice shall be deemed to have been sufficiently given if personally delivered or deposited in the United States mail in a properly stamped envelope – certified or registered mail, return receipt requested – or electronically mailed, addressed to:

**MARICOPA COUNTY**

Maricopa County Animal Care & Control  
Shelter and Field Operations  
c/o Al Aguinaga  
2500 S 27th Avenue  
Phoenix, AZ 85009  
(602) 506-2766

cc:

Maricopa County Animal Care & Control  
c/o Kristi McMahon  
2500 S. 27th Avenue  
Phoenix, AZ 85009  
(602) 506-5100

**TOWN OF QUEEN CREEK**

Town of Queen Creek  
c/o John Kross  
Town Manager  
22358 S Ellsworth Rd  
Queen Creek, AZ 85142  
John.Kross@queencreekaz.gov  
(480) 358-3905

cc:

Town of Queen Creek  
Public Safety Building  
c/o Randy Brice, Chief of Police  
20727 E. Civic Parkway  
Queen Creek, AZ 85142  
Randy.Brice@queencreekaz.gov  
(480) 358-3535

**15.0 TERMINATION**

15.1 Any Party may terminate this Agreement at any time without cause by giving ninety (90) days' written notice in compliance with the Notice requirements of this Agreement in section 14. The County may terminate the Agreement immediately upon discovery that the life, health, or safety of an animal or person is in jeopardy because of the actions or inaction of the Town. The failure of the Town to provide requested information on a bite incident, attack incident, and/or stray hold constitute[s] the jeopardy of life, health, and safety of an animal and person and is grounds for immediate termination.



- 15.2 Pursuant to the provisions of A.R.S. § 38-511, either Party may cancel this Agreement without penalty or obligation, if any person significantly involved in the initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the terminating Party is at any time while the Agreement or any extension thereof is in effect an employee of the other party to the Agreement in any capacity with respect to the subject matter of this Agreement.
- 15.3 In the event of non-payment by Town, this Agreement shall terminate as of the date of last payment received and County obligations hereunder shall immediately cease.
- 15.4 Upon termination of this Agreement, all property involved will revert to the owner. Termination will not relieve any Party from liabilities or costs already incurred under this Agreement, nor affect any ownership pursuant to this Agreement. Any Eligible Animals still in the custody of the County at the termination of this Agreement will become the property of the Town at the end of the hold period established by statute and will be governed by this Agreement.
- 16.0 INDEPENDENT CONTRACTOR:** The Town is an independent contractor, including the Town's employees, agents, and subcontractors. Nothing in this Agreement will be construed to create any partnership, joint venture, or employment relationship between the Parties or create any employer-employee relationship between a Party and the employees of the other Party. Neither Party will be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other.
- 17.0 SUBCONTRACTING:** The Town shall not subcontract or assign any responsibility or portion of this Agreement to a subcontractor without the prior, express, written consent of the County. The County reserves the right to reject a subcontractor if the County determines the subcontractor fails to comply with any term of this Agreement or if the County determines the subcontractor does not pass a background check or fails any other criteria related to the health or safety of Animals and employees.
- 18.0 ASSIGNMENT:** This Agreement shall not be assigned, in whole or in part, without the prior written consent of the Parties, and any assignment in contravention of this provision shall be null and void.
- 19.0 NONDISCRIMINATION:** The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

**20.0 IMMIGRATION; E-VERIFY:** To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance, on behalf of themselves and all subcontractors, with all federal immigration laws and regulations relating to their employees, and, compliance with the E-Verify requirements under A.R.S. § 23-214(A). Any Party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching Party may terminate this Agreement. The Parties retain the legal right to inspect the papers of any other Party to ensure that the Party is complying with the above-mentioned warranty under this Agreement.

**21.0 INDEMNIFICATION:** To the fullest extent permitted under Arizona law, each Party and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers (as "Indemnitee"), from and against any and all claims, actions, liabilities, damages, losses, costs, or expenses (including court costs, attorneys' fees, claim processing) (collectively, "Claims") arising out of bodily or personal injury of any person (including death) or tangible or intangible property damage, in whole or in part, by the negligent or willful acts or omissions of Indemnitor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation law. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Indemnitor against all Claims. It is agreed that the Town will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the County or the Town in any State or Federal Court arising from the negligent or willful acts or omissions of the Parties.

**22.0 DISPUTE RESOLUTION:** In the event a dispute under this Agreement arises between the Parties, the Parties will follow this process:

22.1 The Parties will meet and confer in person about the issue. The Parties will make their best efforts to reach a resolution at this meeting.

22.2 If the Parties are unable to resolve the conflict after the in-person meeting, within ten (10) business days after the meeting, the Party raising the issue shall prepare a written conflict report and deliver to the other/receiving Party for a response. The conflict report shall include, at minimum, a section summarizing relevant background, an issue statement, and a proposed solution. The receiving Party shall prepare and deliver a written response within ten (10) business days from the date of receipt of the conflict report.

22.3 If the Parties cannot resolve the issue after assessing the conflict report and response, the Parties shall once again meet and confer in person to discuss the

conflict report and response and try to resolve the issue. The Parties shall make their best efforts to reach a resolution at this meeting.

22.4 If the Parties are still unable to reach a resolution, the Parties may seek resolution through mediation/arbitration. The Parties may provide the conflict report and response to the arbitrator to aid in resolution. The Parties shall select a mutually acceptable third-party as arbitrator. Each party shall bear its own arbitration fees, attorneys' fees, and costs.

**23.0 PARTIAL PERFORMANCE:** The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other term, either in the past or in the future.

**24.0 FORCE MAJEURE:** Neither Party shall be responsible for delays or failures in performance resulting exclusively from unanticipated, unpreventable, uncontrollable, exceptional, and overwhelming events or acts. This includes acts or events of nature, such as fires, pandemics, floods, hurricanes, monsoons, tornadoes, or communication line or power failures; and, acts or events of people, such as riots, wars, and governmental regulations imposed after the fact.

**25.0 INSURANCE:** The Parties agree to secure and maintain sufficient insurance coverage for all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

**26.0 APPLICABLE LAW:** Each Party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal and State whether or not specifically referenced herein.

**27.0 VENUE; CHOICE OF LAW**

27.1 The proper venue for any proceeding arising from this Agreement shall be Maricopa County, Arizona. This Agreement shall be construed in accordance with and be governed by the laws of the State of Arizona.

27.2 This Agreement and all obligations imposed on the Parties arising under this Agreement shall be subject to any limitations of budget law or other applicable local law or regulations. No term in this Agreement shall be construed to relieve the Parties of any obligations or responsibilities imposed on Parties by law. This Agreement shall be construed in accordance with the laws of the State of Arizona.

**28.0 HEADINGS:** Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**29.0 ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

**IN WITNESS WHEREOF,** the undersigned represent and warrant that he/she is duly authorized to execute and deliver this Agreement on behalf of each Party and that this Agreement is binding on said Party in accordance with its terms. The Parties enter into this Agreement as of the Effective Date, as defined in Section 3.0 of this Agreement (Term):

**MARICOPA County**

**TOWN OF QUEEN CREEK**

By:

By:

\_\_\_\_\_  
Jack Sellers, Chairman  
Maricopa County Board of Supervisors

\_\_\_\_\_  
Gail Barney, Mayor  
Town of Queen Creek

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Attest:*

*Attest:*

\_\_\_\_\_  
Juanita Garza, Clerk of the Board

\_\_\_\_\_  
Maria Gonzalez, Town of Queen Creek Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Approved as to Form:*

Undersigned counsel has reviewed the foregoing Agreement pursuant to A.R.S. § 11-952 (D) and has determined it is in proper form and within the powers and authority granted under the laws of this state to the County and Town.

\_\_\_\_\_  
Karen Hartman-Tellez,  
Maricopa County Deputy Attorney

\_\_\_\_\_  
Scott A. Holcomb  
Attorney for Town of Queen Creek

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A**

**COMPENSATION SCHEDULE FOR  
ANIMAL CONTROL SERVICES**

1. County Service Level: Animal Control Services
2. Service Cost for Initial Term: \$41,113

For the initial year of this Agreement, the Town agrees to pay the County \$41,113. Thereafter, the Town shall pay the County those fees approved by the Maricopa County Board of Supervisors in accordance with a formula developed by MCACC, which require full recovery of the County’s direct and indirect costs.

<b>AVG FY20/FY21 Jurisdiction Population and Bite Data</b>			
<b>Reported Population</b>	<b>AWMA US Pet Ownership Formula for Dog Population</b>	<b>Bite Quarantine at ACC</b>	<b>Field Bite Cases</b>
66,275	15,651	4	184

<b>AVG FY20/FY21 Calculation for Initial Year ( FY2023 or 7/1/22 – 6/30/23):</b>				
<b>Mileage (ACC to Town x CFS)</b>	<b>Mileage @ Federal Reimbursement Rate .585</b>	<b>Calls for Service (CFS) @ \$68/call</b>	<b>Trucks, Technology Replacement based on % on Field Calls across all Town</b>	<b>Hours Spent in the Field on Calls @\$81.06/hour</b>
13596	\$7,953.66	\$22,440	\$2,937.58	\$7,781.76

## APPENDIX B

### SERVICES

1. The County, as the appointed Enforcement Agent, shall be responsible for and enforce the Animal Control Ordinance for the Town. *See Appendix D.*

2. Minimum Staffing: Staffing will be sufficient to respond to ninety percent (90%) of service requests within the period prescribed below

3. Response Times: The County will respond during Normal Hours of Operation. On average, County staff will arrive at the scene of a reported service request within the time prescribed below based on the service classification and driver safety conditions:

Priority 1	1 hour
Priority 2	2 hours
Priority 3	48 hours
Priority 4	72 hours

\*\*See Appendix C for call for service types by priority.

4. Response Time during Limited Operations Hours: The County will only act on Priority 1 and 2 calls for service during Limited Operation Hours and only when the requesting police agency agrees to remain on scene for the duration of the time needed to handle the call for service. The County will not respond to priority 3 or 4 calls for service after 3pm until the commencement of the next Normal Hours of Operation. The response time for Limited Operations Hours will be two (2) hours maximum. The response time could be longer should a higher priority call for service be received. The choice to respond to higher priority calls is at the discretion of the County.

5. The County shall not respond to scenes involving owned animals being seized or impounded as a part of a police function related to neglect, abuse, abandonment, arrests, crime scene investigations, fire scenes, or any situation where the law enforcement officer has seized an owned animal. The County will not respond to citizen response requests for abuse, neglect, or cruelty of animals.

6. Law enforcement agencies needing assistance in accordance with this IGA can call the County Field Dispatch non-public phone line (602-506-1309) to request general assistance during Normal Hours of Operation and after 5pm for Priority 1 or 2 calls. The decision to respond is based on the information provided to staff at the time of the request. The County reserves the right to respond to non-emergency requests at the beginning of the next Normal Hours of Operation.

7. While the County is closed for business on all County Observed Holidays, the County reserves the right to provide limited response times from 7am to 10 pm on County observed holidays. The police only line will be staffed for Priority 1 calls for service from 7am to 10pm on County Holidays.

8. The County shall provide lost and found service from 8am to 5pm seven (7) days per week to allow for citizens to report found and lost dogs at (602) 372-4598. This service will not be provided during the holiday coverage prescribed in Paragraph 7.

9. The County shall provide call center services during Normal Hours of Operation and 24-hour online services for citizens to report animal control issues, conduct licensing transactions, and ask general animal control questions. Call center services will not be provided during the holidays prescribed in Paragraph 7.

10. The County at its discretion may pick up dogs from Third Parties.

## APPENDIX C

### PRIORITY CLASSIFICATIONS

Priority 1 1 hour or less	Priority 2 2 hours	Priority 3 48 hours	Priority 4 72 hours	Priority 0 - Other by appointment		
Officer needs assistance: police/fire/animal control officer. Officer on scene	Aggressive or menacing animal at large imminent safety hazard	On duty municipal employees, not LEO	Area check no aggression	Vicious animal petition	Maricopa County Constables or Public Fiduciary	
Animal bite running at large / imminent safety hazard within last hour	Animal in trap Trap check/Trap Pick up	Bite investigation or follow up investigation	Leash Law	Court appearance or delivery	Kennel permit inspections	
Animal at large on school grounds. (school in session) does not include colleges	Sick or injured stray	Confined stray dog at business or home	Third Party Pick-ups		Canvassing	
Attack which has taken place in the last hour, dog still at large and possess immediate threat	Officer needs assistance: police/fire/animal control officer. Officer not on scene	Attack older than 3 hours. Animal bite investigations follow up second sequence		Barking dog	Public Information Booth	
	Attack within the last 3 hours dog still at large	Dog confined on school grounds		Kennel Permit		
		Will show		Admin duties		



**APPENDIX D**

**TOWN OF QUEEN CREEK ORDINANCE**

Dog not permitted at large	6-2-9A
Dog not permitted at large public	6-2-9C
Failure to License	6-2-5D
Unlawful Interference	6-2-13
Failure to Wear	6-2-9B
Removal from Impound	6-2-14
Failure to Quarantine	6-2-11A
Kennel Permit	6-2-6H
Unlawful Keeping	6-2-15
Vicious	6-2-11E



TOWN OF  
**QUEEN CREEK**  
ARIZONA

8.J

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

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

**FROM: DAVE LIPINSKI, CIP DEPARTMENT DIRECTOR**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF AMENDMENT 2 TO DELEGATION RESOLUTION 1404-21 AUTHORIZING AND DIRECTING THE TOWN MANAGER AND/OR DEPARTMENT DIRECTOR(S) 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 206TH PLACE (CIP PROJECT #A0210) AND TRAFFIC SIGNAL: ELLSWORTH LOOP AND WALNUT ROAD (CIP PROJECT #I0039) IN AN AMOUNT NOT TO EXCEED \$400,000 AND THE NECESSARY BUDGET ADJUSTMENTS.**

**DATE: March 16, 2022**

---

**Suggested Action:**

Staff recommends approval of Amendment 2 to Delegation Resolution 1404-21 authorizing and directing the Town Manager and/or Department Director(s) 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 206th Place (CIP Project #A0210) and Traffic Signal: Ellsworth Loop and Walnut Road (CIP Project #I0039) in an amount not to exceed \$400,000 and the necessary budget adjustments.

**Relevant Council Goal(s):**

Superior Infrastructure - Capital Improvement Program

**Discussion:**

Council previously approved Delegation Resolution 1404-21 (DR 1404-21) April 7, 2021 and Amendment 1 thereto August 18, 2021 establishing and authorizing up to \$3,300,000 for delivery of Phases 1 and 2 of the subject project. Council also previously approved \$418,433 outside Delegation Resolution DR 1404-21 toward relocation of a QCID irrigation pipeline that traverses the project.

It has been determined that the Town also previously committed to making certain traffic signal improvements at Ellsworth Road and Walnut Road, CIP Project I0039, the costs for which were not included in the project budget estimate established for either the original Delegation Resolution or Amendment 1 thereto. Therefore, a budget adjustment and an amendment to the delegation resolution are needed to complete the committed construction. Project I0039 connects to and interoperates with the signals under project A0210.

The proposed amendment includes costs for traffic signal improvements construction, equipment procurement, third party utility reviews and coordination, construction public outreach, construction traffic control, and other related incidental construction phase costs. Due to long lead times for material manufacture and delivery, scheduling, the necessary amendment and budget authorization is required to occur prior to the start of the 2022/23 fiscal year. Therefore, this request to allocate funding within the current fiscal year is made.

**Fiscal Impact:**

The FY 2021/22 budget for Project A0210 Queen Creek Rd: Ellsworth to 206th Place totals \$4,418,443.

The scope of work for the Ellsworth Loop and Walnut Road Traffic Signal will be connected through a new project titled I0039 Traffic Signal: Ellsworth Loop at Walnut Road, and an amendment to Delegation Resolution DR 1404-21. The total cost of construction and traffic signal improvements is estimated to not exceed \$400,000.

Project I0039 Traffic Signal: Ellsworth Loop at Walnut Road was not included in the FY 2021/22 Adopted Budget and a budget adjustment of \$400,000 from the FY 2021/22 CIP Contingency will be needed. The following table summarizes the budget adjustment required:

Project	Name	Engineering Design Cost	FY 2021/22 Adopted Budget	Contingency Required
I0039	Traffic Signal : Ellsworth Loop and Walnut Road	\$400,000	\$	\$400,000

The funding sources for the project have not yet been solidified. Likely it will be a combination of construction sales tax, impact fees and operating funds.

After the amendment of \$400,000, the total authorization for Delegation Resolution 1404-21 will be \$4,400,000.

Project	Name	Original DR 1404-21 April 7, 2021	Amendment 1 Aug 18, 2021	Proposed Amendment 2	Total Proposed DR #3816-21
A0210	Queen Creek Rd: Ellsworth to 206th Place	\$700,000	\$3,300,000	\$	\$4,000,000
I0039	Traffic Signal: Ellsworth Loop at Walnut Rd	\$	\$	\$400,000	\$ 400,000
	<b>Total</b>	\$700,000	\$3,300.000	\$400,000	\$4,400.000

After the budget adjustment and the amendment to the Delegation Resolution, the revised total cost for Projects A0210 Queen Creek Rd: Ellsworth to 206th Place and I0039 Traffic Signal: Ellsworth Loop

at Walnut Road totals \$4,818,443.

<b>A0210 Queen Creek Rd: Ellsworth to 206th Place and I0039-Traffic Signal: Ellsworth Loop and Walnut Rd</b>	<b>Original</b>	<b>Revised</b>
DR 1404-21 (including amendment 1 and proposed amendment 2)	\$4,000,000	\$4,400,000
QCID Relocation	\$ 418,443	\$ 418,443
<b>Total Project Cost</b>	<b>\$4,418,443</b>	<b>\$4,818.443</b>

**Alternatives:**

The Town Council may decide not to approve amending Resolution 1404-21. If the resolution amendment is not approved, the project construction schedules will be delayed and commitments made by the Town will not be fulfilled as planned.

**Attachment(s):**

1. [Project Location Exhibit](#)
2. [Resolution 1404-21 Amendment 2](#)
3. [Proposed Project Budget Exhibit](#)

# PROJECT LOCATION EXHIBIT



**RESOLUTION NO. 1404-21 (AMENDMENT 2)**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN COUNCIL OF QUEEN CREEK, ARIZONA, AMENDING RESOLUTION 1404-21 AND APPROVING AND AUTHORIZING THE TOWN MANAGER AND/OR DEPARTMENT DIRECTOR(S) TO SIGN CERTAIN CONTRACTS AND/OR AGREEMENTS FOR THE COMPLETE DELIVERY OF PHASES 1 AND 2 FOR THE QUEEN CREEK ROAD: ELLSWORTH TO 206TH PLACE, PROJECT #A0210, AND TRAFFIC SIGNAL: ELLSWORTH LOOP ROAD AND WALNUT ROAD, PROJECT #I0039 (THE "PROJECT").**

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 Project was approved by the Town Council in Resolution #1404-21 establishing the project budget on April 7, 2021; approving an agreement with Queen Creek Irrigation District and authoring funds for pipeline design and construction on June 2, 2021; approving Resolution #1404-21 Amendment 1 on August 18, 2021; and approving Resolution 1410-21 adopting the FY2022 budget;

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

Section 1. That the total Delegation Resolution budget amount is amended and hereby affirmed to be \$4,400,000 and the total authorized Project budget amount is amended and hereby affirmed to be \$4,818,443.

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 CIP 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

## Proposed Project Budget Exhibit

	<b>A0210 Queen Creek Rd &amp; Ellsworth Imps (Costco Offsites)</b>	<b>Estimated Cost</b>	<b>10% Contingency</b>	<b>Extended Cost</b>
<b>UTILITIES</b>	Street Lights (SRP)	\$100,000	\$10,000	\$110,000
	QCID/GCE/Stewart Pipeline Relocation and Easement Abandonment	\$380,402	\$38,040	\$418,443
	USBOR / EPNG Crossings Licensing and Review Fees	\$28,000	\$2,800	\$30,800
	ITS System - Fiber optic cable, vault & conduits modifications	\$58,000	\$5,800	\$63,800
	Water Service Fees	\$15,000	\$1,500	\$16,500
	<b>Proposed Utilities Subtotal:</b>	<b>\$581,402</b>	<b>\$58,140</b>	<b>\$639,543</b>
<b>REAL ESTATE</b>	Title Reports, Legal Descriptions, Surveys, Appraisal	\$400	\$40	\$440
	Phase I Environmental Report	\$3,000	\$300	\$3,300
	ROW and Easement Acquisition	\$0	\$0	\$0
	<b>Proposed Real Estate Subtotal:</b>	<b>\$3,400</b>	<b>\$340</b>	<b>\$3,740</b>
<b>CONSTRUCTION</b>	Roadway & Drainage Improvements Construction	\$2,701,600	\$270,160	\$2,971,760
	Quality Assurance Testing and Construction Inspection	\$74,600	\$7,460	\$82,060
	Engineering Post-Design Svcs	\$30,000	\$3,000	\$33,000
	I0039 Traffic Signal Improvements	\$363,636	\$36,364	\$400,000
	Public Outreach Svcs	\$8,900	\$890	\$9,790
	<b>Proposed Construction Subtotal:</b>	<b>\$3,178,736</b>	<b>\$317,874</b>	<b>\$3,496,610</b>
<b>Misc. Exps.</b>	Administration and Procurement Expenses	\$24,000	\$2,400	\$26,400
		\$0	\$0	\$0
	<b>Miscellaneous Expenses Subtotal:</b>	<b>\$24,000</b>	<b>\$2,400</b>	<b>\$26,400</b>
<b>Amended Stage 2 Project Budget Amount</b>		<b>\$3,787,538</b>	<b>\$378,754</b>	<b>\$4,166,293</b>
<b>Amended Delegation Resolution Request Summary</b>				
	<b>Unencumbered Carry Forward From FY21</b>			<b>\$109,901</b>
	<b>Project Budget available in FY22</b>			<b>\$3,300,000</b>
	<b>Available QCID Pipeline Funding Carry Forward from FY21</b>			<b>\$418,443</b>
	<b>#I0039 Funding Budget For FY22</b>			<b>\$400,000</b>
	<b>Total Available Project Budget For FY22</b>			<b>\$4,228,344</b>
	<b>Initial Delegation Resolution Amount</b>			<b>\$700,000</b>
	<b>QCID Pipeline Funding Carry Forward from FY21</b>			<b>\$418,443</b>
	<b>Amendment 1 Delegation Resolution Request</b>			<b>\$3,300,000</b>
	<b>Amendment 2 Delegation Resolution Request</b>			<b>\$400,000</b>
	<b>Total Project Budget</b>			<b>\$4,818,443</b>





TOWN OF  
**QUEEN CREEK**  
ARIZONA

8.K

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

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

**FROM: DOREEN COTT, ECONOMIC DEVELOPMENT DIRECTOR**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION 1442-22 APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN, PINAL COUNTY AND ES AMERICA, LLC FOR THE +300 ACRE SITE LOCATED WITHIN THE CORPORATE LIMITS OF QUEEN CREEK, ARIZONA AND IS PRESENTLY OWNED BY THE STATE OF ARIZONA AND WILL BE SOLD BY THE ARIZONA STATE LAND DEPARTMENT AT AUCTION PURSUANT TO THE ASLD'S AUCTION PROCESS AND AUTHORIZING AND DIRECTING THE MAYOR, TOWN MANAGER, TOWN CLERK AND TOWN ATTORNEY TO NEGOTIATE, FINALIZE AND EXECUTE THE DEVELOPMENT AGREEMENT AND ALL OTHER DOCUMENTS AND INSTRUMENTS AND TO TAKE SUCH ACTIONS AS NECESSARY OR APPROPRIATE TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION. -**  
***NEW ITEM***

**DATE: March 16, 2022**

---

**Suggested Action:**

Move to approve Resolution 1442-22 approving the Development Agreement among the Town, Pinal County and ES America, LLC and authorizing and directing the Mayor, Town Manager, Town Clerk, and Town Attorney to do all acts and execute all documents to finalize such agreement, as more fully set forth in the Resolution.

**Relevant Council Goal(s):**

Effective Government: KRA Financial Sustainability

Secure future: KRA Environment; Land Use & Economic Development

**Discussion:**

After a national search involving multiple states and regions, ES America, LLC has selected the Town of Queen Creek to build and operate an advanced manufacturing facility bringing approximately 2,800 new full time jobs with production starting in 2024 ("Project"). The development agreement outlines the Town's, Pinal County's and the Project's obligations related to the development of the selected site.

**Town Obligations:**

- Town will clear vegetation/existing structures from the Site.
- Assist with required geotechnical, environmental, cultural assessments.
- Town will expedite approvals/permitting for the Project.
- Town will defer all building/permitting fees for the Project. The deferral is tied to the expectation that ES America, LLC completes construction, commences manufacturing operations at the site, and meets the employment requirement of 2,800 benefitted employees. Upon meeting the Employment Objective the Town will waive the payment of the deferred fees.
- Town will pay all development impact fees relating to the development of the site providing the Employer meets the Employment Objective.
- As part of Town's scheduled CIP, the Town will construct all water and wastewater infrastructure improvements to the Site.
- As part of Town's scheduled CIP, the Town will construct full-street and half-street road improvements; collector streets, all traffic signals, and all acceleration and deceleration lanes to support access to and from the Site
- Permit Employer to designate the entryway into the Site from Pecos Road with the company name or name of its choosing.
- If Foreign Trade Zone ("FTZ") criteria are met, Town will support the application to have the Site treated as a Federal Foreign Trade Zone FTZ.
- Consistent with existing practice for customers in identified sectors, Town will establish an industrial project water/wastewater utility rate.
- Town will provide a \$250 per employee reimbursement for employee education and training assistance annually, upon receipt of the Annual Employment Certification for employees paid an annual wage as determined by the Arizona Office of Economic Opportunity (subject to a \$700,000 cap).
- Town will assist Employer in identifying temporary office space and corporate housing within Queen Creek during construction of the facility.
- Town will assist local and state educational institutions with respect to applicable job training programs.

#### **Pinal County's Obligations:**

- Assist the Town in required geotechnical, environmental, cultural assessments.
- County will expedite air quality permitting for the Project.
- If FTZ criteria are met, County will support the application to have the Site treated as a FTZ.
- County will facilitate workforce development for the Project through ARIZONA@WORK-Pinal County.
- County will reimburse Employer up to \$3000/employee (if a Pinal County resident) or \$1500/employee (if not a County resident) for a training assistance program if certain criteria (to be set forth in more detail in the agreement) are met. Current estimated value up to approximately \$8.4M.
- County will contribute to the construction and operational costs at Central Arizona College of a workforce training facility on the campus, with the Project having priority and exclusive use for the first five years or for a duration agreed upon.

#### **Employer Obligations:**

Employer will locate, construct and operate a production facility on approximately 300 acres, part of

a larger 650 acre parcel, in Queen Creek, Pinal County, if Employer is the successful bidder at the Arizona State Land Department (“ASLD”) auction. The land is presently owned by the State of Arizona and will be sold by ASLD at auction pursuant to the ASLD’s auction process. Project will commence construction on approximately 1M square feet of advanced manufacturing and related support with an estimated completion of December 31, 2024.

The Development Agreement provides specific requirements that the Employer must meet, including:

- Required Improvements include an approximate 1,000,000 square foot manufacturing plant, with management, distribution, offices and administration facilities at a projected construction cost of \$2.8B.
- Employment Objectives of at least 2,800 new, high income jobs in the Town.
- Donation of Rights of Ways to the Town valued at over \$3.6 million.

**Fiscal Impact:**

*Revenues.* This is the largest manufacturing development in the history of the Town. As a result, it will have significant, positive economic and fiscal impacts. These impacts include economic output, labor income, new jobs, and new state, county, and Queen Creek tax revenues.

To develop estimates of these impacts, many assumptions were made including construction costs, utility operating costs, employee wages, etc.

Tax revenue impacts are measured as either direct, indirect, or induced.

**Direct impacts** are the results of the project’s primary activities. For example, direct jobs that build the facilities and workers employed at the site. Direct tax revenues are specifically measurable such as the sales tax on the construction of the facility, sales tax paid on electricity, natural gas, and water used in the manufacturing process, and property taxes.

These revenues are either one-time (i.e. construction sales tax) and ongoing (sales taxes from electricity usage). Specific to the Town, one-time revenues are estimated to be about \$25M and annual revenues of \$3M to \$4M (once the site is fully operational).

**Indirect impacts** are the additional effects that result from increased demand the supplier industries which provide services or products that directly support the construction and operations of the facility. For example, the new workers employed by suppliers who will provide construction materials.

**Induced impacts** capture further activity generated as a result of the increased spending by the households of the direct and indirect employees. For example, restaurant employees that are supported by the local spending of the direct construction workers.

*Expenses*

The terms of the Development Agreement require the Town to install new roads and water and wastewater infrastructure. These costs are estimated to be about \$60M for the site and nearby future development. Of this amount, \$29.5M is estimated to be specifically to serve this development.

Additionally, subject to the achieving the hiring of 2,800 new employees, the Town will pay an estimated \$15M in building permit and impact/capacity fees.

Finally, the Town will pay up to \$700K as a partial reimbursement for employer training costs, based on the number of new employees hired.

These costs will be paid for by various sources such as construction sales taxes, impact fees, capacity fees, and general taxes of the Town.

**Alternatives:**

Direct staff to change one or more of the items in the Development Agreement.

**Attachment(s):**

1. [Resolution 1442-22](#)
2. [Development Agreement](#)

## RESOLUTION 1442-22

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN, PINAL COUNTY AND ES AMERICA, LLC FOR THE ±300 ACRE SITE LOCATED WITHIN THE CORPORATE LIMITS OF QUEEN CREEK, ARIZONA AND IS PRESENTLY OWNED BY THE STATE OF ARIZONA AND WILL BE SOLD BY THE ARIZONA STATE LAND DEPARTMENT AT AUCTION PURSUANT TO THE ASLD'S AUCTION PROCESS AND AUTHORIZING AND DIRECTING THE MAYOR, TOWN MANAGER, TOWN CLERK AND TOWN ATTORNEY TO NEGOTIATE, FINALIZE AND EXECUTE THE DEVELOPMENT AGREEMENT AND ALL OTHER DOCUMENTS AND INSTRUMENTS AND TO TAKE SUCH ACTIONS AS NECESSARY OR APPROPRIATE TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.**

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

**WHEREAS**, ES America, LLC, an international advanced manufacturing company, is interested in purchasing approximately 650 hundred acres of real property in the Town of Queen Creek that is presently owned by the State of Arizona and will be sold by auction pursuant to the Arizona State Land Department's auction process generally located on the northeast corner of Ironwood and Germann roads ("Land"), and:

**WHEREAS**, A.R.S. § 9-500.11 authorizes the Town to enter into development agreements for economic development activities and the Town has determined that this Project will result in the creation of employment opportunities for emerging technology, energy conservation jobs, and other jobs and additional educational opportunities for the residents for the Town and Pinal County, and;

**WHEREAS**, the Mayor and Town Council have determined that it is in the interest of the Town to enter into a development agreement with ES America, LLC providing for the development of an advanced manufacturing project ("Project") on approximately ±300 of the Land ("Site"), and;

**WHEREAS**, the Project will increase property values, increase tax revenues, and increase opportunities for commercial property development in the Town thereby improving and enhancing the economic welfare of the inhabitants of the Town.

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

**Section 1:** That the Development Agreement between the Town of Queen Creek, Pinal County, and ES America, LLC that is attached hereto as Exhibit "A" and incorporated herein by reference, is hereby adopted and approved.

**Section 2:** That the Mayor, Town Manager, Town Clerk and Town Attorney, as appropriate, are hereby further authorized and directed to negotiate, finalize and execute the

Development Agreement and all other documents and instruments, and to take such actions as necessary or appropriate to consummate the transactions contemplated by this Resolution.

Section 3: This Resolution shall be effective thirty (30) days after adoption by the Mayor and Council of the Town of Queen Creek.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 16<sup>th</sup> day of March 2022.

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

4873-3165-6980 v2 [53749-34]

WHEN RECORDED RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

=====

**DEVELOPMENT AGREEMENT  
AND INTERGOVERNMENTAL AGREEMENT**

=====

**PINAL COUNTY, ARIZONA,  
a political subdivision of the State of Arizona,**

**TOWN OF QUEEN CREEK, ARIZONA,  
an Arizona municipal corporation,**

**AND**

**ES AMERICA, LLC,  
a Delaware limited liability company**

\_\_\_\_\_, 2022

=====

## DEVELOPMENT AGREEMENT AND INTERGOVERNMENTAL AGREEMENT

THIS DEVELOPMENT AGREEMENT AND INTERGOVERNMENTAL AGREEMENT (the "**Agreement**") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by, between and among PINAL COUNTY, ARIZONA, a political subdivision of the State of Arizona ("**County**"), TOWN OF QUEEN CREEK, ARIZONA, an Arizona municipal corporation (the "**Town**"), and ES AMERICA, LLC, a Delaware limited liability company ("**Employer**"). County, Town and Employer are sometimes referred to in this Agreement collectively as the "**Parties**," or each individually as a "**Party**."

### RECITALS

A. Employer wishes to locate, construct and operate a production facility on approximately three hundred (300) acres of real property within the corporate limits of Queen Creek, Arizona, in Pinal County (the "**Site**"). The Site that has been selected by Employer for this purpose is part of a larger, approximate six hundred fifty (650) acre parcel located within the corporate limits of Queen Creek, Arizona (the "**Land**") that is presently owned by the State of Arizona, by and through the State Land Commissioner ("**ASLD**" or the "**State**") and will be sold by ASLD at auction (the "**Auction**") pursuant to ASLD's auction process.

B. If Employer is the successful bidder at the Auction, Employer will develop on the Site a facility consisting of over one million square feet, under roof, of manufacturing and appurtenant management, distribution, office and administrative space (the "**Project**"), to be constructed at a projected cost of Two Billion, Eight Hundred Million Dollars (\$2,800,000,000.00). At the request of the Town, Employer has agreed to employ over 2,800 full-time employees at the Project, subject to the terms and conditions of this Agreement. The Land that is being sold at the Auction includes the Site as well as certain rights of way which Employer must purchase from ASLD at the Auction, and which Employer has agreed to donate to Town for public roads, public utilities and other public purposes.

C. In recognition of the significant direct economic benefits that will accrue to Town and to County (and the general public) as a result of the Project, as well as so-called "indirect" benefits that further the public purpose of this Agreement, which benefits include (i) resulting employment opportunities for emerging technology, higher-paying energy conservation jobs and other jobs and additional educational opportunities for residents of Town and County, (ii) the dedication of public rights-of-way and improvements, (iii) increased property values, (iv) increased tax revenues, and (v) increased opportunities for commercial property development and incentivizing the development of adjacent properties, County and Town are willing to work together to assist Employer in facilitating the Project, all as more fully set forth in this Agreement. Among other things, Town has agreed to provide reimbursements of certain fees, and County has agreed to reimburse Employer for certain fees. Town also confirms its obligation to complete at its expense and as part of its Capital Improvement Program, certain off-site public improvements that will support the Site (regardless whether the Project is constructed) as well as other properties located within the boundaries of the Town of Queen Creek and County of Pinal.

D. Town and ASLD previously entered into that Pre-Annexation and Development Agreement dated May 18, 2019, and recorded May 30, 2019 at Fee Number 2019-042122, Official



Records of Pinal County, Arizona (the “**Official Records**”) (as modified, supplemented, restated and replaced from time to time, the “**PADA**”), pursuant to which the Site (and other property) was annexed into the Town of Queen Creek. In connection therewith, on August 7, 2019, the Town rezoned the Site (and other property) pursuant to Zoning Ordinance No. 705-19 (Case No. P19-0101) (the “**Zoning Ordinance**”) and established the Specific Plan. Thereafter, the Town amended the Specific Plan pursuant to (i) Ordinance No. 750-21 (Case No. P21-0047), and (ii) Ordinance No. 774-21 (Case No. P21-0192) (collectively, as amended, the “**Specific Plan**”). Pursuant to the Zoning Ordinance and the Specific Plan, the Site has been zoned by Town in Town’s “Urban Employment” zoning classification (“**Zoning Designation**”), and the Project accordingly is appropriate for the Site.

E. The Parties understand and acknowledge that this Agreement is a “Development Agreement” within the meaning of, and is entered into pursuant to, A.R.S. § 9-500.05, and that the terms of this Agreement will constitute covenants running with the Site as more fully described in this Agreement. For clarity, this Agreement is an encumbrance on the Site, but is not an encumbrance on the balance of the Land, notwithstanding that the balance of the Land may be acquired by Employer.

F. Further, Town recites that this Agreement is intended to promote “economic development activities” within the meaning of and entered into in accordance with the terms of A.R.S. § 9-500.11. The actions taken by Town pursuant to this Agreement are for economic development activities as that term is used in A.R.S. § 9-500.11, that will assist in the creation and retention of jobs, and will in numerous other ways improve, enhance and diversify the economic welfare of the residents of Town.

G. Further, County recites that this Agreement is intended to promote “economic development activities” within the meaning of and entered into in accordance with the terms of A.R.S. § 11-254.04. The actions taken by County pursuant to this Agreement are for economic development activities as that term is used in A.R.S. § 11-254.04, that will assist in the creation and retention of jobs and will in numerous other ways improve, enhance and diversify the economic welfare of the residents of County.

H. Further, Town recites that it is entering into this Agreement to implement and facilitate development of the Project consistent with the policies of Town, the Zoning Designation and the previously adopted Specific Plan and Zoning Ordinance.

I. Further, County agrees to use best efforts to enter into an agreement with Central Arizona College or another educational provider that is a public entity, or to work with Arizona Commerce Authority to facilitate an educational or training component to supplement and broaden educational opportunities for residents of Pinal County and train workers for new economy jobs by leveraging the County’s existing programs and partnerships created through the Workforce Innovation and Opportunity Act as administered by the County’s Workforce Development Board in order to create training programs along with educational centers and opportunities to align with the needs of employers.

J. Further, County and Town recite that this Agreement is an intergovernmental agreement entered into by County and Town pursuant to A.R.S. § 11-952.

## AGREEMENTS

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

### 1. DEFINITIONS.

In this Agreement, unless a different meaning clearly appears from the context, the below words and phrases shall be construed as defined in this Article 1, including the use of such in the Recitals. The use of the term “shall” in this Agreement means a mandatory act or obligation. Unless the context requires otherwise, the term “including” means “including but not limited to” or “including without limitation.” Terms used in this Agreement have the meanings set forth below:

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

(b) “**Agreement**” means this Agreement, as amended and restated or supplemented in writing from time to time and includes all exhibits and schedules hereto. References to Articles, Sections or Exhibits are to this Agreement unless otherwise qualified. The Recitals set forth in Paragraphs A through J, inclusive, are incorporated into this Agreement by reference and form a part of this Agreement.

(c) “**Annual Employment Certification**” means as defined in Section 5.4(b).

(d) “**Applicable Laws**” means the federal, state, county, and municipal laws (statutory and common law), statutes, ordinances, rules, regulations, permit requirements, and other requirements and official policies of Town (and County, to the extent applicable), as they may be amended from time to time, which apply to the development of the Project as of the date of any application or submission, or that apply to this Agreement and the terms used in this Agreement (expressly including, but not limited to, the 2021 International Building Code (“**IBC**”) and the 2020 National Electric Code (“**NEC**”), as the same may be adopted by Town and thereafter amended during the Term, and expressly excluding any earlier versions of the IBC and NEC).

(e) “**Approved Plan**” or “**Approved Plans**” means as defined in Section 3.2.

(f) “**A.R.S.**” means the Arizona Revised Statutes as presently existing, or as later enacted or amended.

(g) “**ASLD**” or “**State**” means as defined in Recital A.

- (h) **“Auction”** means as defined in Recital A.
- (i) **“Certificate(s) of Occupancy”** means as defined in Section 3.6.
- (j) **“Commencement of Construction,” “Commence Construction,” “Commence,”** or **“Commencement”** means both (i) the obtaining of permits by Employer or County, as applicable, that are required to begin the construction of vertical improvements on any portion of the Site or the Training Facility Site, as applicable, and (ii) the actual commencement of physical construction operations on any portion of the Site or the Training Facility Site, as applicable, which may include, without limitation, mass grading.
- (k) **“Completion of Construction,” “Complete Construction,” “Complete,”** or **“Completion”** means the date (or dates) on which one or more Certificate(s) of Occupancy have been issued by Town for Improvements constructed by Employer on the Site in accordance with the policies, standards, and specifications contained in applicable Town ordinances, which acceptance shall not be unreasonably withheld, conditioned or delayed.
- (l) **“Completion of the Required Improvements”** means as defined in Section 5.6(a).
- (m) **“Construction Costs”** means as defined in Section 5.5(b).
- (n) **“County”** means Pinal County, Arizona.
- (o) **“County Board”** means the Board of Supervisors of County.
- (p) **“County Manager”** means the person designated by County as its County Manager or designee.
- (q) **“County Permitting Fees”** means as defined in Section 5.6(a).
- (r) **“County Undertakings”** means as defined in Article 5.
- (s) **“Default”** or **“Event of Default”** means, as it applies to the applicable Party, one or more of the events described in Section 10.1, Section 10.2 or Section 10.3; provided, however, that such events shall not give rise to any remedy until effect has been given to all grace periods, cure periods and periods of Force Majeure provided for in this Agreement (including the grace periods set forth in Section 10.4), and that in any event the available remedies shall be limited to those set forth in Section 10.5 (or otherwise as limited in this Agreement).
- (t) **“Effective Date”** means the date on which all the following have occurred:
  - (i) this Agreement has been adopted and approved by the Town Council and the County Board,
  - (ii) thirty (30) days have passed pursuant to A.R.S. § 9-500.05(F), (iii) this Agreement has been executed by duly authorized representatives of Town, Employer and County, and (iv) this Agreement has been recorded in the Official Records. For the avoidance of doubt, the date of recordation of this Agreement pursuant to the foregoing clause (iv) shall be deemed the Effective Date.

- (u) **“Employee Education Incentive”** means as defined in Section 5.4(a).
- (v) **“Employer”** means the Party designated as Employer on the first page of this Agreement, and its successors and assigns that conform with the requirements of this Agreement.
- (w) **“Employer’s Contractor(s)”** means as defined in Section 6.1.
- (x) **“Employer Undertakings”** means as defined in Article 4.
- (y) **“Employment Objective”** means Employer’s (i) achieving a stated job threshold of not fewer than 2,800 Full-Time Jobs at the Site with each such Full-Time Job at or above the Median Salary in Pinal County (as the same may change from time to time during the Term), and (ii) maintaining such level of Full-Time Jobs at the Site continuously for at least three (3) consecutive months.
- (z) **“Employment Objective Date”** means that date that is ten (10) years after the Site Acquisition Date.
- (aa) **“Employment Shortfall”** means as defined in Section 6.2.
- (bb) **“Estimated Property Tax Differential Amount”** means as defined in Section 5.6(b).
- (cc) **“Fees”** means as defined in Section 6.2.
- (dd) **“Force Majeure”** means as defined in Section 10.7.
- (ee) **“Full-Time Employee”** means a single individual hired by Employer who works not fewer than 1,750 paid hours of service during a year and is eligible (after Employer’s standard probationary period) for medical and health benefits offered by Employer and for which Employer contributes at least fifty percent (50%) of the costs for such medical and health benefits. If an employee does not work 1,750 hours because of the date of hire or due to a short taxable year, the hourly requirements shall be prorated.
- (ff) **“Full-Time Job”** means an employment opportunity for a single individual to work not fewer than 1,750 paid hours of service during a year and to be eligible (after Employer’s standard probationary period) for medical and health benefits offered by Employer and for which Employer contributes at least fifty percent (50%) of the costs for such medical and health benefits. If an employee does not work 1,750 hours because of the date of hire or due to a short taxable year, the hourly requirements shall be prorated.
- (gg) **“FTZ Approval”** means as defined in Section 5.2.
- (hh) **“Improvements”** means and refers to all improvements which may be constructed by Employer from time to time on the Site, including all structures, buildings, roads, driveways, parking areas, walls, landscaping, irrigation and other improvements of any type or

kind or any other alteration of the natural terrain to be built by Employer pursuant to the terms of this Agreement.

(ii) “**Indemnity**” means as defined in Section 13.

(jj) “**Infrastructure Improvements**” means as defined in Section 6.6.

(kk) “**Infrastructure Schedule**” means as defined in Section 6.4.

(ll) “**Initial Occupancy Period**” means as defined in Section 5.5(c).

(mm) “**Land**” means as defined in Recital A.

(nn) “**Median Salary in Pinal County**” means an annual wage paid to a single employee, including salary, commissions and bonuses, but excluding benefits and employer contributions, as determined by the Arizona Office of Economic Opportunity on an annual basis during the Term. As of the Effective Date, the Median Urban Salary for the Qualified Facility Tax Credit Program is \$46,566. *See* <https://www.azcommerce.com/media/1547097/state-median-wage-2021.pdf>.

(oo) “**Notice**” means as defined in Section 12.5(a).

(pp) “**O&M Costs**” means as defined in Section 5.5(b).

(qq) “**Official Records**” means as defined in Recital D.

(rr) “**PADA**” means that Pre-Annexation and Development between the Town and ASLD dated May 18, 2019, and recorded May 30, 2019 at Fee Number 2019-042122, Official Records, as modified, supplemented, restated and replaced from time to time.

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

(tt) “**Project**” means as defined in Recital B.

(uu) “**Property Tax Differential Amount**” means as defined in Section 5.6(a).

(vv) “**Public Health Event**” means any one or more of the following but only if and as declared by an applicable governmental authority (or its designee): epidemics; pandemics; plagues; viral, bacterial or infectious disease outbreaks; public health crises; national health or medical emergencies; governmental restrictions on the provision of goods or services or on citizen liberties, including travel, movement, gathering or other activities, in each case arising in connection with any of the foregoing, and including governmentally-mandated closure, quarantine, “stay-at-home,” “shelter-in-place” or similar orders or restrictions; or workforce shortages or disruptions of material or supply chains resulting from any of the foregoing.

(ww) “**Required Improvements**” means as described in Section 3.2.

(xx) “**Site**” means as defined in Recital A.

- (yy) “**Site Acquisition Date**” means as defined in Section 4.1.
- (zz) “**Stationary Source Fees**” means as defined in Section 5.6(a).
- (aaa) “**Tax Determination Date**” means as defined in Section 5.6(d).
- (bbb) “**Term**” means as defined in Section 2.3.
- (ccc) “**Third Party**” means any person (as defined in Section 1(a) above) other than a Party, or an Affiliate of any Party.
- (ddd) “**Town**” means Queen Creek, Arizona.
- (eee) “**Town Code**” means the Code of the Town of Queen Creek, Arizona, as amended from time to time.
- (fff) “**Town Council**” means the Town Council of Town.
- (ggg) “**Town Manager**” means the person designated by Town as its Town Manager or designee.
- (hhh) “**Town Undertakings**” means as defined in Article 6.
- (iii) “**Training Certificate**” means as defined in Section 5.4(c).
- (jjj) “**Training Facility Site**” means as defined in Section 5.5(a).
- (kkk) “**Transfer**” means as defined in Section 12.2(a).
- (lll) “**Workforce Training Facility**” means as defined in Section 5.5(a).
- (mmm) “**Zoning Designation**” means as defined in Recital D.

2. **PARTIES, PURPOSE AND TERM OF THIS AGREEMENT.**

2.1 Parties to the Agreement. The Parties to this Agreement are County, Town and Employer.

(a) County. County is Pinal County, Arizona, a political subdivision of the State of Arizona, exercising its governmental functions and powers.

(b) Employer. Employer is a limited liability company, duly organized and validly existing under the laws of the State of Delaware and qualified to do business in the State of Arizona.

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

2.2 Purpose. The purpose of this Agreement is to provide for the planning and development of the Project; to provide for the construction of the Required Improvements to be designed and constructed by Employer or at Employer's direction pursuant to the deadlines for Completion of Construction; to acknowledge the Employer Undertakings, the County Undertakings and the Town Undertakings; to establish employment criteria to be achieved by Employer; and to promote employment, education and other economic opportunities in Town and County.

2.3 Term. The term of this Agreement ("**Term**") is that period of time, commencing on the Effective Date, and terminating on the date on which the Parties have performed all their obligations under this Agreement; provided, however, that notwithstanding the foregoing this Agreement shall automatically terminate on the twentieth (20th) anniversary of the Effective Date. Notwithstanding the foregoing, (a) all indemnity or other obligations of the Parties to indemnify, defend, pay and hold harmless, whether set forth in this Agreement or at common law, survive termination of this Agreement, but do not survive a termination of this Agreement pursuant to Section 4.1, and (b) the acknowledgements, covenants and representations of the Parties set forth in this Agreement survive termination of this Agreement, but do not survive a termination of this Agreement pursuant to Section 4.1.

### 3. SCOPE AND REGULATION OF DEVELOPMENT.

3.1 Vested Rights; Approved Plans. Town agrees that the Zoning Designation and the Specific Plan (including without limitation the amendments thereto adopted subsequent to the date of the PADA, as set forth in Recital D) has been permanently vested, consistent with the terms of the PADA, and that the Site may be developed in accordance with the Specific Plan, subject to Employer's compliance with the terms of this Agreement and the PADA.

3.2 Approved Plans. The Project consists of the Improvements generally described in Exhibit A ("**Required Improvements**"). Development of the Project shall be in accordance with one or more plans (each, an "**Approved Plan**," or, collectively, "**Approved Plans**," as the same may be amended from time-to-time) prepared and submitted by Employer to Town for approval, and which shall: (i) comply with Applicable Laws (subject to the limitations in the PADA), the Specific Plan and the Zoning Designation; (ii) set forth the basic land uses of the Improvements for the Project; and (iii) all other matters relevant to the development of the Project in accordance with this Agreement. The Approved Plans may be amended by Employer from time to time, and any such amendments shall be reviewed by Town in accordance with the PADA, Applicable Laws and this Agreement.

3.3 Expedited Approval Process. The process for the submittal, review, and approval of (i) the proposed Approved Plans, and (ii) the Project's design elements, including building materials, colors, architectural plans, landscaping, irrigation, lighting, exterior cooling, pedestrian linkages, signage, and the character of the improvements, are subject to Town's submittal, review, and approval processes then in effect and set forth in this Agreement. The Parties

shall cooperate reasonably in processing the approval or issuance of any permits, plans, specifications, plats, or other development approvals requested by Employer in connection with development of the Project. Town shall expedite its approval and inspection processes with respect to the planning and construction of the Project on the Site without payment of any additional fee or charge, and Town shall designate one employee during the term of planning and construction to manage or supervise the zoning and building review process and shall use commercially reasonable efforts to provide that the same inspectors are used during the construction process to provide consistency in inspection and comment.

3.4 Cooperation in the Implementation of the Approved Plans. Employer and Town shall work together using commercially reasonable and good faith efforts throughout the pre-development and development stages to resolve any Town comments regarding implementation of the Approved Plans. County shall assist and cooperate with such efforts in order to achieve the benefits contemplated by this Agreement but this obligation does not require the expenditure of funds and use of resources other than in the ordinary course of business.

3.5 Permit and Other Fees. Town's building permit, inspection, development, and other similar fees for the development of the Project shall be those in effect at the time of any application or submission by Employer.

3.6 Certificates of Occupancy. Town shall issue certificates of occupancy (or temporary certificates of occupancy, as applicable) for any portion of the Improvements or other portions of the Project ("**Certificate(s) of Occupancy**"), in a sequence that follows Employer's construction schedule and in accordance with Applicable Laws. Upon Completion of certain portions of the Improvements or other portions of the Project, Employer may request inspections; and upon approval of such work shall receive Certificate(s) of Occupancy for the completed areas, consistent with Town Code. Once a Certificate(s) of Occupancy is issued by Town with respect to any portion of the Required Improvements constructed by Employer within the Project, Employer's obligations with respect to the construction of those particular Improvements as set forth in this Agreement shall be deemed to be satisfied.

4. **EMPLOYER UNDERTAKINGS.** In consideration of the timely performance by County of the County Undertakings and by Town of the Town Undertakings, and provided there is no uncured Default by Town or County of any term or condition of this Agreement, Employer agrees to perform the obligations contained in this Article 4 (the "**Employer Undertakings**") as follows:

4.1 Purchase of Site. Since Employer's obligations with respect to occupancy and maintenance of the Site, and the Improvements on the Site, are integral to the obligations of Town and County to perform pursuant to this Agreement, Employer agrees that, subject to ASLD auctioning the Site, and further subject to Employer being the successful bidder at the Auction, Employer shall purchase the Site (i.e., acquire a patent or partial patent from ASLD) described on Exhibit B no later than December 29, 2022 (the "**Outside Acquisition Date**"). The date that the Site is acquired by Employer (i.e., the date the patent or partial patent is issued by ASLD for the Site) shall be the "**Site Acquisition Date.**" If Employer fails to acquire the Site by the Outside Acquisition Date because (i) ASLD fails to auction the Site within a time period that allows Employer to acquire the Site by the Outside Acquisition Date, (ii) ASLD does not convey the Site



to Employer by the Outside Acquisition Date for any reason other than Employer's failure to perform its obligations as the successful bidder at the Auction (exclusive of obligations to be performed by the Town or County), (iii) Employer is not the successful bidder at the Auction, (iv) ASLD's conditions of the Auction and acquisition are not acceptable to Employer, or (v) Employer declines to bid at the Auction for any reason, then this Agreement shall terminate automatically on the Outside Acquisition Date and the Parties shall have no further obligations under this Agreement. For purposes of clause (iv), Employer has approved the conditions of the Auction and acquisition set forth in ASLD's Public Notice of Auction Sale No. 53-122513 dated January 25, 2022.

4.2 Required Improvements. Upon Employer's acquisition of the Site, Employer shall design and cause the construction of the Required Improvements in accordance with the requirements of this Agreement, including but not limited to the Approved Plans. Subject to Force Majeure, Employer (i) shall Commence Construction of the Required Improvements on or before six (6) months after the Site Acquisition Date; (ii) shall Complete the Required Improvements on or before ninety (90) months after Commencement of Construction of the Required Improvements; and (iii) shall begin its manufacturing operations at the Site on or before six (6) months after Completion of the Required Improvements. For the avoidance of doubt, Employer shall be deemed to begin its manufacturing operations at the Site at the start of production of any product, including prototypes, samples, and products for quality assurance and testing. The foregoing dates are all subject to delays to the extent caused by (a) Force Majeure, and (b) delays by the Town and/or the County in performing their obligations under this Agreement or, as to the Town, the PADA.

4.3 Employment Objective. Following the start of its manufacturing operations at the Site, Employer agrees to achieve the Employment Objective by the Employment Objective Date. Town and County confirm that any reports that Employer may deliver to the State of Arizona pursuant to the Arizona Competes Grant shall be a form reasonably satisfactory to provide evidence to Town and County of Employer's progress to achieve the Employment Objective.

4.4 Town Services. During the Term, Employer agrees that it shall contract for and use the Town of Queen Creek services for water, wastewater, solid waste, and to the extent the Town provides such services, recycling services. Except to the extent set forth in this Agreement or the PADA, Employer is responsible to provide and pay for, or to cause third parties other than Town or County to provide and pay for, all design and construction costs within the Site for utility infrastructure and services for the Project.

4.5 Donation of Rights of Way. After the Site Acquisition Date, and notwithstanding any prior grant of easements to Town over the same parcels within the time period required by ASLD, Employer shall dedicate to Town in fee, at no cost to Town, those portions of the Site that are legally described on Exhibit C (the "**Dedication Parcels**") for purposes of Town completing the Water and Wastewater Improvements and the Street Improvements (which improvements shall be public improvements that serve property in addition to the Site), and for other public purposes as described on Exhibit C. Additionally, Employer shall acquire and assign such other perpetual rights of way to Town (located on the Land, but off-site of the Site) as required by ASLD in its notice of the Auction (the "**Additional Rights of**

**Way**”). The Parties estimate that the value of the Dedication Parcels and the Additional Rights of Way is at least \$3,922,173 [*i.e.*, \$2.98 per square foot, for 30.215 acres of land] based on the minimum bid price as announced by ASLD in its notice of the Auction.

5. **COUNTY UNDERTAKINGS**. In consideration of the timely performance by Employer of the Employer Undertakings and by Town of the Town Undertakings, and provided there is no uncured Default by Employer of any term or condition of this Agreement, County agrees to perform the obligations contained in this Article 5 (as applicable to the County, the **“County Undertakings”**) as follows:

5.1 **Air Quality Permitting**. County shall expedite air quality permitting and dust permits that Employer may be required to obtain from County in connection with development of the Project, without payment of any additional fee or charge.

5.2 **Foreign Trade Zone**. County acknowledges that Employer intends to seek approval by the Foreign Trade Zone Board for status as a Foreign Trade Zone pursuant to the City of Phoenix Foreign Trade Zone No. 75 Alternative Site Framework (the **“FTZ Approval”**). County shall support the Employer’s application to the City of Phoenix to obtain FTZ Approval and to the Pinal County Tax Assessor for any beneficial tax treatments that may be available to Employer in conjunction therewith, including, without limitation, reclassifying the tax classification of the Site as a “class six property” pursuant to A.R.S. §42-12006. County and Employer shall exercise good faith efforts in executing necessary resolutions or separate agreements and obtain necessary concurrence letters from other taxing authorities or governmental agencies to support the FTZ application process to the Foreign Trade Zones Board. Upon approval by the Foreign Trade Zones Board, County shall assist Employer in executing such documents and agreements in order to activate such FTZ Approval. To the extent that such FTZ status approval or activation is not granted, County agrees to assist Employer and the City of Phoenix in appealing such decision. However, any application or assistance shall be at no cost to County, except to the extent such costs are a normal cost of government administration.

5.3 **Facilitation of Workforce Development**. At no cost to Employer, County shall make *ARIZONA@WORK - Pinal* available to assist Employer in connection with the recruitment, screening, interviewing of potential Employer employees for the Project and shall assist Employer by holding job fairs. In addition, County shall (to the extent of available County owned office space) provide office space and related equipment for job interviews.

5.4 **Employee Education Incentive**.

(a) To accelerate reemployment and transition workers to higher-paying, “green” industry and “new economy” jobs, County shall reimburse Employer with a one-time payment of \$3000 per Full-Time Employee who is a Pinal County resident, or \$1500 per Full-Time Employee if the employee is not a resident of Pinal County (the **“Employee Education Incentive”**), for an education and training assistance program for employment in Pinal County. The amount of the Employee Education Incentive represents a reimbursement to Employer of a portion of the costs incurred by Employer to provide the training described in Section 5.4(c) below.

The amounts of \$3000 and \$1500, as set forth in this Section 5.4(a) and Section 5.4(b), may be increased pursuant to Section 5.5 below.

(b) Upon the first anniversary of the Effective Date, and on each anniversary thereafter until the Employment Objective is achieved, County shall make an Employee Education Incentive payment to the Employer in an amount equal to the sum of (i) the product of multiplying \$3000 by the number of Full-Time Employees who are Pinal County residents trained and employed by Employer, plus (ii) the product of multiplying \$1500 by the number of Full-Time Employees who are non-Pinal County residents trained and employed by Employer. The foregoing information shall be certified by Employer in a certification (the “**Annual Employment Certification**”) from Employer’s director, human resources officer or other management representative reasonably acceptable to County, and in a form reasonably satisfactory to County. County confirms that any reports that Employer may deliver to the State of Arizona pursuant to the Arizona Competes Grant shall be a form reasonably satisfactory to County for purposes of this Section. The Annual Employment Certification shall be accompanied by Employer’s estimate of the Full-Time Employees for the upcoming 12-month period; such estimate shall be provided by Employer solely for County’s planning and budgeting purposes, and shall not be binding on Employer.

(c) An employee shall be deemed trained by Employer when the employee receives a certificate from Employer confirming that the employee has completed the training required by Employer (the “**Training Certificate**”). The general scope of the required training is set forth in Exhibit G. The determination of whether an employee is a Full-Time Employee and the location of the employee’s residence shall be made as of the date of the Training Certificate.

(d) The Annual Employment Certification shall be submitted to the County no later than each anniversary of the Effective Date. If the Employment Objective is achieved prior to the next anniversary of the Effective Date following achievement of the Employment Objective, the Annual Employment Certification for that year shall be submitted to the County following the date that the Employment Objective is achieved. The County shall reimburse Employer the Employee Education Incentive amount based on the most recently submitted Annual Employment Certification no later than thirty (30) days after receipt of the Annual Employment Certification.

(e) The amount to be paid by the County pursuant to this Section 5.4 is capped pursuant to Section 5.5 of this Agreement.

#### 5.5 Workforce Training Facility.

(a) Pursuant to Section 134 of the Workforce Innovation and Opportunity Act of 2014 (Public Law No. 113-128) funds authorized by the Governor of Arizona may be used by the County for employment and training activities for, among other things, emerging employment opportunities that are responsive to in-demand industry sectors or occupations. County shall use such funds (together with funds from such other sources as identified by County as required to perform its obligations under this Agreement) to construct or

cause to be constructed (at the expense of the County and at no expense to Employer), a workforce training facility (the “**Workforce Training Facility**”). County may enter into an Intergovernmental Agreement with the Central Arizona College, a public agency, and/or with the Arizona Commerce Authority with respect to the construction and/or operation of the Workforce Training Facility (“**Training Facility IGA**”). The Workforce Training Facility shall be located at the Central Arizona College Superstition campus or another location selected by Employer and County (the site selected by Employer and County is referred to as the “**Training Facility Site**”). The amount paid by County for the design and construction of the Workforce Training Facility is capped pursuant to the further provisions of this Section 5.5.

(b) The Workforce Training Facility shall be designed and constructed in accordance with the following process:

(i) County and Employer shall cooperate to select the Training Facility Site. Within three (3) business days after the Effective Date, County will provide to Employer the list of information relating to the Work Force Training Facility that County requires in order for County to prepare the conceptual design of the Workforce Training Facility. In response to County’s list, Employer shall provide to County detailed specifications so that County can create the conceptual design of the Workforce Training Facility. County will notify Employer within three (3) business days after receipt of any such information from Employer if County believes the information is incomplete. County and Employer shall work diligently and in good faith to select the Training Facility Site and complete the design specifications within two (2) months after the Site Acquisition Date (the “**Design Specification and Site Selection Phase**”).

(ii) Within two (2) months after the Design Specification and Site Selection Phase, County shall prepare the conceptual design of the Workforce Training Facility, consistent with the design specifications and the selected Training Facility Site, and provide to Employer a reasonable cost estimate to design and construct the Workforce Training Facility, including the cost to prepare the conceptual design (“**Construction Costs**”), and a reasonable cost estimate to operate and maintain the Workforce Training Facility for the Initial Occupancy Period in accordance with the operation and maintenance standards in this Section 5.5 (the “**O&M Costs**”).

(A) If the estimated Construction Costs exceed \$6,500,000, or if the aggregate estimated Construction Costs and O&M Costs exceed \$6,850,000, then Employer shall have the right to elect to either modify the design specifications for the Workforce Training Facility to reduce such costs and/or to reduce the Employee Education Incentive Amount (and reallocate the amount of such reduction to the Construction Costs and O&M Costs), as further described below, such that (A) the Actual Construction Costs ultimately paid by County plus the Employee Education Incentive Amount ultimately paid by County, does not exceed \$15,000,000, and (B) the Actual Construction Costs ultimately paid by County, plus the Employee Education Incentive Amount ultimately paid by County, plus the O&M Costs ultimately paid by County, does not exceed \$15,350,000.

County shall reasonably cooperate with Employer in such efforts. Following any reallocation or redesign as contemplated in this subsection (A) (or if no such reallocation or redesign is required), Employer shall notify County (the “**Notice to Commence**”).

(B) The process described in subsection A foregoing is referred to as the “**Cost Validation Phase**”, and shall end when Employer provides the Notice to Commence. Employer and County shall work diligently and in good faith to cause the Cost Validation Phase to be complete within four (4) months following the Design Specification and Site Selection Phase.

(C) Alternatively, after County provides the conceptual design of the Workforce Training Facility and the estimated Construction Costs and O&M Costs, Employer and County may determine that construction of the Workforce Training Facility is cost prohibitive, and that it is not economically feasible to proceed with construction. In such event, Employer will be responsible to bear the burden and incur the cost to provide alternative training. In such event, Employer shall notify County no later than four (4) months following the Design Specification and Site Selection Phase (the “**Notice Not to Commence**”), and County shall not proceed with the construction of the Workforce Training Facility.

(iii) If Employer sends a Notice to Commence, then following receipt of such notice, County shall (A) diligently complete the detailed design of the Workforce Training Facility, (B) cause Commencement of Construction of the Workforce Training Facility to occur as soon as reasonably practicable, and (C) Complete Construction of the Workforce Training Facility according to the specifications provided by Employer and County’s design as approved by Employer, and in accordance with Applicable Laws so that the Workforce Training Facility is available for use by Employer. The foregoing is referred to as the “**Construction Phase**”, and shall be completed by County within six (6) months after the Cost Validation Phase. If requested by Employer, County shall make available to Employer at no charge to Employer, alternative temporary classroom space reasonably acceptable to Employer until the Workforce Training Facility is completed and available for use.

(c) From and after the Construction Phase until the later of the Initial Occupancy Period or the Employment Objective Date, County shall cause the Workforce Training Facility to be maintained in good condition and repair, and in accordance with Applicable Laws; provided, however, that after the end of the Initial Occupancy Period, County shall only be obligated to fund the maintenance and repair of the Workforce Training Facility to the extent required by Section 5.5(e)(iii). The Project shall have priority use of the Workforce Training Facility for a 5-year period of time commencing at the end of the Construction Phase (the “**Initial Occupancy Period**”). The Training Facility IGA (if applicable) shall describe how the Workforce Training Facility shall be operated and include restrictions on the sharing of Employer’s equipment, access and any shared use. The funds expended by County to cause the construction, operation and maintenance of the Workforce Training Facility, plus the amounts paid by County

for the Employee Education Incentive, shall not exceed \$15,350,000, as set forth in the further provisions of this Section 5.5.

(d) Employer shall not be charged usage fees for the Workforce Training Facility (or any alternative temporary facility) during the Initial Occupancy Period. County shall pay for the operations and maintenance costs of the Workforce Training Facility during the Initial Occupancy Period pursuant to the further provisions of this Section 5.5. Thereafter, Employer shall continue to have priority use of the Workforce Training Facility so long as Employer pays the reasonably allocable share of the cost of operation and maintenance of the Workforce Training Facility.

(e) The aggregate payment of Employee Education Incentive amounts by County plus the amounts paid by County for the construction and operation of the Workforce Training Facility pursuant to this Section 5.5 shall not exceed Fifteen Million Three Hundred and Fifty Thousand Dollars (\$15,350,000). This amount shall be allocated between the Employee Education Incentive amounts, the Construction Costs and the O&M Costs according to the further provisions of this Section 5.5(e).

(i) So long as Employer satisfies the requirements in Section 5.4, the aggregate payment of Employee Education Incentive amounts shall not be less than Eight Million Five Hundred Thousand Dollars (\$8,500,000), the “**Unadjusted Employee Education Incentive Amount**.” This amount may be adjusted upward or downward pursuant to this Section 5.5(e).

(ii) If Employer sends a Notice to Commence, then County shall pay the operator of the Workforce Training Facility the O&M Costs during the Initial Occupancy Period up to Three Hundred and Fifty Thousand Dollars (\$350,000) (“**Capped O&M Costs**”).

(iii) If Employer sends a Notice to Commence, County shall pay for the cost of designing and constructing the Workforce Training Facility, including the cost of preparing the conceptual design. The amount paid by County shall be the lesser of: (A) the costs of designing and constructing the Workforce Training Facility (“**Actual Construction Costs**”) or (B) Six Million Five Hundred Thousand Dollars (\$6,500,000), (the “**Capped Construction Costs**”). If the Actual Construction Costs are less than the Capped Construction Costs, the difference between the Actual Construction Costs and the Capped Construction Costs shall be added to the Unadjusted Employee Education Incentive Amount. If the Actual Construction Costs are greater than the Capped Construction Costs, the Unadjusted Employee Education Incentive Amount shall be reduced by an amount equal to the shortfall, and such amount shall be added to the Capped Construction Costs such that the Capped Construction Costs equal the Actual Construction Costs. Following the foregoing reallocations, if after the Initial Occupancy Period the aggregate sum of the O&M Payments, the Actual Construction Costs and the Unadjusted Employee Education Incentive Amount exceeds \$15,350,000, then the amount of the excess shall reduce the Unadjusted Employee Education Incentive Amount. Further, if the O&M Costs during the Initial Occupancy Period are less than \$350,000, then the amount

by which the actual O&M Costs are less than \$350,000 shall, at Employer's option, be either (1) added to the Unadjusted Employee Education Incentive, or (2) the County's sole obligation to fund the maintenance and repair of the Workforce Training Facility after the expiration of the Initial Occupancy Period.

(iv) If Employer sends a Notice Not to Commence, then County shall pay for the costs incurred to date to design the Workforce Training Facility, including the cost to prepare the conceptual design. Such amounts paid by County shall be deducted from \$6,500,000 (i.e., the Capped Construction Costs). The remaining balance of the Capped Construction Costs plus the Capped O&M Costs (i.e., \$350,000) shall be added to the Unadjusted Employee Education Incentive Amount, and is referred to herein as the "**Training Overhead Component**". Employer and County acknowledge that if Employer sends a Notice Not to Commence, the Workforce Training Facility shall not be constructed, and Employer shall bear the burden to identify an alternative training location, and to incur additional overhead and other costs, in order to provide the training to its employees that is intended to be provided at the Workforce Training Facility. The Training Overhead Component reimburses Employer for a portion of such costs. The Training Overhead Component shall be reimbursed to Employer as an increase in the amounts of \$3000 and \$1500 set forth in Section 5.4(a) and Section 5.4(b), but subject to the following additional provisions. The aggregate amount of the Training Overhead Component shall be divided by 2800, and the end result shall be the "**Per Employee Training Overhead Component**." The Per Employee Training Overhead Component shall be added to the amount of \$3000 and \$1500, as applicable, and paid at the time and according to the process set forth in Section 5.4. If Employer submitted any Annual Employment Certifications prior to the date that the Per Employee Training Overhead Component is determined, then each amount of \$3000 and \$1500 that is due from County to Employer with respect to such prior submittals shall be increased by the amount of the Per Employee Training Overhead Component. By way of example, and for illustration purposes only, if Employer sends a Notice Not to Commence, and County has incurred costs to design the Workforce Training facility of \$1,250,000, then the Training Overhead Component in such example is \$5,600,000, calculated as: \$6,500,000 (the Capped Construction Costs) plus \$350,000 (the Capped O&M Costs) less \$1,250,000 (County design costs) equals \$5,600,000 (the Training Overhead Component). The Per Employee Training Overhead Component in such example is \$2000 (i.e., \$5,600,000, as the Training Overhead Component divided by 2800), and the amounts of \$3000 and \$1500, as set forth in Section 5.4(a) and Section 5.4(b) are \$5000 (i.e., \$3000 plus \$2000) and \$3500 (i.e., \$1500 plus \$2000).

(v) The foregoing reallocations, as they relate to the Employee Education Incentive Amount, as applicable, shall result in the Employee Education Incentive Amount.

## 5.6 Reimbursements for County Fees.

(a) In consideration for Employer's construction of the Required Improvements, Employer shall be entitled to a reimbursement from County for costs of (i) the issuance of air quality permits and dust permits as Employer may be required to obtain from the

County in connection with development of the Required Improvements (the “**County Permitting Fees**”) and (ii) the annual stationary source fee charged by the County for the Required Improvements (the “**Stationary Source Fees**”) in an amount not greater than the Property Tax Differential Amount, as determined below. The “**Property Tax Differential Amount**” shall equal the difference between (1) the real property tax payable to the County with respect to the Site following Completion of the vertical Required Improvements (which amount shall be calculated as set forth below), and (2) the real property tax payable to the County with respect to the Site for the tax year following the Site Acquisition Date. For purposes of this Agreement, “**Completion of the Required Improvements**” shall be deemed to have occurred when the certificate(s) of occupancy (which shall include a temporary certificate of occupancy) is issued by the Town for the Required Improvements.

(b) Within thirty (30) days following Completion of the Required Improvements, County shall notify Employer in writing of its estimate of the Property Tax Differential Amount (the “**Estimated Property Tax Differential Amount**”). If Employer disapproves County’s calculation of the Estimated Property Tax Differential Amount, Employer shall notify County within ninety (90) days following receipt of County’s calculation, and if the County and Employer are unable to resolve such dispute within ten (10) days of Employer’s notice, then such calculation shall be submitted by either Party to Expedited ADR as set forth on Exhibit D, in which case the amount determined via the Expedited ADR process shall be the Estimated Property Tax Differential Amount for purposes of this Agreement. If Employer fails to disapprove the County’s calculation of the Estimated Property Tax Differential Amount within ninety (90) days following Employer’s receipt thereof, the Estimated Property Tax Differential Amount calculated by County shall be deemed approved.

(c) If the Property Tax Differential Amount is less than the aggregate amount of County Permitting Fees and Stationary Source Fees, then within thirty (30) days following the determination of the Property Tax Differential Amount pursuant to Section 5.6(b), Employer shall pay County the difference. If the Property Tax Differential Amount is greater than the aggregate amount of County Permitting Fees and Stationary Source Fees, Employer may use the remaining amount as a credit against any future County Permitting Fees and Stationary Source Fees payable by Employer with respect to the Required Improvements; provided that in no event shall Employer be entitled to a credit against County Permitting Fees and Stationary Source Fees for more than ten (10) years after the date such fees were paid by Employer.

(d) When property taxes are first determined for the Site following Completion of the Required Improvements (as measured for the first tax year following the tax year in which the County first values the Site as fully completed in its current use) and all appeals periods have expired and, if applicable, all appeals have been fully and finally resolved with respect to any challenge of the calculation of such property tax (the “**Tax Determination Date**”); and the amount of property taxes so determined is referred to as the “**Actual Property Taxes**”), the Property Tax Differential Amount shall thereafter refer to the difference between the Actual Property Taxes and the real property tax payable to County with respect to the Site for the tax year following the Site Acquisition Date, and any references to the Estimated Property Tax Differential Amount shall thereafter refer simply to the Property Tax Differential Amount. If the calculation of the actual Property Tax Differential Amount under this Section 5.6(d) results in an amount that



is less than the Estimated Property Tax Differential Amount and as a result Employer has been reimbursed for County Permitting Fees and Stationary Source Fees in amount greater than what Employer is entitled to under this Section 5.6(d), Employer shall repay County the difference within thirty (30) days following the Tax Determination Date. Employer's repayment shall be County's sole remedy with respect to the over-reimbursement by County of the County Permitting Fees and Stationary Source Fees.

6. **TOWN UNDERTAKINGS.** In consideration of the timely performance by Employer of the Employer Undertakings and by County of the County Undertakings, and provided there is no uncured Default by Employer of any term or condition of this Agreement, Town agrees to perform the obligations contained in this Article 6 (the "**Town Undertakings**") as follows:

6.1 **Site Preparation.** Town shall clear vegetation and existing structures from the Site ("**Site Work**"), at Town's expense, and Town shall coordinate, schedule and phase the Site Work in cooperation with the Employer's contractor(s) constructing the Required Improvements ("**Employer's Contractor(s)**") and proceed expeditiously to complete the Site Work. After Town completes the Site Work, Employer shall be responsible to maintain the Site, including weed control and dust control. Additionally, no later than ten (10) days after the Effective Date, Town shall provide to Employer a geotechnical assessment required by Employer in connection with the development of the Site by Employer, together with a reliance letter with respect to such geotechnical assessment in form acceptable to Employer. Additionally, to the extent not already completed by ASLD, Town shall assist Employer and ASLD in environmental and cultural assessments required in connection with the development of the Site by Employer, and, to the extent further required, in the issuance of reliance letters with respect thereto.

6.2 **Building and Permitting Fees.** In partial consideration for the benefits to Town arising out of or in connection with this Agreement, including but not limited to the construction of the Required Improvements and the expectation that Employer shall timely achieve the Employment Objective, Town shall pay all building, inspection and permitting fees relating to the development of the Required Improvements ("**Fees**"). In the event that Employer has not achieved the Employment Objective by the Employment Objective Date (with the shortfall in the number of Full-Time Jobs being referred to herein as the "**Employment Shortfall**"), Employer shall reimburse Town for the allocable portion of the Fees paid by Town within thirty (30) days of demand by Town for reimbursement of amounts so paid by Town on behalf of Employer, which allocable portion shall be calculated as follows: Total Fees paid by Town divided by 2800 (*i.e.*, the Employment Objective), with the end result multiplied by the Employment Shortfall. Employer's repayment of the amounts due pursuant to this Section 6.2 and Section 6.3 shall be Town's sole remedy with respect to Employer's failure to achieve the Employment Objective by the Employment Objective Date.

6.3 **Development Impact Fees.** In partial consideration for the benefits to Town arising out of or in connection with this Agreement, including but not limited to the construction of the Required Improvements and the expectation that Employer shall timely achieve the Employment Objective (as defined below), Town shall pay all development impact fees relating to the development of the Site by Employer. In the event that Employer has not achieved the Employment Objective by the Employment Objective Date, Employer shall reimburse Town for the applicable portion of such development impact fees paid by Town within thirty (30) days

of demand by Town for reimbursement of amounts so paid by Town on behalf of Employer, which portion shall be calculated as follows: Total development impact fees paid by Town divided by 2800 (i.e., the Employment Objective), with the end result multiplied by the Employment Shortfall. Employer's repayment of the amounts due pursuant to Section 6.2 and this Section 6.3 shall be Town's sole remedy with respect to Employer's failure to achieve the Employment Objective by the Employment Objective Date.

6.4 Water and Wastewater Infrastructure. Concurrently with Employer's construction on the Site of the Required Improvements; in coordination in phasing, scheduling and scope with Employer's Contractor(s); and in accordance with the milestone dates set forth on Exhibit E (the "**Infrastructure Schedule**") (subject to delays by Force Majeure Events to the extent permitted by ASLD), Town at its cost and expense shall design and construct within public rights-of-way those public water and wastewater infrastructure improvements which are more specifically described on Exhibit F ("**Water and Wastewater Improvements**"). The Water and Wastewater Improvements may be performed as part of Town's Capital Improvement Program. Town agrees that Employer shall not be required to construct, or contribute to the cost (whether pursuant to fees or otherwise) to construct, any further off-site water and wastewater improvements in connection with the development of the Site.

6.5 Project Utility Rate. Concurrently with the approval and execution of this Agreement by Town and Employer, Town and Employer shall enter into a separate utility rate agreement that establishes a Project water/wastewater utility rate to be paid by Employer following Completion of the Required Improvements. The rate will reflect competitive discounts that apply at certain levels as Employer's use of such utilities increases, and will be based on Town's letter to Employer dated February 27, 2022. Town shall guaranty capacity in Town's wastewater collection and treatment system and potable water system for wastewater generated by the Project and for potable water demand of the Project, as applicable.

6.6 Roads and Roadway Improvements. Concurrently with Employer's construction on the Site of the Required Improvements; in coordination in phasing, scheduling and scope with Employer's Contractor(s); and in accordance with the Infrastructure Schedule (subject to delays by Force Majeure Events), Town at its cost and expense shall design and construct to its standards the public roads and roadway improvements which are more specifically described on Exhibit F (collectively, "**Street Improvements**" and, together with the Water and Wastewater Improvements, the "**Infrastructure Improvements**"). The Street Improvements shall be performed as part of Town's Capital Improvement Program. Town agrees that Employer shall not be required to construct, or contribute to the cost (whether pursuant to fees or otherwise) to construct, any further off-site road improvements (including street lights, sidewalks, drainage facilities, traffic signs and traffic signals) in connection with the development of the Site.

6.7 Road Naming. No later than thirty (30) days after Town completes the Pecos Road improvements described on Exhibit F, and provided that there is no uncured Event of Default, Town shall permit Employer to designate the entryway into the Site from Pecos Road as "       Way" or other name including the designation "                  " (or other tradename under which Employer operates the Project).

6.8 Job Reimbursement.

(a) Town shall reimburse Employer with a one-time payment of \$250 per employee, for employee education and training assistance (“**Town Education Incentive**”). Such payment, together with the Employee Education Incentive, represents a reimbursement to Employer of a portion of the costs incurred by Employer to provide the training described in Section 5.4(c).

(b) Upon the first anniversary of the Effective Date, and on each anniversary thereafter until the Employment Objective is achieved, Town shall make Town Education Incentive payments to Employer in an amount equal to the product of \$250 multiplied by the number of persons employed and trained by Employer (and for which Employer did not receive a previous Town Education Incentive payment). The foregoing information shall be certified by Employer in an Annual Employment Certification in a form reasonably satisfactory to Town. Town confirms that any reports that Employer may deliver to the State of Arizona pursuant to the Arizona Competes Grant shall be a form reasonably satisfactory to Town for purposes of this Section.

(c) An employee shall be deemed employed and trained by Employer on the date the employee receives a Training Certificate confirming that the employee has completed the training required by Employer.

(d) The Annual Employment Certification shall be submitted to the Town no later than each anniversary of the Effective Date. If the Employment Objective is achieved prior to the next anniversary of the Effective Date following achievement of the Employment Objective, the Annual Employment Certification for that year shall be submitted to Town following the date that the Employment Objective is achieved. Town shall reimburse Employer the Town Education Incentive amount based on the most recently submitted Annual Employment Certification no later than thirty (30) days after receipt of the Annual Employment Certification.

(e) The aggregate payment of Town Education Incentive amounts paid by Town shall not exceed Seven Hundred Thousand Dollars (\$700,000).

6.9 Temporary Office and Living Space. Town shall assist Employer in identifying temporary office space and corporate housing within Town pending completion of construction of the Project.

6.10 Assistance with Job Training Programs. Town shall assist local and state educational institutions with respect to applicable job training programs.

6.11 Foreign Trade Zone. Town acknowledges that Employer intends to seek FTZ Approval. Town shall support Employer’s application to the City of Phoenix to obtain FTZ Approval and to the Pinal County Tax Assessor for any beneficial tax treatments that may be available to Employer in conjunction therewith, including, without limitation, reclassifying the tax classification of the Site as a “class six property” pursuant to A.R.S. §42-12006. Town and Employer shall exercise good faith efforts in executing necessary resolutions or separate agreements and obtain necessary concurrence letters from other taxing authorities or governmental

agencies to support the FTZ application process to the Foreign Trade Zones Board. Upon approval by the Foreign Trade Zones Board, Town shall assist Employer in executing such documents and agreements in order to activate such FTZ Approval. To the extent that such FTZ status approval or activation is not granted, Town shall assist Employer and the City of Phoenix in appealing such decision. However, any application or assistance shall be at no cost to Town, except to the extent such costs are a normal cost of government administration.

6.12 Electric and Gas Utility Connections. Town shall reasonably cooperate with and assist Employer in connection with Employer's obtaining appropriate electrical service to the Site from Salt River Project and gas service to the Site from the City of Mesa Natural Gas Utility, including (without limitation) reviewing plans and facilitating utility connections if required; provided, however that Town's obligations under this Section 6.12 shall not require any financial commitment from or payment by Town.

7. COUNTY REPRESENTATIONS. County represents and warrants to Town and Employer that:

7.1 County has the full right, power, and authorization to enter into and perform this Agreement and each of County's obligations and undertakings under this Agreement, and County's execution, delivery and performance of this Agreement have been duly authorized and agreed to in compliance with the requirements of the County ordinances and Arizona law.

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

7.3 County shall execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

7.4 County knows of no litigation, proceeding, initiative, referendum, investigation, or threat of any of the same contesting the powers of County or its officials with respect to this Agreement that has not been disclosed in writing to Town and Employer

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

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

8. TOWN REPRESENTATIONS. Town represents and warrants to County and Employer that:

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

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

8.3 Town shall execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

8.4 Town knows of no litigation, proceeding, initiative, referendum, investigation, or threat of any of the same contesting the powers of Town or its officials with respect to this Agreement that has not been disclosed in writing to County and Employer.

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

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

9. **EMPLOYER REPRESENTATIONS.** Employer represents and warrants to Town that:

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

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

9.3 Employer shall execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

9.4 As of the date of this Agreement, Employer knows of no litigation, proceeding or investigation pending or threatened against or affecting Employer, which could have a material adverse effect on Employer's performance under this Agreement that has not been disclosed in writing to County and Town.

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

9.6 Employer has not paid or given, and shall not pay or give, any Third Party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects, engineers, and attorneys.

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

Prior to the Effective Date, Employer shall provide to Town and County the entity resolutions or authorizations of Employer, authorizing Employer to enter into this Agreement.

10. **EVENTS OF DEFAULT; REMEDIES.**

10.1 Events of Default by Employer. “**Default**” or an “**Event of Default**” by Employer under this Agreement shall mean one or more of the following:

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

(b) Employer fails to comply with the deadlines for the Commencement of Construction or Completion of Construction, as applicable, established in this Agreement, for any reason other than Force Majeure;

(c) Employer transfers or attempts to transfer or assign this Agreement in violation of Section 12.2(a);

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

10.2 Events of Default by Town. “**Default**” or an “**Event of Default**” by Town under this Agreement shall mean one or more of the following:

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

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

10.3 Events of Default by County. “**Default**” or an “**Event of Default**” by County under this Agreement shall mean one or more of the following:

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

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

10.4 Grace Periods; Notice and Cure. Upon the occurrence of an Event of Default by any Party, such Party shall, upon written Notice from any other Party, proceed immediately to cure or remedy such Default and, in any event, such Default shall be cured within

thirty (30) days after receipt of such Notice; or, if such Default is of a nature is not capable of being cured within thirty (30) days shall be commenced within such period and diligently pursued to completion, but in no event exceeding ninety (90) days in total.

10.5 Remedies for Default. Whenever any Event of Default occurs and is not cured (or cure undertaken) by the defaulting Party in accordance with Section 10.1, 10.2, or 10.3, as applicable, and Section 10.4 of this Agreement, a non-defaulting Party may take any of one or more of the following actions:

(a) Remedies of County. County's remedies for an uncured Event of Default by Employer may include any of the following:

(i) If an uncured Event of Default by Employer occurs at any time, County may terminate its obligations under this Agreement.

(ii) County may seek actual damages resulting from Employer's Event of Default for a failure by Employer to provide Indemnity as required by Section 13(a) of this Agreement.

(b) Remedies of Town. Town's remedies for an uncured Event of Default by Employer may include any of the following:

(i) If an uncured Event of Default by Employer occurs at any time, Town may terminate its obligations under this Agreement.

(ii) Town may seek special action or other similar relief (whether characterized as mandamus, injunction or otherwise), requiring Employer to undertake and to fully and timely address or to enjoin any construction or similar activity undertaken by Employer which is not in accordance with the terms of this Agreement.

(iii) Town may seek actual damages resulting from Employer's Event of Default for a failure by Employer to provide Indemnity as required by Section 13(a) of this Agreement.

(c) Remedies of Employer. Upon an uncured Event of Default by Town or County, Employer may pursue as its exclusive remedies, the following: (i) to seek special action or other similar relief (whether characterized as specific performance, mandamus, injunction or otherwise), requiring County or Town (as applicable) to undertake and to fully and timely perform its obligations under this Agreement, or (ii) to enjoin any threatened or attempted violation of this Agreement.

(d) Waiver of Certain Damages. Notwithstanding anything in this Agreement to the contrary, each of County, Town and Employer waives its right to seek and recover consequential, exemplary, special, beneficial, numerical, punitive, or similar damages from each other Party, the only permitted claim for damages being actual damages reasonably and directly incurred by the aggrieved Party to the extent expressly allowed by this Agreement.

10.6 Delays; Waivers. Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any Default by any other Party shall not be considered as a waiver of rights with respect to any other Default by the performing Party or with respect to the particular Default except to the extent specifically waived in writing. It is the intent of the Parties that this provision shall enable each Party to avoid the risk of being limited in the exercise of any right or remedy provided in this Agreement by waiver, laches or otherwise at a time when it may still hope to resolve the problems created by the Default involved.

10.7 Force Majeure. Neither County, Town nor Employer, as the case may be, shall be considered not to have performed its obligations under this Agreement or in Default in the event of force majeure (“**Force Majeure**”) due to causes beyond its reasonable control and without its fault, negligence or failure to comply with Applicable Laws, including: acts of God; acts of public enemy; litigation concerning the validity and enforceability of this Agreement or relating to transactions contemplated hereby (including the effect of petitions for initiative or referendum); fires, floods, epidemics, pandemics, quarantine, restrictions, strikes, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes; a Public Health Event; acts of a public enemy, war, terrorism or act of terror (including bio-terrorism or eco-terrorism); nuclear radiation; declaration of national emergency or national alert; blockade, insurrection, riot, labor strike or interruption; extortion, sabotage, or similar occurrence; any exercise of the power of eminent domain, condemnation, or other taking by the action of any governmental body on behalf of any public, quasi-public, or private entity; or declaration of moratorium or similar hiatus directly affecting the Project (whether permanent or temporary) by any public, quasi-public or private entity. In addition, if after good faith efforts by Employer to comply, if the Employment Objective is not met by the Employment Objective Date, as may be extended, the Employment Objective Date shall be extended for a reasonable period of time as requested by Employer and reasonably approved by County and Town but in any event not less than two (2) years. In no other event shall Force Majeure include any delay resulting from general economic or market conditions, unavailability for any reason of particular tenants of portions of the Project, nor from the unavailability for any reason of particular contractors, subcontractors, vendors, investors or lenders desired by Employer in connection with the development of the Project, it being agreed that Employer shall bear all risks of delay which are not Force Majeure. In the event of the occurrence of any such Force Majeure, the time or times for performance of the obligations of the Party claiming delay shall be extended for the actual duration of the Force Majeure event; provided that the Party seeking the benefit of the provisions of this Section 10.7, within thirty (30) days after such event, shall notify each other Party of the specific delay in writing and claim the right to an extension for the period of the Force Majeure.

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

## 11. COOPERATION AND DESIGNATED REPRESENTATIVES.



11.1 Representatives. To further the cooperation of the Parties in implementing this Agreement, County, Town and Employer each shall designate and appoint a representative to act as a liaison among and between County (and its various departments), Town (and its various departments) and Employer. The initial representative for County shall be its County Manager; the initial representative for Town shall be its Town Manager, and the initial representative for Employer shall be its Project Manager, as identified by Employer from time to time. County's, Town's and Employer's representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Project.

## 12. MISCELLANEOUS PROVISIONS.

12.1 Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Pinal (or, as may be appropriate, in the Justice Courts of Pinal County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to the exclusive jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section 12.1.

### 12.2 Restrictions on Assignment and Transfer.

(a) Restriction on Transfers. No assignment or similar transfer of Employer's interest in this Agreement (each, a "**Transfer**") may occur without County's and Town's prior written consent, which may be granted, withheld, conditioned or delayed in County's and Town's sole discretion; provided, however, if there is no uncured Event of Default of Employer existing at the time of the Transfer, Employer may take any of the following actions without the consent of County and Town:

(i) Employer may assign this Agreement to a successor entity by merger, consolidation, reorganization, operation of law, or similar event, or that is otherwise an Affiliate of Employer (so long as such successor entity retains ownership of the Site), and/or

(ii) Employer may assign this Agreement to the transferee of the Site in connection with the conveyance of the Site (A) to any Affiliate of Employer, or (B) in connection with a change in ownership of Employer as a result of a merger, consolidation, reorganization, or joint venture, or (C) in connection with the sale or transfer of all or substantially all of the assets of Employer.

Nothing in this Agreement shall prohibit or restrict, or require the approval of Town or County for, changes in the direct or indirect management, ownership or control of Employer.

Upon any Transfer, Employer shall provide to Town with a true and correct copy of any such assignment, together with a copy of the document or instrument pursuant to which such assignee fully assumes all of Employer's covenants and obligations under this Agreement arising

from and after the date of the Transfer and agrees to be bound by the terms and provisions of this Agreement. The assignment by Employer of its rights under this Agreement shall not relieve Employer personally of any obligations, unless County and Town shall expressly agree to such relief in writing. Any Transfer or other purported assignment that does not comply in all respects with this Section 12.2(a) shall be void, and not voidable.

(b) Transfers by County. County's rights and obligations under this Agreement shall be non-assignable and non-transferable, without the prior express written consent of Employer, which consent may be given or withheld in Employer's sole and unfettered discretion

(c) Transfers by Town. Town's rights and obligations under this Agreement shall be non-assignable and non-transferable, without the prior express written consent of Employer, which consent may be given or withheld in Employer's sole and unfettered discretion.

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

12.4 Construction. The terms and provisions of this Agreement represent the results of negotiations between the Parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and none of which has acted under any duress or compulsion, whether legal, economic, or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party who prepared or whose attorney prepared the executed Agreement or any earlier draft of the same.

#### 12.5 Notices.

(a) Addresses. Except as otherwise required by law, any notice required or permitted under this Agreement (each, a "**Notice**") will be in writing and will be given by (i) personal delivery, or (ii) any nationally recognized express or overnight delivery service (e.g., Federal Express or UPS), delivery charges prepaid, or (iii) sent by electronic mail (email) provided that notice shall also be delivered within two (2) business days by another method permitted under this Section. Notices shall be addressed as follows:

If to County: Pinal County  
135 North Pinal Street  
Administrative Complex  
PO Box 827  
Florence, Arizona 85132  
Attn: County Manager  
Email: \_\_\_\_\_

With a required copy to: Pinal County  
135 North Pinal Street  
Administrative Complex  
PO Box 827  
Florence, Arizona 85132  
Attn: County Attorney  
Email: pinalcountyattorney@pinalcountyyaz.gov

If to Town: Town of Queen Creek  
Attn: Town Manager  
22358 S Ellsworth Road  
Queen Creek, Arizona 85142  
Email: \_\_\_\_\_

With a required copy to: Town of Queen Creek  
Attn: Town Attorney  
c/o Dickinson Wright PLLC  
1850 North Central Avenue, Suite 1400  
Phoenix, Arizona 85004  
Email: \_\_\_\_\_

If to Employer: ES AMERICA, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

With a required copy to: Quarles & Brady LLP  
Attn: Diane Haller  
One Renaissance Square  
Two North Central Avenue  
Phoenix, Arizona 85004  
Email: diane.haller@quarles.com

Each Party may by notice in writing change its address for the purpose of this Agreement, which address shall thereafter be used in place of the former address.

(b) Effective Date of Notices. Any Notice sent by United States Postal Service certified or registered mail shall be deemed to be effective the earlier of the actual delivery, or three (3) business days after deposit in a post office operated by the United States Postal Service. Any Notice sent by a recognized national overnight delivery service shall be deemed effective one (1) business day after deposit with such service. Any Notice personally delivered or delivered through a same-day delivery/courier service shall be deemed effective upon its receipt (or refusal to accept receipt) by the addressee. Any Notice sent by email shall be deemed effective on the date of delivery, provided that notice shall also be delivered within two (2) business days by another method permitted under this Section.

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

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

12.8 Attorneys' Fees and Costs. In the event of a breach by any Party and commencement of a subsequent legal action in an appropriate forum, the prevailing Party in any such dispute shall be entitled to reimbursement of its reasonable attorneys' fees and court costs, including its costs of expert witnesses, transportation, lodging and meal costs of the parties and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental costs of such dispute.

12.9 Waiver. Without limiting the provisions of Section 9.5 of this Agreement, the Parties agree that neither the failure nor the delay of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver of such right, remedy, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

12.10 Third Party Beneficiaries. Except as set forth in Section 14, no person or entity shall be a Third Party beneficiary to this Agreement, except for permitted transferees and

assignees to the extent that they assume or succeed to the rights and/or obligations of Employer under this Agreement.

12.11 Exhibits. Without limiting the provisions of Article 1 of this Agreement, the Parties agree that all references to this Agreement include all Exhibits designated in and attached to this Agreement, such Exhibits being incorporated into and made an integral part of this Agreement for all purposes. In the event of a conflict with or ambiguity between a general description in this Agreement and the terms and provisions included in a more detailed and specific Exhibit referred to in such general description, the terms and provisions of the Exhibit shall supersede and prevail.

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

12.13 Further Assurances. Each Party agrees to perform such other and further acts and to execute and deliver such additional agreements, documents, affidavits, certifications, acknowledgments and instruments as any other Party may reasonably require to consummate, evidence, confirm or carry out the matters contemplated by this Agreement or confirm the status of (a) this Agreement as in full force and effect and (b) the performance of the obligations hereunder at any time during its Term.

12.14 Calculation of Days. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement falls on a Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

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

(a) Any consent or approval of Town required by this Agreement may be provided by the Town Manager unless otherwise specified or required by Applicable Laws. In addition, the Town Manager is expressly authorized to execute and deliver all amendments to this Agreement and other transaction documents required by, contemplated under or authorized in this Agreement.

(b) Any consent or approval of County required by this Agreement may be provided by the County Manager unless otherwise specified or required by Applicable Laws. In addition, the County Manager is expressly authorized to execute and deliver all amendments to this Agreement and other transaction documents required by, contemplated under or authorized in this Agreement.

12.16 Covenants Running With Land; Inurement. The covenants, conditions, terms and provisions of this Agreement relating to use of the Site shall run with the land and shall be binding upon, and shall inure to the benefit of the Parties and their respective permitted successors and assigns with respect to the Site. Wherever the term “Party” or the name of any particular Party is used in this Agreement such term shall include any such Party’s permitted successors and assigns.

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

12.18 Amendment. Except as otherwise expressly provided for or permitted in this Agreement (for example, for administrative adjustments that may be made by the Town Manager, including the approval of Extended Compliance Dates), no change or addition shall be made to this Agreement except by written amendment executed by the Parties. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Official Records. Upon amendment of this Agreement, references to “Agreement” or “Development Agreement” shall mean the Agreement as amended. If, after the effective date of any amendment(s), the Parties find it necessary to refer to this Agreement in its original, unamended form, they shall refer to it as the “Original Development Agreement.” When the Parties mean to refer to any specific amendment to the Agreement which amendment is unmodified by any subsequent amendments, the Parties shall refer to it by the number of the amendment as well as its effective date.

12.19 Survival. All indemnification obligations in this Agreement shall survive the execution and delivery of this Agreement, the closing of any transaction contemplated in this Agreement, and the rescission, cancellation, expiration or termination of this Agreement upon the terms and for the period set forth in each respective Section, but shall not survive the termination of this Agreement pursuant to Section 4.1.

12.20 Nonliability of Town Officials, of County Officials, and of Employees, Members and Partners, of Employer. No Town Council member, official, representative, agent, attorney or employee of Town, and no County Board member, official, representative, agent, attorney or employee of County, shall be personally liable to any of the other Parties hereto, or to any successor in interest to any of the other Parties, in the event of any Default or breach by Town or County (as applicable) or for any amount which may become due to any of the other Parties or their successors, or with respect to any obligation of Town or County (as applicable) under the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of Employer under this Agreement shall be limited solely to the assets of Employer and shall not extend to or be enforceable against: (i) the individual assets of any of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of Employer; (ii) the shareholders, members or managers or constituent partners of Employer; or (iii) officers of Employer.

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

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

12.23 Proposition 207 Waiver. Employer hereby waives and releases Town (“**Prop 207 Waiver**”) from any and all claims under A.R.S. § 12-1134, *et seq.*, including any right to compensation for reduction to the fair market value of all or any part of the Site, as a result of Town’s approval of this Agreement, any and all restrictions and requirements imposed on Employer, the Project and the Site by this Agreement or the Zoning, Town’s approval of Employer’s plans and specifications for the Project, the issuance of any permits, and all related zoning, land use, building and development matters arising from, relating to, or reasonably inferable from this Agreement. The terms of this Prop 207 Waiver shall run with all land that is the subject of this Agreement and shall be binding upon all subsequent landowners, assignees, lessees, and other successors, and shall survive the expiration or earlier termination of this Agreement.

12.24 Preserve State Shared Revenue; Other Challenges.

(a) Notwithstanding any other provision of, or limitation in, this Agreement to the contrary, if pursuant to A.R.S. § 41-194.01 the Attorney General (i) commences an investigation based on a claim alleging that this Agreement, or any action of Town or County approving this Agreement, violates any provision of state law or the Constitution of Arizona (a “**Violation**”), (ii) thereafter determines that a Violation exists pursuant to A.R.S. § 41-194.01(B)(1), and (iii) thereupon provides the statutorily-required notice of the Violation to Town and County (the “**Violation Notice**”), Town and County shall promptly meet with Employer and use all good faith efforts to modify the Agreement (or otherwise address the matter or matters constituting the Violation) in a manner to resolve the Violation and to substantially provide to the Parties the practical realization of the principal benefits intended by the Agreement. If within the thirty (30) day period set forth in the Violation Notice (the “**Violation Notice Resolution Period**”), County, Town and Employer cannot agree to modify this Agreement so as to resolve the Violation, this Agreement shall automatically (that is, without further act or Notice to the Parties required) terminate at the expiration of the Violation Notice Resolution Period, and upon such termination the Parties shall have no further rights, interests, or obligations in this Agreement or claim against any other Party for a breach or default under this Agreement.

(b) Notwithstanding any other provision of, or limitation in, this Agreement to the contrary, if pursuant to A.R.S. § 41-194.01 the Attorney General (i) commences an investigation into a Violation as described above, (ii) thereafter determines that a Violation may exist pursuant to A.R.S. § 41-194.01(B)(2), and (iii) thereupon files a special action in the Arizona Supreme Court to resolve the issue, Town, County shall jointly and vigorously defend the legality of this Agreement with respect to any such investigation and action. Employer may, at Employer’s sole discretion, join such defense, but at a minimum Employer shall reasonably cooperate with Town and County in such defense, at no cost to Employer. Additionally, if the Arizona Supreme Court determines that a Violation exists, this Agreement shall automatically (that is, without further act or Notice to the Parties required) terminate, and the Parties shall have no further rights, interests, or obligations in this Agreement or claim against any other Party for a breach or default under this Agreement.

(c) Additionally, if a Third Party claims that this Agreement violates any provision of state law or the Constitution of Arizona (excluding any Violation), (i) Town, County shall vigorously defend any such claim, and (ii) County, Town and Employer shall use all and best faith efforts to modify the Agreement so as to substantially provide the practical realization of the principal benefits intended by this Agreement, concurrently with Town and County defending such claim. Employer may, at Employer's sole discretion, join such defense, but at a minimum Employer shall reasonably cooperate with Town and County in such defense, at no cost to Employer. If an appellate court of the State, beyond any applicable appeals period, has determined that this Agreement violates any provision of state law or the Constitution of Arizona, either of County, Town or Employer may terminate this Agreement and the Parties thereafter shall have no further rights, interests, or obligations in this Agreement or claim against any other Party for a breach or default under this Agreement.

(d) Town and County shall promptly notify Employer upon receipt of any written notice of any investigation or action alleging a Violation, as described in clauses (a) or (b) above, or a Third Party claim, as described in clause (c).

#### 12.25 Public Action.

(a) Town and Employer acknowledge that, notwithstanding any language of this Agreement or any subsequent additional document, no act, requirement, payment or other agreed-upon action to be done or performed by Town which would, under any federal, state or local constitution, statute, charter provision, ordinance or regulation, require formal action, approval or concurrence by the Town Council, shall be required to be done or performed by Town unless and until said formal Town Council action has been taken and completed. "**Completed**" under this provision means that such Town Council action is no longer subject to referral. This Agreement does not bind Town or the Town Council or remove its independent authority to make determinations related to formal action of the Town Council in any way.

(b) County and Employer acknowledge that, notwithstanding any language of this Agreement or any subsequent additional document, no act, requirement, payment or other agreed-upon action to be done or performed by County which would, under any federal, state or local constitution, statute, charter provision, ordinance or regulation, require formal action, approval or concurrence by the County Board, shall be required to be done or performed by County unless and until said formal County Board action has been taken and completed. "**Completed**" under this provision means that such County Board action is no longer subject to referral. This Agreement does not bind County or the County Board or remove its independent authority to make determinations related to formal action of the County Board in any way.

12.26 References to Authority. Any reference to a statute, ordinance, regulation, or similar legal authority, including the Applicable Laws, in this Agreement refers to the legal authority as it existed on the Effective Date or as the same may be amended from time-to-time during the Term.

### 13. INDEMNITY OF TOWN AND COUNTY BY EMPLOYER.



(a) Subject to the limitations in Section 10.5(d), Employer shall indemnify, defend, pay and hold harmless Town and its Town Council members, officers, officials, agents, and employees (collectively, including Town, “**Town Indemnified Parties**”), and Employer shall indemnify, defend, pay and hold harmless County and its County Board members, officers, officials, agents, and employees (collectively, including County, “**County Indemnified Parties**”) for, from, and against any and all claims, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits (including reasonable attorneys’ fees, experts’ fees and court costs associated with such matters) which may be imposed upon, incurred by or asserted against Town Indemnified Parties or County Indemnified Parties by a Third Party (all of the foregoing, collectively, “**Claims**”) to the extent the Claims arise from the gross negligence or willful misconduct of Employer with respect to the design, construction, and structural engineering acts or omissions with respect to the Required Improvements (collectively, “**Indemnity**”). Such Indemnity shall survive the expiration or earlier termination of this Agreement for a period of two (2) years. The indemnification set forth in this Section 13 shall not apply to the extent such Claims against Town Indemnified Parties arise from or relate solely to the negligent or intentional acts of Town Indemnified Parties, or to the extent such Claims against County Indemnified Parties arise from or relate solely to the negligent or intentional acts of County Indemnified Parties. In the event any Town Indemnified Parties or County Indemnified Parties should be made a defendant in any action, suit or proceeding brought by a Third Party by reason of any of the occurrences described in this Section 13, Employer shall at its own expense: (i) resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel designated by Employer and reasonably approved by Town (with respect to Claims asserted against Town Indemnified Parties), or County (with respect to Claims asserted against County Indemnified Parties); and (ii) if any such action, suit or proceeding should result in a final judgment against any of the Town Indemnified Parties or County Indemnified Parties, Employer shall promptly satisfy and discharge such judgment or shall cause such judgment to be promptly satisfied and discharged, provided that nothing in this Section 13 limits the rights of the Parties to seek indemnification under common law, subject to (A) the limitations in Section 10.5(d), and (B) the limitations in Section 10.5 with respect to the remedies of a Party relating to an uncured Event of Default.

(b) Nothing in Section 13(a) limits the right of any Party to seek indemnification under common law from any other Party with respect to matters other than an uncured Event of Default.

**[Signatures appear on following pages]**

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

**COUNTY**

PINAL COUNTY, ARIZONA, a political subdivision of the State of Arizona

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

ATTEST:

By: \_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Attorney

STATE OF ARIZONA        )  
                                          ) ss.  
COUNTY OF PINAL        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ the \_\_\_\_\_ of Pinal County, Arizona, a subdivision of the State of Arizona, who acknowledged that he/she signed the foregoing instrument on behalf of Pinal County.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**SIGNATURE PAGE TO DEVELOPMENT AGREEMENT AND  
INTERGOVERNMENTAL AGREEMENT**

**TOWN**

TOWN OF QUEEN CREEK, ARIZONA, an  
Arizona municipal corporation

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

ATTEST:

By: \_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Town Attorney

STATE OF ARIZONA        )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ the \_\_\_\_\_ of the Town of Queen Creek, Arizona, an Arizona municipal corporation, who acknowledged that he/she signed the foregoing instrument on behalf of Town.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_



**List of Exhibits**

- Exhibit A: Description of Required Improvements
- Exhibit B: Legal Description of Site
- Exhibit C: Legal Description of Dedication Parcels With Description of Public Purpose
- Exhibit D: Expedited ADR
- Exhibit E: Infrastructure Schedule
- Exhibit F: Infrastructure Improvements
- Exhibit G: Training Program

DRAFT

**Exhibit A**  
**to Development Agreement and**  
**Intergovernmental Agreement**

**Description of Required Improvements**

An approximately 937,831 square foot manufacturing facility with mezzanine, together with associated warehouse, office, training, storage and distribution space of approximately 328,450 square feet under roof. The Required Improvements will also include associated site improvements inclusive of parking facilities, utility improvements, landscaping, sidewalks, retention areas, and recreational areas.

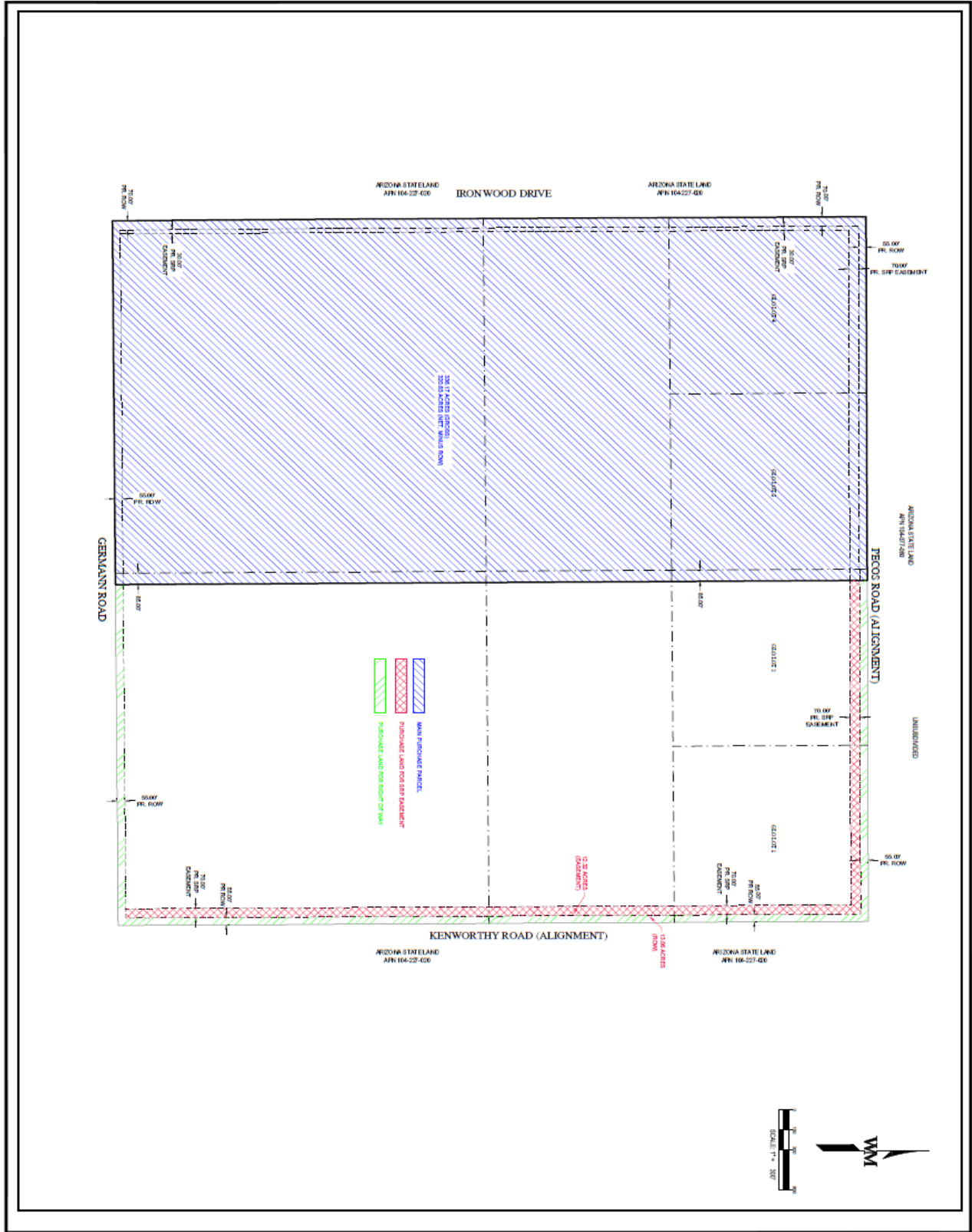
DRAFT

**Exhibit B  
to Development Agreement and  
Intergovernmental Agreement**

**Legal Description of Site**  
*To be attached at time of Site Acquisition*

**[NTD: see map attached for a general depiction. This map will be replaced by the legal description of the “partial release” site as approved by ASLD. ]**

DRAFT



CAUTION - IF THIS SHEET IS NOT 24"x36" IT IS A REDUCED PRINT

<p>THIS DRAWING AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF WARE MALCOMB AND SHALL NOT BE USED ON ANY OTHER WORK EXCEPT BY AGREEMENT WITH WARE MALCOMB. WRITE DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED ON THE JOB SITE. ANY DISCREPANCY SHALL BE BROUGHT TO THE NOTICE OF WARE MALCOMB PRIOR TO THE COMMENCEMENT OF ANY WORK.</p> <p>DATE: 01/11/2023          PROJECT: 202300003          PROJECT NAME: 0200003</p>	<p><b>BOUNDARY/ROW EXHIBIT</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISIONS</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	REVISIONS													<p><b>PROJECT ALPHA</b></p> <p>QUEEN CREEK, ARIZONA</p>	<p>FOR INFO: WARE MALCOMB          2777 e. camelback rd.          suite 325          phoenix, az 85016          p 480.767.1001          www.waremalcomb.com</p>	<p><b>WARE MALCOMB</b></p> <p>CIVIL ENGINEERING</p>
NO.	DATE	REVISIONS																	

NOT FOR CONSTRUCTION



**Exhibit C  
to Development Agreement and  
Intergovernmental Agreement**

**Legal Description of Dedication Parcels With Description of Public Purpose**

**[NTD: these are the rights of way located on the partial patent property, as required by ASLD in its notice of Auction. This will not include any portion of the rights of way located on the Certificate of Purchase property that is not within the partial patent property.]**

DRAFT

**Exhibit D**  
**To Development Agreement and**  
**Intergovernmental Agreement**

**Expedited Alternative Dispute Resolution**

Unless otherwise defined in this Exhibit D, capitalized terms used herein shall have the meaning ascribed to such terms in the Agreement.

1. Scope. The expedited alternative dispute resolution process provided for in this Exhibit D (“**Expedited ADR**”) shall be the exclusive means for resolution of a dispute regarding the County’s calculation of the Estimated Property Tax Differential Amount as set forth in Section 5.6 of the Agreement or Employer’s calculation of the Minimum Sales Tax Amount pursuant to Section 6.2 of the Agreement (collectively, a “**Dispute**”).

2. Representatives. If a Dispute occurs, any of the Employer or the County or Town, as applicable, may provide written notice to the other Party to the Dispute (the “**Expedited ADR Commencement Date**”). The Dispute shall immediately be referred to representatives of the applicable parties for decision with each Party being represented by one individual who is authorized to settle disputes (the “**Representative**”). The initial Representative shall be the individuals designated in Section 11.1 of the Agreement, but any Party may change its Representative by written notice to the other Parties.

2.1 The Representatives shall meet promptly in a good faith effort to resolve the Dispute. If the Dispute is not resolved within ten (10) business days following the Expedited ADR Commencement Date, the dispute shall be submitted to binding arbitration in Florence Arizona pursuant to Section 2.2 of this Exhibit D.

2.2 The Representatives shall randomly select from the list of arbitrators agreed upon by the parties until an arbitrator is found who (a) does not have a conflict because of its affiliation with, or work for, a Party within the preceding twelve (12) months and (b) is available within ten (10) business days from the time of such notification (the “**Arbitrator**”). The Arbitrator shall meet promptly with the Representatives, and in no event later than ten (10) business days after the Arbitrator’s selection. The Arbitrator shall, upon considering the arguments and any documentary evidence presented by the Representatives, rule in writing upon the Dispute. Such ruling shall be final and binding upon the parties to the Dispute, and no Party shall be permitted to contest, appeal, or challenge in any manner the Arbitrator’s ruling.

3. Entry of Judgment. Either Party can make application to the Pinal County Superior Court for confirmation an entry of judgment on the Arbitrator’s ruling.

4. Uniform Arbitration Act. Except as otherwise provided in the Agreement, binding arbitration pursued under this Exhibit D shall be governed by the Uniform Arbitration Act as enacted in Arizona at A.R.S. § 12-1501 *et seq.*

5. Fees and Costs. Each Party’s fees and costs associated with a hearing before the

Arbitrator shall be borne by each respective Party. The Arbitrator's fees and costs shall be paid by the non-prevailing Party. The determination of a prevailing and non-prevailing Party, and the appropriate allocation of fees and costs, shall be included in the arbitration award.

DRAFT

**Exhibit E**  
**To Development Agreement and**  
**Intergovernmental Agreement**

**Infrastructure Schedule**

The following represents the delivery dates for the Infrastructure Improvements:

Design Start for all improvements	April 19, 2022
Design Completion and Permitting	December 19, 2022
Construction Start	January 1, 2023
Completion of Water and Wastewater to Phase 1	June 15, 2023
Construction Completion of all Infrastructure Improvements	March 31, 2024

It is anticipated that construction will occur for multiple infrastructure segments simultaneously to meet the required schedule. The scheduling and sequencing of construction will be determined through the design process and in coordination with the Employer and Employer's Contractor(s).

The schedule, including completion dates, may be extended by agreement of the parties, changes in schedule by Employer and/or Employer's Contractor(s), and/or pursuant to Force Majeure.

**Exhibit F**  
**To Development Agreement and**  
**Intergovernmental Agreement**

**Infrastructure Improvements**

Recognizing that Employer's Required Improvements will be designed, permitted, and constructed in phases, Town shall also complete the public Infrastructure Improvements required by ASLD in phased scopes, schedules, and sequences coordinated with Employer and Employer's Contractor(s) to maximize efficiency of design and construction, and minimize reconstruction or removal of prior work in place. All construction shall be designed and built in accordance with applicable Town Standards.

**Germann Road**

**Street Improvements:**

**Classification:** Major Arterial per Town of Queen Creek Standard Detail R-102

**Improvements:** The northern half street improvements including; two travel lanes, one in each direction, bike lane, street lights, sidewalk, curb and gutter and the required storm drain improvements from Ironwood Road to Kenworthy Road.

**Access points:** Town shall coordinate access points with the design team of the Employer to provide access as may be required and in accordance with Town standards. At a minimum, a fully signalized intersection shall be designed one-half mile east of Ironwood Road.

**Water and Wastewater Improvements**

**Water:** From Meridian Road to Kenworthy Road, anticipated 24" pipe diameter.

**Wastewater:** From Meridian Road to Kenworthy Road, anticipated 18" pipe diameter.

**Ironwood Road**

**Street Improvements:**

**Classification:** Major Arterial per Town of Queen Creek Standard Detail R-101

**Improvements:** The eastern half street improvements including; one additional northbound travel lane, bike lane, street lights, sidewalk, curb and gutter, and the required storm drain improvements from Germann Road to Pecos Road. Fully signalized intersections shall be constructed at the Germann Road and Pecos Road intersections and one-half mile north of Germann Road.

**Access points:** Town shall coordinate access points with the design team of the Employer to provide access as may be required and in accordance with Town

standards. At a minimum, a fully signalized intersection shall be designed for a location one-half mile north of Germann Road.

Water and Wastewater Improvements:

Water: From Germann Road to Pecos Road, anticipated 12” pipe diameter

Wastewater: From Germann Road to 1/3 mile north of Germann and from Pecos Road to 1/3 mile south of Pecos Road, pipe diameters and ultimate extent shall be determined during design to ensure the ability to service the site.

**Pecos Road**

Street Improvements:

Classification: Major Arterial per Town of Queen Creek Standard Detail R-102

Improvements: Full roadway improvements to include four travel lanes and a center median/turn lane(s) and bike lanes, street lights, sidewalk, curb and gutter and the required storm drain improvements.

Access points: Town shall coordinate access points with the design team of the Employer to provide access as may be required and in accordance with Town standards. At a minimum, a fully signalized intersection shall be designed one-half mile east of Ironwood Road.

Water and Wastewater Improvements:

Water: From Ironwood Road to Kenworthy Road, anticipated 12” pipe diameter

Wastewater: From Meridian Road to Kenworthy Road, pipe diameter shall be determined during design to ensure the ability to service the site and future adjacent development.

**Kenworthy Road**

Street Improvements:

Classification: Major Arterial per Town of Queen Creek Standard Detail R-102

Improvements: Full roadway improvements to include four travel lanes and a center median/turn lane(s) and bike lanes, street lights, sidewalk, curb and gutter and the required storm drain improvements. Fully signalized intersections shall be designed at the Germann Road and Pecos Road intersections and one-half mile north of Germann Road.

Access points: Town shall coordinate access points with the design team of the Employer to provide access as may be required and in accordance with Town standards. At a minimum, a fully signalized intersection shall be designed for a location one half mile north of Germann Road.

Water and Wastewater Improvements:

Water: From Germann Road to Pecos Road, anticipated 16" pipe diameter

Wastewater: From Germann Road to 1/3 mile north of Germann and from Pecos Road to 1/3 mile south of Pecos Road, pipe diameters and ultimate extent shall be determined during design to ensure the ability to service the site.

DRAFT

**Exhibit G**  
**To Development Agreement and**  
**Intergovernmental Agreement**

**General Scope of Required Training**

1. Orientation. New employees undergo an orientation process to learn critical information about their job position. Instructors may present information in a classroom environment or host one-on-one discussions.
2. Onboarding. Training process that helps new employees learn key information about their job position and a company's protocols. When onboarding with a group of new employees, the company may provide lecture-based instructions or digital presentations.
3. Internal Training. Existing employees work with new hires to discuss skill-building techniques and other professional development goals in either a classroom setting or hands on.
4. Outsourced Training. Third parties may be used to train employees on a certain skill set in either a classroom setting or hands on. This type of training may take place at other Employer or third party facilities to learn and bring back the skills to the Project.
5. Technical Skills Training. Technical skills training involves teaching both incumbent and new employees how to apply their technical knowledge to their job position. This type of training may take place at other Employer or third party facilities to learn and bring back the skills to the Project.
6. Shadowing. Shadowing describes a process where two employees follow each other throughout the workday to gain insight into different job positions within the same company. This type of training may take place at other Employer or third party facilities to learn and bring back the skills to the Project.
7. Mandatory Training. Mandatory training is a program that a federal or state regulation requires employees to complete.

4868-7271-9126 v1 [53749-34]





TOWN OF  
**QUEEN CREEK**  
ARIZONA

8.L

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

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

**FROM: DOREEN COTT, ECONOMIC DEVELOPMENT DIRECTOR**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION 1444-22 SUPPORTING A FOREIGN TRADE ZONE DESIGNATION FOR THE PROPOSED ES AMERICA, LLC ADVANCED MANUFACTURING FACILITY; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX RELATED TO THE FOREIGN TRADE ZONE; AND AUTHORIZING THE MAYOR, TOWN MANAGER, TOWN CLERK AND TOWN ATTORNEY TO NEGOTIATE, FINALIZE, APPROVE AND TAKE OTHER ACTIONS AND EXECUTE SUCH OTHER DOCUMENTS AS NEEDED TO IMPLEMENT THE FOREIGN TRADE ZONE DESIGNATION. - *NEW ITEM***

**DATE: March 16, 2022**

---

**Suggested Action:**

Staff recommends approval of Resolution 1444-22 supporting the application for the activation of a single-user driven Foreign Trade Zone site for ES America, LLC, as more fully set forth in the Resolution.

**Relevant Council Goal(s):**

Effective Government: KRA Financial Sustainability  
Secure future: KRA Environment; Land Use & Economic Development

**Discussion:**

ES America, LLC, an international advanced manufacturing company is interested in purchasing approximately 650 hundred acres of real property in the Town of Queen Creek that is presently owned by the State of Arizona and will be sold by auction pursuant to the Arizona State Land Department's auction process. As part of the Federal Trade Zone ("FTZ") application process, the company is required to obtain a letter of support or Resolution of support from all taxing entities that receive revenue from property taxes generated from the new facility, which includes the Town of Queen Creek.

The site is generally located on the northeast corner of Ironwood and Germann roads and the company plans to build an approximately one million square manufacturing to produce products that support eco-friendly emerging technology. The proposed manufacturing facility is projected to produce 2,800 full-time jobs and a capital investment of approximately \$2.8 Billion (\$2,800,000,000.00), providing significant economic benefit to the Town of Queen Creek, Pinal

County, and the State of Arizona.

The Town supports this type of development and fully understands the tax implications relative to the FTZ process, which allows for the reclassification of the real and personal property to Class 6, and understands that such tax classifications will apply upon FTZ activation at the site. As part of the application process, the Town of Queen Creek will enter into an Intergovernmental Agreement with the City of Phoenix, FTZ #75 to outline responsibilities associated with the FTZ and the property tax reclassification.

**Fiscal Impact:**

ES America, LLC's site selection decision of Queen Creek hinges upon successfully realizing the financial benefits of FTZ.

An FTZ site offers a company the following advantages:

- Duty Exemption. No duties on or quota charges on re-exports.
- Duty Deferral. Customs duties and federal excise tax deferred on imports.
- Inverted Tariff. In situations where zone production results in a finished product that has a lower duty rate than the rates on foreign inputs (inverted tariff), the finished products may be entered at the duty rate that applies to its condition as it leaves the zone (requires prior authorization).
- Logistical Benefits. Companies using FTZ procedures may have access to streamlined customs procedures.
- Other Benefits. Foreign goods and domestic goods held for export are exempt from state/local inventory taxes.
- FTZ status may also make a site eligible for state/local benefits which are unrelated to the FTZ Act Property Tax Reduction.

In Arizona, an activated FTZ site provides a property tax benefit to qualified companies reducing the real and personal property tax assessment ratio from 17.5% to 5%. Property tax savings to companies are only realized after they have activated FTZ sites and the company has made significant investments increasing the tax base on the property.

Under the FTZ, property taxes are estimated to be \$1M to \$2M annually (once the site is fully operational).

Currently the site being considered for this project is owned by the state of Arizona and does not generate any property tax.

**Attachment(s):**

1. [Resolution 1444-22](#)

## RESOLUTION 1444-22

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, SUPPORTING A FOREIGN TRADE ZONE DESIGNATION FOR THE PROPOSED ES AMERICA, LLC ADVANCED MANUFACTURING FACILITY; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX RELATED TO THE FOREIGN TRADE ZONE; AND AUTHORIZING THE MAYOR, TOWN MANAGER, TOWN CLERK AND TOWN ATTORNEY TO NEGOTIATE, FINALIZE, APPROVE AND TAKE OTHER ACTIONS AND EXECUTE SUCH OTHER DOCUMENTS AS NEEDED TO IMPLEMENT THE FOREIGN TRADE ZONE DESIGNATION.**

**WHEREAS**, ES America, LLC, an international advanced manufacturing company, is interested in purchasing approximately 650 hundred acres of real property in the Town of Queen Creek that is presently owned by the State of Arizona and will be sold by auction pursuant to the Arizona State Land Department's auction process ("FTZ Site"), and;

**WHEREAS**, the site is generally located on the northeast corner of Ironwood and Germann roads, and;

**WHEREAS**, ES America, LLC plans to build approximately 1 million square feet of advanced manufacturing space to produce products that support eco-friendly emerging technology; and,

**WHEREAS**, the proposed manufacturing facility, which is projected to produce 2,800 full-time jobs and represent a capital investment of approximately \$2.8 Billion (\$2,800,000,000.00), would provide significant economic benefit to the Town of Queen Creek, Pinal County, and the State of Arizona; and

**WHEREAS**, the Town supports this type of development and fully understands the tax implications relative to the Federal Trade Zone ("FTZ") designation and process, which allows for the reclassification of the real and personal property to Class 6 (5% assessment ratio), and understands that such tax classifications will apply upon FTZ activation at the FTZ Site; and,

**WHEREAS**, the Town of Queen Creek will enter into an Intergovernmental Agreement with the City of Phoenix, the designated grantee for FTZ #75, to outline responsibilities associated with the FTZ and the property tax reclassification.

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

**Section 1:** The Mayor and Town Council of Queen Creek hereby agree to and support an application for the activation of Single-User Driven Foreign Trade Zone Site for ES America, LLC and does approve the reclassification of the property tax status of all new buildings and equipment at said manufacturing facility to Class 6 (5% assessment ratio) upon activation of the FTZ Site.

Section 2: That the Mayor, Town Manager, Town Clerk and Town Attorney, as appropriate, are hereby further authorized and directed to negotiate, finalize, approve and execute all documents and instruments necessary to support an application for the inclusion within FTZ No. 75, the City of Phoenix Foreign Trade Zone, the FTZ Site where ES America, LLC will be developed and enter into an intergovernmental agreement with the City of Phoenix, Arizona, the designated grantee for FTZ No. 75, in a form approved by the Town attorney.

Section 3: That the Town Manager or his designee is hereby authorized and directed to take any and all actions and to execute all documents necessary to carry out the intent of this Resolution.

Section 4: This Resolution shall be effective thirty (30) days after adoption by the Mayor and Council of the Town of Queen Creek.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 16<sup>th</sup> day of March, 2022.

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





TOWN OF  
**QUEEN CREEK**  
ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

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

**FROM:** BRETT BURNINGHAM, DEVELOPMENT SERVICES DIRECTOR, ERIK SWANSON, PLANNING ADMINISTRATOR, MALLORY RESS, PLANNER I

**RE:** PUBLIC HEARING AND POSSIBLE ACTION ON CASE P21-0246 DESERT UTV CONDITIONAL USE PERMIT, A REQUEST FROM JON GILLESPIE, PEW & LAKE, PLC, FOR A CONDITIONAL USE PERMIT (CUP) TO ALLOW FOR THE SERVICE AND OUTDOOR STORAGE OF RECREATIONAL VEHICLES (RVS) IN CONJUNCTION WITH THE SERVICE OF UTILITY TASK VEHICLES (UTVS) ON APPROXIMATELY 1.14 ACRES, LOCATED WITHIN POWER MARKETPLACE BUSINESS PARK, WEST OF THE NORTHWEST CORNER OF RITTENHOUSE AND GERMANN ROADS.

**DATE:** March 16, 2022

**Suggested Action:**

Move to approve case P21-0246 Desert UTV Conditional Use Permit, subject to the Conditions of Approval included in this report.

**Project Information:**

**PLANNING COMMISSION RECOMMENDATION**

The Planning and Zoning Commission recommended approval of case P21-0246 Desert UTV Conditional Use Permit, subject to the Conditions of Approval included in this report, with a vote of 7-0 at their February 9, 2022 regular meeting.

**SUMMARY**

This proposal consists of a request for a CUP for the secondary use of service and outdoor storage of Recreational Vehicles in conjunction with the primary by-right use of automotive repair of UTVs, within Power Marketplace Business Park, located west of the northwest corner of Rittenhouse and Germann Roads.

**HISTORY**

November 5, 2003: Town Council approved the Power Marketplace PAD (Ord. 271-03).

February 15, 2006: Town Council approved an amendment to the Power Marketplace PAD, establishing a 56.9 acre, 25 lot subdivision, The Business Park at Power Marketplace, with an EMP-A zoning designation (Ord. 334-06).

Project Name	Desert UTV CUP (P21-0246)
--------------	---------------------------

Site Location	West of the NWC of Rittenhouse and Germann Roads
Current Zoning	EMP-A (Office/Industrial Park)
General Plan Designation	Commercial
Surrounding Zoning Designations:	
North	Power Marketplace Business Park (EMP-A)
South	Power Marketplace Business Park (EMP-A)
East	Benjamin Franklin Charter School (R1-43)
West	Power Marketplace Business Park (EMP-A)
Net Acreage	1.14 acres
Building Area (Total)	11,282 SF
Lot Coverage	24.5% provided
	80% allowed
Open Space/Landscaping	20.8% provided
	10% required
Parking	
Required:	17 spaces
Provided:	17 spaces and 2 accessible

## DISCUSSION

The proposed project is for Desert UTV, a service and repair company that focuses on vehicles like Polaris sides by sides, Polaris Rangers, CanAM X3s and other primarily off-road vehicles. The project is located on approximately 1.14 acres in the Power Marketplace Business Park, west of the northwest corner of Rittenhouse and Germann Roads. A newly constructed building straddles Lot 21 (project site) and the adjacent Lot 22. The building on Lot 21 is one-story and 11,282 square feet. The rear area of the site consists of nearly 13,500 square feet which will be utilized for maneuvering vehicles into and out of the two auto service bays. The east property line, adjacent to the school, has a stepped 8-foot-tall wall. Six-foot tall walls are provided at the other site boundaries adjacent to EMP-A zoning. The applicant has stated that typically no more than seven (7) customers will be on site at any given time, and customer parking is proposed at the seven (7) spaces (two (2) accessible) north of the building. Overflow parking is proposed at the rear of the site, behind rolling gates, or available during the day along 187th Place. Employee parking is provided behind the rolling gates, with a maximum of eight (8) employees on site at one time. The site plan for this project, which remains unchanged under the CUP request, was approved administratively under P19-0110.

A CUP is required for two specific purposes; 1) Service of Recreational Vehicles, 2) Outdoor Storage of Recreational Vehicles. These uses are ancillary to the primary permitted use of automobile repair of UTVs. Under the CUP request, Desert UTV is proposing to service RVs including trailers, travel trailers, and 5th wheel trailers. In conjunction with the RV service short-term outdoor storage of vehicles may be required. Services offered for the RVs include axle service and repair, appliance service and repair, accessory installations, tire changes, door and window repair and replacement, and generator service and repair. Desert UTV will not offer body/paint work or structural repair. The applicant has stated that the services proposed for RVs are considered small repair work which can be completed in a few days.

## **ANALYSIS**

**Conditional Use Permit (CUP) Review:** The proposed ancillary use of RV Service and Outdoor Storage in an EMP-A zoning district requires the processing of a Conditional Use Permit according to Table 4.6-1 of the Zoning Ordinance. The Zoning Ordinance lists nine criteria for evaluating a proposed Conditional Use Permit. The criteria were established to ensure that the use does not negatively impact the surrounding community by examining sufficient infrastructure, access, potentially offensive operations that can impact the general welfare of the community, and that orderly development of the adjacent area is not impacted. The proposed CUP satisfies the requirements.

**General Plan Review:** The current General Plan designation for this property is Commercial. The request is in conformance with the property's General Plan Land Use designation.

**Zoning Review:** This property is zoned EMP-A (Office/Industrial Park). The primary use of automotive repair is permitted in the EMP-A zoning district by-right. The secondary use of RV Service and Outdoor Storage is permitted in the EMP-A zoning district with a conditional use permit.

**Adequate Public Facilities:** In accordance with Article 5.1 (Adequate Public Facilities) provision of the Zoning Ordinance, the applicant has provided information regarding the project's potential impact on public facilities. Staff's review of those reports indicates that adequate public facilities will be provided by the project.

**Signage:** Proposed signage will be reviewed and approved as part of a separate Sign Permit application.

**Planning and Zoning Commission:** The Planning and Zoning Commission recommended approval of P21-0246 Desert UTV CUP, with a vote of 7-0 at their February 9, 2022 regular meeting. No members of the public spoke on this case.

## **PUBLIC PARTICIPATION**

A virtual neighborhood meeting was held on January 25, 2022. No members of the public were in attendance. Staff has received one comment in support of the application, included in the materials as Attachment 6.

## **CONDITIONS OF APPROVAL**

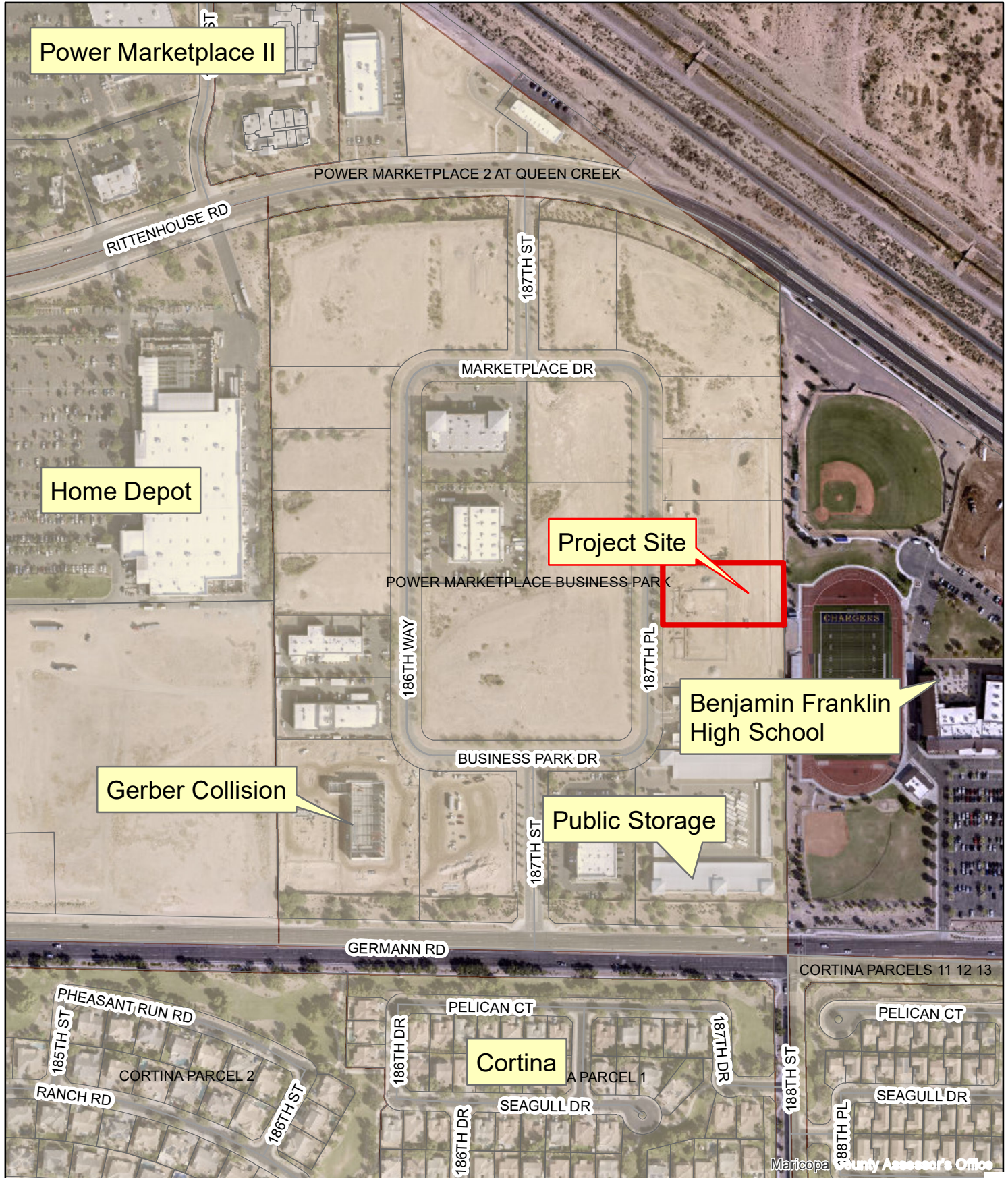
1. This project shall be developed in accordance with the plans attached to case P21-0246 and all the provisions of the Zoning Ordinance applicable to these cases.
2. Any expansion of the Outdoor Storage use shall be subject to site plan review and approval.

## **Attachment(s):**

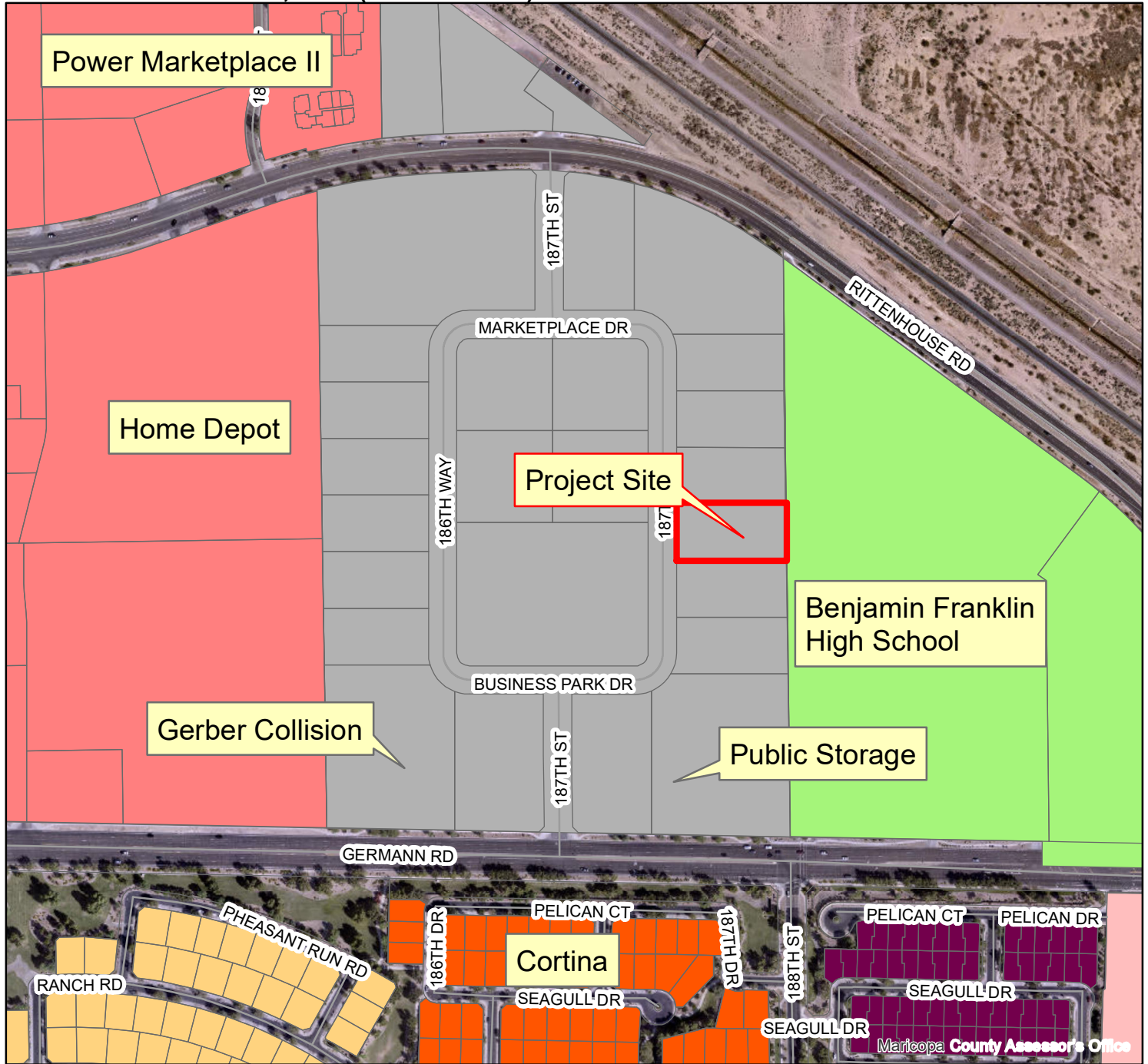
1. [Aerial.pdf](#)
2. [Zoning Exhibit.pdf](#)
3. [Site Plan.pdf](#)
4. [Parking Plan.pdf](#)
5. [Project Narrative.pdf](#)
6. [Public Comment.pdf](#)



**Project Name: Desert UTV Conditional Use Permit Aerial Exhibit**  
**Case Numbers: P21-0246**  
**Hearing Date: February 9, 2022 (Planning Commission)**  
**March 16, 2022 (Town Council)**

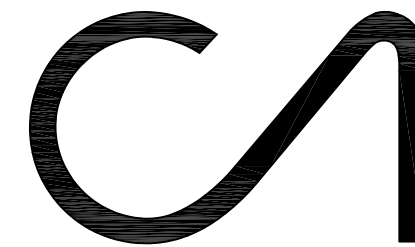


**Project Name: Desert UTV Zoning Exhibit**  
**Case Number: P21-0246**  
**Hearing Date: February 9, 2022 (Planning Commission)**  
**March 16, 2022 (Town Council)**



**Zoning Districts**

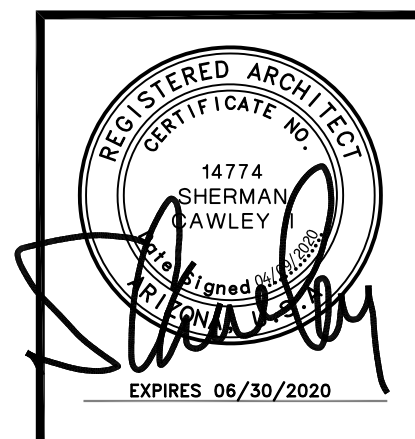
C-1 - Commercial	PQP - Public/Quasi-Public	R1-7 - Residential	R1-35 - Residential
C-2 - Commercial	RC - Recreation/Conservation	R1-8 - Residential	R1-43 - Residential
C-3 - Commercial	MDR - Residential	R1-9 - Residential	R1-54 - Residential
TC - Commercial	R1-4 - Residential	R1-12 - Residential	R1-190 - Residential
EMP A - Office/Industrial Park	R1-5 - Residential	R1-15 - Residential	PCD - Planned Community
EMP B - General Industrial	R1-6 - Residential	R1-18 - Residential	AT - Agritainment



CAWLEY ARCHITECTS

730 N. 52nd St. Ste. 203  
Phoenix, Arizona 85008  
P 602.393.5060

CawleyArchitects.com



### SITE DATA

PROJECT:	POWER MARKETPLACE BUSINESS PARK
ADDRESS:	18527 S. 187TH PLACE QUEEN CREEK, AZ 85142
DEVELOPER/OWNER:	NEWPORT DEVELOPMENT & INVESTMENTS LLC 1400 N GILBERT RD STE C GILBERT, AZ 85234
SCOPE:	NEW COMMERCIAL BUILDINGS
LEGAL DESCRIPTION:	SEE CIVIL
ASSESSOR PARCEL NO.:	304-62-203
ZONING:	EMP-A +/- 1.14 ACRES
SITE AREA LOT 21:	+/- 49,764 S.F.
BUILDING AREA:	12,119 S.F. GROSS
STORIES:	SINGLE STORY
LOT COVERAGE:	24.5%
LANDSCAPE AREA:	9,105 S.F.
LANDSCAPE COVERAGE:	20.8%
OCCUPANCY:	B/S-1/F-1
CONSTRUCTION TYPE:	V-B w/ A.F.E.S.
ALLOWABLE AREA:	36,000 S.F. (SINGLE STORY)

### PARKING CALCULATIONS

BUILDING AREA CALCULATIONS BUILDING 21	LOT 21	REQUIRED PARKING CALCULATIONS BUILDING 21	
OCCUPANCY	1ST FLOOR	FACTOR	TOTAL
OFFICE (B)	2,442 SQ.FT.	1/350	7.0 (7)
WAREHOUSE (S-1)	9,769 SQ.FT.	1/1000	9.8 (10)
TOTAL:	12,119 SQ.FT.	.3EMPLOYEE (6)	1.8 (2)
			19

PARKING PROVIDED	
TOTAL REGULAR SPACES	17
TOTAL ACCESSIBLE SPACES	2
TOTAL SPACES ON SITE	19

BICYCLE PARKING CALCULATIONS		
RATIO	REQUIRED	PROVIDED
1/20 SPACES (4 MIN)	4	4

### LEGEND

- PROPERTY LINE
- EASEMENT / SETBACK LINE
- 6' CURB
- SITE WALL
- SALT FINISH CONCRETE SIDEWALK
- PAINT STRIPING ON PAVEMENT
- NEW FIRE HYDRANT
- EXISTING FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- ACCESSIBLE ROUTE/ PATH OF TRAVEL
- FIRE RISER
- SITE WALL TYPES, SEE A12
- PAINTED FACE & TOP OF CURB
- RED & FIRE LANE SIGNS PER TOWN OF QUEEN CREEK STANDARDS

### NOTES:

- ALL MANUAL GATES SHALL BE DESIGNED TO EXCEPT THE OWNERS PADLOCK AND THE FIRE DEPARTMENTS KNOX PADLOCK.
- ALL AUTOMATIC GATES SHALL BE DESIGNED WITH A FREEMPTION RECEIVER
- ALL THEME WALL COLORS AND MATERIALS SHALL MATCH THAT OF THE POWER MARKETPLACE BUSINESS PARK

### BUILDING #21

NEWPORT DEVELOPMENT at POWER MARKETPLACE BUSINESS PARK

18527 SOUTH 187th PLACE  
QUEEN CREEK, ARIZONA  
85142

DATE  
1ST TOWN SUBMITAL  
11-20-2019

TOWN COMMENTS  
2/14/2020  
QA/QC COORDINATION  
CONSTRUCTION SET  
4/9/2020

### NOTICE OF ALTERNATE BILLING CYCLE:

This contract allows the owner to require submission of billings or estimates in billing cycles other than thirty days. A written description of such other billing cycle applicable to the project is available from the owner or the owner's designated agent (see owner's telephone number and address on cover sheet) and the owner or its designated agent shall provide this written description upon request.

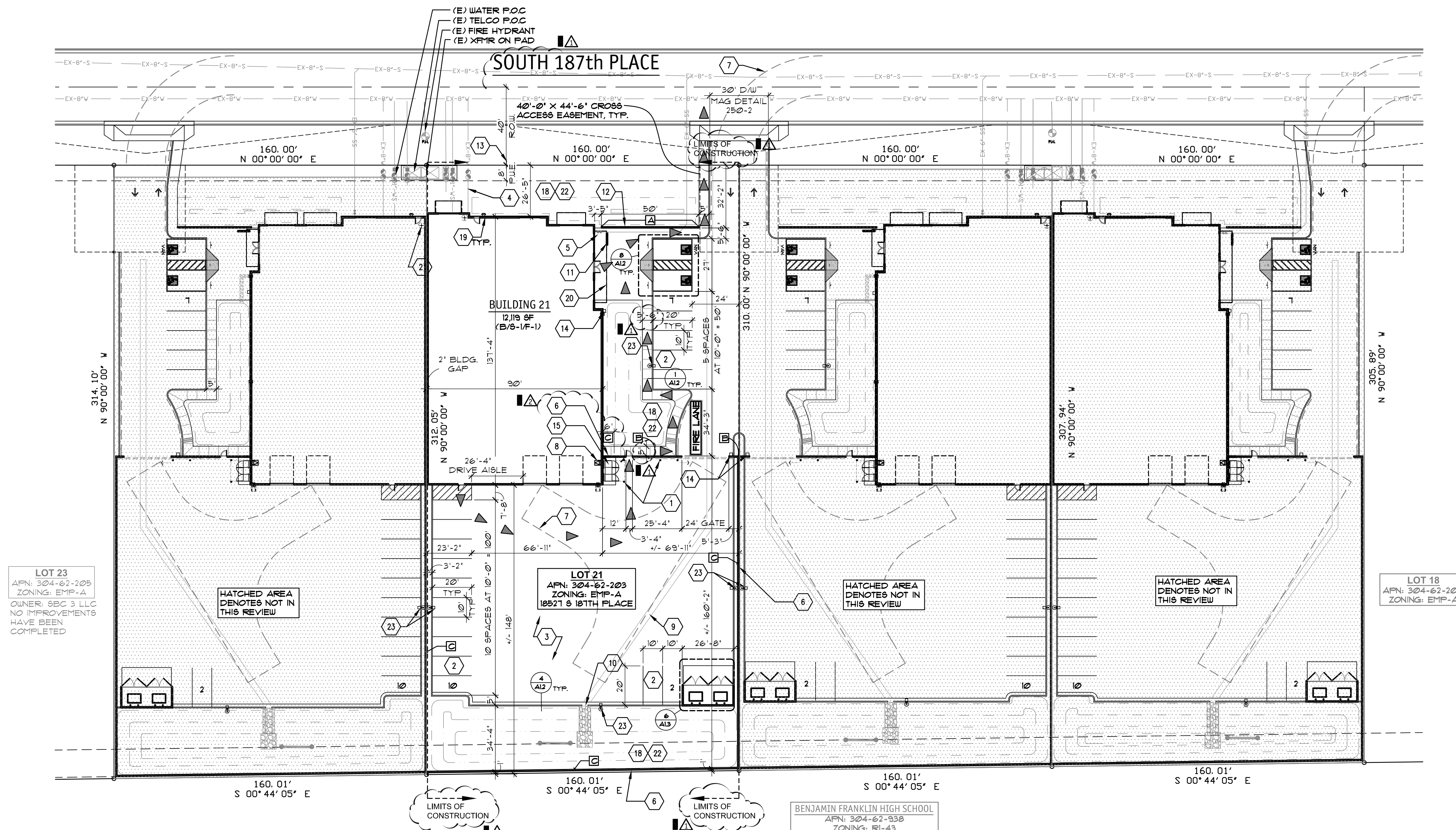
The architectural design and data presented in these documents is an instrument of service provided by Cawley Architects.

All discrepancies found in these documents or conflicts between these documents and actual field conditions shall be reported to Cawley Architects for resolution prior to commencement of the work.

Discrepancies between bid amounts and these documents shall be reported to the General Contractor prior to commencement of work.

Project - 19002

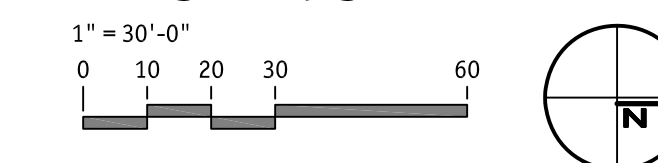
A1.1



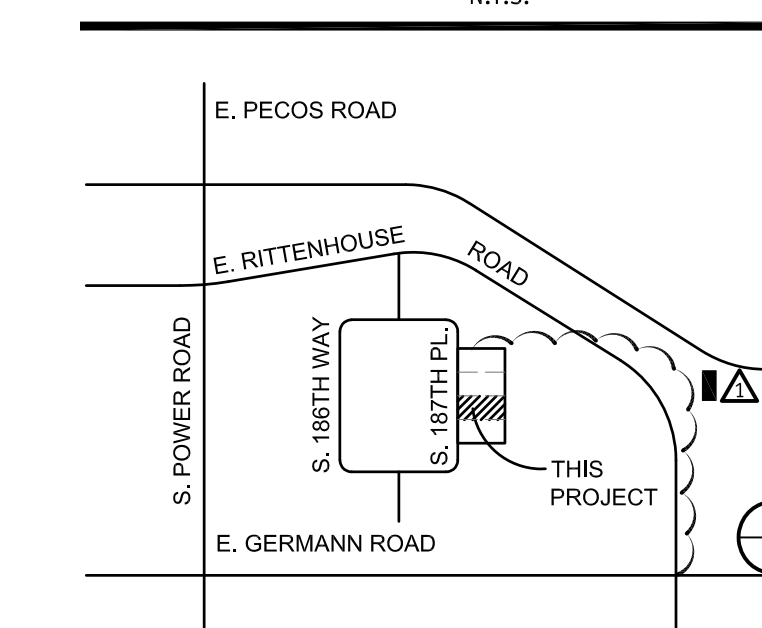
### SHEET KEYNOTES

- |                                               |                                                  |                                                                |
|-----------------------------------------------|--------------------------------------------------|----------------------------------------------------------------|
| 1 6" PIPE BOLLARD, SEE SITE DETAILS           | 8 ROOF HATCH AND LADDER BUILDING DETAILS         | 16 6'-0" HIGH CMU SCREEN WALL - SEE SITE DETAILS               |
| 2 PAVED PARKING LOT WITH PAINTED STRIPES      | 9 VALLEY GUTTER - SEE CIVIL DRAWINGS             | 17 SITE VISIBILITY TRIANGLE TYP.                               |
| 3 ASPHALT PAVEMENT, TYP. - SEE CIVIL DRAWINGS | 10 CURB OPENING AND RIP RAP - SEE CIVIL DRAWINGS | 18 LANDSCAPING TYP. - SEE LANDSCAPE DRAWINGS                   |
| 4 EXISTING WATER LINE                         | 11 BIKE RACK - SEE SITE DETAILS                  | 19 FIRE DEPARTMENT CONNECTION (F.D.C.) - SEE PLUMBING DRAWINGS |
| 5 BUILDING SEWER SERVICE - SEE CIVIL DRAWINGS | 12 PARKING SCREEN WALL - SEE SITE DETAILS        | 20 CANOPY ABOVE                                                |
| 6 8'-0" HIGH CMU WALL - SEE SITE DETAILS      | 13 UTILITY EASEMENT - SEE CIVIL DRAWINGS         | 21 FIRE RISER                                                  |
| 7 FIRE TRUCK TURNING RADIUS, TYP.             | 14 KNOX BOX                                      | 22 RETENTION BASIN, TYP. - SEE CIVIL DRAWINGS                  |
|                                               | 15 SERVICE ENTRANCE SECTION (S.E.S)              | 23 LIGHT POLE, TYP.                                            |

### MASTER SITE PLAN



### VICINITY MAP





# Desert UTV

**Queen Creek, Arizona  
Conditional Use Permit Application  
Project Narrative**

**Submitted by:**

**W. Ralph Pew & Jon Gillespie**  
Pew & lake, PLC  
1744 South Val Vista Drive, Suite 217  
Mesa, AZ 85204  
480-461-4670

**On behalf of:**

**Kyle & Lindsay Danielson**  
Desert UTV  
18527 S 187th Place  
Queen Creek, AZ 85142

**December 2, 2021**

## Introduction

Pew & Lake, PLC, on behalf of Kyle and Lindsay Danielson, owners of Desert UTV, hereby submits this project narrative and related documents in support of the following request to the Town of Queen Creek:

- Conditional Use Permit for a Vehicle Service, All Other Vehicle Service, in the EMP-A Zoning District. Specifically, the CUP will allow for mechanical servicing of Recreational Vehicles with outdoor storage of vehicles also allowed.

## Site Description

The subject parcel is 18527 S. 187<sup>th</sup> Place which is Lot 21 of the Power Marketplace Business Park located south of the Rittenhouse Road and 187<sup>th</sup> Street intersection. The parcel is approximately 1.14 acres in size and also known as Maricopa County Assessor parcel number 304-62-203.

The property is zoned EMP-A which allows the proposed use upon granting of a Conditional Use Permit, as shown in table 4.6-1 of the Queen Creek Zoning Ordinance.

A newly constructed building straddles Lot 21 and the adjacent Lot 22. The property is shown below outlined in red.



## Adjacent Zoning Districts and Existing Uses

As previously noted, the site is currently zoned EMP-A. The 2018 General Plan Land Use designation for the property is "Commercial." It is part of the Power Marketplace Business Park. The properties within the business park are used for commercial and industrial purposes.

Direction	Current Zoning	2018 General Plan Designation	Current Use
North	EMP-A	Commercial	Vacant
South	EMP-A	Commercial	Shared Building -Tenant TBD
East	R1-43	Neighborhood	Benjamin Franklin High School - Sports Fields
West	EMP-A	Commercial	Vacant
Project Site	EMP-A	Commercial	Desert UTV Building

## About Desert UTV

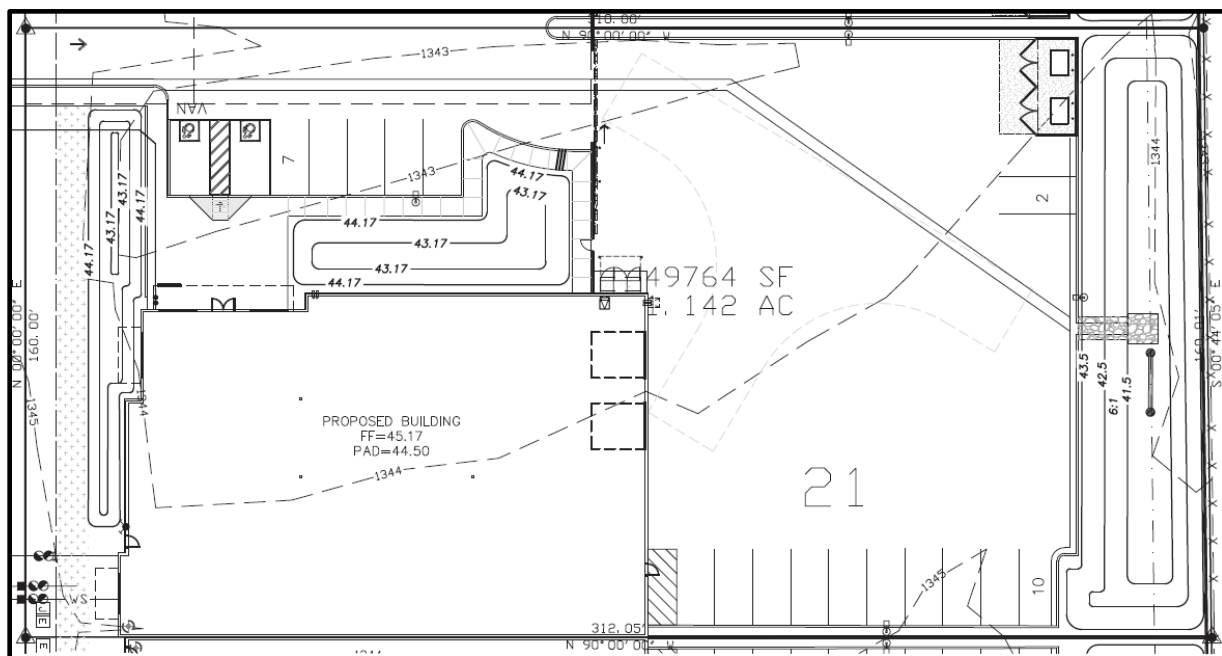
Desert UTV is a full service and repair company which primarily focuses on vehicles like Polaris Side by Sides, Polaris Rangers, CanAm X3, CanAm Commanders and other primarily off-road use vehicles. Desert UTV will be providing services at this facility under the Automotive Repair use allowed in the EMP-A zoning district. These services include engine repair and rebuilding, transmission repair, electrical system repairs, oil changes, tire changes, brake work, accessory installations, parts and accessory sales. These services and uses are fully allowed within the EMP-A zoning district and are not the subject of this CUP request.

As a secondary use requiring CUP approval, Desert UTV would like to offer service and repair to Recreational Vehicles including trailers, travel trailers, and 5<sup>th</sup> wheel trailers. Desert UTV will also need to provide short-term outdoor storage of these vehicles in the process of their repair. The services offered would include axle service and repair, appliance service and repair, accessory installations, tire changes, door and window repair and replacement, and generator service and repair. Areas of repair which Desert UTV will not offer are body/paint work and structural repair. The Recreational Vehicle repairs are for small repair work which can be completed within a few days and does not require vehicles to be held on site for weeks or months.

## Plan Description

Desert UTV will be the inaugural user of this building and parcel. The site plan provides a street facing building with customer parking located north of the building and additional parking available in the rear.

The rear area maintains nearly 13,500 square feet of area for maneuvering vehicles in and out of the two auto service bays. An 8-foot-high wall encloses the rear of the site, providing buffering to the sports fields of the high school. Six-foot walls are provided on the other boundaries of the site adjacent to Employment uses. The site plan is provided below.



Attached to this submittal is a description of the parking plan which Desert UTV will follow in its operations. The auto repair and service use provided on site is required to be parked at 1.5 spaces per 1,000 sf Gross Floor Area under Table 5.6-3 of the Queen Creek Zoning Ordinance (QCZO). The total building is 11,282 square feet which would therefore yield a parking requirement of 17 spaces. Customer parking is intended to be primarily reserved for the 7 parking spaces directly north of the building. The number of customers parked on site at any one time is typically less than seven. Employee and overflow customer parking is provided on the southern bounds of the site. A maximum of 8 employees are on site at any one time. On the eastern bounds of the site, overnight vehicle storage will be provided with two marked spaces available and additional space for up to four more overnight vehicles available. The large 13,500 square foot outdoor area in the rear of the site is expected to be more than sufficient for workers to maneuver vehicles in and out of the service bays.



## Conditional Use Permit

As defined in the Town of Queen Creek’s Zoning Ordinance, a Conditional Use is one which, because of its unique or varying characteristics, is difficult to properly classify as a permitted use in a particular zoning district. Commonly, conditional uses are considered to be those uses that require individual review to ensure that the use can be designed, located and operated in a manner that will not interfere with the use and enjoyment of surrounding properties. Through the Conditional Use Permit process, a use is evaluated to discover possible adverse impacts and to minimize them, where possible, through the imposition of specific conditions of approval.

Inherent in this definition is the underlying assumption that each of the uses may be *permitted* in the underlying zoning district, but for any number of reasons a higher level of scrutiny is required to ensure that adjoining property owners who may be potentially impacted by a proposed use can have those impacts evaluated thoroughly by an approving body after careful review of physical and operating characteristics of the proposed use.

Below are the Conditional Use Permit approval criteria outlined in Section 3.5(B) the Queen Creek Zoning Ordinance and how the proposal **meets** the criteria.

1. The proposed conditional use shall be in compliance with all regulations of the applicable zoning district, the provisions of Article 4 and Article 5 of this Ordinance, and any applicable performance standards as set forth in Article 6 of this Ordinance.  
**Response: This CUP request is being made in conformance with standards of the QCZO including the site improvement standards and allowed uses within the EMP-A zoning district. The Article 6 Supplemental Use Regulations do not apply to this CUP request.**
2. The proposed conditional use shall conform to the character of the neighborhood, within the same zoning district, in which it is located. In making such a determination, consideration shall be given to the location, type, and height of the buildings or structures and the type and extent of landscaping and screening on the site.  
**Response: The proposed CUP use (Service and repair of Recreational Vehicles with outdoor storage of vehicles) is similar to the by-right uses proposed for the site (Automotive Repair), which are allowed under the EMP-A zoning district. The primary difference is the size of vehicles. The size of vehicles can be accommodated with the large rear service area and indoor service bays.**
3. Adequate utilities, access roads, drainage, fire protection, and other necessary facilities shall be provided.

**Response: As mentioned above, the proposed RV servicing is similar to general automotive repair with the vehicle size being the primary difference. Oftentimes the servicing of larger vehicles can also necessitate large or special equipment but in this case Desert UTV will only be providing basic repair services to RV's. These repairs do not require week and monthlong storing of vehicles but instead are 1-3 day repairs and can be accomplished with equipment used in typical automotive repair.**

4. Adequate measures shall be taken to provide ingress and egress so designed as to minimize traffic hazards and to minimize traffic congestion on the public roads.

**Response: The site access for this building and the automotive repair use has been determined to be adequate. The additional RV service use will not alter the approved on-site vehicular movement and will bear no change to the use of the public road.**

5. The proposed use shall not be noxious or offensive by reason of vibration, noise, odor, dust, smoke, or gas.

**Response: Similar to the analysis above, noxious or offensive outcomes from the by-right Automotive Repair are akin to the outcomes expected with the RV Service, Storage and Repair.**

6. The proposed use shall not be injurious to the use and enjoyment of the property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair the property values within the neighborhood.

**Response: These uses are envisioned for the Power Marketplace Business Park which does is comprised solely of industrial and commercial uses. No additional impact on the school neighboring to the east is expected and the day-time, high use areas of the school are located away from the shared boundary wall. Parking an RV in the eastern parking area will be appropriate when considered in light of the 30-foot retention area which buffers the vehicles from the 8-foot-high wall. Given this distance it is not expected that the RV's will be visible at ground level views from the high school.**

7. The establishment of the proposed use shall not impede the orderly development and improvement of surrounding property for uses permitted within the zoning district.

**Response: Expanding the services allowed on this site will generate better business for Desert UTV which will in turn assist with the orderly buildout of the Power Marketplace Business Park.**

8. The establishment, maintenance, or operation of the proposed use shall not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.

***Response: The proposed use will not be detrimental. There has been no opposition to the proposed use expressed by the immediate neighbors or general public.***

9. The public interest and welfare supporting the proposed conditional use shall be sufficient to outweigh the individual interests which are adversely affected by the establishment of the proposed use.

***Response: No additional impact to neighbors is expected from the proposed RV Service and Storage use. The public interest in supporting the condition use will outweigh any contemplated adverse effects.***

## **Conclusion**

Desert UTV will be a valued service to the Town of Queen Creek and its residents. It is proposed as a well-planned and well-designed facility that will not impede the orderly development of surrounding properties and fits in with existing commercial and industrial uses of nearby properties. The proposed use will not be injurious to the neighborhood or general welfare of the Town of Queen Creek and there are adequate public services and infrastructure to serve this project. The applicant and Property Owner look forward to receiving input from Town of Queen Creek staff to help bring this business to complete fruition.



Mallory Ress <mallory.ress@queencreekaz.gov>

---

## Conditional Use Permit for Desert UTV service center

---

**Kyle Robinson** <krtrw@yahoo.com>

Sat, Jan 15, 2022 at 12:55 PM

To: "jon.gillespie@pewandlake.com" <jon.gillespie@pewandlake.com>, "mallory.ress@queencreek.org" <mallory.ress@queencreek.org>

Cc: Kyle and Liz Robinson <krandrproperties@gmail.com>, Liz Work <liz@tedsshootingrange.com>

Dear Jon and Mallory,

We fully support issuing a conditional use permit and opening the UTV service center as identified in the Notice of Neighborhood Meeting dated 1/10/2022. We would ask that the business not park vehicles in the street overnight. Elizabeth and I own the Ted's Shooting Range/Dive Arizona property in the same development. We are looking forward to having the business park fully developed. Please feel free to contact us if we can be of further assistance.

Regards,

Kyle Robinson and Elizabeth Robinson  
KR & ER Recreation, LLC  
480-688-9915



TOWN OF  
**QUEEN CREEK**  
ARIZONA

12.A

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

**THROUGH:**

**FROM: JOHN KROSS ICMA-CM, TOWN MANAGER, SCOTT HOLCOMB, TOWN ATTORNEY**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF A MOTION TO APPROVE OR DENY APPROVAL OF THE USE OF MORTGAGE CREDIT CERTIFICATES ISSUED BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF PIMA WITH RESPECT TO MORTGAGE LOANS ON SINGLE FAMILY RESIDENCES WITHIN THE TOWN OF QUEEN CREEK PURSUANT TO THE NOTICE OF INTENT RECEIVED MARCH 1, 2022.**

**DATE: March 16, 2022**

---

**Suggested Action:**

Staff makes no recommendation. On March 1, 2022, the Town received a Notice of Intent to Issue Single Family Mortgage Credit Certificates (“Notice of Intent”) from the Industrial Development Authority of the County of Pima (“Authority”). The Town Council can either approve or deny the use of mortgage credit certificates (“MCCs”) by the Authority with respect to mortgage loans on single family residences within the Town meeting the statutory income requirements. This action is being brought before the Council for discussion and possible action because if the Council decides to deny the issuance of the certificates in the Town, the Council needs to take formal action and provide notice thereof within 21 days of receipt of the Notice of Intent.

**Relevant Council Goal(s):**

Effective Government

**Discussion:**

The Town received notice from the Authority regarding its intent to issue what is known as a Mortgage Credit Certificate or “MCC” within the Town’s jurisdiction. The Authority requested the Town provide notice of whether the Town will “deny approval of the use of the MCC program in [the Town’s] jurisdiction.”

**Background**

The Authority intends to issue MCCs to qualifying residents in Pima County and other participating cities, towns, and counties throughout Arizona. MCCs are federal tax credits that are issued to first-time and lower-income homebuyers. They are not loan products. More specifically, MCCs are certificates issued by housing financing agencies “that increase the federal tax benefits of owning a home.” Issuing MCCs is designed to help lower-income families and first-time homebuyers afford homeownership by allowing homebuyers to “claim a dollar-for-dollar tax credit for a portion of

mortgage interest paid per year.”

Homeowners who are approved for an MCC receive a tax credit equal to the product of their mortgage, the mortgage interest rate, and the MCC percentage, which is a value determined by the entity awarding the MCC. The tax credit cannot exceed \$2,000.

In Arizona, industrial development authorities have the power to, instead of issuing an amount of qualified mortgage revenue bonds, issue MCCs. A.R.S. § 35-706(A)(13). If an industrial development authority wishes to issue an MCC in an incorporated city or town, the authority must first receive approval from the incorporated city or town’s governing body regarding the general location and character of the residences to be financed. A.R.S. § 35-706(F). The city or town “shall be deemed to have given its approval unless it has denied approval by formal action of the governing body within twenty-one days after receiving the written notice from the [Authority]”. Id. Approvals given, or deemed to have been given, may not be withdrawn but denials may be withdrawn if the MCC issuing authority approves the withdrawal of the denial. Id.

Although the Authority is in Pima County, it has the ability to issue MCCS throughout the state. The Authority has historically issued MCCS to qualifying residents in Pima County and other participating cities, towns, and counties throughout Arizona, in much the same way it intends to do so now. The Authority distinguishes between target areas -- economically distressed areas of the community where home ownership is highly encouraged in order to approve neighborhood conditions -- and non-target areas, as determined by the Community Investment Corporation. The Authority has a history of issuing MCCs to both targeted and non-targeted areas in Coconino, Maricopa, and Pinal counties, as well as Pima County and the rest of Arizona. <https://pimaida.org/programs-and-impact/mortgage-credit-certificate-program/>.

There are several other Industrial Development Authorities (“IDAs”) in Arizona:

- [Maricopa County IDA](#);
- [Phoenix IDA](#);
- [Arizona IDA](#);
- [IDA of the City of Tempe](#);
- [IDA of the City of Scottsdale](#);
- [IDA of the County of Yavapai](#);
- [Chandler IDA](#);

A list of IDAs can be found at the following link prepared by the Arizona Commerce Authority: <https://d35uq38u77mscr.cloudfront.net/media/1216346/IDA-directory.pdf>.

*Analysis:*

Practically there would be little to no impact on the Town itself if it approved the MCC program in the Town’s jurisdiction. By permitting the Authority to issue MCCs in the Town, first-time homebuyers would have the opportunity to increase their chances of purchasing homes. There are no actions that the Town would need to take to facilitate effectuating the program in the Town’s jurisdiction. MCCs are issued “directly to qualifying homebuyers who are then entitled to take a nonrefundable federal tax credit.” Therefore, borrowers would need to apply for the MCC with the Authority and, once they receive the MCC, the qualifying borrowers would indicate the MCC on their federal taxes.

With regards to the legal impacts of approving the MCC program, if the Town agrees to permit the MCCs in its jurisdiction, that approval is binding and may not be withdrawn pursuant to A.R.S. § 35-709(F). The exact parameters of this provision of Arizona law are unclear. For example, it is unclear if this means that an approval lasts indefinitely or if a Town can rescind its approval at some point in the future. There is no case law on this matter, nor is there any relevant secondary source material to assist in interpreting this provision.

**Fiscal Impact:**

None.

**Alternatives:**

There are three options the Town can take at this time:

1. Approve the issuance of MCCs in the Town's jurisdiction—which would entail adopting a Motion approving the issuance, and directing delivery notice of such approval;
2. Deny the issuance of MCCs from the Authority in the Town's Jurisdiction—which would entail adopting a Motion denying the issuance, and directing delivery of such denial; and
3. Remain silent on the issue – which would be treated as an approval under Arizona law.

**Attachment(s):**

1. [Notice of Intent to Issue Mortgage Credit Certificates](#)

## NOTICE

TO THE GOVERNING BODIES OF CITIES, TOWNS, COUNTIES AND COUNTY INDUSTRIAL DEVELOPMENT AUTHORITIES REGARDING THE INTENTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF PIMA TO ISSUE SINGLE FAMILY MORTGAGE CREDIT CERTIFICATES.

The Industrial Development Authority of the County of Pima (the "*Authority*") hereby gives notice, as required by the provisions of Title 35, Chapter 5, Arizona Revised Statutes, as amended (the "*State Law*"), of its intention to issue one or more series of The Industrial Development Authority of the County of Pima Single Family Mortgage Credit Certificates (the "*Mortgage Credit Certificates*"). The proceeds of the Mortgage Credit Certificates will be used in one or more of the Authority's current or future Qualified Mortgage Credit Certificate Programs, including without limitation, the Authority's Qualified Mortgage Credit Certificate Program of 2022 (collectively, the "*MCC Program*"). The MCC Program will provide financial assistance to persons meeting certain restrictions imposed by the Internal Revenue Code of 1986, as amended ("*Federal Tax Law*") and the State Law with respect to mortgage loans to finance the acquisition or improvement of owner-occupied single family dwelling units.

The general location of the residences will be throughout Pima County (the "*County*") and all counties in the State of Arizona (the "*State*"), but not within any county, city or town which exercises its statutory right to prohibit the use of the MCC Program with respect to mortgage loans on residences within its boundaries. The precise locations of the residences will be determined by the qualified home buyers who apply for, and receive approval of, assistance in financing of their home mortgages in the MCC Program.

The general character of the residences will be real property and improvements thereon which are detached or attached structures intended for single family residential housing (including manufactured housing and units of condominiums and planned unit developments, but excluding mobile homes) and which are to be occupied as the primary residence of the mortgagor, title to which is held by the mortgagor, and which are not intended to be used in whole or in part in a trade or business or for investment. The maximum purchase price of any residence to be financed will be the maximum established by the Authority from time to time within the limits imposed by Federal Tax Law. The maximum purchase price permitted by Federal Tax Law is 90% (110% in Targeted Areas, as defined in Federal Tax Law) of the average area purchase price (as defined in Federal Tax Law) for the type of residence being financed.

Mortgagors must have annual gross income not exceeding the maximum income established by the Authority from time to time within the limits imposed by Federal Tax Law and the State Law. The maximum income of the mortgagor permitted under Federal Tax Law is 115% (100% for families of fewer than three individuals) of the greater of the applicable area or statewide median gross income, except that in Targeted Areas the maximum income is 140% (120% for families of fewer than three individuals) of the greater of the applicable area or statewide median gross income. The maximum income permitted under the State Law is 150% of the State median income (250% of the State median income in areas of slum or blight as defined in the State Law). Federal Tax Law requires that the mortgagors must not have had an ownership interest in a principal residence at any time during the three-year period preceding the date on which the



mortgage loan is obtained, except that this requirement does not apply to mortgage loans to finance residences located in Targeted Areas.

Pursuant to Arizona Revised Statutes §35-706, the governing body of a county, and of its industrial development authority, if any, and the governing body of each incorporated city or town shall be deemed to have given its approval of the use of the Mortgage Credit Certificates with respect to mortgage loans on residences within their jurisdiction unless the governing body of the county, city or town or the board of directors of the county industrial development authority, if any, has denied approval by formal action within 21 days after receipt of this written notice. By law, approvals which are given, or which are deemed by law to have been given, may not be withdrawn. A denial of the approval may be withdrawn by such governing body and approval may be given thereafter if the corporation issuing the Mortgage Credit Certificates approves the withdrawal of the denial.

PLEASE NOTIFY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF PIMA BY TELEPHONE OR FAX TO MICHAEL A. SLANIA AT SLANIA LAW, PLLC, GENERAL COUNSEL TO THE AUTHORITY (telephone (520) 600-2082; fax (520) 314-3663) OF ANY FORMAL ACTION TAKEN TO DENY APPROVAL OF THE USE OF THE MCC PROGRAM IN YOUR JURISDICTION ON OR BEFORE 21 DAYS AFTER THE RECEIPT OF THIS NOTICE.

Dated: February 24, 2022

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF  
THE COUNTY OF PIMA

/s/

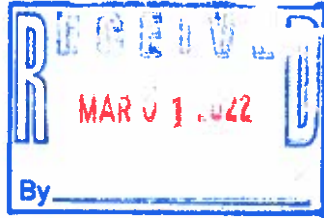
Kenneth M. Silverman, President

SLANIA LAW, PLLC  
2980 N. Swan Road #222  
Tucson, Arizona 85712

**CERTIFIED MAIL®**



7021 0950 0002 2443 1022



Honorable Gail Barney, Mayor  
TOWN OF QUEEN CREEK  
22358 S. Ellsworth Road  
Queen Creek, Arizona 85142

U.S. POSTAGE PAID  
FCM LETTER  
TUCSON, AZ  
85716  
FEB 25, 22  
AMOUNT  
**\$7.38**  
R2304M113064-10



85142-831158  
851423311 7037

