



PLEASE SILENCE ALL ELECTRONIC COMMUNICATION DEVICES. THANK YOU.

NOTICE OF POSSIBLE QUORUM OF THE CITY OF BUCKEYE PLANNING AND ZONING COMMISSION OR OTHER COUNCIL APPOINTED BOARD: PLEASE NOTE THAT THERE MAY BE A QUORUM PRESENT BUT THERE WILL BE NO VOTING TAKING PLACE BY THE CITY PLANNING AND ZONING COMMISSION OR OTHER COUNCIL APPOINTED BOARD AT THIS MEETING.

**CITY OF BUCKEYE
REGULAR COUNCIL MEETING
JUNE 15, 2021
AGENDA**

**City Council Chambers
530 E. Monroe Ave.
Buckeye, AZ 85326
6:00 PM**

Accessibility for all persons with disabilities will be provided upon request. Please telephone your accommodation request (623) 349-6911, 72 hours in advance if you need a sign language interpreter or alternate materials for a visual or hearing impairment.

Voting Members will either attend in person or by telephone conference call or video presentation. Items listed may be considered in any order

IMPORTANT NOTICE REGARDING PUBLIC PARTICIPATION

This meeting will be open to the public; masks will be required when social distancing is not possible unless you have received the COVID-19 vaccine. If you would like to make a public comment, either in person or remotely, please review the information on the City's website and complete and submit the comment form found here: <https://www.buckeyeaz.gov/government/city-clerk/meeting-agendas-minutes/meetings-agendas-minutes>

- 1. Call to Order/Invocation/Pledge of Allegiance/Roll Call**
- 2. Comments from the Public- Members of the audience may comment on any item of interest.**

Council Action: Open Meeting Law does not permit Council discussion of items not specifically on the agenda
- 3. Awards/Presentations/Proclamations**
 - 3.A** The Buckeye Main Street Coalition, Inc. will present an annual update that includes Fiscal Year 2020-2021 accomplishments as required by the Memorandum of Understanding (MOU) between the City of Buckeye and the Buckeye Main Street Coalition, Inc.
 - 3.B** Buckeye Youth Councilmember, Nathan Balos, to present his senior project to Mayor & Council.

- 3.C Mayor Orsborn to recognize the retirement of Terri Hogan, Deputy Director of Planning, Development Services.

4. **Minutes**

- 4.A Council to take action on approval of the May 18, 2021 Council Workshop Minutes, May 18, 2021 Regular Council Meeting Minutes, and May 24, 2021 Council Retreat Minutes.

5. **Expenditures**

- 5.A Council to take action on the request to ratify the payment of the accounts payable expenditures made. Copies of invoices are available at City Hall.

Summary: Council to take action on the request to ratify the accounts payable expenditures made. Copies of invoices are available at City Hall.

Staff Liaison: William Kauppi, Chief Financial Officer, (623) 349-6161, wkauppi@buckeyeaz.gov

6. **CONSENT AGENDA ITEMS / NEW BUSINESS**

Approval of items on the Consent Agenda -All items with an () are considered to be routine matters and will be enacted by one motion and vote of the City Council. There will be no separate discussion of these items unless a Council member requests, in which event the item will be removed from the consent agenda and considered in its normal sequence*

- *6.A Council to take action on the Agreement between the Greater Phoenix Economic Council and the City of Buckeye for Fiscal Year 2021-2022.

Summary: The Greater Phoenix Economic Council (GPEC), supported by Maricopa County, 23 cities and towns, and more than 170 private-sector businesses, is a public-private partnership that leverages resources to attract business to Greater Phoenix. Currently, approximately 50 percent of Buckeye's economic development prospect leads come from GPEC. The contract with GPEC for economic development services is based on the City's population; the City's membership costs with GPEC for Fiscal Year 2021-2022 will not exceed \$42,839.

Staff Liaison: David Roderique, Economic Development Director, droderique@buckeyeaz.gov, (623) 349-6971

- *6.B Council to take action on the First Amendment to Care1st Health Plan Arizona, Inc. Ancillary Services Agreement between the City of Buckeye, an Arizona municipal corporation, through its Fire - Medical - Rescue Department, and Care1st Health Plan Arizona, Inc., an Arizona corporation.

Summary: Council previously approved the agreement between Care1st Health Plan Arizona, Inc. and the City of Buckeye Fire-Medical-Rescue Department on April 6, 2021, for the purpose of offering the Department's Treat and Refer Program and Community Paramedicine Program to members of the Care1st Health Plan Network. The Ancillary Compensation and Covered Services document listed \$203.80 as the billable rate to AHCCCS providers. The department requests an amendment to the document to reflect Treat and Refer services will be billed at 100

percent of the billable rate (currently, \$203.80). This change will allow the department to continue billing AHCCCS providers without interruption in the event the billable rate decreases or increases. There are no other amendments to this Agreement.

Staff Liaison: Bill Stockley, Interim Fire Chief, (623) 349-6719, bstockley@buckeyeaz.gov

- *6.C** Council to take action on the Contract for Services (#2022-11-BKY) between the City of Buckeye and Area Agency on Aging Region One, Incorporated, for Fiscal Year 2021-2022, related to congregate and home delivered meal programs, transportation, and multi-purpose operations for the City of Buckeye Senior Program; authorizing the City Manager to approve, execute and deliver said Contract, and any and all documents in connection with said Contract, including any amendments thereto, on behalf of the City of Buckeye.

Summary: The City of Buckeye Senior Program has been awarded funding from Area Agency on Aging, Region One, in the amount of \$254,781 to be used to provide congregate and home delivered meals, transportation services for seniors, disabled individuals, and multipurpose center operations.

Staff Liaison: Philip Yabes, Senior Center Manager, pyabes@buckeyeaz.gov (623) 349-6604

- *6.D** Council to take action on the Fiscal Year 2021-2022 Renewal Term for Memorandum of Understanding (MOU) between the City of Buckeye and Buckeye Main Street Coalition, Inc.,; and authorizing the Mayor to execute and deliver said Renewal on behalf of the City.

Summary: This MOU is for the second renewal term from July 1, 2021 to June 30, 2022 for Main Street Coalition. The City of Buckeye will pay Main Street Coalition \$69,000 for the scope of services outlined in the MOU. The services the Buckeye Main Street Coalition will perform as part of the MOU will make downtown Buckeye a welcoming place for visitors. The events that occur in downtown Buckeye, as well as the banners and holiday lights, make downtown more festive, vibrant and enhance community life.

Staff Liaison: Miranda Gomez, Community Services Director, mgomez@buckeyeaz.gov, 623-349-6353

- *6.E** Council to take action on Resolution No. 43-21 designating Benbow Park as the City's Veterans Memorial Park and Redesignating Veterans Memorial Park, formally known as Coronado Park, to general City right-of-way.

Summary: The property known as Coronado Park was initially dedicated to the City of Buckeye on March 18, 1931 as right-of-way property by Southern Pacific Company in connection with a road or highway crossing tracks at grade. Coronado Park was subsequently designated as a City park and named Coronado Park. In February of 1999, Resolution No. 2-99 Coronado Park was renamed to Veterans Memorial Park. The City maintains a Veterans Memorial Wall at Benbow Park and desires to designate Benbow Park as the City's Veterans Memorial Park and return Coronado Park to general City right-of-way use.

Staff Liaison: Miranda Gomez, Community Services Director, mgomez@buckeyeaz.gov, (623) 349-6353

- *6.F** Council to take action on Resolution No. 42-21 authorizing the submission of a Grant

Application to the Arizona Sports and Tourism Authority's Youth and Amateur Sports Biennial Grant Program relating to the construction of multi-use fields in Sundance Park Phase II; approving and accepting any resulting grant; and authorizing the City Manager or Community Services Department Director to approve, execute, and deliver the resulting Grant Agreement and any Amendments thereto, and all other documents in connection with said Grant, on behalf of the City of Buckeye.

Summary: The Arizona Sports & Tourism Authority's Youth and Amateur Sports Biennial grant, if awarded, will augment the City funds to construct two northern multi-use fields in Sundance Park Phase II. The City of Buckeye is seeking a grant of \$250,000 matched with \$850,000 in City funds for a total project cost of \$1,100,000. The \$1,100,000 is included in and part of the FY21/22 CIP budget of \$17,696,585. If awarded, the Arizona Sports and Tourism grant will lower the City's General Fund contribution by \$250,000. Constructing the park is consistent with Council-approved plans including the Parks and Recreation Master Plan (2016) and the Buckeye 2040 General Plan (2018).

Staff Liaison: Robert Wisener, Administration & Project Manager, rwisener@buckeyeaz.gov, 623-349-6621

***6.G Council to take action on a minor subdivision for Jackrabbit Crossing, generally located southwest of the intersection of Indian School Road and Jackrabbit Trail.**

Summary: The applicant has requested approval of a minor subdivision of Jackrabbit Crossing. The minor subdivision is approximately 16 acres comprising five (5) commercial lots, with a total of 0.9 acres being dedicated as right-of-way along Indian School Road. Approval of the minor subdivision will allow development of the associated commercial site plan to support this growing area in the City of Buckeye. Requested by Kurt Jones, Tiffany & Bosco, on behalf of Circle Road Capital.

Staff Liaison: Robert Busick, Planner I, rbusick@buckeyeaz.gov, (623) 349-6242

***6.H Council to take action on the Roadway Easement from Flood Control District of Maricopa County (FCDMC), a political subdivision of the State of Arizona, as Grantor, granting to the City of Buckeye, an Arizona municipal corporation, as Grantee, a non-exclusive Roadway Easement in connection with FCDMC White Tanks 4 Inlet Project and FCDMC Permit No. 2019P245; and authorizing the Mayor or City Manager to execute and deliver said Roadway Easement on behalf of the City.**

Summary: The City of Buckeye is acquiring a 38.5-foot wide strip of land on Indian School and Jackrabbit Trail for CIP project # 102830. This supports the Jackrabbit Trail and Indian School Intersection Improvements for the City of Buckeye and its residents. The purpose of the roadway easement is to allow the City of Buckeye, as Grantee, unrestricted access to the easement property for the operation and maintenance of the Indian School Road Improvements.

Staff Liaison: Paul Lopez, Deputy City Engineer, plopez@buckeyeaz.gov, 623-349-6204

***6.I Council to take action on Resolution No. 44-21 approving the Intergovernmental Agreement between the City of Buckeye and the Buckeye Elementary School District, relating to assignment and funding of school resource officers; and authorizing the Mayor, City Manager and Police Chief to execute and deliver said Agreement and related documents on behalf of the City.**

Summary: The District has funding available through the Arizona Department of Education School Safety Program Grant to provide funding for certified police officers capable of performing SRO Service for the District. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as a School Resource Officer (each, an “SRO”) to assist in the development and implementation of the School Safety Program in the District. The District agrees to pay the City \$223,332.26 in consideration for the services provided by the City under this Agreement. This amount is \$111,666.13 for each of the two assigned police officers to the District.

Staff Liaison: Larry Hall, Police Chief, lhall@buckeyeaz.gov, (623) 349-6438

- *6.J** Council to take action on Resolution No. 46-21 approving the Transit Services Amendment to the Transit Service Agreement Contract #109-75-3031 between the City of Buckeye and Regional Public Transit Authority relating to changes in bus service and maintenance for Valley Metro Route 685; and authorizing the Mayor and City Manager to execute and deliver said Amendment and related documents on behalf of the City.

Summary: This Intergovernmental Agreement is an amendment to a Master Agreement for continued bus route services in partnership with Valley Metro. This agreement covers year two of a seven year agreement.

Staff Liaison: Scott Lowe, Public Works Director, SLowe@buckeyeaz.gov, (623) 349-6815

- *6.K** Council to take action on the Memorandum of Understanding (MOU) between the City Manager of the City of Buckeye and the United Buckeye Firefighters Association for the period July 1, 2021 through June 30, 2022; authorizing the City Manager or Assistant City Manager to execute and deliver said MOU on behalf of the City.

Summary: Approval of this MOU will continue to foster a harmonious and cooperative relationship and establishes an orderly process by which certain regular, non-probationary employees of the City and their designated representatives can meet and confer with the City Manager, or the City Manager's designated representative, relating to their wages, hours and working conditions.

Staff Liaison: Nancy Love, Human Resources Director, nlove@buckeyeaz.gov, (623) 349-6255

- *6.L** Council to take action on the removal of Natalie Abeyta and Kristin Greene Luce as Regular Members of the Community Services Advisory Board.

Summary: The City encourages community involvement in our programs through our boards and commissions. Members are removed when they are no longer eligible to serve or they become inactive. Mrs. Abeyta and Mrs. Greene Luce have submitted resignation notices due to their inability to continue serving.

Staff Liaison: Summer Stewart, Deputy City Clerk, sstewart@buckeyeaz.gov, (623) 349-6914

7. Public Hearings / Non-Consent - New Business

- 7.A** Council to hold a public hearing and take action on the request for a new Series 12 Restaurant Liquor License (Application No. 148451) for Cracker Barrel #615, located at 606 South Watson Road in Buckeye.

Summary: Cracker Barrel #615 is requesting approval for a new Series 12 Restaurant Liquor License for their existing location. The application was legally posted on May 18, 2021.
Staff Liaison: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911

- 7.B** Council to hold a public hearing and take action on Ordinance No. 13-21 amending the Zoning Map of the City of Buckeye on approximately 22.8 acres, located generally at the northeast corner of Miller Road and Lower Buckeye Road, from Mixed Residential District (MR), to Single-Family 3 (SF-3), with a Planned Area Development (PAD), for a property known as Homes at Susan's Ranch.

Summary: Rapid Wags Properties LCC, requests rezoning the following assessor parcel(s) 504-63-137A, 504-63-543 and APN 504-63-547A, from Mixed Residential District (MR), to Single-Family 3 (SF-3), with a Planned Area Development (PAD) to support a cluster single-family housing product, with a density of 6.3 du/ac. The property is 22.8 acres approximately located on the northeast corner of Miller Road and Lower Buckeye Road.

Staff Liaison: Andrea Marquez, Planner II, amarquez@buckeyeaz.gov (623) 349-6200

- 7.C** Council to take action on Resolution No. 37-21 approving and adopting a Tentative Budget for Fiscal Year 2021-2022.

Summary: It is a State requirement that the City annually approve and adopt the Tentative Budget, to include estimates of revenues and expenditures. The Tentative Budget sets forth the financial resources plan for Buckeye Fiscal Year (FY) 2021-2022 service delivery programs and the Capital Improvement Plan (CIP). After approval, the Tentative Budget and State budget forms will be available for public review and inspection. The Tentative Budget estimate for Fiscal Year 2021/2022 is \$392,657,440.

Staff Liaison: William Kauppi, Chief Financial Officer, (623) 349-6161,
wkauppi@buckeyeaz.gov

- 7.D** Council to take action on Resolution No. 38-21 approving the Tentative Budgets for the following Street Lighting Improvement Districts for the Fiscal Year 2021-2022, beginning July 1, 2021 and ending June 30, 2022; Street Lighting Improvement District SLID No. 1, comprised of Sun City Festival Parcels A1 and B1; 2006-SLID-001, comprised of Vista De Montana Phases 1A, 1B, 2, and 3; 2006-SLID-002, comprised of Sundance Parcels 48, 49A; 2006-SLID-003, comprised of Blue Horizons; 2006-SLID-07, comprised of Festival Foothills Phase 1 and Units 25, 27, 29 and 31; 2006-SLID-08, comprised of Festival Foothills Phase 2; 2006-SLID-009, comprised of Crystal Vista; 2006-SLID-011, comprised of Sun City 4128259.3 2 Festival Parcels C1 through H1, V1, S1 and Q1; 2006-SLID-15, comprised of Riata West Unit 2; 2006-SLID-016, comprised of Sonoran Vista Units 1 and 2; 2006-SLID-17, comprised of Riata West Unit 1; 2006-SLID-19, comprised of Sun City Festival Parcels K1, O1, M1, R1, A2, M2, U1, 4, 5 and 6, and A1, Phase 3; 2007-SLID-001, comprised of Sundance Parcel 27; 2007-SLID-002, comprised of Sundance Parcel 25; 2007-SLID-003, comprised of Sundance Parcel 26; 2007-SLID-010, comprised of Watson Estates; 2007-SLID-013, comprised of Sun City Festival Parcels I1 and P1; 2007-SLID-021, comprised of Sun City Festival Parcel J1; 2009-SLID-02A, comprised of Watson Marketplace; 2011-SLID-001, comprised of Sundance/Yuma Commercial;

2012-SLID-02, comprised of Sienna Hills; 2013-SLID-001, comprised of Arroyo Seco North, Village 1 and Arroyo Seco South, Village 3; 2013-SLID-002, comprised of Sun City Festival Parcels L1, L1-2, HH1-1, HH1-2, HH1-3, HH1-4, HH1-5, JJ and N-1; 2015-SLID-001, comprised of Estrella Vista at Buckeye; 2017-SLID-003, comprised of Parkplace at Buckeye and Terravista Phase 1, Encantada Estates; 2018-SLID-001, comprised of Canyon Views; 2019-SLID-002 comprised of Westpark Phase II; and 2020-SLID-001, comprised of Buckeye Parkway Center; setting a hearing date for the budgets and establishing the annual assessment.

Summary: Street Lighting Improvement Districts (SLIDs) are established with the approval of the City Council. The Council serves as the Governing Board of the SLID and the City administers the operations of the SLID which is for the purpose of paying for energy costs associated with street lights within a SLID. By Arizona law, SLIDs cannot incur debt. The assessment is imposed on each property within the District and is collected through the Maricopa County property tax system. The projected amount for revenues and expenditures is \$361,672.69.

Staff Liaison: Scott Lowe, PE CEM, Public Works Director, slowe@buckeyeaz.gov, (623) 349-6815

- 7.E** Council to take action on the renewal of a Memorandum of Understanding between the City of Buckeye and the Buckeye Valley Chamber of Commerce relating to economic development services and the renewal of lease terms; and authorizing the City Manager to execute and deliver said renewal letter.

Summary: The City Council is asked to approve a Memorandum of Understanding (MOU) between the City and the Buckeye Valley Chamber of Commerce for Fiscal Year 2021-2022.

The City will benefit from the various economic development services it will receive through the MOU, including, but not limited to, providing business retention services, business advocacy services and planning and coordinating the Buckeye Leadership Academy. The Buckeye community will receive benefit from the economic development services under the MOU as well, allowing the City to provide a greater quality of life for its residents and helping leverage the City's resources and economic and business development activities for the budgeted amount not to exceed \$60,000 for Fiscal Year 2021-2022.

Staff Liaison: David Roderique, Economic Development Director, droderique@buckeyeaz.gov, 623.349.6971

- 7.F** Council to take action on the Memorandum of Understanding between the City of Buckeye and the Buckeye Valley Chamber of Commerce relating to the Shop Buckeye Program to mitigate the impacts the ADOT Project will have on businesses within the City; and authorizing the City Manager to execute and deliver said Shop Buckeye MOU.

Summary: ADOT is about to embark on a major improvement program for I-10 between Verrado Way and SR85, which will include widening the freeway and completely rebuilding the Watson and Miller interchanges. While this work is long overdue and the community will benefit long term from the improvements, during the construction period there will be direct impacts to the community in terms of ramp closures, reduced traffic capacity, and traffic restrictions, which are likely to cause hardships on the local business community.

Staff Liaison: David Roderique, Economic Development Director, droderique@buckeyeaz.gov, (623) 349-6971

7.G Council to take action on funding of four recommended Economic Development Catalyst Program requests in the amount of \$42,500, plus certain City fees eligible for reimbursement.

Summary: The Economic Development Catalyst Program is intended to promote the rehabilitation of existing commercial, industrial, or mixed-use properties by offering up to \$50,000 of City funding (per project) toward improvement costs. Not all commercial, industrial, or mixed use properties within the City are eligible for this program; only those that serve a public purpose which is the foundation of the adopting Ordinance authorizing this program. Fees may be included but only those fees that are associated with a project that serves a public purpose. These properties must already have applicable zoning or be rezoned before being eligible. After applications were received and reviewed, four applications have been recommended for approval, in a total amount of \$42,500, plus certain City fees eligible for reimbursement, such as fees for permitting and lot combinations.

Staff Liaison: Tennille Hiller, Economic Development Coordinator, thiller@buckeyeaz.gov, (623) 349-6973

8. City Manager's Report and Summary of Current Events

9. Comments from the Mayor and Council

Mayor and Council may present a brief summary on current events and/or report on any of the Boards and Commissions and other organizations as necessary.

Vice Mayor Youngker:

Public Safety Retirement Board (Police)

Airport Advisory Board

Main Street Board

Councilmember HagEstad:

Councilmember Goodman:

Valley Metro RPTA Board

WESTMARC

Councilmember Guy:

Buckeye Youth Council

Community Development Advisory Committee (CDAC Regular Member)

Councilmember Heustis:

Library Advisory Board

Planning and Zoning Commission Public Safety Retirement Board (Fire)

Buckeye Pollution Control Corporation (BPCC)

Chamber of Commerce Council Liaison

Councilmember Hess:

Community Development Advisory Committee (CDAC Alternate Member)

Community Services Advisory Board

MAG Human Services Coordinating Committee (MAG HSCC Chair)

Southwest Lending Closet Board

Mayor Orsborn:

MAG Regional Council - Member

MAG Economic Development Committee - Member

MAG Transportation Policy Committee - Member

Great Phoenix Economic Council (GPEC)

The Council may not propose, discuss, deliberate, or take any legal action on information presented. Council may direct inquiries to staff.

10. Council will make a motion to adjourn the meeting

**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 06/15/21	AGENDA ITEM: 4.A. MINUTES
DATE PREPARED: 06/15/21	DISTRICT NO.:
STAFF LIAISON:	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Minutes

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on approval of the May 18, 2021 Council Workshop Minutes, May 18, 2021 Regular Council Meeting Minutes, and May 24, 2021 Council Retreat Minutes.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

Council to take action on approval of the May 18, 2021 Council Workshop Minutes, May 18, 2021 Regular Council Meeting Minutes, and May 24, 2021 Council Retreat Minutes.

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 06/15/21	AGENDA ITEM: 5.A. City Expenditures
DATE PREPARED: 06/15/21	DISTRICT NO.: All
STAFF LIAISON: William Kauppi, Chief Financial Officer, (623) 349-6161, wkauppi@buckeyeaz.gov	
DEPARTMENT: Financial Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the request to ratify the payment of the accounts payable expenditures made. Copies of invoices are available at City Hall.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

SUMMARY

PROJECT DESCRIPTION:

Council to take action on the request to ratify the accounts payable expenditures made. Copies of invoices are available at City Hall.

BUDGETED:

Yes

FISCAL YEAR:

FY2020-2021

FUND/DEPARTMENT:

Various

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 06/15/21	AGENDA ITEM: 6.A. GPEC Annual Contract
DATE PREPARED: 06/15/21	DISTRICT NO.: All
STAFF LIAISON: David Roderique, Economic Development Director, droderique@buckeyeaz.gov, (623) 349-6971	
DEPARTMENT: Economic Development	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on the Agreement between the Greater Phoenix Economic Council and the City of Buckeye for Fiscal Year 2021-2022.

RELEVANT GOALS:

GOAL 2: Enhanced Economic Well-Being and Vitality

SUMMARY

PROJECT DESCRIPTION:

Over the past few years the City of Buckeye (City) Economic Development staff (Staff) and GPEC have worked in close partnership on a variety of items which support the City's economic development efforts.

- GPEC sends business leads to Buckeye for review and response;
- GPEC assists in preparation of lead responses and prospect hosting;
- GPEC affords partnership opportunities to attend on trade shows, legislative opportunities, sales mission trips and regional marketing effort events;
- GPEC provides adjunct research efforts for economic development purposes;
- Staff participates with other member communities in the Economic Development Director's Team (EDDT) monthly meetings to provide directional input and receive and receive feedback on activities. The City's Economic Development Director, Dave Roderique, is the incoming chair of the EDDT team;
- GPEC membership allows staff and elected officials the ability to give input on direction through monthly meetings and annual planning sessions with EDDT and GPEC board of directors;
- Staff and elected officials participate with the GPEC Ambassador and Community Building Consortium; æ
- GPEC proposes new and advocates for existing economic development programs at the State level to increase the area and State's competitiveness;
- GPEC advocates on the City's behalf with clients / prospects. Currently, approximately 50% of Buckeye's prospect leads come from GPEC. The leads which Buckeye is able to respond to tend to be for prospects looking for large land requirements and build-to-suit projects in the advanced manufacturing and logistics/transportation fields.
- GPEC's compensation for economic development services is based on the City's population, as provided by the Office of Employment and Population Statistics at the Arizona Department of Administration, which were estimated at 87,480 in 2020, and with a per capita rate of \$.4897. Resultantly, the City's membership with GPEC will cost the City \$42,839.00 in FY21/22, a slight

increase over the current year.

BENEFITS:

The community benefits of this contract include:

- Augments and strengthens the City resources for prospect identification and development;
 - Opportunities to participate in trade shows, sales missions, marketing events that the City would not be able to do on its own;
 - Access to GPEC staff expertise;
 - Ability to interact with National and International audiences and site selectors / brokers;
 - Ability to tap into research capabilities;
 - Input into economic development direction for the region;
 - Additional visibility for the City through GPEC's internal and external activities and programs.
-

FUTURE ACTION:

A new agreement with GPEC is required each fiscal year.

FINANCIAL IMPACT STATEMENT:

This amount has been budgeted for the FY21/22. Contracts are renewed and budgeted for on a yearly basis.

CURRENT FISCAL YEAR TOTAL COST:

\$42,839.00

BUDGETED:

Yes

FISCAL YEAR:

21/22

FUND/DEPARTMENT:

10001187-520037

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

[GPEC.pdf](#)

**AGREEMENT BETWEEN
THE GREATER PHOENIX ECONOMIC COUNCIL
AND THE CITY OF BUCKEYE
Fiscal Year 2021-2022**

The City Council of the CITY OF BUCKEYE, a municipal corporation (the “City”), has approved participation in and support of the regional economic development program of the GREATER PHOENIX ECONOMIC COUNCIL (“GPEC”), an Arizona nonprofit corporation. The purpose of this agreement (“Agreement”) is to set forth the regional economic development program that GPEC agrees to undertake, the support that the City agrees to provide, the respective roles of GPEC and the City and the payments of the City to GPEC for the fiscal year July 1, 2021 - June 30, 2022 (“FY2022”). This Agreement is dated and effective as of July 1, 2021, and terminates on June 30, 2022.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and GPEC agree as follows:

I. RESPONSIBILITIES OF GPEC

A. MISSION: Attract and grow quality businesses and advocate for Greater Phoenix’s competitiveness.

B. GOALS: GPEC is guided by and strategically focused on two specific long-range goals:

1. Marketing the region to generate qualified business/industry prospects in targeted economic clusters.
2. Leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness, and sustain organizational vitality.

C. RETENTION AND EXPANSION POLICY:

1. GPEC’s primary role is developing the Greater Phoenix region’s market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPEC member communities.
2. Retention and expansion of existing businesses within GPEC member communities is primarily a local issue.
3. GPEC will support its member communities’ efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects.
4. GPEC will advise its member communities when an existing company contacts GPEC regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.

D. ACTION PLAN AND BUDGET: In accordance with the Mission, Goals and Retention and Expansion Policy set forth above and subject to the availability of adequate funding, GPEC shall implement the Action Plan and Budget adopted by GPEC’s Board of Directors, a copy of which has been delivered to the City, receipt of which is hereby acknowledged. A summary of the Action Plan is attached hereto as **Exhibit A** (“GPEC Action Plan”). The

City shall be informed of any changes in the adopted GPEC Action Plan which will materially affect or alter the priorities established therein. Such notification will be in writing and will be made prior to implementation of such changes. Notwithstanding the foregoing, the City acknowledges and agrees that GPEC may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel or defer certain events or activities described in the GPEC Action Plan as required by a result of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control. GPEC shall solicit the input of the City on the formulation of future marketing strategies and advertisements. The GPEC Action Plan will be revised to reflect any agreed-upon changes to the GPEC Action Plan.

- E. PERFORMANCE TARGETS:** Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and shall be used to evaluate and report progress on GPEC's implementation of the GPEC Action Plan. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, these performance targets may be revised with the City's prior written approval, or with the prior written approval of a majority of the designated members of GPEC's Economic Development Directors Team ("EDDT"). GPEC will provide monthly reports to the City discussing in detail its progress in implementing the GPEC Action Plan as well as reporting the numerical results for each performance measurement set forth in **Exhibit B**. GPEC shall provide a copy of its annual external audit for the preceding fiscal year to the City no later than December 31, 2021.

In the case of any benchmark which is not met, GPEC will meet with the EDDT to provide an explanation of the relevant factors and circumstances and discuss the approach to be taken in order to achieve the target(s). Failure to meet a performance target will not, by itself, constitute an event of default hereunder unless GPEC (i) fails to inform the City of such event or (ii) fails to meet with EDDT to present a plan for improving its performance during the balance of the term of the Agreement, which, if GPEC fails to comply with either step, will constitute an event of default for which the City may terminate this Agreement pursuant to paragraph IV.J. below.

II. RESPONSIBILITIES OF THE CITY

- A. STAFF SUPPORT OF GPEC EFFORTS:** The City shall provide staff support to GPEC's economic development efforts as follows:
1. The City shall respond to leads or prospects referred by GPEC in a professional manner within the time frame specified by the lead or prospect if the City desires to compete and if the lead is appropriate for the City. When available, the City agrees to provide its response in the format developed jointly by the EDDT and GPEC;
 2. The City shall provide appropriate local hospitality, tours and briefings for prospects visiting sites in the City;
 3. The City shall provide an official economic development representative to represent the City on the EDDT, which advises GPEC's President and CEO;
 4. The City shall cooperate in the implementation of GPEC/EDDT process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GPEC's staff, the use of

shared data systems, land and building databases and private sector real estate industry interfaces;

5. The City shall use its best efforts to respond to special requests by GPEC for particularized information about the City within three business days after the receipt of such request;
6. In order to enable GPEC to be more sensitive to the City's requirements, the City may, at its sole option, deliver to GPEC copies of any City approved economic development strategies, work plan, programs and evaluation criteria. GPEC shall not disclose the same to the other participants in GPEC or their representatives;
7. The City shall utilize its best good faith efforts to cause an economic development professional representing the City to attend all marketing events and other functions to which the City has committed itself; and
8. The City agrees to work with GPEC to improve the City's Competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for the City in **Exhibit C** ("Targeted Industries").

B. Recognition of GPEC: The City agrees to recognize GPEC as the City's officially designated regional economic development organization for marketing the Greater Phoenix region.

III. ADDITIONAL AGREEMENTS OF THE PARTIES:

A. PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE: Representative(s) of the City shall be entitled to participate in GPEC's marketing events provided that such participation shall not be at GPEC's expense. When requested and appropriate, GPEC will use its best efforts to provide technical assistance and support to City economic development staff for business location prospects identified and qualified by the City and assist the City with presentations to the prospect in the City or the prospect's corporate location.

B. COMPENSATION:

1. The City agrees to pay **\$42,839** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2022, as set forth in this Agreement. This amount is based on \$.4897 per capita, based upon the 2020 Office of Economic Opportunity population estimate, which listed the City as having a population of **87,480**. The payment by the City may, upon the mutual and discretionary approval of the board of directors of GPEC and the City Council, be increased or decreased from time to time during the term hereof in accordance with the increases or decreases of general application in the per capita payments to GPEC by other municipalities which support GPEC.
2. Funding for GPEC services under this Agreement shall be subject to the annual appropriation of funds by the City Council pursuant to the required budget process of the City;
3. Nothing herein shall preclude the City from contracting separately with GPEC for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the City and GPEC; and

4. GPEC shall submit invoices for payment on a quarterly basis. The foregoing notwithstanding, if GPEC has not provided the City with the audit required pursuant to paragraph I.E. above no later than December 31, 2021, no payments shall be made hereunder until the City receives the audit report. Invoices and monthly activity reports, substantially in the form of **Exhibit D** ("Reporting Mechanism for Contract Fulfillment") attached hereto, are to be submitted to the address listed under paragraph IV.P.

C. COOPERATION:

1. The parties acknowledge that GPEC is a cooperative organization effort among GPEC and its member communities. Accordingly, the City and GPEC covenant and agree to work together in a productive and harmonious manner to cooperate in furthering GPEC's goals for FY2022. The City and GPEC further covenant and agree to comply with the Regional Cooperation Protocol, attached hereto as **Exhibit F**, in all material respects.
2. The City agrees to work with GPEC, as necessary or appropriate, to revise the performance measures, and/or benchmarks, and/or goals for the FY2023 contract.
3. The City agrees to work with GPEC during FY2022 to develop a revised public sector funding plan, including a regional allocation formula for FY2023, if determined to be necessary or appropriate.

IV. GENERAL PROVISIONS:

- A. COVENANT AGAINST CONTINGENT FEES:** GPEC warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to GPEC.
- B. PAYMENT DEDUCTION OFFSET PROVISION:** GPEC recognizes the provisions of the City Code of the City of Buckeye, which require and demand that no payment be made to any contractor as long as there is any outstanding obligation due to the City, and directs that any such obligation be offset against payment due to GPEC.
- C. ASSIGNMENT PROHIBITED:** No party to this agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and no effect.
- D. INDEPENDENT CONTRACTOR; NO AGENCY:** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and GPEC. At all times during the term of this Agreement, GPEC shall be an independent contractor and shall not be an employee of City. City shall have the right to control GPEC only insofar as to the results of GPEC's services rendered pursuant to this Agreement. GPEC shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. GPEC shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

- E. INDEMNIFICATION AND HOLD HARMLESS:** To the fullest extent permitted by law, during the term of this Contract, GPEC shall indemnify, defend, hold, protect and save harmless the City, its Mayor and any and all of its Council members, officers and employees for, from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by City, brought, made, filed against, imposed upon or sustained by the City, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by GPEC, its directors, officers, agents or employees acting on behalf of GPEC and with GPEC's knowledge and consent.

Any party entitled to indemnity shall notify GPEC in writing of the existence of any claim, demand or other matter to which GPEC's indemnification obligations would apply, and shall give to GPEC a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

Nothing in this Subsection E shall be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions or willful misconduct of such indemnified party.

- F. INSURANCE:** GPEC shall procure and maintain for the duration of this Agreement, at GPEC's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by GPEC, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in **Exhibit E** ("Insurance Requirements"), attached hereto. The City acknowledges that it has received and reviewed evidence of GPEC's insurance coverage in effect as of the execution of this Agreement.

- G. GRATUITIES:** The City may, by written notice to GPEC, terminate the right of GPEC to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by GPEC, or any agent or representative of GPEC, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City makes such findings shall be an issue and may be reviewed in any competent court. In the event of such termination, the City shall be entitled to pursue all legal and equitable remedies against GPEC available to the City, including payment of the City's expenses and attorneys' fees in connection with terminating this Agreement pursuant to this paragraph.

- H. EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, GPEC agrees as follows:

1. GPEC will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. GPEC shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and

selection for training, including apprenticeship. GPEC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. GPEC will, in all solicitations or advertisements for employees place by or on behalf of GPEC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.
3. GPEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to Agreements or subcontracts for standard commercial supplies or new materials.
4. Upon request by the City, GPEC shall provide City with information and data concerning action taken and results obtained in regard to GPEC's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports shall be accomplished upon forms furnished by the City or in such other format as the City shall prescribe.

I. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS REQUIRED. GPEC understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986, the Drug-Free Workplace Act of 1989 and the Americans with Disabilities Act, and agrees to comply therewith in performing under any resultant agreement and to permit City inspection of its records to verify such compliance.

1. GPEC warrants to the City that, to the extent applicable under A.R.S. § 41-4401, GPEC is in compliance with all Federal Immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. § 23-214(A). GPEC acknowledges that a breach of this warranty by GPEC or any subcontractors providing services under this Agreement is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any applicable subcontract. The City retains the legal right to inspect the papers of any employee of GPEC or any subcontractor who works on this Agreement to ensure compliance with this warranty.
2. The City may conduct random verification of the employment records of GPEC and any of its subcontractors who work on this Agreement to ensure compliance with this warranty.
3. The City will not consider GPEC or any of its subcontractors who work on this Agreement in material breach of the foregoing warranty if GPEC and such subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USC § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by A.R.S. § 23-214(A).
4. The provisions of this Section I must be included in any contract GPEC enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract to provide services under this Agreement. As used in this Section I "services" are defined as furnishing labor, time or effort in the State of

Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

5. GPEC certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel as defined in A.R.S. § 35-393.

- J. TERMINATION.** City shall have the right to terminate this Agreement if GPEC shall fail to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied shall have been given to GPEC by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default shall be deemed to have occurred or to exist if, and so long as, GPEC shall commence such action within that period and diligently and continuously prosecute the same to completion within 90 days or such longer period as the City may approve in writing. The foregoing notwithstanding, in the event of circumstances which render GPEC incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against GPEC in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.
- K. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS.** GPEC's performance hereunder shall be in material compliance with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, and ordinances in effect during the performance of this Agreement.
- L. INSTITUTION OF LEGAL ACTIONS.** Any legal actions instituted pursuant to this Agreement must be filed in the county of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.
- M. APPLICABLE LAW.** Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, shall be tried according to the laws of the State of Arizona, and GPEC shall agree that the venue for any such action shall be in the State of Arizona.
- N. CONTINUATION DURING DISPUTES.** GPEC agrees that, notwithstanding the existence of any dispute between the parties, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court of competent jurisdiction.
- O. CITY REVIEW OF GPEC RECORDS.** GPEC shall keep all Agreement records separate and make them available for audit by City personnel upon request.
- P. NOTICES.** Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to City: Roger Klingler
City Manager
City of Buckeye
530 E. Monroe Avenue
Buckeye, Arizona 85326
Phone: (623) 349-6910
Fax: (623) 349-6099

If to GPEC: Chris Camacho
President and Chief Executive Officer
Greater Phoenix Economic Council
Two North Central Avenue, Suite 2500
Phoenix, Arizona 85004-4469
Phone: (602) 256-7700
Fax: (602) 256-7744

Any time period stated in such a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

- Q. TRANSACTIONAL CONFLICT OF INTEREST.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of A.R.S. § 38-511.
- R. NONLIABILITY OF OFFICIALS AND EMPLOYEES.** No member, official or employee of the City will be personally liable to GPEC, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to GPEC or successor, or on any obligation under the terms of this Agreement. No member, official or employee of GPEC will be personally liable to the City, or any successor in interest, in the event of any default or breach by the GPEC or for any amount which may become due to the City or successor, or on any obligation under the terms of this Agreement.
- S. NO WAIVER.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- T. SEVERABILITY.** If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.
- U. CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.
- V. NO THIRD-PARTY BENEFICIARIES.** No creditor of either party or other individual or entity shall have any rights, whether as a third-party beneficiary or otherwise, by reason of any provision of this Agreement.

W. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement may be executed in counterparts, each of which is deemed to be an original. This Agreement, including ten (10) pages of text and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Exhibit A - GPEC Action Plan
Exhibit B - GPEC Performance Measures
Exhibit C - Targeted Industries
Exhibit D - Reporting Mechanism for Contract Fulfillment
Exhibit E - Insurance Requirements
Exhibit F – Regional Cooperation Protocol

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or GPEC, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this ____ day of _____, 2021.

CITY OF BUCKEYE, an Arizona municipal corporation

By: _____
Honorable Eric Orsborn, Mayor

ATTEST:

By: _____
Its: Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

By: _____
Its: Shiela B. Schmidt, City Attorney

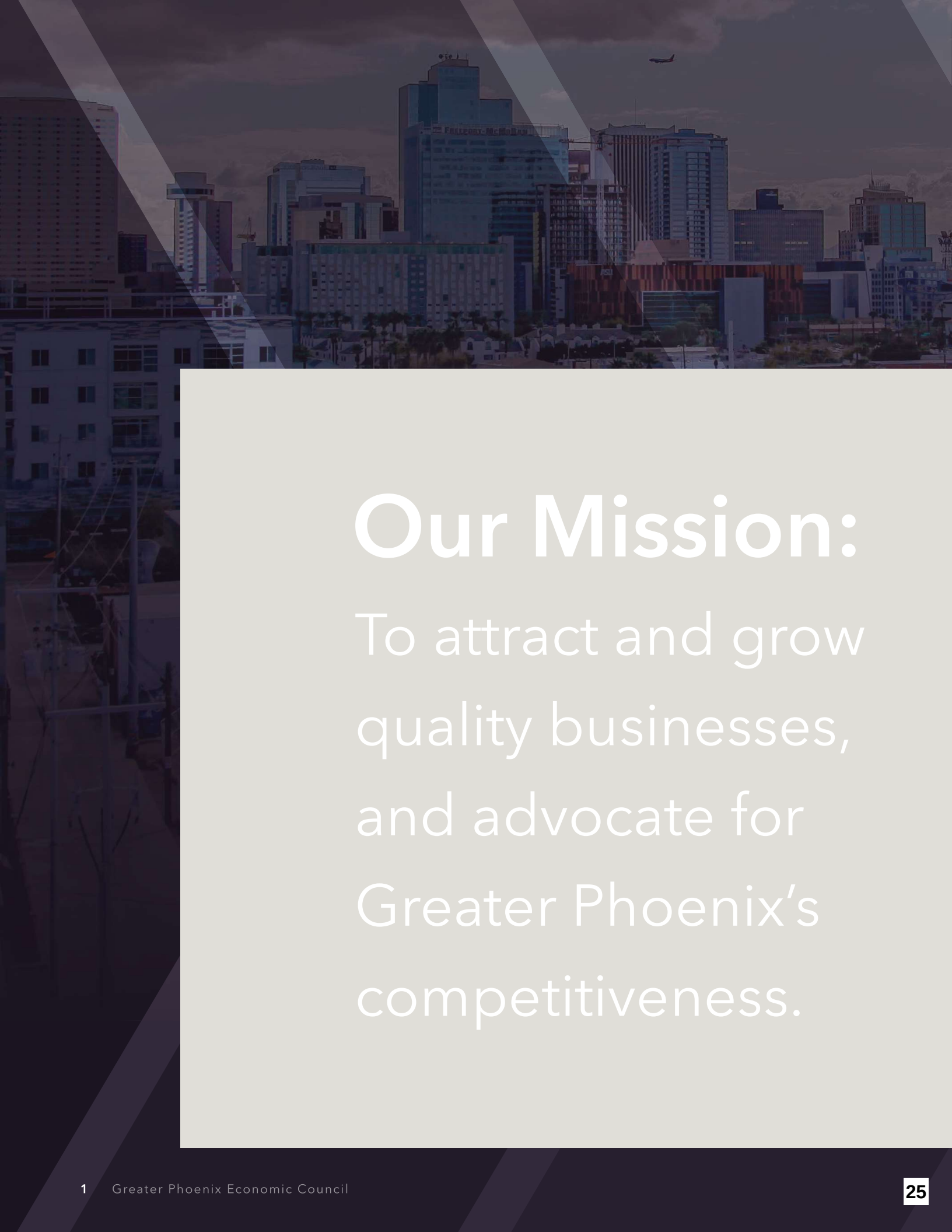
GREATER PHOENIX ECONOMIC COUNCIL,
an Arizona nonprofit corporation

By:  _____
Chris Camacho
President & Chief Executive Officer

Greater Phoenix Economic Council

Action Plan

Fiscal Year 2022



Our Mission:

To attract and grow
quality businesses,
and advocate for
Greater Phoenix's
competitiveness.



"Through it all, our prospect pipeline has rebounded from the economic downturn and is more robust than ever."

- Chris Camacho

*President & CEO
Greater Phoenix Economic Council*



A letter from Chris Camacho

President & CEO, Greater Phoenix Economic Council

Over the past year, our organization, our community and the world has been through one of the greatest ordeals it has ever faced with the COVID-19 pandemic. Yet GPEC rose to the challenge and was named the top economic development organization in the U.S. by the International Economic Development Council. We developed resources and programs to support small businesses as they navigated new federal programs. We supported our partners in

diversity and equity initiatives. We focused on educating our region on issues important to the community through our Regional Reports. Through it all, our prospect pipeline has rebounded from the economic downturn and is more robust than ever.

The organization is committed to continuing that momentum going forward in the final year of our three-year Strategic Plan. We will amplify our brand regionally, nationally and globally. We will build on

our data science capabilities to create new and innovative ways to attract businesses and convey our message to our stakeholders. And we will develop strategies and policies to build a resilient economy.

Through these efforts GPEC impacts the community one business, one job, one life at a time because we are Greater Phoenix, Greater Together.



Photos Courtesy: @earlybirdphx, @equalityarizona, Mayo Clinic Arizona, @phxskyharbor

Strategic Plan Goals

GPEC's FY20-22 Strategic Plan establishes a framework where GPEC will drive the transformation of Greater Phoenix into the place where all businesses and residents can create their own success through programs that target equity, innovation and quality jobs. This will be accomplished through two overarching goals that drive the organization forward:

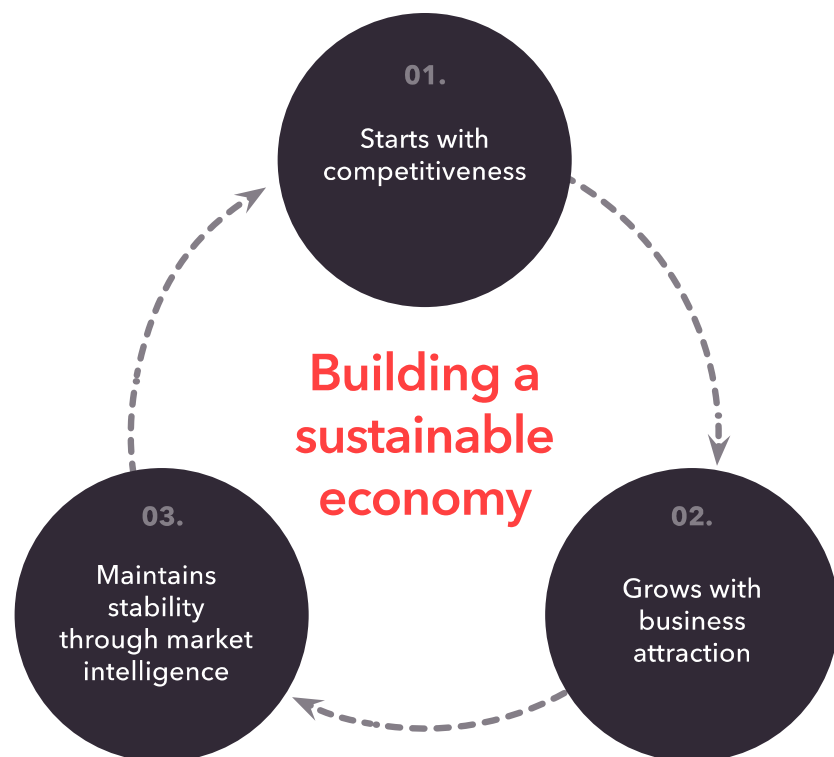
Goal #1

Redefine regional economic resilience and competitiveness to meet 21st century challenges and opportunities

Goal #2

Demonstrate what it means to be a best-in-class economic development organization

FY22 is the final year of GPEC's current strategic plan. The tactics and milestones outlined in the FY22 Action Plan build on the activities of the previous two fiscal years to propel the organization towards the completion of these goals.



Tactics & Milestones

Elevate our organizational and regional brand locally, nationally and globally



Greater Phoenix is rapidly gaining recognition as a top tier market to do business, in part due to the elevation of the region's brand. In FY21 GPEC was named the #1 economic development organization in the U.S. In FY22 GPEC will build on this success to strengthen the region's position by using data-driven messaging to effectively tell our story both locally and globally. The organization will increase recognition of our brand by developing strategies for brand maintenance and improving our website presence. And we will enhance communication with our stakeholders through analytics and marketing automation tactics.

Tactics:

- Communicate the Greater Phoenix value proposition regionally, nationally and globally.
- Continue to build on the recent refresh to increase the perception of the GPEC brand.
- Improve GPEC's website presence.
- Enhance ongoing communication with GPEC stakeholders through marketing automation to cultivate leads.

Milestones:

- Develop processes and a cadence to identify significant data releases that GPEC can use to tell the regional story and strengthen its position.
- Construct strategies and methods to support brand maintenance.
- Build on the current website to ensure greater accessibility and usability by GPEC's target audiences.
- Increase the use of analytics into marketing automation campaigns.

Strategic Plan Objectives:

- ✓ Elevate the brand identity using new forms of media to deepen our reach into targeted markets
- ✓ Create an enhanced and efficient stakeholder engagement model

Attract and grow quality businesses through established programs and new models



As we come out of a year of economic uncertainty, Greater Phoenix is well positioned to attract new projects to the region going forward. GPEC will generate prospects and locates by focusing on a combination of core and emerging business attraction strategies, conducting outreach to key brokers and multipliers while also executing direct company targeting campaigns. The organization will also leverage TSMC and Intel's recent investments in Greater Phoenix to aggressively target the microelectronics industry.

Tactics:

- Conduct outreach to key brokers and site selectors.
- Nurture contacts cultivated in the California omnichannel campaign launched in FY21 to directly generate prospects and leads.
- Implement the region's Foreign Direct Investment (FDI) Plan.
- Engage with local venture capital and investment firms to demonstrate the value of GPEC services.
- Develop touch points with prospects and leads in the microelectronics and applications ecosystems.

Milestones:

- Develop and maintain relationships with referral sources through in person and virtual engagement.
- Increase leads and prospects from California.
- Execute the priority strategies in the FDI Plan.
- Build relationships with the investment community to increase connectivity to capital in the market.
- Increase jobs and prospects within the microelectronics and applications ecosystem.

Strategic Plan Objectives:

- | | |
|---|---|
| <ul style="list-style-type: none"> ✓ Expand tools and processes to create new top-line metrics that increase outcome-driven collaboration and coordination | <ul style="list-style-type: none"> ✓ Utilize market and industry intelligence to drive economic diversification and resilience |
|---|---|

Drive the region forward through enhanced research and data analytics capabilities



Quality data is the basis for informed business decisions. Over the past two fiscal years, GPEC has architected a data science strategy to enhance the organization’s analytic capabilities. In FY22, the organization will continue to build on these efforts by honing our tools and data visualizations to increase regional knowledge with our stakeholders and prospects. The organization will also evaluate the region’s targeted industries to position the region for future growth and highlight our value proposition.

Tactics:

- Demonstrate Greater Phoenix’s value proposition in targeted industries.
- Analyze Greater Phoenix’s current target industries and examine trends in emerging sectors to position the region for future growth.
- Optimize the organization’s tools, databases and resources.
- Expand data visualization infrastructure to provide better industry knowledge to our leads and prospects.

Milestones:

- Evaluate existing use cases to ensure the right industries are being targeted and create dynamic use cases to better demonstrate Greater Phoenix’s value proposition.
- Conduct a study to identify targeted industries to align with the development of the organization’s next strategic plan.
- Create market intelligence and insight reports highlighting current and future industry trends.
- Develop new tools that highlight the region’s value, including business intelligence tools that engage GPEC’s network.
- Increase access to GPEC’s central data repository for investors and communities to increase regional knowledge.

Strategic Plan Objectives:

☒ Promote initiatives that reinforce the region as a place to test, launch and advance innovation	☒ Utilize market and industry intelligence to drive economic diversification and resilience	☒ Deepen internal expertise and upgrade research and analytic capacity
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Promote stakeholder engagement through meaningful content



GPEC cannot be successful without our investors and member communities whose unparalleled commitment to the region supports the organization. To increase stakeholder engagement and foster meaningful connections, we will continue with our dynamic Ambassador programming and cultivate strong relationships with our certified Ambassadors. The organization will raise the profile of the region through dynamic Regional Reports. Finally, GPEC will increase connections between our investors and locates by highlighting the region's assets to new companies in the market.

Tactics:

- Increase stakeholder engagement and foster meaningful connections.
- Raise the profile of the region and organization by developing nationally leading content.
- Cultivate strong relationships with certified Ambassadors.
- Better connect GPEC investors with locates and prospects.
- Continue to build on the organization's sound financial position.

Milestones:

- Create education forward Ambassador programming.
- Curate Regional Reports on dynamic topics related to current events.
- Develop pathways for engagement with certified Ambassadors by building on the cohort model.
- Develop collateral highlighting the region's educational, utility and other industry assets.
- Explore new resources for organizational funding and retain current funding.

Strategic Plan Objectives:

- | | |
|---|---|
| <ul style="list-style-type: none"> ✓ Increase and diversify GPEC's financial resources in alignment with regional priorities | <ul style="list-style-type: none"> ✓ Create an enhanced and efficient stakeholder engagement model |
|---|---|

Build a resilient economy through comprehensive planning that focuses on inclusion, diversity and equity



Building an equitable economy has never been more important. In FY22, the organization will focus on tracking indicators critical to equity and inclusion to ensure Greater Phoenix grows in a sustainable manner. GPEC will also take a deeper look at its competitor markets to understand emerging trends and support policy that ensures the region stays competitive. Finally, the organization will conduct its biennial mission to Washington, D.C. to educate the federal delegation on issues relevant to the region.

Tactics:

- Intentionally evaluate Greater Phoenix competitive position relative to other states through detailed research.
- Advocate for the region's competitiveness.
- Focus on issues of equity, inclusion and resiliency to ensure Greater Phoenix grows in a sustainable manner.
- Modernize the innovation ecosystem at GPEC and in Greater Phoenix.
- Support the economic development strategies of local communities to build a more resilient region.
- Educate the federal delegation on issues important to Greater Phoenix.

Milestones:

- Synthesize the results of competitor market analyses to inform staff on emerging trends.
- Develop and support policy modernization programs that will ensure the region stays competitive.
- Educate on the issues of environmental sustainability related to industries of the future.
- Track indicators critical to equity and inclusion; convene and partner with local leadership to promote equity and inclusion.
- Partner with organizations to advance healthcare innovation and the creation of new innovation centers.
- Engage with GPEC communities regularly through the Community Partnership Program, market tours, and meetings with the Economic Development Directors Team to provide research and business development support.
- Conduct the biennial Washington, D.C. mission.

Strategic Plan Objectives:

- | | |
|---|---|
| <ul style="list-style-type: none"> ✓ Promote initiatives that reinforce the region as a place to test, launch and advance innovation ✓ Develop regional resilience programs | <ul style="list-style-type: none"> ✓ Change the paradigm among community and civic leadership to one that prioritizes education, job access and intentional long-term investment into drivers of competitiveness |
|---|---|

Be a leader in economic development through relentless commitment to organizational culture and *The GPEC Way*



GPEC has been recognized for its leadership in the economic development profession, including being named the top organization in the U.S. by the International Economic Development Council. In order to maintain that position, the organization will recruit and retain staff that are well respected in the industry and increase knowledge between departments. Externally, GPEC will lead the profession by serving in national leadership roles that advance economic development.

Tactics:

- Increase knowledge management between departments.
- Support professional development opportunities for staff with a focus on leadership.
- Seek and maintain national leadership roles to support the advancement of modern economic policies.
- Assess best practices for the organization.
- Mitigate organizational risk through improved data management.

Milestones:

- Enhance and refine playbooks for each department.
- Recruit and retain staff with an established presence in Greater Phoenix and nationally.
- Continue to be involved in nationally leading organizations.
- Maintain its position as one of the nation's top EDOs.
- Continue to support technology improvements to enable staff to operate at the highest levels.

Strategic Plan Objectives:

- | | |
|---|--|
| <ul style="list-style-type: none"> ✓ Earn regional and national recognition as a leader in effective regional governance | <ul style="list-style-type: none"> ✓ Cultivate a world-class talent organization that exemplifies <i>The GPEC Way</i> |
|---|--|



FY22 Metrics

GPEC calculated the metrics for FY22 based on historical performance and recent trends in office and industrial prospect activity. Prospect metrics have returned to pre-pandemic levels.

FY22 Metrics

	Contract	Target	Stretch
Payroll (in Millions)	\$384.37	\$427.08	\$469.78
Jobs	7,176	7,973	8,770
- High Wage Jobs	4,232	4,702	5,172
Average High Wage Salary	\$61,226	\$68,029	\$74,832
Qualified Prospects	239	266	293
- Qualified International Prospects	38	42	46
GPEC Assists	10	12	14

Budget Overview

Income	Approved FY22	Approved FY21	YOY Var. \$	YOY Var. %
City/County Contract Revenue	\$2,793,743	\$2,753,988	\$39,755	1%
Pledge Revenue	\$3,147,120	\$2,662,875	\$484,245	18%
New Pledges	\$350,000	\$175,000	\$175,000	100%
In-Kind Contributions	\$140,500	\$126,750	\$13,750	11%
Special Events & Programs	\$181,400	\$181,400	\$0	-
Sponsorship Income	\$51,293	\$0	\$51,293	-
Grant Income	\$225,062	\$769,783	(\$544,721)	(71%)
Other Income	\$1,000	\$1,320	(\$320)	(24%)
Total Income	\$6,890,118	\$6,671,116	\$219,002	3%

Expenses	Approved FY22	Approved FY21	YOY Var. \$	YOY Var. %
Business Development	\$458,522	\$502,217	(\$43,695)	-9%
Marketing & Communications	\$480,510	\$625,157	(\$144,647)	-23%
Research & Analytics	\$243,324	\$234,646	\$8,678	4%
Engagement	\$157,868	\$158,023	(\$155)	0%
Strategy & Regional Initiatives	\$410,330	\$323,620	\$86,710	27%
Operations	\$467,279	\$427,773	\$39,506	9%
Personnel	\$4,212,671	\$3,657,356	\$555,315	15%
Facilities	\$530,133	\$681,090	(\$150,957)	-22%
Special Events & Programs	\$404,842	\$394,563	\$10,279	3%
Total Expenses	\$7,365,479	\$7,004,445	\$361,035	5%
Net Income/(Loss)	(\$475,361)	(\$333,329)	(\$142,033)	43%

GPEC Investors

As of May 2021

Chairman's Council



Executive Council



Directors Council

- Acronis SCS
- Alliance Bank of Arizona
- American Airlines
- Arizona Coyotes
- Arizona Diamondbacks
- Arizona Republic / LOCALiQ
- Bank of America
- Banner Health
- BBVA
- Benchmark Electronics, Inc.
- Brookfield Residential
- CBRE
- Chicanos Por La Causa
- Clayco
- Cousins Properties
- Creighton University
- Desert Financial Credit Union
- Dignity Health
- DMB Associates
- Empire Southwest
- Ernst & Young
- Goodmans Interior Structures
- Goodwill of Central Arizona
- Grand Canyon University
- Haydon Building Corp.
- Helios Education Foundation
- Hensel Phelps
- Honeywell
- HonorHealth
- Insight Enterprises
- Intel Corporation
- JE Dunn Construction
- Johnson Carlier
- Kitchell
- Knight-Swift Transportation
- Mayo Clinic
- M Culinary
- MidFirst Bank
- Mortenson
- MUFG
- Oaktree Capital Management
- On Q Financial
- Perkins Coie LLP
- Phoenix Suns
- Pivotal Group
- PNC Financial Services Group
- Quarles & Brady
- Rise48 Equity
- Sherman & Howard
- Squire Patton Boggs
- Valley Metro
- Versum Materials, Merck KGaA Company
- Weitz Company

Leadership Council

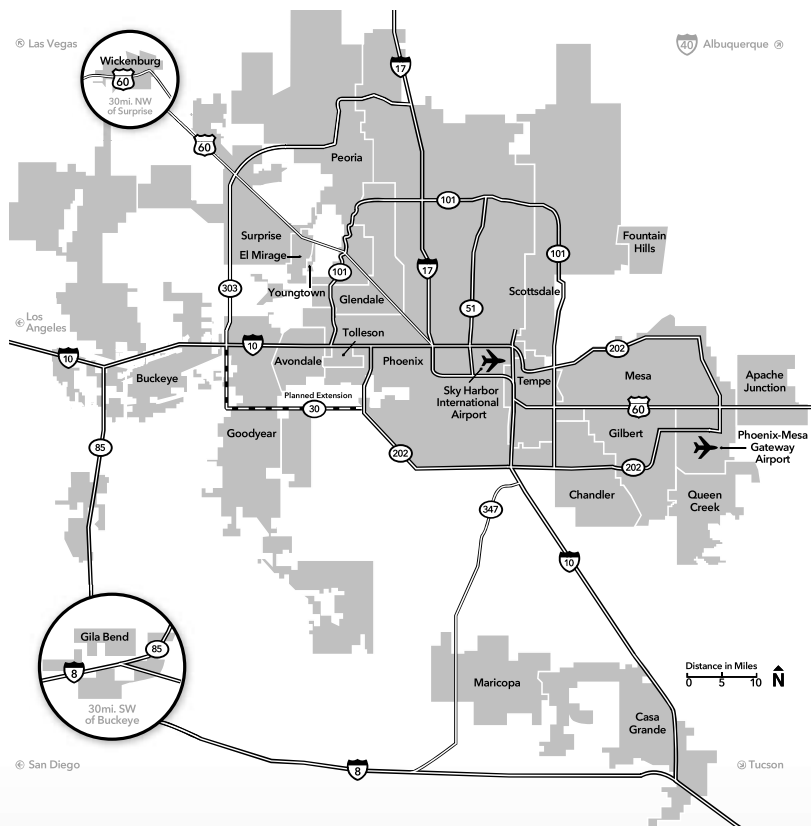
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|--------------------------------------|--------------------------------|-------------------------------|------------------------------------|
| • Adolfson & Peterson Construction | • Cushman & Wakefield | • JLL | • Social Television Network (STN) |
| • Aerotek | • Davis Architecture | • Keyser | • Southwest Airlines |
| • Aetna | • Deloitte | • Layton Construction | • Southwest Gas Corporation |
| • Archicon L.C. Architecture | • Deutsch Architecture Group | • Lee & Associates | • Spencer Fane LLP |
| • Arizona Israel Technology Alliance | • Dircks Moving & Logistics | • Lincoln Property Company | • Sunbelt Holdings |
| • Baker Development | • DPR Construction | • Meritage Homes | • StrataTech Education Group |
| • Bell Bank | • El Dorado Holdings | • MST Solutions | • Terracon |
| • Blue Cross Blue Shield of Arizona | • EmployBridge | • Nationwide Realty Investors | • The Plaza Companies |
| • Bridge Relocation Concierge | • Equality Health | • Northern Trust | • Trammell Crow Company |
| • Bryan Cave Leighton Paisner LLP | • Everest Holdings | • Oakland Construction | • Transwestern Commercial Services |
| • BRYCON Construction | • Expedient | • OneAZ Credit Union | • Tratt Properties |
| • Burns & McDonnell | • FirstBank | • Opus Development Company | • Tuft & Needle |
| • CapRock Partners | • Flinn Foundation | • Page | • University of Arizona |
| • Celgene Corporation | • Freeport McMoRan Inc. | • Phoenix Children's Hospital | • USAA |
| • Colliers International | • Graycor Construction | • Preferred Lending Partners | • Veregy |
| • Commonwealth | • hardison/downey construction | • Reliance Management | • ViaWest Group |
| • Cresa | • Hensley | • Renaissance Companies | • Wespac Construction |
| • Crescent Crown Distributing | • Hines | • Rexco | • Wexford Science + Technology |
| • Crown Realty & Development | • Holualoa Companies | • Savills-Studley | • Willmeng Construction |
| | • Immedia | • Silicon Valley Bank | • Wist Office Products |
| | • IntraEdge | • Skanska USA Building | |
| | • Irgens | • SmithGroup | |

Ambassador

- | | | | |
|--|---------------------------------------|----------------------------|--------------------------------|
| • Acronis | • Caliber Companies | • Industrial Storage | • Prologis |
| • Air Products and Chemicals | • Cancer Treatment Centers of America | • KTAR | • RED Development |
| • Arizona Community Foundation | • Carvana | • Lyft | • Ryan Companies US Inc. |
| • Arizona Strategies | • CoStar Group | • Mangat Group, Inc. | • Saint Holdings |
| • Atmosphere Commercial Interiors | • Cypress Office Properties | • Macerich | • Stinson LLP |
| • AvenueWest Arizona Corporate Housing | • DSV Inventory Solutions | • Merit Partners | • Sunstate Equipment Company |
| • Avnet Inc. | • Duffy Group, Inc. | • Midwestern University | • TerraCap Management |
| • BNSF Railway | • Equity Land Group | • MSS Technologies | • Van Trust Real Estate LLC |
| • BOK Financial | • Gammage & Burnham | • National Bank of Arizona | • Western Governors University |
| | • Globe Corporation | • Newmark Knight Frank | |
| | • Horrocks Engineers | • Northrop Grumman | |

Member Communities:

- Maricopa County
- Apache Junction
- Avondale
- Buckeye
- Casa Grande
- Chandler
- El Mirage
- Fountain Hills
- Gila Bend
- Gilbert
- Glendale
- Goodyear
- Maricopa
- Mesa
- Peoria
- Phoenix
- Queen Creek
- Scottsdale
- Surprise
- Tempe
- Tolleson
- Wickenburg
- Youngtown



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EXHIBIT B
GPEC PERFORMANCE MEASURES
FY 2022

Specific performance targets as established by the GPEC Executive Committee and Board of Directors:

1. Payroll Generated	\$384.37M
2. Total Number of Jobs Created	7,176
3. Total Number of High-Wage Jobs¹	4,232
4. Average High-Wage Salary	\$61,226
5. GPEC Assists²	10
6. Number of Qualified Prospects	239
7. Number of Qualified International Prospects	38

Footnotes:

1. High Wage Jobs: High wage jobs are those that are over 130% of the Phoenix MSA Median Wage (currently \$51,246).
2. GPEC Assists: Companies that located in the region, for which GPEC provided assistance, that do not qualify as a locate due to project size for example; and would otherwise be listed as “non-reported locates.”

EXHIBIT C

TARGETED INDUSTRIES

FY2022

GPEC and our member communities have identified targeted industries on a local and regional level, incorporating these industries into a regional economic development plan. For fiscal year 2022, GPEC will continue its emphasis on the following: Advanced Business Services; Aerospace & Defense; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; and Software

Member communities will target the following:

Apache Junction

Business services; standard and advanced manufacturing; regional and corporate centers; medical institutions and/or associated satellite operations; mining support facilities; resort/tourist-oriented development; expanded retail opportunities; and high-density residential

Avondale

Financial business services; manufacturing; amateur sports; tourism and hospitality; healthcare/medical services; emerging technology and innovation; and corporate regional headquarters

Buckeye

Advanced business services; renewable energy; high tech (data center and services); environmental technology/sustainability; standard and advanced manufacturing; medical and educational institutions; logistics/transportation/distribution; small business/incubator; aerospace/aviation; and ag-tech

Casa Grande

Advanced manufacturing; automotive technology; transportation/logistics; healthcare/medical services; aviation/aerospace; and hospitality/entertainment

Chandler

Advanced business services; corporate/regional headquarters; advanced manufacturing; software development; aerospace/aviation; automotive technology; and applied research

El Mirage

Business Services; standard and advanced manufacturing; transportation; warehousing/distribution; heavy industrial; food, fiber, and natural products; and aerospace aviation

Fountain Hills

Advanced business services (professional, technical, and scientific services including finance and insurance); healthcare, medical, bio-life sciences and wellness; medical and educational institutions; arts, entertainment and recreation; and retail

Gila Bend

Clean technology (manufacturing/central station generation/R&D); warehousing/transportation/distribution; military supply chain; tourism/hospitality; standard manufacturing; agriculture/agri-biotechnology; food, fiber and natural products; aerospace/aviation; and heavy industrial

Gilbert

Aerospace/aviation and defense; advanced business and professional services; finance and insurance; healthcare and education services; information communication technology; manufacturing; clean and renewable technology; and related corporate/regional headquarters

Glendale

Advanced business services; aerospace, aviation and defense; healthcare and bioscience; manufacturing; technology and innovation

Goodyear

Advanced business services; advanced manufacturing and logistics; aerospace, aviation and defense; corporate and regional headquarters; entrepreneurial/start-ups; technology; healthcare and biomedical (treatment, medical diagnostics, research & development); and higher education

Maricopa (City)

Professional and business services; healthcare services; small business and entrepreneurship; higher education and education technology; agribusiness/agrisciences; and visitor/hospitality commerce

Mesa

Standard and advanced manufacturing including medical device; automotive technology and aerospace/aviation/defense; advanced business services; cybersecurity; information technology; healthcare/life sciences; mission critical operations; tourism; regional and corporate centers; and research & development

Peoria

Advanced business services; high technology (data centers, R&D); life sciences and healthcare technologies; advanced medical services; advanced and standard manufacturing; clean technologies research and manufacturing; entertainment and tourism

Phoenix

BioSciences/healthcare; advanced business services; advanced manufacturing; data centers; sustainable enterprises; emerging industries; higher education; trade and FDI; Circular economy; Food System Entrepreneurship and Innovation

Queen Creek

Agritainment/Destination Tourism; Healthcare; I.T./Software; Business Services; and Advanced Manufacturing

Scottsdale

Bio-life sciences; advanced business services; technology and innovation (including ICT and entrepreneurship/emerging enterprises); higher education; hospitality/visitor trade and commerce

Surprise

Advanced business services; advanced manufacturing and rail-served industry; corporate/regional headquarters innovation/entrepreneurship/emerging technology; medical, healthcare and life science technologies, services; specialty services for global companies/FDI; tourism and hospitality

Tempe

Advanced business services (financial services); high tech/software (R&D, data center and services); high-tech/next generation electronics; aerospace R&D/aviation; bioscience (research, drug development, treatment, medical diagnostics); corporate/regional headquarters; sustainability (environmental);

advanced materials/plastics; software as a service; clean tech, renewable energy and manufacturing

Tolleson

E-Commerce/fulfillment centers; resort/tourist-oriented development; expanded retail opportunities; small manufacturers with some related retail and offices

Wickenburg

Standard manufacturing; transportation & distribution; rail services; mining support facilities; healthcare and medical (emphasis on behavioral healthcare); senior industries; tourism and filmmaking (location shooting); resort/tourist-oriented development; equestrian entertainment; and expanded retail operations

Youngtown

Youngtown is in the throes of developing a commerce park. The park will target second-stage small manufacturers with some related retail and offices.

EXHIBIT D

FY 2022

REPORTING MECHANISM FOR CONTRACT FULFILLMENT

Monthly Activity Report - Month, Year

BUSINESS ATTRACTION PERFORMANCE METRICS:

GPEC Progress Toward Goals

Targeted Opportunities	Annual Contract Goal	Actual YTD	Goal YTD	% of Goal YTD
PAYROLL GENERATED (MILLIONS)				
NUMBER OF JOBS				
NUMBER OF HIGH-WAGE JOBS				
AVERAGE HIGH WAGE SALARY				
QUALIFIED PROSPECTS				
QUALIFIED INTERNATIONAL PROSPECTS				
GPEC ASSISTS				

KEY BUSINESS ATTRACTION ACTIVITIES AND OTHER GPEC ACTIVITIES

GPEC continues to target high-wage industries (Advanced Business Services; Aerospace & Defense; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; and Software)

EXHIBIT E

INSURANCE REQUIREMENTS

The City's insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits required of GPEC are sufficient to protect GPEC from liabilities that might arise out of this Agreement for GPEC, its agents, representatives, employees or Contractors and GPEC is free to purchase such additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. GPEC shall provide coverage at least as broad as the categories set forth below with limits of liability in amounts acceptable to the City.

1. **Commercial General Liability** - Occurrence Form
(Form CG 0001, ed. 10/13 or any replacements thereof)

General Aggregate/ per Project
Products-Completed Operations Aggregate
Personal & Advertising Injury
Each Occurrence
Fire Damage (Any one fire)
Directors and Officers
Medical Expense (Any one person) Optional

2. **Automobile Liability** - Any Auto or Owned, Hired and Non-Owned Vehicles
(Form CA 0001, ed. 10/13 or any replacement thereof) Combined Single Limit
Per Accident for Bodily Injury and Property Damage

3. **Workers' Compensation and Employers' Liability**
Workers' Compensation Statutory
Employers' Liability

B. Self-insured Retentions. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may request that the insurer reduce or eliminate such self-insured retentions with respect to City, its officers, officials, agents, employees and volunteers.

C. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability

a. The City, its officers, officials, agents, employees and volunteers are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of GPEC, including the City's general supervision of GPEC; products and completed operations of GPEC; and automobiles owned, leased, hired or borrowed by GPEC.

b. GPEC's insurance shall include broad form contractual liability coverage.

c. The City, its officers, officials, agents, employees and volunteers shall be additional insureds to the full limits of liability purchased by GPEC, even if those limits of liability are in excess of those required by this Agreement.

d. GPEC's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be in excess of GPEC's insurance and shall not contribute to it.

e. GPEC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f. Coverage provided by GPEC shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

g. The policies shall contain a waiver of subrogation against City, its officers, officials, agents, employees and volunteers for losses arising from work performed by GPEC for the City.

2. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against City, its officers, officials, agents, employees and volunteers for any and all losses arising from work performed by the Contractor for the City.

D. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice has been sent to City at the address provided herein for the giving of notice. Such notice shall be by certified mail, return receipt requested.

- E. Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-:VII. City in no way warrants that the above required minimum insurer rating is sufficient to protect GPEC from potential insurer insolvency.
- F. Verification of Coverage.** GPEC shall furnish City with Certificates of Insurance (ACORD form or equivalent approved by City) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.

All certificates of insurance required by this Agreement shall be sent directly to City at the address and in the manner provided in this Agreement for the giving of notice. City's Agreement/Agreement number, GPEC's name and description of the Agreement shall be provided on the Certificates of Insurance. City reserves the right to require complete certified copies of all insurance policies required by this Agreement, at any time.

- G. Approval.** During the term of this Agreement, no modification may be made to any of GPEC's insurance policies which will reduce the nature, scope or limits of coverage which were in effect and approved by the City prior to execution of this Agreement.

Regional Cooperation Protocol Policy

Greater Phoenix Economic Council and Economic Development Directors Team

The foundation of this policy is built on trust and the spirit of regional cooperation among the entities involved. GPEC and the Economic Development Directors of its member communities agree and acknowledge that it is important that they work together as partners on projects involving the communities which GPEC represents, regardless of the source of the lead, as follows:

1. Demonstrate a commitment to the positive promotion of the Greater Phoenix, specifically, GPEC member communities, as a globally competitive region.
2. Maintain the highest standards of economic development prospect handling, including confidentiality, without jeopardizing a prospect's trust to secure the probability of a regional locate. Partners agree to respect the prospect's request for confidentiality but also agree to notify each other as to the existence of a project with a confidentiality requirement when able and shall make a good-faith effort to involve the appropriate state, regional or local partners at the earliest possible time.
3. Unless otherwise restricted, agree to coordinate through GPEC for any prospect considering a project in Maricopa County or in any of the communities that GPEC represents, understanding that GPEC is in a unique position to represent and speak on regional economic development issues and on characteristics of the region's economy. Likewise, GPEC acknowledges that communities are in the best position to speak about local incentives and efforts surrounding the local economy.
4. For projects that originate with a GPEC member community, GPEC will be available for confidential research access, topical expertise or as a service provider, to add value to the community in securing the project. Additionally, GPEC will not e-track the project unless the community lead makes such a request to do so.
5. Provide accurate and timely information in response to specific requests by all prospects. When a client has narrowed sites to specific GPEC member communities, GPEC will make a good faith effort to inform those affected EDDT members first. EDDT members agree to provide information solely on their own community when the information requested is site-specific (i.e., cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing and local incentives). When site-specific information related to other GPEC communities is requested, EDDT members agree to (i) direct GPEC prospects back to GPEC or (ii) direct non-GPEC generated prospects to contact the affected communities directly, and as a courtesy, contact the affected communities.
6. Agree that regardless of the lead source, public locate announcements shall be coordinated among the company, GPEC member community, and GPEC to reflect inclusiveness and cooperation of all partners (subject to any confidentiality requirements).
7. GPEC and EDDTs will advocate for a robust operating budget for the state economic development agency, and champion sound statewide economic development programs and policies.
8. Discourage the proactive offering of local, municipal financial incentives for existing jobs to companies with current operations in another GPEC community.
9. Inform GPEC member community when a company visits or physical site visit within that community will occur. Economic Development Directors will be the primary point of contact for the company when community information is needed.
10. Agree that the consideration of a future community to GPEC's membership will be brought before

EDDT for discussion in advance of any board consideration. EDDT will make a recommendation on the addition of a new community to GPEC's President and CEO.

11. Formalize a process to convene GPEC and Economic Development Directors of GPEC member communities biannually, and cooperate in the exchange of information and ideas reflecting practices, procedures and policies relating to prospect handling and regional economic development.
12. Work collectively to maintain a high level of trust and integrity by and between GPEC and the Economic Development Directors of GPEC member communities, utilizing differing views as an opportunity to learn.
13. When conducting market intelligence initiative objective, GPEC staff will coordinate with EDDT to ensure coordination and communication.
14. When a Prospect Information Form (PIF) is issued by the state economic development agency GPEC will coordinate the region's response. All PIF submissions will be directed to GPEC's attention and GPEC will assemble the response and return to the state economic development agency.
15. It is understood GPEC will or may host annual executour(s) and/or other marketing familiarization tour(s) to promote the regional communities. GPEC will make every attempt to provide as much interaction time between the executour guests and EDDTs. It is understood EDDTs will inform GPEC of any upcoming executour(s) and/or other marketing familiarization tours scheduled by their office.
16. Partners agree to enter into a mediation process if there is evidence that this Protocol has not been observed in a material respect or a professional conflict arises that cannot be settled. This mediation process will be convened by the EDDT Chair, who may, at his/her discretion, consult or involve GPEC's President and CEO in addition to others with topical expertise central to the conflict.

**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 06/15/21	AGENDA ITEM: 6.B. Amendment to Care1st Health Plan Treat and Refer Agreement
DATE PREPARED: 06/15/21	DISTRICT NO.:
STAFF LIAISON: Bill Stockley, Interim Fire Chief, (623) 349-6719, bstockley@buckeyeaz.gov	
DEPARTMENT: Fire	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on the First Amendment to Care1st Health Plan Arizona, Inc. Ancillary Services Agreement between the City of Buckeye, an Arizona municipal corporation, through its Fire - Medical - Rescue Department, and Care1st Health Plan Arizona, Inc., an Arizona corporation.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

SUMMARY

PROJECT DESCRIPTION:

Council previously approved the agreement between Care1st Health Plan Arizona, Inc. and the City of Buckeye Fire-Medical-Rescue Department on April 6, 2021, for the purpose of offering the Department's Treat and Refer Program and Community Paramedicine Program to members of the Care1st Health Plan Network. The Ancillary Compensation and Covered Services document listed \$203.80 as the billable rate to AHCCCS providers. The department requests an amendment to the document to reflect Treat and Refer services will be billed at 100 percent of the billable rate (currently, \$203.80). This change will allow the department to continue billing AHCCCS providers without interruption in the event the billable rate decreases or increases. There are no other amendments to this Agreement.

Care1st Health Plan is an authorized provider for members of AHCCCS.

AHCCCS recently has approved the Treat & Refer Program and billing codes which allow certified emergency medical services agencies (BFMRD is certified through AZDHS) to bill AHCCCS as well as their authorized managed care organizations for any 911 incident in which the patient was referred to another medical provider in lieu of the hospital/emergency room the current amount of \$203.80 (Assuming all DHS requirements are met of course).

The contract simply solidifies terms and processes in which the Fire Department (on behalf of the City) can bill this particular insurance company.

The Addendum is necessary because Care1st is experienced in contracting with other private medical providers (doctor's offices, urgent care facilities, etc.). Treat & Refer is such a new program that insurance companies and even AHCCCS themselves have trouble modifying their contracts to meet the

legal requirements and practicalities of dealing with a municipality. It became clear that the easiest and most clear method for dealing with these contracts was to draft a short addendum which we can use on any of these contracts which includes terms that we require as a City and clarifies any other terms and processes in the main agreement that don't work for the City in general.

Treat & Refer services are offered at the scene of 911 calls wherein it is determined (based on criteria offered by the Department of Health Services) that the patient does not require transport to an emergency department but rather can be referred to an alternative provider such as a primary care physician or urgent care facility. For these incidents, BFMRD can bill AHCCCS providers 100% of the billable rate (currently \$203.80).

BENEFITS:

Treat & Refer will allow BFMRD to bill for services rendered and recoup a portion of the costs associated with responding to 911/Emergency Medical Services calls.

FISCAL YEAR:

2021-2022

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

[First_Amendment_to_Care1st_Health_Plan_Ancillary_Services_Agreement_06.09.2021.pdf](#)
[Care1st Approved 04.06.2021.pdf](#)

**FIRST AMENDMENT TO CARE1ST HEALTH PLAN ARIZONA, INC.
ANCILLARY SERVICES AGREEMENT**

This First Amendment to the Ancillary Services Agreement (the “Amendment”) between Care1st Health Plan Arizona, Inc., an Arizona corporation, (“Plan”), and the City of Buckeye, Arizona, an Arizona municipal corporation, through its Fire - Medical – Rescue Department (“Provider”) is made and effective this 15th day of June, 2021. Plan and Provider may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Plan executed and entered that certain Ancillary Services Agreement (the “Agreement”) with Provider on April 6, 2021, to provide or arrange for the provision of certain Covered Ancillary Services to Arizona Health Care Cost Containment System (“AHCCCS”) Members enrolled with Plan (“Plan Members”); and,

WHEREAS, at the time the Agreement was entered into, Attachment “A,” Ancillary Compensation and Covered Services, listed \$203.80 as the billable rate to AHCCCS providers; and,

WHEREAS, the billable rate should have been listed as one hundred percent (100%) of the allowable billable rate to allow Provider to continue billing AHCCCS providers without interruption in the event the billable rate decreases or increases; and,

WHEREAS, Plan and Provider desire to correct Attachment “A” to conform to this change in the listed rate.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. Attachment “A,” Ancillary Compensation and Covered Services to the Agreement is amended to read as follows:

**ATTACHMENT A
ANCILLARY COMPENSATION AND COVERED SERVICES**

Payment for Covered Health Care Services (which are prior authorized, if required) provided by Provider to Plan Members shall be based on the lesser of the Plan’s Fee Schedule defined below or Provider’s charges, less any applicable Co-Payments, Deductibles and Coinsurance.

Proc	Mod	Procedure Description	Rate
A0998	UA	Treat at home, refer to PCP/specialist	100%
A0998	UB	Treat at home, refer to Crisis Response	100%
A0998	UC	Treat at home, refer to BH Provider	100%
A0998	UD	Treat at home, refer to Urgent Care	100%
A0998	-	Response & Treat – No Transport	100%

2. All other terms and conditions of the Agreement dated April 6, 2021, remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date and year first set forth above.

“CITY”/“PROVIDER”

CITY OF BUCKEYE,

an Arizona municipal corporation

By: _____
Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

“CARE1ST”/“PLAN”

CARE1ST HEALTH PLAN ARIZONA INC.,

an Arizona corporation

By: _____

Name: _____

Title: _____

**CARE1ST HEALTH PLAN ARIZONA, INC.
ANCILLARY SERVICES AGREEMENT**

**THIS AGREEMENT IS SUBJECT TO THE APPROVAL OF THE ARIZONA HEALTH
CARE COST CONTAINMENT SYSTEM**

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Care1st Ancillary Services Agreement

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**CARE1ST HEALTH PLAN ARIZONA, INC.
ANCILLARY SERVICES AGREEMENT**

This Ancillary Services Agreement ("Agreement") is made and entered into on April 6, 2021 by and between Care1st Health Plan Arizona, Inc., an Arizona corporation, ("Plan"), and the City of Buckeye, Arizona, an Arizona municipal corporation, through its Fire - Medical - Rescue Department ("Provider").

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

By: _____

Scott Cummings
Chief Administrative Officer

Date



Signature

Eric W. Orsborn

Printed Name

Mayor

Title

Buckeye Fire Medical Rescue Department

Address for Plan Notices:

Care1st Health Plan Arizona, Inc.
Attention: Director, Provider Network
Operations
1870 W. Rio Salado
Tempe, AZ 85281

Contracting Entity/Group Name

866000236

Contracting Entity/Group Tax I.D.

April 6, 2021

Date

Address for Provider Notices:

Buckeye Fire Medical Rescue

21699 W. Yuma Rd., Ste 101

Buckeye, AZ 85326

RECITALS

- A. WHEREAS, Plan has entered into a Contract with the Arizona Health Care Cost Containment System (hereinafter “AHCCCS”) to provide or arrange for certain health care services to Members eligible through a program administered and/or regulated by AHCCCS (hereinafter “AHCCCS Members”);
- B. WHEREAS, Plan desires to enter into contracts with licensed and experienced health care providers to provide or arrange for the provision of Covered Services to Plan Members;
- C. WHEREAS, Provider is licensed and in good standing under the laws of the State of Arizona.
- D. WHEREAS, Plan and Provider desire to enter into this Agreement for Provider to provide or arrange for the provision of certain Covered Ancillary Services to AHCCCS Members enrolled with Plan (hereinafter “Plan Members”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration the receipt of which is hereby acknowledged, the parties, having freely negotiated all provisions herein, agree as follows:

ARTICLE I DEFINITIONS

The following terms shall have the following meanings for purposes of this Agreement:

- 1.1 “Adverse Action/Decision” means (1) any action (such as a claim denial) from which a provider may file a grievance, or (2) an action such as a denial of authorization from which a Member can file an appeal and subsequent request for hearing.
- 1.2 “Ancillary Services” means those Covered Health Care Services necessary to the diagnosis and treatment of Plan Members, including, but not limited to, ambulance, ambulatory or day surgery, urgent care services, skilled nursing facility, home health services, durable medical equipment, imaging services, laboratory, pharmacy, physical or occupational therapy, Emergency Services, infusion and enteral therapies, and other services customarily deemed ancillary.
- 1.3 “AHCCCS” means the Arizona Health Care Cost Containment System, as authorized by A.R.S. § 36-2901 et seq., which is composed of the Administration, contractors, and other arrangement through which health care services are provided to a member.

- 1.4 “Appeal” means a disagreement by a Member with a Plan action/adverse decision such as denial of authorization. A Member may request a hearing if dissatisfied with the Plan’s decision on the appeal.
- 1.5 “Attachment(s)” means the attachments, numbered A and B to this Agreement which are incorporated herein as if set forth in full.
- 1.6 “Authorization” means the process by which the Plan is notified of and authorizes the type and extent of Covered Health Care Services in advance of the actual delivery of those services. Services requiring Authorization are set forth in the Provider Services Manual or Plan policies and procedures.
- 1.7 “Clean Claim” means a claim that can be processed without obtaining additional information from the provider of the service or from a third party. It does not include a claim from a provider who is under investigation for fraud or abuse, or a claim under review for medical necessity.
- 1.8 “Co-payment” means the cost payable by or on behalf of a Plan Member at the time certain Covered Services are rendered. Co-payments are a specific dollar amount established by AHCCCS in accordance with state law. Co-payment amounts for Covered Health Care Services to Plan Members (if applicable) are set forth in the Provider Services Manual. Nominal Co-payments are optional and services can not be refused if Plan Member is unable to pay. Mandatory Co-payments also known as hard Co-payments permit providers to deny services to Plan Members who are unable to pay.
- 1.9 “Covered Health Care Services” means those health care services and supplies covered under a Plan Contract. Covered Services for Plan Members may differ. Covered Services includes Covered Ancillary Services.
- 1.10 “Covered Ancillary Services” means those Covered Services necessary to the diagnosis and treatment of Plan Members, including, but not limited to, ambulance, ambulatory or day surgery, durable medical equipment, imaging services, laboratory, pharmacy, physical or occupational therapy, skilled nursing facility, home health care, infusion and enteral therapies, Emergency Services, medical transportation, and other services customarily deemed ancillary, that are set forth in Attachment A and are to be provided to, or arranged for, Plan Members by the Provider.
- 1.11 “Emergency Medical Condition” means a medical condition manifesting itself by the sudden onset of symptoms of acute severity, which may include severe pain, such that a reasonable person would expect that the absence of immediate medical attention could result in (1) placing the member’s health in serious jeopardy, (2) serious impairment to bodily functions, or (3) serious dysfunction of any bodily organ or part.
- 1.12 “Emergency Services and Care” means medical screening, examination, and evaluation by a physician, or, to the extent permitted by applicable law, by other appropriate personnel under the supervision of a physician, to determine if an Emergency Medical Condition or

Active Labor exists and, if it does, the care, treatment, and surgery by a physician necessary to relieve or eliminate the Emergency Medical Condition, within the capability of the facility. It also means, but only when such services are a covered benefit under a Plan Contract, an additional screening, examination, and evaluation by a physician, or other personnel to the extent permitted by applicable law and within the scope of their licensure and clinical privileges, to determine if a psychiatric Emergency Medical Condition exists, and the care and treatment necessary to relieve or eliminate the psychiatric Emergency Medical Condition, within the capability of the facility.

- 1.13 “EPSDT” means Early and Periodic Screening, Diagnosis, and Treatment services for persons under twenty-one (21) years of age as described in the Arizona Administrative Code R9-22, article 2.
- 1.14 “Grievance” means 1) a Member complaint that initiates an administrative Plan review that does not involve a hearing, 2) a provider complaint/disagreement with a Plan action such as a claim denial. A provider may request a hearing if dissatisfied with the Plan grievance decision.
- 1.15 “Health Professional” means any nurse/physician extender (e.g., nurse practitioner, physician assistant) and other allied health professional, including but not limited to a health educator, dietician, laboratory technologist, audiologist, speech pathologist, psychologist, podiatrist, dentist, chiropractor, physical therapist, occupational therapist, clinical social worker, optometrist or dispensing optician, who is licensed by the State of Arizona and who provides certain Covered Services to Plan Members through an agreement with Plan.
- 1.16 “Medically Necessary” means those Covered Health Care Services provided by a Plan Provider that meet the following criteria:
- (1) Provided for the diagnosis or the direct care and treatment of a medical condition, illness or injury;
 - (2) Appropriate for the symptoms, consistent with diagnosis, and otherwise in accordance with generally accepted medical practice and professional recognized standards;
 - (3) Not furnished primarily for the convenience of the Plan Member, the attending physician or other provider of services; and
 - (4) Performed at the most appropriate level that is safe and effective to the Plan Member’s medical condition.
- 1.17 “Out-of-Area” means that area which is considered to be outside the Plan’s AHCCCS approved Service Area.
- 1.18 “Plan Contract(s)” mean(s) the written agreement(s) between Plan and AHCCCS which provides coverage for Covered Services to be provided to Plan Members.

- 1.19 “Plan Hospital” means any institution licensed in Arizona and certified for participation under Medicare and Medicaid as an acute care hospital that provides certain Covered Health Care Services to Plan Members through an agreement with Plan.
- 1.20 “Plan Member” means a person certified as eligible for coverage under a Plan Contract who has enrolled in Plan.
- 1.21 “Plan Physician” means a physician duly licensed to practice medicine or osteopathy in accordance with applicable Arizona law who has entered into an agreement with Plan, or a Plan Provider, to provide Covered Health Care Services to Plan Members.
- 1.22 “Plan Providers” means the physicians, hospitals, skilled nursing facilities, home health agencies, pharmacies, ambulance companies, laboratories, X-ray facilities, laboratories, durable medical equipment suppliers and other licensed health care entities or professionals which or who provide Covered Services to Plan Members through an agreement with Plan, a Primary Care Physician, a Plan Hospital, or another Plan Provider.
- 1.23 “Primary Care Physician” or “PCP” means a Plan Physician, chosen by or for a Plan Member, who is primarily responsible for providing initial and primary care to the Plan Member, for maintaining the continuity of the Plan Member's care, for providing Primary Care Services and for initiating referrals for other Covered Health Care Services for the Plan Member. PCPs include general and family practitioners, internists, pediatricians, and primary care obstetricians/gynecologists.
- 1.24 “Provider Services Manual” means documentation of the and description of the Plan’s Quality Management and Utilization Management Programs, Covered Health Care Services, Plan Member Grievance and Appeal Policy and Procedures, Provider Grievance Policy and Procedures, Claims Submission and Encounter Data Reporting Requirements, Member Enrollment and Assignment Procedures, and other aspects of the AHCCCS program and AHCCCS and Plan requirements, as amended by Plan from time to time.
- 1.25 “Quality Management Program” means Plan’s program designed to review and manage the quality of care provided to Plan Members.
- 1.26 “Service Area” means the geographical area comprised of those areas that have been approved as part of the Plan service area by AHCCCS.
- 1.27 “Utilization Management Program” means Plan’s program designed to review and manage the utilization of Covered Health Care Services provided to Plan Members.

ARTICLE II PLAN RESPONSIBILITIES

- 2.1 Plan shall perform the administrative, operations, enrollment, Plan Member services, marketing, Quality Management, Utilization Management, regulatory compliance and reporting functions appropriate and necessary for the administration of Plan and this Agreement.
- 2.2 Plan shall ensure that each Plan member selects or is assigned to a Primary Care Physician to provide and make available Covered Health Care Services to Plan Members.
- 2.3 Plan shall verify Plan Member eligibility and the scope of Covered Ancillary Services the Plan Member is eligible to receive from upon request from Provider.
- 2.4 Plan shall compensate Provider for Covered Ancillary Services provided to Plan Members under this Agreement as fully described in Article IV below.
- 2.5 Plan shall monitor the quality of health care provided to Plan Members in accordance with the policies and procedures set forth in the Provider Manual and all applicable legal requirements.
- 2.6 Plan shall monitor and evaluate accessibility of care and address problems that develop, which shall include, but not be limited to, waiting time and appointments, and Plan's standards of accessibility and availability.

ARTICLE III PROVIDER RESPONSIBILITIES

- 3.1 Provider shall maintain all licenses required by law to operate its agency, facilities and all certifications necessary for Provider to participate in Medicare and Medicaid. Provider agrees to notify Plan promptly in the event any action is taken against any such licenses or certifications.
- 3.2 Provider shall provide or arrange for the provision of Covered Ancillary Services set forth in Attachment A to Plan Members.
- 3.3 Provider shall collect all applicable co-payments from Plan Members as set forth in the Provider Services Manual.
- 3.4 Provider shall cooperate and comply with the policies and procedures developed by Plan and AHCCCS, including the AHCCCS Medical Policy Manual (AMPM), EPSDT program requirements, the Plan Provider Services Manual, and including, but not limited to, policies with respect to required referral and linkage systems for behavioral health to the responsible Regional Behavioral Health Authority ("RBHA"), Arizona Children Rehabilitative Services ("CRS"), Indian Health Services ("IHS"), in accordance with the

requirements of AHCCCS. Provider shall ensure that appropriate case management and continuity of care between Provider and these respective health care providers and agencies to which Plan Member may be referred to is maintained.

- 3.5 Except with respect to Emergency Services or any other services specifically set forth in the Provider Services Manual, Provider shall not refer a Plan Member to another provider for any Covered Health Care Services without first securing the Plan's Authorization. Provider shall comply with the Referral Procedures (included in the Provider Services Manual) in effect at the time of referral and shall not directly or indirectly engage in self-referral or any other method of referral not specifically authorized by the Referral Procedures in effect. Should a Provider fail or refuse to comply with the Referral Procedures, Plan may, in addition to any other right or remedy under this Agreement, retain from any amounts owed to Provider by Plan, amounts paid by Plan for such referred services to the other providers. Provider shall use his/her best effort, consistent with sound medical practice, to refer members only to Plan Providers for Covered Health Care Services.
- 3.6 Provider agrees to accept as payment in full for Covered Ancillary Services the compensation set forth in Article IV of this Agreement. Provider agrees that, whether or not there is any unresolved dispute for payment, under no circumstances shall Provider, directly or indirectly, make any charge or claim against any Plan Member for Covered Ancillary Services. Provider may bill Plan Members for services that are not AHCCCS Covered Services only if the Provider has, (a) prepared and provided the member with a document that lists the requested services and the estimated cost of each service, and (b) the member signed the document prior to the provision of services indicating that the member understood and accepted the responsibility for payment.

Provider shall provide Covered Ancillary Services to Plan Members with the standard of care, skill and diligence consistent with professionally recognized standards of care. Provider shall provide or arrange for the provision of Covered Ancillary Services to Plan Members in the same manner and in accordance with the same standards, and with the same time availability as it provides or arranges for the provision of Covered Ancillary Services and other services and supplies to all of its other recipients of Covered Ancillary Services. In no instances will the Provider penalize participating providers for authorizing appropriate medical care and referrals.

Provider shall not discriminate against any Plan Member on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age or mental or physical handicap.

Provider shall comply with all Plan administrative policies and procedures (including the AHCCCS Minimum Subcontract Provisions), as described in the Provider Services Manual and amended from time to time, as well as with all applicable state and federal laws and regulations relating to the delivery of Covered Ancillary Services.

Provider shall ensure that the employees and Health Professionals employed by or under contract with Provider shall be appropriately licensed to provide health care services in the State of Arizona and have met and continue to meet all applicable state laws, regulations and Plan standards of care. Provider shall submit evidence of such qualifications to Plan upon request.

Provider agrees to cooperate with and abide by the Claims Processing, Encounter Submission, Prior Authorization, Utilization Management, Quality Management, Grievance and Appeal, Peer Review and Audit policies and procedures of Plan and AHCCCS and to comply with all final determinations rendered pursuant to such policies and procedures. Provider may grieve adverse determinations in accordance with the procedures established by Plan. In no instance will Plan penalize Plan Providers for authorizing appropriate care and referrals.

Provider shall schedule appointments for Members in a timely manner and maintain appropriate Emergency and on call services. THE PARTIES UNDERSTAND THAT PROVIDER IS A MUNICIPAL FIRE, MEDICAL, AND RESCUE DEPARTMENT OFFERING EMERGENCY CARE, TREAT AND REFER PROGRAM, AND COMMUNITY PARAMEDICINE PROGRAM SERVICES IN ACCORDANCE WITH STATE LAW. PROVIDER IS NOT A PRIMARY CARE PROVIDER AND DOES NOT HAVE A PRINCIPAL LOCATION FOR PROVIDING SERVICES TO MEMBERS. PROVIDER WILL TYPICALLY RENDER AT-HOME SERVICES. PROVIDER SHALL ESTABLISH SCHEDULES FOR SERVICES AND WORK AS IT DEEMS REASONABLE AND APPROPRIATE.

Provider shall ensure that a medical record is established and maintained for each Plan Member. Plan Member medical records shall contain information normally included in accordance with generally accepted medical practices. Provider shall facilitate the sharing of medical information with other Plan Providers in cases of authorized referrals, subject to federal and state laws regarding confidentiality of medical records. Provider shall make such records available to authorized Plan personnel to conduct Utilization Review and Quality Management Program functions.

Provider shall comply with drug formularies and policies proposed by Plan. Provider acknowledges the authority of Plan contracting pharmacists to substitute generics for trade name drugs unless a Plan Physician writes “dispense as written” on the prescription form.

Provider shall not ask the Plan to terminate a Plan Member or transfer a Plan Member to another Plan Provider because of Plan Member’s medical condition. Provider may request termination or transfer of a Plan Member for reasonable cause.

Provider agrees to comply with all Plan and AHCCCS financial reporting requirements.

Provider acknowledges and agrees to comply with all performance standards (including the AHCCCS Minimum Subcontract Provisions), policies and procedures as may be adopted or amended from time to time by the Plan in accordance with the Plan contract, or as may be required by AHCCCS, including the AHCCCS Medical Policy Manual (AMPM). In the event AHCCCS imposes sanctions upon Plan due to Provider’s non-compliance with Plan or AHCCCS performance standards, policies, and procedures Plan may require Provider to compensate Plan for said sanctions, including withholding the amount of any such sanction from Plan payment to Provider.

Provider shall participate in and comply with the performance standards, policies, procedures, and programs established from time to time by AHCCCS and Plan with respect to cultural and linguistic services, including without limitation, attending training programs, and collecting and furnishing cultural and linguistic data to the Plan and AHCCCS.

Provider agrees to abide by the compliance policies and applicable standards of conduct in the Anti-Fraud Plan established by Plan in compliance, to the extent that they directly or indirectly bear upon the subject matter of this Agreement.

Provider agrees to participate in and authorize disease management services, conducted in coordination with the care provided by the Provider and any other treating Provider, by the Plan or a disease management entity contracted by the Plan. Provider also agrees to permit the Plan or a disease management entity contracted by the Plan, to review and make copies of all necessary medical records of those Plan Members in the Plan's Disease Management Program.

Provider and Health Professionals shall at all times be registered with AHCCCS as an authorized AHCCCS provider in good standing. Provider may not provide or bill for services if not registered with AHCCCS.

Provider understands that AHCCCS will place certain obligations upon Plan regarding the quality of care received by Plan Members, and AHCCCS and Plan shall have the right to oversee and review the quality of care administered to Plan Members. Provider agrees to cooperate with Plan's Medical Director and the AHCCCS in their review of the quality of care administered to Plan Members. Provider further agrees to participate in any Plan Member grievance and/or appeal procedures, upon the request of Plan or AHCCCS.

3.23 Provider shall comply with federal and state law regarding advance directives for adult members including:

- 1) Maintain written policies that address the rights of adults members to make decisions about medical care, including the right to accept or reject medical care, and the right to execute an advance directive. If the provider has a conscientious objection to carrying out an advance directive, it must be explained in the policies.
- 2) Provide written information to adult members regarding each individual's right under state law to make decisions about medical care, and the provider's written policies concerning advance directives (including any conscientious objections).
- 3) Document in the member's medical record whether the adult member has been provided the information and whether an advance directive has been executed.
- 4) Not discriminate against a member because of his or her decision to execute or not to execute an advance directive, and not make it a condition for the provision of care.
- 5) Provide education to staff on issues concerning advance directives including notification of direct care providers of services, such as home health care and personal care, of any advance directives executed by members to whom they are assigned to provide services.

3.24 Provider shall meet with Plan staff on a monthly basis or when requested by Plan to discuss and resolve service-related issues.

3.25 Provider shall maintain adequate coverage of bilingual staff to service Plan Members. All written materials supplied to Plan Members must be available to the Plan Member in both English and Spanish languages. This shall include but is not limited to training materials and patient satisfaction surveys.

3.26 Provider shall generate monthly reports of all utilization by HCPCS code in both dollar and unit values. These reports shall be produced in both Member and physician order and be in a format acceptable to Plan.

- 3.27 Provider at no time shall engage in the practice of solicitation of Plan Members without Plan's prior written consent. For purposes of this Agreement, solicitation shall mean any action by Provider to encourage or persuade a Plan Member to discontinue his/her relationship with Plan. Upon member request, Solicitation of Member shall not prohibit Provider from notifying Plan Members of Provider's participation status with other AHCCCS contractors.

ARTICLE IV COMPENSATION

- 4.1 Regardless of the payment or reimbursement method, for every Covered Health Care Service for which the Provider seeks reimbursement on behalf of itself and all Plan Providers, Provider agrees to submit a Clean Claim to Plan on a properly executed, current CMS 1500 or UB-04 form, as applicable, or an approved electronic format, and an itemized statement upon request of Plan, within six months from the date of service, whether Fee-For-Service or capitated. Plan agrees to pay Provider within AHCCCS claims payment timeliness guidelines, unless a different timeline is set forth in Attachment A.
- 4.2 Provider shall obtain necessary Authorization for Plan Member Covered Ancillary Services and shall not bill, or attempt to collect from a Plan Member for services rendered, including where Plan fails to pay for such services, and services that are determined not to be Medically Necessary or not to be Covered Ancillary Services, except as specifically set forth in Section 4.4.
- 4.3 Provider agrees to accept the compensation paid for Covered Ancillary Services hereunder, and any applicable co-payments the collection of which is solely the responsibility of the Provider, as payment in full. At no time shall Plan reimburse an amount that exceeds Provider's billed charges. Provider agrees that whether or not there is any unresolved dispute for payment, under no circumstances, except those specifically set forth in Section 4.4, shall Provider directly or indirectly, make any charge or claim against any Plan Member for Covered Health Care Services, and that this provision shall survive termination of this Agreement whether by rescission or otherwise.
- 4.4 Provider may bill Plan Members only if, 1) the Provider first receives verification from AHCCCS or the Plan that the person claiming to be AHCCCS eligible was ineligible for AHCCCS on the date of service, or 2) the services provided were not AHCCCS Covered Services and the Provider has both, (a) prepared and provided the Plan Member (or parent or guardian if a minor) with a document that lists the requested services and the estimated cost of each service, and (b) the Plan Member (or parent or guardian if a minor) signed the document prior to the provision of services indicating that the Plan Member (or parent or guardian if a minor) understood and accepted the responsibility for payment, or 3) the services provided are in excess of AHCCCS limits defined in state and federal law, or 4) Plan Member has a mandatory Co-payment for the service in question.

- 4.5 Provider agrees that in no event, including but not limited to nonpayment by Plan, Plan's insolvency or Plan's breach of this Agreement, shall any Plan Member be liable for any sums owed by Plan and, neither Provider nor its agent, trustee, assignee, or any subcontractor rendering Covered Ancillary Services to Plan Members pursuant to this Agreement shall bill, charge, collect a deposit or other sum or seek compensation, remuneration or reimbursement from, or maintain any action at law or have any other recourse against, or make any surcharge upon, a Plan Member or other person acting on a Plan Member's behalf to collect sums owed by Plan. If Plan receives notice of any surcharge upon a Plan Member, it shall take appropriate action, including but not limited to terminating this Agreement for cause and requiring that Provider provide the Plan Member with an immediate refund of such surcharge.
- 4.6 For a Claim to be considered a "Clean Claim" for purposes of claim adjudication, at a minimum, the Claim shall be submitted legibly and error-free in the most current electronic format or paper claim form. The completed claim form shall include all AHCCCS required fields and information as directed by Plan. Failure to submit any of the required claim information and data, failure to respond to a request from Plan for additional information or data, or failure to comply with Authorization requirements within the described time period may result in delay or denial of payment.
- 4.7 Through retrospective review, Plan shall ensure that services rendered were Medically Necessary Covered Health Care Services, provided in compliance with AHCCCS Medical Policy Manual (AMPM) guidelines and medical standards of care, and substantiated with documentation supporting the level of services billed as specified by AHCCCS regulations. Plan shall deny any claim not satisfying these criteria. Plan shall conduct retrospective review on both a pre-payment and post-payment basis. Plan may deduct the amount of erroneous payments from future payments to Provider or demand repayment from Provider.
- 4.8 Plan's date of receipt of claims is the date the claim was received by Plan as indicated by the date stamp on the claim and the claim reference number. Claims will be considered paid on the date indicated on disbursement checks. Denied claims will be considered adjudicated on the date of their denial. Claims that are denied and are resubmitted will receive new date stamps, unless the initial claim submission did not contain the requirements and elements specifically set forth in the Agreement, AHCCCS requirements, and applicable state law and regulation. Claims denied for additional supporting documentation from Provider shall receive a new date stamp upon receipt of the additional documentation.
- 4.9 Duplicate or Erroneous Payments. Provider agrees to refund promptly to Plan any payment incorrectly collected from Plan for Services for which another carrier or entity has or should have primary responsibility. In the event of any overpayment, erroneous payment, duplicate payments or other payment of an amount in excess of which Provider is entitled, Plan may, in addition to any other remedy, recover the same by offsetting the amount overpaid against current and future reimbursements due Provider.

- 4.10 Coordination of Benefits. Plan is the payer of last resort and Provider shall identify and first bill other third-party carriers or insurers.

If Plan Member has third-party coverage, including, but not limited to Part A or Part B Medicare, Provider shall identify and seek such payment before submitting claims to Plan in accordance with the following:

1. Provider shall include a completed copy of the third-party carrier's explanation of benefits (EOB) or remittance advice (RA) when submitting a claim for a non-capitated service for the balance due under non-duplication of benefits. A claim, plus a completed copy of the third-party carrier's EOB or RA for any balance due, must be initially received by Plan within sixty (60) days from the date of the third-party carriers EOB or RA or one hundred eighty (180) days from the date of service, whichever is greater.
 2. The allowed amount shall be based upon the lesser of the Plan's or third-party carrier's Fee Schedule, less the paid amount by the third-party carrier(s); any remaining balance shall be paid by Plan as coordination of benefits.
 3. In the event Provider identifies any third party source of payment or liability, Provider shall immediately notify Plan of such source.
- 4.11 Claims Resubmission. Provider may resubmit claims that have been denied or adjudicated by Plan. Claim resubmissions must be received by Plan within 12 months of the date of service or eligibility posting date or 60 days from the date of the recoupment, or 60 days from the date of primary carrier's remittance advice, whichever is later. Plan will re-adjudicate claims resubmitted by Provider only if an initial claim has been filed within the described submission deadline. Claim resubmissions shall be designated as such and shall consist of the following: copy of claim, copy of Plan remit, supporting documentation; and written explanation as to reasons for resubmission.
- 4.12 The obligations set forth in this Article IV shall survive termination of this Agreement regardless of the cause giving rise to such termination and shall be construed for the benefit of Plan Members, and the provisions of this Article IV shall supersede any oral or written agreement to the contrary now existing or hereafter entered into between Provider and any Plan Member or any persons acting on their behalf.

ARTICLE V UTILIZATION AND QUALITY MANAGEMENT PROGRAMS

- 5.1 Plan shall establish a Utilization Management program to review the medical necessity of Covered Ancillary Services furnished by Provider to Plan Members on an inpatient and outpatient basis. Such program will be established by Plan, subject to approval by

AHCCCS, as necessary. This program shall include all elements covered in the Plan's Provider Manual, which may be amended from time to time by Plan. In addition, any Utilization Management program required by AHCCCS shall also be deemed to be applicable under the terms and conditions of this Section. Provider shall comply and cooperate with, and, subject to Provider's rights of appeal, shall be bound by such Utilization Management programs. If requested, Provider shall consider serving on the Utilization Management Committees of such programs in accordance with the procedures established by Plan. Failure to comply with requirements of the Utilization Management programs may be deemed by Plan to be a material breach of this Agreement, and may, at Plan's option, be grounds for termination of this Agreement.

- 5.2 Provider agrees that decisions of a Plan designated Utilization Management Committee may be used to deny Provider payment hereunder for those Covered Ancillary Services provided to a Plan Member which are determined to be medically unnecessary or for which Provider failed to receive a prior written Authorization in accordance with Plan's Referral/Authorization Procedures. In no instance will Plan penalize Plan Physicians for authorizing appropriate medical care and referrals. All documents and information received or obtained by Provider during its activities pursuant to this Section shall be held confidential by Provider during and after the term of this Agreement and shall not be disclosed to any person without the prior written consent of Plan.
- 5.3 Plan shall establish a Quality Management program to review the medical appropriateness and quality of Covered Ancillary Services furnished by Provider to Plan Members. Such program will be established by Plan, subject to approval by AHCCCS, as necessary. This program shall include all elements covered in the Plan's Quality Management manual, which may be amended from time to time by Plan, AS APPLICABLE TO PROVIDER'S TREAT AND REFER AND COMMUNITY PARAMEDICINE SERVICES. In addition, any Quality Management program required by the conditions or provisions of AHCCCS shall also be deemed to be applicable under the terms and conditions of this Section. Provider shall comply and cooperate with, and, subject to Provider's right of appeal, shall be bound by such Quality Management programs. If requested, Provider shall consider serving on the Quality Management Committees of such programs in accordance with the procedures established by Plan. Failure to comply with the requirements of the Quality Management programs may be deemed by Plan to be a material breach of this Agreement, and may, at Plan's option, be grounds for termination of this Agreement. All documents and information received or obtained by Provider during its activities pursuant to this Section shall be held confidential by Provider during and after the term of this Agreement and shall not be disclosed to any person without the prior written consent of Plan.
- 5.4 Nothing in this Agreement shall be construed to prohibit any of the following:
 - a. Communications necessary or appropriate for the delivery of health care services
 - b. Communications to Members regarding treatment alternatives regardless of the provisions or limitations of the Member's coverage
 - c. Communications to Members regarding applicable rights to appeal coverage determinations; or

- d. Communications to identify the type of reimbursement arrangement under which Provider is compensated for Covered Services under this Agreement (i.e., fee-for-service, capitation, etc.), excluding any communications with regard to the applicable rates of reimbursement.

Provider agrees to provide AHCCCS, CMS (Centers for Medicare and Medicaid Services), NCQA and Plan with access to Plan Member's medical records (a HIPAA allowed disclosure) and to maintain confidentiality of Member information and records as required pursuant to this Agreement and HIPAA regulations.

- 5.5 Nothing in this Agreement, including Provider's participation in the Utilization Management and Quality Management programs shall be construed to interfere with or in any way affect Provider's obligation to exercise independent medical judgment in rendering health care services to Plan Members, nor shall this Agreement change or alter any clinical relationship which exists or may come to exist between Provider and a Plan Member. Provider shall have the same duties, liabilities and responsibilities to Plan Members as exist generally between a patient and medical provider. Provider shall exercise its best medical judgment in the treatment of Plan Members and discussing medical treatment options with Plan Members. Payment determinations by Plan shall not be construed as a directive from Plan that medically necessary treatment should be withheld. At no time shall any Plan or Provider be financially and/or otherwise incented to make medical decisions that may deny, limit or discontinue any medically necessary services to a Plan Member.

ARTICLE VI REGULATORY COMPLIANCE

- 6.1 Plan and Provider are subject the State Arizona laws, regulations and AHCCCS Policies and Procedure and any provisions required to be in this Agreement by any of the above, as amended from time to time, shall bind the parties whether or not provided in this Agreement. Plan and Provider are also subject to all applicable federal laws and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA"), and shall comply with all said laws and regulations, as amended from time to time.
- 6.2 Plan is also subject to Plan Contract(s) between the Plan and AHCCCS, as amended from time to time. Any provisions required to be in this Agreement by these Plan Contracts, as amended, shall bind both parties whether or not provided in this Agreement. This includes compliance with all AHCCCS provider manuals and policy guidelines, including the AHCCCS Minimum Subcontract Provisions found on the AHCCCS public website, and any amendments thereto, all of which are incorporated by reference into this Agreement.
- 6.3 Nothing set forth in the Agreement shall be deemed to amend, interpret, construe or otherwise affect in any way the Plan Contracts, as amended from time to time. To the extent there are any inconsistencies or contradictions between this Agreement and the Plan Contracts, the terms and provisions of the Plan Contracts shall prevail and control.

- 6.4 Provider acknowledges and agrees that in the event AHCCCS imposes sanctions or penalties upon Plan due to Provider or Plan Providers or other employee's non-compliance with Plan or AHCCCS performance standards, policies, and procedures Plan may require Provider to compensate Plan for said sanctions, including withholding the amount of any such sanction from Plan payment to Provider.
- 6.5 Plan and Provider agree that each shall comply with all applicable municipal and county ordinances and regulations, and all applicable state and federal statutes and regulations now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matter of this Agreement.
- 6.6 Provider agrees to permit Plan, AHCCCS, the United States Department of Health and Human Services ("DHHS"), or their authorized representatives, to inspect, examine or copy, at all reasonable times upon demand, all books, records and other papers relating to the provision of Covered Ancillary Services rendered by or through Provider under this Agreement, to the cost thereof, to the amount of any payments received therefor from Plan Members, or from others on such Plan Members' behalf and to the financial condition of Provider.
- 6.7 Provider agrees to maintain, in a form in accordance with the general standards applicable to such book or record keeping at Provider's place of business or at such other mutually agreeable location in Arizona, the books, records and other papers provided for herein for at least five (5) years from the date of the close of the AHCCCS's fiscal year in which this Agreement is in effect, and that such obligation shall not terminate upon termination of this Agreement, whether by rescission or otherwise.
- 6.8 Provider shall preserve and make available, at no cost, all records for a period of five years from the date of final payment under this Agreement unless a longer period of time is required by law. For retention of patient medical records, Provider shall ensure compliance with A.R.S. §12-2297 which provides, in part, that a health care provider shall retain patient medical records according to the following:
1. If the Plan Member is an adult, Provider shall retain the patient medical records for at least six (6) years after the last date the adult patient received medical or health care services from that provider.
 2. If the Plan Member is under 18 years of age, Provider shall retain the patient medical records either for at least three (3) years after the child's eighteenth birthday or for at least six (6) years after the last date the child received medical or health care services from Provider, whichever date occurs later.
- 6.9 Provider shall maintain records relating to covered services and expenditures including reports to AHCCCS and documentation used in the preparation of reports to AHCCCS. Provider shall comply with all specifications for record keeping established by AHCCCS. All books and records shall be maintained to the extent and in such detail as required by AHCCCS Rules and policies. If this Agreement is completely or partially terminated, the

records relating to the work terminated shall be preserved and made available, at no cost, for a period of five years from the date of any such termination. Records which relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by AHCCCS, shall be retained by the Provider for a period of five (5) years after the date of final disposition or resolution thereof unless a longer period of time is required by law.

- 6.10 Provider agrees to permit access to AHCCCS and the Plan, or their authorized representatives, at all reasonable times upon demand, to inspect all facilities maintained or utilized by Provider in the provision of Covered Ancillary Services under this Agreement.
- 6.11 Provider agrees to maintain, provide to Plan, and, upon request, make available to AHCCCS, copies of all subcontracts for the provision of Covered Health Care Services and to ensure that all such subcontracts are in writing, comply with applicable laws, regulations, AHCCCS Policies, and the terms of this Agreement. Provider further agrees to notify Plan and AHCCCS in the event any agreement with a subcontractor for the provision of Covered Ancillary Services is amended or terminated. Notice is considered given when properly addressed and deposited in the United States Postal Service as first-class registered mail, postage attached.
- 6.12 Provider agrees to hold harmless both the State of Arizona, AHCCCS and Plan Members in the event Plan cannot or will not pay for Covered Ancillary Services provided to Plan Members hereunder.
- 6.13 Provider shall comply with federal and state false claims acts and whistleblower protections. If Provider discovers, or is made aware, that an incident of suspected fraud or abuse has occurred, Provider must report the incident to AHCCCS, Office of the Inspector General (AHCCCS-OIG) immediately within one business day and to the Plan. Provider shall also train its employees on the following federal and state acts:

6.13.1 Federal False Claims Act

Allows a civil action to be brought against any person or entity who:

- i. Knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval to any federal employee;
- ii. Knowingly makes, uses or causes to be made or used a false record or statement to get a false or fraudulent claim paid;
- iii. Conspires to defraud the government by getting a false or fraudulent claim allowed or paid;
- iv. Has possession, custody, or control of property or money used, or to be used, by the Government and, intending to defraud the Government or willfully to conceal the property, delivers, or causes to be delivered, less property than the amount for which the person receives a certificate or receipt;
- v. Authorizes to make or deliver a document certifying receipt of property used, or to be used, by the Government and, intending to defraud the

Government, makes or delivers the receipt without completely knowing that the information on the receipt is true;

- vi. Knowingly buys, or receives as a pledge of an obligation or debt, public property from a federal employee, who lawfully may not sell or pledge the property; or
- vii. Knowingly makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the Government (31 USC sec. 3729).

6.13.2 Examples of a false claim

- i. Billing for procedures not performed;
- ii. Violation of another law, for example a claim was submitted appropriately but the service was the result of an illegal relationship between a physician and the hospital (physician received kick-backs for referrals);
- iii. Falsifying information in the medical record or in a claim;
- iv. Improper bundling or coding of charges; and
- v. Misrepresentation by a member or provider to seek benefits provided by Plan or other Medicaid or Medicare contractor/health plan.

6.13.3 Remedies

- i. Violation of the False Claims Act is punishable by a civil penalty of not less than \$5,000 and not more than \$10,000, plus 3 times the amount of damages that the Government sustains because of the violation;
- ii. A federal false claims action may be brought by the U.S. Attorney General.
- iii. An individual also may bring what is called a qui tam action for violation of the False Claims Act. This means the individual files a civil action on behalf of the government;
- iv. An individual who files a qui tam action receives an award only if, and after, the Government recovers money from the defendant as a result of the lawsuit. Generally, the court may award the individual between 15 and 30 percent of the total recovery from the defendant, whether through a favorable judgment or settlement. The amount of the award depends, in part, upon the Government's participation in the suit and the extent to which the individual substantially contributed to the prosecution of the action;
- v. A statute of limitations provides the amount of time that may pass before an action may no longer be brought for violation of the law. Under the False Claims Act, the statute of limitations is six years after the date of violation or three years after the date when material facts are known or should have been known by the government, but no later than ten years after the date on which the violation was committed.

6.13.4 Federal Whistleblower Protections

Any employee who is discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of employment by his or her employer because of lawful acts done by the employee on behalf of the employee or others in furtherance of an action under the False Claims Act, including investigation for, initiation of, testimony for, or assistance in an action filed or to be filed under the False Claims Act, shall be entitled to all relief necessary to make the employee whole. Such relief shall include reinstatement with the same seniority status such employee would have had but for the discrimination, 2 times the amount of back pay, interest on the back pay, and compensation for any special damages sustained as a result of the discrimination, including litigation costs and reasonable attorneys' fees. An employee may bring an action in the appropriate district court of the United States for such relief. (31 USC 3730(h))

6.13.5 AHCCCS- Prohibited Acts

Prohibits the presentation to AHCCCS or a Program Contractor, such as Plan, the following:

- i. A claim for a medical or other item or service that the person knows or has reason to know was not provided as claimed;
- ii. A claim for a medical or other item or service that the person knows or has reason to know is false or fraudulent;
- iii. A claim for payment that the person knows or has reason to know may not be made by the system because:
 - (a) The person was terminated or suspended from participation in the program on the date for which the claim is being made.
 - (b) The item or service claimed is substantially in excess of the needs of the individual or of a quality that fails to meet professionally recognized standards of health care.
 - (c) The patient was not a member on the date for which the claim is being made.
- iv. A claim for a physician's service or an item or service incidental to a physician's service, by a person who knows or has reason to know that the individual who furnished or supervised the furnishing of the service:
 - (a) Was not licensed as a physician.
 - (b) Obtained the license through a misrepresentation of material fact.
 - (c) Represented to the patient at the time the service was furnished that the physician was certified in a medical specialty by a medical specialty board if the individual was not certified.

- v. A request for payment that the person knows or has reason to know is in violation of an agreement between the person and the State of Arizona or AHCCCSA.

6.13.6 Remedies

A person who violates one of the provisions above is subject, in addition to any other penalties that may be prescribed by federal or state law, to a civil penalty not to exceed two thousand dollars for each item or service claimed and is subject to an assessment of not to exceed twice the amount claimed for each item or service.

- 6.14 Plan has established an Anti-Fraud Plan to organize and implement an anti-fraud strategy to identify and reduce costs to Plan, its Plan Members, providers and others caused by fraudulent activities, and to protect consumers through the timely detection, investigation and prosecution of suspected fraud. Provider agrees that it has received, read and understood this Anti-Fraud Plan, shall abide by the requirements of the same (or shall maintain its own anti-fraud/compliance program that meets or exceeds the standards of Plan's Anti-Fraud Plan) and make the same available to its employees, subcontractors and agents involved in providing services under this Agreement. The Anti-Fraud Plan is accessible via the Plan's website. Provider further agrees to abide by the compliance policies and applicable standards of conduct in the Anti-Fraud Plan established by Plan, to the extent that they directly or indirectly bear upon the subject matter of this Agreement.

ARTICLE VII ACCESS TO AND CONFIDENTIALITY OF MEDICAL RECORDS

- 7.1 Provider shall maintain for each Plan Member receiving Covered Ancillary Services pursuant to this Agreement, a single standard medical record in such form and containing such information as may be required by the laws, rules and regulations of the State of Arizona. The medical record shall contain, at a minimum, medical charts, prescription orders, diagnoses for which medications were administered or prescribed, documentation of orders for laboratory, radiological, EKG, hearing, vision, and other tests and the results of such tests and other documentation sufficient to disclose the quality, quantity, appropriateness, and timeliness of Covered Ancillary Services performed or ordered under this Agreement. Each Plan Member's medical record shall be legible and maintained in detail consistent with good medical and professional practice which permits effective internal and external peer review and/or medical audit and facilitates an adequate system of follow-up.
- 7.2 Provider shall safeguard the confidentiality of Plan Member information according to applicable state and federal laws and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA").

- 7.3 Authorized Plan representatives and duly authorized representatives of federal, state and local governments shall have access to Plan Members' records and shall be allowed to make notes and copies, subject to all applicable state and federal laws and regulations relating to the confidentiality of patient medical records.
- 7.4 Consistent with laws relating to the confidentiality of patient medical records, Provider shall make the medical records of Plan Members available to other Plan Providers to assure continuity of care for Plan Members.
- 7.5 Provider shall ensure that all its employees and employed or contracted Health Professionals comply with the record maintenance, access and confidentiality provisions of this Agreement, as though each such professional were Provider for purposes of this Agreement.

ARTICLE VIII MARKETING AND PUBLICITY

- 8.1 Plan and Provider each reserves the right to use and control the use of its name and all symbols, trademarks and service marks presently existing or later established by it. Neither Plan nor Provider shall use the other party's name, symbols, trademarks or service marks in advertising or promotional materials or otherwise (with the exception of the use of Provider's name in standard provider listings developed by Plan) without the prior written consent of that party and shall cease any such usage immediately upon written notice of the party or on termination of this Agreement, whichever is sooner.

ARTICLE IX RELATIONSHIP OF THE PARTIES

- 9.1 None of the provisions of this Agreement are intended to create nor shall any be deemed or construed to create, any relationship between Plan and Provider (or any Plan Physician or Health Professional) other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither Plan nor Provider, nor any of their respective partners, contractors, employees, agents or representatives shall be construed to be the contractors, partners, employees, agents or representatives of the other. As independent contracting parties, Plan and Provider maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.
- 9.2 This Agreement shall not create, nor be deemed or construed to create any rights in any third party, including any Plan Member or Plan Provider, or any partner, contractor, employee, agent or representative of the preceding. The above notwithstanding, Plan and Provider acknowledge and agree that, in so far as the Plan Member concerned is eligible for Covered Ancillary Services pursuant to a Plan Contract between the Plan and

AHCCCS, AHCCCS is intended to be benefited by, and shall have the rights of a third party beneficiary under this Agreement.

ARTICLE X LIABILITY, INDEMNITY AND INSURANCE

- 10.1 Neither Plan nor Provider, nor any of their respective agents or employees, shall be liable to third parties for any act or omission of the other party.
- 10.2 Each party agrees to indemnify and hold AHCCCS and Plan Members and the other party harmless from any and all liability, loss, damage, claim and expense of any kind, including, costs and attorneys' fees incurred by such other party, which results from the negligent or willful performance or nonperformance by the indemnifying party under this Agreement.
- 10.3 Provider, at its sole expense, agrees to maintain professional liability insurance of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars annual aggregate (\$3,000,000), maintain additional insurance requirements, i.e. Commercial General Liability, Business Automobile Liability and Worker's Compensation and Employers' Liability, defined by AHCCCS and such other available insurance as shall be necessary to insure Provider and its employees against any and all damages arising from its duties and obligations under this Agreement. Provider shall notify Plan at least thirty (30) days prior to the termination, cancellation or lapse of any such policy. Provider shall also provide Workers' Compensation benefits for its employees as required by Arizona law. Provider is responsible for all Provider tax obligations including but not limited to payroll withholding. AHCCCS shall have no responsibility or liability for any such taxes or insurance coverage.
- 10.4 Provider shall authorize its professional liability carrier to provide Plan with evidence of the professional liability coverage required by this Agreement, and to notify Plan within thirty (30) days of any change in such coverage.
- 10.5 If the professional liability insurance procured by Provider pursuant to Section 10.3 is on a "claims made" rather than "occurrence" form, Provider upon termination of this Agreement, shall either obtain extended reporting malpractice insurance coverage ("tail" coverage) in a form acceptable to Plan with liability limits equal to those most recently in effect prior to the date of termination, or enter into such other arrangements as shall reasonably assure Plan of the maintenance of coverage applicable to the claims arising during the period in which this Agreement was in effect for a period of not less than seven (7) years after the date of termination.

ARTICLE XI
PLAN MEMBER COMPLAINTS, GRIEVANCES, APPEALS,
AND REQUESTS FOR HEARING

- 11.1 If Provider receives any complaint from a Plan Member regarding Provider in connection with this Agreement, Provider agrees to notify Plan within five (5) working days of all details of such complaint. In the event that Plan receives any complaint from a Plan Member regarding Provider, Plan will notify Provider within five (5) working days of receipt thereof.
- 11.2 Provider agrees to cooperate and comply with the Plan's grievance and appeals procedures for review of Plan Member grievances and appeals and provider grievances as established and amended from time to time by AHCCCS or by Plan as approved by AHCCCS, and set forth in the Provider Services Manual and any amendments thereto
- 11.3 In the event any appeal of a Plan Member cannot be settled through Plan's procedures described in the Provider Service Manual, the Member may request an administrative hearing before the Arizona Office of Administrative Hearings or other applicable administrative department or agency. Provider agrees to cooperate and, when necessary, participate in any such administrative hearings.

ARTICLE XII
DISPUTE RESOLUTION/GRIEVANCES

- 12.1 Plan and Provider agree to meet and confer to resolve any dispute that may arise under this Agreement. Provider may submit disputes (including claim disputes) to Plan as a grievance utilizing the provider grievance process as set forth in the Provider Services Manual, as amended from time to time, at the address provided in Section 15.3 of this Agreement. Plan shall attempt to respond to all disputes/grievances within thirty (30) days of receipt, except in urgent cases in which Plan will respond as soon as possible. If both parties agree, the dispute may be submitted to voluntary mediation or any other dispute settlement technique as the parties may mutually agree upon at such time. If any such dispute/grievance cannot be resolved, Provider may appeal the Plan grievance decision to AHCCCS and request a hearing on the matter.

ARTICLE XIII
UNFORESEEN CIRCUMSTANCES

- 13.1 For so long as any natural disaster, war, riot, civil insurrection, epidemic, other emergency or other event not within the control of Provider results in the facilities or personnel of Provider being unavailable to provide or arrange for the provision of Covered Ancillary Services, Provider shall only be required to make a good faith effort to provide such services, taking into account the impact of the event.

ARTICLE XIV
TERM AND TERMINATION OF AGREEMENT

- 14.1 The term of this Agreement shall commence upon execution by Plan and Provider, and shall remain in effect for a period of one (1) year. Thereafter, this agreement shall be automatically renewed for successive one year terms without the necessity of notice or action by either party, provided, however, that this Agreement may be terminated as provided below and as otherwise expressly provided herein.
- 14.2 Notwithstanding any other provision of this Agreement, either party may terminate this Agreement without cause, by providing the other party with at least ninety (90) days prior written notice of termination. For cause termination may be effected for material breach of this Agreement or default in the performance of any material provision hereof. If such breach or default is not cured to the reasonable satisfaction of the non-breaching party within thirty (30) days of receipt of written notice from the non-breaching party specifying the breach or default, this Agreement shall terminate upon thirty (30) days written notice.
- 14.3 This Agreement shall terminate upon the termination of all Plan Contract(s) or the loss by either party of its license to conduct its business, effective as of the effective date of termination of the Plan Contract or loss of licensure. In the event of the termination of a specific Plan Contract(s) relating to the services to be provided under this Agreement, the provisions of this Agreement, in so far as they are applicable to the services provided under the remaining (non-terminated) Plan Contract(s) shall continue to be in force.
- 14.4 Nothing herein shall be construed as limiting the right of Plan to terminate this Agreement immediately upon delivery of written notice if Plan determines that the health, safety or welfare of Plan Members is jeopardized by continuation of this Agreement.
- 14.5 Provider further acknowledges and agrees that the State of Arizona has the right to require Plan to suspend referral of enrollees to Provider, to transfer Plan Members from Provider or to terminate Provider from its network at any time, subject to such review or appeal rights as may be provided pursuant to the Plan Contract(s).
- 14.6 In the event of termination of this Agreement, upon request, Provider shall make available to AHCCCS, or its designated representative, at no charge, any or all records, whether medical or financial, related to the Provider's performance under this Agreement.
- 14.7 Upon termination of this Agreement, Provider shall continue to provide Covered Ancillary Services to Plan Members, who are receiving Covered Ancillary Services at the time of termination and who retain eligibility under the terms and conditions of the Plan Contract or by operation of law, until the Covered Ancillary Services being rendered to the Plan Members are completed, or until Plan makes reasonable and medically appropriate arrangements for the provision of such services by another Plan Provider, and notifies Provider that such arrangements have been made. Provider shall continue to provide Covered Ancillary Services under such circumstances at the compensation rates then in

effect for this Agreement. Additionally, Plan shall remain obligated to pay, and shall pay, Provider for Covered Ancillary Services rendered prior to the effective date of termination hereof, in accordance with the provisions of Article IV.

14.8 Notwithstanding any other provision of this Agreement, Plan may immediately prohibit any Provider Plan Physician or Health Professional from treating Plan Members upon the occurrence of any of the following events:

- (i) Provider's or Health Professional's conviction of a felony or misdemeanor of moral turpitude;
- (ii) Provider or Health Professional is diagnosed as suffering from a severe mental or emotional disturbance;
- (iii) Provider or Health Professional is ruled professionally incompetent, non-cooperation with Plan Policy, or non-performance of professional responsibility;
- (iv) Provider's or Health Professional's addiction to alcohol, narcotics, or other drugs or physical disability which impairs the Provider's or Health Professional's ability to practice his or her profession in a competent manner, or loss or suspension of the license(s) required to provide the services required under this Agreement.
- (v) Provider's or Health Professional's failure to provide satisfactory personal or professional references and credentials, or to provide verifiable information regarding past employment, training, hospital affiliation or professional licensing;
- (vi) Provider or Health Professional as being party to a malpractice or other litigation or arbitration which has resulted in substantial judgments, settlements, or awards against the Health Professional or Provider.

If Provider continues to allow any Plan Provider or Health Professional to treat Plan Members despite a violation of this Section, Plan may in its sole discretion, terminate this Agreement at any time upon thirty (30) days' notice to Provider, notwithstanding any other provision of this Agreement.

ARTICLE XV GENERAL PROVISIONS

15.1 Assignment

This Agreement may not be assigned by Provider, nor may the duties hereunder be delegated, without prior written approval. Plan may assign, delegate or transfer this Agreement in whole or in part to any affiliate existing now or in the future, or to any entity which succeeds to the applicable portion of its business through sale, merger, or other transaction, provided that such entity assumes the obligations of Plan hereunder.

15.2 Cooperation

Provider shall use its best efforts to maintain a cooperative working relationship to ensure smooth operation of the Plan. The parties hereto shall, at any time before, at or after execution of this Agreement, sign and deliver (or cause others so to do) all such documents and instruments, and do or cause to be done all such acts and things, and provide or cause to be provided all such information and approvals as may be reasonably necessary to carry out the provisions of this Agreement.

15.3 Notices

Notices hereunder shall be in writing, signed by an officer of the notifying party, and delivered via facsimile, personally or sent by United States mail, registered or certified mail, charges prepaid, or overnight courier service to the addresses noted in this Agreement (or to such other address as the recipient may have previously designated by notice), and will be deemed given when so delivered or four days after the date of mailing, whichever occurs first, or upon electronic confirmation of delivery via facsimile transmission. Either party may at any time change its address for notification purposes by mailing or delivering a notice as required hereinabove stating the change and setting forth the new address. The new address shall be effective on the tenth (10th) day following the date such notice is received, unless a subsequent date of effectiveness is specified in said notice.

15.4 Severability

In the event that a provision of this Agreement is rendered invalid or unenforceable by the Arizona legislature or by any regulation duly promulgated by the State of Arizona acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remainder of the provisions of this Agreement shall, subject to Section 15.5, remain in full force and effect.

15.5 Effect of Severable Provision

In the event that a provision of this Agreement is rendered invalid or unenforceable or declared null and void, as provided in Section 15.4 above, and its removal has the effect of materially altering the obligations of either party in such manner as, in the judgment of the

party affected, (1) will cause serious financial hardship to such party; or (2) will cause such party to act in violation of its corporate articles or bylaws, the party so affected shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to the other party. The provisions of Article XIV shall apply to such termination.

15.6 Entire Agreement

This Agreement, together with the Attachments and the Provider Services Manual, contains the entire agreement between Plan and Provider relating to the rights granted and the obligations assumed hereunder. All prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth herein shall be of no force or effect.

15.7 Amendment

Plan may amend this Agreement, the exhibits and the Provider Services Manual by providing advance written notice to Provider and AHCCCS in accordance with applicable policies and procedures as established by Plan and AHCCCS. Failure of Provider to object in writing to any such proposed amendment within thirty (30) days following receipt of notice shall constitute Provider's acceptance of the amendment. In the event that state or federal law or regulations, or change/amendment to Plan Contract, AHCCCS Policy or Procedure should change, alter or modify the present services, levels of payments to Plan, standards of eligibility of Members, or any operations of Plan, such that the terms, benefits and conditions of this Agreement must be changed accordingly, then upon notice from Plan, Provider shall continue to perform services under this Agreement as modified. In the event that any updates or revisions to the most current Healthcare Common Procedure Coding System (HCPCS), Current Procedural Terminology (CPT) or current International Classification of Diseases (ICD) Codes should occur during the term of this Agreement, Provider agrees to employ the most recent update or revisions without request by Plan.

15.8 Attorney's Fees

In the event that either Provider or Plan institutes any action, suit, or arbitration proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

15.9 Headings

The headings of Articles and Sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

15.10 Conflict of Interest

Provider warrants that no part of the total compensation provided for herein shall be paid directly or indirectly to any officer or employee of the State of Arizona as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Provider in connection with any services contemplated or performed relative to this Agreement. Provider certifies that no member of or delegate of Congress, the General Accounting Office, DHHS, CMMS, CMS or any other Federal agency has or will benefit financially or materially from this Agreement.

15.11 Waiver of Breach

The waiver of any breach of this Agreement by either party shall not constitute a continuing waiver of any subsequent breach of either the same or any other provision of this Agreement.

15.12 Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona without reference to its provisions on conflict of laws.

ATTACHMENT A
ANCILLARY COMPENSATION AND COVERED SERVICES

Payment for Covered Health Care Services (which are prior authorized, if required) provided by Provider to Plan Members shall be based on the lesser of the Plan's Fee Schedule defined below or Provider's charges, less any applicable Co-Payments, Deductibles and Coinsurance.

Proc	Mod	Procedure Description	Rate
A0998	UA	Treat at home, refer to PCP/specialist	\$203.80
A0998	UB	Treat at home, refer to Crisis Response	\$203.80
A0998	UC	Treat at home, refer to BH Provider	\$203.80
A0998	UD	Treat at home, refer to Urgent Care	\$203.80
A0998	-	Response & Treat – No Transport	\$203.80

ATTACHMENT B
ADDENDUM TO ANCILLARY SERVICES AGREEMENT

**ADDENDUM TO
CARE1ST HEALTH PLAN ARIZONA, INC.
ANCILLARY SERVICES AGREEMENT**

This ADDENDUM (“Addendum”) dated April 6, 2021 modifies the Ancillary Services Agreement (the “Original Agreement”), executed contemporaneously with this Addendum and entered into between Care1st Health Plan Arizona, Inc. (“Care1st” or the “Plan”) and the City of Buckeye, Arizona, an Arizona municipal corporation, by and through the City’s Fire - Medical - Rescue Department (the “City” or “Provider”). All of the capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the Original Agreement. The following provisions modify or replace sections of the Original Agreement and add additional sections to the Original Agreement. In the event of a conflict between the Original Agreement and this Addendum, the provisions of this Addendum shall control. The sections of the Original Agreement that are not expressly modified or replaced by this Addendum shall remain in effect pursuant to their terms. The Original Agreement and this Addendum are collectively referred to herein as the “Agreement.”

RECITALS

Whereas, the City is authorized to provide emergency fire and medical services under A.R.S. § 36-2207, Title 9 of the A.R.S., and its general police powers to provide for the public health, safety, and welfare of its residents; and

Whereas, the Buckeye Fire - Medical - Rescue Department is the City's recognized provider of fire prevention and suppression activities, emergency medical services, and emergency management and is a registered provider of such services under Arizona law; and

Whereas, the Buckeye Fire - Medical - Rescue Department has implemented a program called the “Treat and Refer Program” whereby the Department responds to emergency calls for assistance, evaluates patients, and may refer the patient to a non-emergency health care provider in lieu of taking the patient to the hospital if such referral is deemed appropriate by the responding paramedics and City personnel; and

Whereas, the Treat and Refer Program has provided patients with information and options to make meaningful health care decisions and limit the burden on hospitals and service costs where appropriate; and

Whereas, the Buckeye Fire - Medical - Rescue Department has also created a program called the “Community Paramedicine Program” whereby the Department receives referrals for in-home consultations and evaluations of patients released from the hospital in an effort to track patient care and decrease readmission rates where appropriate; and

Whereas, the Community Paramedicine Program improves patient care and benefits the community by providing a resource for the elderly, disabled, people new to the community and lacking social support services, or otherwise in need of home health evaluation; and

Whereas, Care1st is interested in offering use of the Treat and Refer Program and Community Paramedicine Program to Members of its healthcare network; and

Whereas, through contracts with physicians and other providers of health care services, Care1st maintains networks of providers that are available to Members; and

Whereas, the City and Care1st wish to make the City's Treat and Refer and/or Community Paramedicine services available to Care1st members.

Now, therefore, the parties have entered into the Original Agreement, as modified by this Addendum, and agree as follows.

AGREEMENT

3. **A new Article XVI, MISCELLANEOUS PROVISIONS, is added to the Original Agreement to read as follows:**

ARTICLE XVI MISCELLANEOUS PROVISIONS

10.1 Cancellation By City. This Agreement may be cancelled by the City pursuant to A.R.S. § 38-511.

10.2 Agreement Subject To Appropriation. Any provisions of this Agreement which require the City to expend funds shall be effective when funds are appropriated for this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep Plan fully informed as to the availability of funds for this Agreement. Any obligation of the City pursuant to this Agreement is a current expense of City and payable exclusively from annual appropriations and not a general obligation of indebtedness of the City. If the City's City Council fails to appropriate money sufficient to fund the Services as set forth in this Agreement, this Agreement shall terminate at the end of the then-current fiscal year and the City and Plan shall be relieved of any subsequent obligation under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date and year first set forth above.

“CITY”/“PROVIDER”
CITY OF BUCKEYE, ARIZONA,
an Arizona municipal corporation

By: 
Eric W. Orsborn, Mayor

ATTEST:

By: 
City Clerk

APPROVED AS TO FORM:

By: *Shiela B. Schmidt*
City Attorney

“CARE1ST”/“PLAN”
Care1st Health Plan Arizona, Inc.

By _____
Its _____

**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 06/15/21	AGENDA ITEM: 6.C. Area Agency on Aging Region One, Contract #2022-11-BKY
DATE PREPARED: 06/15/21	DISTRICT NO.: ALL
STAFF LIAISON: Philip Yabes, Senior Center Manager, pyabes@buckeyeaz.gov (623) 349-6604	
DEPARTMENT: Community Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on the Contract for Services (#2022-11-BKY) between the City of Buckeye and Area Agency on Aging Region One, Incorporated, for Fiscal Year 2021-2022, related to congregate and home delivered meal programs, transportation, and multi-purpose operations for the City of Buckeye Senior Program; authorizing the City Manager to approve, execute and deliver said Contract, and any and all documents in connection with said Contract, including any amendments thereto, on behalf of the City of Buckeye.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

ADDITIONAL RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The City of Buckeye Senior Program has been awarded funds from Area Agency Aging, Region One, in the amount of \$254,781 that contribute to our core senior services. That includes congregate and home delivered meal programs, transportation services for seniors and disabled individuals and multipurpose center operations.

BENEFITS:

Approval Contract #2022-11-BKY will secure funds from Area Agency on Aging Region One, to provided services to the City of Buckeye seniors, low income and adults with disabilities.

FUTURE ACTION:

Approval of Contract 2022-11-BKY will allow the City of Buckeye Senior Program to provide services to seniors, low income and adults with disabilities for congregate and home delivered meal programs, transportation and multipurpose center operations.

FINANCIAL IMPACT STATEMENT:

The City of Buckeye Senior Program has been awarded \$254,781, by Area Aging on Agency Region One, to be utilized for seniors, low income and adult with disabilities services

BUDGETED:

Yes

FISCAL YEAR:

Fiscal Year 2022

FUND/DEPARTMENT:

35754150 -CSD/AAA

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

[Copy_of_BKY_AAA_Senior_Center_FY22_Budget_Request \(2\).pdf](#)

AREA AGENCY ON AGING, REGION ONE
Fiscal Year 2022
Budget Instructions

I. Formulas

You will ONLY enter information into cells that are white. Gray and blue cells are locked as they contain formulas.

II. Staffing

- Identify the individual positions and salaries for each position for each proposed service
- Identify the allocated percent to each service proposed and any *other* non-contractual service
 - *Other* represents staff time not related to Area Agency contracted services
 - Ensure that total staff allocation calculates to 100%
- Do not combine positions by title or type.
- Narrative section is required.

III. Revenue Budget

- Revenues must be itemized and described for each service in the following categories rounded to the nearest dollar:
 - Area Agency: Funding you are requesting from Area Agency for specific service.
 - Project Income: Contributions obtained from service participants. The only services that solicit contributions include Congregate Meals, Home-Delivered Meals, Transportation, & Volunteer Management.
 - In-kind: Non-cash sources such as buildings for space, volunteer time, etc. Corresponding expenses listed that are identical to each revenue item listed are required.
 - Non-Federal Cash: Additional grants, governmental funds, Community Development Block Grants, private pay fees, etc. Each revenue should be itemized and valued.
 - Other Federal Funds: Includes Title V funds, Social Service Block Grants, transit funds, or other federally-related funds. Each revenue should be itemized and valued.
 - A minimum of a 10% match of funds consisting of In-kind and/or Non-Federal Cash.
- Narrative section is required.

IV. Expense Budget

- Expenses must be itemized and described for each service in the following categories rounded to the nearest dollar:
 - Personnel: Auto-populated from the Personnel worksheet. No action is required
 - Employee Related Expenses
 - Professional/Outside Services
 - Travel
 - Space
 - Equipment: Operational costs only. Do not include any capital expenditures that cannot be specifically justified as start up or essential to service delivery. Any equipment/capital purchases require justification.
 - Materials/Supplies
 - Operating Services
 - Indirect: Cannot exceed 15% per service category.
- Narrative section is required.

V. Agency Budget

- This is a cumulative total of Expenses and Revenues.

- The cells are formulated to read the total for each category on the itemized budgets. Revenues must equal Expenses.
- Identify the units proposed per service.

VI. Area Agency Funding Narrative

Fiscal Year 2022
Senior Center Budget - STAFFING WORKSHEET

CONTRACTOR: City of Buckeye

Position Title	FTE	Current Salary	Rate (per hour)	Planned Increase		Congregate Meals		HDM		% ALL-OCA-TION
				% of increase	Proposed Salary	% ALL-OCA-TION	SALARY	% ALL-OCA-TION	SALARY	
CSD Director	1.00	147,908	\$ 71.11		147,908	3%	3,698	3%	3,698	3%
Community C. Manager	1.00	112,361	\$ 54.02		112,361	15%	16,854	15%	16,854	15%
Senior Coordinator	1.00	56,950	\$ 27.38		56,950	25%	14,238	25%	14,238	25%
Senior Center Programmer	1.00	45,240	\$ 21.75		45,240	20%	9,048	20%	9,048	20%
Senior Center Assistant	1.00	38,022	\$ 18.28		38,022		-	45%	17,110	5%
Senior Center Assistant	1.00	39,562	\$ 19.02		39,562	15%	5,934	10%	3,956	65%
Nutrition Specialist	1.00	38,251	\$ 18.39		38,251	50%	19,126	50%	19,126	
Nutrition Specialist	1.00	34,590	\$ 16.63		34,590	50%	17,295	50%	17,295	
Senior Center Assistant PT	0.50	15,745	\$ 15.14		15,745		-	15%	2,362	5%
Senior Center Assistatn PT	0.50	15,434	\$ 14.84		15,434		-	3%	386	5%
Meal Delivery Aide	0.50	14,664	\$ 14.10		14,664	3%	440	97%	14,224	
					-		-		-	
					-		-		-	
					-		-		-	
					-		-		-	
					-		-		-	
	9.50				558,727		86,632		118,296	

I. Personnel Narrative: A job description for each listed position should be uploaded with your service application.

II. ERE/Fringe: Identify the ERE/fringe benefits reflected in the request above (include any mandated/voluntary benefits). Explain any anticipated changes. Specific amounts for e:

II. ERE for the City of Buckeye include
Health Benefits for Full time employees and
Pertcentages. Workmens Comp, FICA, etc.
COLA increase and merit raises may apply
depending on City.

CONTRACTOR: City of Buckeye

Position Title	MCO	Transportation		Other		TOTAL %
	SALARY	% ALL- OCA- TION	SALARY	% ALL- OCA- TION	SALARY	
CSD Director	3,698	3%	3,698	90%	133,117	100%
Community C. Manager	16,854	15%	16,854	40%	44,944	100%
Senior Coordinator	14,238	25%	14,238	0%	-	100%
Senior Center Programmer	9,048	20%	9,048	20%	9,048	100%
Senior Center Assistant	1,901	50%	19,011		-	100%
Senior Center Assistant	25,715	10%	3,956		-	100%
Nutrition Specialist	-		-		-	100%
Nutrition Specialist	-		-		-	100%
Senior Center Assistant PT	787	80%	12,596		-	100%
Senior Center Assistatn PT	772	92%	14,199		-	100%
Meal Delivery Aide	-		-		-	100%
	-		-		-	0%
	-		-		-	0%
	-		-		-	0%
	-		-		-	0%
	73,013		93,600		187,110	

I. Personnel Narrative: A job descri
II. ERE/Fringe: Identify the ERE/frinach ERE/fringe benefits are not required.

II. ERE for the City of Buckeye include
Health Benefits for Full time employees a
Pertcentages. Workmens Comp, FICA, i
COLA increase and merit raises may appl
depending on City.

Fiscal Year 2022
Seniorr Center Budget - ITEMIZED REVENUE BUDGET

CONTRACTOR: City of Buckeye

TOTAL ALL REVENUES						
	\$	244,597	\$	276,547	\$	196,396
	\$				\$	165,765
	\$					-
REVENUE	Source	SERVICES				
		Congregate Meals	HDM	MCO	Transportation	Other
AREA AGENCY FUNDS	Area Agency on Aging	120,200	106,581	5,000	23,000	
	SUBTOTAL	120,200	106,581	5,000	23,000	-
PROJECT INCOME	Congregate	8,500				
	HDM		6,000			
	Transportation				1,500	
	MCO			1,000		
	SUBTOTAL	8,500	6,000	1,000	1,500	-
IN KIND	In-Kind	17,510	16,090	48,720		
	SUBTOTAL	17,510	16,090	48,720	1,680	-
NON-FEDERAL CASH	Congregate	98,387				
	HDM		147,876			
	MCO			141,676		
	Transportation				23,986	
	SUBTOTAL	98,387	147,876	141,676	23,986	-
OTHER FEDERAL	Arizona Lottery Funds Grant				115,599	
	SUBTOTAL	-	-	-	115,599	-

\$	883,305
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TOTAL	
	254,781
	-
	-
	254,781
	8,500
	6,000
	1,500
	1,000
	17,000
	17,510
	16,090
	48,720
	1,680
	84,000
	98,387
	147,876
	141,676
	23,986
	-
	-
	-
	411,925
	-
	115,599
	-
	-
	-
	115,599

I. Project Income Justification: Identify how you arrived at the project income amount. Delineate the calculation

I. Project Income has declined over past fiscal year do to Covid-19. Mostly in transporation and MCO do to the fact the City of Buckeye has been close for the past fiscal year and very minimal transportation services have been conducted. The project site will be very conservative this fiscal year with project income.

II. If this project will be using volunteer time as In-kind match, provide the volunteer hourly rate and the total

II.

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Fiscal Year 2022
Senior Center Budget - ITEMIZED EXPENSE BUDGET

CONTRACTOR: City of Buckeye

TOTAL ALL EXPENSES \$ 244,597 \$ 276,547 \$ 196,396 \$ 165,765 \$ 187,110 \$ 1,070,414							
EXPENSES	Source, Description, Basis	SERVICES					TOTAL
		Congregate Meals	HDM	MCO	Transportation	Other	
PERSONNEL	Totals from the Personnel Worksheet	86,632	118,296	73,013	93,600	187,110	558,650
EMPLOYEE RELATED EXPENSES	Congregate	46,698					-
	HDM		68,173				46,698
	MCO			31,887			68,173
	Transportation				46,322		31,887
							46,322
	SUBTOTAL	46,698	68,173	31,887	46,322	-	193,080
PROFESSIONAL & OUTSIDE	Entertainers			4,750			-
	Instructors			4,750			4,750
	Senior Trip Fees & Outings			2,000	3,000		4,750
							5,000
	SUBTOTAL	-	-	11,500	3,000	-	-
TRAVEL	ALF Fuel				12,100		12,100
	ALF Maintenance				4,000		4,000
	Vehicle Fuel		3,375	1,125	1,253		5,753
	Vehicle Maintenance		600	200	200		1,000
	Travels & Meals			3,626			3,626
	SUBTOTAL	-	3,975	4,951	17,553	-	-
SPACE	Electric	10,000	6,000	4,000			20,000
	Water, Sewer, Garbage	2,900	2,900	1,600	600		8,000
	Gas	400	400	200			1,000
	Custodial Cleaning	4,200	4,200	5,600			14,000
							-
	SUBTOTAL	17,510	16,090	48,720	1,680		84,000

EXPENSES	Source, Description, Basis	SERVICES					TOTAL
		<i>Congregate Meals</i>	<i>HDM</i>	<i>MCO</i>	<i>Transportation</i>	<i>Other</i>	
							-
	<i>SUBTOTAL</i>	35,010	29,590	60,120	2,280	-	127,000

EXPENSES	Source, Description, Basis	SERVICES					TOTAL
		Congregate Meals	HDM	MCO	Transportation	Other	
EQUIPMENT	Other Equipment >\$5,000						-
	Cold&Hot Serving Electric Steam Table	\$ 4,063.00	\$ 4,063.00				-
	Kitchen Prep Tables	1,105	1,105				8,126.00
	SUBTOTAL	5,168	5,168	-	-	-	10,336
MATERIALS & SUPPLIES	Food Supplies						-
	Raw Food Cost	57,000	39,000				96,000
	Kitchen Supply Non-Food	7,000	6,000				13,000
	Medical First Aid Items	150	150	125	75		500
	Craft & Decorations/program supplies			9,000			-
	Office & General Supplies, PPE	1,274	1,000	200	400		9,000
							2,874
							-
OPERATING SERVICES		65,424	46,150	9,325	475	-	121,374
	Phones		550	150	800		-
	Conf. Semi, Trainings, etc.	710	710	970	580		1,500
	Equipment Maint. Cost	2,200	1,000	800			2,970
	Advertising Printing	275	450	575	200		4,000
	Postage	25	30	25	25		1,500
	Meeting expenses/volunteers	225	225	550			105
	IT/Technology	2,000	2,000	2,300	700		1,000
	Staff shirts/outfitting	230	230	230	230		7,000
							920
INDIRECT	SUBTOTAL	5,665	5,195	5,600	2,535	-	18,995
							-
INDIRECT							-
	SUBTOTAL	-	-	-	-	-	-

I. Indirect costs cannot exceed more than 15% per service category. Explain how you arrived at the amount of Indirect costs. If the proposed Indirect costs exceeds more than 15%, justification is required.

I.

FY 22
Senior Center Budget - BUDGET SUMMARY

CONTRACTOR: City of Buckeye

SERVICES:	Congregate Meals	HDM	MCO	Transportation	Sub-Total	Other	TOTAL
AREA AGENCY	120,200	106,581	5,000	23,000	254,781	-	254,781
PROJECT INCOME	8,500	6,000	1,000	1,500	17,000	-	17,000
INKIND	17,510	16,090	48,720	1,680	84,000	-	84,000
NON-FED CASH	98,387	147,876	141,676	23,986	411,925	-	411,925
OTHER FED	-	-	-	115,599	115,599	-	115,599
TOTAL REVENUES	244,597	276,547	196,396	165,765	883,305	-	883,305
PERSONNEL	86,632	118,296	73,013	93,600	371,541	187,110	558,651
ERE/FRINGE BENEFITS	46,698	68,173	31,887	46,322	193,080	-	193,080
PROF/OUTSIDE SVCS	-	-	11,500	3,000	14,500	-	14,500
TRAVEL	-	3,975	4,951	17,553	26,479	-	26,479
SPACE	35,010	29,590	60,120	2,280	127,000	-	127,000
EQUIPMENT	5,168	5,168	-	-	10,336	-	10,336
MATERIALS / SPLS	65,424	46,150	9,325	475	121,374	-	121,374
OPERATING SVCS	5,665	5,195	5,600	2,535	18,995	-	18,995
SUBTOTAL EXPENSES	244,597	276,547	196,396	165,765	883,305	187,110	1,070,415
INDIRECT	-	-	-	-	-	-	-
% OF INDIRECT	0%	0%	0%	0%	0%	0%	0%
TOTAL EXPENSES	244,597	276,547	196,396	165,765	883,305	187,110	1,070,415
PROPOSED UNITS	16,500	15,500	6,000	5,000			
UNIT COST	\$ 14.82	\$ 17.84	\$ 32.73	\$ 33.15		\$ -	

Raw Food Cost	\$ -	\$ -
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TOTAL # Meals	32,000		
% by Program	52%	48%	0%
TOTAL HDMs only	15,500		
% by Program	100%		0%

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I. Describe and justify the requested Area Agency on Aging funding per service category. If the funding request is more/less than previously funded, please explain.

Congregate: During the Covid-19 pandemic Area Agency on Aging alot additional fun the growing cost of raw food cost and meal service. The City of Buckeye would like additional 3% in Congregate Meal Program from Area Agency this fiscal year. The request was to meet the rise of cost in both food and non-food purchases. In addition, purchase one hot and cold steam serving table in the amount of \$8,976. This will be a HDM budget narrative as well as the equipment will be used for both programs. The current equipment is coming to the end of its life span and the City would please like to replace before maintenance and repair cost start to occur. If not approved by Area Agency on Aging this equipment will not be purchased. However, the City of Buckeye requires this item in the FY22 budget.

Home-Delivered Meals: The City of Buckeye covers was of the biggest PSA services in Maricopa County. Each year the HDM program in Buckeye's grows and additional resources needed. The City of Buckeye's goal and objectives over the next few years is to grow the program by 3% each year. Rising food cost, vehicle food, staffing are a few of the expenses requested through Area Agency. The City of Buckeye looks at this program as a partnership and wishes to continue the growth. In addition, a request to purchase one steam serving table in the amount of \$8,976. This will be requested in the Congregate Meal Program as well as the equipment will be used for both programs. The current equipment is coming to the end of its life span and the City would please like to replace before maintenance and repair cost occur. If not approved by Area Agency on Aging, Region One this equipment will not be purchased. However, the City of Buckeye requires this item to be placed in the FY22 budget.

Multipurpose Center Operations: Due to Covid-19 the City has not received the project projected in FY19. With Covid-19 pandemic. The City Buckeye Program is still using the facility but will remain providing virtual programming for participants using social media platforms allowed. Also reach out and engage participants via phone, emails and other media avenues.

Transportation: The City of Buckeye's transportation request have remain the same in comparison with Area Agency on Aging of the past fiscal years. The City has secure additional vehicle funding to provide transportation for older adults. There are no significant changes in the request in transportation.

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**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 06/15/21	AGENDA ITEM: 6.D. Main Street Memorandum of Understanding renewal for FY 2021-22.
DATE PREPARED: 06/15/21	DISTRICT NO.: All
STAFF LIAISON: Miranda Gomez, Community Services Director, mgomez@buckeyeaz.gov, 623-349-6353	
DEPARTMENT: Community Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on the Fiscal Year 2021-2022 Renewal Term for Memorandum of Understanding (MOU) between the City of Buckeye and Buckeye Main Street Coalition, Inc.,; and authorizing the Mayor to execute and deliver said Renewal on behalf of the City.

RELEVANT GOALS:

GOAL 2: Enhanced Economic Well-Being and Vitality

ADDITIONAL RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

SUMMARY

PROJECT DESCRIPTION:

The Buckeye Main Street Coalition has worked alongside the City for several years to improve historic downtown Buckeye. In addition, Main Street undertakes activities specified in the scope of services of the MOU, including coordinating special events such as Veterans Day, Shop Small Saturday, Glow on Monroe Parade, Buckeye Days, Earth Clean Up event, decorating the City holiday tree and promoting the businesses and services available in downtown Buckeye.

BENEFITS:

The services the Buckeye Main Street Coalition will perform as part of the MOU will make downtown Buckeye a welcoming place for visitors. The events that occur in downtown Buckeye, as well as the banners and holiday lights, make downtown more festive, vibrant and enhance community life.

FUTURE ACTION:

None

FINANCIAL IMPACT STATEMENT:

Section 3 of the MOU outlines the compensation payable to Main Street Coalition from the City of Buckeye, which totals \$69,000 and will be paid in four equal installments of \$17,250.

CURRENT FISCAL YEAR TOTAL COST:

\$69,000

Budgeted

BUDGETED:

Yes

FISCAL YEAR:

FY 2021-2022

FUND/DEPARTMENT:

10004150-520038

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

[Buckeye Main Street MOU.pdf](#)

**FY2021/2022 RENEWAL TERM FOR
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BUCKEYE
AND
BUCKEYE MAIN STREET COALITION, INC.**

The “Initial Term” of the Memorandum of Understanding (“MOU”) between the City of Buckeye, Arizona, an Arizona municipal corporation (the “CITY”) and the Buckeye Main Street Coalition, Inc. (the “MAIN STREET”), an Arizona non-profit corporation, was July 1, 2019, to June 30, 2020. The parties renewed the MOU for Fiscal Year 2020/2021.

According to Section 3.3, “TERM OF MOU,” the MOU may be renewed for up to two additional one-year terms (“Renewal Term”), subject to prior approval of the City. The Renewal Term commences and terminates in concurrence with the City’s fiscal year.

The City desires to renew the MOU for the second available Renewal Term for Fiscal Year 2021/2022 in an amount not to exceed \$69,000.00, upon receipt of invoices from MAIN STREET for services rendered to the City. All terms and conditions of the MOU shall remain in full force and effect except as modified herein.

The following provisions of the MOU shall be amended, added, and deleted for the Fiscal Year 2021/2022 Renewal Term, to read as follows:

1. Section 2.0 SCOPE OF SERVICES, paragraph 2.5 is amended to read as follows:
 - 2.5 Plan, coordinate and execute at least four public events in the downtown area. The events will be agreed to annually and added as Appendix C to this MOU and each renewal. The CITY Police Department will determine public safety needs and provide that service at no cost to MAIN STREET. The need for street closures and traffic control for the events will be determined by the CITY Public Works Department and will be provided at no cost to MAIN STREET so long as the CITY can coordinate traffic control with city-owned apparatus.
 - a. Events coordinated and executed by MAIN STREET must follow the CITY's special event permit process and established minimum standards, which are subject to change, as outlined in the special event permit application, including, but not limited to, the number of available restrooms and trash cans provided per event.
 - b. The CITY will design digital and printed marketing materials such as flyers and posters for the promotion of events covered within this MOU. CITY agrees to use graphic standards as outlined in Appendix B. The marketing materials and graphic standards are subject to review and approval by MAIN STREET, which approval

shall not be unreasonably withheld. MAIN STREET must utilize the agreed-upon flyers and posters for promotion on their website, social media pages and in print.

- c. In accordance with Section 4.9 of this MOU, and subject to the Community Services Director's approval, MAIN STREET may host additional events not contemplated in this MOU or Appendix C. For such events, support services through the CITY Police Department, Fire, and Public Works will be considered but cannot be guaranteed.

2. Section 2.0 SCOPE OF SERVICES, paragraph 2.7 is added as follows, with all remaining paragraphs being renumbered:

- 2.7 MAIN STREET may host alternative programs, opportunities, and services to promote downtown development, visitation, and businesses ("Alternative Services"). Should CITY funds be used therefor, such services will be submitted to and reviewed by the CITY for approval and may be attached to this MOU as Appendix D. Support services through the CITY Police Department, Fire, and Public Works will be considered for such services but cannot be guaranteed.

3. Section 4.9 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES, is amended to read as follows:

4.9 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES. The total Scope of Services to be performed in accordance with this MOU is set forth herein. Services which are not contemplated in this MOU or Appendix C will be considered Additional Services. MAIN STREET shall not be obligated to perform any Additional Services for CITY without written authorization from CITY detailing the services to be performed and the compensation, if any, to be paid by CITY to MAIN STREET for such Additional Services.

4. Section 4.12 FORCE MAJEURE, is amended to read as follows:

- 4.12 FORCE MAJEURE. Neither party shall be responsible for delays or failures in performance resulting from an event of force majeure to the extent such event substantially impairs the ability of the party to carry out its obligations under this MOU. Such force majeure events include, but are not limited to, acts of God, riots, civil disturbance, acts of war, epidemics, pandemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

5. Section 4.17 NOTICES, is amended to read as follows:

- 4.17 NOTICES. Any notice or other communication required or permitted to be

given under this MOU shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (c) given to a recognized and reputable overnight delivery service, to the address set forth below:

On behalf of MAIN STREET: Buckeye Main Street Coalition, Inc.
Post Office Box 537
Buckeye, Arizona 85326
Attention: Candi Youngker, President
Phone: (602) 615-6285

On behalf of CITY: City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attention: Roger Klingler, City Manager
Phone: (623) 349-6997

With a copy to: Gust Rosenfeld, P.L.C.
One East Washington, Suite 1600
Phoenix, Arizona 85004-2553
Attention: Shiela B. Schmidt, City Attorney
Phone: (602) 257-7990

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

6. The dates described in Appendix A are amended as outlined in the attached Appendix A.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“CITY”

CITY OF BUCKEYE, an Arizona
municipal corporation

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

“MAIN STREET”

BUCKEYE MAIN STREET COALITION,
INC., an Arizona non-profit corporation

Candis M. Bishop-Youngker
Candi Youngker, Main Street President

APPENDIX A
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BUCKEYE
AND
BUCKEYE MAIN STREET COALITION, INC.

(Schedule for Banner Display)

Preferred Date	Date Window	Task (Assisted by Public Works)
Mon. July 12, 2021	Wed. July 7 – Wed. July 21, 2021	Take down Patriotic Banner Put up Welcome to Buckeye Banners
Mon. Nov. 15, 2021	Wed. Nov. 10 – Wed. Nov. 24, 2021	Take down Welcome to Buckeye Banners Put up Christmas Decorations
Mon. Jan. 3, 2022	Thurs. Dec. 30, 2021 – Mon. Jan. 10, 2022	Take down Christmas Decorations Put up Buckeye Days Banners
Mon. Feb. 7, 2022	Mon. Feb. 7 – Fri. Feb. 18, 2022	Take down Buckeye Days Banners Put up Shop & Dine Buckeye Banners
Mon. May 9, 2022	Mon. May 2 – Mon. May 16, 2022	Take down Shop & Dine Buckeye Banners Put up Patriotic Banners

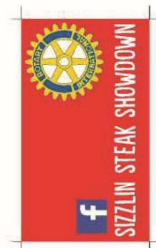
**APPENDIX B
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BUCKEYE
AND
BUCKEYE MAIN STREET COALITION, INC.**

(Graphics Standards)

[SEE FOLLOWING PAGE]



11x17 poster single sided
24x36 poster single sided



business card size front and back



5.25"x 8.5" fliers single sided



10"x 5" header for Facebook

Graphic sizes for future
MOU Sanctioned events between
City of Buckeye and
Buckeye Main Street Coalition.

APPENDIX C
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BUCKEYE
AND
BUCKEYE MAIN STREET COALITION, INC.

(Schedule for Special Events)

MAIN STREET's programs, opportunities and services to promote downtown development, visitation and businesses:

Special Events	Days	Time	Date	Locations
Veterans Day Program & Parade	Saturday	9 AM	11/6/2021	Monroe Ave.
Shop Small Saturday	Saturday	9 AM - Noon	11/28/2021	Monroe Ave.
Cotton Festival	Saturday	9 AM - 9 PM	12/04/2021	Main Street
Glow on Monroe Parade	Saturday	6:30 - 7:30 PM	12/11/2021	Monroe Ave.
Buckeye Days Events: *Parade *Steak Fry *Wild West Show	Thursday-Sunday	Various	1/27-1/30/2022	6th Street Plaza
Earth Day Cleanup Event	Saturday	9 AM - Noon	4/22/2022	Monroe Ave.

**APPENDIX D
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BUCKEYE
AND
BUCKEYE MAIN STREET COALITION, INC.**

(Alternative Services)

**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 06/15/21	AGENDA ITEM: 6.E. Resolution 43-21 Benbow Park and Coronado Park Redesignation
DATE PREPARED: 06/15/21	DISTRICT NO.: All
STAFF LIAISON: Miranda Gomez, Community Services Director, mgomez@buckeyeaz.gov, (623) 349-6353	
DEPARTMENT: Community Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Resolution No. 43-21 designating Benbow Park as the City's Veterans Memorial Park and Redesignating Veterans Memorial Park, formally known as Coronado Park, to general City right-of-way.

RELEVANT GOALS:

GOAL 4: Adequate, Well-Maintained and Well-Planned Public Infrastructure

ADDITIONAL RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The property known as Coronado Park was initially dedicated to the City of Buckeye on March 18, 1931 as right-of-way property by Southern Pacific Company in connection with a road or highway crossing tracks at grade. Coronado Park was subsequently designated as a City park and named Coronado Park. In February of 1999, Resolution No. 2-99 Coronado Park was renamed to Veterans Memorial Park.

The City maintains a Veterans Memorial Wall at Benbow Park and desires to designate Benbow Park as the City's Veterans Memorial Park and return Coronado Park to general City right-of-way use.

BENEFITS:

With the Veteran Memorial Wall located at Benbow Park, it highlights this park as a Veteran Memorial and has a dedicated space to create the memorial Veterans deserve.

FUTURE ACTION:

Council to approve Resolution 43-21.

FINANCIAL IMPACT STATEMENT:

None

CURRENT FISCAL YEAR TOTAL COST:

\$0

BUDGETED:

No

FISCAL YEAR:

FY2020-2021

FUND/DEPARTMENT:

General Fund

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 06/15/21	AGENDA ITEM: 6.F. Sundance Park Phase II Multi-Use Fields Grant from the Arizona Sports and Tourism Authority
DATE PREPARED: 06/15/21	DISTRICT NO.: All
STAFF LIAISON: Robert Wisener, Administration & Project Manager, rwisener@buckeyeaz.gov, 623-349-6621	
DEPARTMENT: Community Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Resolution No. 42-21 authorizing the submission of a Grant Application to the Arizona Sports and Tourism Authority's Youth and Amateur Sports Biennial Grant Program relating to the construction of multi-use fields in Sundance Park Phase II; approving and accepting any resulting grant; and authorizing the City Manager or Community Services Department Director to approve, execute, and deliver the resulting Grant Agreement and any Amendments thereto, and all other documents in connection with said Grant, on behalf of the City of Buckeye.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

ADDITIONAL RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

SUMMARY

PROJECT DESCRIPTION:

Phase II of Sundance Park is located on 39-acres of land west of the existing park at the southwest corner of Lower Buckeye Road and Rainbow Road. Phase I of the park opened to the public in 2012 on approximately 30 acres.

If awarded, the biennial grant from the Arizona Sports and Tourism Authority will augment City funds to construct two northern multi-use fields for football and soccer.

Other amenities currently under construction in Phase II and separate from the grant include a 3.2 acre community fishing lake, splash pad, playground, restroom, ramadas surrounding the play area, basketball courts and a lake pavilion. The ground breaking ceremony was held on April 6, 2021.

BENEFITS:

The grant will provide needed capital dollars to construct portions of Sundance Park Phase II. The park is highly desired by Buckeye residents. In 2017, the City issued a survey to residents to receive input into desired amenities for Phase II and received 2,300 responses. As part of the master planning process, two public meetings were held on March 21 and April 24, 2018. Constructing the park is

consistent with Council-approved plans including the Parks and Recreation Master Plan (2016) and the Buckeye 2040 General Plan (2018).

FUTURE ACTION:

The attached resolution gives the City Manager and the Community Services Director authority to sign any resulting grant agreement with the Arizona Sports and Tourism Authority should the funds be awarded. City staff will provide updates via Council bi-weekly reports and during the City Manager's report at a future Council meeting. If awarded, billable work on the project can begin once the funding agreement is signed, which is expected in December 2021.

FINANCIAL IMPACT STATEMENT:

The City of Buckeye is seeking a grant of \$250,000 from the Arizona Sports and Tourism Authority matched with \$850,000 in City funds for a total project cost of \$1,100,000. The total project cost of this and other phases is tentatively budgeted in the City's FY21/22 CIP submittal for \$17,696,585. If awarded, the Arizona Sports and Tourism grant will lower the City's General Fund contribution by \$250,000. The source of the \$850,000 in City matching funds is the General fund. Any resulting grant award is on a reimbursement basis with the City fronting the cost and getting reimbursed by the Arizona Sports and Tourism Authority for project-related expenses.

BUDGETED:

Yes

FISCAL YEAR:

FY 2021-2022

FUND/DEPARTMENT:

Capital Improvement Funds

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 06/15/21	AGENDA ITEM: 6.G. PLZS-20-00092 Jackrabbit Crossing Minor Subdivision
DATE PREPARED: 06/15/21	DISTRICT NO.: 6
STAFF LIAISON: Robert Busick, Planner I, rbusick@buckeyeaz.gov, (623) 349-6242	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on a minor subdivision for Jackrabbit Crossing, generally located southwest of the intersection of Indian School Road and Jackrabbit Trail.

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

ADDITIONAL RELEVANT GOALS:

GOAL 4: Adequate, Well-Maintained and Well-Planned Public Infrastructure

SUMMARY

PROJECT DESCRIPTION:

The applicant has requested approval of a minor subdivision of Jackrabbit Crossing. The 15.71-acre subdivision is located southeast of Indian School Road. It includes five (5) commercial lots in the C-2 zoning district. A total of 0.9 acres of right-of-way are being dedicated to the City of Buckeye through this minor subdivision. A site plan for the associated commercial development planned for this site was approved by the City of Buckeye Planning and Zoning Commission on May 11, 2021. The proposal is substantially consistent with the existing development in the area, the zoning district standards, and the general plan land use designation. Planning, Engineering, Fire, Community Services, and Public Works have all approved this minor subdivision. Due to the number of parcels resulting from this subdivision, an Assured Water Supply certificate is not required from ADWR, per A.R.S. 9-463.01.I.

BENEFITS:

The approval of the plat will allow development of commercial uses to help support residents in this area of the City of Buckeye.

FUTURE ACTION:

None

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 06/15/21	AGENDA ITEM: 6.H. Jackrabbit Trail and Indian School (White Tanks 4 Inlet) Intersection Right of Way Roadway Easement
DATE PREPARED: 06/15/21	DISTRICT NO.:
STAFF LIAISON: Paul Lopez, Deputy City Engineer, plopez@buckeyeaz.gov, 623-349-6204	
DEPARTMENT: Engineering	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on the Roadway Easement from Flood Control District of Maricopa County (FCDMC), a political subdivision of the State of Arizona, as Grantor, granting to the City of Buckeye, an Arizona municipal corporation, as Grantee, a non-exclusive Roadway Easement in connection with FCDMC White Tanks 4 Inlet Project and FCDMC Permit No. 2019P245; and authorizing the Mayor or City Manager to execute and deliver said Roadway Easement on behalf of the City.

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

ADDITIONAL RELEVANT GOALS:

GOAL 4: Adequate, Well-Maintained and Well-Planned Public Infrastructure

SUMMARY

PROJECT DESCRIPTION:

The City of Buckeye is acquiring a 38.5-foot wide strip of land on Indian School and Jackrabbit Trail for CIP project # 102830. This supports the Jackrabbit Trail and Indian School Intersection Improvements for the City of Buckeye and its residents. The purpose of the roadway easement is to allow the City of Buckeye, as Grantee, unrestricted access to the easement property for the operation and maintenance of the Indian School Road Improvements.

BENEFITS:

The acquisition of the Right of Way provides the City of Buckeye residents with safe transportation within the City. This project accommodates the realignment of the East bound lanes to better align with the new median constructed by Verrado.

FUTURE ACTION:

This project accommodates the realignment of the Eastbound lanes to better align with the new median constructed by Verrado.

FINANCIAL IMPACT STATEMENT:

There is no financial impact to the City for this Roadway Easement.

CURRENT FISCAL YEAR TOTAL COST:

N/A

BUDGETED:

No

FISCAL YEAR:

20-2021

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 06/15/21	AGENDA ITEM: 6.I. SRO Agreement between City of Buckeye and Buckeye Elementary School District
DATE PREPARED: 06/15/21	DISTRICT NO.: ALL
STAFF LIAISON: Larry Hall, Police Chief, lhall@buckeyeaz.gov, (623) 349-6438	
DEPARTMENT: Police	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Resolution No. 44-21 approving the Intergovernmental Agreement between the City of Buckeye and the Buckeye Elementary School District, relating to assignment and funding of school resource officers; and authorizing the Mayor, City Manager and Police Chief to execute and deliver said Agreement and related documents on behalf of the City.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The City of Buckeye (the “City”) and the District would like to enter into an agreement whereby the Buckeye Police Department will provide sworn police officers to serve as school resource officers for the Buckeye Elementary School District.

BENEFITS:

Having SROs at schools is beneficial for the safety of the students and faculty, as well as for the education of the students, as SROs are required to meet a set amount of law-related education hours. Additionally, having officers assigned to the School frees patrol officers from having to respond to the School for a variety of calls for service. Finally, partnering with the District will result in reimbursable salary savings for the Buckeye’s Police Department.

FUTURE ACTION:

Once Council approves the Agreement, the City Clerk will forward the executed agreement to the Police Department Grant Programs Administrator. The Grant Programs Administrator will then forward the executed Agreement to the District for execution. The District has reviewed the IGA

FINANCIAL IMPACT STATEMENT:

The District has funding available through the Arizona Department of Education School Safety Program Grant to provide funding for two certified police officers capable of performing SRO Service for the District.

CURRENT FISCAL YEAR TOTAL COST:

The District agrees to pay the City \$223,332.26 in consideration for the services provided by the City

under this Agreement. This amount is \$111,666.13 for each of the two (2) assigned police officers to the District.

BUDGETED:

No

FISCAL YEAR:

2021

FUND/DEPARTMENT:

35732121-523114

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 06/15/21	AGENDA ITEM: 6.J. Route 685 Short Trips
DATE PREPARED: 06/15/21	DISTRICT NO.: 1, 3, 4, 5
STAFF LIAISON: Scott Lowe, Public Works Director, SLowe@buckeyeaz.gov, (623) 349-6815	
DEPARTMENT: Public Works	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Resolution No. 46-21 approving the Transit Services Amendment to the Transit Service Agreement Contract #109-75-3031 between the City of Buckeye and Regional Public Transit Authority relating to changes in bus service and maintenance for Valley Metro Route 685; and authorizing the Mayor and City Manager to execute and deliver said Amendment and related documents on behalf of the City.

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

ADDITIONAL RELEVANT GOALS:

GOAL 4: Adequate, Well-Maintained and Well-Planned Public Infrastructure

SUMMARY

PROJECT DESCRIPTION:

The Valley Metro Rural Route 685 is looking to continue the partnership with the City of Buckeye providing bus route services for the four (4) short trips along the existing path of Route 685 between the Buckeye Senior Center located at Miller Road and Centre Avenue, and Sundance Crossings located at Yuma Road and Dean Road in Buckeye. This internal Buckeye route will be fully funded by Valley Metro with a City of Buckeye local match. All fares will also be established by Valley Metro and no cash handling will be required by the City of Buckeye.

On August 18, 2020, Council approved a Master Agreement that is effective for a period of Seven (7) years. This Agreement is an Annual Service Agreement to the Master Agreement, amending the annual changes in service levels, costs, and revenues.

The agreement also provides for maintenance service to the Valley Metro bus by the City Public Works Department; therefore, returning the City approximately \$5,000 per year in maintenance charges.

Valley Metro (VM) conducted a virtual meeting back in March of this year with those agencies utilizing their bus services. VM at that time indicated that their contractor (Total Ride) is requesting an increase in costs per mile rates. This Agreement does not reflect the proposed cost per mile rates. VM will

increase cost per mile rates for the Express and the Circulator. The increased amount between the current contract mile rates versus the proposed mile rates will be \$1.93 and \$1.50 respectively beginning June 1, 2021. This increase is due to a decrease in bus miles driven. The cost per mile rate will drop upon Peoria on the Go (POGO) circulator bus resumes service, anticipated to take place in October, 2021. Beginning on October 25, 2021, the difference in the cost per mile rate will be \$0.69 for Express and \$0.56 for Circulator.

The impact to this Agreement is minimal and should not increase more than \$3,000 if the POGO circulator resumes or no more than \$5,000 if the POGO circulator does not resume.

BENEFITS:

- Extends the reach of the transit services in a highly dense area where the most benefit and use can be realized.
- Provides alternative modes of transportation to automobiles, contributes to the reduction of traffic congestion and air pollution.
- Uses a section of Valley Metro Rural Route 685.
- Most of the funds for this additional short trip route are funded through ADOT with FTA money.

FUTURE ACTION:

Annual reconciliation of City match and fare box audits.

FINANCIAL IMPACT STATEMENT:

The City of Buckeye has committed to provide local match required for Federal Transit Administration (FTA) Section 5311 Rural Public Transportation Program funds being requested by Valley Metro from the Arizona Department of Transportation (ADOT). The request is for Section 5311 funding to support implementation and annual operation expenses for four (4) short trips on along the path of Route 685 - Gila Bend between the Buckeye Senior Center located at Miller Road and Centre Avenue, and the Maricopa County White Tank Justice Center located at Yuma Road and Dean Road in Buckeye.

The City will provide \$29,000 (31% of total estimated cost) in local funds for FY 2021 to match \$55,050 (69% of total estimated cost) of Section 5311 funds being requested to operate the additional trips. The cost of adding the four short trips is estimated to be \$94,050 for FY 2021. Additionally, City of Buckeye is committed to providing funding for these trips in future years. The IGA also anticipates annual reconciliation of the amounts such that the annual appropriation from the City may vary up or down depending upon actual costs of providing the services.

CURRENT FISCAL YEAR TOTAL COST:

\$29,000 per Agreement. This is anticipated to increase between \$32,000 to \$34,000 based on proposed cost per mile rates.

BUDGETED:

Yes

FISCAL YEAR:

FY 2021/22

FUND/DEPARTMENT:

10003170-520057

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 06/15/21	AGENDA ITEM: 6.K. Council to take action on the Memorandum of Understanding (MOU) between the City of Buckeye and the United Buckeye Fire Association for the period July 1, 2021 through June 30, 2022.
DATE PREPARED: 06/15/21	DISTRICT NO.:
STAFF LIAISON: Nancy Love, Human Resources Director, nlove@buckeyeaz.gov, (623) 349-6255	
DEPARTMENT: Human Resources	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on the Memorandum of Understanding (MOU) between the City Manager of the City of Buckeye and the United Buckeye Firefighters Association for the period July 1, 2021 through June 30, 2022; authorizing the City Manager or Assistant City Manager to execute and deliver said MOU on behalf of the City.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

On September 16, 2008 Council adopted Ordinance 67-08 amending the City Code by adding new Article 3-6, Meet and Confer Process.

The ordinance acknowledged that the City and its employees share an interest in fostering harmonious and cooperative relations and establishes an orderly process by which certain regular, non-probationary employees of the City and their designated representatives can meet and confer with the City Manager or City Manager's designated representative relating to their wages, hours and working conditions.

The United Buckeye Firefighters Association, being a recognized Employee Organization per Ordinance 67-08, submitted their FY22 proposal of items for discussion, to the City Manager, within the required timeframe.

The Association requested six additions or changes to the FY22 MOU. The Assistant City Manager and the Association Board Members met and discussed the items presented for consideration. At the

conclusion of the meet and confer process, the Assistant City Manager and Association agreed three changes would be made to the FY22 MOU.

For Council's information following is a summary of the changes requested by the Association.

WAGES, HOURS, AND WORK CONDITIONS

Paragraph 2 - Increase to Paramedic and Technical Rescue Technician Premium Pay

Association: The Association requested Paramedic premium pay, for those employees certified as paramedics to increase from \$2.00 to \$2.50 per hour. And that Technical Rescue Technician (TRT) or Hazardous Materials (HazMat) premium pay, for those employees certified in either of these areas, increase from \$0.75 per hour to \$1.00 per hour.

City Manager response: The City Manager agreed to increase the paramedic pay from \$2.00 per hour to \$2.25 per hour, and the TRT/HazMat pay from \$0.75 per hour to \$1.00 per hour. This change brings our premium pays more in line with our comparator cities.

This request is included in the proposed FY22 MOU.

Paragraph 5

Association: The Association requested the following modifications, in red, be made to this paragraph:

“The Department shall ~~attempt to~~ staff all engine and ladder companies with four person crews in accordance with the provision of Fire Department Policy #104.08. At no time will more than two (2) companies have more than two (2) firefighters working out-of-class at a time. ~~Staffing for responding shift supervisors shall be one (1) chief level officer and one (1) qualified battalion safety officer.~~”

City Manager response: Neither the City Manager or the Fire Chief support these revisions. Adding this language limits the Chiefs ability to staff and assign personnel as he deems necessary and that is in the

best interest of the department and the city.

This request is not included in the proposed FY22 MOU.

BENEFITS

Paragraph 11

This was not requested by the Association, however, this language was simply updated to match the recently revised City of Buckeye Personnel Rules and Policies Manual, Chapter 5, Section 510 which increased holiday hours for all employees from 96 hours per year to 100 hours per year.

This revision is included in the proposed FY22 MOU.

Paragraph 12

Association: The Association requested the following revisions, in red, to the language currently in their MOU:

“~~Sick and~~ Vacation Leave for Sworn Fire Department Personnel will follow city policy. ~~Because of the increased exposure to illness and disease Fire Department Personnel are subjected to, Sick Leave will count as hours worked when calculating overtime.~~”

City Manager response: The City Manager does not support this request. Bereavement leave is the only non-worked hours that are considered hours worked for the purpose of calculating overtime. This applies to all non-exempt employees throughout the city.

This request is not included in the proposed FY22 MOU.

Paragraph 16

Association: The Association requested the following language, in red, be added to the existing paragraph 16 language:

"Firefighters shall receive annual physicals from the Phoenix Health Center. Also, each crew will be permitted to complete all needed blood-work on duty as required by the Phoenix Health Center. Annual Cancer screening through a qualified provider will be part of the employees annual physical. At no time will any member go longer than 14 months without their annual physical."

City Manager response: Based on information received from the Fire Chief, the Fire Department is looking into changing their annual physical provider as well as obtaining a provider to administer cancer screenings. The City Manager did agree to the following revisions to this paragraph:

"Firefighters shall receive annual physicals that meet the current NFPA 1582 requirements. Also, each crew will be permitted to complete all needed blood work on duty."

The language stated above is included in the proposed FY22 MOU.

Below are additional requests made by the Association which are not included in the proposed FY22 MOU

Association: The Association requested the following language be added to the FY22 MOU:

Longevity Pay:

In recognition of increased service delivery and a cost savings to The City of Buckeye, along with retaining dedicated and highly trained personnel. The City shall provide longevity pay for the all employees in good standings;

10-15 years 1% of yearly salary

15-20 years 2% of yearly salary

Over 20 years 3% of yearly salary:

City Manager response: The City Manager does not support this request. No other city employee receives longevity pay. Longevity pay, if provided, should be for all city employees.

This request is not included in the proposed FY22 MOU.

Association: The Association requested the following language be added to the FY22 MOU:

City Contribution to sworn Fire Public Safety Personnel

The City will provide 3.75% of all firefighter personnel payroll to contribute to fire personnel's 457 deferred compensation accounts. The City currently provides all employees with 2 retirement benefits; this will bring all sworn fire personnel up to that standard.

City Manager response: The City Manager does not support this request. The city makes mandatory retirement contributions into the Public Safety Personnel Retirement System, as well as the Arizona State Retirement System, for all eligible employees.

This request is not included in the proposed FY22 MOU.

Association: The Association requested the following language be included in the FY22 MOU:

When Mandatory overtime is required and a firefighter is forced to work outside of their regular assigned shift, that overtime will be paid at time and a half regardless of hours worked during that pay cycle.

City Manager response: The City Manager does not support this request, primarily due to financial reasons.

This request is not included in the proposed FY22 MOU.

BENEFITS:

The successful conclusion of any Meet and Confer process, with the approval of an agreed upon MOU, continues the foundational agreement previously adopted by Council, and when applicable, incorporates new items agreed upon during the process. The Meet and Confer process continues to facilitate open and ongoing dialogue between the City Manager and the Fire Association.

FUTURE ACTION:

News items will become effective the first full pay period after July 1, 2021.

FINANCIAL IMPACT STATEMENT:

The increase in paramedic and TRT/HazMat pay will amount to approximately \$36,000.00 annually and is included in the Fire departments FY22 budget requests.

CURRENT FISCAL YEAR TOTAL COST:

\$36,000.00

BUDGETED:

Yes

FISCAL YEAR:

FY22

FUND/DEPARTMENT:

10002140 510001

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

[Fire MOU.pdf](#)

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY MANAGER OF THE CITY OF BUCKEYE AND THE UNITED BUCKEYE FIREFIGHTERS ASSOCIATION

July 1, 2021- June 30, 2022

Whereas, the United Buckeye Firefighters Association is Certified as the official and exclusive Employee Organization for the City's Firefighters as defined by Ordinance #67-08 for purposes of the Meet and Confer Process; and

Whereas, the United Buckeye Firefighters Association submitted proposals relating to the wages, hours and working conditions of the City's Firefighters by December 15, 2020, and the City Manager, submitted a response; and

Whereas, the City Manager, and representatives of the United Buckeye Firefighters Association have met and conferred at mutually agreed upon times and places for the purpose of pursuing a Memorandum of Understanding to present to the Mayor and City Council relating to the wages, hours and working conditions of the City's firefighters; and

Whereas, the City Manager, and representatives of the United Buckeye Firefighters Association, have achieved agreement on items to be included in a Memorandum of Understanding to present to the Mayor and Council for their consideration for the 2021-2022 budget year.

Now, therefore, this Memorandum of Understanding has been prepared by the City Manager and the United Buckeye Firefighters Association for presentation to the Mayor and Council for their consideration with the recommendation to accept the following items to be implemented effective the first payroll period following July 1, 2021 or as soon thereafter as they reasonably can be implemented, and enforced during Fiscal Year 2021-2022 in accordance with City of Buckeye Ordinance #67-08

WAGES, HOURS, AND WORK CONDITIONS

1. Salary surveys will include premium pay, if any for paramedics, Technical Rescue and Hazardous Materials Team members pay by the comparable communities. The City's objective is to use the survey results to develop a fair, consistent and competitive total compensation plan that promotes retention and recruitment of quality staff, and rewards employees for their contributions to the City's success. Association representatives will be invited to participate in any City committee that deals with wages, benefits and working conditions of City fire personnel.
2. All firefighters certified as paramedics shall receive their regular hourly rate plus an additional premium pay of \$2.25 per hour. Specialty pay for all firefighters certified as a TRT or HazMat personnel, the employee shall receive an additional premium pay of \$1.00 per hour. All required training for specialty certification and re-certification, as determined by the City, will be provided by and or compensated by the City of Buckeye. Members required to attend training to maintain their specialties will be granted up to eight (8) hours of overtime per calendar year to

attend training off-duty.

3. Any off-duty non-exempt firefighter who is called back to work after completing their shift and leaving the work area will receive a minimum of three (3) hours of work. Call back pay will be calculated from the time the firefighter starts working until the work is completed and they are released from duty.
4. Shift Exchanges
 - a. Two firefighters in the same classification, or on any promotional list for a classification, may exchange shifts in accordance with Buckeye Fire Department Policy 103.4. A firefighter may exchange up to forty-eight (48) shifts during a fiscal year. A shift Exchange will not be requested or approved if it creates an overtime cost to the Department.
 - b. All Shift Exchanges shall be in conformance with the regulations set forth by the Labor/Management Committee and approved by the Fire Chief.
5. The Department shall attempt to staff all engine and ladder companies with four person crews in accordance with the provisions of Fire Department Policy #104.08. At no time will more than two (2) companies have more than two (2) firefighters working out-of class at a time.
6. Working Out of Class

The fire Working Out of Class process will follow Fire Department Policy #102.06.
7. Bilingual Pay:

Will be administered according to the City of Buckeye Personnel Rules and Policies Manual, Chapter 4, Section 421-16.

BENEFITS

8. Before providing new benefit programs or changing benefit programs that are uniquely provided to the Employee Group, the City Manager or the City Manager's representatives will make reasonable efforts to meet with the Association's representatives to explain the new or changed benefit programs.
9. Leave of Absence Without Pay

Leave of Absence without Pay may be granted to a firefighter, upon written request, for a period not to exceed one hundred eighty (180) days by the City Manager in his sole discretion. Upon expiration of Leave of Absence Without Pay, the firefighter shall return to work in the position held at the time that leave was granted or a substantially similar position. Failure of the firefighter on leave, to report promptly when the leave has expired shall be considered as a resignation. There will be no accrual of Sick Leave or Vacation Leave while on a Leave of Absence Without Pay.

10. Light Duty

The City may provide light duty work consistent with a firefighter's skill and ability when such work will benefit the City. A firefighter assigned light duty work will be placed on a converted forty (40) hour weekly schedule and be paid at the converted forty (40) hour rate of pay.

11. Holiday Pay

All firefighters shall be compensated for City recognized holidays. Compensation shall consist of ten (10) hours of straight rate pay for each full holiday. A total of 100 hours of holiday pay will be provided each fiscal year in accordance with City of Buckeye Personnel Rules and Policies Chapter 5, Section 510.

12. Sick and Vacation Leave

Sick and Vacation Leave for Sworn Fire Department Personnel will follow city policy.

13. Bereavement Leave

Bereavement Leave for firefighters should be scheduled to assure the firefighter three (3) consecutive calendar days off of work to attend funeral of an immediate family member within the State of Arizona, and five (5) consecutive calendar days to attend a funeral of an immediate family member outside the State of Arizona. A firefighter should be paid their regular rate of pay for hours he or she was scheduled to work during an approved Bereavement Leave. Bereavement hours will be considered hours worked when considering overtime calculations.

14. Certified Fire personnel will be eligible to participate in a Post-Employment Health Plan (PEHP) offered by the City. The minimum contribution, set forth by Nationwide Retirement Solutions, is required of all certified fire personnel as defined by the PEHP document. All newly hired certified fire personnel must contribute to the PEHP.

15. Uniform Allowance

Firefighters will receive eight hundred dollars (\$800.00) of uniform allowance per fiscal year. Uniform allowance will be available to the firefighters August 1st to May 31st of each fiscal year. Uniform allowance will be used to purchase items such as duty uniforms, physical training apparel, Personal Protective Equipment (PPE), class "A" uniforms; EMS pants, athletic shoes and eye protection, and other items deemed necessary by fire administration and the association.

Firefighters may submit receipts, and be reimbursed through the city's established employee reimbursement process, for up to \$200.00 of said \$800.00 allowance, for fire related incidental purchases not provided for by current uniform vendors. At

the end of each fiscal year if a firefighter has exceeded the \$800.00 maximum uniform allowance, the employee will be required to pay back the city for any amount over \$800.00. The amount of the overage will be deducted from the employee's paycheck.

16. Annual Physicals

Firefighters shall receive annual physicals that meet the current NFPA 1582 requirements. Also, each crew will be permitted to complete all needed blood-work on duty.

OTHER WORKING CONDITIONS

17. When release time is desired, the Association President, Vice President, Secretary or Treasurer or their designee, will provide the Chief or the Chief's designee with written notification to the Chief of the request for release time. The written request will state (1) public purpose of the release time and the consideration provided to the City in exchange for the release time requested; (2) date(s) and time(s) requested and (3) identify the firefighters for whom release time is being requested. The purpose for which release time may be approved:

- a. To participate in City-sanctioned committees or sponsored charitable activities;
- b. Other legitimate Association business approved by the Chief.

Notice must be submitted seven (7) days in advance except in cases of emergency. Release time may be approved if the Chief agrees the request is for a public purpose, is supported by adequate consideration to the City and if the time can be accommodated in lieu of the operational, staffing and training needs of the Department without additional cost to the City. Release time will be reasonable. Total release time taken by Association representatives will not exceed a cumulative total of five hundred sixty (560) hours per fiscal year. Nothing in this paragraph will be construed to permit a violation of any City Policy, rule, regulation or guideline.

18. The Association's representatives may distribute materials on the City's premises, on the same terms as the general public, as long as the distribution does not disrupt work performance or normal business activities. The Association's representatives may, as private citizens, participate in open forum activities on the same terms as members of the general public.
19. Firefighters may utilize the City's email system to communicate about the Association's business as a certified Employee Organization. Such use will not disrupt work performance or normal business activities; will not interfere with the City's operations; will not compromise noticeable resource utilization or create costs for the City; and will comply with City Policies and Guidelines concerning the proper use of electronic resources. The City and the Association recognize that

most email is a public record when sent or received.

20. The City will provide bulletin boards for use by the Employee Organization to communicate with its members about the Association's business as a certified Employee Organization. Employees must exercise courtesy, common sense, and decency in posting material. Items which, for example, are abusive, harassing, defamatory, and unlawful, or violate City policies will not be posted.
21. The City will provide public, readily available information requested by the Employee Organization. The information may include, but not be limited to, information concerning the Employee Group, its personnel, available benefits data and survey results. The City may charge the Association a reasonable fee for copies.
22. Firefighters shall have the right to be or not to be represented by the Association in dealings with the City concerning formal disciplinary proceedings in reference to City employee policies and guidelines.
23. Any firefighter covered hereunder, or their representative designated in written form, signed by the firefighter shall, on request and by appointment, be permitted to examine their personnel file.
 - a. No firefighter shall have any adverse comments entered into their personnel file without being informed by a supervisor. If the employee requests, he or she shall receive a copy of the adverse comment.
 - b. Firefighters may, at their discretion, attach a statement of rebuttal to any material contained in their personnel file, which may be adverse in nature.
24. The fire Assignment Bidding Process will follow Fire Dept. Policy #102.04.
25. When the training, experience, and ability of firefighters is relatively equal, as determined by the Fire Chief, the Department will consider seniority, defined as length of continuous service within a classification, as a factor in making decisions concerning work assignments and schedules.
26. All personnel Appointments will follow Fire Dept. Policy #102.04. This policy will regulate the New Hire Probationary Period (Trial Period), the Promotional Probationary Period and the Promotional Process.

Upon the completion of a promotional testing process for Engineer or Captain, an eligibility list, containing the names of candidates who qualified by the examination for promotion shall be established. This list will be valid from the time the list is established and shall expire two (2) years from that date. A new eligibility list must be established through a testing process in order to promote any individual to Engineer or Captain after the expiration of the two (2) year period. Before the expiration of the two (2) year list, the Fire Chief may extend the promotional list for up to six months by notifying the Association.

In the event the next candidate on the promotional list is on a Performance Improvement Plan, has received significant discipline within the previous 12 months, the Fire Chief, at his sole discretion, may select another candidate from the list to promote.

27. Fiscal Crisis

During the term of this Memorandum of Understanding, the City Manager or the City Manager's representatives may mutually agree with the Association to meet and discuss revisions to the Memorandum of Understanding in view of budgetary constraints or unanticipated developments.

28. The City shall not be required to meet and confer concerning any other matters, covered or not covered herein, during the term of this Memorandum. This Memorandum constitutes the total and entire understanding between the Parties on matters addressed herein and no verbal statement shall supersede any of its provisions.

29. Employee Group/Management Committees

The following committees shall be established to facilitate communication, cooperation and coordination between the Fire Department and its firefighters. These committees are meant to facilitate positive relationships by providing a forum for the free discussion of mutual concerns and problems. Issues that are not resolved under these Committees may be a topic for the next Meet and Confer process. Members of the following committees should be released from duty without loss of pay to participate in committee meetings or work. In these circumstances, these hours will not subtract from the bank of Union Release Time. Firefighters who participate in meetings covered by this Article at times other than their normal work shift shall not receive compensation and said hours are not considered time worked for the purpose of computing overtime.

Each of these committees shall meet as needed, determined through good-faith communication between the Fire Department Administration and the Association. The findings of these committees will be presented at the end of the Labor/Management process and be subject to the final approval of the Fire Chief.

- a. Administrative Committee - Will consist of up to four (4) representatives from each the Fire Administration and the Association. This committee's scope will include items such as Human Resource, New Hire Recruitment and Testing, Standard Operating Procedures, Health and Safety and Risk Management.
- b. Emergency Medical Services Committee - Will Consist of up to four (4) representatives from each Fire Administration and the Association. This committee's scope will include items such as ALS and BLS Refresher Training, Quality Assurance, Emergency Medical Supplies, Community Paramedicine and Emergency Medical Transport.

- c. Training Committee - Will consist of up to four (4) representatives from each the Fire Administration and the Association. This committee's scope will include items such as Fire related Training and procedures, Special Operations and Command Training.
- d. Operations Committee - Will Consist of up to four (4) representatives from each Fire Administration and the Association. This Committee's Scope will include items such as Deployment, Assignments and Bid Process, Communication and preparedness.
- e. Resource Committee - Will consists of up to four (4) representatives from each Fire Administration and the Association. This Committee's scope will include items such as Apparatus, Facilities, Equipment and Uniforms.

Dated this _____ day of _____, 2021

James Shano
Buckeye Assistant City Manager



Matthew Thomas
Buckeye Firefighters Association

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 06/15/21	AGENDA ITEM: 6.L. Boards and Commissions Changes / CSAB Resignations
DATE PREPARED: 06/15/21	DISTRICT NO.: All
STAFF LIAISON: Summer Stewart, Deputy City Clerk, sstewart@buckeyeaz.gov, (623) 349-6914	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the removal of Natalie Abeyta and Kristin Greene Luce as Regular Members of the Community Services Advisory Board.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The City encourages community involvement in our programs through our boards and commissions. Members are removed when they are no longer eligible to serve or they become inactive. Mrs. Abeyta and Mrs. Greene Luce have submitted resignation notices due to their inability to continue serving.

Boards and Commissions Applications and resignation notices are kept on file in the Office of the City Clerk.

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 06/15/21	AGENDA ITEM: 7.A. PH and Action Cracker Barrel #615 Series 12 Restaurant Liquor License Application
DATE PREPARED: 06/15/21	DISTRICT NO.: 5
STAFF LIAISON: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
 Council to hold a public hearing and take action on the request for a new Series 12 Restaurant Liquor License (Application No. 148451) for Cracker Barrel #615, located at 606 South Watson Road in Buckeye.

RELEVANT GOALS:

GOAL 2: Enhanced Economic Well-Being and Vitality

ADDITIONAL RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

Cracker Barrel #615 is requesting approval for a new Series 12 Restaurant Liquor License for their existing location. The application was legally posted on May 18, 2021.

BENEFITS:

The City will continue to collect sales tax revenue from liquor sales.

FUTURE ACTION:

After approval, the application will be forwarded by the City Clerk's Office to the Arizona Department of Liquor License and Control for a final decision.

FINANCIAL IMPACT STATEMENT:

The \$900 fee will be collected for processing; \$500 application fee and \$400 annual fee.

BUDGETED:

No

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

[Updated LGB Report.pdf](#)

[Redacted Application.pdf](#)

[CrackerBarrel GIS Map.pdf](#)

State of Arizona
Department of Liquor Licenses and Control

Created 05/14/2021 @ 11:29:46 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	CRACKER BARREL #615		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	606 S WATSON ROAD BUCKEYE, AZ 85326 USA		
Mailing Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA		
Phone:	(623)474-0008		
Alt. Phone:	(602)200-7222		
Email:	ANDREA@LEWKLaw.COM		

AGENT

Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLaw.COM

OWNER

Name: CBOCS WEST INC
Contact Name: ANDREA DAHLMAN LEWKOWITZ
Type: CORPORATION
AZ CC File Number: F07958430 State of Incorporation: NV
Incorporation Date: 12/31/1996
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

Officers / Stockholders

Name:	Title:	% Interest:
CRACKER BARREL OLD COUNTRY STORE INC	MEMEBER	100.00
RICHARD MICHAEL WOLFSON	DIRECTOR/SEC	
PAUL DOUGLAS COUVILLION	DIRECTOR/TRES	

CBOCS WEST INC - MEMEBER

Name: CRACKER BARREL OLD COUNTRY STORE INC
Contact Name: ANDREA LEWKOWITZ
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

**CBOCS WEST INC - DIRECTOR/TRES
CRACKER BARREL OLD COUNTRY STORE INC -
SVP**

Name: PAUL DOUGLAS COUVILLION
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (615)444-5533
Alt. Phone:
Email: ALCOHOLLICESNING@CRACKERBARREL.COM

Buckeye

Job # 148451

Cracker Barrel # 615

Leudcowitz, Andreen

CRACKER BARREL OLD COUNTRY STORE INC -

Director, PRES, CEO

Name: SANDRA BROPHY COCHRAN
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (615)444-5533
Alt. Phone:
Email: ALCOHOLLICENSING@CRACKERBARREL.COM

CRACKER BARREL OLD COUNTRY STORE INC -

Treasurer

Name: KARA STRATTON JACOBS
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (615)444-5533
Alt. Phone:
Email: ALCOHOLLICENSING@CRACKERBARREL.COM

21 MAY 18 11:47 AM '06

**CBOCS WEST INC - DIRECTOR/SEC
CRACKER BARREL OLD COUNTRY STORE INC -**

Secretary

Name: RICHARD MICHAEL WOLFSON
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (615)444-5533
Alt. Phone:
Email: ALCOHOLLICENSING@CRACKERBARREL.COM

AMENDMENT

APPLICATION INFORMATION

Application Number: 148451
Application Type: New Application
Created Date: ~~04-15-2001~~ 05/14/2001

*

Venidici Panna

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company

JOB #148451
CRACKER BARREL #615
LEWKOWITZ, ANDREA
AMENDMENT MADE BY CSR CA, PER AGENT'S
05/20/2021 EMAIL REQUEST

- 3) Is there a penalty if lease is not fulfilled?
Yes, Termination and/or other monetary penalties
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
0.00
- 6) Is there a drive through window on the premises?
No
- 7) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
Contiguous Patio
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

AMENDMENT

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ORGANIZATIONAL DOCUMENTS	CBOCS West Inc._Ownership Chart.pdf	04/15/2021
RESTAURANT OPERATION PLAN	CB (Buckeye)_ROP.pdf	04/15/2021
MENU	CB_Menu.pdf	04/15/2021
RECORDS REQUIRED FOR AUDIT	CB (Buckeye)_Audit.pdf	04/15/2021
QUESTIONNAIRE	CB (Buckeye)_Agt Andrea (Quest).pdf	04/15/2021
QUESTIONNAIRE	CB (Buckeye)_CP Couvillion (Quest).pdf	04/15/2021
DIAGRAM/FLOOR PLAN	CB (Buckeye)_Premises Diagram.pdf	04/15/2021
MISCELLANEOUS	CB (Buckeye)_Agt Andrea (Ltr).pdf	04/15/2021
QUESTIONNAIRE	CB (Buckeye)_CP Crocker (Quest).pdf	04/15/2021
QUESTIONNAIRE	CB (Buckeye)_CP Jacobs (Quest).pdf	04/15/2021
QUESTIONNAIRE	CB (Buckeye)_CP Wolfson (Quest).pdf	04/15/2021
	CBOCS West Inc._Ownership Chart_May 7 21.pdf	05/07/2021
	CP Couvillion_signed statement.pdf	05/07/2021
	CP Crocker_signed statement.pdf	05/07/2021
	CP Jacobs_signed statement.pdf	05/07/2021
	CP Wolfson_signed statement.pdf	05/07/2021

21 MAY 21 14:16:01



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

21 MAY 14 11:11 AM

QUESTIONNAIRE

A.R.S. § 4-202, 4-210

Type or Print with **Black Ink**

The fees allowed by R19-1-102 will be charged for all dishonored checks.

FP Current
10-18-19

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A **BLUE OR BLACK LINED FINGERPRINT CARD** ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: SERIES 12 | PENDING

1. Check the
Appropriate
Box →

☐ Controlling Person

☒ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: LEWKOWITZ ANDREA DAHLMAN Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: ARIZONA

4. Place of birth: MANKATO MN USA Height: 5' 8" Weight: 140 Eyes: HZL Hair: BLN
City State COUNTRY (not county)

5. Name of current/most recent spouse: LEWKOWITZ HAROLD JEROME Birth Date: [REDACTED] [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 04/1961

7. Daytime telephone number: (602) 200-7222 E-mail address: andrea@lewklaw.com

8. Business Name: CRACKER BARREL #615 Business Phone: 623 / 474 / 0008

9. Business Location Address: 606 S. WATSON ROAD BUCKEYE AZ MARICOPA 85326
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/2004	CURRENT	ATTORNEY	LEWKOWITZ LAW OFFICE PLC
			2600 N CENTRAL AVENUE, STE. 1775, PHOENIX, AZ 85004

(ATTACH ADDITIONAL SHEET IF NECESSARY)



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

21 MAY 14 14:11:12

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

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Liquor License#: SERIES 12 | PENDING

1. Check the
Appropriate
Box →

☒ Controlling Person	☐ Agent	☐ Premises Manager (complete all questions except #12)
--	--------------------------------	--

2. Name: COUVILLON PAUL DOUGLAS Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: TN

4. Place of birth: BATON ROUGE LA USA Height: 5' 10" Weight: 205 Eyes: BLU Hair: BLN
City State COUNTRY (not county)

5. Name of current/most recent spouse: COUVILLON AMY COLLEEN Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☒ No If yes, what is your date of residency: _____

7. Daytime telephone number: (615) 444-5533 E-mail address: alcohollicensing@crackerbarrel.com

8. Business Name: CRACKER BARREL #615 Business Phone: 623 / 474 / 0008

9. Business Location Address: 606 S. WATSON ROAD BUCKEYE AZ MARICOPA 85326
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/2001	CURRENT	SVP	CRACKER BARREL OLD COUNTRY STORE, INC. 305 HARTMANN DRIVE, LEBANON, TN 37087

(ATTACH ADDITIONAL SHEET IF NECESSARY)



Arizona Department of Liquor Licenses and Control

800 W Washington 5th Floor

Phoenix, AZ 85007-2934

www.azliquor.gov

(602) 542-5141

QUESTIONNAIRE

A.R.S. § 4-202, 4-210

Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

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Liquor License#: SERIES 12 | PENDING

1. Check the Appropriate Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: COCHRAN SANDRA BROPHY Birth Date: [REDACTED] [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: TN

4. Place of birth: COLUMBUS GA USA Height: 5' 6" Weight: 140 Eyes: GRN Hair: BLN
City State COUNTRY (not county)

5. Name of current/most recent spouse: COCHRAN DONALD QUINTON Birth Date: [REDACTED] [REDACTED] [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☒ No If yes, what is your date of residency: _____

7. Daytime telephone number: (615) 444-5533 E-mail address: alcohollicensing@crackerbarrel.com

8. Business Name: CRACKER BARREL #615 Business Phone: 623 474 0008

9. Business Location Address: 606 S. WATSON ROAD BUCKEYE AZ MARICOPA 85326
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
04/2009	CURRENT	CEO/PRESIDENT	CRACKER BARREL OLD COUNTRY STORE, INC. 305 HARTMANN DRIVE, LEBANON, TN 37087

(ATTACH ADDITIONAL SHEET IF NECESSARY)



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

21 MAY 14 149. LIC. AM11:15

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: **SERIES 12 | PENDING**

1. Check the
Appropriate
Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager
(complete all questions except #12)

2. Name: JACOBS KARA STRATTON Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: TN

4. Place of birth: NASHVILLE TN USA Height: 5' 8" Weight: 130 Eyes: GRN Hair: BRN
City State COUNTRY (not county)

5. Name of current/most recent spouse: JACOBS ASHLEY HANSON Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☒ No If yes, what is your date of residency: _____

7. Daytime telephone number: (615) 444-5533 E-mail address: alcohollicensing@crackerbarrel.com

8. Business Name: CRACKER BARREL #615 Business Phone: 623 / 474 / 0008

9. Business Location Address: 606 S. WATSON ROAD BUCKEYE AZ MARICOPA 85326
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/2001	CURRENT	TREAS/VP	CRACKER BARREL OLD COUNTRY STORE, INC. 305 HARTMANN DRIVE, LEBANON, TN 37087

(ATTACH ADDITIONAL SHEET IF NECESSARY)



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

21 MAY 14 147. LIC. RM1115

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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Liquor License#: **SERIES 12 | PENDING**

1. Check the
Appropriate
Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: **WOLFSON** **RICHARD** **MICHAEL** Birth Date: [REDACTED] [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: **TN**

4. Place of birth: **NEW YORK** **NY** **USA** Height: **6' 4"** Weight: **185** Eyes: **GRN** Hair: **BRN**
City State COUNTRY (not county)

5. Name of current/most recent spouse: **WOLFSON** **LOU ANNE** **COREY** Birth Date: [REDACTED] [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☒ No If yes, what is your date of residency: _____

7. Daytime telephone number: **(615) 444-5533** E-mail address: **alcohollicensing@crackerbarrel.com**

8. Business Name: **CRACKER BARREL #615** Business Phone: **623** / **474** / **0008**

9. Business Location Address: **606 S. WATSON ROAD** **BUCKEYE** **AZ** **MARICOPA** **85326**
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

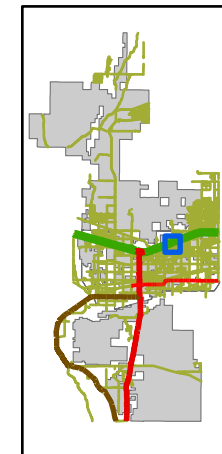
FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
08/2017	CURRENT	SR VP/SEC/GC	CRACKER BARREL OLD COUNTRY STORE, INC. 305 HARTMANN DRIVE, LEBANON, TN 37087
04/2017	08/2017	N/A	4012 COPELAND DRIVE, NASHVILLE, TN 37215
11/2005	04/2017	CLARCOR, INC.	840 CRESCENT DRIVE, #600, FRANKLIN, TN 37067

(ATTACH ADDITIONAL SHEET IF NECESSARY)

City of Buckeye Business Licensing

Series 012 - Restaurant
Name: Cracker Barrel #615
Address: 606 S Watson Rd.,
Buckeye, AZ, 85326
AZ License # 148451

-  Cracker Barrel
-  Churches
-  Schools
-  Fire Stations
-  Police Stations
-  300 ft. Radius
-  1/2 Mile
-  1 Mile



0.2 0.1 0 0.2 Miles



The data depicted hereon are for reference purposes only.
The City of Buckeye does not warrant the accuracy or
integrity of the information for any particular use.



CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 06/15/21	AGENDA ITEM: 7.B. Public Hearing and Action PLZZ-20-00011 Homes at Susan's Ranch PAD Rezone
DATE PREPARED: 06/15/21	DISTRICT NO.: 3
STAFF LIAISON: Andrea Marquez, Planner II, amarquez@buckeyeaz.gov (623) 349-6200	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to hold a public hearing and take action on Ordinance No. 13-21 amending the Zoning Map of the City of Buckeye on approximately 22.8 acres, located generally at the northeast corner of Miller Road and Lower Buckeye Road, from Mixed Residential District (MR), to Single-Family 3 (SF-3), with a Planned Area Development (PAD), for a property known as Homes at Susan's Ranch.

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

SUMMARY

PROJECT DESCRIPTION:

Rapid Wags Properties LLC is requesting a Planned Area Development (PAD) zoning overlay approval, the PAD will facilitate the construction of 144 single-family lots detached homes, cluster/pod lot design, landscaped active open spaces. The proposed rezoning will support workforce housing development which will diversify housing product offered in Buckeye, Arizona. Developed one-acre single-family homes are located to the north known as Buckeye North, a subdivision platted in 1973. Saint Henry Roman Catholic Church abuts the east portion of the project site. To the northeast is a charter school. East of the project is vacant land, zoned commercial center (CC). Monte Verde Community Master Plan (CMP) is located directly to the south of the site, which is currently undeveloped agricultural cropland.

The property is currently zoned Mixed Residential (MR). The request is to rezone to Single Family 3 (SF-3) with Planned Area Development overlay. The PAD overlay will modify base standards to allow uniform sized lots and prescribe landscaping and architectural enhancement for the proposed subdivision. The proposed development is approximately 6.3 dwelling units per acre. The SF-3 district is intended for small-lot single-family dwellings at a higher density, in addition to single-family homes, two-family homes (duplexes) and town homes are allowed. The proposed product includes Cluster/pod designed to fit six to nine lots with interior private drives and garages. The PAD makes allowances for the proposed development standards, including open space requirements.

This rezone request includes the following Assessor Parcel numbers APN 504-63-137A; APN 504-63-543 and APN 504-63-547A.

BENEFITS:

Increases the number of available single family lots for development.

FUTURE ACTION:

No future action.

FINANCIAL IMPACT STATEMENT:

N/A

CURRENT FISCAL YEAR TOTAL COST:

N/A

BUDGETED:

No

FISCAL YEAR:

N/A

FUND/DEPARTMENT:

N/A

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

[ORD 13-21 Homes at Susan's Ranch Rezone.pdf](#)

[Susan's Ranch Legal Description and Exhibit.pdf](#)

[PLZZ-20-00011 Susan's Ranch Rezone PAD PZ Staff Report 5.25.2021 FINAL.docx](#)

[2R - PLZZ-20-00011 Homes at Susan's Ranch - Project Narrative with Exhibits.pdf](#)

[2R - PLZZ-20-00011 Homes at Susan's Ranch - Citizen Participation Plan with Attachments.pdf](#)

[RE Water Run off on case PLZZ-20-00011.pdf](#)

[Vicinity Map.pdf](#)

[PLZZ-21-00011_Susan_s_Ranch_Rezone_CC_PRESENTATION_6.15.2021_with_exhibits.pdf](#)

WHEN RECORDED, RETURN TO:

City of Buckeye
ATTN: City Clerk, Lucinda J. Aja
530 East Monroe Avenue
Buckeye, Arizona 85326

ORDINANCE NO. 13-21

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AMENDING THE ZONING MAP OF THE CITY OF BUCKEYE ON APPROXIMATELY 22.8 ACRES, LOCATED GENERALLY AT THE NORTHEAST CORNER OF MILLER ROAD AND LOWER BUCKEYE ROAD, FROM MIXED RESIDENTIAL DISTRICT (MR), TO SINGLE-FAMILY 3 (SF-3), WITH A PLANNED AREA DEVELOPMENT (PAD), FOR A PROPERTY KNOWN AS HOMES AT SUSAN'S RANCH.

WHEREAS, by adoption of this Ordinance, the City Council desires to amend the Zoning Map of the City of Buckeye by amending approximately 22.8 acres from Mixed Residential (MR) to Single-Family 3 (SF-3) with a Planned Area Development (PAD) overlay; and

WHEREAS, all required notices of the public hearings scheduled on this zoning request were provided pursuant to the Development Code of the City of Buckeye and State law; and

WHEREAS, the City of Buckeye Planning & Zoning Commission held a public hearing on June 8, 2021, and recommended approval of this zoning change subject to conditions; and

WHEREAS, the recommended zoning changes are in conformity with the general plan; and

NOW THEREFORE BE IT ORDAINED, by the Mayor and City Council of the City of Buckeye, Arizona, as follows:

Section 1. The Zoning Map of the City of Buckeye is hereby amended by changing approximately 22.8 acres of property described in **Exhibit A**, attached hereto, from Mixed Residential (MR) to Single-Family 3 (SF-3) with a Planned Area Development (PAD) overlay.

Section 2. All present and future owners of the property described in **Exhibit A** attached hereto shall develop the property in accordance with the requirements of the Homes at Susan's Ranch Planned Area Development Project Narrative as provided in **Exhibit B** attached hereto, and the conditions shown in **Exhibit C** attached hereto.

Section 3. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 15th day of June 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

**EXHIBIT A
TO
ORDINANCE NO. 13-21**

Legal Description

That part of the Southwest Quarter of Section 17, Township 1 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Brass Cap in hand hole marking the Southwest Comer of said Section 17, from which the 3/4" Rebar marking the South Quarter Comer of said Section 17 bears North 89°48'16" East, a distance of 2,637.29 feet;

Thence North 89°48'16" East, along the South line of the Southwest Quarter of said Section 17, a distance of 983.26 feet;

Thence North 00°01'01" East, departing said South line, a distance of 75.00 feet to the True Point of Beginning;

Thence continuing North 00°01'01" East, a distance of 957.98 feet to a point on the Southerly line for "Buckeye North" as recorded in Book 174 of Maps, Page 05, Records of Maricopa County;

Thence along said Southerly line the following described courses:

Thence North 69°13'11" East, a distance of 120.36 feet;
Thence North 68°06'06" East, a distance of 432.66 feet;
Thence North 64°30'17" East, a distance of 145.00 feet;
Thence North 69°59'57" East, a distance of 469.13 feet;

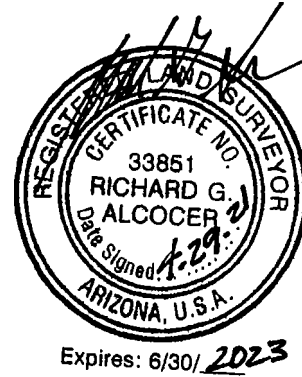
Thence South 25°29'43" East, departing said Southerly line, a distance of 24.53 feet;

Thence South 00°03'37" West, a distance of 398.12 feet;
Thence South 89°48'16" West, a distance of 107.99 feet;
Thence South 00°03'37" West, a distance of 339.64 feet;
Thence South 67°46'48" West, a distance of 373.37 feet;

Thence South 00°03'37" West, a distance of 481.27 feet to a point on a line which is parallel with and 75.00 feet Northerly, as measured at right angles, from the South line of the Southwest quarter of said Section 17;

Thence South 89°48'16" West, along said parallel line, a distance of 641.62 feet to the True Point of Beginning.

Containing 993,021 Square Feet or 22.796 Acres, more or less.



**EXHIBIT B
TO
ORDINANCE NO. 13-21**

(On file with the City of Buckeye City Clerk's Office)

**EXHIBIT C
TO
ORDINANCE NO. 13-21**

Conditions

- a. Development of the property shall be in general conformance to the project narrative report entitled “Homes at Susan’s Ranch Planned Area Development Project Narrative (Rezone MR district to SF-3 district with a PAD Overlay)” consisting of 13 pages, dated revised/submitted March 10, 2021, and stamped 2nd submittal received March 11, 2021, except as modified by the following conditions.
- b. Development of the property shall be in general conformance to the “Exhibits” consisting of 16 pages, dated revised March 10, 2021, stamped 2nd submittal received March 11, 2021, except as modified by the following conditions.
- c. Within 30 days of council approval, the PAD narrative shall be revised to include and/or clarify the following:
 1. Identify the maximum width of the garage that will be permitted within the development.
 2. For the cluster housing proposed, the location of the front door will be allowed on the side, front, and/or rear of the home.
 3. Front yard landscaping will be included by the developer and will follow a consistent theme with package allowances.
 4. Roofing materials will be tile.
 5. The “Landscape Character Elements” exhibits in PAD section 4(B) of the narrative report will reference exhibits “J,” “K,” “L,” and “M,” as modified.
- d. Within 30 days of council approval, the PAD exhibits shall be revised to include and/or clarify the following:
 1. Exhibit “C” shall be titled “Conceptual Overall Site Plan.”
 2. Add the following note to Exhibit “C”: “Site plan/plat has not been reviewed or approved. The exhibit provided is conceptual in nature; it does not provide internal connectivity to adjacent properties as required by Article 6.”
- e. The site plan, lot and street layout, conceptual landscape plan, and architectural designs within the PAD are conceptual. All future plans and reports shall comply with the standards of the PAD.

- f. The property owner(s) and any successors thereof waive any and all claims for diminution in value of the property with regard to any action taken by the City of Buckeye as a result of this approval.
- g. A Streetlight Improvement District (SLID) is required to pay for the power of streetlights on public streets that border this private subdivision in accordance with City Code Chapter 20, Section 20-15-1.
- h. The HOA shall forever maintain all landscaping in the public rights of way that border this private subdivision.
- i. All residential units will require automatic fire sprinkler systems for this development.
- j. Two fire apparatus access roads are required, and they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses. The minimum street width will be 32 feet measured at the front of the curb. The maximum Cul-De-Sac length is 660 feet. The maximum distance from emergency vehicle parking to all exterior points of each unit will be limited to 150 feet. If this emergency vehicle parking distance cannot be met, dry horizontal standpipes will be required. This includes all dead-end driveways.
- k. All streets must conform to the Phoenix/Maricopa County street name and hundred block grid system.
- l. Minimum fire flow is 1500gpm for a duration of four hours and/or must meet the adopted City of Buckeye Fire Code and Engineering Design Standards. All fire hydrants and fire lines will need to be reviewed and approved by the Fire Marshal. Each phase will require two water connection points to support the required fire flow.
- m. The required turning radius of a fire apparatus access road shall be determined by the fire code official. Please show the turning radius on a single page of the preliminary plat. Provide a WB-50 auto-turn template for Cul-De-Sac or Knuckle designs.
- n. This subdivision will require bi-directional emergency access and secondary access off Miller Road or 247th Avenue.
- o. Residential developments where the number of dwelling units exceeds 20 shall be provided with two separate and approved fire apparatus access roads. Any phasing plan will need to be reviewed and approved by the City of Buckeye Fire Marshal prior to building permits being issued.
- p. The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of the terrain, climatic conditions, or other factors that could limit access.
- q. The subdivision needs to be designed with collector streets that provide interconnection points to adjacent subdivisions and half-mile to mile internal non-loaded collector streets throughout

the subdivision between major arterial/collector roads. Each Phase will need to meet the remoteness requirement showing two points of internal and external egress points.

- r. Look to design some cross-access to the various areas of the development. This is to include connection points into other and existing and future residential/commercial developments.
- s. Prior to rezone approval, a legal description and Exhibit, signed and sealed by an Arizona registered land surveyor, meeting the Maricopa County Recording standards, must be provided and approved for the project.
- t. Secondary access that meets all fire department requirements under IFC 2012 is required prior to either preliminary plat or site plan approval.
- u. All dimensioning and detailing on Exhibit G is not approved by Engineering.
- v. No parking will be allowed on private access ways, as shown in Exhibit H. The private CC&R's shall reflect this restriction.
- w. Trees are not allowed in Public Utility Easements (PUEs) unless approved by all utilities.
- x. Engineering does not approve the typical section for Lower Buckeye Road as shown on Exhibit I. Lower Buckeye Road shall comply with the most current design of the intersection of Lower Buckeye Road and Miller Road.
- y. Regarding the Circulation System section of the Project Narrative, Engineering has not approved half street right of way and cross-section for Lower Buckeye Road.
- z. The drainage flows and conveyance ways through this project, or as modified by this project, and as needed to be conveyed under Lower Buckeye Road, will be required to undergo submittal, review, and approval by the City of Buckeye Engineering Department prior to either a preliminary plat or site plan approval.
- aa. All street geometry shall comply with City of Buckeye Engineering design standards.
- bb. Any proposed access gate to this development shall meet all City of Buckeye Fire requirements.
- cc. This project is required to meet all City of Buckeye Engineering Standards and requirements at the time of development.
- dd. The above Engineering stipulations were generated in reference to the following documents:
 - 1. Project Narrative – Stamped 2nd submittal, received Mar 11, 2021.
 - 2. Exhibits – Stamped 2nd submittal, received Mar 11, 2021.
- ee. The developer/owner shall provide either one community pool and parcourse fitness circuit course amenity or, if no pool or parcourse amenity, 30% open space.

April 29, 2021

LEGAL DESCRIPTION FOR
SUSAN'S RANCH
OVERALL PARCEL

That part of the Southwest Quarter of Section 17, Township 1 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Brass Cap in hand hole marking the Southwest Corner of said Section 17, from which the 3/4" Rebar marking the South Quarter Corner of said Section 17 bears North 89°48'16" East, a distance of 2,637.29 feet;

Thence North 89°48'16" East, along the South line of the Southwest Quarter of said Section 17, a distance of 983.26 feet;

Thence North 00°01'01" East, departing said South line, a distance of 75.00 feet to the True Point of Beginning;

Thence continuing North 00°01'01" East, a distance of 957.98 feet to a point on the Southerly line for "Buckeye North" as recorded in Book 174 of Maps, Page 05, Records of Maricopa County;

Thence along said Southerly line the following described courses:

Thence North 69°13'11" East, a distance of 120.36 feet;

Thence North 68°06'06" East, a distance of 432.66 feet;

Thence North 64°30'17" East, a distance of 145.00 feet;

Thence North 69°59'57" East, a distance of 469.13 feet;

Thence South 25°29'43" East, departing said Southerly line, a distance of 24.53 feet;

Thence South 00°03'37" West, a distance of 398.12 feet;

Thence South 89°48'16" West, a distance of 107.99 feet;

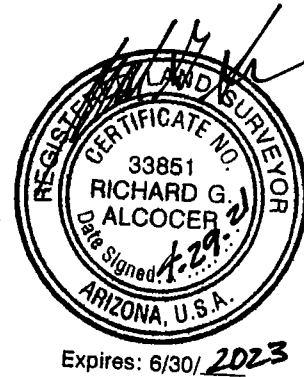
Thence South 00°03'37" West, a distance of 339.64 feet;

Thence South 67°46'48" West, a distance of 373.37 feet;

Thence South 00°03'37" West, a distance of 481.27 feet to a point on a line which is parallel with and 75.00 feet Northerly, as measured at right angles, from the South line of the Southwest quarter of said Section 17;

Thence South 89°48'16" West, along said parallel line, a distance of 641.62 feet to the True Point of Beginning.

Containing 993,021 Square Feet or 22.796 Acres, more or less.



"BUCKEYE NORTH"
BOOK 174 OF MAPS, PAGE 05, M.C.R.

TRUE POINT
OF BEGINNING

75'

LOWER BUCKEYE ROAD

SOUTH 1/4 CORNER, SECTION 17
TOWNSHIP 1 NORTH, RANGE 3 WEST

POINT OF COMMENCEMENT
SOUTHWEST CORNER, SECTION 17
TOWNSHIP 1 NORTH, RANGE 3 WEST



SCALE 1" = 250'

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
<http://www.cvlci.com>

SUSAN'S RANCH

OVERALL PARCEL



1 OF 1



REZONE WITH PAD OVERLAY

Report to the Planning and Zoning Commission

CASE NUMBER: PLZZS-20-00011
TITLE: Susan's Ranch Rezone with PAD overlay
MEETING DATE: June 8, 2021

Applicant/Owner: Craig Prouty, Rapid Wags Properties LLC
Request: A PAD zoning overlay to facilitate the construction of a single-family residential subdivision
District: District 3
Location: Generally east of the NEC Miller Road and Lower Buckeye Road
Site size: 22.8 acres
Density: 6.32 dwelling units per acre
Public input: One email of concern regarding drainage
Recommendation: Approve with conditions

PROJECT DESCRIPTION

1. Rapid Wags Properties LLC is requesting a Planned Area Development (PAD) zoning overlay approval on 22.8 acres located just east of the on the northeast corner of Miller Road and Lower Buckeye Road. The PAD will facilitate the construction of 144 single-family lots detached homes, cluster/pod lot design, landscaped active open spaces.
2. The property is approximately 920—feet east of the northeast corner of Miller Road and Lower Buckeye Road. Developed one-acre single-family homes are located to the north known as Buckeye North, a subdivision platted in 1973. Saint Henry Roman Catholic Church abuts the east portion of the project site. To the northeast is a charter school. West of the project is vacant land, zoned commercial center (CC). Monte Verde Community Master Plan (CMP) is located directly to the south of the site, which is currently undeveloped agricultural cropland.
3. The existing property is zoned Mixed Residential (MR). The request is to rezone to Single Family 3 (SF-3) with Planned Area Development overlay. The PAD overlay will modify base standards to allow uniform sized lots and prescribe landscaping and architectural enhancement for the proposed subdivision.
4. The proposed development is approximately 6.3 dwelling units per acre. The SF-3 district is intended for small-lot single-family dwellings at a higher density, in addition to single-family homes, two-family homes (duplexes) and town homes are allowed. The proposed product includes Cluster/pod designed to fit six to nine lots with interior private drives and garages.
5. The companion preliminary plat (PLZS-20-00082) is being reviewed concurrently, however has been put on hold per the request of the applicant.
6. This rezone request includes the following Assessor Parcel numbers APN 504-63-137A, APN 504-63-543 and APN 504-63-547A.

AREA CONTEXT

Table 1: Existing Land Use, General Plan Designation, and Zoning District

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Vacant	Neighborhood	Mixed Residential (MR), Proposed Single Family Residential 3 with PAD overlay (SF-3/Homes at Susan's Ranch PAD)
North	Single-Family Residential; Buckeye North Subdivision	Neighborhood	RU-43 (Maricopa County)
South	Vacant/ Agriculture	Master Planned Community	Planned Community (PC)
East	Charter School; Saint Henry's Roman Catholic Church; Vacant	Neighborhood	Mixed Residential (MR); Neighborhood mixed Use(NMU) Mixed Residential (MR)
West	Vacant	Neighborhood	Commercial Center (CC)

PUBLIC PARTICIPATION

7. The applicant has advertised in accordance with Section 8 of the Development Code via mailed notice to those property owners within 300 feet of the subject site. The notice of application was mailed on October 7, 2020. This notice also included an invite to a virtual/online Neighborhood meeting, which staff was also in attendance to.
8. In, addition, due to the COVID-19 pandemic the neighborhood meeting was allowed to be conducted as a mailed "virtual" meeting in accordance with the City's emergency guidelines and policies. However, the applicant opted to hold an online meeting for the residents. One resident attended the virtual meeting and the applicant had their questions answered there was also an additional invite by the applicant, the applicant also coordinated a second meeting to go over drainage plans. No support or opposition to the project was noted.
9. One nearby property owner contacted the City via email and indicated concern about drainage.

Table 2: Public Notice

Notification Element	Date
Notice of Application Mailing to Property Owners w/in 500'	October 7, 2020
Virtual Neighborhood Meeting/Notice	October 7, 2020/October 22, 2020 virtual meeting held
Legal Notice – Newspaper	May 22, 2021
Sign Posting	April 26, 2021
Mailed Legal Notice w/in 500'	April 23, 2021

BACKGROUND

10. 1979: Annexed and Zoned Rural Residential (RR) District: Ord. 13-79; Approved 9/18/1979
11. 1996: Rezoned from Urban Residential to Mixed Residential District (MR) : Ord. 16-96; Approved 8/06/1996
12. 2020: Preliminary Plat for PLZS-20-00082 Homes at Susan's Ranch Preliminary Plat submitted and currently on hold per the applicant.
13. May 11, 2021 staff requested the applicant to continue the item to May 25, 2021, to discuss conditions of approval.
14. May 25th staff requested item to be continued to June 8, 2021 due to error in Newspaper – legal notice.

ANALYSIS

Purpose and Intent of PADs

15. The development code allows PAD zoning overlay districts on any zoning district for projects exceeding 10 acres but less than 640 acres. The PAD is a tool to allow for creative land planning by using flexible zoning standards to improve compatibility, function, or fulfill community development goals, which cannot be accommodated through the standard application of the development code. In this circumstance, the PAD is a designed to support the development of a detached single-family home subdivision while proposing a cluster/pod lot layout. The project may evolve into other designs/lot types, however shall conform to the SF-3 zoning, with PAD overlay development standards

stated in Exhibit C “PAD Overlay Lot Setback Table”. The PAD modifies standards related to lot diversity, architecture, and theming.

16. A comparison of the proposed standards to the existing and underlying SF-3 district:

Development Standard	MR Required Standard	SF-3 Required Standard	Proposed PAD Standard*
Lot Size	2,000 s.f. (MFR) / 10,000 s.f. (SFR)	3,000 s.f.	3,125 s.f.
Lot Width	75-feet	30-feet	44-feet
Setback – Front	10-feet	8-feet	5-feet (livable) / 20-feet (garage)
Setback – Rear	10-feet	10-feet	5-feet (patio) / 8-feet (livable)
Setback – Side	5-feet	5-feet	3-feet (8-feet total)
Setback – Corner	5-feet	10-feet	3-feet (8-feet total)
Setbacks – Aggregate	10-feet	10-feet	8-feet
Lot Coverage	30%	65%	65%
Building Height	30-feet	45-feet	45-feet
Open Space	N/A	30%	26.23%

17. The PAD Overlay will also allow for up to 10% of the lots to be permitted up to a 30% increase or decrease in any two (2) of the standards noted in the Development Standards listed in the :PAD Overlay Lot Setback Table”, allowing for flexibility in site planning and field conditions.

Open Space / Trails

18. The PAD ensures high quality HOA-maintained landscaped tracts are proposed throughout the development, which provide open space and trails. The PAD will provide open space with active and passive recreational and amenity opportunities that shall include a variety of amenities including paracourse stations, benches and a pool area. Trails wind through open spaces and connect to interior looped roads with detached 5’ wide sidewalks to provide tree-lined streets to create an intimate feel and pedestrian scale for this neighborhood.
19. Buffering between 18-feet and 46-feet to be provided to the properties to the north.

Site Design Details, Theming

20. In a typical single-family subdivision, varieties of lot sizes are provided. The diversity of lots allows for “buy-up” opportunities and ensures that a variety of homes and price

points are offered in the city. As noted in a previous section, the site is proposing a cluster/pod lots. The applicant has proposed numerous enhanced architecture standards to promote high-quality architecture and diversity and sensitive corner lot façade treatments in addition to products where the rear and side elevations of a home are adjacent to the interior loop streets. Additionally, these standards are intended to reduce the visual prominence of garages through enhanced garage “pushed” back placement standards, driveway surfacing such as pavers and or color options and the introduction of higher quality architectural details.

21. Site perimeter walls will be architecturally treated and have a consistent design and color theme between solid walls, view fence, and partial view walls.

Emergency Access

22. The rezone has been stipulated to utilize existing and planned local streets to provide adequate emergency access, in addition to providing access to adjacent undeveloped parcels. The Fire Department will continue to work with the applicant to ensure that emergency access requirements are provided through the phase(s) of design and construction. Conditions of approval have been provided by the Fire Department.
23. The following City of Buckeye departments have reviewed and have found no outstanding issues with the application:
 - a. Community Services
 - b. Police
 - c. Water Resources
24. The following City of Buckeye departments have reviewed and stipulated conditions of approval for the rezone request:
 - a. Engineering
 - b. Fire
 - c. Public Works
 - d. Development Services

RECOMMENDATION

25. Staff recommends the Planning and Zoning Commission motion for approval with conditions a - dd of PLZZ-20-00011 for the following reasons:
 - Conformance with General Plan

- Conformance with Development Code
 - No outstanding issues for reviewing departments (Engineering, Fire, Public Works, Community Services, Police, Water Resources, and Development Services).
- a. Development of the property shall be in general conformance to the project narrative report entitled “Homes at Susan’s Ranch Planned Area Development Project Narrative (Rezone MR district to SF-3 district with a PAD Overlay)” consisting of 13 pages, dated revised/submitted March 10, 2021, and stamped 2nd submittal received March 11, 2021, except as modified by the following conditions.
 - b. Development of the property shall be in general conformance to the “Exhibits” consisting of 16 pages, dated revised March 10, 2021, stamped 2nd submittal received March 11, 2021, except as modified by the following conditions.
 - c. Within 30 days of council approval, the PAD narrative shall be revised to include and/or clarify the following:
 1. Identify the maximum width of the garage that will be permitted within the development.
 2. For the cluster housing proposed, the location of the front door will be allowed on the side, front, and/or rear of the home.
 3. Front yard landscaping will be included by the developer and will follow a consistent theme with package allowances.
 4. Roofing materials will be tile.
 5. The “Landscape Character Elements” exhibits in PAD section 4(B) of the narrative report will reference exhibits “J,” “K,” “L,” and “M,” as modified.
 - d. Within 30 days of council approval, the PAD exhibits shall be revised to include and/or clarify the following:
 1. Exhibit “C” shall be titled “Conceptual Overall Site Plan.”
 2. Add the following note to Exhibit “C”: “Site plan/plat has not been reviewed or approved. The exhibit provided is conceptual in nature; it does not provide internal connectivity to adjacent properties as required by Article 6.”
 - e. The site plan, lot and street layout, conceptual landscape plan, and architectural designs within the PAD are conceptual. All future plans and reports shall comply with the standards of the PAD.
 - f. The property owner(s) and any successors thereof waive any and all claims for diminution in value of the property with regard to any action taken by the City of Buckeye as a result of this approval.
 - g. A Streetlight Improvement District (SLID) is required to pay for the power of streetlights on public streets that border this private subdivision in accordance with City Code Chapter 20, Section 20-15-1.
 - h. The HOA shall forever maintain all landscaping in the public rights of way that border this private subdivision.
 - i. All residential units will require automatic fire sprinkler systems for this development.
 - j. Two fire apparatus access roads are required, and they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses. The minimum street width will be 32 feet measured at the front of the curb. The maximum Cul-De-Sac length is 660 feet. The maximum distance from emergency vehicle parking to all exterior points of each unit will be limited to 150 feet. If this emergency vehicle parking distance cannot be met, dry horizontal standpipes will be required. This includes all dead-end driveways.
 - k. All streets must conform to the Phoenix/Maricopa County street name and hundred block grid system.

- l. Minimum fire flow is 1500gpm for a duration of four hours and/or must meet the adopted City of Buckeye Fire Code and Engineering Design Standards. All fire hydrants and fire lines will need to be reviewed and approved by the Fire Marshal. Each phase will require two water connection points to support the required fire flow.
- m. The required turning radius of a fire apparatus access road shall be determined by the fire code official. Please show the turning radius on a single page of the preliminary plat. Provide a WB-50 auto-turn template for Cul-De-Sac or Knuckle designs.
- n. This subdivision will require bi-directional emergency access and secondary access off Miller Road or 247th Avenue.
- o. Residential developments where the number of dwelling units exceeds 20 shall be provided with two separate and approved fire apparatus access roads. Any phasing plan will need to be reviewed and approved by the City of Buckeye Fire Marshal prior to building permits being issued.
- p. The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of the terrain, climatic conditions, or other factors that could limit access.
- q. The subdivision needs to be designed with collector streets that provide interconnection points to adjacent subdivisions and half-mile to mile internal non-loaded collector streets throughout the subdivision between major arterial/collector roads. Each Phase will need to meet the remoteness requirement showing two points of internal and external egress points.
- r. Look to design some cross-access to the various areas of the development. This is to include connection points into other and existing and future residential/commercial developments.
- s. Prior to rezone approval, a legal description and Exhibit, signed and sealed by an Arizona registered land surveyor, meeting the Maricopa County Recording standards, must be provided and approved for the project.
- t. Secondary access that meets all fire department requirements under IFC 2012 is required prior to either preliminary plat or site plan approval.
- u. All dimensioning and detailing on Exhibit G is not approved by Engineering.
- v. No parking will be allowed on private access ways, as shown in Exhibit H. The private CC&R's shall reflect this restriction.
- w. Trees are not allowed in Public Utility Easements (PUEs) unless approved by all utilities.
- x. Engineering does not approve the typical section for Lower Buckeye Road as shown on Exhibit I. Lower Buckeye Road shall comply with the most current design of the intersection of Lower Buckeye Road and Miller Road.
- y. Regarding the Circulation System section of the Project Narrative, Engineering has not approved half street right of way and cross-section for Lower Buckeye Road.
- z. The drainage flows and conveyance ways through this project, or as modified by this project, and as needed to be conveyed under Lower Buckeye Road, will be required to undergo submittal, review, and approval by the City of Buckeye Engineering Department prior to either a preliminary plat or site plan approval.
- aa. All street geometry shall comply with City of Buckeye Engineering design standards.
- bb. Any proposed access gate to this development shall meet all City of Buckeye Fire requirements.
- cc. This project is required to meet all City of Buckeye Engineering Standards and requirements at the time of development.
- dd. The above Engineering stipulations were generated in reference to the following documents:
 1. Project Narrative – Stamped 2nd submittal, received Mar 11, 2021.
 2. Exhibits – Stamped 2nd submittal, received Mar 11, 2021.

ATTACHMENTS

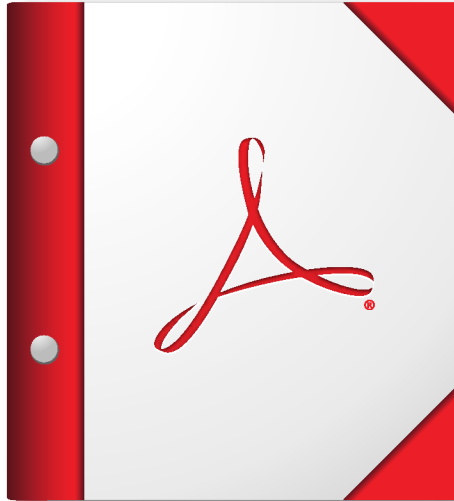
- PAD narrative & exhibits
- Citizen Participation Report
- Email from resident

Prepared by:

Andrea Marquez, Principal Planner II

Reviewed By:

Terri Hogan, AICP, Deputy Director of Planning



For the best experience, open this PDF portfolio in Acrobat X or Adobe Reader X, or later.

Get Adobe Reader Now!

Homes at Susan's Ranch Planned Area Development

Citizen Participation Plan

(Rezone MR district to SF-3 district with a PAD overlay)

related to approximately 22.8 net acres located east of the northeast corner of Miller Road and Lower Buckeye Road in Buckeye, Arizona



2nd Submittal

Application #: **PLZZ-20-00011**

PLZZ-20-00011

Date Revised / Submitted: **March 10, 2021**

RECEIVED

MAR 11 2021

CITY OF BUCKEYE by:
WD

INTRODUCTION:

This Citizen Participation Plan is included in conjunction with an application to rezone approximately 22.8 net acres (~23.8 gross acres), located approximately 920-feet east of the northeast corner of Miller Road and Lower Buckeye Road in the City of Buckeye (the “Site”), from MR (Mixed Residential) District to SF-3 (Single-Family Residential – 3,000 square foot minimum lot size) District, with a Planned Area Development overlay, in order to develop a 144-lot single-family detached residential subdivision.

This is an update to the initial Citizen Participation Plan, reflecting all outreach activities that have occurred to-date.

The preliminary name of this proposed development is “Homes at Susan’s Ranch”.

STAKEHOLDERS & PARTIES AFFECTED BY APPLICATION:

Those stakeholders and parties most likely to be affected by the request for a Zone Change include the following:

- All property owners within 300’ of the subject site (500’ if requested by the City of Buckeye as site is larger than 20 acres)
- Neighborhood and property associations/groups within the vicinity of the subject site (and/or having an interest in the area of the subject site) – as identified by the City of Buckeye staff
- Any other interested person(s) or party as identified by City of Buckeye staff

NEIGHBORHOOD MEETING:

A Neighborhood Meeting was held (virtual / online, due to the ongoing pandemic) on Thursday, October 22nd, 2020, from 6:00 p.m. to 7:00 p.m., as hosted by the Project Team.

Notice was sent to on October 7th, 2020, to all property owners within 300-feet (no additional parties were noticed). The notice for the neighborhood meeting included information regarding the description of the proposed zone change, and the name and contact information of the applicant. A map of the this notification area and a copy of the notification letter and referenced exhibits are attached to this updated Citizen Participation Plan.

In attendance at the Neighborhood Meeting was only one neighbor (Tim and Susan Ward, who reside in the County island subdivision adjacent to the north). Their primary, and

really only, concern was in regard to possible drainage issues and any possible “ponding” that might occur due to our development. Follow-up measures are noted below.

The only other non-Project Team attendee was Andrea Marquez with the City of Buckeye Planning Department.

Father Billie Kosco, with the adjacent Saint Henry’s Catholic Church, expressed his support of the project but was unable to attend the neighborhood meeting.

FOLLOW-UP & ONGOING OUTREACH MEASURES:

As a follow-up to the neighborhood meeting, an in-person meeting was held on October 27th, 2020, at the offices of CVL Consultants in Phoenix, with Tim and Susan Ward who had participated in the neighborhood meeting, as well as two (2) additional neighbors, Mike and Joyce (Gross) Hoover, who represent one household and also reside in the in the County island subdivision adjacent to the north. Social-distancing and masking measures were utilized, due to the ongoing pandemic. The reason for holding the meeting at CVL was to be best-able to demonstrate and respond to drainage concerns.

It’s fair to say that the Hoover’s appeared to understand how drainage was being handled, while the Ward’s did not.

Nonetheless, we continue to keep both parties informed as to the status of the project and design changes to attempt to address their concerns. Any significant issues will be brought to the City’s attention.

One of the major design changes to occur due to the drainage concerns was to increase the width of the drainage channel and buffer along the development’s northern boundary (adjacent to the County island subdivision to the north) to that now varies between 18-feet and 46-feet in width.

In addition, both prior to the initial submittal and the above-noted neighborhood meeting, and since both and ongoing through the development of the Site and even afterwards, we continue to maintain regular dialogue with the adjacent Saint Henry’s Catholic Church, led by Father Billie Kosco. Saint Henry’s has a parishioner membership of 2,400 Buckeye residents.

All members of the church and their congregation have expressed their support of the Homes at Susan’s Ranch development.

As necessary, a follow-up neighborhood meeting and/or meetings with individuals / small groups may occur. Details of these meetings, including notes and attendance lists, where applicable, will be provided to City of Buckeye staff.

NOTICE PRIOR TO FIRST PUBLIC HEARING:

Once the applicant has been notified of the hearing date(s) before the Planning & Zoning Commission and City Council, the following will occur at least 15 days prior to the first public hearing:

- A final Citizen Participation Report detailing all outreach efforts will be submitted to the City of Buckeye
- The site will be posted in accordance with City of Buckeye requirements
- As required by the City of Buckeye, mailed notice will be sent to all property owners, and any interested persons/neighborhood groups, as identified by the City of Buckeye
- Published notice will be completed in accordance with City of Buckeye requirements

RESPONSE PROCEDURES:

Throughout the rezoning process, should any additional comments be received on this application, the applicant will meet with and work with any groups, interested parties, and/or individuals to discuss the proposed development and to work to mitigate any concerns. Meetings with any interested party, group, or individual will – to the extent possible – be scheduled at a date, time and location (and method) as requested by the interested party.

Details regarding any of these meetings and/or discussions, such as meeting notes or summaries of responses, will be provided to the City of Buckeye Planning Department.

Additionally, the applicant will work closely with the City of Buckeye Planning Department to ensure that the proposed development is in conformance with their requirements.

From these meetings and discussions, as well as any other comments provided by other interested parties and/or City of Buckeye, the related zoning request will be amended to the extent possible to address any comments/concerns that are made.

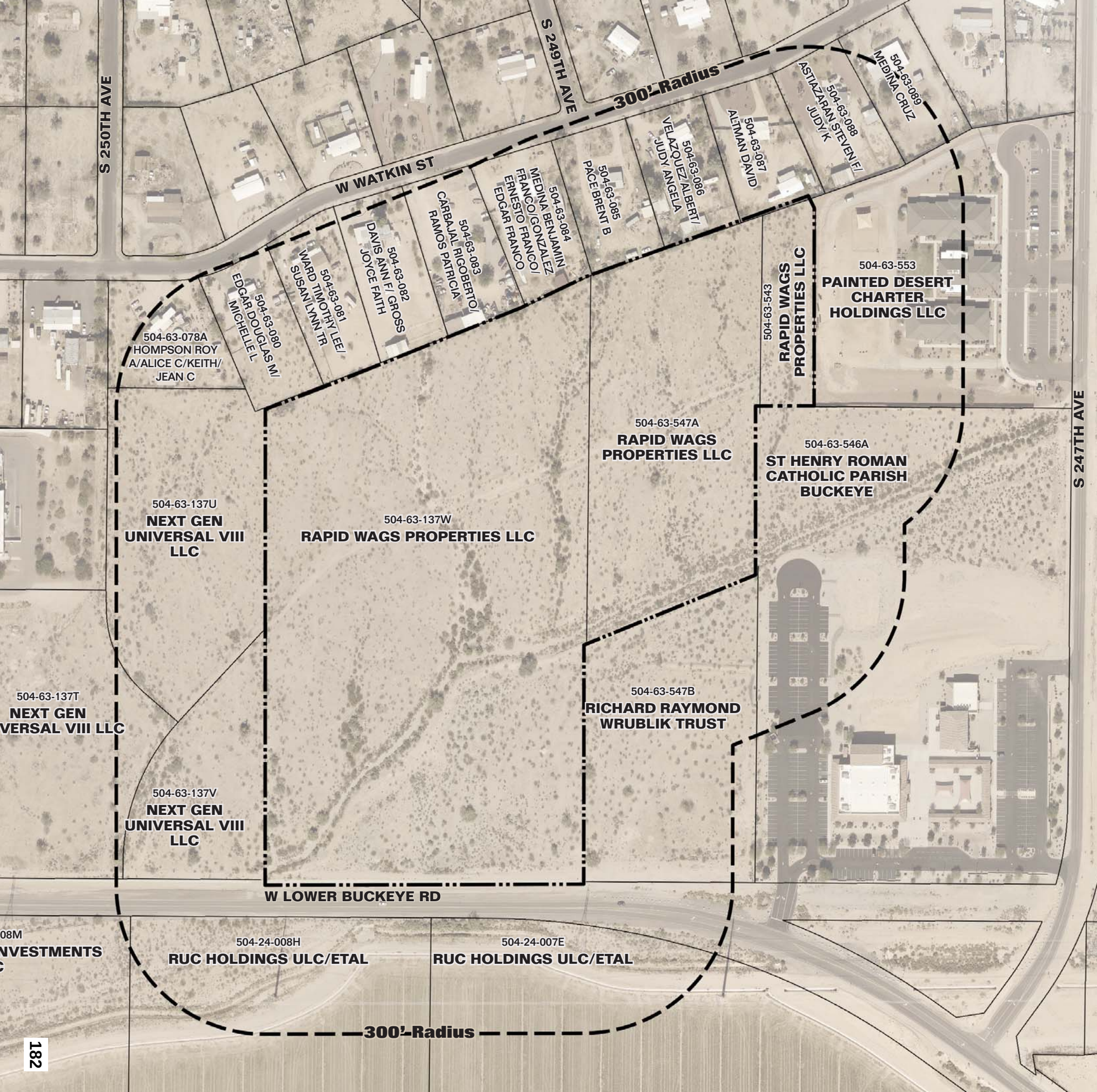
STATUS PROCEDURE:

The applicant recognizes that it is to our benefit to keep City of Buckeye Planning Department staff apprised of the notification efforts that occur and any responses received by any interested party. Therefore, the applicant, in addition to the Citizen Participation Results Report noted above, will keep staff apprised of meetings and discussions through periodic correspondence, including meeting notes, summaries of responses, letters and/or e-mails, as well as phone calls. Additional notices of status changes will occur as necessary and/or requested by City of Buckeye.

HOMES @ SUSAN'S RANCH

Adjacent Property Ownership Map

Exhibit 1



October 7, 2020

RE: Notice of Project and Neighborhood Meeting related to the proposed "Homes at Susan's Ranch" 144-lot single-family detached residential subdivision located E/NEC Miller & Lower Buckeye Roads; City of Buckeye Case #PLZZ-20-00011

Dear Neighbor:

The purpose of this letter is to inform you we have submitted an application to the City of Buckeye to rezone (from MR to SF-3 PAD) approximately 22.8 net acres located approximately 920-feet east of the northeast corner of Miller Road and Lower Buckeye Road in the City of Buckeye, Arizona. The proposed rezoning is to allow for the development of a 144-lot single-family detached residential subdivision tentatively known as "Homes at Susan's Ranch". The City of Buckeye case number for this application is PLZZ-20-00011. An application for the related Preliminary Plat has also recently been submitted to the City of Buckeye.

A copy of the site plan is included on the backside of this letter.

We are scheduling a Neighborhood "Meeting" for you to learn more about the project and to provide any comments or ask any questions. This is scheduled as follows:

The date and time for the Neighborhood Meeting is **Thursday, October 22nd, 2020, from 6:00 p.m. to 7:00 p.m.**

Due to the ongoing COVID-19 / Coronavirus pandemic, the Neighborhood Meeting will be held virtually (online), and is accessible as follows:

- From your computer, tablet or smartphone:
<https://global.gotomeeting.com/join/445538493>
- You can also dial in using your phone:
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (786) 535-3211

One-touch: <tel:+17865353211,445538493#>

The Access Code is: 445-538-493

If you are unable to participate in the virtual/online Neighborhood Meeting and/or have questions regarding this proposal, please feel free to contact me at 602-550-7004, or via email at greg.loper@hotmail.com. You can also contact the Planner at the City of Buckeye, Andrea Marquez, who can be reached via email at amarquez@buckeyeaz.gov.

In the meantime, I would be happy to answer any questions or address any comments you may have regarding this proposal.

Sincerely,



Greg Loper

Attachments: Site Plan (on backside of this letter)

HOMES @ SUSAN'S RANCH

Overall Site Plan

Exhibit G

Site Data Table	
Homes at Susan's Ranch	
Project Land Parcels	504-63-137W, 504-63-547A, 504-63-543
A.P.N. #'s	
Site Acreage (net)	22.80
Typical Lot Size	Varies
Minimum Lot Size	3111.50
Open Space Area	5.98
Open Space Percentage	26.23
Lot Count	144
Density	6.32
	DU/Ac.

Lot Setback Table	
Homes at Susan's Ranch	
Front (livable)	5'
Front (garage)	18'
Side (minimum)	3'
Side (combined)	10'
Rear (livable)	10'
Rear (patio)	5'
Building separation (minimum)	8'
Lot Coverage	59%

Note:

* 10% of lots are permitted up to a 30% increase / decrease in any two (2) of the standards noted above, to allow for flexibility in site planning and field conditions.



W LOWER BUCKEYE RD

SUSAN'S RANCH RD

W PRIMROSE LN

S 249TH DR

S 248TH DR

W RIO VISTA LN

W MAGNOLIA ST

S 247TH AVE

Andrea Marquez

From: Josh Ford
Sent: Tuesday, October 13, 2020 5:36 PM
To: Timothy
Cc: Paul Lopez; Andrea Marquez; Chris Lindahl; Curt Johnson
Subject: RE: Water Run off on case #PLZZ-20-00011

Hi Tim,

There is a development coming in west of the church off of Lower Buckeye Road. The development is called Susan's Ranch. It is in for review early on in the process with the City.

At this point my suggestion is to communicate with Chris Lindahl at the Company CVL who is the company doing the engineering/planning for the project. He would be able to give you more information regarding the project and the approach they are taking to address drainage concerns. His contact information is below.

Chris Lindahl, RLA

Project Planner

direct: 602.285.4710 mobile: 480.620.5577

COE & VAN LOO CONSULTANTS, INC. RANKING AZ #1

4550 N. 12th Street • Phoenix, Arizona • 85014

www.cvlci.com • clindahl@cvlci.com

Thank you,

Josh Ford, P.E.
Project Engineer
Engineering

City of Buckeye

530 E Monroe

Buckeye, Arizona 85326

Phone: 623-349-6263

Email: joshford@buckeyeaz.gov Web: www.buckeyeaz.gov

Monday thru Thursday 7am to 6pm CLOSED FRIDAYS

From: Timothy <tolo1955@live.com>
Sent: Tuesday, October 13, 2020 3:31 PM
To: Josh Ford <joshford@buckeyeaz.gov>
Cc: Paul Lopez <plopez@buckeyeaz.gov>
Subject: Water Run off on case #PLZZ-20-00011

[**NOTICE:** This message originated outside of the City of Buckeye -- **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]

Josh/Paul

Received notice of new development behind our property - west of St. Henry's Church. Would like details on what is going to be done with the run off from the new residents. How are you going to deal with the natural wash that runs through the parcel and the new residents that you are putting in. It has been brought to my

attention that you cannot divert or block a natural wash or arroya. Would like to see details on how this is going to be accomplished and not virtually or over the internet.

Please contact me at 623-308-6701 or can we meet in person.

Tim Ward

[illegible]



Homes at Susan's Ranch Rezone with PAD Overlay Request PLZZ-21-00011

City Council Public Hearing

June 15, 2021

Request

- Request: A Planned Area Development (PAD) zoning overlay district for the project known as Homes at Susan's Ranch.

The map displays the following features:

- Streets:** W TONOPAH SALOME HWY, W DURANGO ST, W PIMA ST, W MOHAVE ST, W WATKINS ST, W MAGNOLIA LN, W LOWER BUCKEYE RD, W PIONEER ST, S 24TH AVE, S 25TH AVE, S 26TH AVE, S 27TH AVE, S 28TH AVE, S 29TH AVE, S 30TH AVE, S 31ST AVE, S 32ND AVE, S 33RD AVE, S 34TH AVE, S 35TH AVE, S 36TH AVE, S 37TH AVE, S 38TH AVE, S 39TH AVE, S 40TH AVE, S 41ST AVE, S 42ND AVE, S 43RD AVE, S 44TH AVE, S 45TH AVE, S 46TH AVE, S 47TH AVE, S 48TH AVE, S 49TH AVE, S 50TH AVE, S 51ST AVE, S 52ND AVE, S 53RD AVE, S 54TH AVE, S 55TH AVE, S 56TH AVE, S 57TH AVE, S 58TH AVE, S 59TH AVE, S 60TH AVE, S 61ST AVE, S 62ND AVE, S 63RD AVE, S 64TH AVE, S 65TH AVE, S 66TH AVE, S 67TH AVE, S 68TH AVE, S 69TH AVE, S 70TH AVE, S 71ST AVE, S 72ND AVE, S 73RD AVE, S 74TH AVE, S 75TH AVE, S 76TH AVE, S 77TH AVE, S 78TH AVE, S 79TH AVE, S 80TH AVE, S 81ST AVE, S 82ND AVE, S 83RD AVE, S 84TH AVE, S 85TH AVE, S 86TH AVE, S 87TH AVE, S 88TH AVE, S 89TH AVE, S 90TH AVE, S 91ST AVE, S 92ND AVE, S 93RD AVE, S 94TH AVE, S 95TH AVE, S 96TH AVE, S 97TH AVE, S 98TH AVE, S 99TH AVE, S 100TH AVE.
- Land Use Categories:** General Commerce, Community Commercial, Mixed Residential, Neighborhood Mixed Use, Planned Residential, Planned Community.
- Specific Areas:** Miller Crossings, Buena Vista, The Villages at Sundance, Monte Verde, Youngker High School.

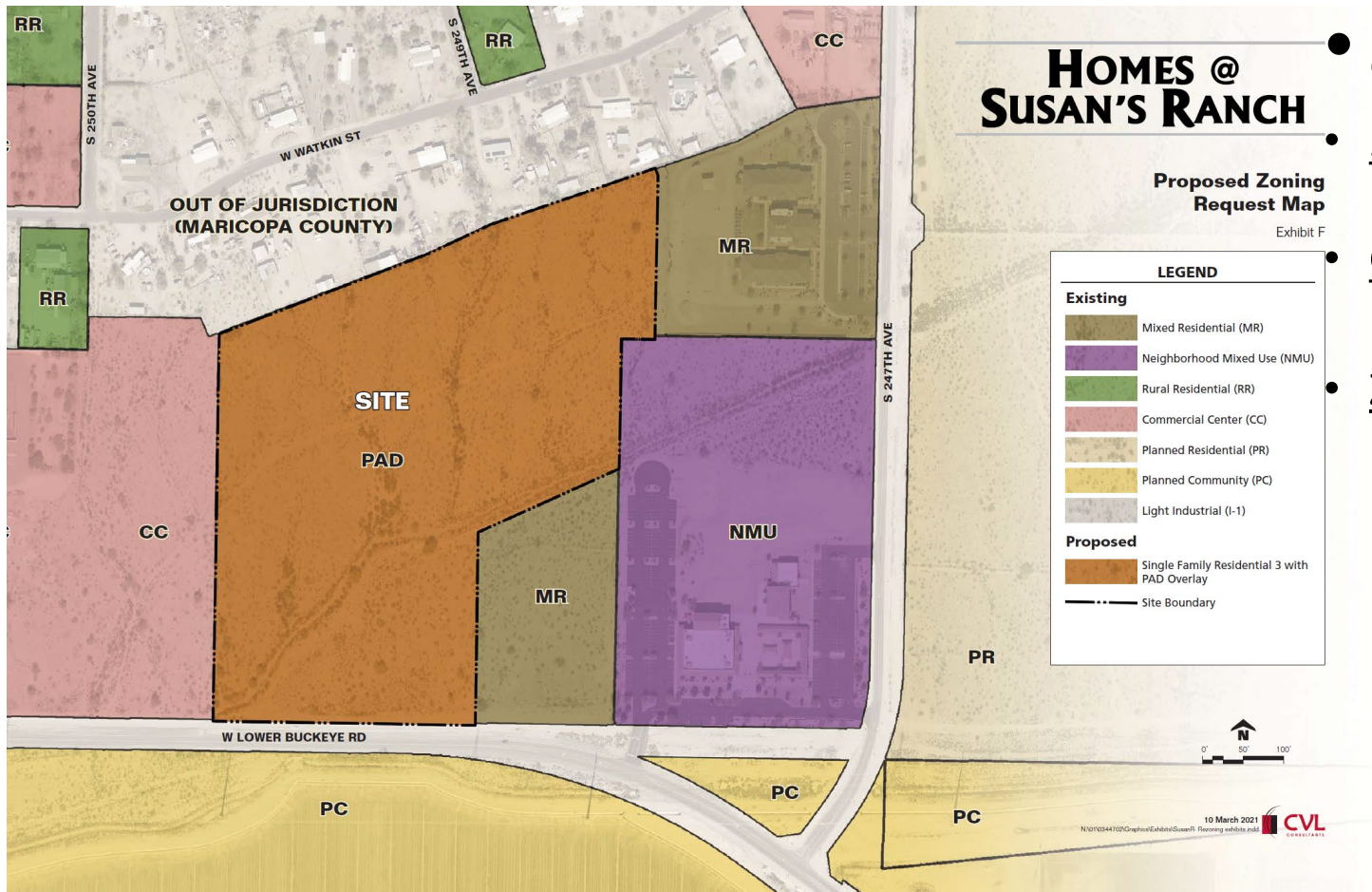
Background/History

- 1979: Annexed and Zoned Rural Residential (RR) District: Ord. 13-79; Approved 9/18/1979
- 1996: Rezoned from Urban Residential to Mixed Residential District (MR) : Ord. 16-96; Approved 8/06/1996
- June 8, 2021 Planning and Zoning Commission – Public Hearing.

Public Comment

- **October 22, 2020** In, addition, due to the COVID-19 pandemic the **neighborhood meeting** was allowed to be conducted as a mailed noticed in accordance with the City's emergency guidelines and policies.
 - Applicant opted to hold an online "virtual" meeting for the residents. One resident attended the virtual meeting and the applicant had their questions answered, the applicant also coordinated a second meeting to go over drainage plans. No support or opposition to the project was noted.
- June 8, 2001 PZC Public Hearing Meeting
- June 15, 2001 Council Public Hearing Meeting

Homes at Susan's Ranch Rezone with PAD Overlay



• Site Characteristics

- 22.8 acres generally located east of the NEC Miller Rd and Lower Buckeye Rd

• General Plan Land Use

- Neighborhood

• Zoning

- Current: MR, Mixed Residential
 - (MR allowed uses included SF and MF.
- Proposing: Single Family Residential 3 rezone
- with PAD Overlay

Homes at Susan's Ranch PAD Details

Purpose

Flexible Zoning to accommodate novel design and/or public benefit that would not otherwise be possible.

Flexibility

Designed to support the development of a detached single-family home subdivision while proposing a cluster/pod lot layout

Benefits:

- open space with active and passive recreational amenity opportunities that shall include a paracourse stations, benches along trails and pool area
- Enhanced architectural standards & street tree theming; detached 5' wide sidewalks to provide tree-lined streets to create an intimate feel and pedestrian scale

Homes at Susan's Ranch Rezone and PAD Details

MR to SF-3 with PAD overlay

Development Standard Comparison

Development Standard	MR Required Standard	SF-3 Required Standard	Proposed PAD Standard*
Lot Size	2,000 s.f. (MFR) / 10,000 s.f. (SFR)	3,000 s.f.	3,125 s.f.
Lot Width	75-feet	30-feet	44-feet
Setback – Front	10-feet	8-feet	5-feet (livable) / 20-feet (garage)
Setback – Rear	10-feet	10-feet	5-feet (patio) / 8-feet (livable)
Setback – Side	5-feet	5-feet	3-feet (8-feet total)
Setback – Corner	5-feet	10-feet	3-feet (8-feet total)
Setbacks – Aggregate	10-feet	10-feet	8-feet
Lot Coverage	30%	65%	65%
Building Height	30-feet	45-feet	45-feet
Open Space	N/A	30%	26.23%

Staff Recommendation

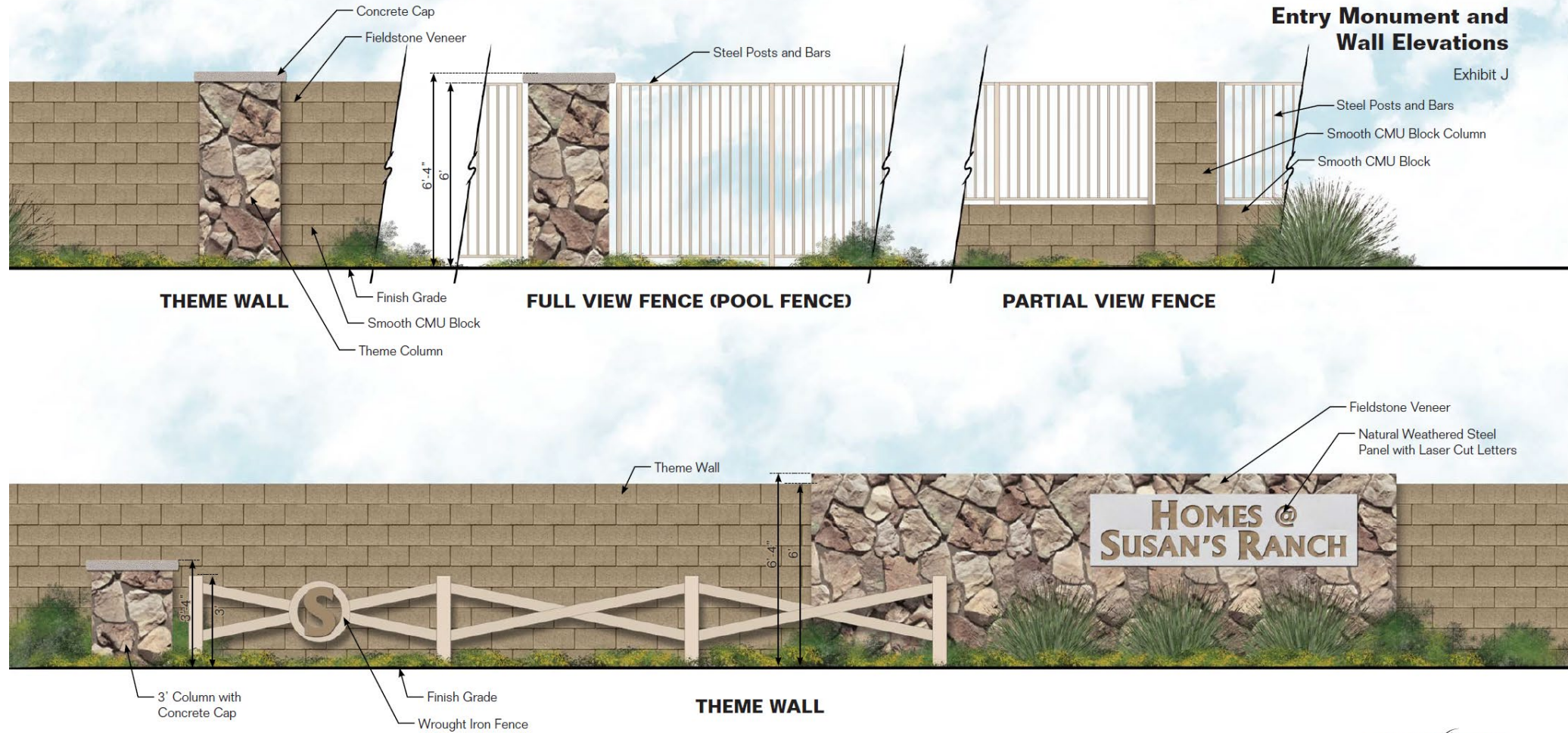
- Planning and Zoning Commission **Recommends Approval** of PLZZ-21-00011, Homes at Susan's Ranch PAD subject to conditions “a-ee” to the City Council.



Questions?



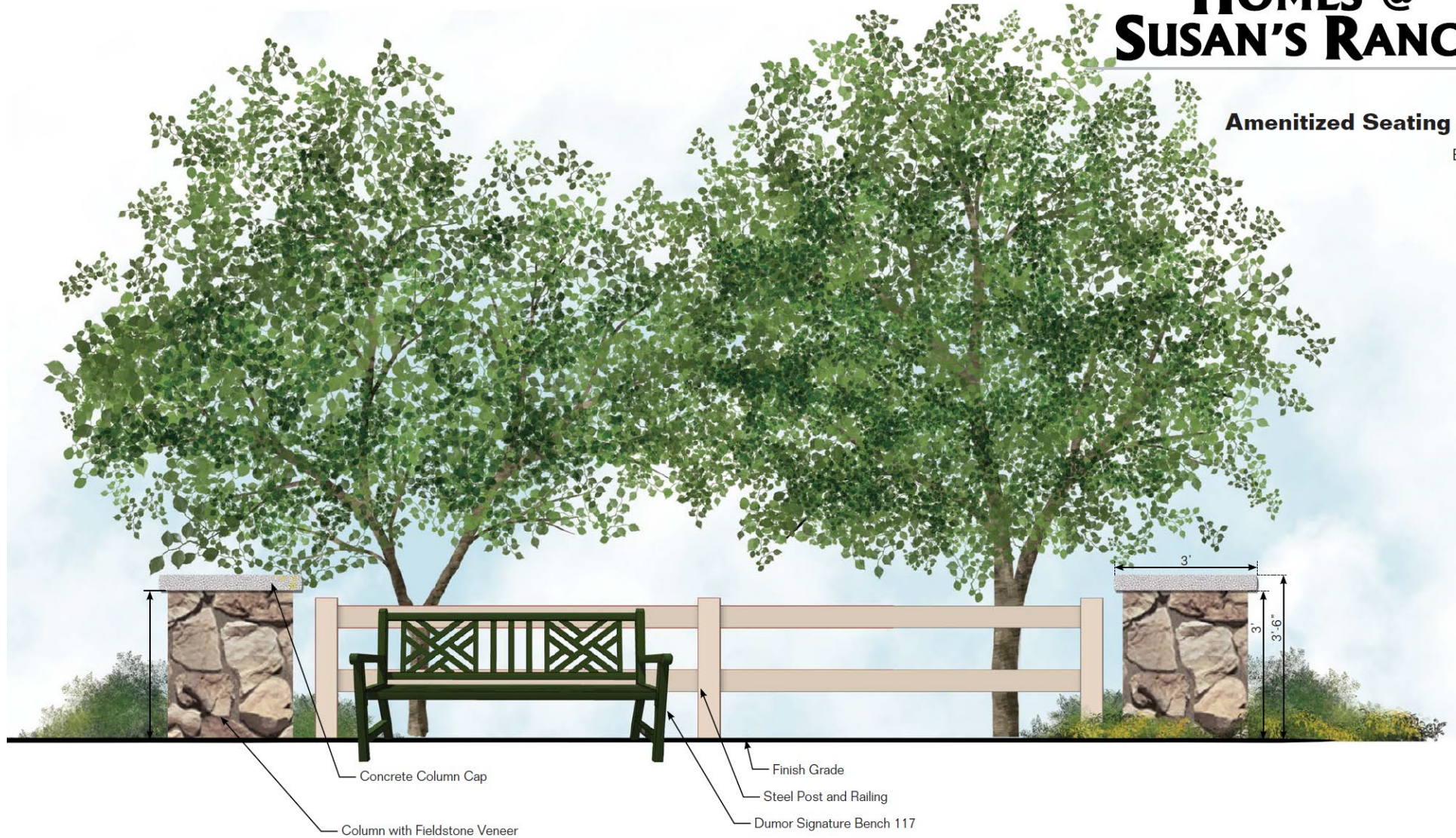
HOMES @ SUSAN'S RANCH



HOMES @ SUSAN'S RANCH

Amenitized Seating Area

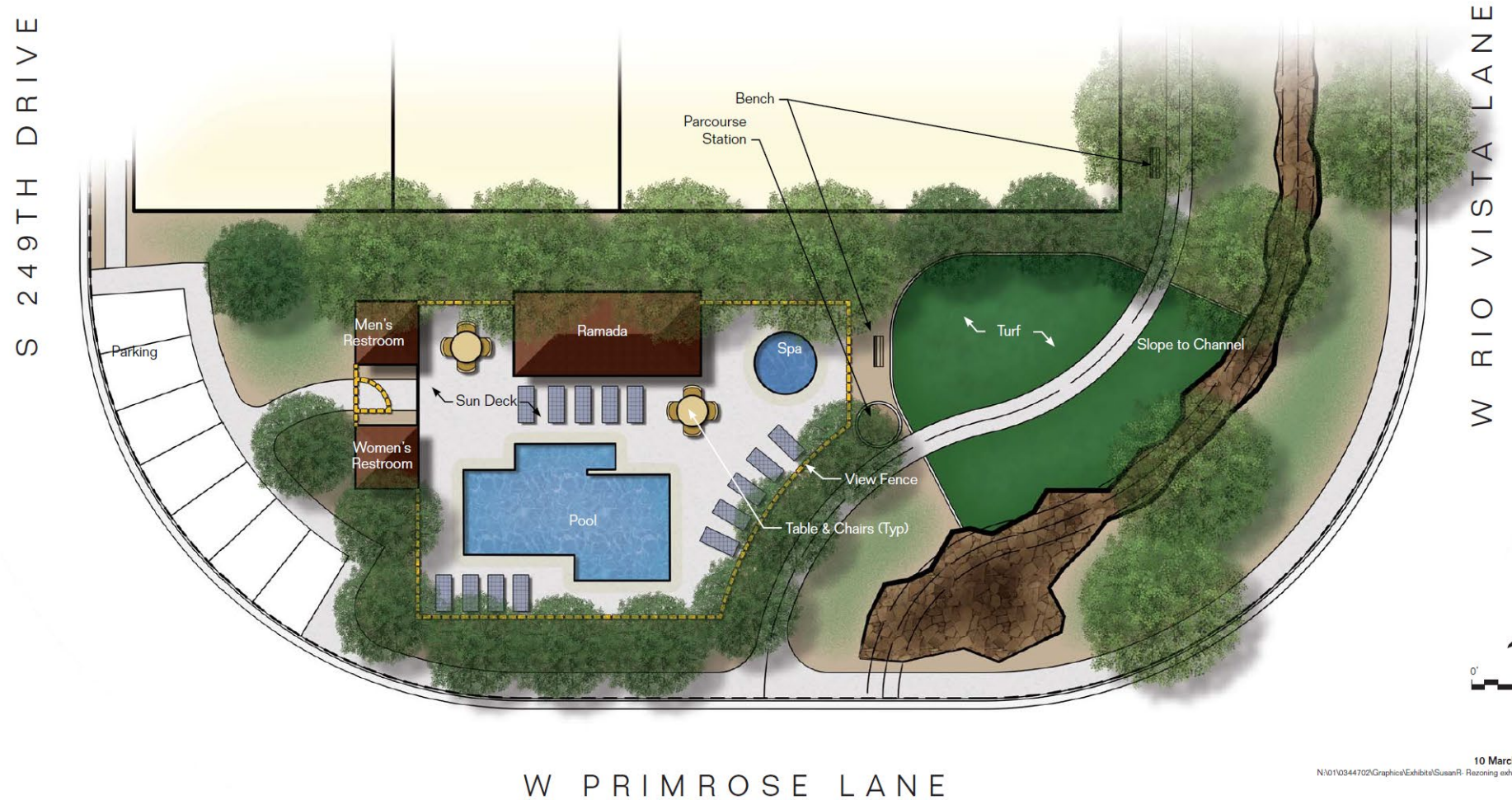
Exhibit M



HOMES @ SUSAN'S RANCH

Pool Plan Detail

Exhibit L

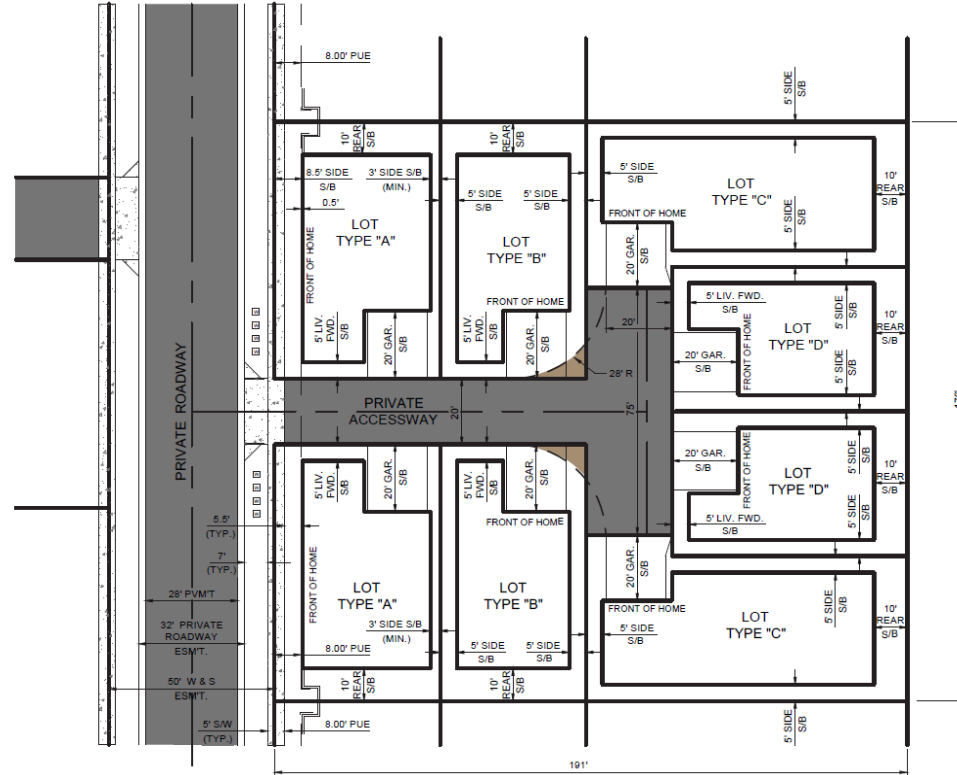


Conceptual – See conditions of approval

HOMES @ SUSAN'S RANCH

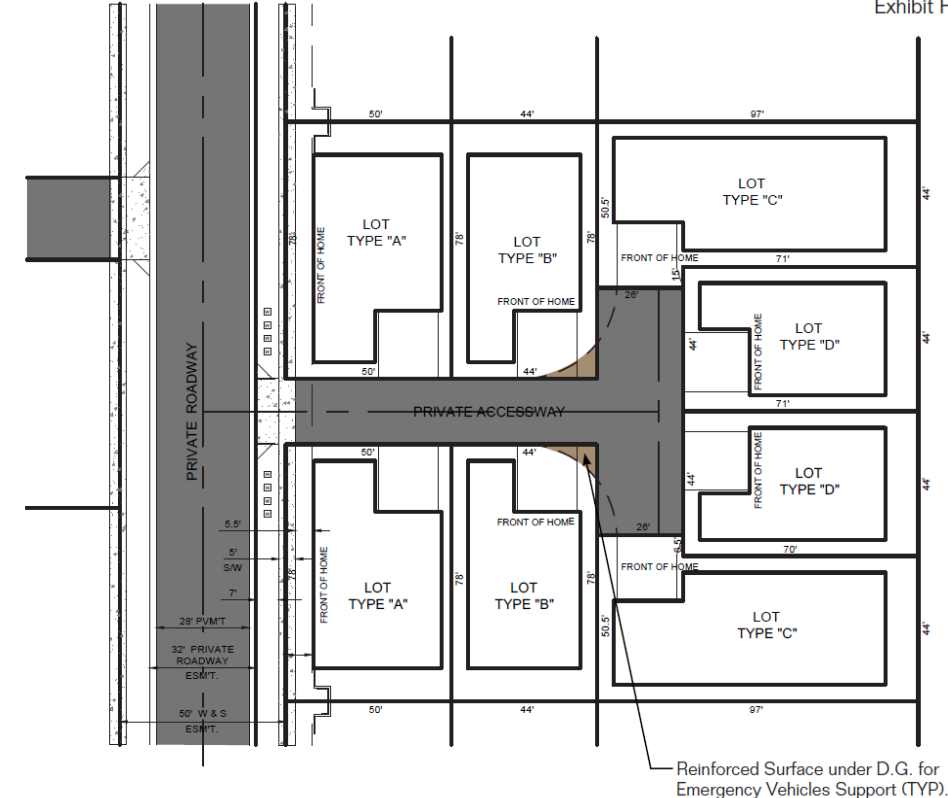
Cluster "Pod" Details

Exhibit H



TYPICAL CLUSTER "POD" SETBACK
AND DIMENSION DETAIL

* NOTE: ALL SETBACKS, DIMENSIONS, NOTES, ETC.
SHOWN MUST CONFORM TO APPROVED ZONING STANDARDS

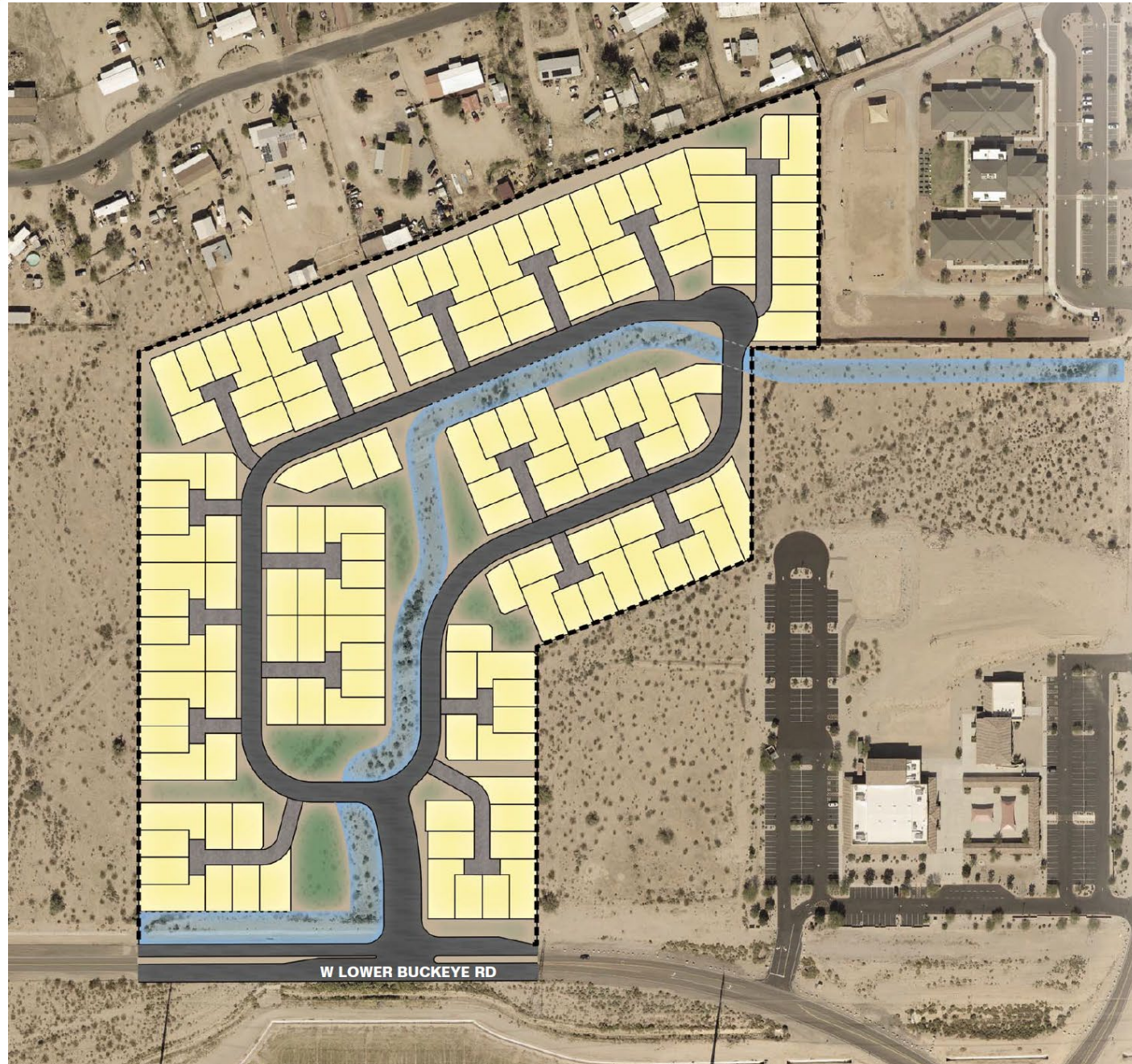


TYPICAL CLUSTER "POD" LOT
TYPE AND DIMENSION DETAIL

* NOTE: ALL LOT DIMENSIONS SHOWN ARE MINIMUMS.
LOT NOTES SHOWN ARE TYPICAL.

Design and dimensions of private accessway
conforms to COB Std DET 31445

Conceptual Site Plan – See conditions of approval



HOMES @ SUSAN'S RANCH

Overall Site Plan

Exhibit C

Site Data Table

Project Land Parcels	"504-63-137W, 504-63-547A, 504-63-543"	A.P.N. #'s
Site Acreage (net)	22.80	Ac.
Typical Lot Size	Varies	
Minimum Lot Size	3111.50	S.F.
Open Space Area	5.98	Ac.
Open Space Percentage	26.23	%
Lot Count	144	Lots
Density	6.32	DU/Ac.

PAD Overlay Lot Setback Table

Front (livable/porch)	5'	*
Front (garage)	20'	*
Side (minimum)	3'	*
Side (combined)	8'	*
Rear (livable)	8'	*
Rear (patio)	5'	*
Building separation (minimum)	8'	*
Lot Coverage	65%	*

Note:

* 10% of lots are permitted up to a 30% increase / decrease in any two (2) of the standards noted above, to allow for flexibility in site planning and field conditions.



10 March 2021

N:\01\0844702\Graphics\Exhibits\SusanR - Rezoning exhibits.indd



CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 06/15/21	AGENDA ITEM: 7.C. FY21-22 Tentative Budget Adoption
DATE PREPARED: 06/15/21	DISTRICT NO.: ALL
STAFF LIAISON: William Kauppi, Chief Financial Officer, (623) 349-6161, wkauppi@buckeyeaz.gov	
DEPARTMENT: Financial Services	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 37-21 approving and adopting a Tentative Budget for Fiscal Year 2021-2022.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

ADDITIONAL RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

It is a State requirement that the City annually approve and adopt the Tentative Budget, to include estimates of revenues and expenditures. The Tentative Budget sets forth the financial resources plan for Buckeye Fiscal Year (FY) 2021-2022 service delivery programs and the Capital Improvement Plan (CIP). After approval, the Tentative Budget and State budget forms will be available for public review and inspection. The Tentative Budget estimate for Fiscal Year 2021/2022 is \$392,657,440.

BENEFITS:

Satisfies the State requirement to annually adopt a Tentative Budget; sets forth the financial resources plan for Buckeye's FY21-22 service delivery programs and the Capital Improvement Plan (CIP).

FUTURE ACTION:

Publication of the Tentative Budget Resolution and State budget forms once-a-week for two (2) consecutive weeks.

Public hearing on the Final Budget on July 6, 2021

Adoption of FY21-22 Final Budget on July 6, 2021

Adoption of FY21-22 Property Tax Levy on July 20, 2021

FINANCIAL IMPACT STATEMENT:

The Tentative Budget estimate for FY21-22 is \$392,657,440.

BUDGETED:

Yes

FISCAL YEAR:

FY2021-2022

FUND/DEPARTMENT:

Various

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

[RES 37-21 Approving Tentative Budget for FY 2021-2022 with Schedules 06.09.2021.pdf](#)
[Tentative Budget Presentation June 15 2021.pdf](#)

RESOLUTION NO. 37-21

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF
BUCKEYE, MARICOPA COUNTY, ARIZONA, APPROVING AND ADOPTING
A TENTATIVE BUDGET FOR FISCAL YEAR 2021-2022.**

WHEREAS, in accordance with the provisions of Title 42, Sections 17101 through Sections 17108, of the Arizona Revised Statutes, the City Council did, on the 15th day of June, 2021 make an estimate of the different amounts required to meet the public expenditures for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the City of Buckeye; and

WHEREAS, it appears that the sums to be raised by primary taxation, as specified therein, do not in aggregate amount exceed that amount as computed in Title 42 of the Arizona Revised Statutes; and

WHEREAS, it appears that publication will be duly made as required by law, of said estimates together with a notice that City Council will hold a special meeting on July 6, 2021, at the Buckeye City Hall, at 530 East Monroe Avenue, at 6:00 p.m., for the purpose of hearing taxpayers and approving the final budget as set forth in said estimates; and

WHEREAS, it appears that publication will be duly made as required by law, of said estimates together with a notice that City Council will meet on July 20, 2021, at the Buckeye City Hall, at 530 East Monroe Avenue, Buckeye, Arizona 85326, at 4:00 p.m., for the purpose of hearing tax payers and making tax levies as set forth in said estimates; and

WHEREAS, the tentative budget is available for viewing at the Buckeye City Hall, located at 530 East Monroe Avenue, Buckeye, Arizona 85326, at the Buckeye Public Library, Downtown Branch, located at 310 North Sixth Street, Buckeye, Arizona 85326; the Buckeye Public Library, Coyote Branch, located at 21699 West Yuma Road, Buckeye, Arizona 85326; and on the City's official website at www.buckeyeaz.gov.

NOW, THEREFORE, BE IT RESOLVED, that said estimates of revenues and expenditures shown on the attached schedules are hereby adopted as the Tentative Budget for Fiscal Year 2021-2022 and the City Clerk is hereby directed to publish the estimates of expenses and notice of the public hearing as required by law.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 15th day of June, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

SBS:sbs 4138465.1 6/9/2021

City of Buckeye
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal year 2022

Fiscal year		S c h		Funds							
				General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2021	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	1	90,264,772	17,324,885	439,934	60,930,317		160,877,897		329,837,805
2021	Actual Expenditures/Expenses**	E	2	72,858,767	8,171,258	438,934	24,918,059		135,575,122		241,962,140
2022	Fund Balance/Net Position at July 1***		3	92,000,000	5,601,500	5,000	31,139,287	0	61,981,000	0	190,726,787
2022	Primary Property Tax Levy	B	4	10,910,454							10,910,454
2022	Secondary Property Tax Levy	B	5								0
2022	Estimated Revenues Other than Property Taxes	C	6	109,139,917	14,992,456	439,934	15,510,209		110,150,937		250,233,453
2022	Other Financing Sources	D	7	0	0	0	0	0	0	0	0
2022	Other Financing (Uses)	D	8	0	0	0	0	0	0	0	0
2022	Interfund Transfers In	D	9	0	5,555,986	0	63,395,153	0	10,027,054	0	78,978,193
2022	Interfund Transfers (Out)	D	10	64,724,798	0	0	11,439,485	0	2,813,910	0	78,978,193
2022	Line 11: Reduction for Fund Balance Reserved for Future Budget Year Expenditures		11								
	Maintained for Future Debt Retirement										0
	Maintained for Future Capital Projects						2,162,792				2,162,792
	Maintained for Future Financial Stability										0
											0
2022	Total Financial Resources Available		12	147,325,573	26,149,942	444,934	96,442,372	0	179,345,081	0	449,707,902
2022	Budgeted Expenditures/Expenses	E	13	122,122,891	24,759,022	437,384	96,442,372		148,895,771		392,657,440

Expenditure Limitation Comparison

- 1 Budgeted expenditures/expenses
- 2 Add/subtract: estimated net reconciling items
- 3 Budgeted expenditures/expenses adjusted for reconciling items
- 4 Less: estimated exclusions
- 5 Amount subject to the expenditure limitation
- 6 EEC expenditure limitation

	2021	2022
\$	329,837,805	\$ 392,657,440
	329,837,805	392,657,440
\$	329,837,805	\$ 392,657,440
\$	403,413,781	\$ 437,288,975

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

City of Buckeye
Tax Levy and Tax Rate Information
Fiscal year 2022

	<u>2021</u>	<u>2022</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>9,982,856</u>	\$ <u>10,910,454</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>9,982,856</u>	\$ <u>10,910,454</u>
Property tax judgment _____	_____	_____
B. Secondary property taxes	_____	_____
Property tax judgment _____	_____	_____
C. Total property tax levy amounts	\$ <u>9,982,856</u>	\$ <u>10,910,454</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ <u>9,982,856</u>	
(2) Prior years' levies	_____	
(3) Total primary property taxes	\$ <u>9,982,856</u>	
B. Secondary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies	_____	
(3) Total secondary property taxes	\$ _____	
C. Total property taxes collected	\$ <u>9,982,856</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	_____ 1.7890	_____ 1.7671
Property tax judgment _____	_____	_____
(2) Secondary property tax rate	_____	_____
Property tax judgment _____	_____	_____
(3) Total city/town tax rate	_____ 1.7890	_____ 1.7671
B. Special assessment district tax rates		
Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating <u>30</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

City of Buckeye
Revenues Other than Property Taxes
Fiscal Year 2022

Source of revenues	Estimated revenues 2021	Actual revenues* 2021	Estimated revenues 2022
General Fund			
Local taxes			
Local TPT	\$ 39,505,000	\$ 49,625,599	\$ 52,504,000
Franchise Fee and Leases	4,104,800	3,518,894	4,073,000
Licenses and permits			
Planning and review fees	14,500,000	21,163,822	18,000,000
Other Licenses and permits	545,800	798,897	750,814
Intergovernmental			
State Shared Sales Taxes	8,250,000	8,500,000	9,348,609
Urban Revenue Sharing	9,932,000	11,378,810	10,388,497
Auto Lieu Tax	3,740,000	3,580,000	3,692,280
AZCARES Fund	9,140,899	9,140,899	-
CARES Federal Revenue	-	-	5,287,733
Charges for services			
Charges for services	3,267,083	2,035,533	3,242,384
Fines and forfeits			
Magistrate Court Fines	730,000	719,276	720,000
Other Fines and fee	85,000	42,605	85,000
Interest on investments			
Interest on investments	850,000	2,476,245	500,000
Miscellaneous			
All Other Operating Revenues	552,498	380,901	547,600
Total General Fund	\$ 95,203,080	\$ 113,361,481	\$ 109,139,917
Special Revenue Funds			
Fill The Gap	\$ 6,750	\$ 3,308	\$ 6,750
JCEF	12,000	11,996	12,000
Court Special Fund	80,800	35,823	80,800
Noise Commercial Vehicles	-	2,843	250,000
Youth Council	-	-	15,000
Towing/Impound	112,000	36,661	112,000
Downtown Revitalization	19,534	-	-
Community Services Programs	133,400	46,597	355,000
Community Services Social Services	-	-	75,000
Transient Lodging Tax	225,000	212,004	225,000
Risk Management Retention	306,000	211,819	506,000
SLID Opns	328,000	322,733	415,930
CBDG Grants	500,000	-	500,000
Police Grants	3,292,500	393,891	3,292,500
Fire Grants	1,140,000	14,812	2,240,000
Area Agency (AAA)	319,331	223,461	264,031
Community Services Grants	571,900	23,000	440,000
Nuclear Emergency Management	70,000	70,000	70,000
Wildland Fire Grant	28,200	-	28,200
AZ Lottery Fund	217,895	111,892	217,895
Volunteer Firemen's	55,430	6,223	55,430
Highway User's Revenue Fund	5,799,000	5,219,427	5,730,500
Mobile Integrated Hlth. Care	84,420	-	84,420
Police SB 1398	16,000	19,665	16,000
Jackrabbit Sewer O&M	-	46	-
Roosevelt Imp Dist O&M	-	12	-
Total Special Revenue Funds	\$ 13,318,160	6,966,213	14,992,456

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Buckeye
Revenues Other than Property Taxes
Fiscal Year 2022

Source of revenues	Estimated revenues 2021	Actual revenues* 2021	Estimated revenues 2022
Debt Service Funds			
Jackrabbit Swr Debt	\$ 41,687	\$ 13,892	\$ 41,687
Roosevelt Improvement Debt	398,247	316,211	398,247
Total Debt Service Funds	\$ 439,934	\$ 330,103	\$ 439,934
Capital Projects Funds			
Cemetery Improvement	\$ 147,450	\$ 280,203	\$ 213,450
Sundance Water Recharge	9,718	7,890	10,000
Future Road Improvement	77,750	41,351	77,750
Traffic Signal Fund	273,000	718,424	273,000
MAG/ADOT Proj	500,000	-	500,000
CIP General	10,555,863	1,136,285	6,793,509
Parks & Rec Imp Fees	335,000	2,726,330	2,110,000
Library Impact Fees	35,000	665,011	865,000
Streets Impact Fees	132,500	661,786	492,500
Public Safety Imp Fees	810,000	1,436,492	1,050,000
Fire Impact Fees	-	1,275,564	1,375,000
Police Impact Fees	-	1,830,376	1,750,000
Total Capital Projects Funds	\$ 12,876,281	\$ 10,779,712	\$ 15,510,209
Enterprise Funds			
Water Utility Enterprise	\$ 93,945,000	\$ 55,276,584	\$ 59,180,000
Water Repair and Replacement Fund	900,000	886,574	1,000,000
Water Impact Fees	980,000	3,873,393	4,075,000
	\$ 95,825,000	60,036,551	64,255,000
Wastewater (Sewer) Utility Enterprise	\$ 12,010,000	12,747,824	26,871,650
Wastewater Impact Fees	1,425,000	5,666,954	5,280,000
	\$ 13,435,000	18,414,778	32,151,650
Environmental Services	\$ 8,374,560	8,016,178	8,661,727
	8,374,560	8,016,178	8,661,727
		\$	\$
Airport	\$ 383,725	312,916	427,000
Airport Improvement	4,979,308	23,140	4,655,560
	5,363,033	336,056	5,082,560
Total Enterprise Funds	\$ 122,997,593	\$ 86,803,563	\$ 110,150,937
Total all Funds	\$ 244,835,048	\$ 218,241,072	\$ 250,233,453

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Buckeye
Other Financing Sources/(Uses) and Interfund Transfers
Fiscal year 2022

Fund	Other financing 2022		Interfund transfers 2022	
	Sources	(Uses)	In	(Out)
General Fund				
Economic Development Reinvest	\$	\$	\$	\$ 495,000
Risk Management				1,298,130
Community Services Program				221,070
Community Services Social Services Prg				118,022
Capital Improvement Fund				51,841,758
Area Agency on Aging				491,449
Airport				3,182,024
Airport Improvement Fund				745,030
HURF				2,932,315
Water Fund				3,400,000
Total General Fund	\$	\$	\$	\$ 64,724,798
Special Revenue Funds				
Community Services Program	\$	\$	\$ 221,070	\$
Community Services Social Services Prg			118,022	
Economic Development Reinvest			495,000	
Risk Management			1,298,130	
Area Agency on Aging			491,449	
HURF			2,932,315	
Total Special Revenue Funds	\$	\$	\$ 5,555,986	\$
Debt Service Funds				
	\$	\$	\$	\$
Total Debt Service Funds	\$	\$	\$	\$
Capital Projects Funds				
Capital Improvement Fund	\$	\$	\$ 63,281,243	\$
Impact Fees				9,439,485
Traffic Signals Fund				2,000,000
Stormwater Quality			113,910	
Total Capital Projects Funds	\$	\$	\$ 63,395,153	\$ 11,439,485
Permanent Funds				
	\$	\$	\$	\$
Total Permanent Funds	\$	\$	\$	\$
Enterprise Funds				
Airport	\$	\$	\$ 3,182,024	\$
Airport Improvement Fund			745,030	
Environmental Services Fund				113,910
Utility Impact Fees				2,200,000
Water Fund			6,100,000	
Water Repair and Replacement Fund				500,000
Total Enterprise Funds	\$	\$	\$ 10,027,054	\$ 2,813,910
Internal Service Funds				
	\$	\$	\$	\$
Total Internal Service Funds	\$	\$	\$	\$
Total all Funds	\$	\$	\$ 78,978,193	\$ 78,978,193

City of Buckeye
Expenditures/Expenses by Fund
Fiscal year 2022

Fund/Department	Adopted Budgeted Expenditures/ Expenses 2021	Expenditure/ Expense adjustments approved 2021	Actual Expenditures/ Expenses* 2021	Budgeted Expenditures/ Expenses 2022
General Fund				
Council	\$ 646,255	\$ -	\$ 531,117	\$ 750,099
City Manager	2,988,803	61,560	3,050,363	3,481,866
City Clerk	698,218	-	604,748	862,066
Finance	4,563,050	-	3,940,279	2,778,975
Human Resources	1,276,916	-	1,103,603	1,363,472
Economic Development	785,786	-	656,010	1,200,529
Information Technology	4,626,274	-	4,437,068	7,861,574
City Court	1,154,234	-	1,110,182	1,276,963
Police	20,325,647	815,503	21,141,150	25,409,095
Fire	15,902,320	-	15,854,216	17,406,109
Public Works	4,349,221	302,864	4,652,085	10,300,853
Community Services	5,724,166	-	4,305,388	7,787,407
Development Services	4,437,073	1,465,123	5,902,196	7,665,294
Engineering	3,558,938	508,613	4,067,551	5,023,950
Non-Departmental	6,004,266	(3,153,663)	277,105	27,722,300
Debt Service	1,225,706	-	1,225,706	1,232,339
Contingency	11,997,899	-	-	-
Total General Fund	\$ 90,264,772	\$ -	\$ 72,858,767	\$ 122,122,891
Special Revenue Funds				
Fill The Gap	\$ 58,000	\$ -	\$ -	\$ 64,777
JCEF	100,000	-	-	110,666
Court Special Fund	235,000	-	-	271,810
Noise Commercial Vehicle	-	-	-	250,000
Youth Scholarship	15,000	-	-	15,000
Towing/Impound	220,000	-	39,589	305,199
Community Services Programs	603,650	-	57,099	576,070
Community Services Soc Svcs	-	-	-	193,022
Economic Development	495,000	-	89,463	495,000
Transient Lodging Tax	457,530	-	129,100	659,990
Risk Mgt Retention	1,652,030	-	1,316,647	1,804,130
SLID Opns	313,999	8,540	322,539	463,159
CBDG Grants	500,000	(27,531)	-	500,000
Police Grants	3,292,500	-	546,653	3,292,500
Fire Grants	1,140,000	-	13,435	2,240,000
Area Agency (AAA)	748,778	18,991	767,769	755,480
Community Services Grants	869,640	-	30,644	440,000
Nuclear Emergency Mgt.	70,000	-	56,540	70,000
Wildland Fire Grant	28,200	-	-	28,200
AZ Lottery Fund	51,500	-	44,033	217,895
Volunteer Firemen's	312,000	-	5,049	299,000
HURF	6,010,638	-	4,746,945	11,535,704
Mobile Integrated Hlth. Care	84,420	-	-	84,420
Police SB 1398	65,000	-	5,112	85,000
Jackrabbit Swr O&M	1,000	-	365	1,000
Roosevelt Improvement O&M	1,000	-	276	1,000
Total Special Revenue Funds	\$ 17,324,885	\$ -	\$ 8,171,258	\$ 24,759,022
Debt Service Funds				
Jackrabbit Swr Debt	\$ 41,687	\$ -	\$ 40,687	\$ 38,875
Roosevelt Improvement Debt	398,247	-	398,247	398,509
Total Debt Service Funds	\$ 439,934	\$ -	\$ 438,934	\$ 437,384

**City of Buckeye
Expenditures/Expenses by Fund
Fiscal year 2022**

Fund/Department	Adopted Budgeted Expenditures/ Expenses 2021	Expenditure/ Expense adjustments approved 2021	Actual Expenditures/ Expenses* 2021	Budgeted Expenditures/ Expenses 2022
Capital Projects Funds				
Cemetery Improvement	\$ 238,556	\$ 21,520	\$ 260,076	\$ 255,223
Sundance Water Recharge	-	-	-	660,000
Future Road Improvement	1,797,502	-	-	1,800,000
Traffic Signal Fund	2,000,000	-	-	750,000
Stormwater Quality	93,089	18,919	112,008	113,910
Roadway Const	2,736,136	-	2,253,723	-
MAG/ADOT Proj	500,000	-	-	500,000
CIP Gen	46,715,034	(40,439)	21,424,724	71,292,239
Parks & Rec Imp Fees	1,025,000	-	3,000	800,000
Parks Impact Fees	-	-	-	2,950,000
Library Impact Fees	525,000	-	3,000	1,896,000
Streets Impact Fees	275,000	-	3,000	3,750,000
Police Impact Fees	-	-	-	2,600,000
Fire Impact Fees	-	799,318	799,318	2,075,000
Public Safety Imp Fees	5,025,000	(799,318)	59,210	7,000,000
Total Capital Projects Funds	\$ 60,930,317	\$ -	\$ 24,918,059	\$ 96,442,372
Enterprise Funds				
Water	\$ 112,048,350	\$ (1,588,531)	\$ 95,406,507	\$ 84,735,905
Water Repair & Replacement	600,000	-	427,774	900,000
Water Impact Fees	2,025,000	1,588,531	3,613,531	5,535,000
Wastewater	29,763,964	(5,392,198)	20,396,422	31,156,407
Wastewater Impact Fees	2,025,000	5,392,198	7,417,198	8,255,000
W&S Revenue Bonds	5,000	-	-	5,000
Environmental Services	8,925,951	-	7,803,111	9,298,845
Airport	482,032	-	393,071	3,609,024
Airport Improvements	5,002,600	-	117,508	5,400,590
Total Enterprise Funds	\$ 160,877,897	\$ -	\$ 135,575,122	\$ 148,895,771
Total all Funds	\$ 329,837,805	\$ -	\$ 241,962,140	\$ 392,657,440

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Buckeye
Full-Time Employees and Personnel Compensation
Fiscal year 2022

	Full-Time Equivalent (FTE)	Employee Salaries and Hourly Costs	Retirement Costs	Healthcare Costs	Other Benefit Costs	Total Estimated Personnel Compensation
Fund	2022	2022	2022	2022	2022	2022
General Fund	502.65	\$ 42,927,759	\$ 10,544,876	\$ 9,826,706	\$ 40,300	\$ 63,339,641
Special Revenue Funds						
HURF	27.00	\$ 1,390,111	\$ 276,850	\$ 643,498		\$ 2,310,459
Area Agency on Aging	7.49	320,436	64,079	123,117		507,632
C/S Social Services	2.00	111,654	22,398	51,610		185,662
Transient Lodging	1.00	49,778	9,985	227		59,990
Total Special Revenue Funds	35.49	\$ 1,760,325	\$ 350,914	\$ 766,842		\$ 3,063,743
Capital Projects Funds						
Cemetery Improvement	2.00	\$ 93,816	\$ 18,017	\$ 14,740		\$ 126,573
Stormwater Quality	1.00	59,069	11,849	1,777		72,695
Total Capital Projects Funds	3.00	\$ 152,885	\$ 29,866	\$ 16,517		\$ 199,268
Enterprise Funds						
Water and Wastewater	96.92	\$ 6,356,557	\$ 1,263,021	\$ 2,052,438		\$ 9,672,016
Environmental Services	6.08	655,856	129,660	214,270		999,786
Airport	3.00	212,043	42,536	86,799		341,378
Total Enterprise Funds	106.00	\$ 7,224,456	\$ 1,435,217	\$ 2,353,507		\$ 11,013,180
Total all Funds	647.14	\$ 52,065,425	\$ 12,360,873	\$ 12,963,572	\$ 40,300	\$ 77,615,832



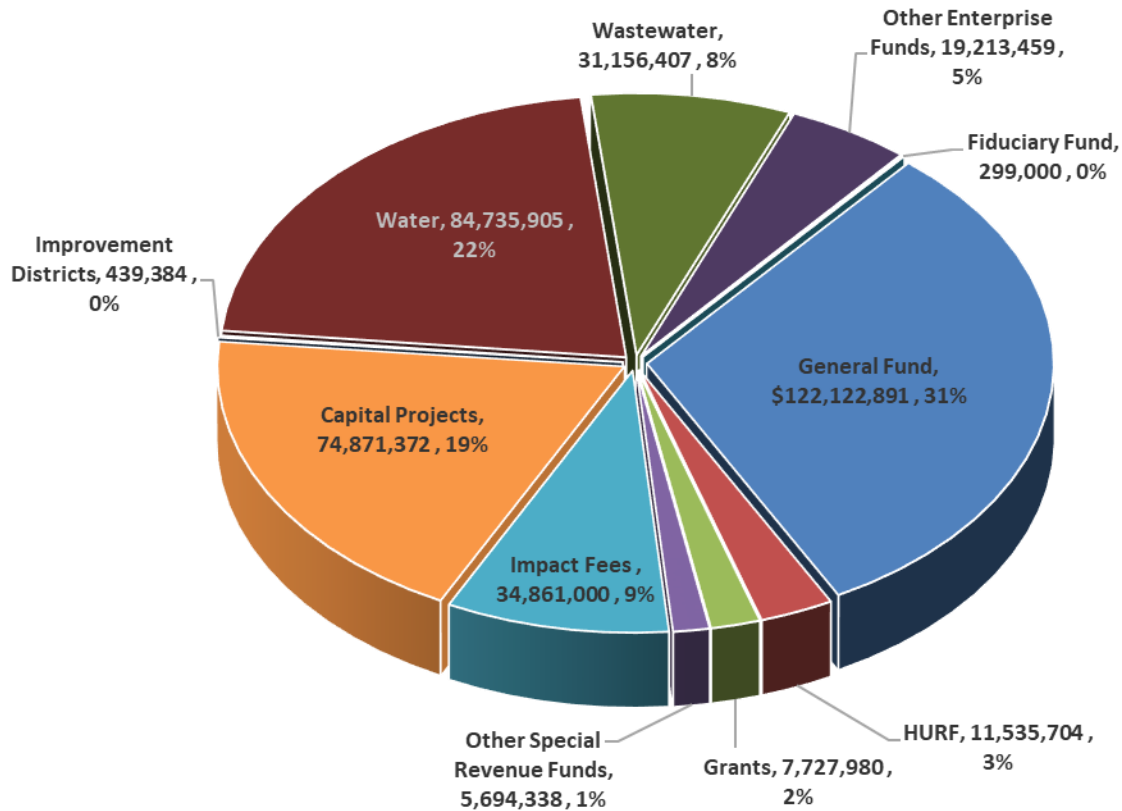
Adoption of Tentative Budget

William Kauppi, Chief Financial Officer

June 15, 2021

FY 2021-22 Expenditures Overview – All Funds

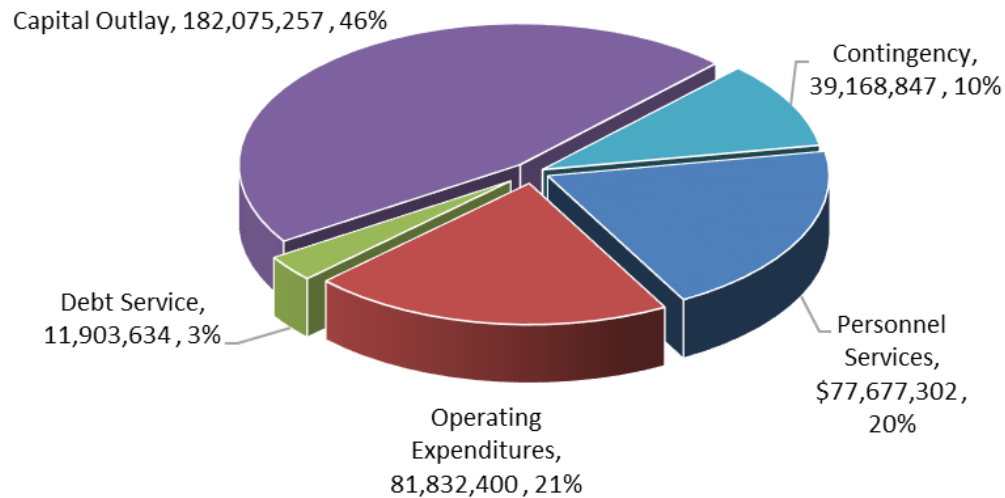
Fund	Proposed FY 2021-22	Budget FY 2020-21	\$ Difference	% Difference
General Fund	\$122,122,891	\$90,264,772	\$31,858,119	35.29%
HURF	11,535,704	6,010,638	5,525,066	91.92%
Grants	7,727,980	7,050,918	677,062	9.60%
Other Special Revenue Funds	5,694,338	4,449,329	1,245,009	27.98%
Impact Fees	34,861,000	10,900,000	23,961,000	219.83%
Capital Projects	74,871,372	53,580,317	21,291,055	39.74%
Improvement Districts	439,384	441,934	(2,550)	-0.58%
Water	84,735,905	112,048,350	(27,312,445)	-24.38%
Wastewater	31,156,407	29,763,964	1,392,443	4.68%
Other Enterprise Funds	19,213,459	15,015,583	4,197,876	27.96%
Fiduciary Fund	299,000	312,000	(13,000)	-4.17%
	<u>\$392,657,440</u>	<u>\$329,837,805</u>	<u>\$62,819,635</u>	<u>19.05%</u>
Transfers to other Funds	\$78,978,193	\$51,384,414	\$27,593,779	53.70%



Total Appropriation Budget FY 2021-22 equals \$392,657,440 (excluding transfers)
(FY 2020-21 Adopted Budget equals \$329,837,805 (excluding transfers))

FY 2021-22 Expenditures Overview – All Categories

Expenditure Category	Proposed FY 2021-22	Budget FY 2020-21	\$ Difference	% Difference
Personnel Services	\$77,677,302	\$64,144,387	\$13,532,915	21.10%
Operating Expenditures	81,832,400	58,987,984	22,844,416	38.73%
Debt Service	11,903,634	12,535,044	(631,410)	-5.04%
Capital Outlay	182,075,257	151,608,444	30,466,813	20.10%
Contingency	39,168,847	42,561,946	(3,393,099)	-7.97%
Total	<u>\$392,657,440</u>	<u>\$329,837,805</u>	<u>\$62,819,635</u>	<u>19.05%</u>
Transfers to other Funds	\$78,978,193	\$51,384,414	\$27,593,779	53.70%



Total Appropriation Budget FY 2021-22 equals \$392,657,440 (excluding transfers)
(FY 2020-21 Adopted Budget equals \$329,837,805 (excluding transfers))

Summary of Budget Changes since 6/1 Workshop

*Total FY 2021-22 Budget **increased** by \$2,404,971*

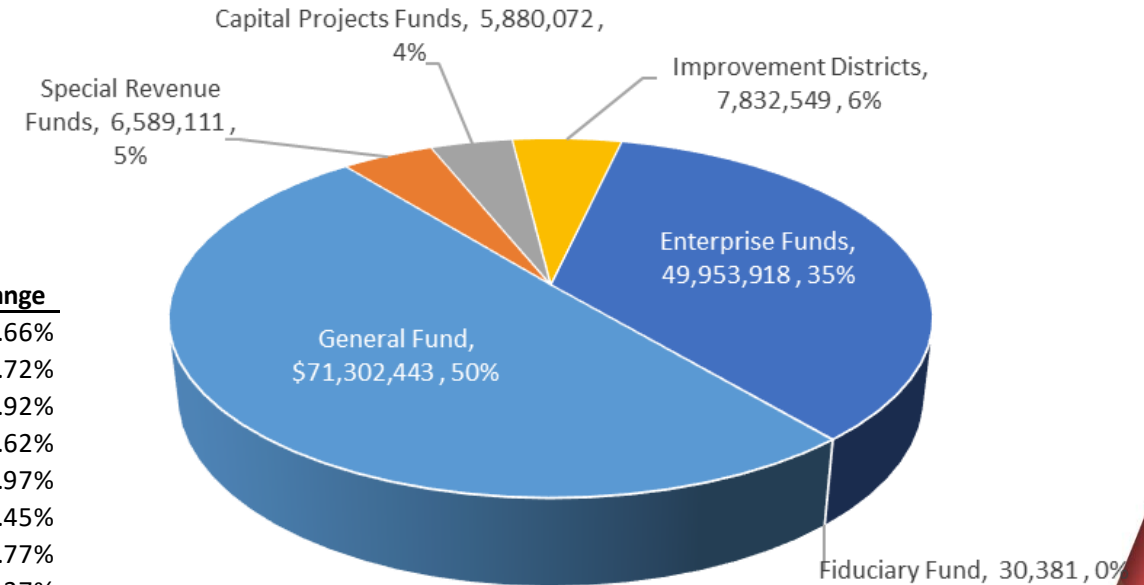
- Water Personnel budget **decreased** by \$92,029
- Water Operating budget **decreased** by \$2,003,000
- Capital Outlay budget was **increased** by \$3,500,000
 - \$2,500,000 Airport T-Hangers
 - \$1,000,000 General Fund Economic Development Projects
- General Fund Contingency **increased** by \$1,000,000

*Total FY 2021-22 Transfers **increased** by \$4,572,212*

- General Fund transfer to Airport Fund **increased** by \$2,572,212
- General Fund transfer to Water Fund **increased** by \$2,000,000

Estimated Revenues FY2021-22 - All Categories

Revenue by Category	FY 2021-22 Proposed	FY 2020-21 Budget	Difference	% Change
Utility Rates, Fees and Charges	\$57,386,407	\$50,489,560	\$ 6,896,847	13.66%
TPT (Sales Taxes)	52,729,000	39,730,000	12,999,000	32.72%
Intergovernmental	34,088,119	36,233,899	(2,145,780)	-5.92%
Licenses and Permits	18,750,814	15,045,800	3,705,014	24.62%
Impact Fees	16,890,000	3,680,000	13,210,000	358.97%
Property Taxes	11,483,884	10,492,104	991,780	9.45%
Franchise Fees and Leases	4,073,000	4,104,800	(31,800)	-0.77%
Charges for Services	4,157,054	3,945,378	211,676	5.37%
Interest Revenues	1,069,950	1,256,268	(186,318)	-14.83%
Fines and Forfeitures	1,114,800	874,800	240,000	27.43%
Bond Proceeds	29,645,650	64,200,000	(34,554,350)	-53.82%
Grants and Intergovernmental Agreements	19,043,284	16,103,324	2,939,960	18.26%
Developer Contribution	7,708,711	6,842,023	866,688	12.67%
Improvement Districts	439,934	439,934	-	0.00%
Miscellaneous	2,563,300	1,380,014	1,183,286	85.74%
Total Revenues	\$261,143,907	\$254,817,904	\$6,326,003	2.48%
Transfers from other Funds	78,978,193	51,384,414		
Use of Reserves	131,513,533	75,019,901		



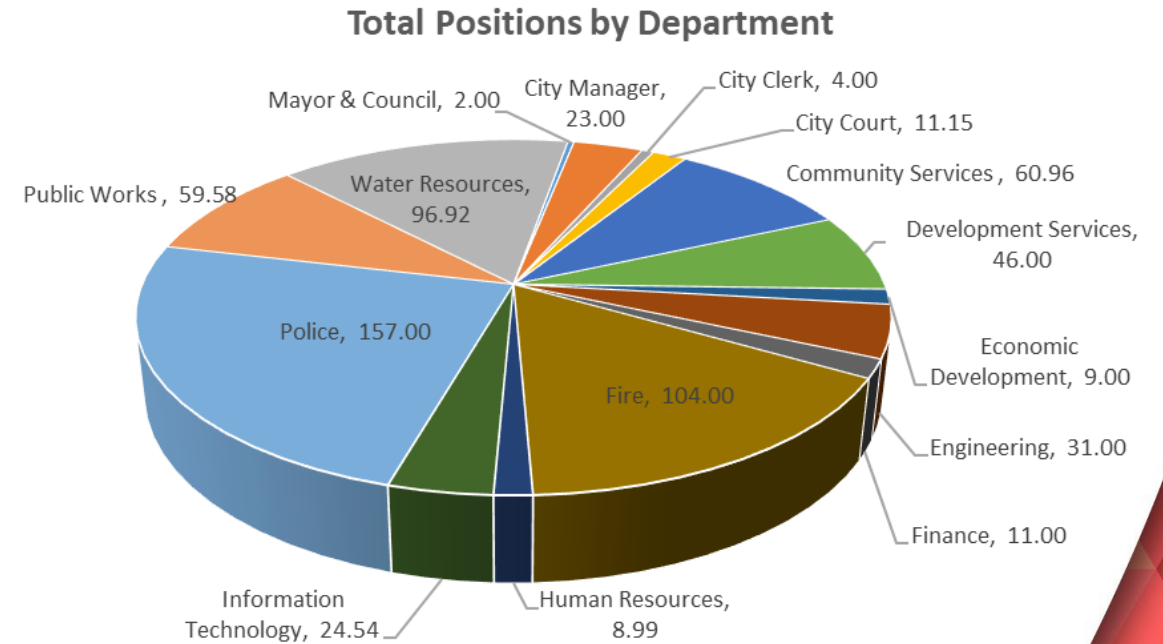
Total Estimated Revenue Budget FY 2021-22 equals \$261,143,907 (excluding transfers)
(FY 2020-21 Adopted Revenue Budget equals \$254,817,904 (excluding transfers))

Summary of Revenues, Expenditures and Estimated Ending Fund Balance

Fund	FY 2021-22 Proposed Budget			Estimated Beginning Fund Balance	Estimated Ending Fund Balance
	Revenues and Transfer In	Expenditures and Transfers Out	Excess (Deficit)		
General Fund	120,050,371	(186,847,689)	(66,797,318)	92,000,000	25,202,682
Special Revenue Funds:					
HURF	8,662,815	(11,535,704)	(2,872,889)	4,000,000	1,127,111
Minor Special Revenue Funds	11,830,197	(12,924,318)	(1,094,121)	1,303,500	209,379
Special Revenue Funds	20,493,012	(24,460,022)	(3,967,010)	5,303,500	1,336,490
Capital Projects Funds:					
CIP - General	70,074,752	(71,292,239)	(1,217,487)	1,217,487	-
Cemetery Improvement	213,450	(255,223)	(41,773)	80,000	38,227
Non Utility Impact Fees	7,642,500	(30,510,485)	(22,867,985)	24,441,800	1,573,815
Minor Capital Projects Fund	974,660	(5,823,910)	(4,849,250)	5,400,000	550,750
Capital Projects Funds	78,905,362	(107,881,857)	(28,976,495)	31,139,287	2,162,792
Improvement Districts	439,934	(437,384)	2,550	5,000	7,550
Enterprise Funds:					
Water	65,280,000	(84,735,905)	(19,455,905)	38,000,000	18,544,095
Wastewater	26,871,650	(31,156,407)	(4,284,757)	15,000,000	10,715,243
Minor Enterprise Funds	18,671,341	(19,827,369)	(1,156,028)	1,505,000	348,972
Utility Impact Fees	9,355,000	(15,990,000)	(6,635,000)	7,476,000	841,000
Enterprise Funds	120,177,991	(151,709,681)	(31,531,690)	61,981,000	30,449,310
Fiduciary Fund	55,430	(299,000)	(243,570)	298,000	54,430
Total	<u>\$340,122,100</u>	<u>\$(471,635,633)</u>	<u>\$ (131,513,533)</u>	<u>\$190,726,787</u>	<u>\$ 59,213,254</u>

FY 2021-22 Personnel Changes- All Funds

Personnel Summary	Actual				Proposed	
	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Change
General Fund:						
Mayor & Council	2.00	2.00	2.00	2.00	2.00	-
City Manager	15.00	16.50	19.00	19.00	22.00	3.00
City Clerk	4.00	4.00	4.00	4.00	4.00	-
City Court	8.30	10.30	10.30	11.15	11.15	-
Community Services	35.00	40.57	43.21	42.48	49.48	7.00
Development Services	25.00	26.00	27.00	44.00	46.00	2.00
Economic Development	3.00	3.00	3.00	4.00	6.00	2.00
Engineering	16.00	19.00	20.00	31.00	31.00	-
Finance	9.00	9.00	10.00	11.00	11.00	-
Fire	96.00	94.00	95.00	99.00	104.00	5.00
Human Resources	8.00	8.00	8.00	8.00	8.99	0.99
Information Technology	14.00	16.00	17.00	22.54	24.54	2.00
Police	126.00	132.00	138.00	146.00	157.00	11.00
Public Works	18.00	19.00	20.00	21.50	25.50	4.00
Total General Fund	379.30	399.37	416.51	465.67	502.65	36.99
Special Revenue Funds:						
HURF	24.00	25.00	26.00	24.00	27.00	3.00
Area Agency on Aging	7.00	7.50	8.00	7.49	7.49	-
Social Services	-	-	-	-	2.00	2.00
Transient Lodging	-	-	-	1.00	1.00	-
Total Special Revenue Fund	31.00	32.50	34.00	32.49	37.49	5.00
Capital Project Funds:						
Cemetery Improvement	2.00	2.00	2.00	2.00	2.00	-
Stormwater Quality	-	-	-	1.00	1.00	-
Total Capital Projects Funds	2.00	2.00	2.00	3.00	3.00	0.00
Enterprise Fund:						
Water	56.00	58.00	60.00	56.96	61.46	4.50
Wastewater	24.00	25.00	26.00	30.96	35.46	4.50
Environmental Services	4.00	5.00	5.00	6.08	6.08	-
Airport Operations	1.00	1.00	1.00	2.00	3.00	1.00
Total Enterprise Fund	85.00	89.00	92.00	96.00	106.00	10.00
Total All Funds	497.30	522.87	544.51	597.15	649.14	51.99

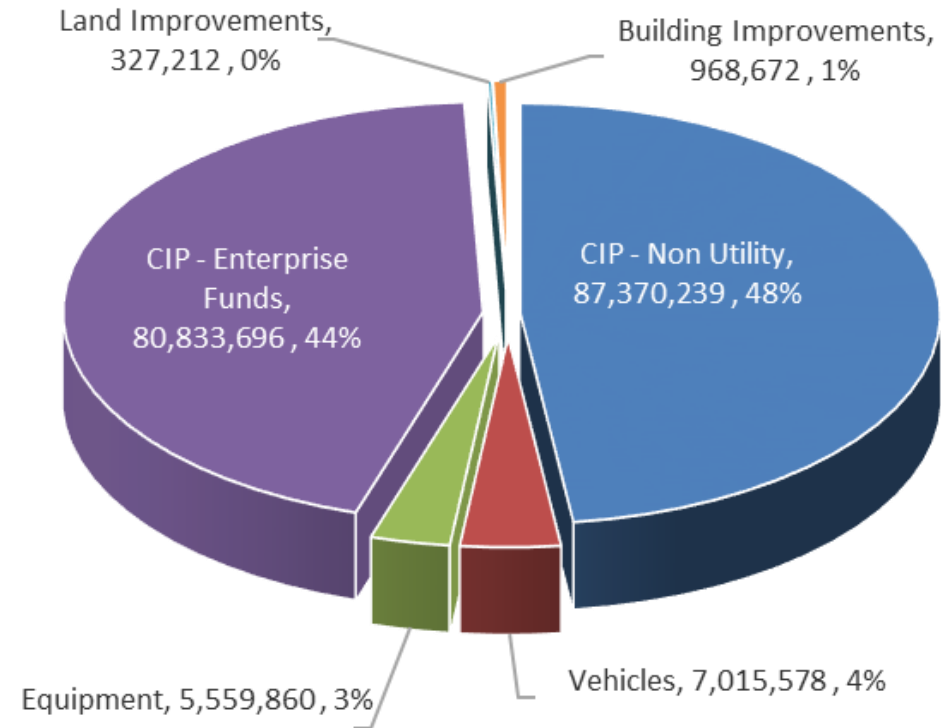


3% COLA effective PP beginning June 27th (July 16th paycheck) and a 3% Merit determined at anniversary date

FY 2021-22 Capital Outlay – All Funds

Capital Outlay by Fund	
General Fund	\$24,761,769
HURF	2,260,500
Grants	14,000
Other Special Revenue Funds	250,000
Capital Projects	71,292,239
Water	53,834,501
Wastewater	20,981,047
Other Enterprise Funds	8,681,201
	<u>\$182,075,257</u>

Funding Sources - Capital Outlay	
Fund Balance/TPT - General Fund	\$83,610,168
Water/Wastewater reserves	33,138,898
WIFA Loan	29,645,650
Impact Fees	11,639,485
Developer Contributions	13,793,509
Fund Balance/Revenues - Other Funds	5,577,987
Grants	4,669,560
	<u>\$182,075,257</u>



63 CIP Projects totaling \$150,975,935

AZCARES and ARPA Funding and Uses

COVID Related Funding

\$19,216,365

Potential Uses:

Social Services Programs

(\$188,022)

Victims Advocate Program

(\$200,000)

Small Business Assistance Program

(\$250,000)

I-10 Widening

(\$500,000)

Sundance Recreation Center

(\$625,541)

Community Park - North Area

(\$1,000,000)

Senior Center Kitchen Renovation

(\$1,165,069)

Economic Development Infrastructure Projects

(\$15,000,000)

\$287,733

Staff recommends approving Resolution 37-21 approving the Tentative Budget for the FY 2021-22 in the amount of \$392,657,440.



Comments or Questions???



CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 06/15/21	AGENDA ITEM: 7.D. RES 38-21 Approving SLID Tentative Budget FY21-22
DATE PREPARED: 06/15/21	DISTRICT NO.: All
STAFF LIAISON: Scott Lowe, PE CEM, Public Works Director, slowe@buckeyeaz.gov, (623) 349-6815	
DEPARTMENT: Public Works	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Resolution No. 38-21 approving the Tentative Budgets for the following Street Lighting Improvement Districts for the Fiscal Year 2021-2022, beginning July 1, 2021 and ending June 30, 2022; Street Lighting Improvement District SLID No. 1, comprised of Sun City Festival Parcels A1 and B1; 2006-SLID-001, comprised of Vista De Montana Phases 1A, 1B, 2, and 3; 2006-SLID-002, comprised of Sundance Parcels 48, 49A; 2006-SLID-003, comprised of Blue Horizons; 2006-SLID-07, comprised of Festival Foothills Phase 1 and Units 25, 27, 29 and 31; 2006-SLID-08, comprised of Festival Foothills Phase 2; 2006-SLID-009, comprised of Crystal Vista; 2006-SLID-011, comprised of Sun City 4128259.3 2 Festival Parcels C1 through H1, V1, S1 and Q1; 2006-SLID-15, comprised of Riata West Unit 2; 2006-SLID-016, comprised of Sonoran Vista Units 1 and 2; 2006-SLID-17, comprised of Riata West Unit 1; 2006-SLID-19, comprised of Sun City Festival Parcels K1, O1, M1, R1, A2, M2, U1, 4, 5 and 6, and A1, Phase 3; 2007-SLID-001, comprised of Sundance Parcel 27; 2007-SLID-002, comprised of Sundance Parcel 25; 2007-SLID-003, comprised of Sundance Parcel 26; 2007-SLID-010, comprised of Watson Estates; 2007-SLID-013, comprised of Sun City Festival Parcels I1 and P1; 2007-SLID-021, comprised of Sun City Festival Parcel J1; 2009-SLID-02A, comprised of Watson Marketplace; 2011-SLID-001, comprised of Sundance/Yuma Commercial; 2012-SLID-02, comprised of Sienna Hills; 2013-SLID-001, comprised of Arroyo Seco North, Village 1 and Arroyo Seco South, Village 3; 2013-SLID-002, comprised of Sun City Festival Parcels L1, L1-2, HH1-1, HH1-2, HH1-3, HH1-4, HH1-5, JJ and N-1; 2015-SLID-001, comprised of Estrella Vista at Buckeye; 2017-SLID-003, comprised of Parkplace at Buckeye and Terravista Phase 1, Encantada Estates; 2018-SLID-001, comprised of Canyon Views; 2019-SLID-002 comprised of Westpark Phase II; and 2020-SLID-001, comprised of Buckeye Parkway Center; setting a hearing date for the budgets and establishing the annual assessment.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

ADDITIONAL RELEVANT GOALS:

GOAL 4: Adequate, Well-Maintained and Well-Planned Public Infrastructure

SUMMARY

PROJECT DESCRIPTION:

Street Lighting Improvement Districts [SLIDs] are established with the approval of the City Council. The Council serves as the Governing Board of the SLID and the City administers the operations of the SLID which are for the purpose of operating and maintaining street lighting located within the SLID.

By Arizona law, SLIDs cannot incur debt. The assessment is imposed on each property within the District and is collected through the Maricopa County property tax system. The projected amount for revenues and expenditures is \$361,672.69

BENEFITS:

The establishment and operation of SLIDs contributes to community safety by ensuring that streets are well lighted and that power supplied by the electric utility is paid for by the residents that benefits from the streetlighting.

FUTURE ACTION:

Council action to adopt final budget scheduled for July 6, 2021. Council action to establish annual assessment scheduled for July 20, 2021.

FINANCIAL IMPACT STATEMENT:

Revenues will come from property tax proceeds semi-annually.

BUDGETED:

Yes

FISCAL YEAR:

2021/2022

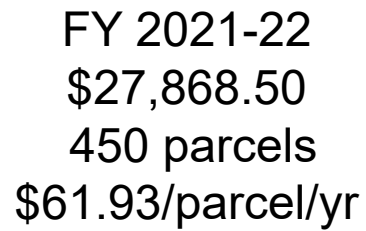
Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

[REVISED SLID Location Maps 2021_22.pdf](#)

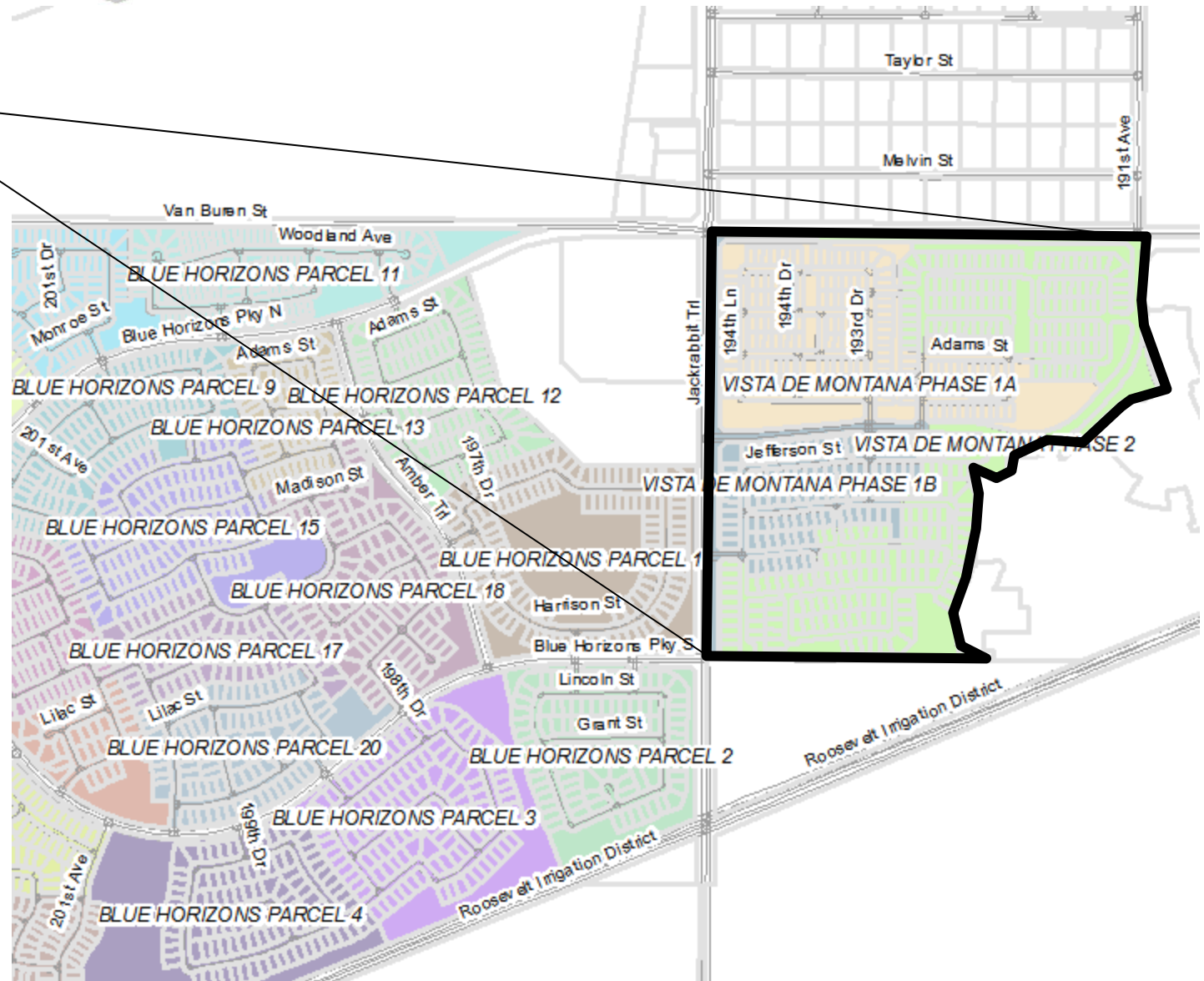
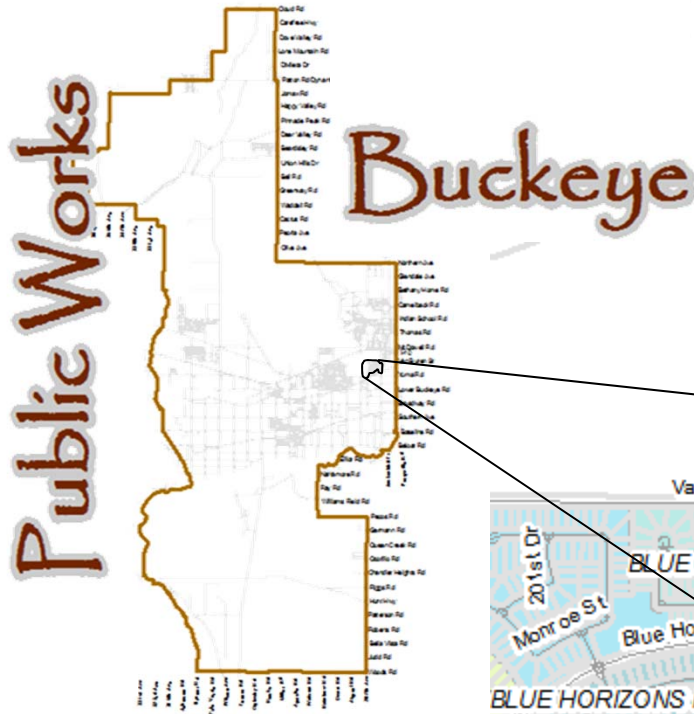
[RES 38-21 - SLIDs Adopt Tentative Budget FY2021-22 06.02.2021.pdf](#)

Sun City Festival Parcel A1 B1 District 4



2006-SLID-001

Vista De Montana Phase 1A, 1B, 2 & 3 District 6

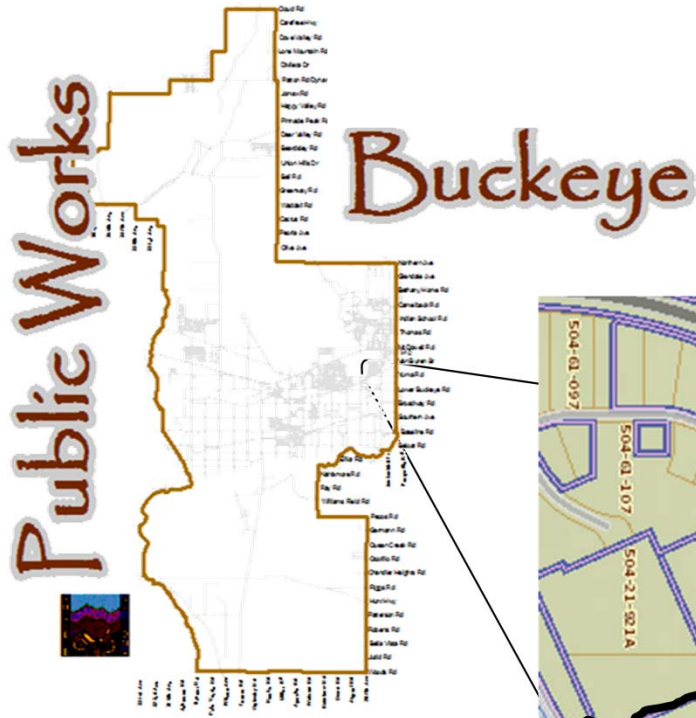


FY 2021-22
\$35,653.88
1091 parcels
\$32.68/parcel/yr

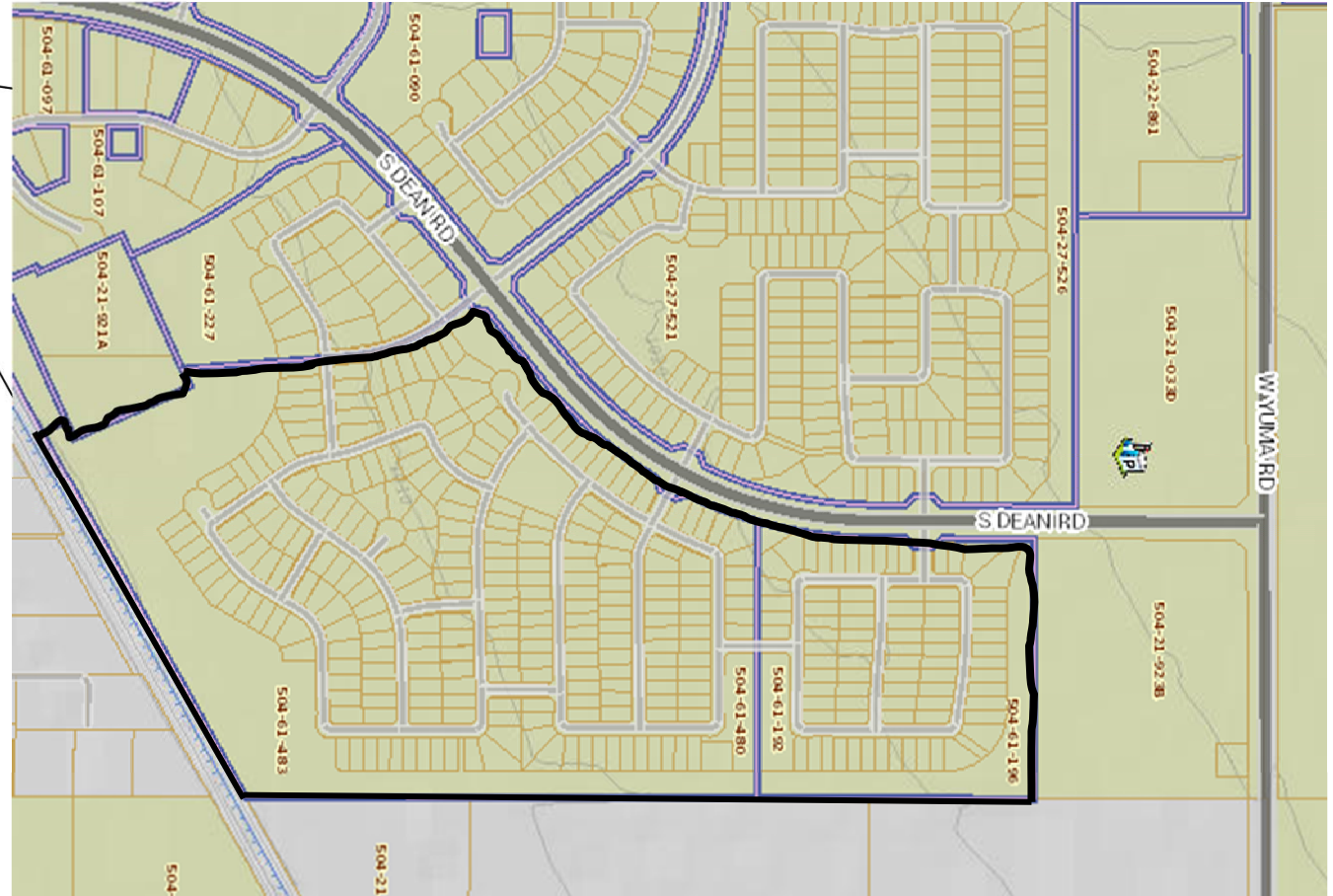


2006- SLID-002

Sundance Parcels 48 & 49A

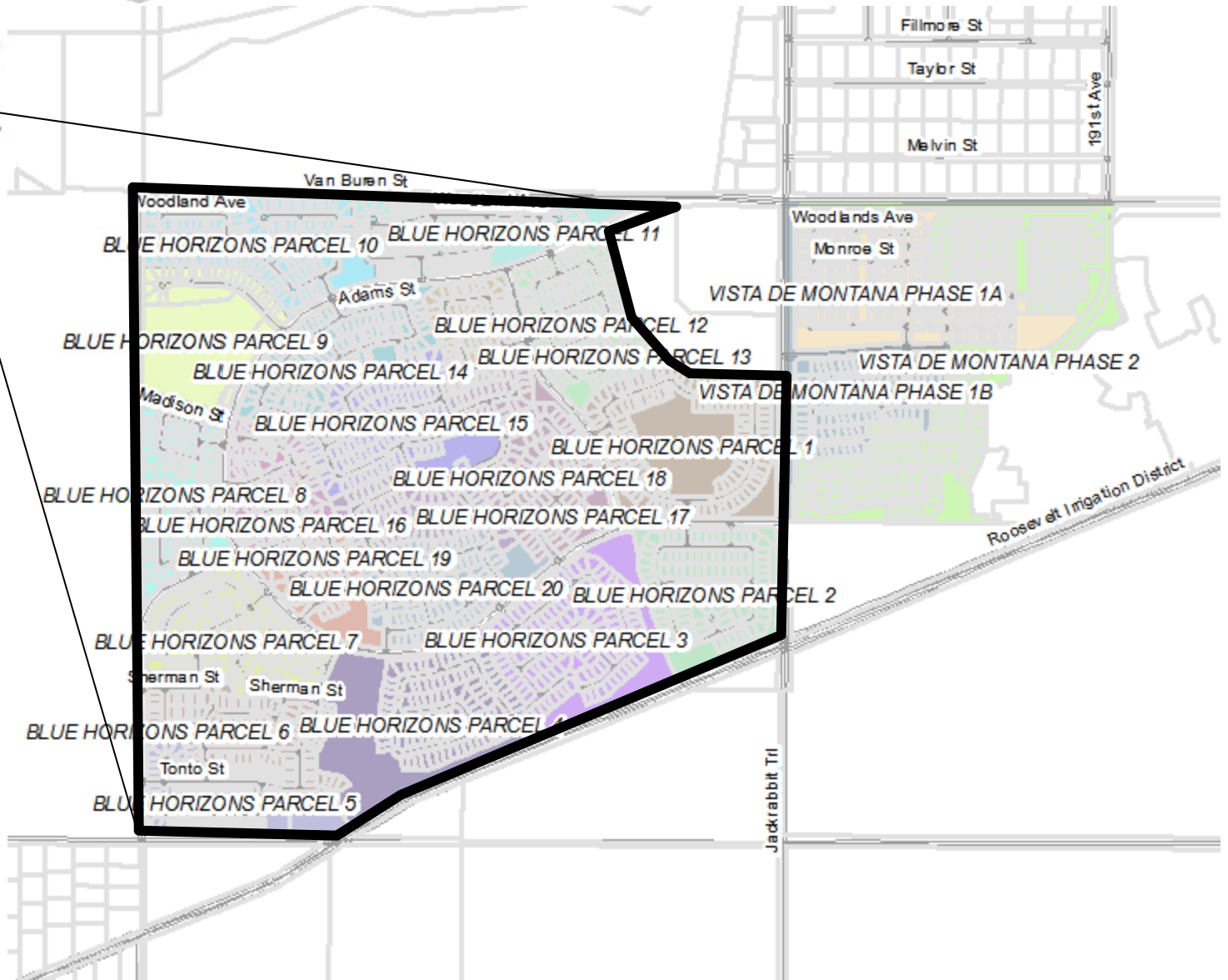
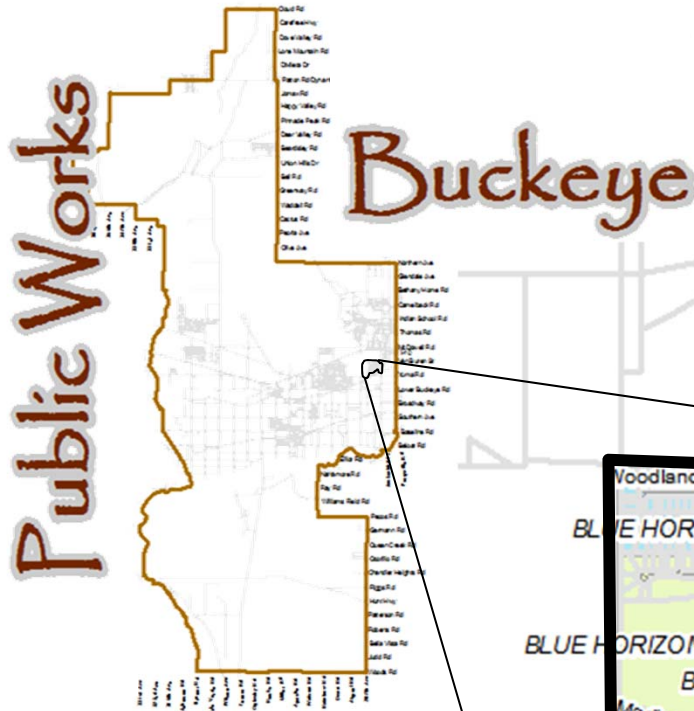


FY 2021-22
\$1,732.50
330 parcels
\$5.25/parcel/yr



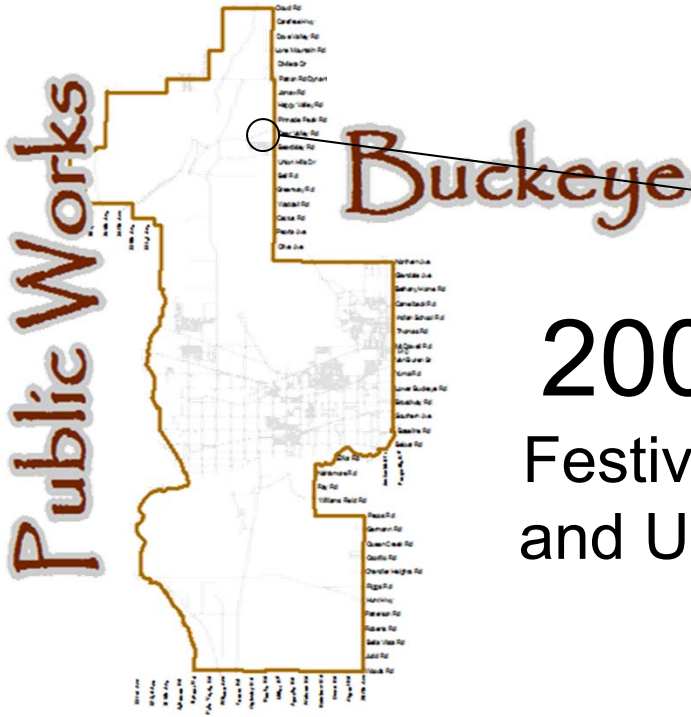
2006- SLID-003

Blue Horizons District 6



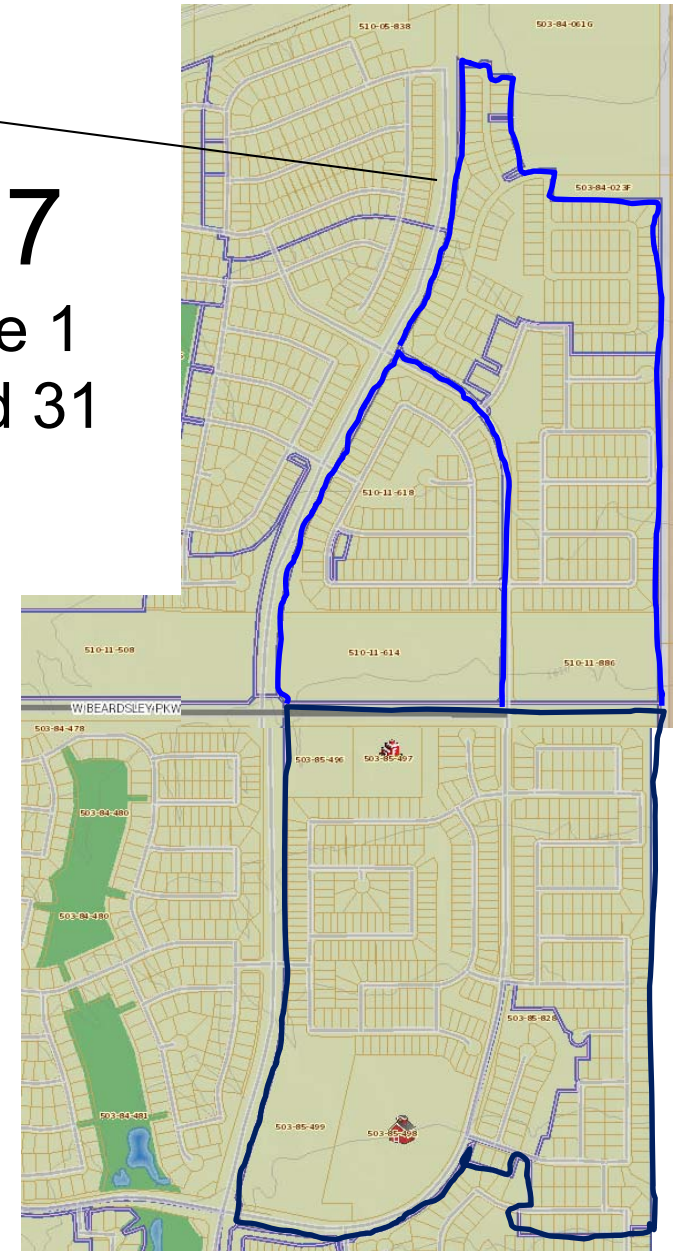
FY 2021-22
\$24,098.16
1896 parcels
\$12.71/parcel/yr





2006- SLID-07

Festival Foothills Phase 1 and Unit 25, 27, 29 and 31 District 4

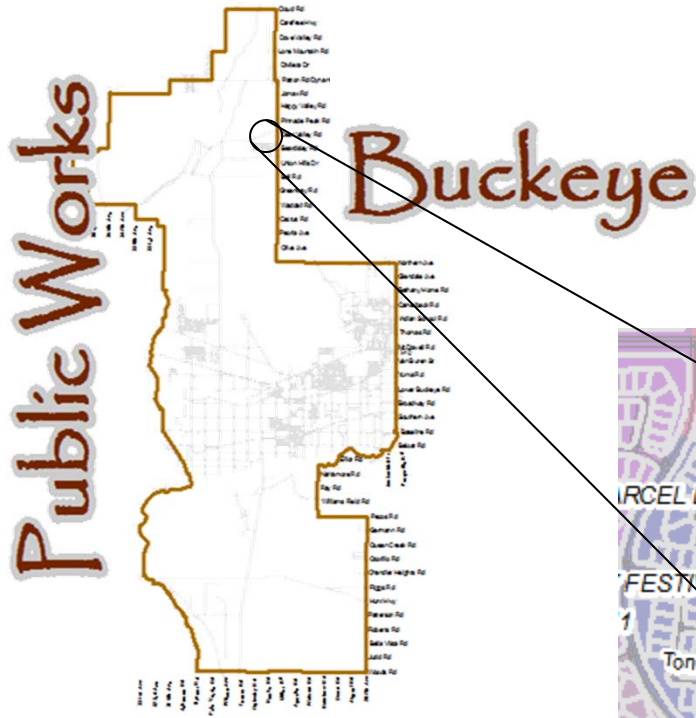


FY 2021-22
\$26,725.41
927 parcels
\$28.83/parcel/yr

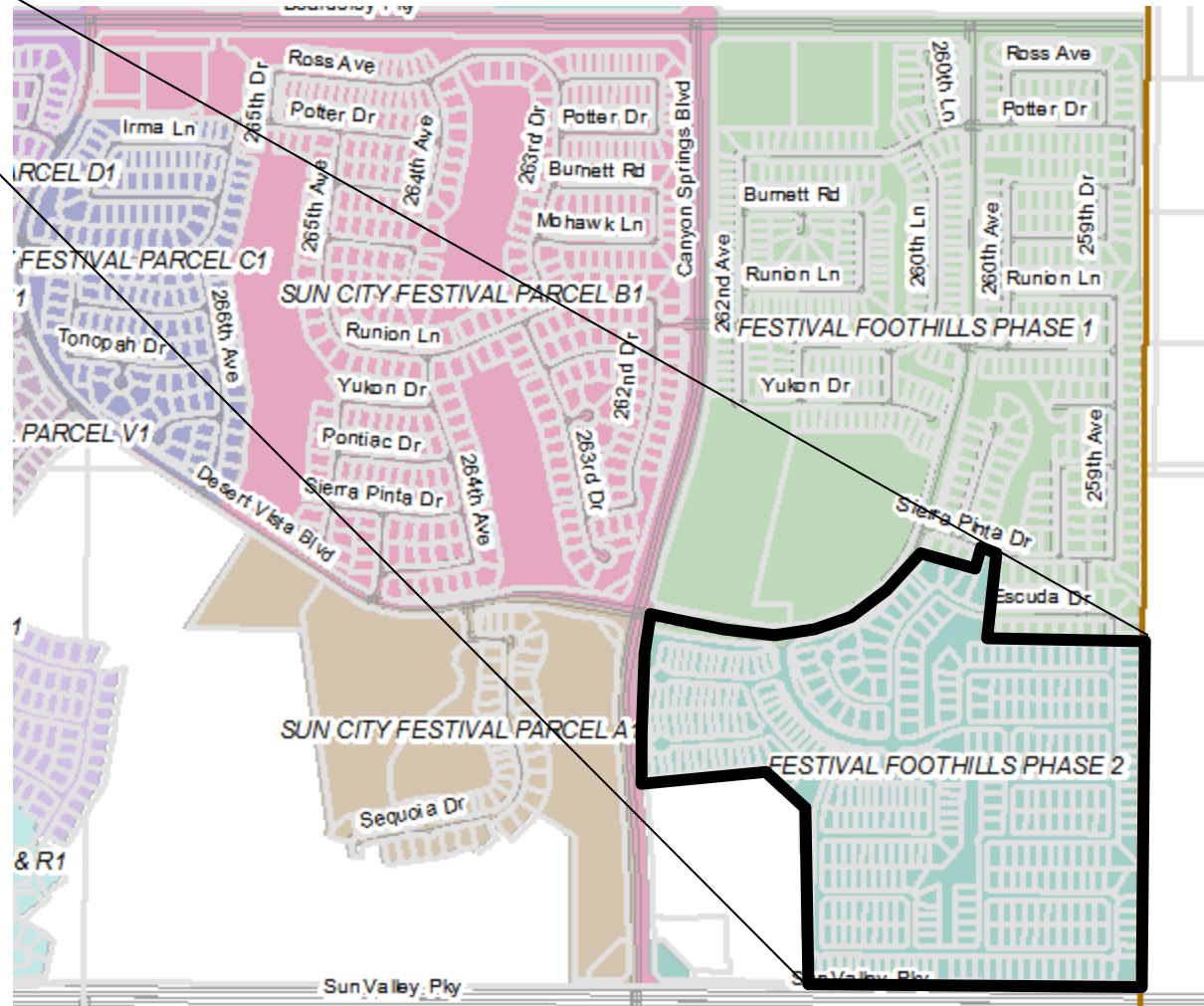


2006-SLID-08

Festival Foothills Phase 2 District 4

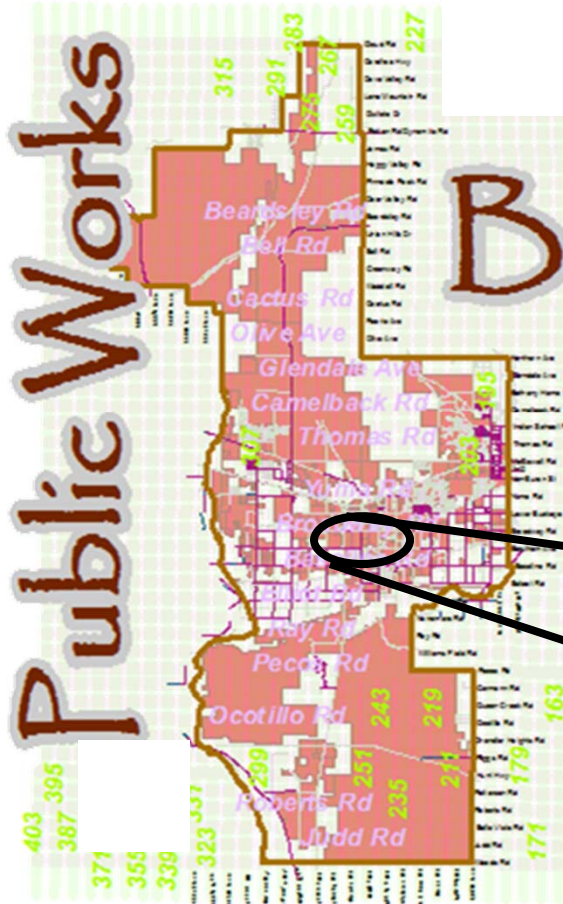


FY 2021-22
\$7,689.30
355 parcels
\$21.66/parcel/yr



2006-SLID-009

Crystal Vista District 3

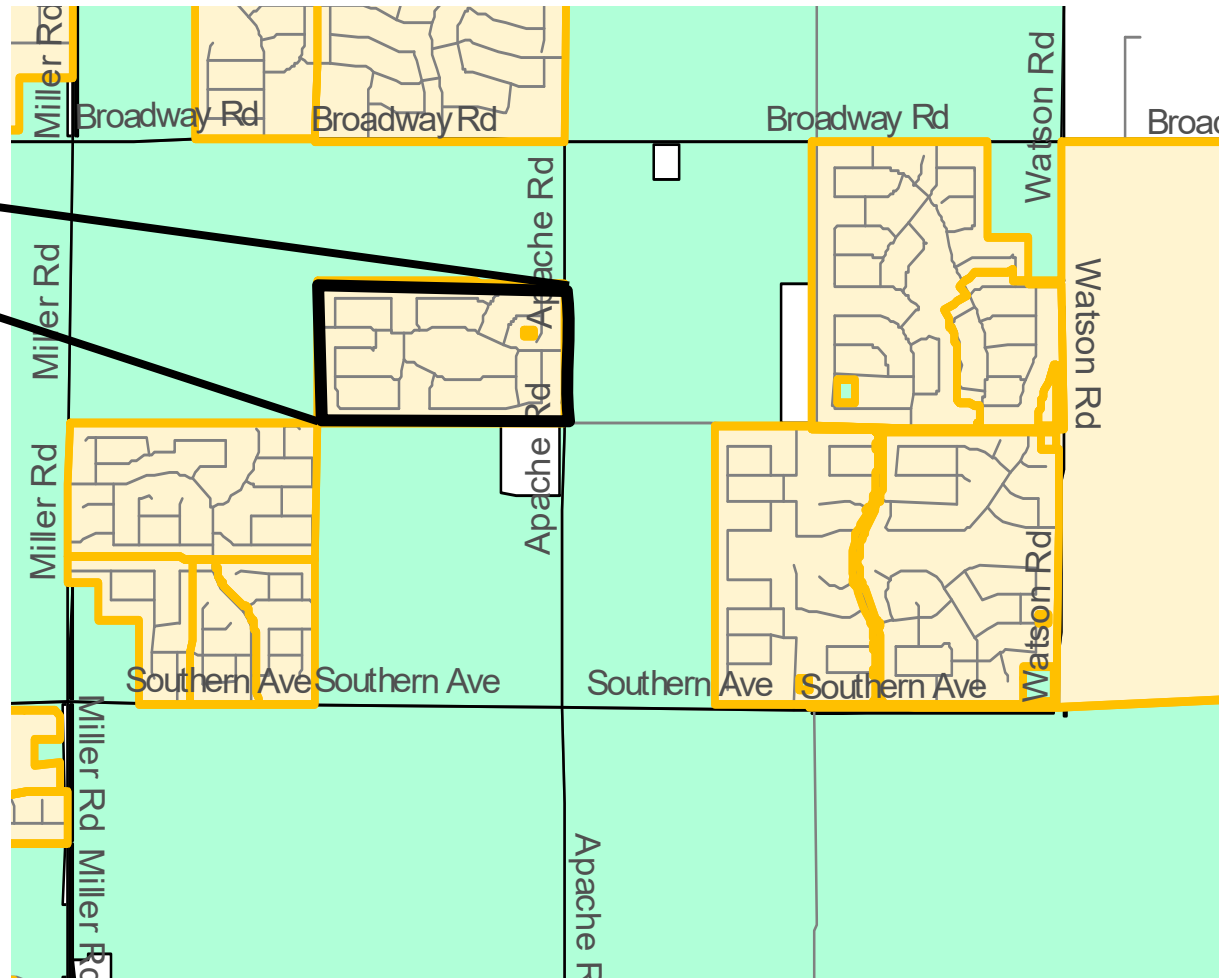


FY 2021-22

\$7,411.13

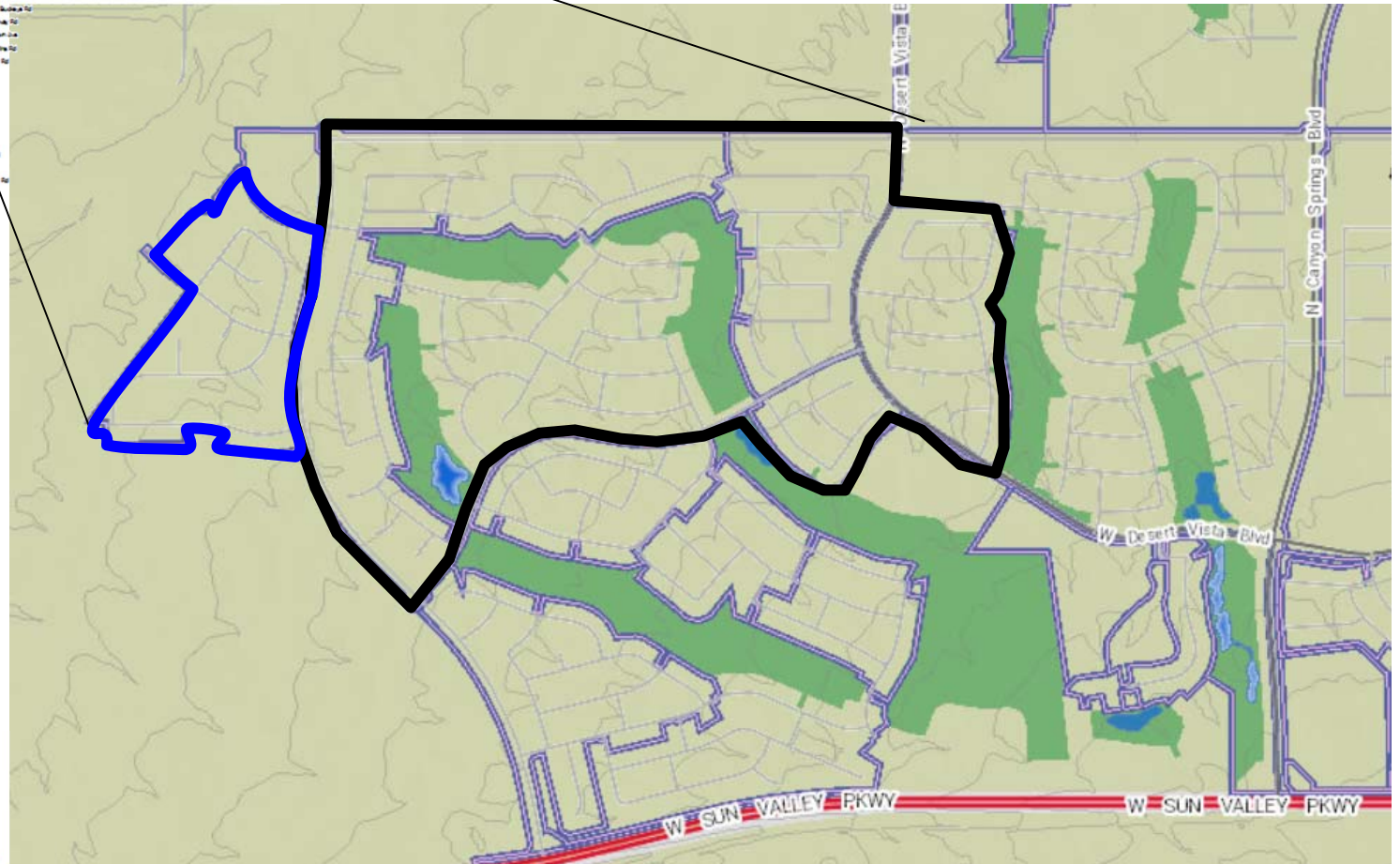
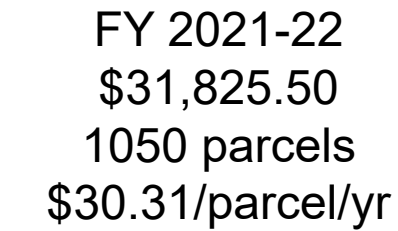
311 parcels

\$23.83/parcel/yr

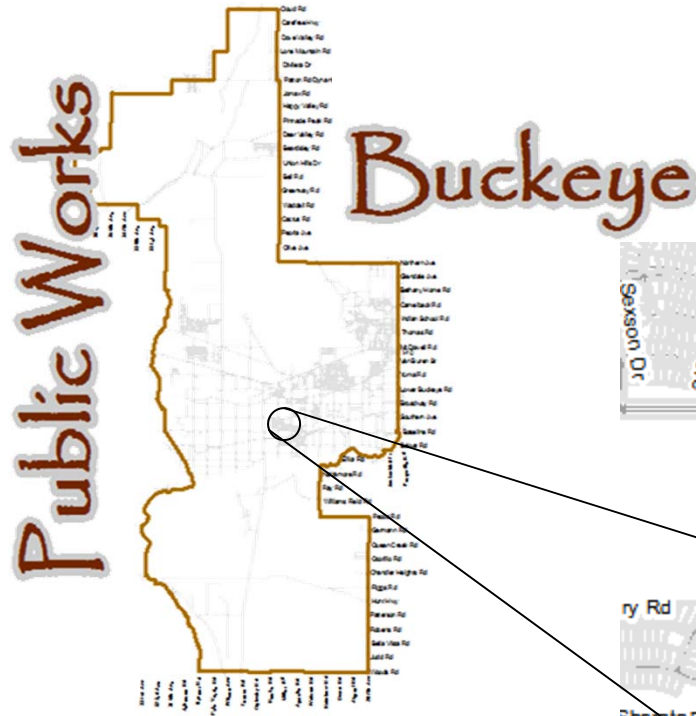


Sun City Festival Units, C1-H1, V1 & S1 & Q1 District 4

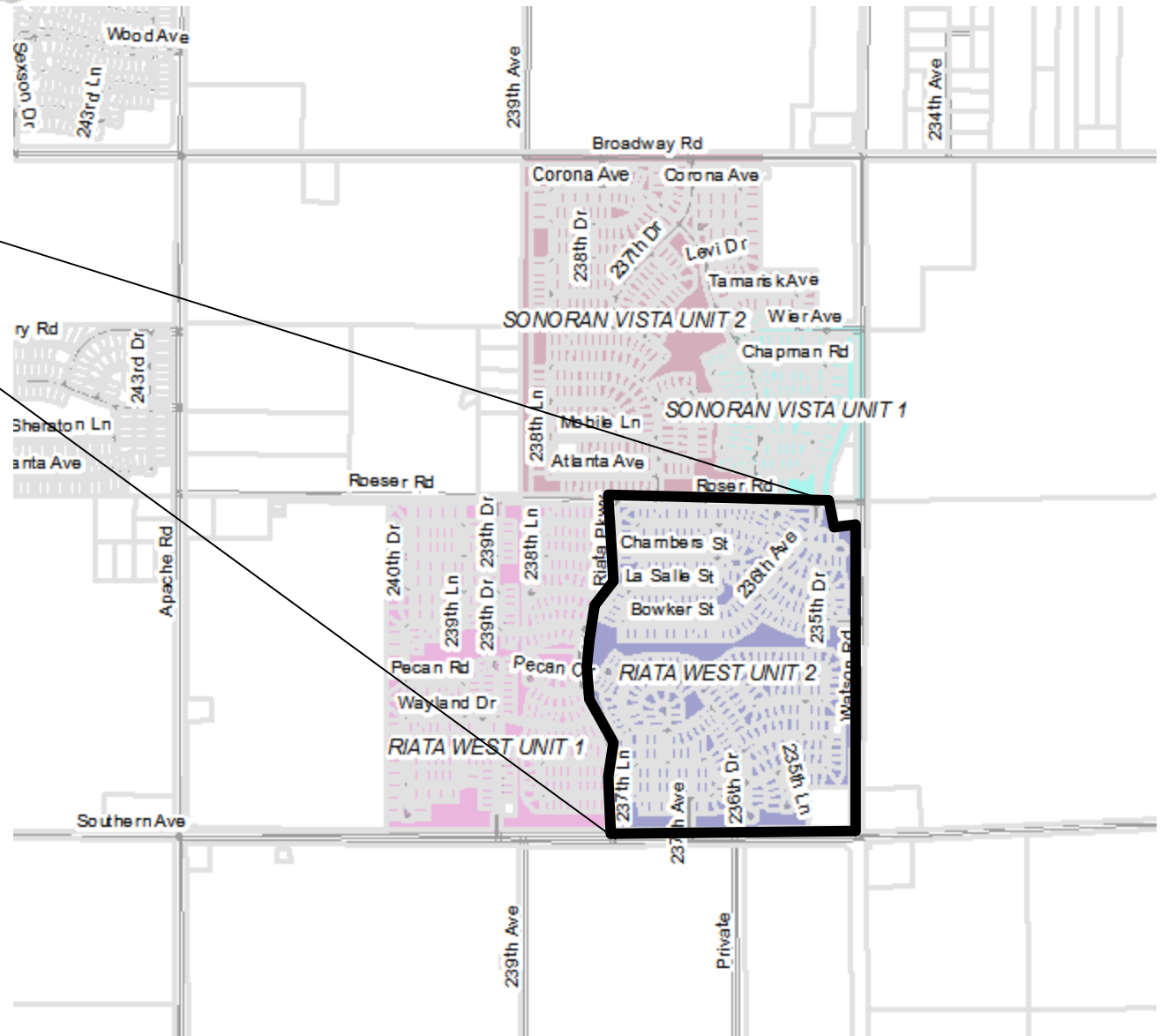
Sun City Festival Units, C1-H1, V1 & S1 & Q1 District 4



Riata West Unit 2 District 3

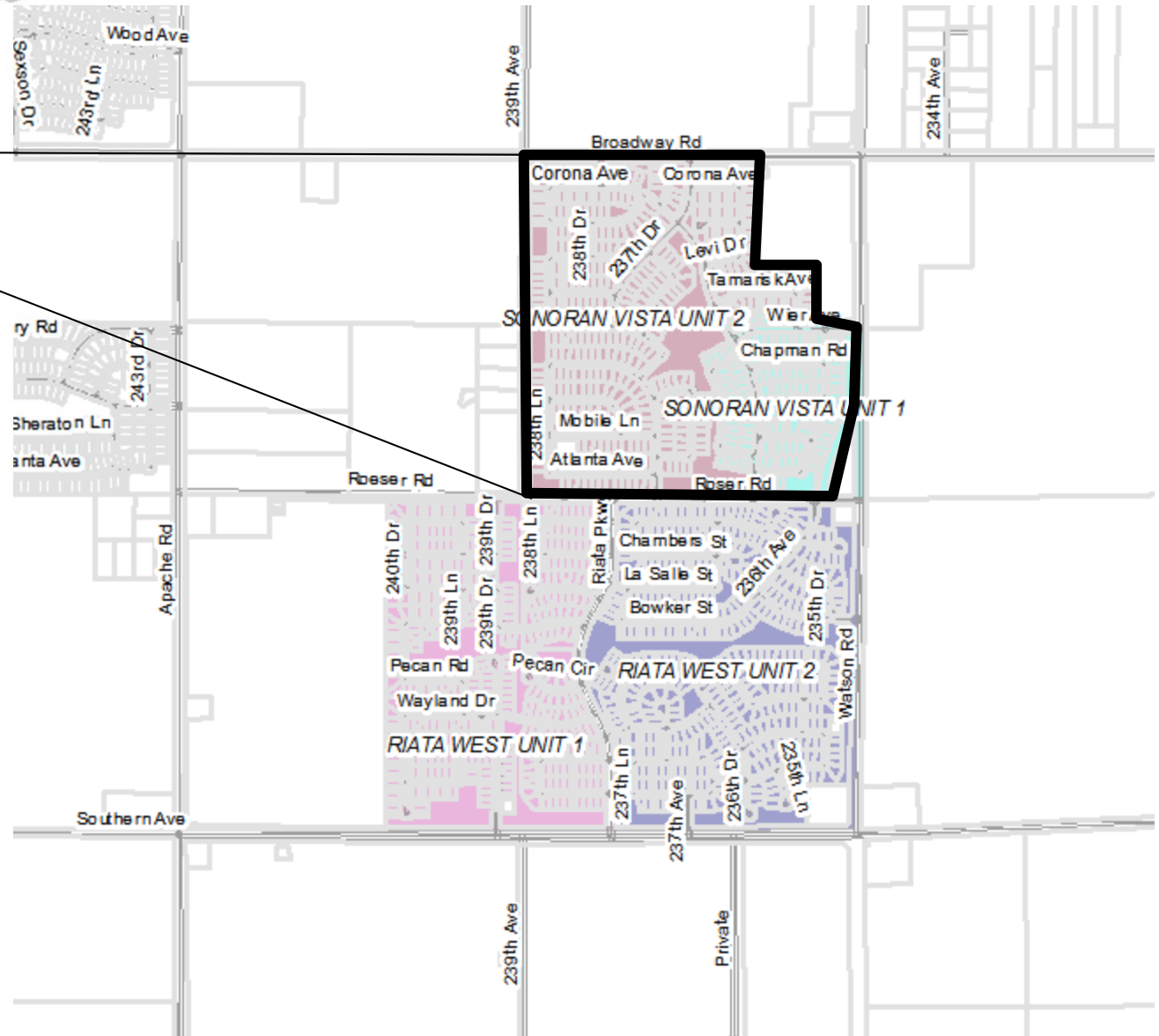
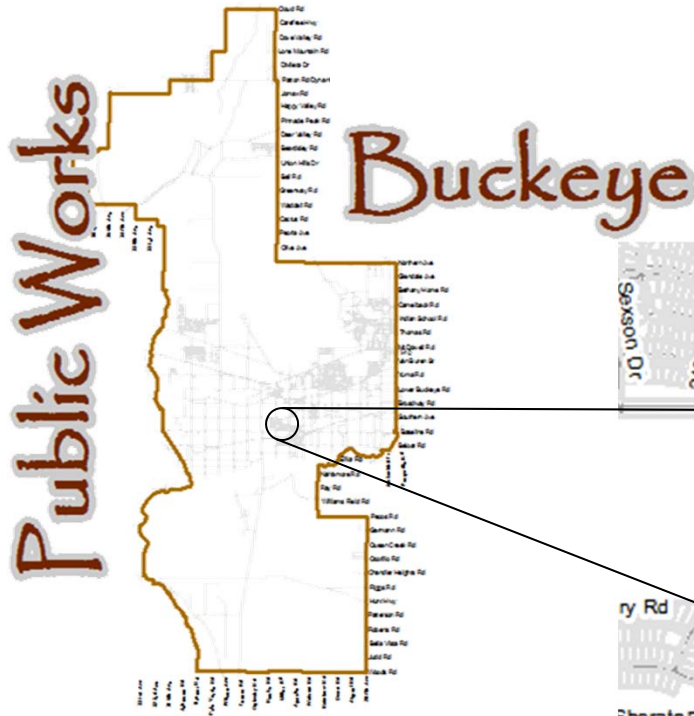


FY 2021-22
\$12,543.57
453 parcels
\$27.69/parcel/yr



2006-SLID-016

Sonoran Vista Units 1 & 2 District 3



FY 2021-22
\$14,246.61
537 parcels
\$26.53/parcel/yr



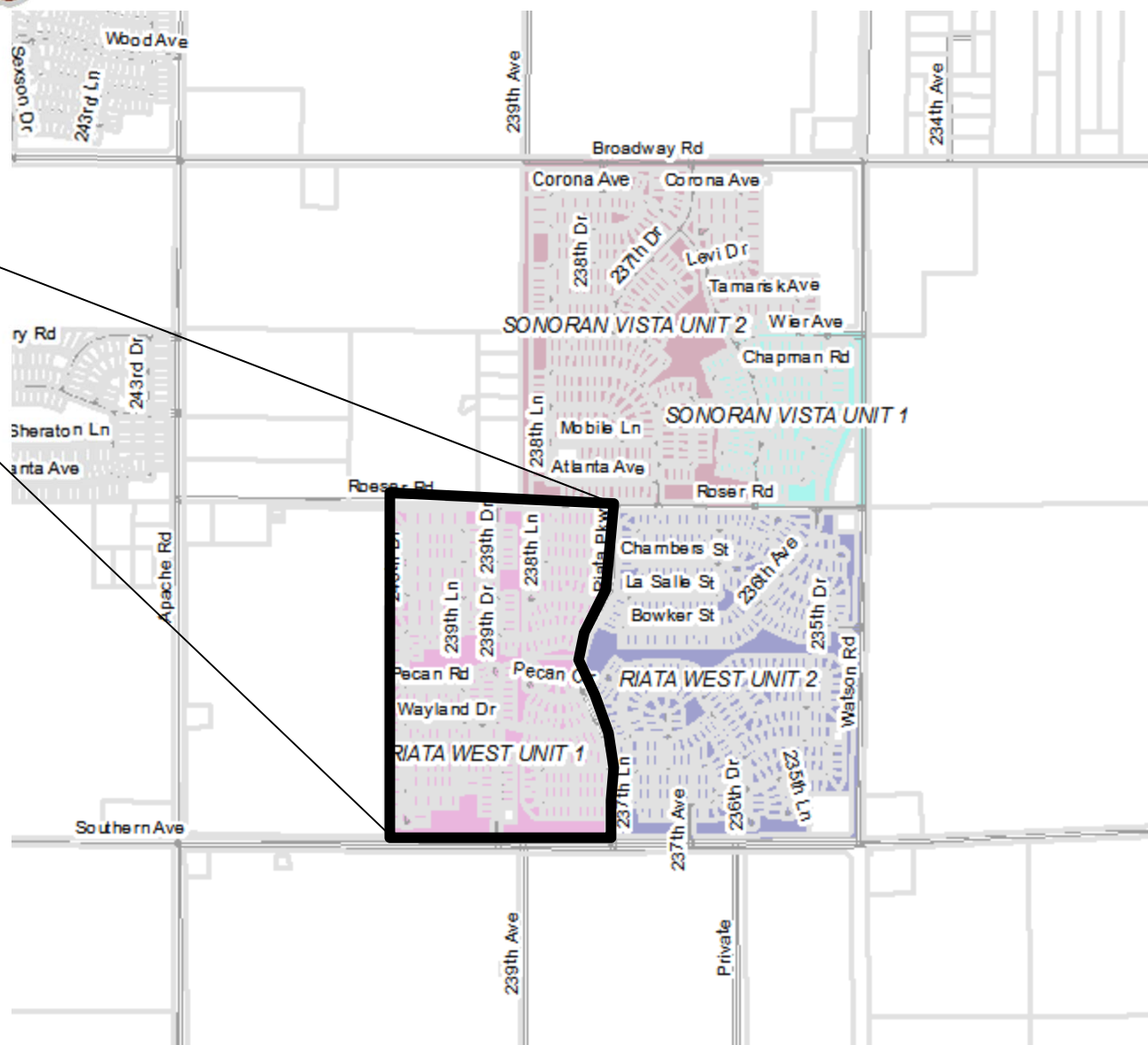
Riata West Unit 1

Districts 1 & 3

Public Works

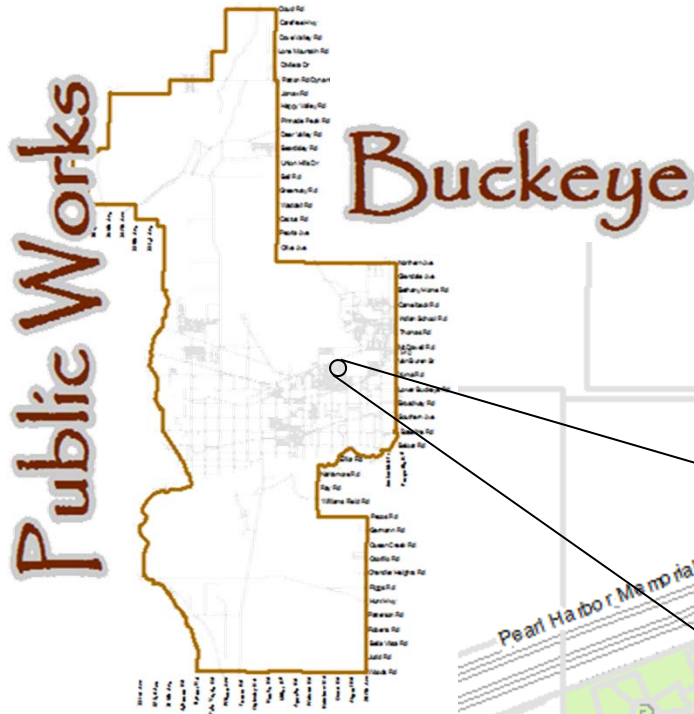
Buckeye

FY 2021-22
\$9,382.95
435 parcels
\$21.57/parcel/yr

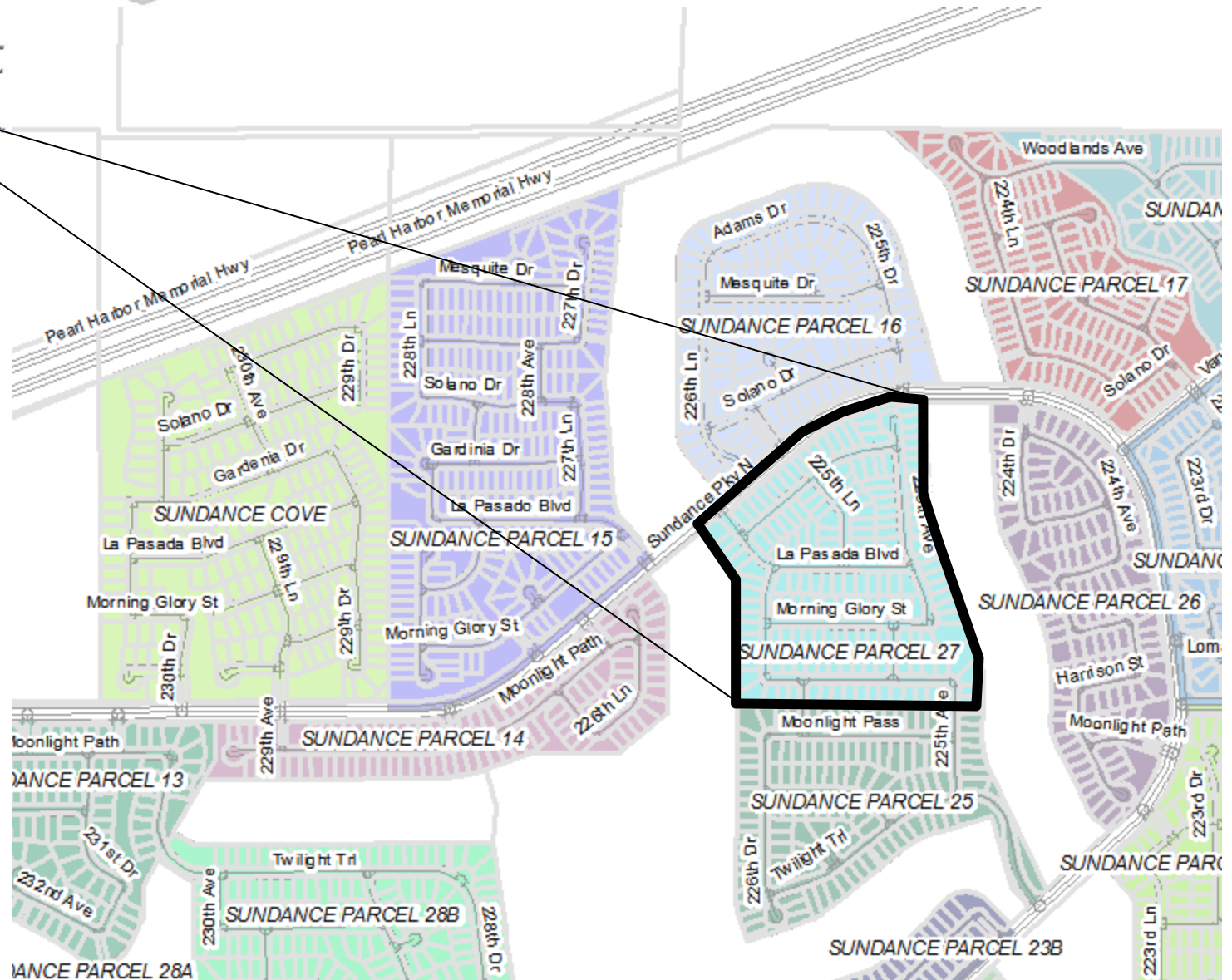


2007-SLID-001

Sundance Parcel 27 District 5

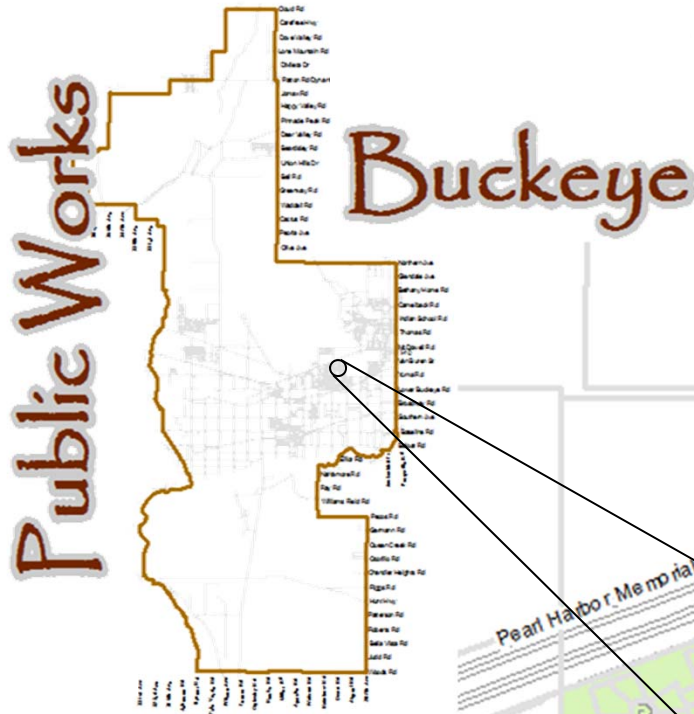


FY 2021-22
\$3,599.64
162 parcels
\$22.22/parcel/yr

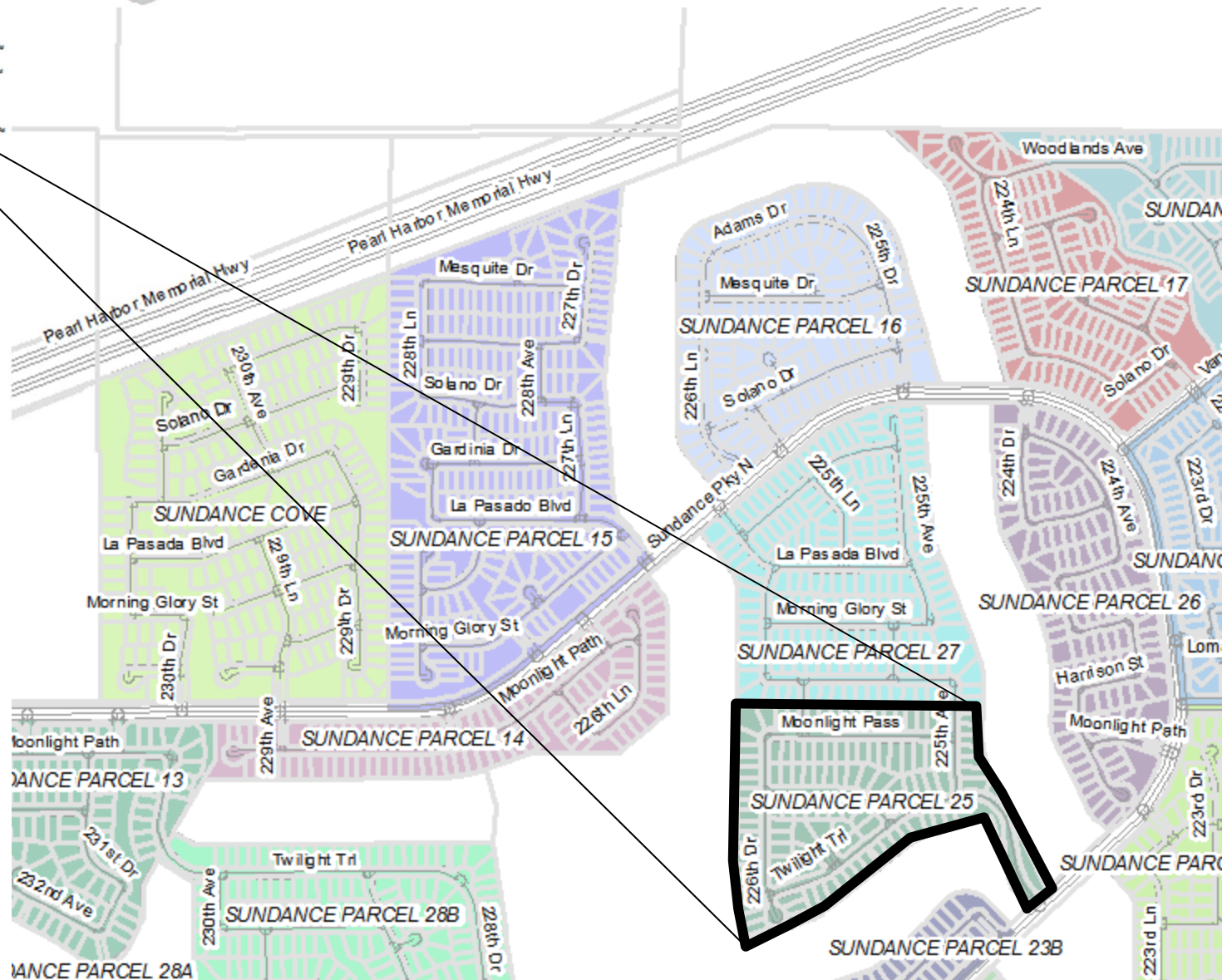


2007-SLID-002

Sundance Parcel 25 District 5

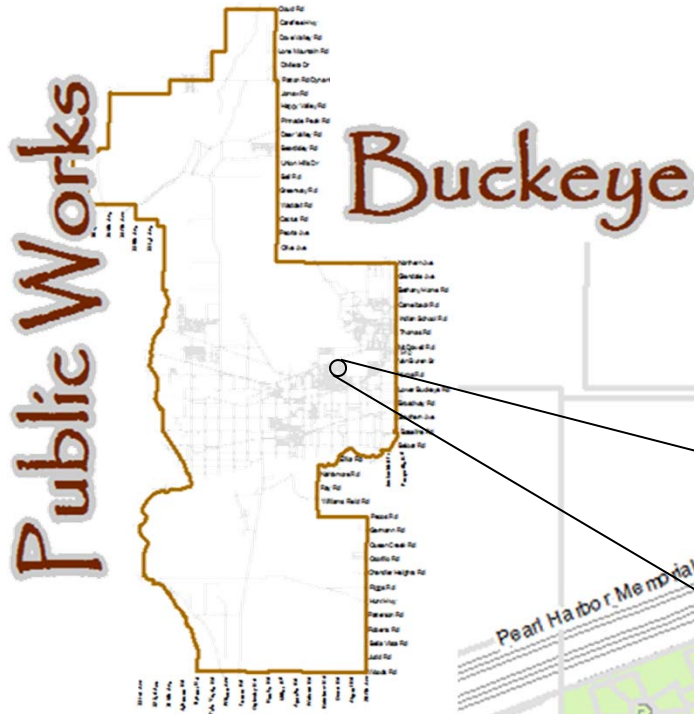


FY 2021-22
\$2,268.00
112 parcels
\$20.25/parcel/yr

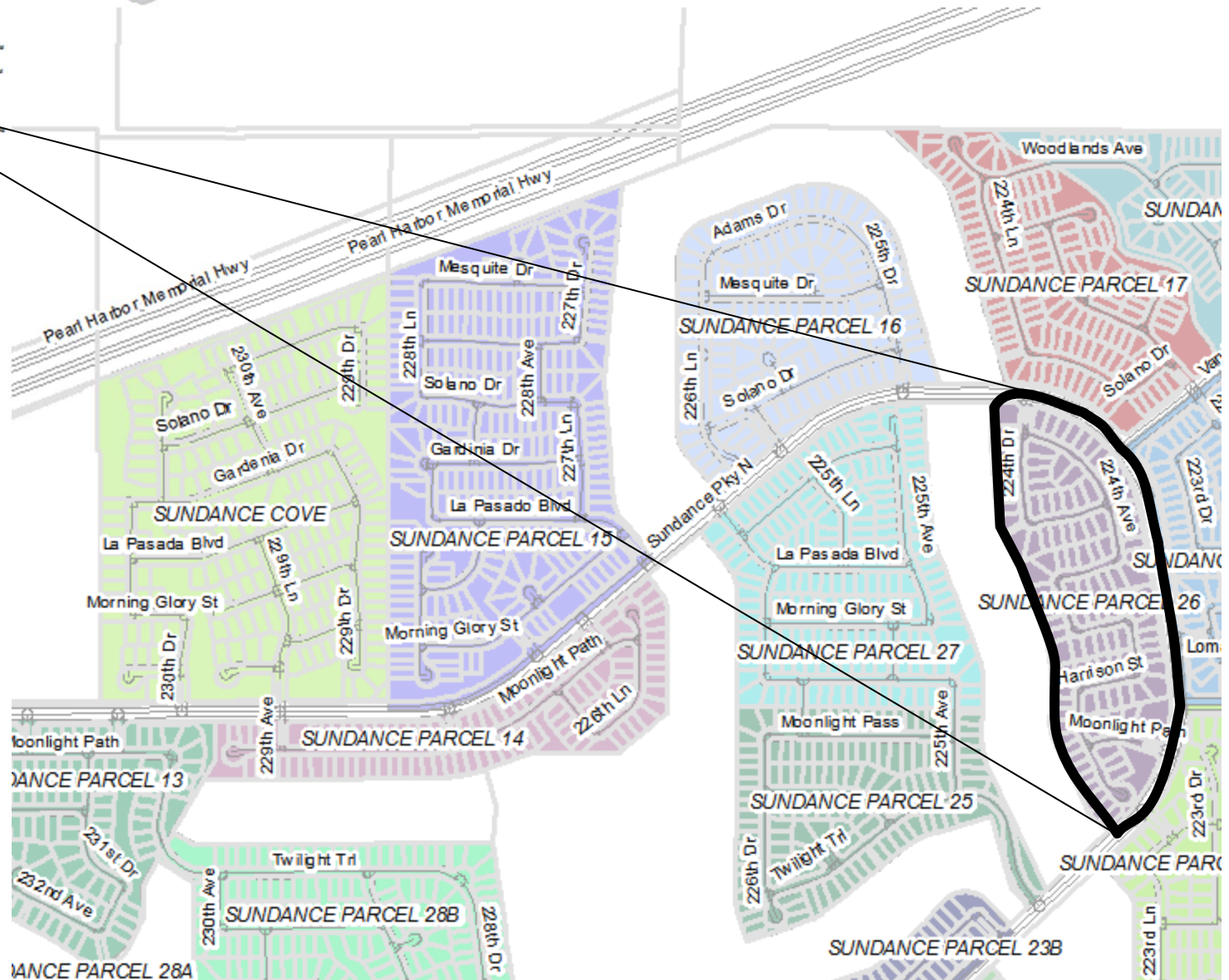


2007-SLID-003

Sundance Parcel 26 District 5

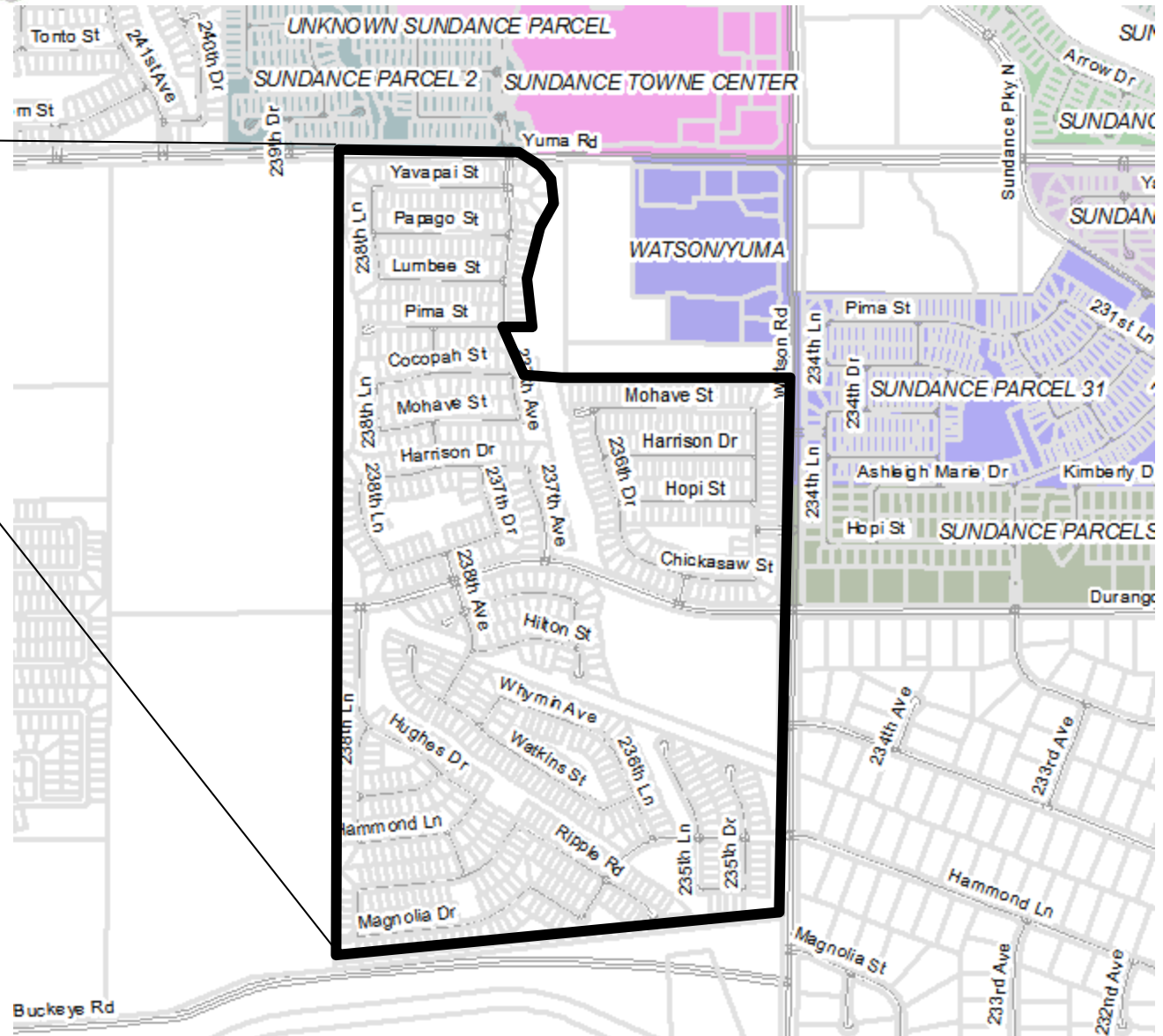
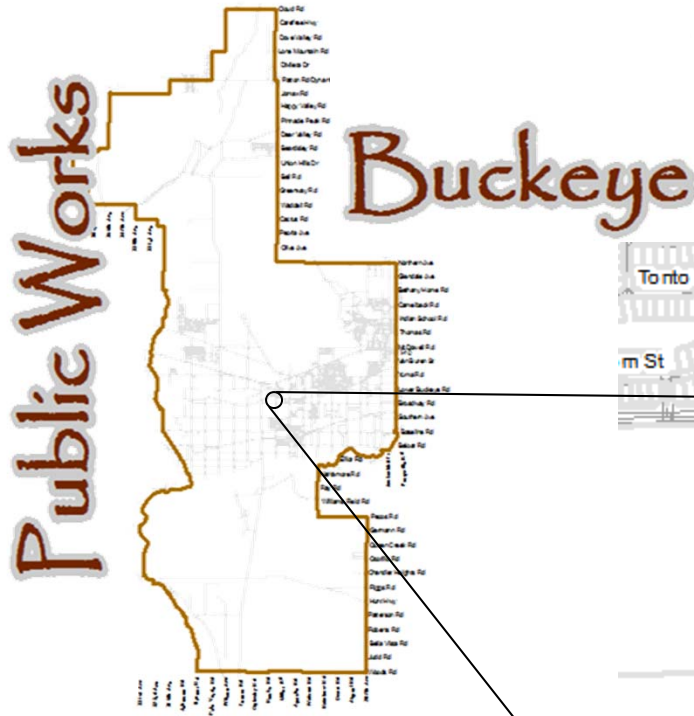


FY 2021-22
\$3,571.98
111 parcels
\$32.18/parcel/yr



2007-SLID-010

Watson Estates District 4

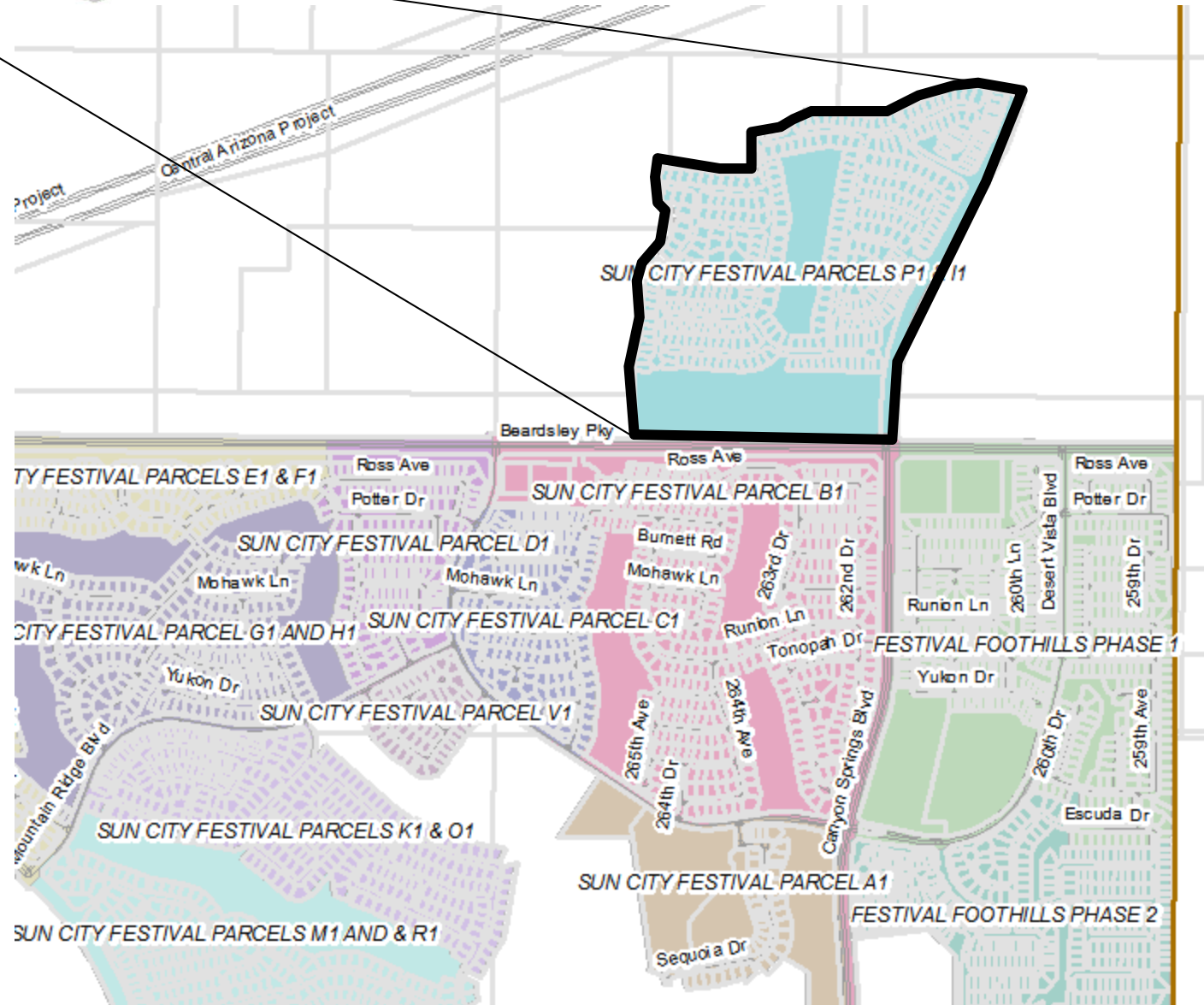
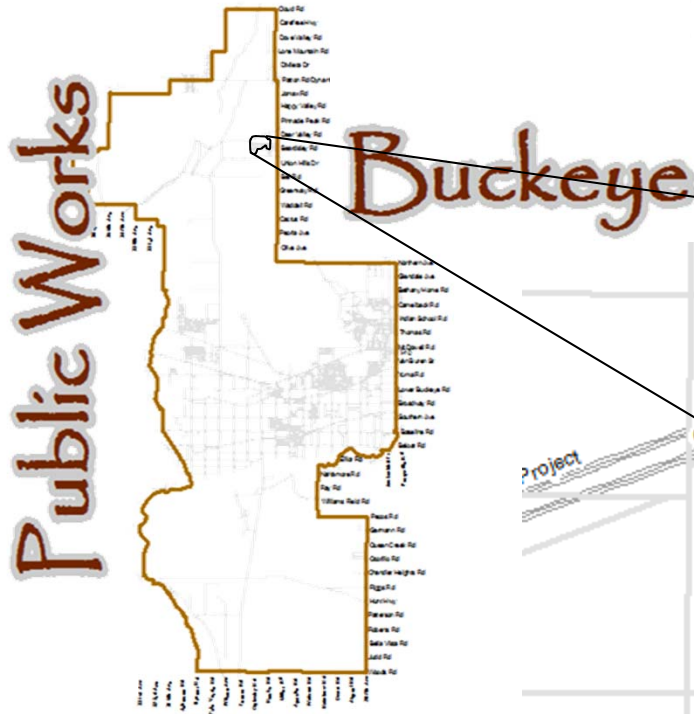


FY 2021-22
\$7,933.52
868 parcels
\$9.14/parcel/yr



2007-SLID-013

Sun City Festival Parcel I1 & P1 District 4



FY 2021-22

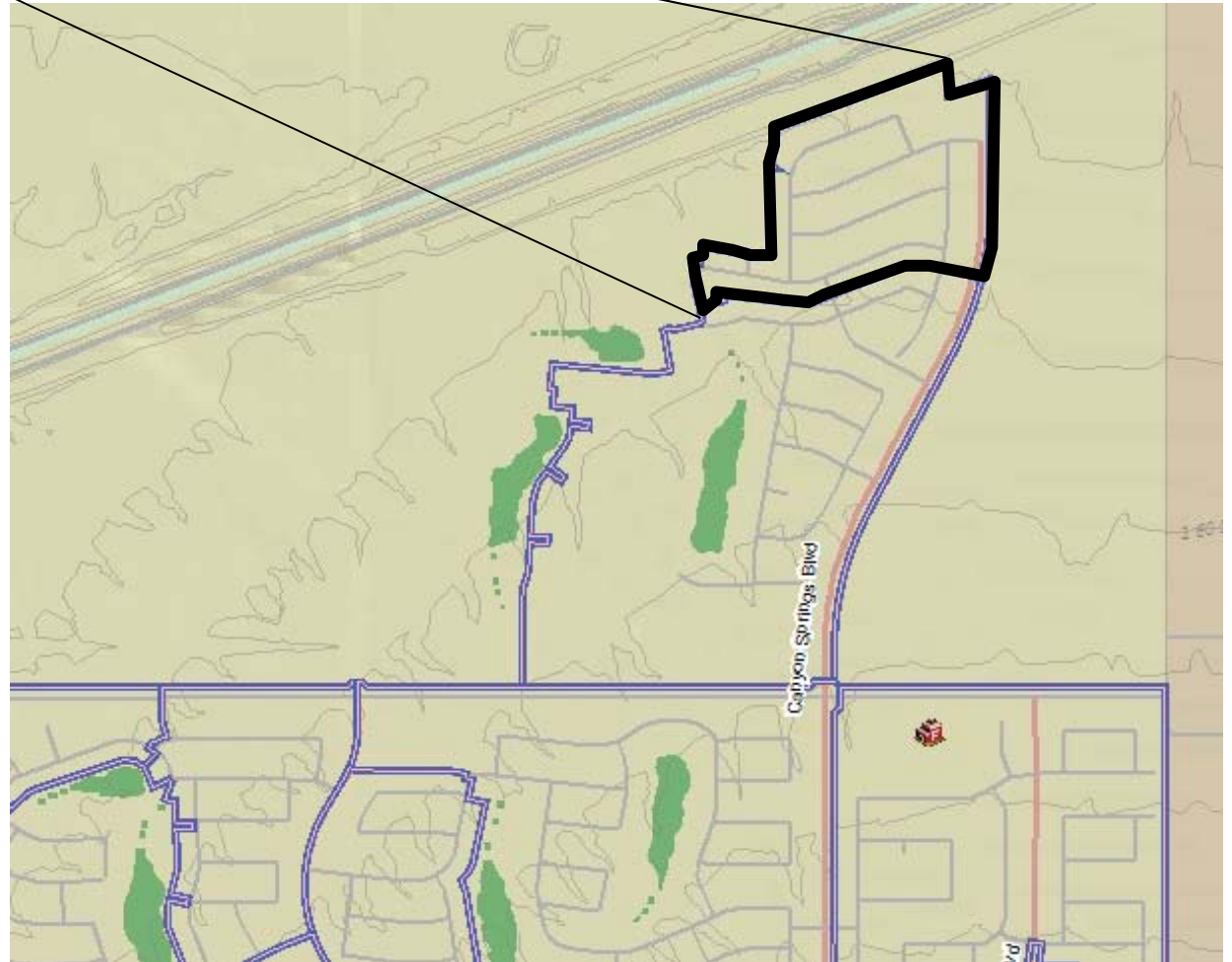
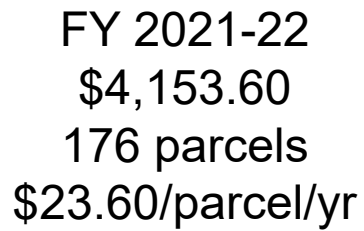
\$5,779.90

322 parcels

\$17.95/parcel/yr



District 4



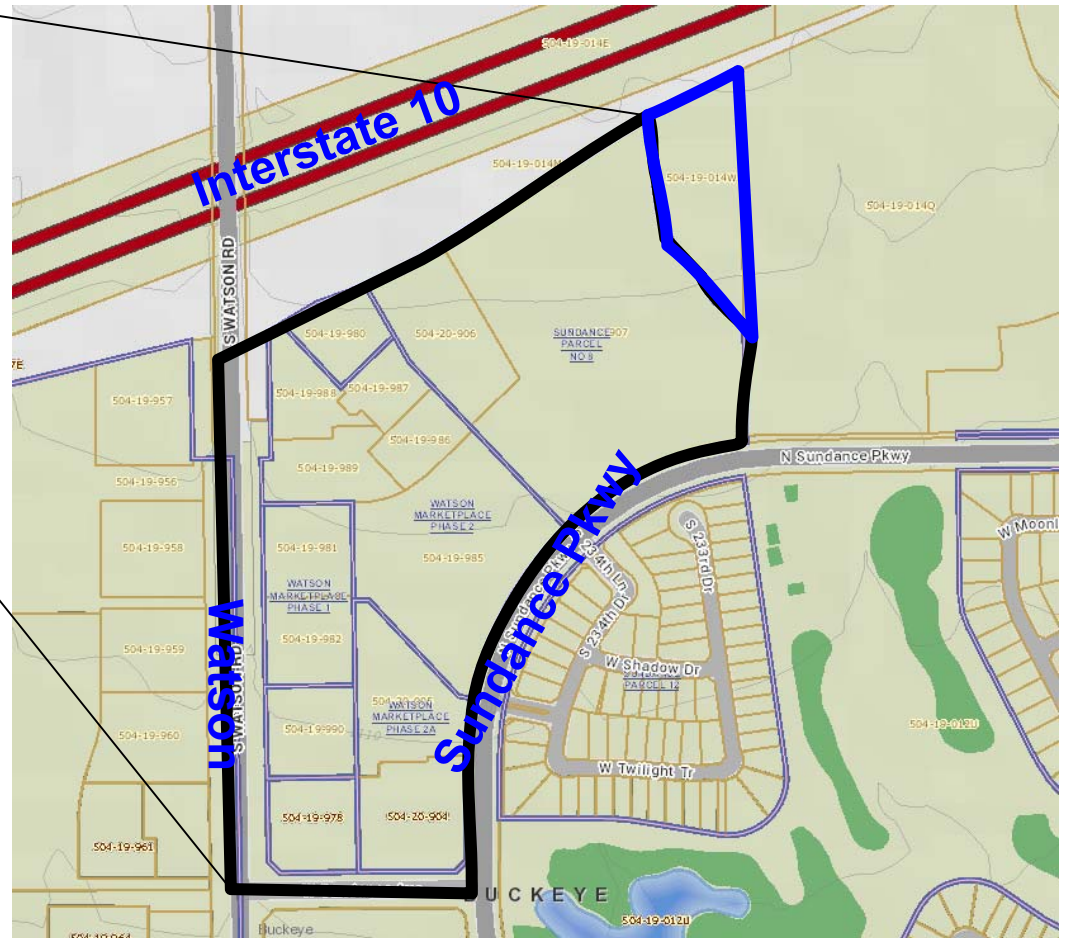
Watson Marketplace District 5

FY 2021-22

\$3,515.33

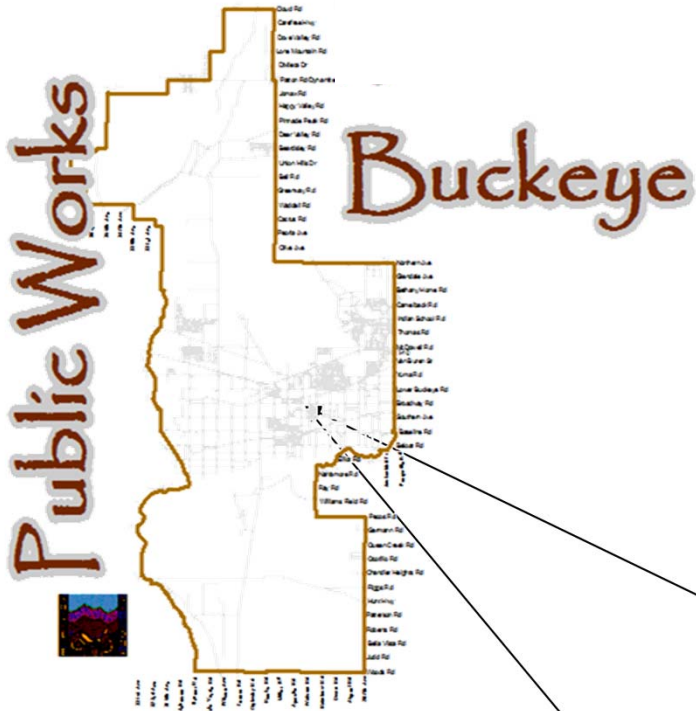
13 parcels

\$270.41/parcel/yr



2011-SLID-001

Sundance/Yuma Commercial District 5

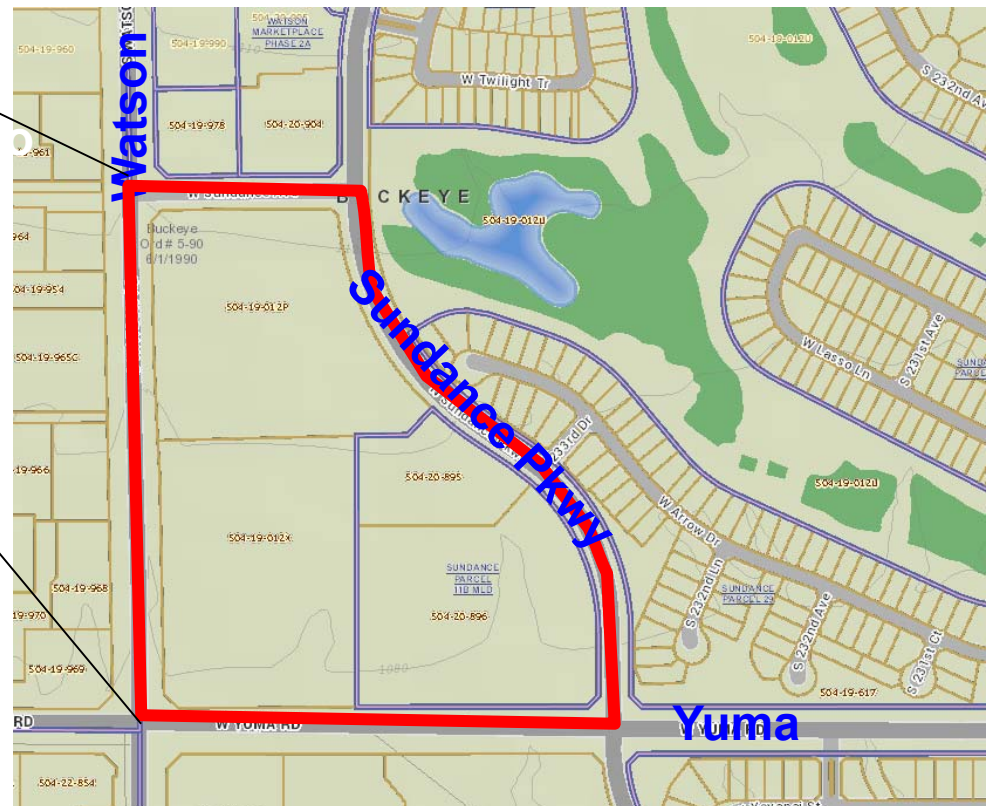


FY 2021-22

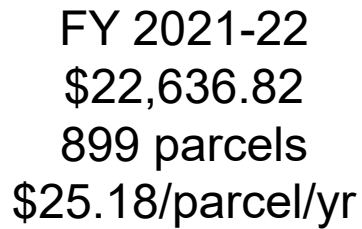
\$1,357.30

5 parcels

\$271.46/parcel/yr

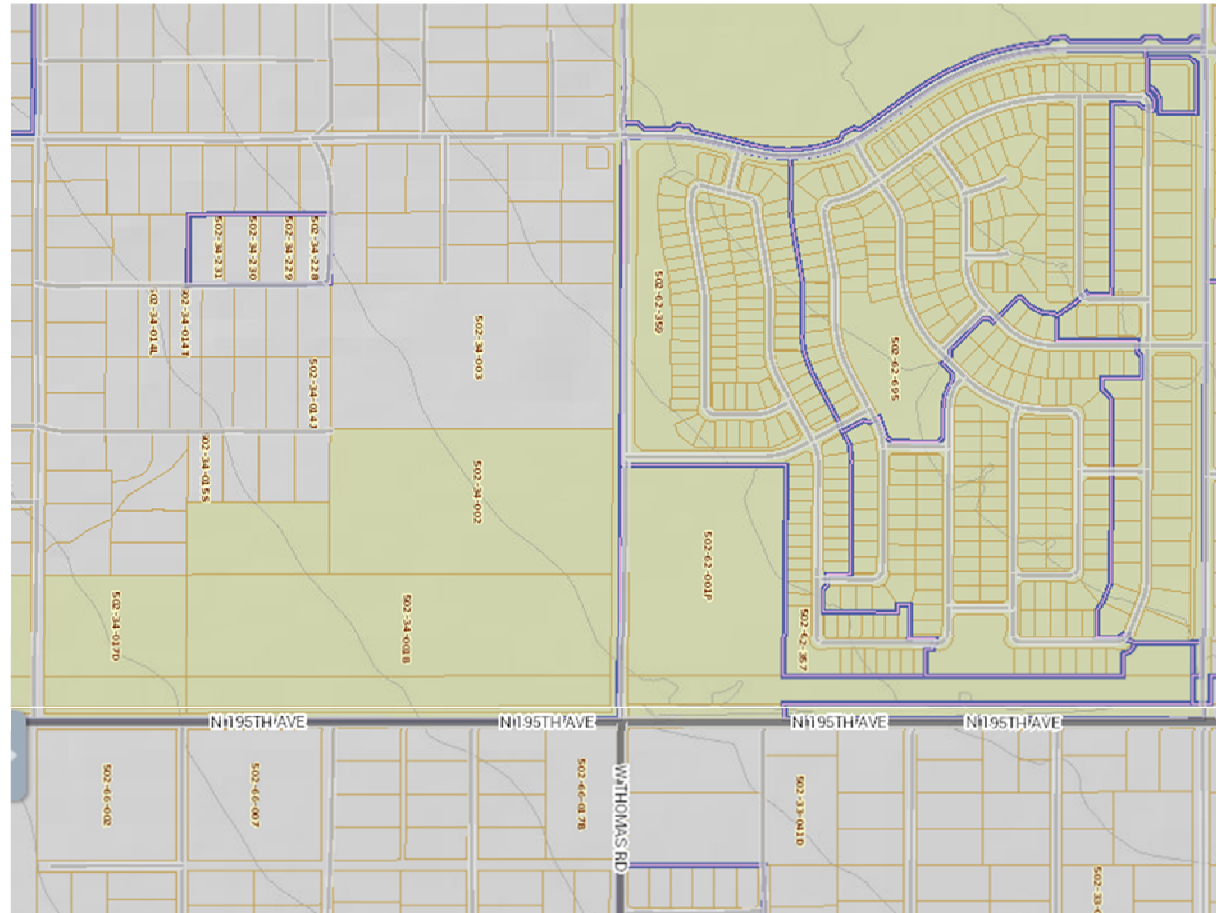


Sienna Hills District 6



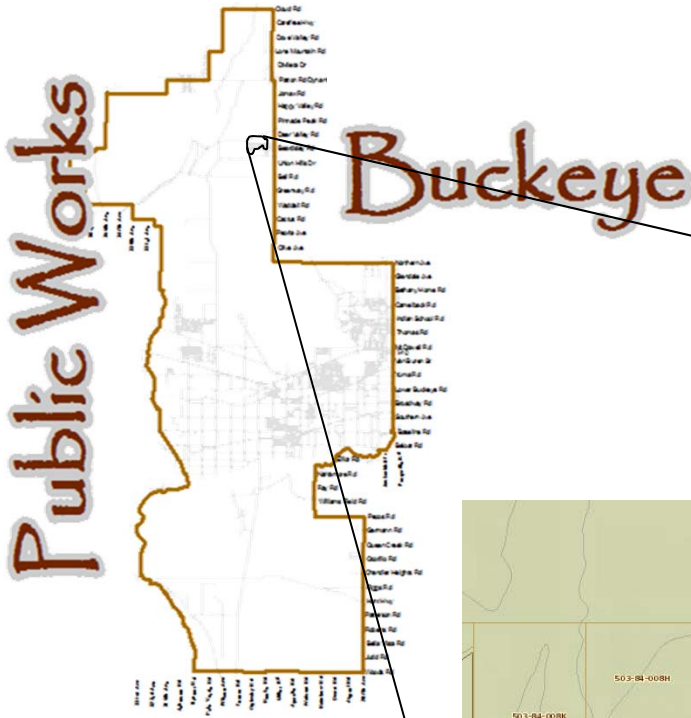
[illegible]

FY 2021-22
\$6,046.50
695 parcels
\$8.70/parcel/yr

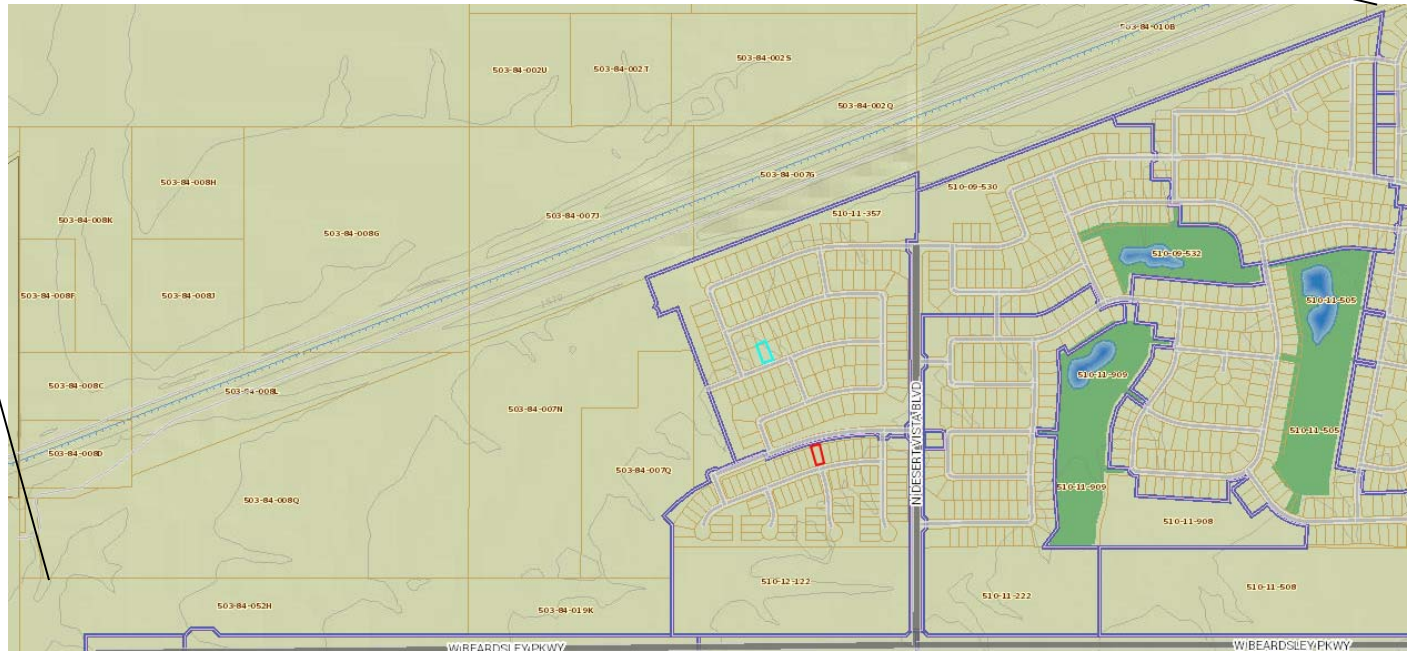


2013-SLID-002

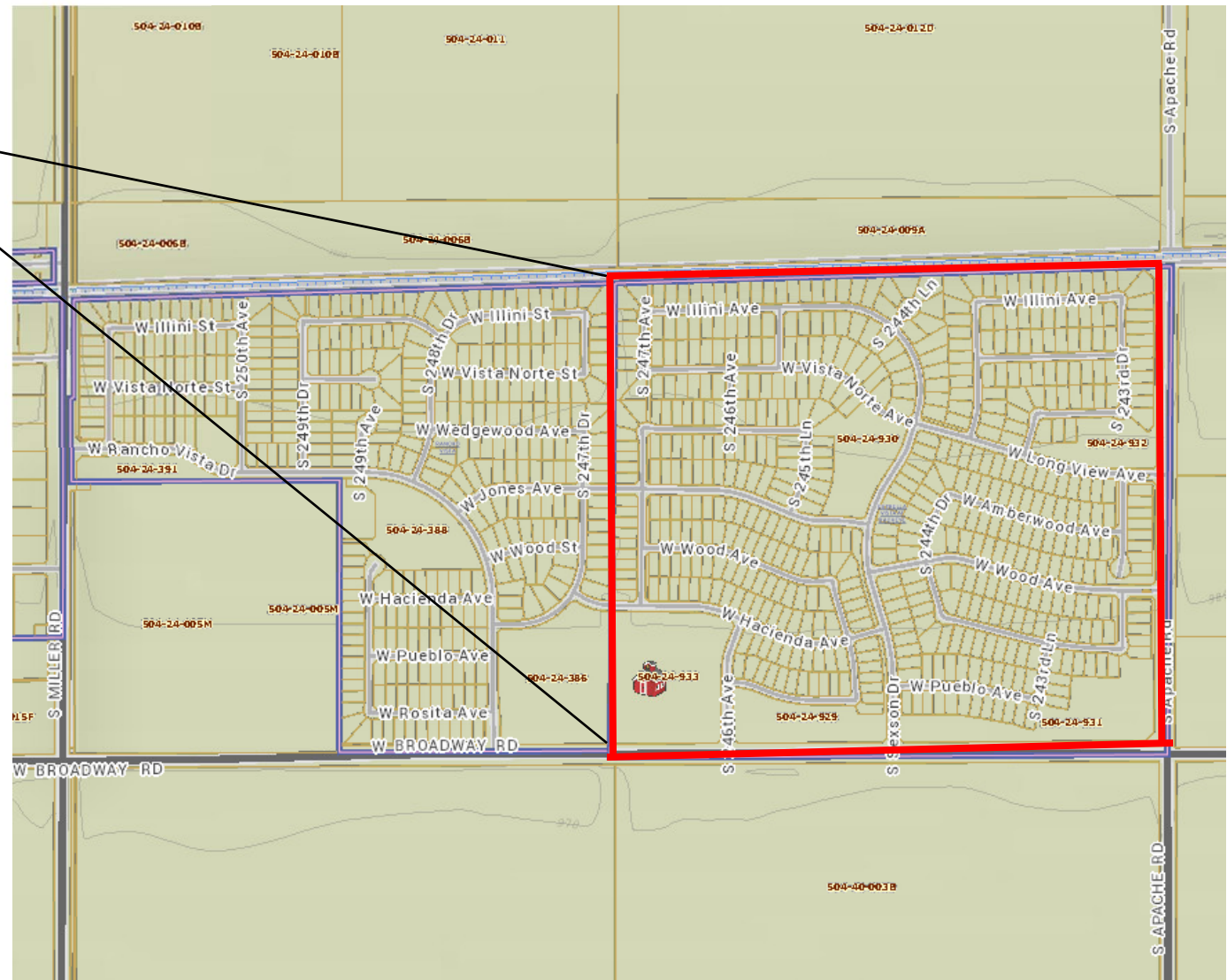
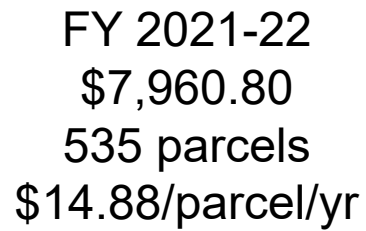
Sun City Festival Parcel L1, L1-2,
HH1-1, HH1-2, HH1-3, HH1-4,
HH1-5, JJ and N1
District 4



FY 2021-22
\$12,979.50
509 parcels
\$25.50/parcel/yr

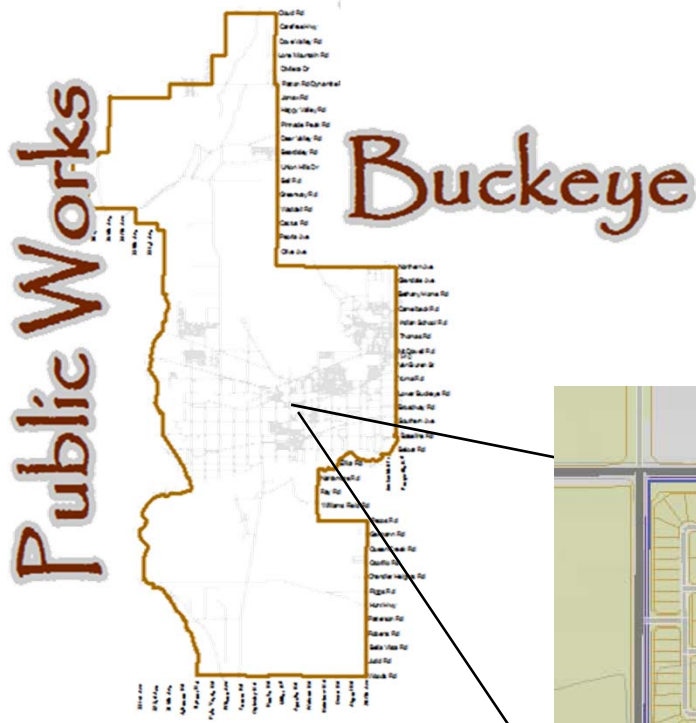


Estrella Vista at Buckeye District 3

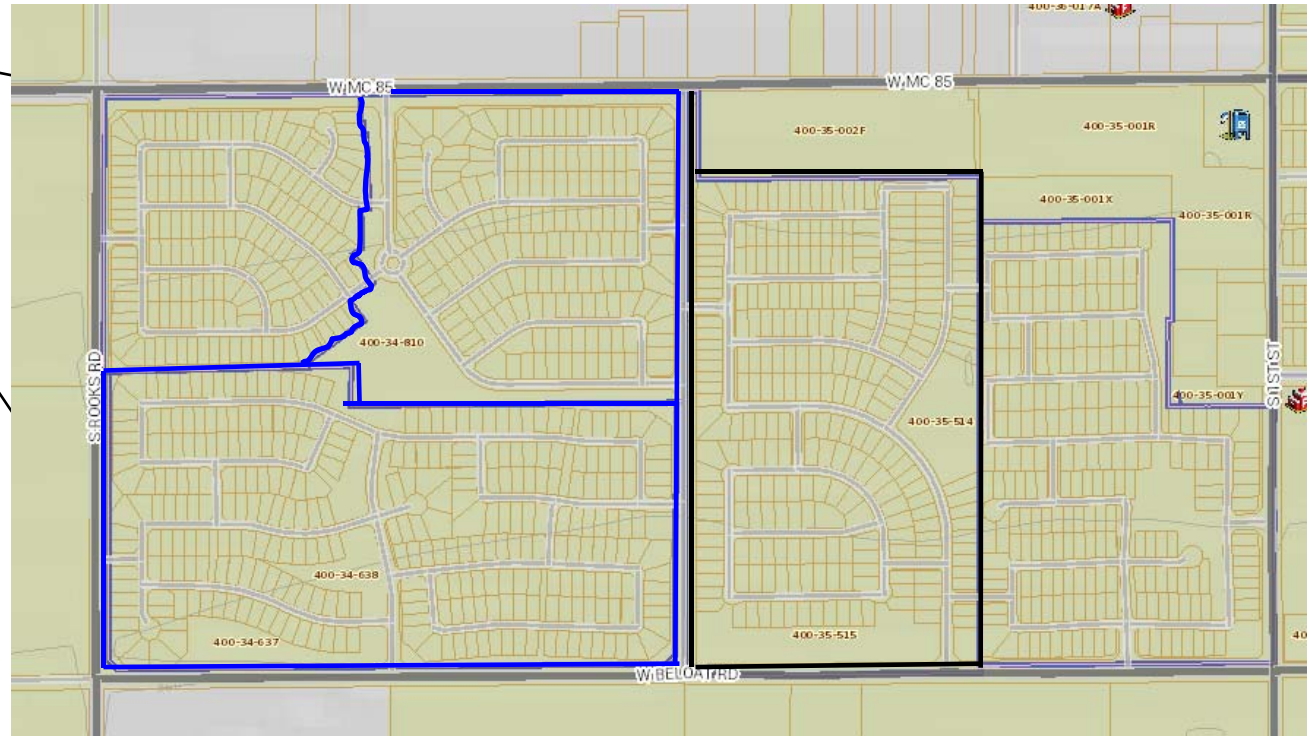


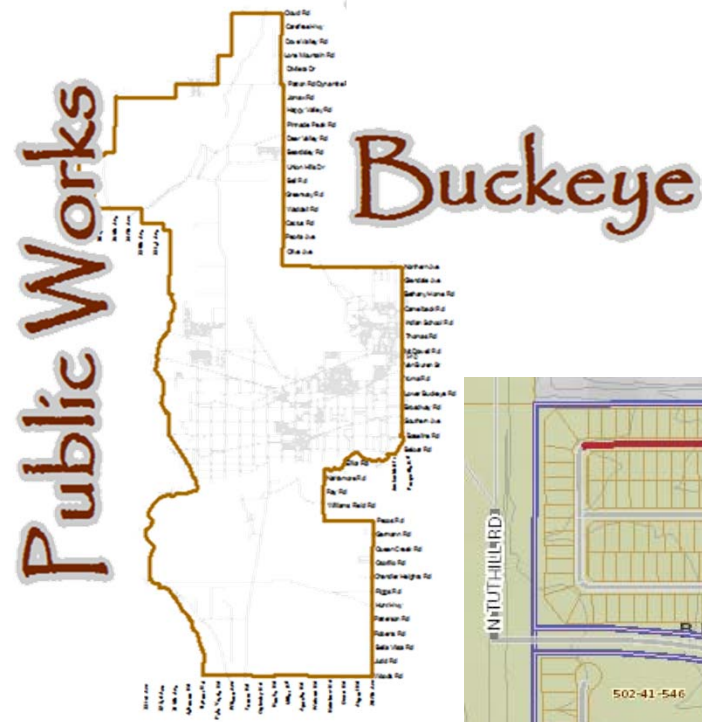
Parkplace at Buckeye, TerraVista Encantada Estates Phase 1 District 1

Parkplace at Buckeye, TerraVista Encantada Estates Phase 1 District 1



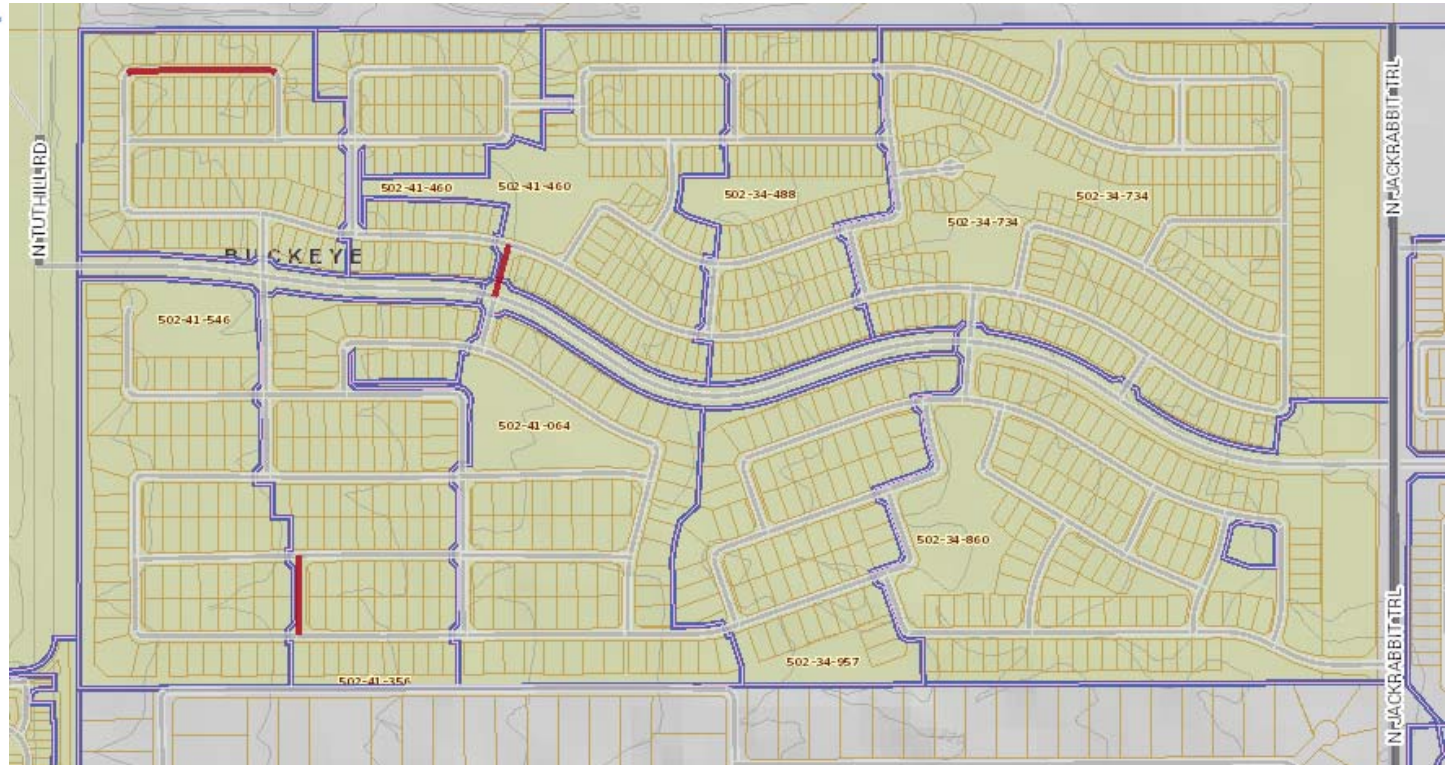
FY 2021-22
\$6,706.80
729 parcels
\$9.20/parcel/yr





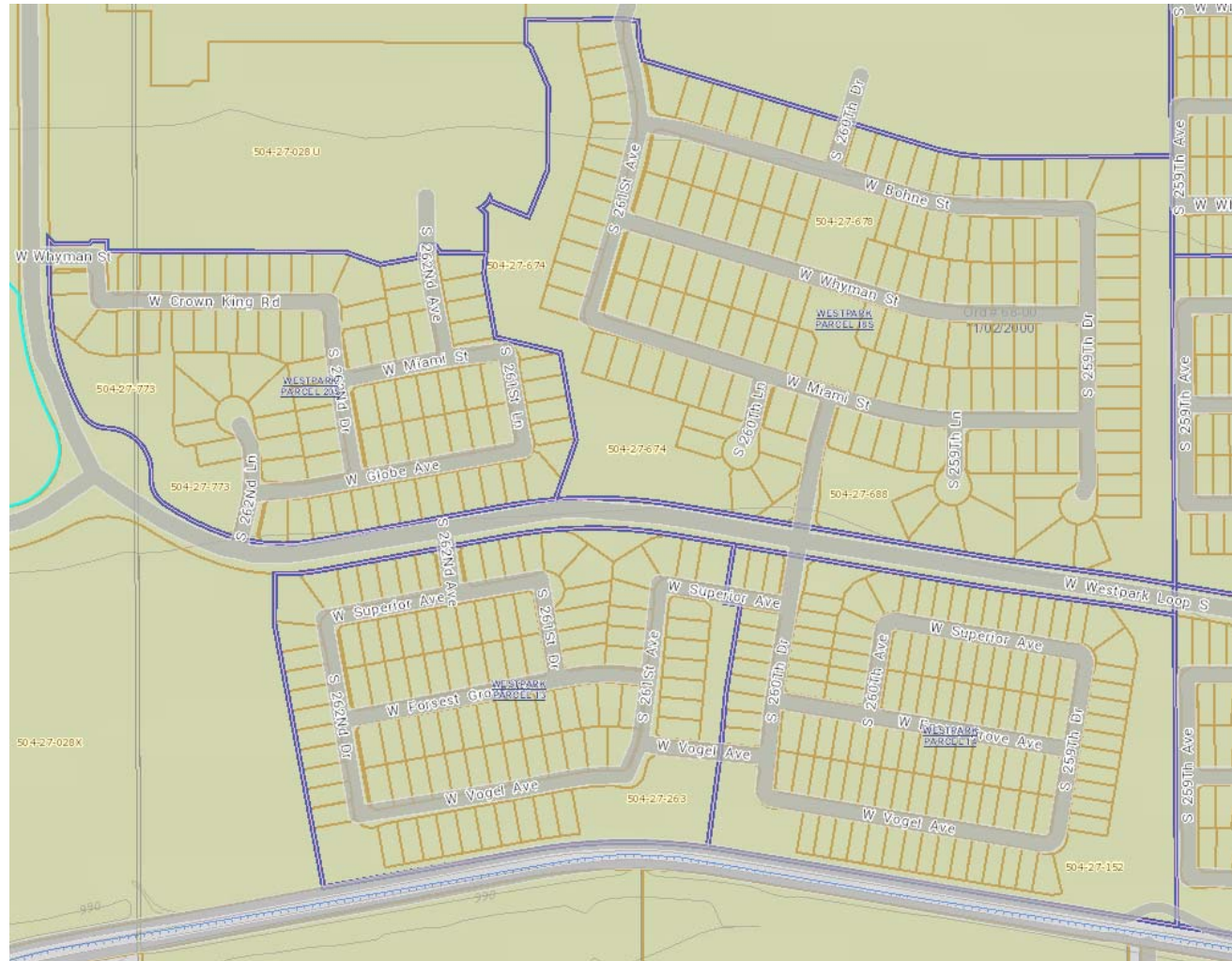
2018-SLID-001

Canyon Views District 6



FY 2021-22
\$32,263.56
1116 parcels
\$28.91/parcel/yr





[illegible]

Buckeye

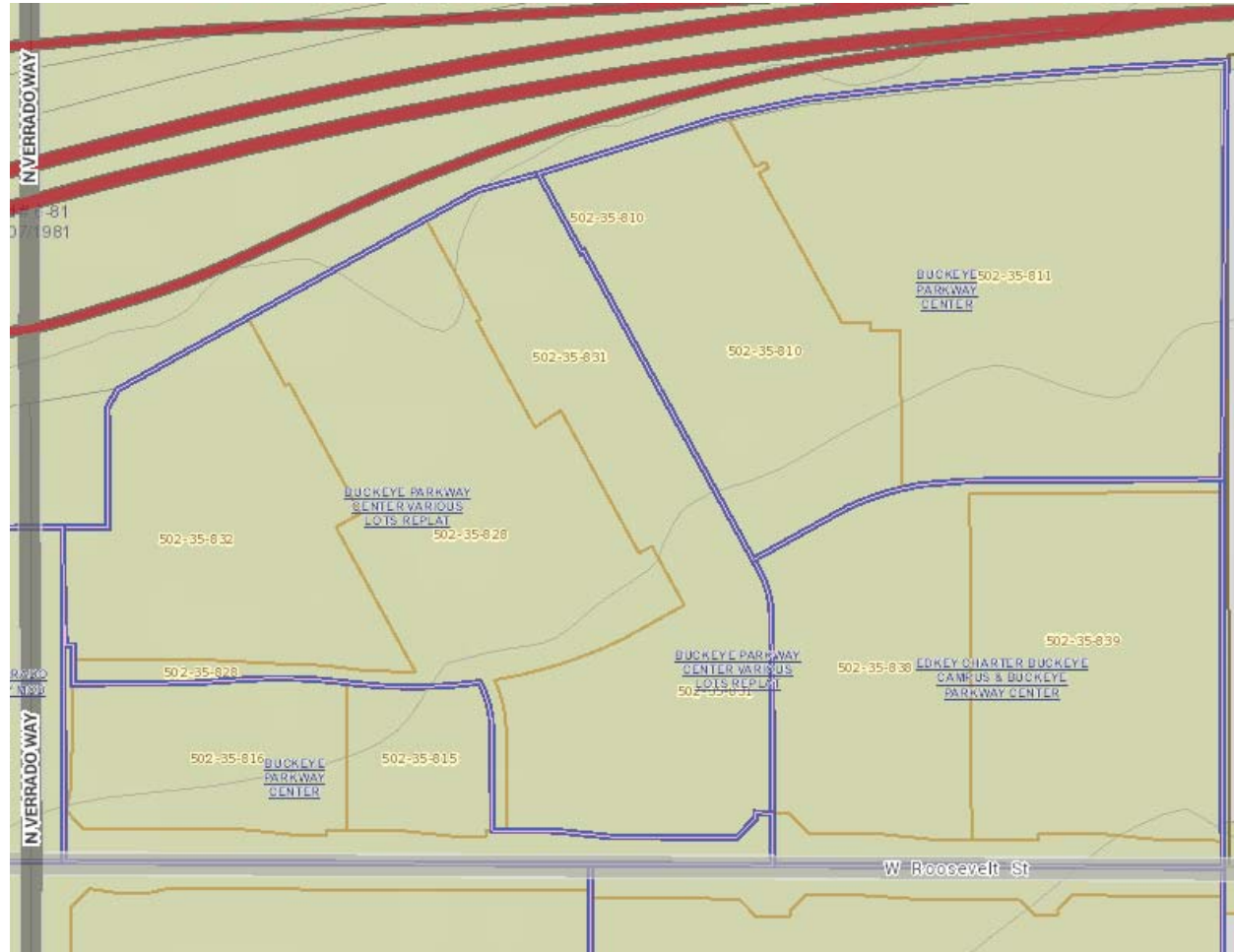
Buckeye Parkway District 6

FY 2021-22

\$7582.14

9 parcels

\$842.46/parcel/yr



**RESOLUTION NO. 38-21
AND NOTICE OF HEARING**

RESOLUTION OF THE GOVERNING BODY OF THE STREET LIGHTING IMPROVEMENT DISTRICTS SLID NO. 1, COMPRISED OF SUN CITY FESTIVAL PARCELS A1 AND B1; 2006-SLID-001, COMPRISED OF VISTA DE MONTANA PHASES 1A, 1B, 2, AND 3; 2006-SLID-002 COMPRISED OF SUNDANCE PARCELS 48, 49A; 2006-SLID-003, COMPRISED OF BLUE HORIZONS; 2006-SLID-07, COMPRISED OF FESTIVAL FOOTHILLS PHASE 1 AND UNITS 25, 27, 29 AND 31; 2006-SLID-08, COMPRISED OF FESTIVAL FOOTHILLS PHASE 2; 2006-SLID-009, COMPRISED OF CRYSTAL VISTA; 2006-SLID-011, COMPRISED OF SUN CITY FESTIVAL PARCELS C1 THROUGH H1, V1, S1, AND Q1; 2006-SLID-15, COMPRISED OF RIATA WEST UNIT 2; 2006-SLID-016, COMPRISED OF SONORAN VISTA UNITS 1 AND 2; 2006-SLID-17, COMPRISED OF RIATA WEST UNIT 1; 2006-SLID-19, COMPRISED OF SUN CITY FESTIVAL PARCELS K1, O1, M1, R1, A2, M2, U1, 4, 5 AND 6 AND A1, PHASE 3; 2007-SLID-001, COMPRISED OF SUNDANCE PARCEL 27; 2007-SLID-002, COMPRISED OF SUNDANCE PARCEL 25; 2007-SLID-003, COMPRISED OF SUNDANCE PARCEL 26; 2007-SLID-010, COMPRISED OF WATSON ESTATES; 2007-SLID-013, COMPRISED OF SUN CITY FESTIVAL PARCELS I1 AND P1; 2007-SLID-021, COMPRISED OF SUN CITY FESTIVAL PARCEL J1; 2009-SLID-02A, COMPRISED OF WATSON MARKETPLACE; 2011-SLID-001, COMPRISED OF SUNDANCE/YUMA COMMERCIAL; 2012-SLID-02, COMPRISED OF SIENNA HILLS; 2013-SLID-001, COMPRISED OF ARROYO SECO NORTH, VILLAGE 1, AND ARROYO SECO SOUTH, VILLAGE 3; 2013-SLID-002, COMPRISED OF SUN CITY FESTIVAL PARCELS L1, L1-2, HH1-1, HH1-2, HH1-3, HH1-4, HH1-5, JJ AND N-1; 2015-SLID-001, COMPRISED OF ESTRELLA VISTA AT BUCKEYE; 2017-SLID-003, COMPRISED OF PARKPLACE AT BUCKEYE, TERRAVISTA PHASE 1, ENCANTADA ESTATES; 2018-SLID-001, COMPRISED OF CANYON VIEWS; 2019-SLID-002, COMPRISED OF WESTPARK PHASE II; AND 2020-SLID-001, COMPRISED OF BUCKEYE PARKWAY CENTER, APPROVING THE TENTATIVE BUDGETS OF THE AFOREMENTIONED STREET LIGHTING IMPROVEMENT DISTRICTS FOR THE FISCAL YEAR 2021-22 BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022, SETTING A HEARING DATE FOR THE BUDGETS AND ESTABLISHING THE ANNUAL ASSESSMENT.

BE IT RESOLVED by the Governing Body of the Street Lighting Improvement District SLID No. 1, comprised of Sun City Festival Parcels A1 and B1; 2006-SLID-001, comprised of Vista De Montana Phases 1A, 1B, 2, and 3; 2006-SLID-002, comprised of Sundance Parcels 48, 49A; 2006-SLID-003, comprised of Blue Horizons; 2006-SLID-07, comprised of Festival Foothills Phase 1 and Units 25, 27, 29 and 31; 2006-SLID-08, comprised of Festival Foothills Phase 2; 2006-SLID-009, comprised of Crystal Vista; 2006-SLID-011, comprised of Sun City

Festival Parcels C1 through H1, V1, S1 and Q1; 2006-SLID-15, comprised of Riata West Unit 2; 2006-SLID-016, comprised of Sonoran Vista Units 1 and 2; 2006-SLID-17, comprised of Riata West Unit 1; 2006-SLID-19, comprised of Sun City Festival Parcels K1, O1, M1, R1, A2, M2, U1, 4, 5 and 6, and A1, Phase 3; 2007-SLID-001, comprised of Sundance Parcel 27; 2007-SLID-002, comprised of Sundance Parcel 25; 2007-SLID-003, comprised of Sundance Parcel 26; 2007-SLID-010, comprised of Watson Estates; 2007-SLID-013, comprised of Sun City Festival Parcels I1 and P1; 2007-SLID-021, comprised of Sun City Festival Parcel J1; 2009-SLID-02A, comprised of Watson Marketplace; 2011-SLID-001, comprised of Sundance/Yuma Commercial; 2012-SLID-02, comprised of Sienna Hills; 2013-SLID-001, comprised of Arroyo Seco North, Village 1 and Arroyo Seco South, Village 3; 2013-SLID-002, comprised of Sun City Festival Parcels L1, L1-2, HH1-1, HH1-2, HH1-3, HH1-4, HH1-5, JJ and N-1; 2015-SLID-001, comprised of Estrella Vista at Buckeye; 2017-SLID-003, comprised of Parkplace at Buckeye and Terravista Phase 1, Encantada Estates; 2018-SLID-001, comprised of Canyon Views; 2019-SLID-002 comprised of Westpark Phase II; and 2020-SLID-001, comprised of Buckeye Parkway Center (the "*Districts*"), as follows:

Section 1. The statements and schedules of expenses of the Districts, attached hereto as Exhibit A and incorporated by reference herein, are hereby approved for the purpose as hereinafter set forth as the tentative budgets for the Districts: SLID No. 1, 2006-SLID-001, 2006-SLID-002, 2006-SLID-003, 2006-SLID-07, 2006-SLID-08, 2006-SLID-09, 2006-SLID-011, 2006-SLID-15, 2006-SLID-016, 2006-SLID-17, 2006-SLID-19, 2007-SLID-001, 2007-SLID-002, 2007-SLID-003, 2007-SLID-010, 2007-SLID-013, 2007-SLID-021, 2009-SLID-02A, 2011-SLID-001, 2012-SLID-02, 2013-SLID-001, 2013-SLID-002, 2015-SLID-001, 2017-SLID-003, 2018-SLID-001, 2019-SLID-002 and 2020-SLID-001 for the fiscal year 2021-2022. The statements and estimates of the expenses for each District (the "*Expenditures*") are to be paid from annual assessments collected in each District, and are hereby filed with the Clerk.

Section 2. Each District Clerk is authorized and directed to cause to be mailed to the governing body of the City of Buckeye, Arizona (the "*City*"), and published in the official newspaper of the City in the manner prescribed by law, a notice that each District's governing body will meet for the purpose of conducting a final hearing for each District's taxpayers on the statements and estimates of each District's Expenditures filed with the applicable Clerk and on the adoption of the fiscal year 2021-22 Annual Budget for the District; said hearing to be conducted on July 6, 2021, beginning at 6:00 p.m. in the Council Chambers at City Hall, 530 East Monroe Avenue, Buckeye, Arizona 85326, with final approval of each District's annual assessment levy on July 20, 2021, beginning at 4:00 p.m. in the Council Chambers at City Hall, 530 East Monroe Avenue, Buckeye, Arizona 85326.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District SLID No. 1 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-001 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-002 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-003 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-07 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-08 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-009 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-011 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-15 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-016 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-17 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-19 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2007-SLID-001 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2007-SLID-002 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2007-SLID-003 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2007-SLID-010 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2007-SLID-013 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2007-SLID-021 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2009-SLID-02A on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2011-SLID-001 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2012-SLID-02, comprised of Sienna Hills, on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2013-SLID-001 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2013-SLID-002 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2015-SLID-001 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2017-SLID-003 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2018-SLID-001 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2019-SLID-002 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2020-SLID-001 on June 15, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

SUMMARY OF ANNUAL STATEMENTS AND ESTIMATES OF EXPENSES OF THE CITY'S STREET LIGHTING IMPROVEMENT DISTRICTS*

District Name	Parcels in District	Common Area/Exempt Parcels	Buckeye Levied Parcels in District	FY 20-21 Budget	Proposed 21- 22 Budget	FY 21-22 Levy per Parcel
SLID #1 Operations	451	1	450	\$ 27,873.09	\$ 27,868.50	\$ 61.93
2006-SLID-001	1202	111	1091	\$ 16,202.85	\$ 35,653.88	\$ 32.68
2006-SLID-002	330	0	330	\$ 1,732.50	\$ 1,732.50	\$ 5.25
2006-SLID-003	1897	1	1896	\$ 4,091.90	\$ 24,098.16	\$ 12.71
2006-SLID-07	927	0	927	\$ 18,818.10	\$ 26,725.41	\$ 28.83
2006-SLID-08	360	5	355	\$ 7,352.05	\$ 7,689.30	\$ 21.66
2006-SLID-009	311	0	311	\$ 7,426.68	\$ 7,411.13	\$ 23.83
2006-SLID-011	1050	0	1050	\$ 31,870.74	\$ 31,825.50	\$ 30.31
2006-SLID-15	495	42	453	\$ 12,570.75	\$ 12,543.57	\$ 27.69
2006-SLID-016	596	59	537	\$ 14,273.46	\$ 14,246.61	\$ 26.53
2006-SLID-17	473	38	435	\$ 9,400.35	\$ 9,382.95	\$ 21.57
2006-SLID-19	1166	2	1129	\$ 21,123.59	\$ 32,368.43	\$ 28.67
2007-SLID-001	162	0	162	\$ 3,607.74	\$ 3,599.64	\$ 22.22
2007-SLID-002	117	5	112	\$ 2,273.60	\$ 2,268.00	\$ 20.25
2007-SLID-003	118	7	111	\$ 3,578.64	\$ 3,571.98	\$ 32.18
2007-SLID-010	868	0	868	\$ 7,959.56	\$ 7,933.52	\$ 9.14
2007-SLID-013	325	3	322	\$ 5,792.78	\$ 5,779.90	\$ 17.95
2007-SLID-021	177	1	176	\$ 4,160.64	\$ 4,153.60	\$ 23.60
2009-SLID-02A	13	0	13	\$ 4,764.63	\$ 3,515.33	\$ 270.41
2011-SLID-001	5	0	5	\$ 1,360.05	\$ 1,357.30	\$ 271.46
2012-SLID-02	972	73	899	\$ 22,683.78	\$ 22,636.82	\$ 25.18
2013-SLID-001	695	0	695	\$ -	\$ 6,046.50	\$ 8.70
2013-SLID-002	509	0	509	\$ 11,228.14	\$ 12,979.50	\$ 25.50
2015-SLID-001	554	19	535	\$ 7,976.85	\$ 7,960.80	\$ 14.88
2017-SLID-003	729	0	729	\$ 11,124.54	\$ 6,706.80	\$ 9.20
2018-SLID-001	1128	12	1116	\$ -	\$ 32,263.56	\$ 28.91
2019-SLID-002	492	0	492	\$ -	\$ 1,761.36	\$ 3.58
2020-SLID-001	10	1	9	\$ -	\$ 7,582.14	\$ 842.46

*Represents the estimated cost of energy, the only expense of the Districts.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 06/15/21	AGENDA ITEM: 7.E. Buckeye Valley Chamber MOU
DATE PREPARED: 06/15/21	DISTRICT NO.: All
STAFF LIAISON: David Roderique, Economic Development Director, droderique@buckeyeaz.gov, 623.349.6971	
DEPARTMENT: Economic Development	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on the renewal of a Memorandum of Understanding between the City of Buckeye and the Buckeye Valley Chamber of Commerce relating to economic development services and the renewal of lease terms; and authorizing the City Manager to execute and deliver said renewal letter.

RELEVANT GOALS:

GOAL 2: Enhanced Economic Well-Being and Vitality

SUMMARY

PROJECT DESCRIPTION:

The City and the Buckeye Valley Chamber of Commerce have had a longstanding relationship in support of the economic development of the community. The Chamber provides various services that support economic development, as outlined in the MOU, including, but not limited to, providing business retention services, business advocacy services and planning and coordinating the Buckeye Leadership Academy. The Buckeye community will receive benefit from the economic development services under the MOU as well, allowing the City to provide a greater quality of life for its residents and helping leverage the City resources and economic and business development activities. The MOU calls for an investment in the Chamber of \$60,000 for Fiscal Year 2021-2022.

BENEFITS:

The City will benefit from the various economic development services it will receive through the MOU, including, but not limited to, providing business retention services, business advocacy services and planning and coordinating the Buckeye Leadership. The Buckeye community will receive benefit from the economic development services under the MOU as well, allowing the City to provide a greater quality of life for its residents and helping leverage the City resources and economic / business development activities. The proposed MOU between the City of Buckeye and the Buckeye Valley Chamber of Commerce identifies those economic development services to be performed by the Chamber on behalf of the City for fiscal year 2021-2022 and determines the amount the City will pay the Chamber for those services; namely, the sum of \$60,000.00 to be paid in twelve (12) \$5,000 monthly payments. The MOU may be renewed for two (2) one-year renewals, on the City's fiscal year basis, each renewal subject to the prior approval of City Council and the availability of appropriated funds to pay for the Chambers services under the MOU. In conjunction with the current and previous MOUs, City Council approved a Lease Agreement between the City and the Chamber for the lease of office space to the Chamber. The Lease was approved by Council on June 18, 2013 through Resolution No. 62-13. The office space leased to the Chamber pursuant to the Lease, accommodates the Chambers activities and services to be performed pursuant to the MOU, and the Chambers activities benefit the

City in various ways, including the City's economic development efforts. The Lease contains an automatic renewal period for additional one year terms of the Lease commencing on July 1 of each year and ending on June 30 of each year, unless terminated pursuant to the Lease terms. If either party desires to not renew the Lease, notice must be provided to the other party at least 30 days prior to July 1 that the Lease will not be renewed for the forthcoming one year term. No such notice has been provided for the forthcoming fiscal year; therefore, the Lease will be renewed for fiscal year 2021-2022 in accordance with its terms. If the MOU is terminated or cancelled for any reason, the City has the right to terminate the Lease. The renewal for FY21-22 also includes monthly reporting requirements by the Chamber to the City explaining how the City's funds were expended in the prior month as well as a requirement that the Chamber provide the City with a profit and loss statement at the end of each fiscal year.

FUTURE ACTION:

The MOU includes language requiring the Chamber to provide the City with an accurate financial report on or before the 10th day of each month, explaining how the City's funds were expended in the prior month, and a profit and loss statement both monthly and at the end of each fiscal year so that the City can ensure financial accountability

FINANCIAL IMPACT STATEMENT:

This has been a reoccurring MOU between the City of Buckeye and the Buckeye Valley Chamber of Commerce. The financial impact of \$60,000.00 has remained the same for the last 5 years and is budgeted accordingly every fiscal year.

CURRENT FISCAL YEAR TOTAL COST:

\$60,000

BUDGETED:

Yes

FISCAL YEAR:

2021-2022

FUND/DEPARTMENT:

10001187-520038

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

[MOU - Buckeye Valley Chamber of Commerce FY 2021-2022.1.pdf](#)

**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF BUCKEYE AND
BUCKEYE VALLEY CHAMBER OF COMMERCE**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of the ____ day of _____, 2021 by and between the CITY OF BUCKEYE, an Arizona municipal corporation, hereafter called “CITY”, and BUCKEYE VALLEY CHAMBER OF COMMERCE, an Arizona non-profit corporation, hereafter called “CHAMBER”.

RECITALS

WHEREAS, the CITY supports the importance of economic vitality in the CITY; and

WHEREAS, the CHAMBER is an Arizona non-profit corporation which was granted exemption from Federal income tax under Sec. 501(c)(6) of the Internal Revenue Code of February 28, 2007; and

WHEREAS, the CHAMBER is qualified to support local businesses and build strong partnerships dedicated to promote business, education and community interests of Buckeye; and

WHEREAS, this MOU shall be entered into in conjunction with a lease agreement (the “Lease”) of certain real property owned by the CITY at 508 East Monroe Avenue, Buckeye, Arizona 85326 (the “Property”), at which the CHAMBER will provide the services as set forth in the Scope of Services in Section 1.0 below.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, CITY and CHAMBER agree as follows:

1.0 SCOPE OF SERVICES

CHAMBER will develop and implement enhanced accountability measures to report progress towards goals to the CITY during fiscal year 2021-2022. These accountability measures will include, but are not limited to, monthly financial reports, copies of Board of Director meeting minutes, and monthly activity metrics relating to the Scope of Services as noted in Section 1.1 (“Activity Reports and Financials”). Where not explicitly stated, CHAMBER will coordinate with CITY staff to agree on fiscal year, deliverables, and metrics for the Initial Term and any Renewal Term(s) for the following Scope of Services:

- 1.1** Activity Reporting. The CHAMBER will prepare and submit monthly progress reports and benefits of activities below relating to the contractual goals to CITY staff, (the City Manager and the Economic Development Director, or their designees), the Mayor and the City Council. CHAMBER will make presentations (during a Council work study session or by other mechanism as requested by City staff) to Mayor and Council in December and June of each year. The CHAMBER and CITY will mutually initiate the scheduling of these presentations with CITY clerk’s office.

- 1.2 Business Advocacy Services. The CHAMBER will provide business advocacy services on behalf of the CITY. Business Advocacy is designed to enhance the overall business environment in the community by monitoring, understanding, and reporting on key issues which may impact the viability of the business community. Business advocacy services include, but are not limited to, weekly Buckeye Business Connection meetings, quarterly CHAMBER Breakfasts, the distribution of welcome packets, membership business referrals, and a business card and flyer display in CHAMBER lobby.
- 1.3 Business Retention, Expansion, and Relocation Meetings. Business Retention and Expansion services (BR+E) are designed to understand and prevent issues which may impact an existing business in the community, in order to prevent the loss of any existing businesses, while Relocation Assistance is designed to help to attract new businesses to the community. The CHAMBER will (A) conduct one- on-one business retention, expansion, and relocation meetings with applicable CHAMBER members, and existing, potential, or other businesses seeking location(s) in Buckeye, (B) conduct, independent of CITY Staff, at least 50 calls to at least 50 different businesses to discuss retention, expansion and/or relocation within Buckeye during each fiscal year and (C) enter business outreach data into CITY designated Customer Relationship Management/Database (CRM) tool, which the CITY will provide as part of this MOU with basic training and coordination. Through the CRM tool, the CHAMBER will provide monthly reports of activity as part of its regular monthly progress reports as required in subsection 1.1 above or shall make the CITY aware of any critical issues as soon as reasonably possible.
- 1.4 Electronic and Non-Electronic Communications. Communication to businesses and the citizens of the community, via written or electronic formats, is vital to the mission of the CHAMBER. The CHAMBER will disseminate electronic and non-electronic communications, including, but not limited to, writing, printing, publishing and distributing a newsletter for Buckeye businesses weekly as well as developing and maintaining a social media campaign for Buckeye businesses and the CHAMBER. Social media efforts shall include Twitter and Facebook and shall be updated weekly (at the minimum). At the option of CHAMBER, the newsletter may be in paper or electronic format. The CHAMBER shall provide the CITY a copy of these communications as part of the monthly progress reports requirement in subsection 1.1 above.
- 1.5 Buckeye Leadership. In order to better train the future leaders of the community, the CHAMBER will plan, coordinate and execute at least one 12-week Buckeye Leadership class, with the goal of graduating at least 20 citizens annually. The CHAMBER shall schedule committee meetings and conduct publicity, recruitment, selection and logistics of each session, subject to the concurrence of CITY, which shall not be unreasonably withheld.
- 1.6 “Buy Local” Campaign. In order to better support the existing businesses in Buckeye, an informational campaign designed to better inform residents about the types and quality of services available, and to encourage them to patronize local

businesses is desirous. Therefore, the CHAMBER will (A) conduct an ongoing “Buy Local” campaign,” (B) develop and implement a plan focusing on Buckeye-based retailers and service providers, and (C) provide an annual plan with metrics and deliverables by September 1 of each fiscal year of the Term. As part of monthly progress reports as stated in subsection 1.1 above, the CHAMBER will include measures of campaign success. The CITY may also ask the CHAMBER to incorporate the campaign into special events and West Valley efforts to be determined.

- 1.7** Inquiry/Information Dissemination. As Buckeye grows its tourism economy, with new tourist-oriented businesses, such as hotels, restaurants, and traveler services, the dissemination of information about these businesses becomes more critical. Therefore, the CHAMBER will staff a Chamber and Tourist Information Center located at 508 East Monroe. The CHAMBER will respond to general inquiries about the area and perform duties as the CITY’s tourism bureau. The CHAMBER staff will track all general inquiries via verbal and/or electronic means and provide monthly statistics pursuant to this MOU to designated CITY Staff. These statistics will include type of inquiry, origin of inquiry, and resolution of inquiry in accordance to general tourism bureau practices that are reported by other chambers of commerce in the greater Phoenix area. Based on anticipated growth, the CHAMBER will also provide an adjunct information kiosk to be located at the Sundance Crossings Library upon the CITY’s request (a specific timeframe to be determined).
- 1.8** Trade Show Assistance/Staffing. Upon the request of the CITY, the CHAMBER may be asked to participate in trade shows focusing on economic development, tourism, redevelopment, marketing or other applicable activities (“Trade Shows”). The CITY understands that CHAMBER staffing may be a challenge, however coordinating CHAMBER volunteers to partner with the CITY in Trade Shows is a viable and acceptable alternative. Any travel, or participatory related costs incurred by CHAMBER staff and volunteers for involvement in Trade Shows will be paid for by the CITY at standard per diem rates (the “Travel Costs”). All Travel Costs must be reviewed and approved by the CITY prior to travel. The CHAMBER shall be responsible for all unauthorized Travel Costs incurred by the CHAMBER under this subsection 1.8. CHAMBER may also invite CITY staff to participate and partner with the CHAMBER at Trade Shows. The CITY shall cover the additional costs, if any, for such CITY staff involvement.
- 1.9** Business Ambassador Program: Occasionally, potential new businesses desire to meet with existing businesses to better understand the local business environment, such as taxes, labor force availability, and regulatory support. In order to assist with this, the CHAMBER will designate at least seven CHAMBER members to act as ambassadors to promote Economic Development activities in Buckeye. These ambassadors may be called upon by CITY staff to meet with prospects considering expanding within or relocating to the City of Buckeye. These ambassadors will represent a full spectrum of business/service activity and size range.

- 1.10** Three Year Business Plan and Work Schedule. The CHAMBER will provide an updated three-year CHAMBER business plan with a work schedule to CITY staff by September 1 of each year of the Term and present plans/updates to CITY Council at the required December presentation as stipulated in subsection 1.1 above.

2.0 COMPENSATION

CITY has appropriated the sum of sixty thousand dollars (\$60,000.00) for fiscal year 2021- 2022 to be paid in twelve (12) \$5,000.00 monthly payments to CHAMBER. The invoicing for each monthly payment shall accompany the monthly Activity Reports and Financials. CHAMBER acknowledges that CITY has also provided value to CHAMBER by providing the Property to CHAMBER for CHAMBER's use pursuant to the Lease. The CITY will endeavor to remit each monthly payment to CHAMBER within 14 days of receipt of a valid invoice, with payment not to exceed 30 days.

3.0 GENERAL TERMS AND CONDITIONS

3.1 CHAMBER REPRESENTATIONS and RESPONSIBILITIES

CHAMBER makes the following representations to CITY:

- a. CHAMBER represents that it presently has been granted tax-exempt organization status under §501(c)(6) of the Internal Revenue Code and is incorporated under the laws of the state of Arizona through its Corporation Commission (PRC) as a non-profit corporation.
- b. CHAMBER shall maintain its status as an IRC §501(c)(6) not for profit entity and shall remain in good standing with the Corporation Commission.
- c. Throughout the term of this MOU, CHAMBER shall serve as its own fiscal agent, purchasing agent, and personnel agent.
- d. CHAMBER will attest to CITY in writing by December 31 of each year of Term that the CHAMBER Governing Board is constituted in compliance with its approved bylaws and that it actively fulfills its responsibilities for policy direction and administrative duties including regularly scheduled meetings for which minutes are kept by CHAMBER.
- e. CHAMBER shall have full power and authority to do all acts that are necessary or desirable for the proper management of CHAMBER, including the authority to sign contracts and other business agreements, in its own name, unless such acts are specifically restricted or prohibited by this MOU or by applicable law.
- f. CHAMBER shall be responsible for payment of all expenses and fees incurred in the operation and management of CHAMBER, including expenses and fees incurred in performing the services under this MOU, except as set forth

herein, and shall indemnify CITY from any claim, charge, assessment, debt, or default relating to such expenses at all times during the period of this MOU.

g. CHAMBER shall obtain and maintain all licenses and permits and pay all appropriate fees required for management, operations and events of CHAMBER. CITY shall cooperate with CHAMBER as needed in scheduling event security, street barricading and similar needs.

h. CHAMBER shall provide CITY, by electronic or written mailing to the Office of the CITY Manager and the Economic Development Director, notice of all special events, grand openings, and other events of interest. Public notices of special events coordinated by CHAMBER shall include reference to CITY's participation in the funding and activities of CHAMBER.

i. Revenues earned by CHAMBER from operation and events including, but not limited to, admissions, merchandise sales, program fees, projects, rental receipts, and other charges, shall remain the property of CHAMBER and shall be used for operating and capital expenses of CHAMBER and as otherwise approved by the CHAMBER Governing Board.

j. CHAMBER may develop a fundraising plan approved by the CHAMBER Governing Board. CHAMBER may solicit, in accordance with the plan, private, corporate and foundation funding and in-kind gifts, grants and donations to support CHAMBER. All donations and such funds raised by CHAMBER shall be the property of CHAMBER and shall be used by CHAMBER for operating and capital expenses of CHAMBER and as otherwise approved by the CHAMBER Governing Board.

k. CHAMBER agrees to attend CITY Council meetings and other CITY meetings, as requested by CITY, with advance notice.

l. CHAMBER shall pay promptly as they become due and payable all taxes and assessments and fees that may now, or during the Term or any extension of the Term of this MOU, be imposed on CHAMBER. Personal property taxes, if any, are and shall remain the sole obligation of CHAMBER.

m. CHAMBER shall procure and maintain at its expense insurance in the kinds and amounts that are determined by the CHAMBER Governing Board to be commercially reasonable and prudent for CHAMBER.

3.2 CITY REPRESENTATIONS and RESPONSIBILITIES

CITY makes the following representations to CHAMBER:

a. CITY will designate employee(s) of the CITY to serve as a contact person between CITY and the CHAMBER Governing Board. CITY reserves the right to change that designation from time to time with written notice to CHAMBER. The CITY-designated contact person(s) shall meet at least quarterly with the

CHAMBER Governing Board to review projects and plans contemplated by this MOU. CITY and CHAMBER may alternate hosting the meetings at their discretion. The CHAMBER will initiate the coordination of the meetings with CITY staff and schedule in advance.

b. Should CITY and CHAMBER desire to continue the Term of this MOU upon the approval of CITY Council as provided in Paragraph 3.3, CITY shall meet annually with CHAMBER prior to April 1 to determine the scope of services to be performed by CHAMBER during the subsequent one-year renewal period and the compensation to be requested by CHAMBER for performing the scope of services.

3.3 TERM OF MOU

Unless otherwise terminated by either party as provided in this MOU, the term of this MOU is one year, beginning on July 1, 2021 and ending on June 30, 2022 (the “Initial Term”). This MOU may be renewed for two one-year renewal terms on a CITY fiscal year basis, each of which such renewal is subject to prior CITY Council approval (each, a “Renewal Term”). The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this MOU shall remain in full force and effect.

3.4 TERMINATION OF MOU

CITY has the right to terminate this MOU or abandon any portion of it with respect to any service or representation which has not been performed by CHAMBER pursuant to and in accordance with the following provisions for termination for convenience or for termination for cause:

Termination for Convenience: CITY and CHAMBER each reserve the right to terminate this MOU or any part hereof for its sole convenience with 30 days’ written notice to the other party. In the event of such termination, CHAMBER shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for services performed to the date of such termination, CHAMBER shall be paid for the percentage of services actually completed. The amount to be paid shall be mutually agreed upon by CHAMBER and CITY, based on the agreed Scope of Services set forth in Section 1.0 herein and the actual direct costs incurred by CHAMBER to the date of such termination. CITY shall make this final payment within 60 days after CHAMBER has delivered the last of any partially completed items. CHAMBER is not entitled to be paid for, nor shall CHAMBER be paid for, any work done after receipt of the notice of termination, or for any costs incurred by CHAMBER’s suppliers or subcontractors which CHAMBER could reasonably have avoided, and CITY shall not be liable therefor.

Termination for Cause: CITY may also terminate this MOU or any part hereof with seven days’ written notice for cause in the event of any default by CHAMBER, or if CHAMBER fails to comply with any of the material terms and conditions of

this MOU. By way of example and not limitation, unsatisfactory performance which shall be determined in the sole and absolute discretion of the CITY, and failure to provide CITY, upon written request, with adequate assurances of future performance, shall all be causes allowing CITY to terminate this MOU for cause. In the event of termination for cause, CITY shall not be liable to CHAMBER for any amount after the issuance of written notice, and CHAMBER shall be liable to CITY for any and all damages sustained by reason of the default that gave rise to the termination.

In the event CHAMBER is in violation of any Federal, State, County or CITY law, regulation or ordinance, CITY may terminate this MOU immediately upon giving written notice to CHAMBER and CITY shall have no liability or obligation hereunder.

If through any cause, CHAMBER (i) shall fail to fulfill in a timely and proper manner its obligations under this MOU; or (ii) if CHAMBER shall violate any of the covenants, agreements, or stipulations of this MOU; or (iii) if CHAMBER is in violation of any Federal, State, County or CITY law, regulation or ordinance, then CITY may withhold any payments to CHAMBER for the purpose of setoff until such time as the exact amount of damages due to CITY from CHAMBER is determined.

3.5 FUNDS APPROPRIATION

CITY is obligated to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during CITY's then current fiscal year. The CITY's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative decision of the CITY concerning budgeted purposes and appropriation of funds. Should CITY elect not to appropriate and budget funds to pay its MOU obligations, this MOU shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and CITY shall be relieved of any subsequent obligation under this MOU. The parties agree that the CITY has no obligation or duty of good faith to budget or appropriate the payment of CITY's obligations set forth in the MOU in any budget in any fiscal year other than the fiscal year in which the MOU is executed and delivered. CITY shall be the sole judge and authority in determining the availability of funds for its obligations under this MOU. CITY shall keep CHAMBER informed as to the availability of funds for this Agreement. The obligation of CITY to make any payment pursuant to this MOU is not a general obligation or indebtedness of CITY. CHAMBER hereby waives any and all rights to bring any claim against the CITY from or relating in any way to CITY's termination of this Agreement pursuant to this subsection 3.5.

3.6 AUDIT

CITY may audit all of CHAMBER's records, calculations, and working documents pertaining to the subject matter of this MOU at a mutually agreeable time and place.

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

CHAMBER shall require all subcontractors to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between CHAMBER and payee.

If an audit in accordance with this Section, discloses overcharges, of any nature, by CHAMBER to the CITY in excess of five percent (5%) of the total billings for direct costs, the actual cost of CITY's audit shall be reimbursed to the CITY by CHAMBER. Any adjustments and/or payments which must be made as a result of any such audit or inspection of CHAMBER's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of CITY's findings to CHAMBER.

3.7 SUCCESSORS AND ASSIGNS

This MOU shall extend to and be binding upon CHAMBER, its successors and assigns, including any individual, company, partnership, or other entity with or into which CHAMBER shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which CHAMBER shall sell its assets.

3.8 ASSIGNMENT

Services covered by this MOU shall not be assigned or subcontracted in whole or in part without the prior written consent of CITY.

3.9 SUBCONTRACTORS

During the performance of this MOU, CHAMBER may, subject to the approval of CITY, engage such subcontractors as may be required for the timely completion of this MOU. CHAMBER shall advise CITY of its intent to engage subcontractors prior to doing so.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this MOU rests with CHAMBER.

3.10 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES

The total Scope of Services to be performed in accordance with this MOU is set forth herein. Services which are not included in the Scope of Services in Section 1.0 of this MOU will be considered Additional Services. CHAMBER shall not be obligated to perform any Additional Services for CITY without written authorization from CITY detailing the services to be performed and the compensation, if any, to be paid by CITY to CHAMBER for such Additional Services.

3.11 MODIFICATIONS

Any amendment, modification or variation from the terms of this MOU shall be in writing and shall be effective only after approval of all parties signing the original MOU.

3.12 CONFLICT OF INTEREST

This MOU is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

3.13 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

3.14 TAXES

The compensation to be paid under this MOU includes any and all taxes applicable to the activities hereunder. CITY shall have no obligation to pay additional amounts for taxes of any type.

3.15 COUNTERPARTS

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

3.16 ENTIRE AGREEMENT

This MOU constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein and all other previous agreements whether oral or written, entered into prior to this MOU are hereby revoked and superseded by this MOU.

3.17 ARIZONA LAW

This MOU shall be governed and interpreted according to the laws of the State of Arizona.

3.18 EQUAL EMPLOYMENT OPPORTUNITY

CHAMBER shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

3.19 NOTICES

All notices or demands required to be given, pursuant to the terms of this MOU, shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

On behalf of CHAMBER: Deanna Kupcik, President/CEO
Buckeye Valley Chamber of Commerce 508 East
Monroe Avenue
Buckeye, AZ 85326
(623) 386-2727

On behalf of CITY: Roger Klingler, City Manager
City of Buckeye
530 East Monroe Ave Buckeye, AZ 85326
(623) 349-6000

With a copy to: Gust Rosenfeld, P.L.C.
One East Washington Street, Suite 1600
Phoenix, AZ 85004-2553
Attention: Shiela B. Schmidt
(602) 257-7990

Notices shall be deemed received on date delivered if delivered by hand and on the delivery date indicated on receipt if delivered by certified or registered mail.

3.20 INDEPENDENT CONTRACTOR

It is clearly understood that each party will act in its individual capacity and not as an agent or employee, partner, joint venture or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent to the other party for any purposes whatsoever. The services CHAMBER provides under the terms of this MOU to CITY are that of an independent contractor, not an employee, or agent of CITY. CHAMBER, its employees or subcontractors are not entitled to workers' compensation benefits from the CITY. THE CITY does not

have the authority to supervise or control the actual work of CHAMBER, its employees or subcontractors. CHAMBER, and not the CITY shall determine the time of its performance of the services provided under this MOU so long as CHAMBER meets the requirement of the Scope of Services in section 1.0 above. If required, CITY will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

CITY shall not withhold income tax as a deduction from payments to be made under this MOU, provided CHAMBER provides the necessary Form W-9.

3.21 INDEMNIFICATION

To the fullest extent permitted by law, CHAMBER, its successors, assigns and guarantors, shall indemnify and hold harmless CITY, its agents, representatives, officers, directors, officials and employees for, from and against all damages, losses, and expenses including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings, to the extent caused by or resulting from CHAMBER'S violation of any Federal, State, County or CITY law, regulation or ordinance and to the extent caused by or resulting from any negligent act or omission of CHAMBER in work or services performed under this MOU and CITY office space and other CITY property, including, but not limited to, the negligent acts or omissions of any subcontractor or anyone directly or indirectly employed by any subcontractor for whose acts CHAMBER may be liable including any injury or damages claimed by any of CHAMBER's and subcontractor's employees.

Any settlement of claims shall fully release and discharge the indemnified parties from any further liability for those claims. The settlement of claims and the release and discharge shall be in writing and shall be subject to approval by CITY, which approval shall not be unreasonably withheld or delayed.

It is agreed that CHAMBER's indemnity obligations under this MOU are triggered only if CHAMBER has notice of the allegations, demands, proceedings, suits, actions, claims, damages, losses or expenses contemplated above.

Insurance provisions set forth in this MOU are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of CHAMBER's obligations to indemnify the CITY under this MOU. The indemnity provisions of this Section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions required pursuant to this MOU.

3.22 E-VERIFY REQUIREMENTS

To the extent applicable under Ariz. Rev. Stat. § 41-4401, CHAMBER warrants compliance, on behalf of itself and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Ariz. Rev. Stat. § 23-214(A). CHAMBER's

breach of the above-mentioned warranty shall be deemed a material breach of this MOU and CITY may terminate the MOU. CITY retains the legal right to inspect the papers of CHAMBER or any subcontractor who works on the MOU to ensure that CHAMBER is complying with the above-mentioned warranty.

4.0 SEVERABILITY AND AUTHORITY

4.1 SEVERABILITY

If any term or provision of this MOU shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this MOU shall remain in full force and effect and such term or provision shall be deemed to be deleted.

4.2 AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this MOU, and that the person signing on behalf of each party has been properly authorized and empowered to enter into this MOU. Each party further acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this MOU.

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the date and year first set forth above.

“CITY”

CITY OF BUCKEYE, ARIZONA,
a municipal corporation

By _____
Roger Klingler, City Manager

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

[ADDITIONAL SIGNATURES ON FOLLOWING PAGE.]

“CHAMBER”

BUCKEYE VALLEY CHAMBER OF
COMMERCE, an Arizona non-profit
corporation

By: _____
Its: _____

APPROVED AS TO FORM:

Attorney for Chamber

**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 06/15/21	AGENDA ITEM: 7.F. Buckeye Valley Chamber Shop Buckeye Program MOU
DATE PREPARED: 06/15/21	DISTRICT NO.: All
STAFF LIAISON: David Roderique, Economic Development Director, droderique@buckeyeaz.gov, (623) 349-6971	
DEPARTMENT: Economic Development	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on the Memorandum of Understanding between the City of Buckeye and the Buckeye Valley Chamber of Commerce relating to the Shop Buckeye Program to mitigate the impacts the ADOT Project will have on businesses within the City; and authorizing the City Manager to execute and deliver said Shop Buckeye MOU.

RELEVANT GOALS:

GOAL 2: Enhanced Economic Well-Being and Vitality

SUMMARY

PROJECT DESCRIPTION:

ADOT is about to embark on a major improvement program for I-10 between Verrado Way and SR85, which will include widening the freeway and completely rebuilding the Watson and Miller interchanges. While this work is long overdue and the community will benefit long term from the improvements, during the construction period there will be direct impacts to the community in terms of ramp closures, reduced traffic capacity, and traffic restrictions, which are likely to cause hardships on the local business community.

Staff came to Council in work sessions in March and May to present general ideas on the I-10 Mitigation Program, and formalized the program with Council on June 1, 2021. During the June 1, 2021 meeting we notified council that a future action item would be coming forward in support of this program, that action item is the approval of the Shop Buckeye Program, which is being done in partnership with the Buckeye Valley Chamber of Commerce.

Therefore, the proposed Shop Buckeye MOU between the City of Buckeye (the “City”) and the Buckeye Valley Chamber of Commerce (the “Chamber”) identifies services to be performed by the Chamber on behalf of the City for fiscal year 2021-2022 relating to the Shop Buckeye Program. The scope of services includes video program for local businesses, Buy-In Buckeye receipt reimbursement program, outreach services to local businesses, and reporting requirements associated with facilitating

the program. In addition, the Shop Buckeye MOU determines the amount the City will pay the Chamber for those services; namely, the sum of \$37,000.00 to be paid for in four \$9,250.00 payments. The Shop Buckeye MOU allows for one six (6) month extension should the ADOT Project not be completed by June 30, 2022.

BENEFITS:

The program will assist the local business community during the I-10 construction by helping to mitigate the expected impacts. This would also benefit the City which could see decreased tax revenues if businesses were impacted.

FUTURE ACTION:

None

FINANCIAL IMPACT STATEMENT:

The City is to pay \$37,000.00 for fiscal year 2021-2022 to be paid in four \$9,250.00 payments to the Chamber, as compensation for services described in Section 1.0 of the Shop Buckeye MOU.

CURRENT FISCAL YEAR TOTAL COST:

None

BUDGETED:

Yes

FISCAL YEAR:

FY21-22

FUND/DEPARTMENT:

10001187-520038

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

[Shop Buckeye MOU.pdf](#)

**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF BUCKEYE AND
BUCKEYE VALLEY CHAMBER OF COMMERCE
SHOP BUCKEYE PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of the 15th day of June, 2021 by and between the CITY OF BUCKEYE, an Arizona municipal corporation, hereinafter called “CITY”, and BUCKEYE VALLEY CHAMBER OF COMMERCE, an Arizona non-profit corporation, hereafter called “CHAMBER.” The CITY and CHAMBER may hereinafter be individually referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the CITY supports the importance of economic vitality in the CITY; and

WHEREAS, the CHAMBER is an Arizona non-profit corporation which was granted exemption from Federal income tax under Sec. 501(c)(6) of the Internal Revenue Code of February 28, 2007; and

WHEREAS, the CHAMBER is qualified to support local businesses and build strong partnerships dedicated to promote business, education and community interests of Buckeye; and

WHEREAS, the CITY and CHAMBER have an existing MOU, dated July 7, 2020, through which the CHAMBER provides certain services as set forth in the MOU to support local businesses; and

WHEREAS, commencing in or around July of 2021, the Arizona Department of Transportation (“ADOT”) will begin construction of an improvement project along Interstate 10 (“I-10”) between the interchanges of Verrado Way and State Route 85 (the “ADOT Project”); and

WHEREAS, the ADOT Project is anticipated to extend from 18 to 24 months; and

WHEREAS, the CITY anticipates that closures and restrictions throughout the corridor of the ADOT Project will adversely impact access to the CITY and negatively impact economic development and businesses within the CITY; and

WHEREAS, in order to address the negative impacts anticipated from the ADOT Project, the CITY desires to enter into an additional MOU with the CHAMBER to use the skill, experience and expertise of the CHAMBER to support local businesses through the construction process, as provided for in the Scope of Services in Section 1.0 below; and

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, the CITY and the CHAMBER agree as follows:

AGREEMENT

1.0 SCOPE OF SERVICES

The CHAMBER will develop and implement services, the “Shop Buckeye Program,” to mitigate the impact the ADOT Project will have on businesses within the CITY, establishing relationships, identifying concerns and providing assistance to strengthen businesses and help them through the construction phase of the ADOT Project, actively promoting and encouraging the patronage of local businesses directly affected by the ADOT Project, which services will include the following:

- 1.1 Video Program for Local Businesses. In order to better support local businesses impacted by the ADOT Project, the CHAMBER will implement a program to produce a series of videos to help promote local businesses and highlight their stories during the ADOT Project. The CHAMBER will contract with a videographer and facilitate the creation of videos, which local businesses will be able to utilize to market and promote their business and encourage the public to patronize their establishments during the ADOT Project. The videos will be a maximum of one (1) edited minute and will include opening and closing graphics pursuant to the CHAMBER’s standards. Twenty-Five Thousand and no/100 Dollars (\$25,000.00) of the Compensation provided for in Paragraph 2.0 will be used for this Video Program.
- 1.2 Buy-In Buckeye Receipt Reimbursement Program. The CHAMBER will establish and implement a local receipt reimbursement program that will encourage shopping at local businesses by providing a chance for reimbursement of receipt expenses in the amounts of \$25, \$50 or \$100. The CHAMBER, with the approval of the CITY, will prepare the details of the receipt reimbursement program and provide the necessary marketing. Twelve Thousand and no/100 Dollars (\$12,000.00) of the Compensation provided for in Paragraph 2.0 will be used for this Buy-In Buckeye Receipt Program.
- 1.3 Outreach Services to Local Businesses. In order to better support local businesses impacted by the ADOT Project, the CHAMBER will implement an outreach program for local businesses to provide details and information concerning the progress and anticipated impacts of the ADOT Project, which will include providing local businesses with a business tool kit to assist the local business in marketing and promoting the business during the ADOT Project. The CHAMBER will establish relationships, identify concerns and provide assistance to strengthen businesses and help them through the construction phase.
- 1.4 Reporting Requirements. The CHAMBER will collect qualitative data from affected businesses, as well as conduct a mid-construction corridor-wide survey of a sample of businesses to assess the quality and effectiveness of the services provided herein. The CHAMBER will also collect and provide details of the progress, utilization and effectiveness of the Video Program and Buy-In Buckeye Receipt Reimbursement Program detailed in Paragraphs 1.1 and 1.2 above. The CHAMBER will provide the CITY with monthly updates and presentations to the

City Council.

2.0 COMPENSATION

The CITY has appropriated the sum of Thirty-Seven Thousand and 00/100 Dollars (\$37,000.00) for the additional services to be performed by the CHAMBER during the term of the ADOT Project, to be paid to the CHAMBER in four (4) equal quarterly installments of Nine Thousand Two Hundred Fifty and 00/100 Dollars (\$9,250.00).

3.0 GENERAL TERMS AND CONDITIONS

3.1 Chamber Representations and Responsibilities. The CHAMBER makes the following representations to the CITY:

- a.** The CHAMBER represents that it presently has been granted tax-exempt organization status under §501(c)(6) of the Internal Revenue Code and is incorporated under the laws of the state of Arizona through its Corporation Commission (PRC) as a non-profit corporation.
- b.** The CHAMBER shall maintain its status as an IRC §501(c)(6) not for profit entity and shall remain in good standing with the Corporation Commission.
- c.** Throughout the term of this MOU, the CHAMBER shall serve as its own fiscal agent, purchasing agent, and personnel agent.
- d.** The CHAMBER will attest to the CITY in writing by December 31 of each year of Term that the CHAMBER Governing Board is constituted in compliance with its approved bylaws and that it actively fulfills its responsibilities for policy direction and administrative duties including regularly scheduled meetings for which minutes are kept by the CHAMBER.
- e.** The CHAMBER agrees to attend CITY Council meetings and other CITY meetings, as requested by the CITY, with advance notice.
- f.** The CHAMBER shall procure and maintain at its expense insurance in the kinds and amounts that are determined by the CHAMBER Governing Board to be commercially reasonable and prudent for the CHAMBER.

3.2 City Representations and Responsibilities. The CITY makes the following representations to the CHAMBER:

- a.** The CITY will designate employee(s) of the CITY to serve as a contact person between the CITY and the CHAMBER. The CITY reserves the right to change that designation from time to time with written notice to the CHAMBER. The CITY-designated contact person(s) shall meet at least

monthly with the CHAMBER to review the projects and plans contemplated by this MOU. The CITY and the CHAMBER may alternate hosting the meetings at their discretion. The CHAMBER will initiate the coordination of the meetings with CITY staff and schedule in advance.

3.3 Term of MOU. Unless otherwise terminated by either party as provided in this MOU, the term of this MOU shall begin on July 1, 2021 and end on June 30, 2022 (the “Term”). The Term may be extended by written agreement between the parties for an additional six (6) month period if the ADOT Project is not completed by June 30, 2022.

3.4 Termination of MOU. The CITY has the right to terminate this MOU or abandon any portion of it with respect to any service or representation which has not been performed by the CHAMBER pursuant to and in accordance with the following provisions for termination for convenience or for termination for cause:

a. *Termination for Convenience:* The CITY and the CHAMBER each reserve the right to terminate this MOU or any part hereof for its sole convenience with 30 days’ written notice to the other party. In the event of such termination, the CHAMBER shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the CHAMBER shall be paid for the percentage of services actually completed. The amount to be paid shall be mutually agreed upon by the CHAMBER and the CITY, based on the agreed Scope of Services set forth in Section 1.0 herein and the actual direct costs incurred by the CHAMBER to the date of such termination. The CITY shall make this final payment within 60 days after the CHAMBER has delivered the last of any partially completed items. The CHAMBER is not entitled to be paid for, nor shall the CHAMBER be paid for, any work done after receipt of the notice of termination, or for any costs incurred by the CHAMBER’s suppliers or subcontractors which the CHAMBER could reasonably have avoided, and the CITY shall not be liable therefor.

b. *Termination for Cause:* The CITY may also terminate this MOU or any part hereof with seven days’ written notice for cause in the event of any default by the CHAMBER, or if the CHAMBER fails to comply with any of the material terms and conditions of this MOU. By way of example and not limitation, unsatisfactory performance which shall be determined in the sole and absolute discretion of the CITY, and failure to provide the CITY, upon written request, with adequate assurances of future performance, shall all be causes allowing the CITY to terminate this MOU for cause. In the event of termination for cause, the CITY shall not be liable to the CHAMBER for any amount after the issuance of written notice, and the CHAMBER shall be liable to CITY for any and all damages sustained by reason of the default that gave rise to the termination.

In the event the CHAMBER is in violation of any Federal, State, County or City law, regulation or ordinance, the CITY may terminate this MOU immediately upon giving written notice to the CHAMBER and the CITY shall have no liability or obligation hereunder.

If through any cause, the CHAMBER (i) shall fail to fulfill in a timely and proper manner its obligations under this MOU; or (ii) if the CHAMBER shall violate any of the covenants, agreements, or stipulations of this MOU; or (iii) if the CHAMBER is in violation of any Federal, State, County or City law, regulation or ordinance, then the CITY may withhold any payments to the CHAMBER for the purpose of setoff until such time as the exact amount of damages due to the CITY from the CHAMBER is determined.

- 3.5** Funds Appropriation. The CITY is obligated to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the CITY's then current fiscal year. The CITY's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative decision of the CITY concerning budgeted purposes and appropriation of funds. Should the CITY elect not to appropriate and budget funds to pay its MOU obligations, this MOU shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the CITY shall be relieved of any subsequent obligation under this MOU. The parties agree that the CITY has no obligation or duty of good faith to budget or appropriate the payment of the CITY's obligations set forth in the MOU in any budget in any fiscal year other than the fiscal year in which the MOU is executed and delivered. The CITY shall be the sole judge and authority in determining the availability of funds for its obligations under this MOU. The CITY shall keep the CHAMBER informed as to the availability of funds for this Agreement. The obligation of the CITY to make any payment pursuant to this MOU is not a general obligation or indebtedness of the CITY. The CHAMBER hereby waives any and all rights to bring any claim against the CITY from or relating in any way to the CITY's termination of this Agreement pursuant to this subsection 3.5.

- 3.6** Audit. The CITY may audit all of the CHAMBER's records, calculations, and working documents pertaining to the subject matter of this MOU at a mutually agreeable time and place.

The CHAMBER's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the CITY to substantiate charges and claims related to this MOU shall be open to inspection and subject to audit and/or reproduction by the CITY's authorized representative to the extent necessary to permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the CHAMBER or any of its payees pursuant to the execution of the MOU. The CITY's authorized representative shall be afforded access, at reasonable times and places, to all of

the CHAMBER's records and personnel pursuant to the provisions of this article throughout the original term of this MOU and any extensions thereof and for a period of three years after last or final payment.

The CHAMBER shall require all subcontractors to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between the CHAMBER and payee.

If an audit in accordance with this Section discloses overcharges, of any nature, by the CHAMBER to the CITY in excess of five percent (5%) of the total billings for direct costs, the actual cost of the CITY's audit shall be reimbursed to the CITY by the CHAMBER. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CHAMBER's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the CITY's findings to the CHAMBER.

- 3.7** Successors and Assigns. This MOU shall extend to and be binding upon the CHAMBER, its successors and assigns, including any individual, company, partnership, or other entity with or into which the CHAMBER shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the CHAMBER shall sell its assets.
- 3.8** Assignment. Services covered by this MOU shall not be assigned or subcontracted in whole or in part without the prior written consent of the CITY.
- 3.9** Subcontractors. During the performance of this MOU, the CHAMBER may, subject to the approval of the CITY, engage such subcontractors as may be required for the timely completion of this MOU. The CHAMBER shall advise the CITY of its intent to engage subcontractors prior to doing so. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this MOU rests with the CHAMBER.
- 3.10** Alterations or Additions to Scope of Services. The total Scope of Services to be performed in accordance with this MOU is set forth herein. Services which are not included in the Scope of Services in Section 1.0 of this MOU will be considered Additional Services. The CHAMBER shall not be obligated to perform any Additional Services for the CITY without written authorization from the CITY detailing the services to be performed and the compensation, if any, to be paid by the CITY to the CHAMBER for such Additional Services.
- 3.11** Modifications. Any amendment, modification or variation from the terms of this MOU shall be in writing and shall be effective only after approval of all parties signing the original MOU.
- 3.12** Conflict of Interest. This MOU is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.
- 3.13** Force Majeure. Neither party shall be responsible for delays or failures in

performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

- 3.14** Taxes. The compensation to be paid under this MOU includes any and all taxes applicable to the activities hereunder. The CITY shall have no obligation to pay additional amounts for taxes of any type.
- 3.15** Counterparts. This MOU may be executed in one or more counterparts, and each executed duplicate counterpart of this MOU shall be deemed to possess the full force and effect of the original.
- 3.16** Entire Agreement. This MOU constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein and all other previous agreements, whether oral or written, entered into prior to this MOU are hereby revoked and superseded by this MOU.
- 3.17** Arizona Law. This MOU shall be governed and interpreted according to the laws of the State of Arizona.
- 3.18** Equal Employment Opportunity. The CHAMBER shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
- 3.19** Notices. All notices or demands required to be given, pursuant to the terms of this MOU, shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

On behalf of CHAMBER: Deanna Kupcik, President/CEO
Buckeye Valley Chamber of Commerce
508 East Monroe Avenue
Buckeye, AZ 85326
(623) 386-2727

On behalf of CITY: Roger Klingler, City Manager
City of Buckeye
530 East Monroe Avenue
Buckeye, AZ 85326
(623) 349-6000

With a copy to: Gust Rosenfeld, P.L.C.
One East Washington Street, Suite 1600 Phoenix,

AZ 85004-2553
Attention: Shiela B. Schmidt
(602) 257-7990

Notices shall be deemed received on date delivered if delivered by hand and on the delivery date indicated on receipt if delivered by certified or registered mail.

- 3.20** Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent or employee, partner, joint venture or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent to the other party for any purposes whatsoever. The services the CHAMBER provides under the terms of this MOU to the CITY are that of an independent contractor, not an employee, or agent of the CITY. The CHAMBER, its employees or subcontractors are not entitled to workers' compensation benefits from the CITY. The CITY does not have the authority to supervise or control the actual work of the CHAMBER, its employees or subcontractors. The CHAMBER, and not the CITY, shall determine the time of its performance of the services provided under this MOU so long as the CHAMBER meets the requirement of the Scope of Services in section 1.0 above. If required, the CITY will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

The CITY shall not withhold income tax as a deduction from payments to be made under this MOU, provided the CHAMBER provides the necessary Form W-9.

- 3.21** Indemnification. To the fullest extent permitted by law, the CHAMBER, its successors, assigns and guarantors, shall indemnify and hold harmless CITY, its agents, representatives, officers, directors, officials and employees for, from and against all damages, losses, and expenses including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings, to the extent caused by or resulting from the CHAMBER'S violation of any Federal, State, County or City law, regulation or ordinance and to the extent caused by or resulting from any negligent act or omission of the CHAMBER in work or services performed under this MOU and CITY office space and other CITY property, including, but not limited to, the negligent acts or omissions of any subcontractor or anyone directly or indirectly employed by any subcontractor for whose acts the CHAMBER may be liable including any injury or damages claimed by any of the CHAMBER's and subcontractor's employees.

Any settlement of claims shall fully release and discharge the indemnified parties from any further liability for those claims. The settlement of claims and the release and discharge shall be in writing and shall be subject to approval by the CITY, which approval shall not be unreasonably withheld or delayed.

It is agreed that the CHAMBER's indemnity obligations under this MOU are triggered only if the CHAMBER has notice of the allegations, demands, proceedings, suits, actions, claims, damages, losses or expenses contemplated

above.

Insurance provisions set forth in this MOU are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the CHAMBER's obligations to indemnify the CITY under this MOU. The indemnity provisions of this Section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions required pursuant to this MOU.

- 3.22** E-Verify Requirements. To the extent applicable under Ariz. Rev. Stat. § 41-4401, the CHAMBER warrants compliance, on behalf of itself and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Ariz. Rev. Stat. § 23-214(A). The CHAMBER's breach of the above-mentioned warranty shall be deemed a material breach of this MOU and the CITY may terminate the MOU. The CITY retains the legal right to inspect the papers of the CHAMBER or any subcontractor who works on the MOU to ensure that the CHAMBER is complying with the above-mentioned warranty.

4.0 SEVERABILITY AND AUTHORITY

- 4.1** Severability. If any term or provision of this MOU shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this MOU shall remain in full force and effect and such term or provision shall be deemed to be deleted.
- 4.2** Authority. Each party hereby warrants and represents that it has full power and authority to enter into and perform this MOU, and that the person signing on behalf of each party has been properly authorized and empowered to enter into this MOU. Each party further acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this MOU.

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the date and year first set forth above.

“CITY”

CITY OF BUCKEYE, ARIZONA,
a municipal corporation

By _____
Roger Klingler, City Manager

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

“CHAMBER”

BUCKEYE VALLEY CHAMBER OF
COMMERCE, an Arizona non-profit corporation

By: Deanna Kupcik
Its: President and CEO

APPROVED AS TO FORM:

Paul J. Faith, Esq
Attorney for Chamber

**CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT**

MEETING DATE: 06/15/21	AGENDA ITEM: 7.G. 2nd Round Catalyst Applicants
DATE PREPARED: 06/15/21	DISTRICT NO.: All
STAFF LIAISON: Tennille Hiller, Economic Development Coordinator, thiller@buckeyeaz.gov, (623) 349-6973	
DEPARTMENT: Economic Development	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on funding of four recommended Economic Development Catalyst Program requests in the amount of \$42,500, plus certain City fees eligible for reimbursement.

RELEVANT GOALS:

GOAL 2: Enhanced Economic Well-Being and Vitality

ADDITIONAL RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

SUMMARY

PROJECT DESCRIPTION:

Vested in City Ordinance 31-12, The Economic Development Catalyst Program is intended to promote the rehabilitation of existing commercial, industrial or mixed-use properties by offering up to \$50,000 of City funding (per project) toward improvement costs. Commercial, industrial, or mixed-use properties located within the municipal boundaries of the City of Buckeye that are eligible for consideration. These properties must already have applicable zoning or be rezoned before being eligible. The catalyst program is heavily weighted on the applicant's ability to improve their façade, sweat equity / efficiency of work proposed, create jobs or the potential for jobs, expand their business, help advance municipal infrastructure, and / or increase capital investment and retail (TPT) Taxes for Buckeye and will be measured as such. Some of the activities permitted by the program may include: the activities permitted by the program may include:

- Preserving significant historical, architectural or cultural aspects of a building
- Improving the aesthetics of property such as the façade or streetscape
- Landscaping improvements
- Public Parking facilities
- Bringing properties up to current building and development code standards (Exterior)
- Promote commercial redevelopment to add jobs, capital investment, and increase TPT taxes
- Permit fees
- Soft costs (legal, architectural, engineering, etc.)

Over the first 7 years of the Catalyst Program, a total of 29 businesses have been assisted and completed 32 projects, which has helped to improve both the look and economic success of these properties. The Economic Development Catalyst Program reimburses a property owner for pre-approved work completed up to a maximum of \$50,000. Applicants are required to provide a twenty-five percent (25%) match for the 1st \$25,000 of the requested funds and a fifty percent (50%) match for the 2nd \$25,000 of the requested funds. Staff worked with many interested parties and collected applications

for the deadline of April 15, 2021. Staff then discussed the applications with City staff, members of the Main Street Board and members of Buckeye Valley Chamber to vet the four applications received. The group prioritized the value and Return on Investment of the projects per the intent of the program. Furthermore, consideration was given to allocating the monies to generate the most impact to the City. Of the four applications received, the following four have been recommended for Mayor & Council consideration (in alphabetical order, not by priority). These applicants will be available to present information about their projects.

1.American Legion - Project total approx. \$20,632, financial request \$15,482, Business contribution \$5,150. New doorway and 2 shade awnings over doors.

2.B Bar G - Project total approx. \$25,750, financial request \$19,312.50, Business contribution \$6,437.50. Grade parking lot and add new asphalt millings.

3.Odyssey Schools (Apache) - Project total approx. \$4,900 financial request \$3,675, Business contribution \$1,225. New exterior walkway lighting into main entrance of school.

4. Odyssey Schools (OI High School) - Project total approx. \$4,900 financial request \$3,675, Business contribution \$1,225. New exterior walkway lighting into main entrance of school.

BENEFITS:

Generate additional jobs and sales taxes for the City by assisting these businesses through the program. The programs described herein are intended to beautify commercial areas of the City, improve the aesthetic characteristics of the immediate areas.

FUTURE ACTION:

Staff to report on project status / completion at end of fiscal year 20-21 if awards are approved.

FINANCIAL IMPACT STATEMENT:

Upon successful completion of these projects the City anticipates additional sales tax revenues.

CURRENT FISCAL YEAR TOTAL COST:

\$42,500

BUDGETED:

Yes

FISCAL YEAR:

20/21

FUND/DEPARTMENT:

30701187-520023

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

[Ordinance 31-12 - Transaction Privilege Tax.pdf](#)

[Location map round 2.pdf](#)

[American Legion Application and 3 bids.pdf](#)

[Odyssey Apache application and lighting diagram.pdf](#)

[Odyssey High School application and lighting diagram.pdf](#)

[Parking Lot Application and 3 quotes.pdf](#)

ORDINANCE NO. 31-12

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF BUCKEYE, ARIZONA, RELATING TO TRANSACTION PRIVILEGE TAX; DESIGNATING AND ALLOCATING A PORTION OF THE REVENUE RECEIVED FROM THE STATE OF ARIZONA DEPARTMENT OF REVENUE FROM TRANSACTION PRIVILEGE TAXES FOR ECONOMIC DEVELOPMENT PURPOSES; PROVIDING DEFINITIONS AND PROCEDURES FOR THAT PORTION OF THE TRANSACTION PRIVILEGE TAX ALLOCATED AND DESIGNATED AS ECONOMIC DEVELOPMENT FUNDS; AND ACKNOWLEDGING, AUTHORIZING AND RATIFYING THE PLEDGE OF EXCISE TAXES FOR FINANCE PURPOSES IN ORDER TO ACHIEVE HIGHER DEBT RATINGS RESULTING IN LOWER DEBT SERVICE COSTS TO THE TOWN; REPEALING ORDINANCE NO. 23-10 EFFECTIVE OCTOBER 1, 2012; REPEALING ORDINANCE NO. 26-10 EFFECTIVE OCTOBER 1, 2012; REPEALING ORDINANCE NO. 28-10 EFFECTIVE OCTOBER 1, 2012; REPEALING ORDINANCE NO. 35-10 EFFECTIVE OCTOBER 1, 2012.

WHEREAS, the Mayor and Council of the Town of Buckeye (the "Town Council") adopted Ordinance No. 23-10 on June 14, 2010 relating to, among other things, a temporary increase in the tax rate for transaction privilege taxes for certain specific business activities and relating to the designation of the additional revenue from the tax increase to be used for public safety services as set forth in Ordinance No. 23-10;

WHEREAS, the Town Council adopted Ordinance No. 26-10 on September 21, 2010 wherein Town Council, among other things, (i) clarified and affirmed the transaction privilege tax rates to be levied on certain specific business activities conducted within the Town of Buckeye, and (ii) set the additional tax rate in Ordinance No. 26-10 to terminate June 30, 2014, and (iii) designated and allocated a portion of the revenue received from the State of Arizona Department of Revenue from the transaction privilege taxes for economic development purposes, all as set forth in Ordinance No. 26-10;

WHEREAS, the Town Council adopted Ordinance No. 28-10 on September 21, 2010 relating to the definitions and uses of the Economic Development Funds in accordance with the requirements of Ordinance No. 26-10;

WHEREAS, with the exception of the transaction privilege tax rate levied on residential occupancy and on rental, leasing, and licensing for use of real property, the Town Council desires to make permanent the transaction privilege tax increase currently set to terminate June 30, 2014;

WHEREAS, the Town Council desires to clarify and affirm the transaction privilege tax rates to be levied on certain specific business activities conducted within the Town of Buckeye;

WHEREAS, to assist in the creation or retention of jobs or to otherwise improve or enhance the economic welfare of the residents of the Town of Buckeye, the Town Council

desires to designate and allocate a portion of the revenue received from the State of Arizona Department of Revenue from the transaction privilege taxes for economic development purposes;

WHEREAS, the Town Council adopted Ordinance No. 35-10 on November 16, 2010 to clearly state its intent to allow the pledging and lien of its transaction privilege taxes and, through Ordinance No. 35-10 acknowledged, authorized and ratified the pledge of excise taxes for finance purposes in order for the Town to achieve higher debt ratings resulting in lower debt service costs to the Town;

WHEREAS, notwithstanding any allocation or designation to a specific purpose, the Town Council desires to clarify and affirm that transaction privilege tax revenues will be available at any time to pledge or lien as security for and serve as a source of payment for any bond, obligation, lease, purchase agreement, trust agreement or other contract or agreement;

WHEREAS, the pledge by the Town of its transaction privilege taxes is a common and widely used form of municipal finance;

WHEREAS, as a result of the pledge of its transaction privilege taxes the Town is able to obtain better ratings of its finance instruments from national rating agencies, which higher ratings result in lower interest costs and lower debt service costs;

WHEREAS, the Town has previously pledged its transaction privilege taxes in connection with past capital financings and intends to do so in the future;

WHEREAS, the Town desires to clearly state its intent to allow the pledging and lien of its transaction privilege taxes through the adoption of this Ordinance, notwithstanding any terms or provisions of any other ordinance, resolution or agreement of the Town; and

WHEREAS, effective October 1, 2012, the Town Council desires to repeal Ordinance No. 23-10, Ordinance No. 26-10, Ordinance No. 28-10, and Ordinance No. 35-10.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BUCKEYE, ARIZONA, as follows:

Section 1. The foregoing recitals are incorporated as if fully set forth herein.

Section 2. The current transaction privilege tax rates, and the transaction privilege tax rates effective as of October 1, 2012 for the Town of Buckeye and the specific business activities on which the transaction privilege tax rates are to be levied are as set forth in **Exhibit A** attached hereto and incorporated herein by this reference.

Section 3. Subject to the following provisions of this Section 3, six and one-quarter percent (6.25%) of the revenue currently received from the State of Arizona Department of Revenue and the revenue received from the State of Arizona Department of Revenue on or after July 1, 2012 from the transaction privilege taxes levied as approved in Section 2 and Exhibit A of this Ordinance may be designated and allocated as Economic Development Funds. For Fiscal Year 2012-2013 and all fiscal years thereafter, such Economic Development Funds may be used

for economic development purposes and for economic development projects as defined by Ordinance of the Town Council as may be amended from time to time. The revenue received from the State of Arizona Department of Revenue from the transaction privilege taxes levied as approved in Section 2 and Exhibit A of this Ordinance that may be designated and allocated as Economic Development Funds shall be limited to six and one-quarter percent (6.25%) of the revenues that are received from the first two percent (2%) transaction privilege tax levied on the business activities set forth on Exhibit A attached hereto, **EXCEPT** telecommunication services. Any designation and allocation of transaction privilege tax revenue received as Economic Development Funds shall be subject to budget requirements and Town Council approval.

Section 4. For the purposes of this Ordinance, “Economic Development Fund(s)” shall mean only those funds received and held by the Town pursuant to Section 3 of this Ordinance, as such Section may be amended from time to time. Economic Development Funds are public monies and shall be segregated from other monies of the Town. Nothing contained herein shall prevent or prohibit the Town from pledging, encumbering or granting a security interest in all or part of the Town’s transaction privilege taxes, including but not limited to, Economic Development Funds, for any public purpose.

Section 5. Economic Development Funds shall be used for public purposes as permitted by law and this Ordinance and may be paid, spent, allocated, loaned, granted, or otherwise used by the Town Council, in its sole and absolute discretion, for Economic Development Purposes for areas located within or benefitting the annexed Buckeye Municipal Planning Area (the “Buckeye MPA”).

Section 6. For purposes of this Ordinance, Economic Development Projects shall mean any construction, acquisition, planned expenditure or other activity related to or accomplishing a specific Economic Development Purpose.

Section 7. For purposes of this Ordinance, Economic Development Purposes shall mean those public purposes as determined by the Town Council from time to time, in its sole and absolute discretion, which enhance the general health, safety and welfare of the Buckeye MPA, including, but not limited to, the following:

- (a) Qualitative Economic Development Projects;
- (b) Enhanced Town services;
- (c) Elimination or removal of nuisances, dilapidated buildings or facilities;
- (d) Enhanced or additional parking, lighting, pedestrian walkways, landscaping, open spaces or streetscapes;
- (e) Theme or public signage and restoration or improving building facades needed to accomplish a public purpose such as to eliminate slum or blight conditions;
- (f) Improving public infrastructure, including, but not limited to, water and sewer systems and streets;

- (g) Relocation of utilities;
- (h) Marketing and other professional services focusing on economic, commercial, employment and recreational activities or opportunities all of which accomplish a public purpose;
- (i) Acquisition of land or other interests in property necessary for Economic Development Projects;
- (j) Retention of professional services or personnel related to Economic Development Projects; and
- (k) Such other lawful expenditures related to enhancing economic development in the Buckeye MPA.

Section 8. The Town Manager, or authorized designee, shall establish application guidelines and procedures and shall prepare application forms to be utilized by the Town or any person or entity applying for Economic Development Funds.

Section 9. The Town Manager may submit to the Town Council, on the Town's behalf, requests for Economic Development Funds for the payment of the reasonable costs of one or more Economic Development Projects which will be directly managed, controlled, supervised or performed by the Town.

Section 10. Requests by a party other than the Town Manager for Economic Development Funds shall be submitted in writing to the Town Manager, or authorized designee, and shall be in substantial compliance with the requirements of the application guidelines and procedures established by the Town. The Town Manager or authorized designee shall review such requests and, upon the Town Manager's determination that the written application is in substantial compliance with the Town requirements, will forward a recommendation for approval or rejection to the Town Council. The Town Council may approve, reject or modify, in its sole and absolute discretion, any request for Economic Development Funds.

Section 11. The Town Manager, or authorized designee, may submit proposed Economic Development Projects that further the purpose of this Ordinance through the annual budget process and/or other times as necessary.

Section 12. Notwithstanding any terms or provisions of any ordinance, resolution or agreement of the Town of Buckeye, or any appropriation, allocation, designation or commitment of the Town's transaction privilege taxes, the Town acting through the Town Manager, the Town Finance Department or their designees, may pledge, encumber or grant an interest in all or part of the Town's transaction privilege taxes and other revenues included in the definition of "excise taxes" in the applicable finance documents, including but not limited to, State shared sales and income taxes and State revenue sharing collected and allocated or apportioned fines, forfeitures, license and permit fees, franchise fees, other transaction privilege, excise and business taxes, bed

and rental taxes, as security for payment of any bond, obligation, lease, purchase agreement, trust agreement or other contract or agreement.

Section 13. Any pledge, encumbrance or grant of security interest of the Town's excise tax made, including but not limited to the Town's Excise Tax Revenue Refunding Obligation, Series 2010 and three loans from the Greater Arizona Development Authority, shall constitute a first lien on such excise taxes.

Section 14. The Town Council, on September 20, 2011, adopted Ordinance No. 30-11, which among other things, adopted the Town of Buckeye Tax Code (the "Tax Code") and, through Ordinance No. 30-11, the Tax Code was inserted into the Town Code of the Town of Buckeye, Arizona (the "Town Code") as a new Chapter 13, Tax Code. The intent of inserting the new Chapter 13, Tax Code, into the Town Code was to renumber the tax code provisions contained in another chapter of the Town Code; there was no intent to set or change transaction privilege tax rates in adopting Chapter 13 or to create any conflict or inconsistencies with the transaction privilege tax rates adopted in Ordinance No. 26-10 on September 21, 2010. Therefore, the Town Council hereby ratifies and confirms, up to October 1, 2012, those transaction privilege tax rates adopted by Town Council in Ordinance No. 26-10.

Section 15. Ordinance No. 23-10 is repealed in its entirety effective October 1, 2012.

Section 16. Ordinance No. 26-10 is repealed in its entirety effective October 1, 2012.

Section 17. Ordinance No. 28-10 is repealed in its entirety effective October 1, 2012.

Section 18. Ordinance No. 35-10 is repealed in its entirety effective October 1, 2012.

Section 19. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of portion hereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 20. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

PASSED AND ADOPTED by the Town Council of the Town of Buckeye, Arizona, this 4th day of June, 2012.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Jackie A. Meck, Mayor

ATTEST:

Lucinda J. Aja, Town Clerk

APPROVED AS TO FORM:

Scott W. Ruby, Town Attorney

EXHIBIT A
TO
ORDINANCE NO. 31-12

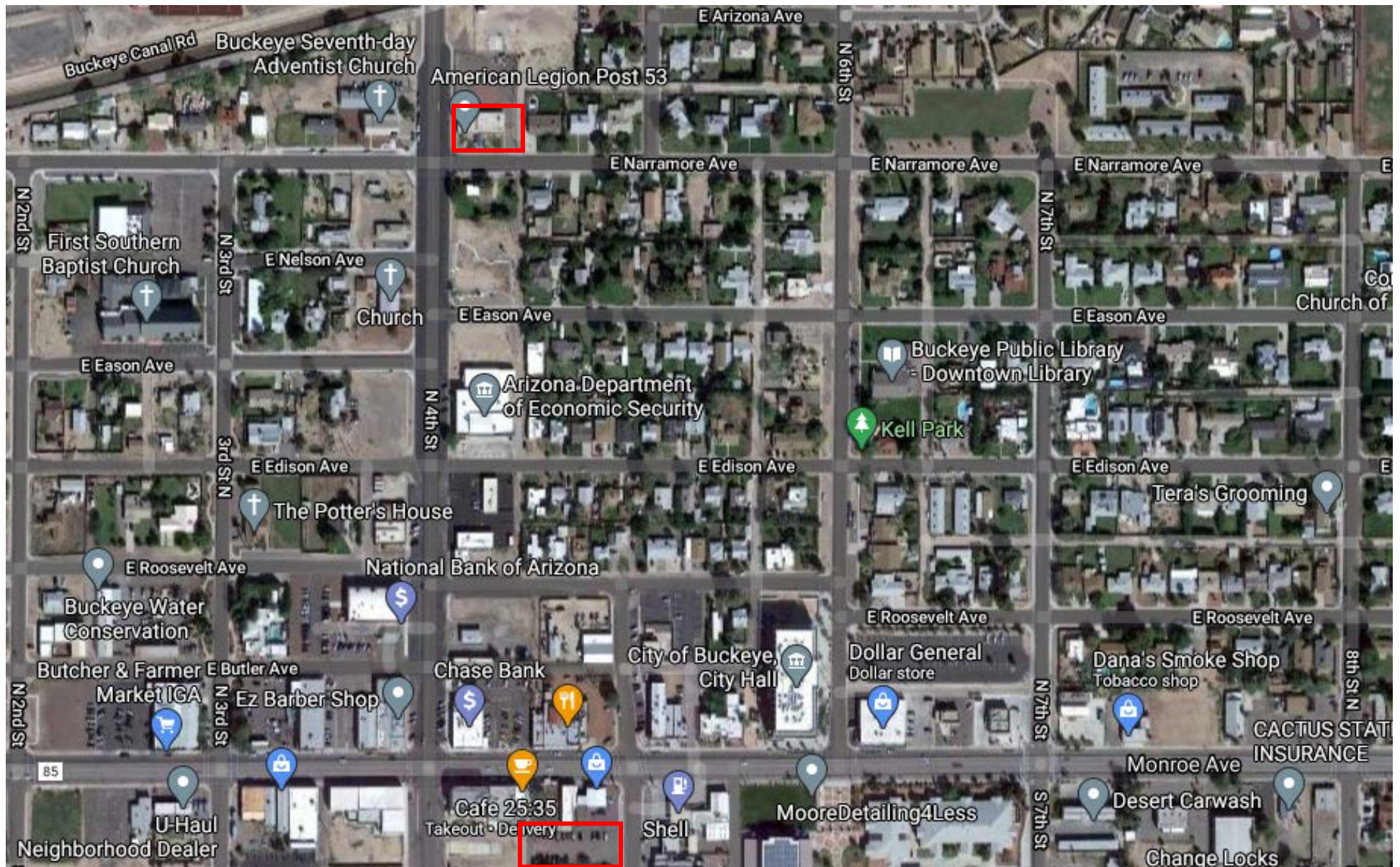
[Table setting forth transaction privilege tax rates for the Town of Buckeye and the specific business activities on which the tax rates are to be levied]

(See following page.)

TOWN OF BUCKEYE TRANSACTION PRIVILEGE TAX TABLE (Exhibit "A")

Section	Business Activities	Tax Rate	
		Current Tax Rate ¹	Effective 10/01/2012 ¹
13-405	Advertising.	3%	3%
13-410	Amusements, exhibitions, and similar activities.	3%	3%
13-415	Construction contracting: construction contractors.	3%	3%
13-416	Construction contracting: speculative builders.	3%	3%
13-417	Construction contracting: owner-builders who are not speculative builders.	3%	3%
13-420	Feed at wholesale.	3%	3%
13-425	Job printing.	3%	3%
13-427	Manufactured buildings.	3%	3%
13-430	Timbering and other extraction.	3%	3%
13-432	Mining.	3%	3%
13-435	Publishing and periodicals distribution.	3%	3%
13-440	Rental occupancy.	3%	2%
13-444	Hotels.	3%	3%
13-445	Rental, leasing, and licensing for use of real property.	3%	2%
13-450	Rental, leasing and licensing for use of tangible personal property.	3%	3%
13-455	Restaurants and Bars.	3%	3%
13-460	Retail sales: measure of tax; burden of proof; exclusions.	3%	3%
13-470	Telecommunication services.	4%	4%
13-475	Transporting for hire.	3%	3%
13-480	Utility services.	3%	3%

¹ The revenue currently received, and received on or after July 1, 2012, from the State of Arizona Department of Revenue from the transaction privilege taxes levied as approved in Section 2 and Exhibit A of this Ordinance that may be designated and allocated as Economic Development Funds shall be limited to six and one-quarter percent (6.25%) of the revenues that are received from the first two percent (2%) transaction privilege tax levied on the business activities set forth on this Table **EXCEPT** telecommunication services. Any designation and allocation of transaction privilege tax revenue received as Economic Development Funds shall be subject to budget requirements and Town Council approval. **(For exact text, see Ordinance No. 31-12 adopted June 4, 2012.)**



Catalyst Applicants – Location Map



American Legion – 402 E. Narramore Ave.



B Bar G – Parking lot 407 W Monroe Ave.



Odyssey School – Apache Campus: 6500 S Apache Rd.



Odyssey OI Campus: 1495 S Verrado Way



City of Buckeye
Economic Development
Catalyst Program Application Program Year 20-21

Applicant/Business Name: American Legion Property/Building Owner: Buckeye elementary School District 33
Project Address/Location: 402 East Narramore Avenue
Current Zoning District: CC Parcel Number(s): 400-18-001, 400-18-002, 400-18-003, 400-18-004
Year Purchased: N/A Year Built: N/A
Name of Tenant: American Legion Lease Expiration Date: N/A

Total Anticipated Budget: \$20,631.50
Total Anticipated Financial Request: \$16,000
Will this project require any City permits? ☒ Yes ☐ No
Please describe: Addition of 1 exit doorway on north side of building. Addition of 2 shade awnings at 2 exit doors on the North side of building.
(For permit information, please contact the City of Buckeye at (623) 349-6200)
If you are not the building owner, do you have permission from the building owner to make the described improvements? ☒ Yes ☐ No
Estimated start date Summer 2021
Estimated completion date Summer 2021

Applicant Name: Jeffrey Serbin
Company/Business: Serbin Studio Inc.
COB Business License Number: _____
Phone: 602.230.1299 **Fax:** _____
E-mail: jeff@serbinstudio.com
Address: 11442 South Wilson Lane
City: Goodyear **State:** Az **Zip:** 85338

Contractor: TBD
Company: _____
AZ/Buckeye License Number: _____
Phone: _____ **Fax:** _____
E-mail: _____
Address: _____
City: _____ **State:** _____ **Zip:** _____

Economic Development Department

530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com

*Site Plan may be required



City of Buckeye Economic Development Catalyst Program Application

Project Narrative: (provide additional sheets as needed)

Project includes the addition of a new exit door from the main meeting space on the Northeast side to the existing parking area. Minor structural upgrade required for new door opening. Shade canopy at new doorway with some minor concrete work at exterior door landing.

Matching shade canopy at existing door on the northwest side of the building with minor concrete work at exterior door landing.

Project will include lot combination as required by City of Buckeye.

Description of Work: (provide additional sheets as needed)

Economic Development Department

530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com



City of Buckeye Economic Development Catalyst Program Application

BUDGET

(anticipated; including soft costs, hard costs and in-kind labor if applicable)

ACTIVITY	ESTIMATED COST
Example: Landscaping, bushes, trees	\$550.00
Dumpster	\$ 1,215
Demolition	\$ 4,200
Concrete	\$ 1,650
Electrical	\$ 1,729
Doors and Trim	\$ 3,037.50
Steel Awning	\$ 5,200
	\$
Architectural Design and documentation	\$ 3,600
	\$
	\$
	\$
TOTAL ANTICIPATED AWARD:	\$ 20,631.50
PLEASE ATTACH THREE (3) COMPARABLE WRITTEN BIDS FOR THE PROJECT (Bids for grant requests less than \$4,999 not required but are encouraged)	

Economic Development Department

530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com



City of Buckeye
Economic Development
Catalyst Program Application

PLEASE ATTACH A 8.5" X 10" (or smaller) COLOR PICTURE OF EXISTING BUILDING/PROPERTY:

See attached drawings.

Economic Development Department

530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com



I, Jeffrey Serbin, hereby make an Application to the City of Buckeye for the Economic Development Catalyst Program Award in the anticipated amount of \$ 16,000. I understand that the City must approve my Application. I further understand that these monies are NOT GUARANTEED and if I fail to meet any of the rules, regulations, or guidelines outlined in the Economic Development Catalyst Program Process Guide, I forfeit the right to receive reimbursement for any and all work performed on my property. If approved, I understand that all work performed must comply with all City of Buckeye Building and Development Codes, as amended.

4.15.2021
Date

Date

City of Buckeye
530 East Monroe Avenue
Buckeye, AZ 85326

Buckeye Economic Development Catalyst Program Application (FY20/21)

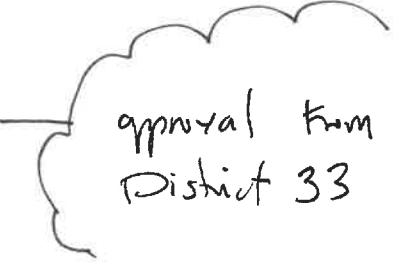
Jeffrey Serbin

From: DANIEL STARK <dstark5@cox.net>
Sent: Friday, March 26, 2021 9:20 AM
To: jeff@serbinstudio.com
Cc: gnclapp12@gmail.com; legionpost53@gmail.com; waynefw12098@gmail.com; stevequint15@gmail.com
Subject: Fwd: Re: Vfw proposal

From the school district for your records

----- Original Message -----

From: Drew Davis <ddavis@besd33.org>
To: DANIEL STARK <dstark5@cox.net>
Date: March 25, 2021 at 12:26 PM
Subject: Re: Vfw proposal



approval from Buckley Elementary
District 33 for the project

Thank you for the follow up information, Dan. We remain supportive of the project!

Please don't hesitate to reach out if you have any questions or concerns.

Have a great day,

Drew

On Mon, Mar 22, 2021 at 9:14 AM DANIEL STARK <dstark5@cox.net> wrote:

We are looking to move forward on this project for the door with your blessing

Dan Stark

----- Original Message -----

From: Wayne Carpenter <waynefw12098@gmail.com>
To: Daniel Stark <dstark5@cox.net>, Gilbert Clapp <gnclapp12@gmail.com>, Larry Lariviere <smareaux@aol.com>, Steve Quinton <stevequint15@gmail.com>
Date: March 22, 2021 at 11:51 AM
Subject: Fwd: Vfw proposal

I received this email from the architect this morning. As you can see time is of the essence if we want to qualify this project with the City.

If we do not wish to move forward, please advise.

Wayne Carpenter

----- Forwarded message -----

From: Wayne Carpenter <waynefw12098@gmail.com>

Date: Mon, Mar 22, 2021 at 8:22 AM
Subject: Re: Vfw proposal
To: Jeff Serbin <jeff@serbinstudio.com>

Ok, I will let you know. Sorry for the confusing our end.

On Mon, Mar 22, 2021 at 8:18 AM Jeff Serbin
<jeff@serbinstudio.com> wrote:

Wayne

Just checking in to see if you have any direction on the project. In regards to schedule, will need to begin early this week to keep on schedule and be able to submit for catalyst grant. Goal would be to have something to show you towards end of week or early next week to get into the hands of contractor by mid /end of next week to give them +-2 weeks to get construction bids. Then, Submit to city of buckeye for catalyst grant.

Let me know

Jeff Serbin

Sent from my iPhone

Daniel R. Stark

Life's A Beach

--

Dr. Drew Davis
Assistant Superintendent of Operations and Innovations
Buckeye Elementary School District









NEW STEEL AWNING ABOVE DOORWAY.
SEE DRAWINGS.



REMOVE PORTION OF CONCRETE. NEW
CONCRETE AS SHOWN ON DRAWINGS





NEW DOOR OPENING WITH
CONCRETE SLAB AND SHADE
AWNING ABOVE. SEE DRAWINGS

AMERICAN LEGION - BUCKEYE

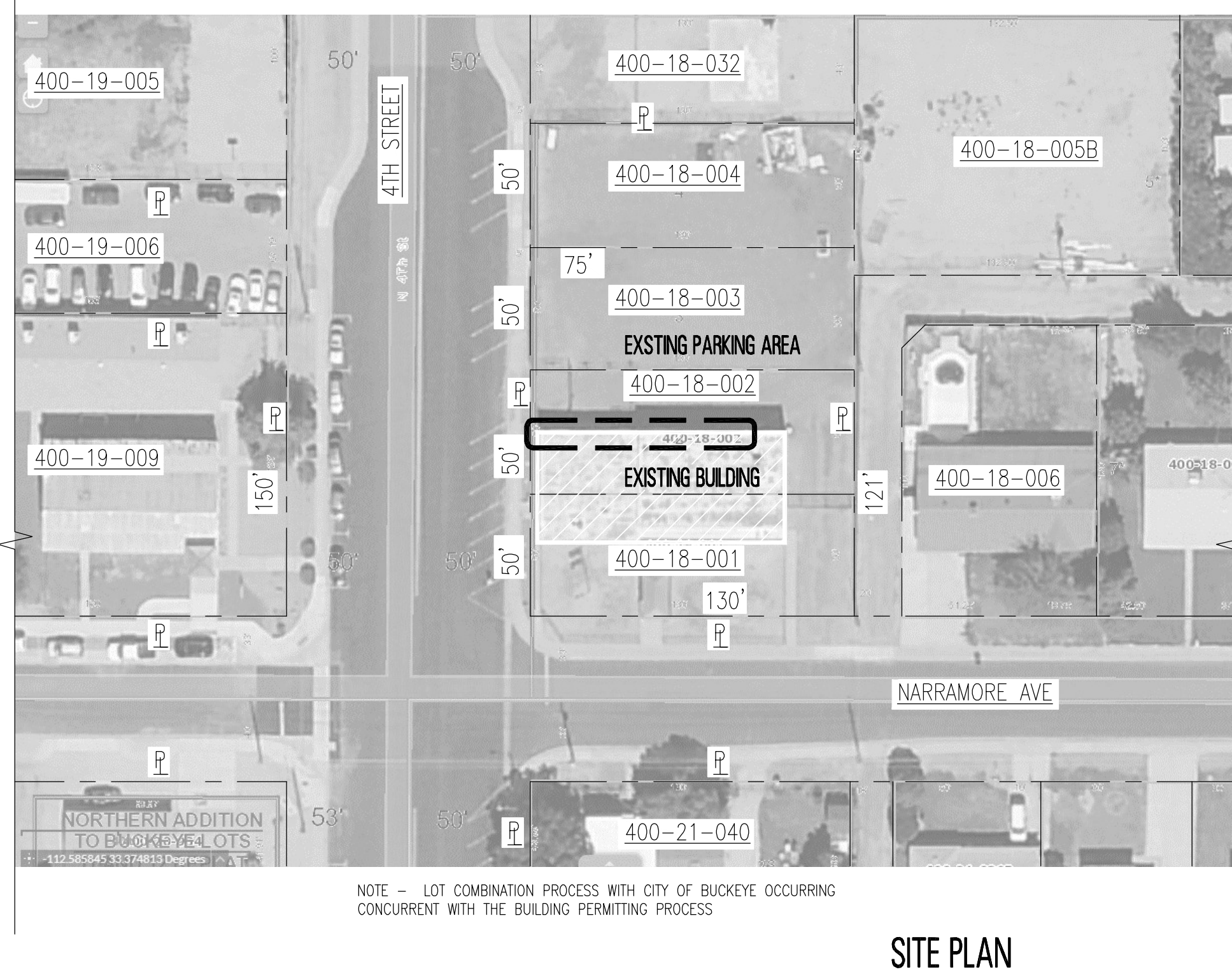
1. THE CONTRACTOR WILL INSPECT THE PREMISES IMMEDIATELY TO VERIFY EXISTING WORKING CONDITIONS. SHOULD THE CONTRACTOR FIND CONDITIONS WHICH HE BELIEVES WOULD IMPEDE HIS WORK, THEN SUCH CONDITIONS MUST BE REPORTED IMMEDIATELY TO THE ARCHITECT. FAILURE TO SO ADVISE WILL CONSTITUTE NOTICE THAT CONTRACTOR IS FULLY SATISFIED WITH THE EXISTING CONDITIONS AND THAT HE INTENDS TO PERFORM HIS OBLIGATIONS WITH NO ALLOWANCE IN EITHER TIME OR MONEY FOR ANY IMPEDIMENTS TO HIS WORK.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN FIELD. IF DIMENSIONAL ERROR OCCURS OR CONDITIONS NOT COVERED IN THE DRAWINGS ARE ENCOUNTERED, CONTRACTOR SHALL NOTIFY THE ARCHITECT BEFORE COMMENCING THAT PORTION OF THE WORK.
3. ALL WORK SHALL COMPLY WITH ALL APPLICABLE CODES, ORDINANCES, FEDERAL, STATE AND LOCAL LAWS.
4. ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, USED, CLEANED AND CONDITIONED IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN SPECIFICATIONS AND INSTRUCTIONS UNLESS HEREIN AFTER SPECIFIED TO THE CONTRARY.
5. CUTTING AND PATCHING WHERE EXISTING CONSTRUCTION IS CUT OR OTHERWISE DISTURBED TO PERMIT INSTALLATION OF NEW WORK, MATCH AND PATCH EXISTING DISTURBED CONSTRUCTION. USE METHODS AND MATERIALS SIMILAR IN APPEARANCE AND EQUAL IN QUALITY TO AREAS OR SURFACES BEING REPAIRED.
6. DIMENSIONS TAKE PRECEDENCE OVER SCALE ON CONSTRUCTION DOCUMENTS.
7. WHEN WORK NOT SPECIFICALLY CALLED OUT IS REQUIRED TO COMPLETE THE PROJECT, IT SHALL BE PROVIDED AND BE OF THE BEST MATERIALS AND WORKMANSHIP.
8. UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL PROVIDE AND PAY FOR ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, CONSTRUCTION EQUIPMENT AND MACHINERY, TRANSPORTATION, AND OTHER FACILITIES AND SERVICES NECESSARY FOR PROPER EXECUTION AND COMPLETION OF THE WORK.
9. CONTRACTOR SHALL GUARANTEE ALL WORKMANSHIP AND MATERIALS IN WRITING FOR A PERIOD OF ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION.
10. THE CONTRACTOR SHALL VERIFY ALL MECHANICAL, PLUMBING AND ELECTRICAL REQUIREMENTS PRIOR TO COMMENCEMENT OF THE JOB.
11. THE CONTRACTOR WARRANTS TO THE OWNER AND THE ARCHITECT THAT ALL MATERIALS AND EQUIPMENT FURNISHED UNDER THIS CONTRACT WILL BE NEW UNLESS OTHERWISE SPECIFIED; AND THAT ALL WORK WILL BE GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS. ALL WORK NOT SO CONFORMING TO THESE STANDARDS MAY BE CONSIDERED DEFECTIVE. IT IS UNDERSTOOD THAT NO INFERIOR OR NON-CONFORMING WORK OR MATERIALS WILL BE ACCEPTED, WHETHER DISCOVERED AT THE TIME THEY ARE INCORPORATED IN THE WORK, OR AT ANY TIME BEFORE OR AFTER THE FINAL ACCEPTANCE. IF REQUIRED BY THE ARCHITECT, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF MATERIALS AND EQUIPMENT.
12. THE WARRANTIES AND GUARANTIES PROVIDED IN THE CONSTRUCTION DOCUMENTS SHALL BE IN ADDITION TO AND NOT IN LIMITATION OF ANY OTHER WARRANTY OR GUARANTY OR REMEDY REQUIRED BY LAW OR BY THE CONSTRUCTION DOCUMENTS.
13. ANY ANTICIPATED CUTTING, DRILLING OR ANCHORING OF POST TENSIONED CONCRETE SLABS SHALL BE REQUIRED TO BE APPROVED IN WRITING BY THE ARCHITECT BEFORE PROCEEDING. CONTRACTOR SHALL X-RAY PENETRATION LOCATIONS PRIOR TO BEGINNING THE WORK AND PROVIDE EVIDENCE OF SAME TO THE ARCHITECT.
14. THE CONTRACTOR SHALL REVIEW FIELD CONDITIONS AND FURRED OUT PERIMETER WALLS, MAKING ALLOWANCE TO INSURE THAT ALL ELECTRICAL/TELEPHONE AND MISCELLANEOUS COVER PLATES AND JUNCTION BOXES WILL FLUSH OUT EXACTLY TO FINISHED FACE, SUCH THAT NO GAPS ARE EVIDENT.
15. WE CERTIFY TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF THAT THE DESIGN OF THIS PROJECT COMPLIES WITH THE APPLICABLE PROVISIONS OF THE REQUIREMENTS OF SECTIONS 34-401 TO 34-411 INCLUSIVELY OF THE STATUTES OF THE STATE OF ARIZONA - ARCHITECTURAL BARRIERS TO THE HANDICAPPED.
16. THE CONTRACTOR SHALL COMPLY WITH ALL CODES AND ORDINANCES AS ESTABLISHED BY THE CITY COUNTY.
17. THE GENERAL CONTRACTOR SHALL COORDINATE ALL TRADES AND METHODS OF CONSTRUCTION AS REQUIRED FOR COMPLETION OF THIS PROJECT IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONSTRUCTION DOCUMENTS.
18. EACH CONTRACTOR IS TO VERIFY ALL EXISTING CONDITIONS AT THE SITE AND BE RESPONSIBLE FOR PROTECTING AND OR REMOVING AND REPLACING EXISTING SITE IMPROVEMENTS AS REQUIRED TO PERFORM THE INTENDED WORK.
19. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATIONS OF ALL UTILITIES PRIOR TO EXCAVATION. THE CONTRACTOR SHALL CAP ALL ABANDONED UTILITIES AND SHALL REPLACE ALL ACTIVE UTILITIES THAT ARE DAMAGED.
20. ALL REMOVED MATERIALS AND ALL CONSTRUCTION DEBRIS SHALL BE LEGALLY DISPOSED OF BY THE CONTRACTOR. KEEP AREA BROOM CLEAN.
21. AREAS AND ITEMS TO REMAIN THAT ARE DISTURBED AND OR DAMAGED DURING CONSTRUCTION SHALL BE RESTORED TO MATCH ADJACENT MATERIALS WHETHER OR NOT SPECIFICALLY INDICATED ON THE DOCUMENTS.
22. DIMENSIONS SHOWN ON THE DRAWINGS ARE TAKEN FROM THE PROPERTY LINE, THE FACE OF STREET CURBS, THE CENTERLINE OF COLUMNS, AND THE FACE OF CONCRETE, MASONRY, OR STUDS UNLESS OTHERWISE NOTED ON THE DRAWINGS.
23. ALL SIGNS WILL REQUIRE A SEPARATE PERMIT.
24. REFER TO SPECIFICATIONS BOOKLET FOR MORE INFORMATION.
25. BLUE STAKE REQUIRED BEFORE PROJECT COMMENCEMENT.

CODES APPLIED
2018 INTERNATIONAL BUILDING CODES
2018 INTERNATIONAL RESIDENTIAL CODE
2018 INTERNATIONAL MECHANICAL CODES
2018 INTERNATIONAL PLUMBING GLODE
2017 NATIONAL ELECTRICAL CODE
2016 INTERNATIONAL FUEL GAS CODE
2018 INTERNATIONAL ENERGY CONSERVATION CODE
2018 INTERNATIONAL EXISTING BUILDING CODE
AMMENDMENTS BY CITY OF BUCKEYE TO ABOVE CODES
CITY OF BUCKEYE PLANNING AND ZONING CODES AND ORDINANCES
CITY OF BUCKEYE SIGN CODES

- CITY OF BUCKEYE NOTES FOR CONSTRUCTION**
1. SUBSTITUTIONS IN TYPE AND/OR DEVIATIONS IN SIZE OR QUANTITY FROM THIS LANDSCAPE & IRRIGATION PLAN SHALL NOT BE PERMITTED WITHOUT WRITTEN APPROVAL OF THE CITY OF BUCKEYE (CONTACT THE DESIGNATED PLANNER/PROJECT COORDINATOR REGARDING PLANT SUBSTITUTIONS 623-349-6200).
 2. ALL EXISTING LANDSCAPE INCLUDING TREES, SHRUBS AND IRRIGATION SYSTEMS THAT ARE DESIGNATED TO REMAIN IN THE APPROVED LANDSCAPE PLANS, AND ARE DAMAGED OR DESTROYED DURING CONSTRUCTION, WILL BE REPLACED IN KIND BY THE CONTRACTOR.
 3. THE CITY SHALL BE NOTIFIED 24 HOURS PRIOR TO ANY CONSTRUCTION WORK AND INSPECTIONS (602-349-6200).
 4. ALL CONSTRUCTION SHALL CONFORM WITH THE LATEST MAG STANDARD DETAILS AND SPECIFICATIONS AND THE CITY'S SUPPLEMENTAL DETAILS AND SPECIFICATIONS.
 5. THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH THE CITY REQUIREMENTS PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS. HOWEVER, SUCH REVIEW SHALL NOT PREVENT THE CITY FROM REQUIRING CORRECTION OR ERRORS IN PLANS FOUND TO BE IN VIOLATION OF ANY LAW OR ORDINANCE.
 6. THIS APPROVAL IS VALID FOR A PERIOD OF ONE YEAR. CONSTRUCTION PERMITS SHALL BE OBTAINED DURING THIS PERIOD OR THE PLANS SHALL BE RESUBMITTED FOR REVIEW AND APPROVAL.
 7. AN APPROVED SET OF PLANS SHALL BE AVAILABLE ON THE JOB SITE AT ALL TIMES.
 8. RIGHT-OF-WAY IMPROVEMENTS SHALL NOT BE ACCEPTED UNTIL "AS-BUILT" PLANS HAVE BEEN SUBMITTED AND APPROVED BY THE CITY (SEE AS-BUILT REQUIREMENTS).
 9. THE DEVELOPER IS RESPONSIBLE FOR THE REMOVAL OR RELOCATION OF ALL OBSTRUCTIONS WITHIN THE RIGHT-OF-WAY PRIOR TO STARTING NEW CONSTRUCTION.
 10. THE DEVELOPER IS RESPONSIBLE FOR ARRANGING THE RELOCATION AND ASSOCIATED COSTS OF ALL UTILITIES. A UTILITY RELOCATION SCHEDULE SHALL BE SUBMITTED PRIOR TO THE ISSUANCE OF PERMITS.
 11. THE DEVELOPER IS RESPONSIBLE FOR OBTAINING OR DEDICATING ALL REQUIRED RIGHTS-OF-WAY AND EASEMENTS TO THE CITY PRIOR TO ISSUANCE OF PERMITS.
 12. THE CONTRACTOR SHALL BLUE STAKE (602-263-1100) AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
 13. THE CONTRACTOR SHALL BARRICADE CONSTRUCTION SITES AT ALL TIMES PER THE CITY OF PHOENIX TRAFFIC BARRICADE MANUAL. WHEN REQUIRED BY THE CITY, A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED FOR APPROVAL IN ADVANCE OF CONSTRUCTION.
 14. THE CONTRACTOR MAY REQUEST A FIRE HYDRANT METER FOR CONSTRUCTION WATER FROM THE PUBLIC WORKS DEPARTMENT (602-349-6800). THIS METER SHOULD BE ORDERED TWO WORKING DAYS PRIOR TO THE START OF CONSTRUCTION. THE UNLAWFUL REMOVAL OF WATER FROM A FIRE HYDRANT IS A VIOLATION OF THE MUNICIPAL CODE, PUNISHABLE BY FINE AND/OR IMPRISONMENT.
 15. PRIVATE ON-SITE WATER AND SEWER LINES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE UNIFORM PLUMBING CODE, N.F.P.A. AND IN THE INTERNATIONAL FIRE CODE 2006 (WITH CITY AMENDMENTS) AS ADOPTED BY THE CITY OF BUCKEYE.



GENERAL NOTES



SITE PLAN

SCALE:



GENERAL NOTES

- A. BUILDING FOOTPRINT TO REMAIN THE SAME. NO ADDITIONS.
- B. NORTH END OF BUILDING AFFECTED BY IMPROVEMENTS.
- C. SHADE CANOPY FOR 2 DOORWAYS ON NORTH SIDE OF BUILDING.
- D. EXISTING ASPHALT THROUGHOUT SITE TO REMAIN AS IS.
- E. BUILDING EXITING TO CHANGE. ADDED EXIT TO MAIN HALL OF BUILDING.
- F. EXISTING PARKING TO REMAIN AS IS.
- G. WATER PROVIDER - CITY OF BUCKEYE.
- H. MAINTENANCE PROVIDER - PROPERTY OWNER.
- I. QUANTITY OF LANDSCAPE AREA - NOT APPLICABLE.
- J. FIRE HYDRANTS - NO MODIFICATIONS.

SYMBOL LEGEND

- [] AREA OF IMPROVEMENTS
[] EAST FACADE ELEVATION

LOT SIZE - 26,000 S.F.
PARCEL # - 400-18-001
- 400-18-002
- 400-18-003
- 400-18-004

MCR - 046-17
SECTION TOWNSHIP RANGE - 5 1S 3W
SUBDIVISION - WATSON ADD PLAT 1
LOT - 1, 2, 3 & 4

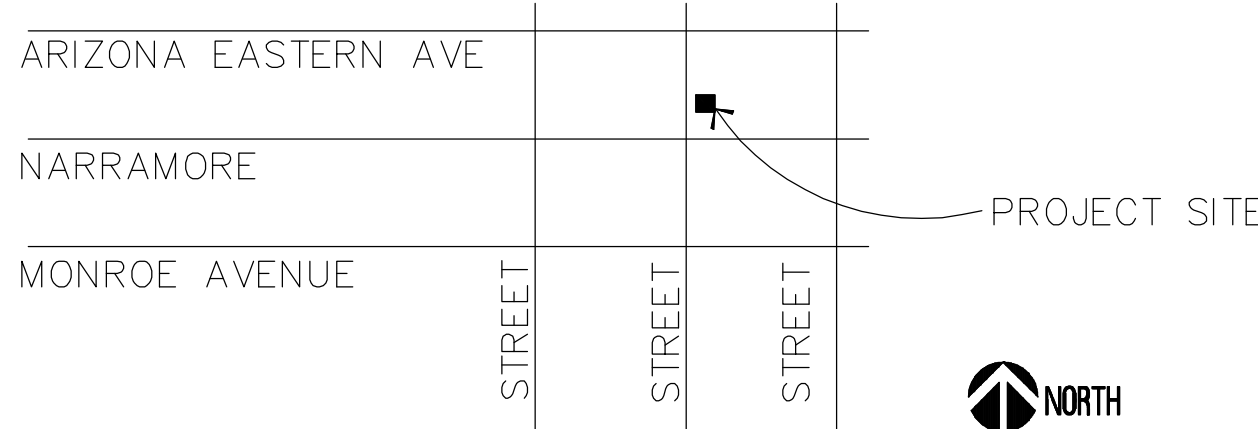
ARCHITECTURAL

- G1.0 Cover Sheet, Code Information & General Notes
A1.1 Demo and New Floor Plans
A3.1 Demo and New North Building Elevations
A8.1 Details

SUBMITTAL
DATE

REVISION

DRAWING INDEX



VICINITY MAP / PARCEL INFO

FACADE REMODEL TO ADD 1 NEW DOORWAY AND 2 SHADE CANOPIES TO NORTH SIDE OF BUILDING. MINOR SIDEWALK WORK AT DOORWAYS.

ADDRESS	402 EAST NARRAMORE AVENUE
ASSESS. PARCEL #	400-18-001 / 400-18-002 / 400-18-003 / 400-18-004
ZONING	CC
OCCUPANCY	BUSINESS - APPROXIMATELY 3,962 S.F.
TYPE OF CONSTRUCTION	VN
OCCUPANCY	BUSINESS - COMMERCIAL
OCCUPANCY CONTENT (MAX.)	TO REMAIN UNCHANGED - FACADE UPGRADES
REQ'D EXIT UNITS	2 AT SPACE AFFECTED
PROVIDED EXIT	3 PROVIDED AT SPACE AFFECTED
FIRE SPRINKLERS	NA
STAND PIPES	NA
FIRE ALARMS	1
EMERGENCY LIGHTING	1
NUMBER OF STORIES	1

ALL PRODUCTS LISTED BY I.C.B.O./N.E.R. NUMBER(S) SHALL BE INSTALLED PER THE REPORT AND MANUFACTURER'S WRITTEN INSTRUCTIONS. PRODUCT SUBSTITUTION(S) FOR PRODUCT(S) LISTED SHALL ALSO HAVE I.C.B.O. APPROVED EVALUATION REPORT(S) OR BE APPROVED AND LISTED BY OTHER NATIONALLY RECOGNIZED TESTING AGENCIES.

PROJECT DIRECTORY

PROPERTY OWNER:	BUCKEYE ELEMENTARY SCHOOL DISTRICT 33 25555 WEST DURANGO STREET BUCKEYE, ARIZONA	(602)212-5413
PROPERTY USER:	AMERICAN LEGION 402 EAST NARRAMORE AVENUE BUCKEYE, ARIZONA	(623)258-0948
ARCHITECT:	SERBIN STUDIO INC 11442 SOUTH WILSON LANE GOODYEAR, ARIZONA 85338 JEFFREY SERBIN EMAIL: JEFF@SERBINSTUDIO.COM	(602)230-1299
STRUCTURAL ENG:	HAROLD HALL, P.E. 1121 E MARCH STREET SAN TAN VALLEY, AZ 85140 HAROLD HALL EMAIL: HEHALL@LIVE.COM	(480)220-4643

REFERENCE SITE PLAN / AERIAL

PROJECT DIRECTORY

PROJECT SCOPE

Revision

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11442 South Wilson Lane
Goodyear, Az 85338
Phone 602.230.1299
www.serbinstudio.com

NOT FOR CONSTRUCTION

EXPIRES 12/31/18

AMERICAN LEGION - BUCKEYE
402 EAST NARRAMORE AVENUE
BUCKEYE, ARIZONA

- DESIGN DEVELOPMENT
- NOT FOR CONSTRUCTION
- CONSTRUCTION DOCUMENT
- 100% FOR CONSTRUCTION
- RECORD DRAWINGS

Project No. 2021_006

Plan Check No.

Design Review No.

Checked By

Drawn By SERBIN

Date 4/13/2021

Sheet No.

G1.0

Title.

Revision	
1	COORDINATION 04_13_2021

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NOT FOR CONSTRUCTION

EXPIRES 12/31/18

AMERICAN LEGION – BUCKEYE
402 EAST NARRAMORE AVENUE
BUCKEYE, ARIZONA

DEMO / PROPOSED
EXTERIOR ELEVATION

- DESIGN DEVELOPMENT
- NOT FOR CONSTRUCTION
- CONSTRUCTION DOCUMENT
- 100% FOR CONSTRUCTION
- RECORD DRAWINGS

Project No. 2021_006

Plan Check No.

Design Review No.

Checked By

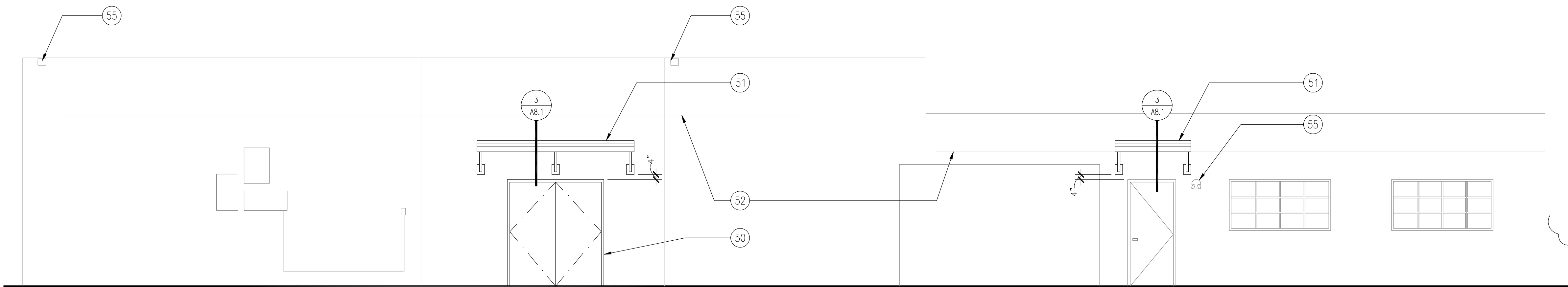
Drawn By SERBIN

Date 4/13/2021

Sheet No.

A3.1

Title.

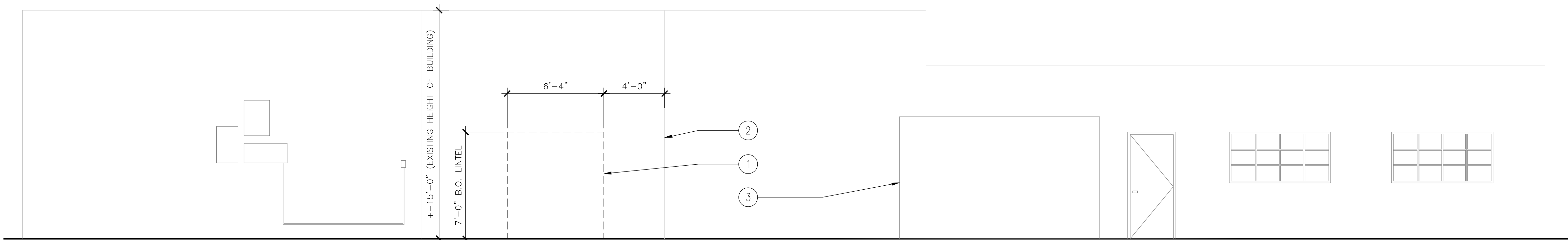


KEYNOTES

- NEW (2) 3'-0" H.M. DOOR AND FRAME. SEE SHEET A1.1 FOR DOOR HARDWARE SPECIFICATIONS.
- NEW STEEL AWNING.
- DASHED LINE INDICATES LAYIN CEILING BEYOND WITHIN INTERIOR OF BUILDING FOR REFERENCE.
- NOT USED.
- NOT USED.
- EXISTING LIGHT FIXTURE TO REMAIN AT DOORWAYS.

2 NEW NORTH ELEVATION

SCALE: 1/4"=1'-0"

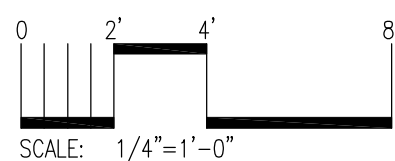


DEMO KEYNOTES

- REMOVE PORTION OF CMU. HEADER AT 7'-0" A.F.F. SEE STRUCTURAL DETAIL ON SHEET A8.1 FOR NEW STEEL LINTEL AT NEW WALL OPENING.
- EXISTING CMU WALL JOINT FOR REFERENCE.
- EXISTING FENCE ENCLOSURE TO REMAIN AS IS.

1 EXISTING / DEMOLITION NORTH ELEVATION

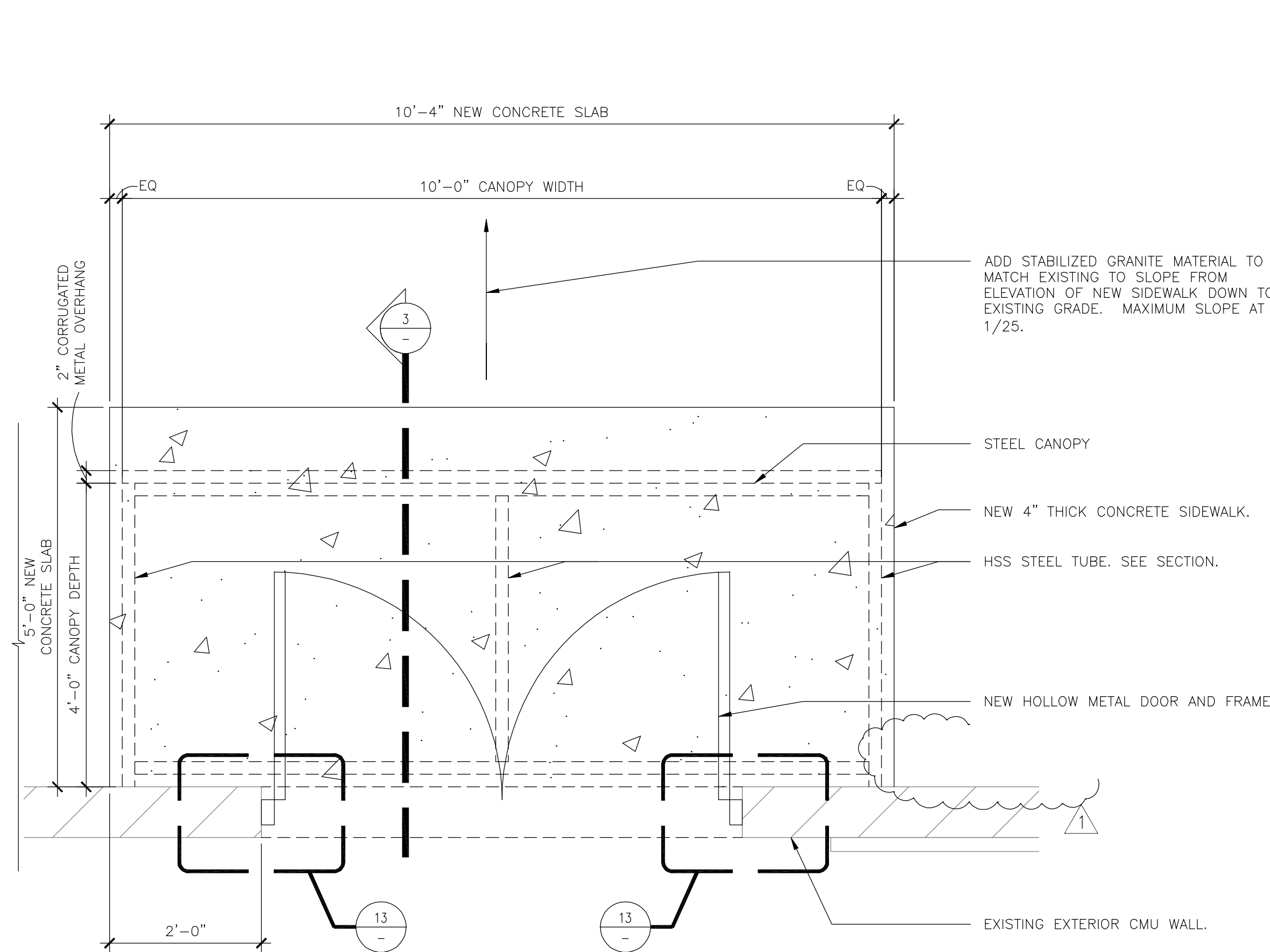
SCALE: 1/4"=1'-0"



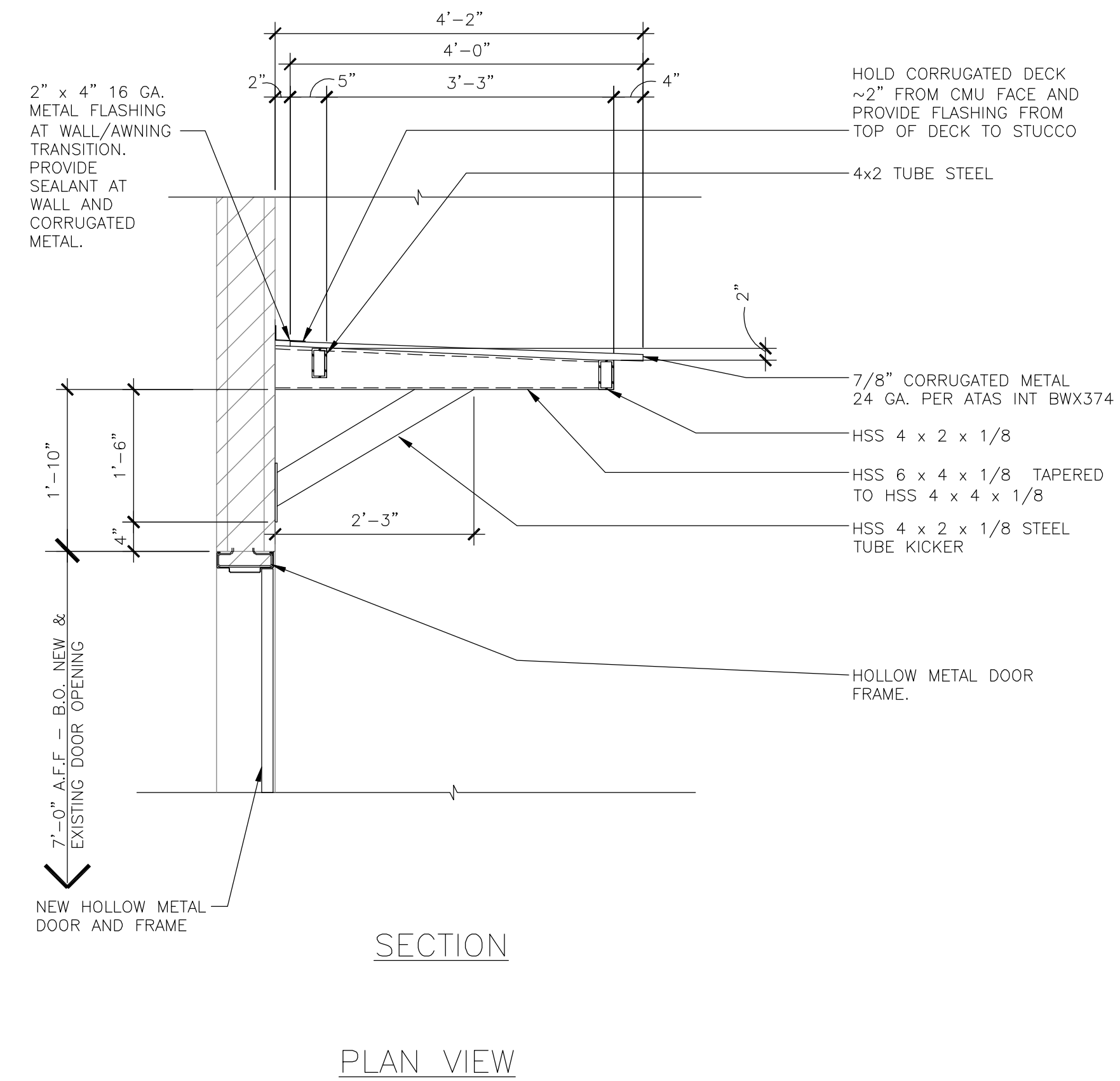
KEYPLAN

NOT TO SCALE

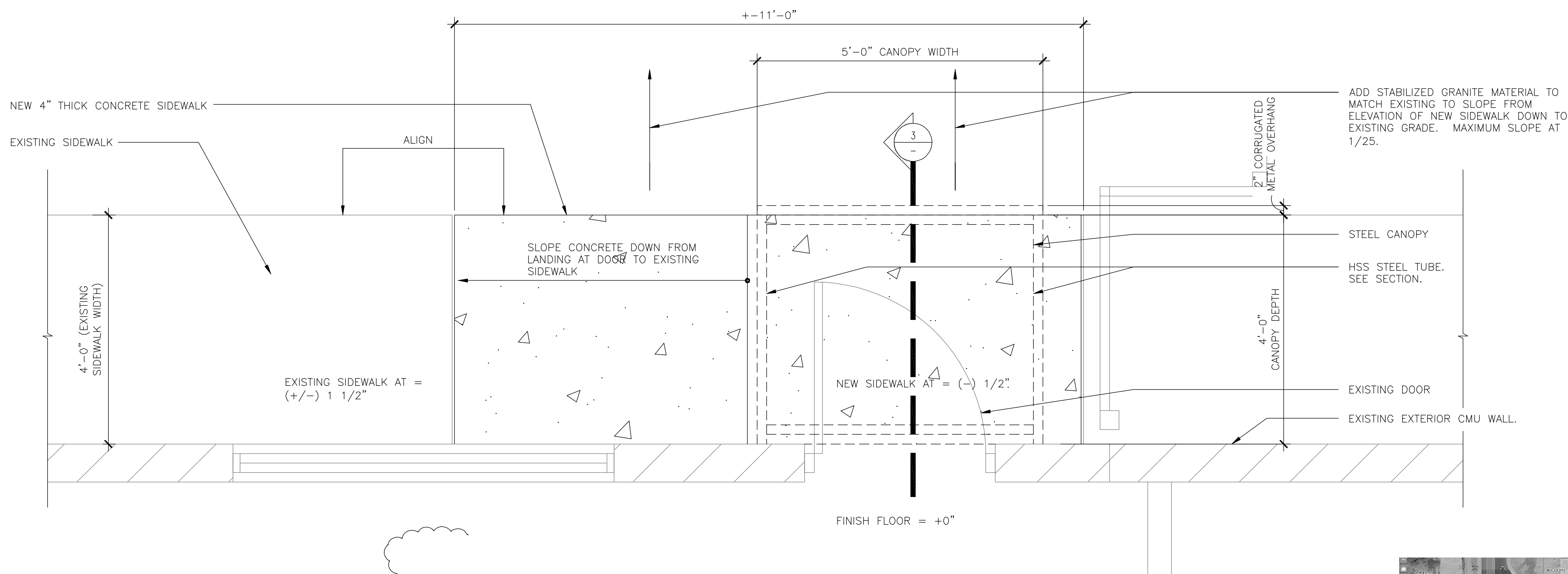




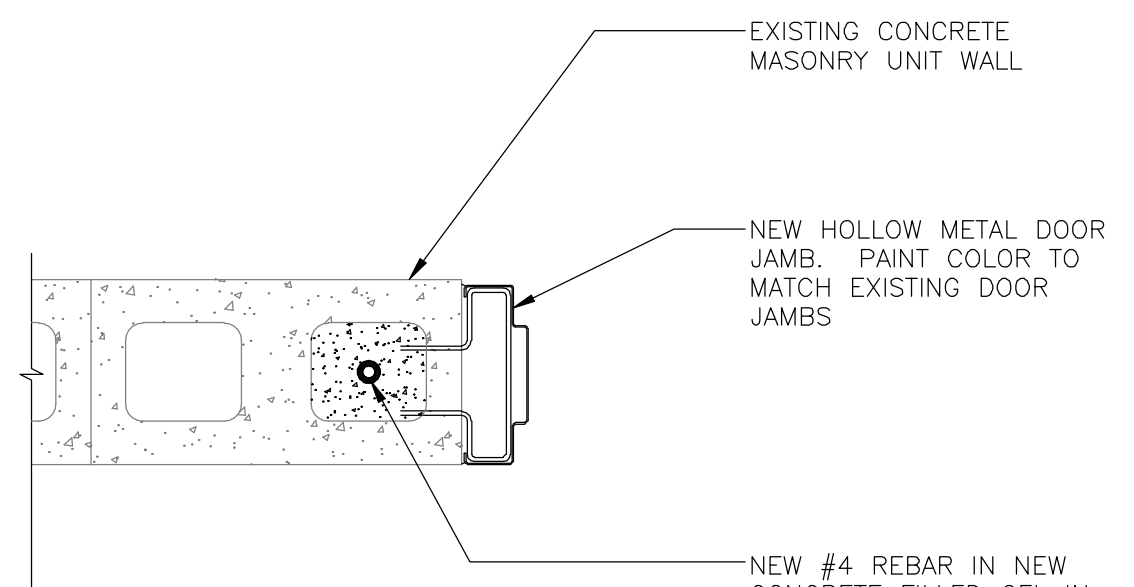
11 AWNING AT MAIN ENTRY – PLAN VIEW
2016_034_det01 SCALE: 3/4"=1'-0"



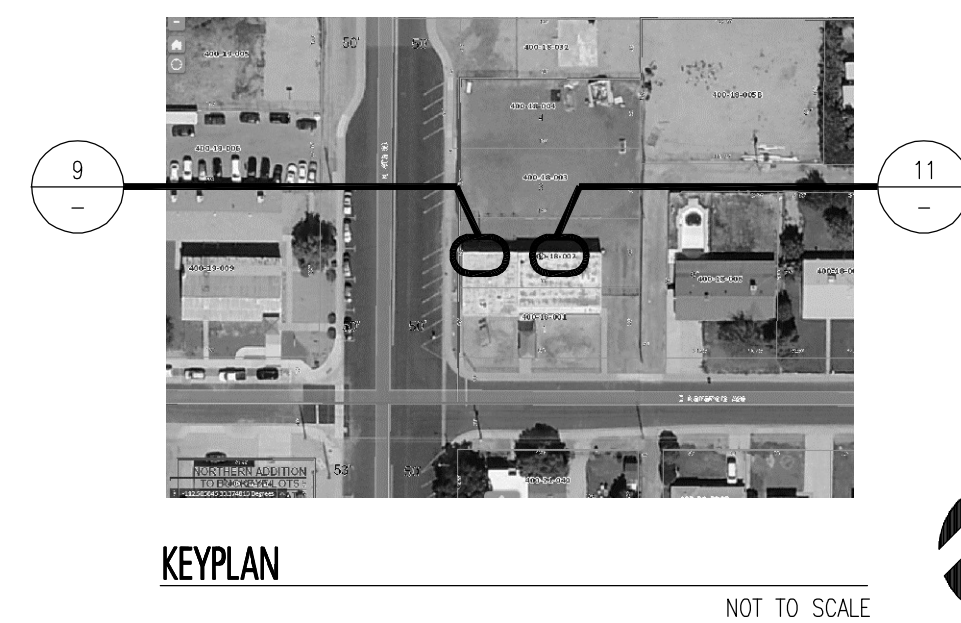
3 AWNING SECTION
2016_034_det01 SCALE: 3/4"=1'-0"



9 AWNING AT MAIN ENTRY – PLAN VIEW
2016_034_det01 SCALE: 3/4"=1'-0"



13 DOOR JAMB DETAIL
2021_006_det02 SCALE: 1 1/2"=1'-0"



Revision
COORDINATION 04_13_2021

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NOT FOR CONSTRUCTION

EXPIRES 12/31/18

AMERICAN LEGION – BUCKEYE
402 EAST NARRAMORE AVENUE
BUCKEYE, ARIZONA

DEMO / PROPOSED
PLANS

- DESIGN DEVELOPMENT
- NOT FOR CONSTRUCTION
- CONSTRUCTION DOCUMENT
- 100% FOR CONSTRUCTION
- RECORD DRAWINGS

Project No. 2021_006

Plan Check No. —

Design Review No. —

Checked By —

Drawn By SERBIN

Date 4/13/2021

Sheet No.

A8.1

Title.



NOT TO SCALE

KEYPLAN



City of Buckeye
Economic Development
Catalyst Program Application

BUDGET

(anticipated; including soft costs, hard costs and in-kind labor if applicable)

ACTIVITY	ESTIMATED COST
Rounds Construction bid for American Legion / Buckeye 602-677-6692	
Example: Landscaping, bushes, trees	\$550.00
Demo	\$ 3500.00
New Concrete	\$ 1500.00
New Door	\$ 7000.00
Steel awning fabrication and installation	\$ 7200.00
Electrical upgrade	\$ 1400.00
Masonry	\$ 2000.00
General Contractor fee's	\$ 4520.00
	\$
	\$
	\$
	\$
TOTAL ANTICIPATED AWARD:	\$ 27120.00
PLEASE ATTACH THREE (3) COMPARABLE WRITTEN BIDS FOR THE PROJECT (Bids for grant requests less than \$4,999 not required but are encouraged)	

Economic Development Department

530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com

Print



Ultra Construction, LLC ROC#330397
 2029 North 213th Drive • Buckeye, AZ 85396 • Phone: (623) 606-3875

American Legion / Jeffrey
 602-230-1299

402 E Narramore Ave
 Buckeye, AZ 85326

Print-date: 4-14-2021

Price Breakdown

Group Price: \$17,031.50

Code	Description	Price
02-Dumpster	Provide Roll-off Dumpster(s) throughout project, includes materials for caution and dust control for surrounding area.	\$1,215.00
001-Demolition	Remove Existing CMU walls for new French Door per plans, remove portion of concrete for make way for new sidewalk at existing door per plans. Includes supports from brick removal, and dust control.	\$4,200.00
05-Concrete	Pour new concrete pad/sidewalk for new french door area and at existing man door. Includes forms and hardware for proper slope	\$1,650.00
12-Electrical	Allowance for new electrical switch and exterior light for french doors, and new exit light. *Customer to provide actual exterior light fixture.	\$1,729.00
17-Doors and Trim	Provide and install new Metal Hollow door with casing, trim and hardware. Includes Paint to match existing.	\$3,037.50
24-Specialty	Allowance to Fabricate and install new awnings for both existing man door and french doors per plans.	\$5,200.00

Total Price: \$17,031.50

Signature

Print Name:

Date:

From: [Tennille](#)
To: [Tennille Hiller](#)
Subject: IMG_2918.jpg
Date: Wednesday, May 26, 2021 9:48:28 AM

[NOTICE: This message originated outside of the City of Buckeye -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Price List: AZPH8X_MAR21
 Labor Efficiency: New Construction
 Estimate: 2021-04-27-1008

SERVPRO® of Buckeye, West Surprise / Wickenburg pleased to provide our customers the finest professional mitigation and restoration services. The estimate and the scope of services provided are according to professional guidelines published by the Institute of Inspection Cleaning and Restoration Certification (IICRC), 2715 East Mill Plain Blvd. Vancouver, Washington 98661 USA.



Servpro of Buckeye & West Surprise/ Wickenburg

21069 West Main Street, Buckeye, AZ 85396
 office@servprobuckeye.com
 623-248-1148
 TAX ID # 84-3090981
 ROC # 327303

2021-04-27-1008

2021-04-27-1008

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
6. General Contractor's fee	1.00 EA	0.00	3,360.00	0.00	3,360.00
2. Concrete	1.00 EA	0.00	3,000.00	0.00	3,000.00
Demo Concrete and dispose \$900					
50 square feet of new concrete sidewalk \$1,000.00					
55 Square foot of new concrete sidewalk \$1,100.00					
3. Doors	1.00 EA	0.00	7,340.00	0.00	7,340.00
New double door to spec. \$5,400.00					
Paints door to match existing \$900.00					
Install door \$1,040.00					
4. Steel Awning	1.00 EA	0.00	4,600.00	0.00	4,600.00
5' canopy fabricate and install \$1,800.00					
10' canopy fabricate and install \$2,800.00					
5. Masonry	1.00 EA	0.00	3,480.00	0.00	3,480.00

Cut and demo CMU wall, add cavity lintel, grout solid cells with hard set mortar. \$2,980.00

Interior dust containment. \$250

Paint and touch up new opening to match existing building color \$250

7. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA	500.00	0.00	0.00	500.00
---	---------	--------	------	------	--------

Total: 2021-04-27-1008	0.00	22,280.00
------------------------	------	-----------

Line Item Totals: 2021-04-27-1008	0.00	22,280.00
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Coverage	Item Total	%	ACV Total	%
Dwelling	14,320.00	64.27%	14,320.00	64.27%
Other Structures	0.00	0.00%	0.00	0.00%
Contents	7,960.00	35.73%	7,960.00	35.73%
Total	22,280.00	100.00%	22,280.00	100.00%

2021-04-27-1008

5/7/2021

Page: 2



City of Buckeye
Economic Development
Catalyst Program Application Program Year 20-21

Applicant/Business Name: Andy Slack/Drip In Turf Property/Building Owner: Odyssey Schools
Project Address/Location: 6500 S. Apache Road Buckeye, AZ 85326
Current Zoning District: School Parcel Number(s): 504-47-006H/504-47-006J
Year Purchased: 2010? Year Built: 2010?
Name of Tenant: Odyssey Schools Lease Expiration Date: None

Total Anticipated Budget: 4,900
Total Anticipated Financial Request: _____
Will this project require any City permits? ☐ Yes ☒ No
Please describe: Just installing landscape lighting near front of building
(For permit information, please contact the City of Buckeye at (623) 349-6200)
If you are not the building owner, do you have permission from the building owner to make the described improvements? ☒ Yes ☐ No
Estimated start date 4/15/2021
Estimated completion date 4/30/2021

Applicant Name: Andy Slack
Company/Business: SEAZM LLC DBA Drip In Turf
COB Business License Number: 002322-02-2018
Phone: 408.930.5853 Fax: N/a
E-mail: aslack@spotwater.com
Address: 20412 W. Thayer St.
City: Buckeye State: AZ Zip: 85396

Contractor: Andy Slack
Company: SEAZM LLC DBA Drip In Turf
AZ/Buckeye License Number: 002322-02-2018
Phone: 408.930.5853 Fax: N/a
E-mail: aslack@spotwater.com
Address: 20412 W. Thayer St.
City: Buckeye State: AZ Zip: 85396

Economic Development Department

530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com

*Site Plan may be required

Buckeye Economic Development Catalyst Program Application (FY20/21)

1



City of Buckeye Economic Development Catalyst Program Application

Project Narrative: (provide additional sheets as needed)

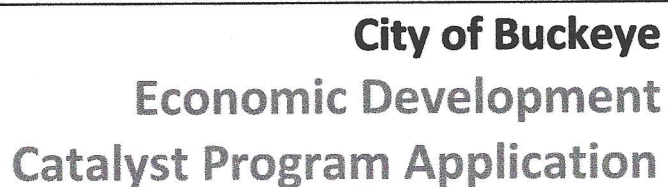
We would like to improve the look of the Odyssey Apache campus by adding landscape lighting to the front of the main school building on Apache. There are currently building lights on the structure, but no landscape lights were installed when the site was constructed. We would like to install low voltage LED landscape lighting that will allow for the front of the building to be more attractive from the street. The lights we propose to install will all the landscape features to stand out and be focal points after dark.

Description of Work: (provide additional sheets as needed)

Install low voltage LED landscape lighting and control timers/transformers in front of the Odyssey Apache campus. Run landscape lighting wire from transformers to all lights installed under trees. Instal two landscape lighting transformers.

Economic Development Department

530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com



(anticipated; including soft costs, hard costs and in-kind labor if applicable)

PLEASE ATTACH THREE (3) COMPARABLE WRITTEN BIDS FOR THE PROJECT
(Bids for grant requests less than \$4,999 not required but are encouraged)

530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com

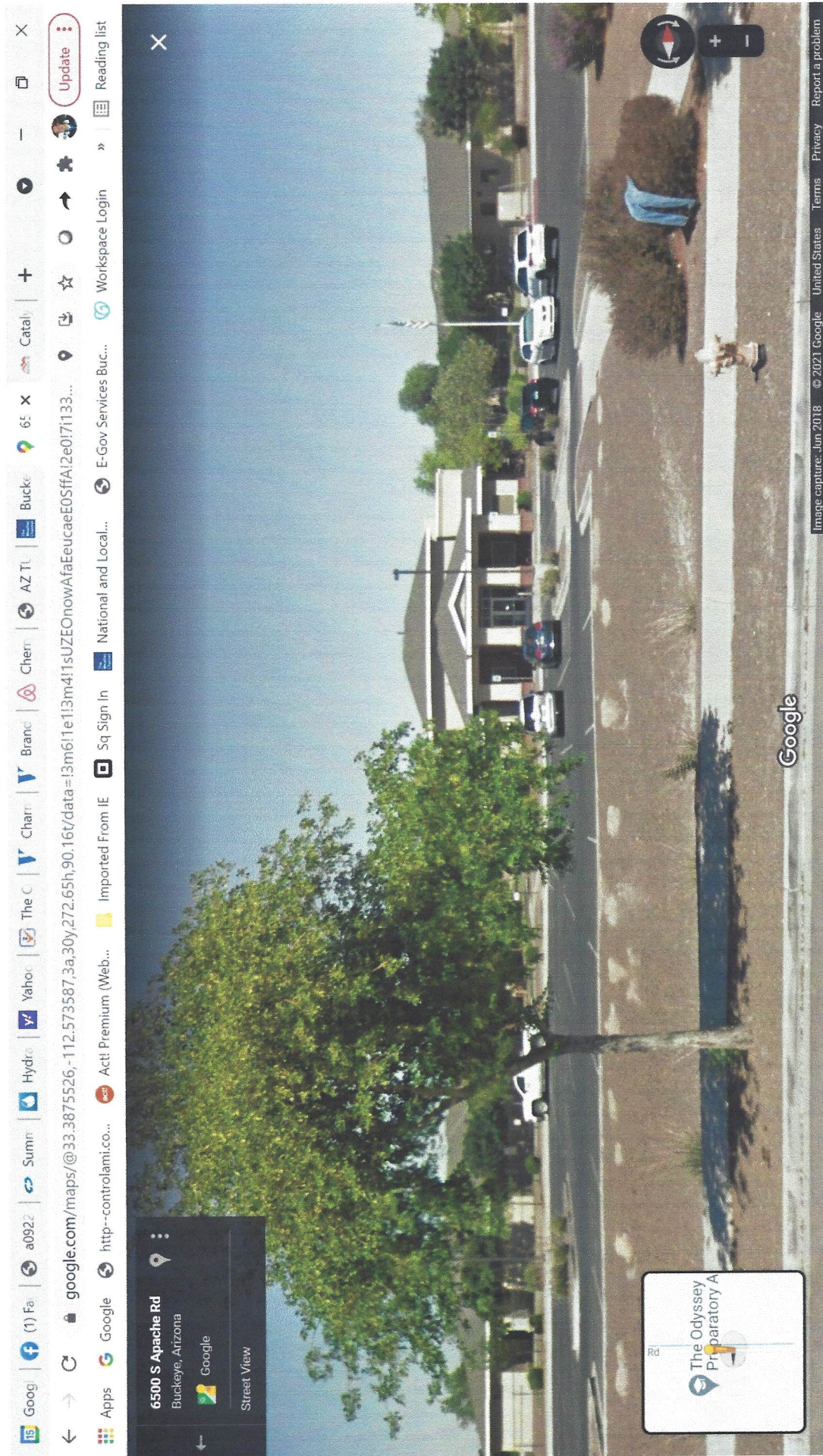


City of Buckeye
Economic Development
Catalyst Program Application

PLEASE ATTACH A 8.5" X 10" (or smaller) COLOR PICTURE OF EXISTING BUILDING/PROPERTY:

Economic Development Department

530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com





City of Buckeye Economic Development Catalyst Program Application

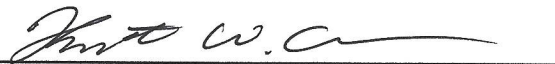
The City of Buckeye will review all Applications. Awards are approved at the sole discretion of the Mayor and City Council.

I, **Andy Slack**, hereby make an Application to the City of Buckeye for the Economic Development Catalyst Program Award in the anticipated amount of \$_____. I understand that the City must approve my Application. I further understand that these monies are NOT GUARANTEED and if I fail to meet any of the rules, regulations, or guidelines outlined in the Economic Development Catalyst Program Process Guide, I forfeit the right to receive reimbursement for any and all work performed on my property. If approved, I understand that all work performed must comply with all City of Buckeye Building and Development Codes, as amended.


Applicant Signature

April 10, 2021

Date

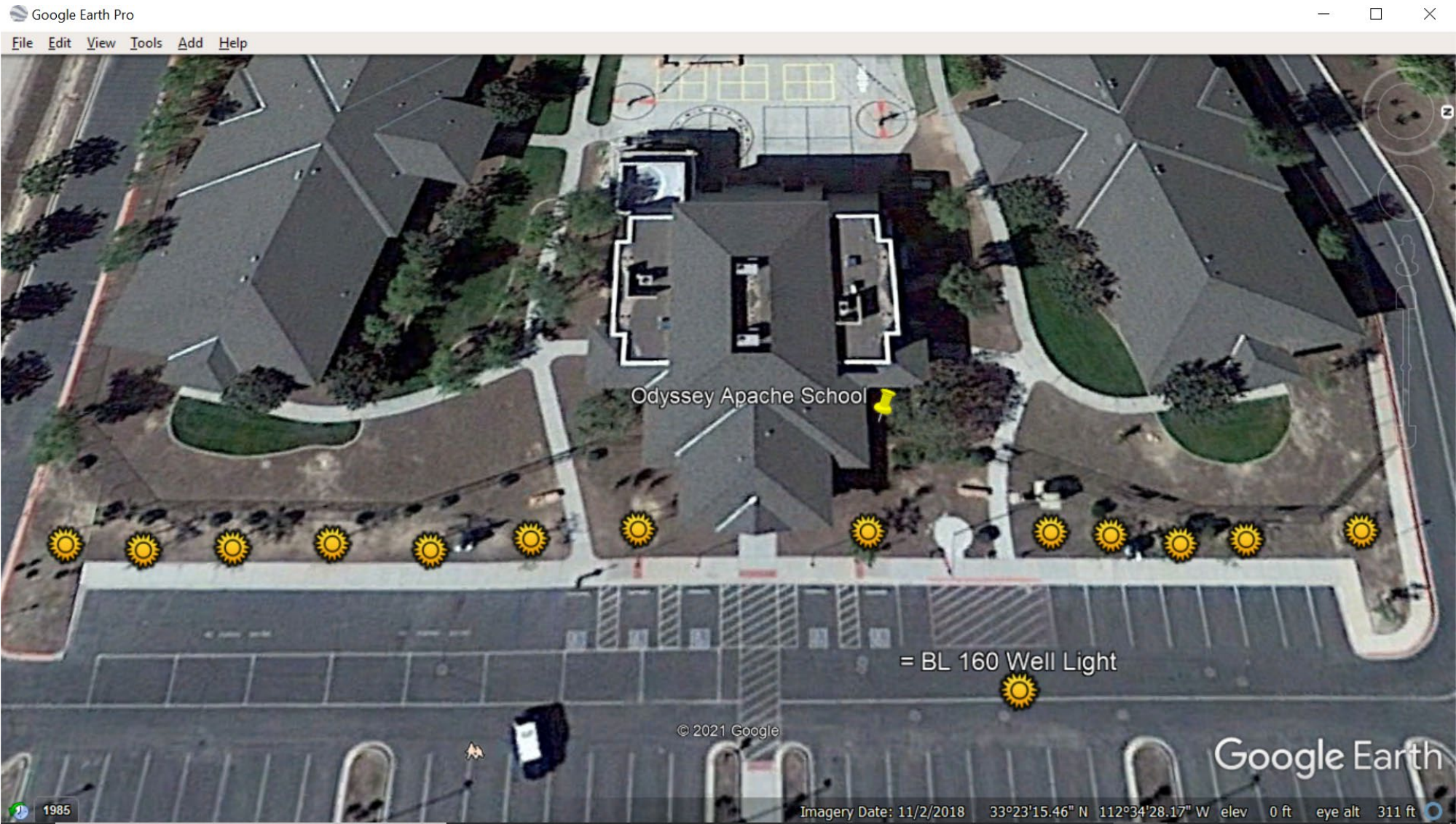

Property Owner Signature

April 8, 2021
Date

Please return the completed Application to:

City of Buckeye
530 East Monroe Avenue
Buckeye, AZ 85326

Phone: (623) 349-6973
thiller@buckeyeaz.gov



ALLIANCE

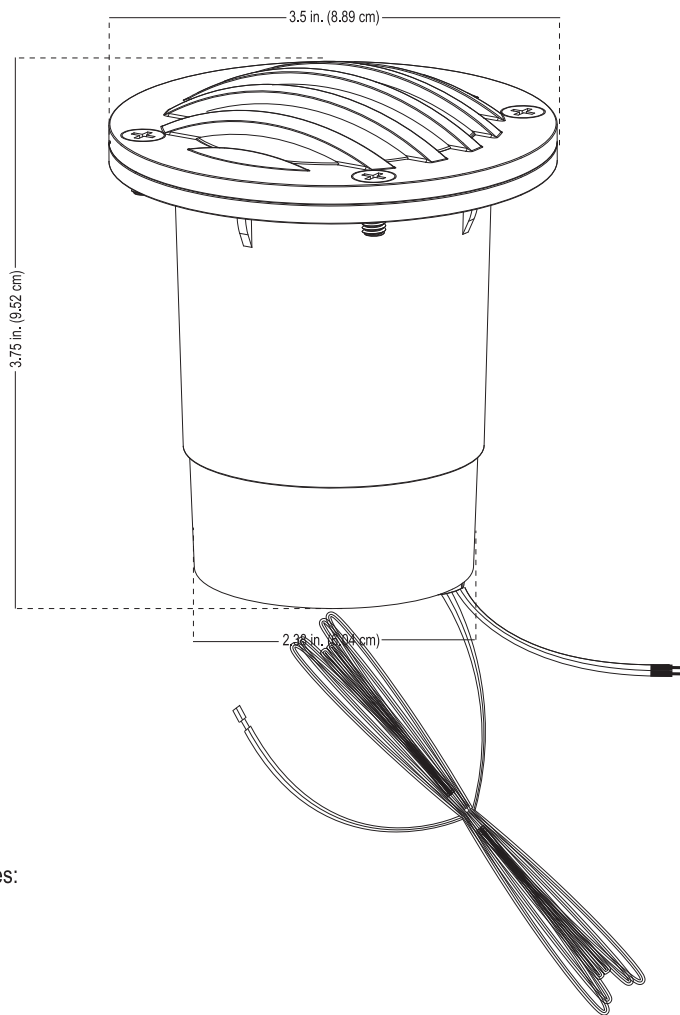
Specification Sheet

Model: GL160 (Bluetooth In-Ground Light)

Fixture Height: 5.25 in. (13.33 cm)

Fixture Diameter: 2.38 in. (6.04 cm)

Shroud Diameter: 3.5 in. (8.89 cm)



Notes:

Project:

Type:

Specifications and Features:

Body: Brass fixture, aged brass finish

Base: Solid brass fixture base with two rubber gasket seals

Shroud: Grated faceplate with 4 stainless steel screws

Lens: Clear glass lens with gasket

Wire: Industry First, double wire lead pre-connected to the fixture, 16 awg (UL listed), brown

-25 foot wire lead, pre-stripped for easy wire connection

-18 inch wire lead, LED connection ready

Warranty: Ten Year Warranty on Integrated Fixture

Certifications: Complies with the requirements of UL-1838 and CAN/CSA-C22.2 No. 250.7.

Identified with the ETL and cETL Listed Mark.



Integrated LED Features:

Wattage: 2w - 5w

Operating Voltage Range: 10v - 14v

Lumen Output: 15lm to 350lm

Beam Spread: 40°

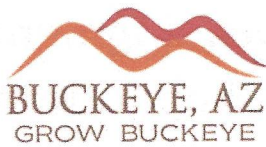
CRI: 80

CCT Options: Preset options for 2700K, 3000K, 4000K

RGB Options: Unlimited Color Wheel Options with quick preset options for Red, Green, Blue, Amber and Purple

Dimming: Dimming option available for every color choice

Scenes: Customizable scene options with up to 3 colors per scene



City of Buckeye
Economic Development
Catalyst Program Application Program Year 20-21

Applicant/Business Name: Andy Slack/Drip In Turf Property/Building Owner: Odyssey High School
Project Address/Location: 1495 S. Verrado Way Buckeye, AZ 85396
Current Zoning District: School Parcel Number(s): 502-46-490
Year Purchased: 2012 Year Built: 2012
Name of Tenant: Odyssey Schools Lease Expiration Date: None

Total Anticipated Budget: \$4,900
Total Anticipated Financial Request: \$4,900
Will this project require any City permits? ☒ Yes ☒ No
Please describe: Installation of landscape lighting at Odyssey High School
(For permit information, please contact the City of Buckeye at (623) 349-6200)
If you are not the building owner, do you have permission from the building owner to make the described improvements? ☒ Yes ☐ No
Estimated start date 4/15/2021
Estimated completion date 4/30/2021

Applicant Name: Andy Slack
Company/Business: SEAZM LLC, DBA Drip In Turf
COB Business License Number: 002322-02-2018
Phone: 408.930.5853 Fax: N/a
E-mail: dripinturf@gmail.com
Address: 20412 W. Thayer St.
City: Buckeye State: AZ Zip: 85396

Contractor: Andy Slack
Company: SEAZM LLC, DBA Drip In Turf
AZ/Buckeye License Number: 002322-02-2018
Phone: 408.930.5853 Fax: N/a
E-mail: dripinturf@gmail.com
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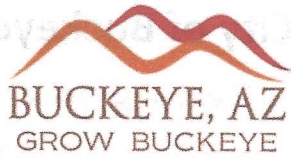
Economic Development Department

530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com

*Site Plan may be required

Buckeye Economic Development Catalyst Program Application (FY20/21)

1



City of Buckeye

Economic Development Catalyst Program Application

Project Narrative: (provide additional sheets as needed)

We would like to improve the look of the Odyssey High School building by adding landscape lighting to the site.

There are currently building lights on the structures, but no landscape lights were installed when the site was constructed.

We would like to install low voltage LED landscape lighting that will allow for the front of the high school building to be more attractive. The lights we propose to install will have the ability to be programmed with differing colors for special occasions such as Homecoming or Christmas which will create a unique look for the front of the school and will add to the excitement of a given event such as homecoming for the students.

Description of Work: (provide additional sheets as needed)

Install low voltage LED landscape lighting and control timers/transformers in the front of Odyssey High School. Run landscape lighting wire from transformers to all lights installed under trees. Install two landscape lighting transformers.

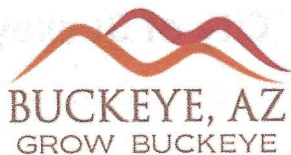
Economic Development Department

530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com



(anticipated; including soft costs, hard costs and in-kind labor if applicable)

Economic Development Department
530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com



City of Buckeye
Economic Development
Catalyst Program Application

PLEASE ATTACH A 8.5" X 10" (or smaller) COLOR PICTURE OF EXISTING BUILDING/PROPERTY:

Economic Development Department

530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com

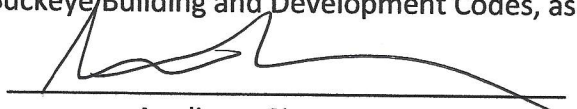
Buckeye Economic Development Catalyst Program Application (FY20/21)



City of Buckeye Economic Development Catalyst Program Application

The City of Buckeye will review all Applications. Awards are approved at the sole discretion of the Mayor and City Council.

I, **Andy Slack**, hereby make an Application to the City of Buckeye for the Economic Development Catalyst Program Award in the anticipated amount of \$_____. I understand that the City must approve my Application. I further understand that these monies are NOT GUARANTEED and if I fail to meet any of the rules, regulations, or guidelines outlined in the Economic Development Catalyst Program Process Guide, I forfeit the right to receive reimbursement for any and all work performed on my property. If approved, I understand that all work performed must comply with all City of Buckeye Building and Development Codes, as amended.


Applicant Signature

March 25, 2021

Date


Property Owner Signature

April 8, 2021
Date

Please return the completed Application to:

City of Buckeye
530 East Monroe Avenue
Buckeye, AZ 85326

Phone: (623) 349-6973
thiller@buckeyeaz.gov



ALLIANCE

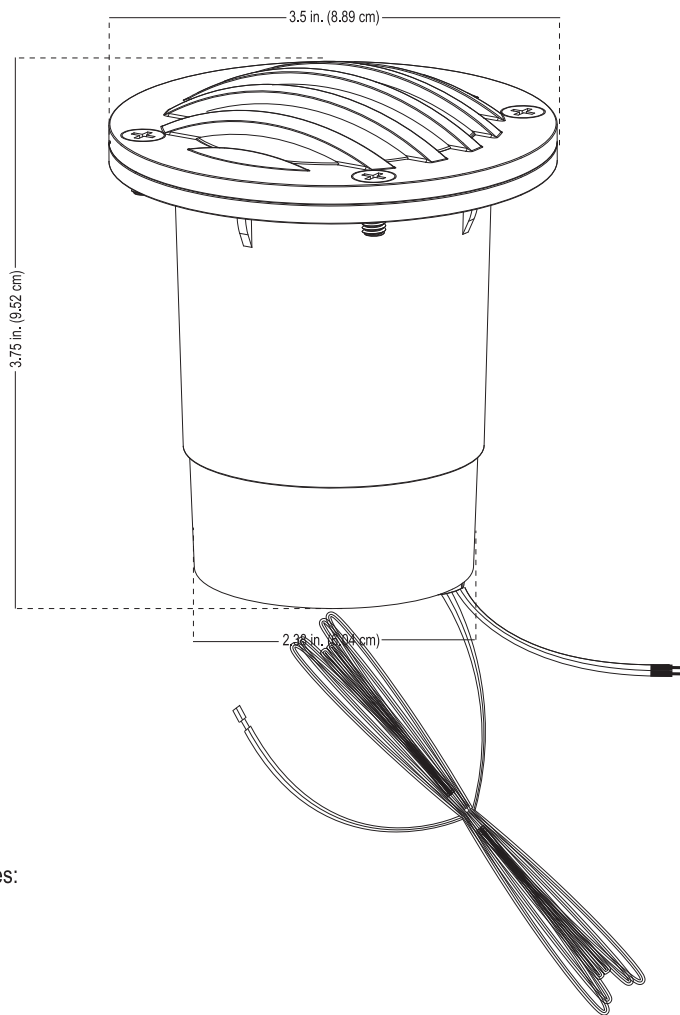
Specification Sheet

Model: GL160 (Bluetooth In-Ground Light)

Fixture Height: 5.25 in. (13.33 cm)

Fixture Diameter: 2.38 in. (6.04 cm)

Shroud Diameter: 3.5 in. (8.89 cm)



Notes:

Project:

Type:

Specifications and Features:

Body: Brass fixture, aged brass finish

Base: Solid brass fixture base with two rubber gasket seals

Shroud: Grated faceplate with 4 stainless steel screws

Lens: Clear glass lens with gasket

Wire: Industry First, double wire lead pre-connected to the fixture, 16 awg (UL listed), brown

-25 foot wire lead, pre-stripped for easy wire connection

-18 inch wire lead, LED connection ready

Warranty: Ten Year Warranty on Integrated Fixture

Certifications: Complies with the requirements of UL-1838 and CAN/CSA-C22.2 No. 250.7.

Identified with the ETL and cETL Listed Mark.



Integrated LED Features:

Wattage: 2w - 5w

Operating Voltage Range: 10v - 14v

Lumen Output: 15lm to 350lm

Beam Spread: 40°

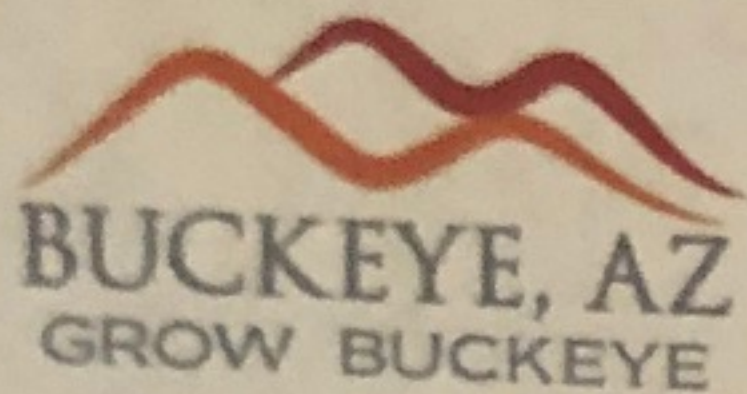
CRI: 80

CCT Options: Preset options for 2700K, 3000K, 4000K

RGB Options: Unlimited Color Wheel Options with quick preset options for Red, Green, Blue, Amber and Purple

Dimming: Dimming option available for every color choice

Scenes: Customizable scene options with up to 3 colors per scene



City of Buckeye
Economic Development
Catalyst Program Application Program Year 20-21

Applicant/Business Name: B Bar 6 25/35 Parking LLC Property/Building Owner: B Bar 6 25/35 Parking LLC
Project Address/Location: 407 E Monroe Ave Buckeye AZ 85326
Current Zoning District: CC Parcel Number(s): 400-26-032
Year Purchased: 2012 Year Built: N/A
Name of Tenant: N/A Lease Expiration Date: N/A

Total Anticipated Budget: \$25,750.00

Total Anticipated Financial Request: ~~\$20,600.00~~ 1,9312.50

Will this project require any City permits? ☐ Yes ☐ No

Please describe: _____

(For permit information, please contact the City of Buckeye at (623) 349-6200)

If you are not the building owner, do you have permission from the building owner to make the described improvements? ☐ Yes ☐ No

Estimated start date 5-1-2021

Estimated completion date 5-2-2021

Applicant Name: John Youngker
Company/Business: B Bar 6 25/35 Parking LLC
COB Business License Number: N/A
Phone: 602 989 1909 Fax: _____
E-mail: _____
Address: 20011 W Highland Ave
City: Litchfield Park State: AZ Zip: 85326

Contractor: Vince Karstetter
Company: Flatts Construction
AZ/Buckeye License Number: 002604
-11-2018
Phone: 602-622-2775 Fax: _____
E-mail: Flattsconstruction@hotmail.com
Address: 22301 W Magnolia St.
City: Buckeye State: AZ Zip: 85326

Economic Development Department

530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com

*Site Plan may be required

Buckeye Economic Development Catalyst Program Application (FY20/21)



City of Buckeye
Economic Development
Catalyst Program Application

Project Narrative: (provide additional sheets as needed)

Grading of existing Parking lot. Fill area w/ new Milled Asphalt. Roll out new Millings Then top with Oil emulsion. Final Roll out of Parking lot.
See Job Description on Quotes

Description of Work: (provide additional sheets as needed)

See Above

Economic Development Department

530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com



City of Buckeye
Economic Development
Catalyst Program Application

BUDGET

(anticipated; including soft costs, hard costs and in-kind labor if applicable)

ACTIVITY

ESTIMATED COST

Example: Landscaping, bushes, trees

See Attached Quote

\$550.00

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

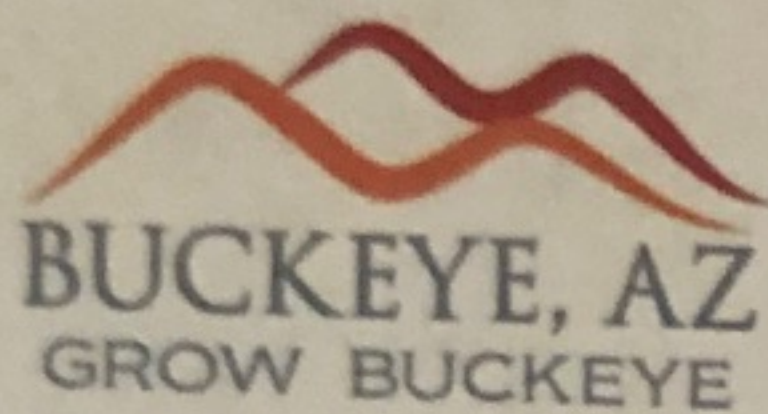
TOTAL ANTICIPATED AWARD:

\$

PLEASE ATTACH THREE (3) COMPARABLE WRITTEN BIDS FOR THE PROJECT
(Bids for grant requests less than \$4,999 not required but are encouraged)

Economic Development Department

530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com



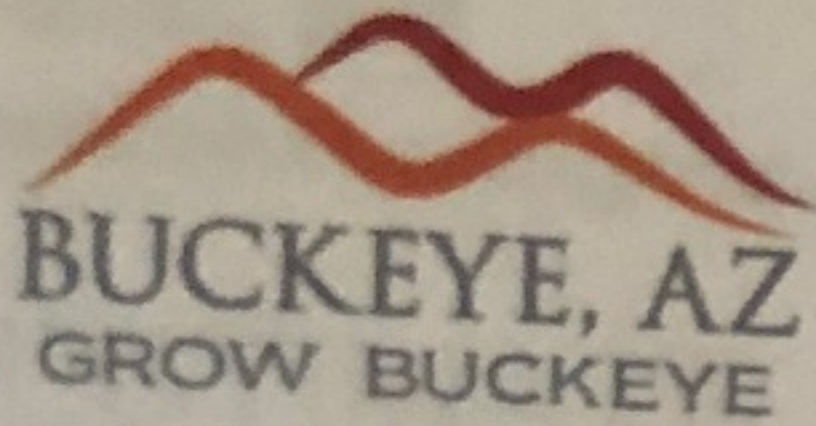
City of Buckeye
Economic Development
Catalyst Program Application

PLEASE ATTACH A 8.5" X 10" (or smaller) COLOR PICTURE OF EXISTING BUILDING/PROPERTY:

See Attached

Economic Development Department

530 E. Monroe Avenue, Buckeye AZ 85326 Phone 623.349.6973 growbuckeye.com



City of Buckeye
Economic Development
Catalyst Program Application

The City of Buckeye will review all Applications. Awards are approved at the sole discretion of the Mayor and City Council.

I, John Youngker, hereby make an Application to the City of Buckeye for the Economic Development Catalyst Program Award in the anticipated amount of \$ 19,312.50. I understand that the City must approve my Application. I further understand that these monies are NOT GUARANTEED and if I fail to meet any of the rules, regulations, or guidelines outlined in the Economic Development Catalyst Program Process Guide, I forfeit the right to receive reimbursement for any and all work performed on my property. If approved, I understand that all work performed must comply with all City of Buckeye Building and Development Codes, as amended.

John F. Youngker
Applicant Signature
John F. Youngker
Property Owner Signature

4/15/2021
Date
4/15/2021
Date

Please return the completed Application to:

City of Buckeye
530 East Monroe Avenue
Buckeye, AZ 85326

Phone: (623) 349-6973
thiller@buckeyeaz.gov

Flatt's Construction LLC.

22301 W Magnolia St.

Buckeye, AZ 85326

602-622-2275

flattsconstruction@hotmail.com



ESTIMATE

ADDRESS

409 E. Monroe Ave.

Buckeye, Az. 85326

ESTIMATE # 17203

DATE 04/14/2021

EXPIRATION DATE 05/14/2021

DESCRIPTION	QTY	RATE	AMOUNT
Parking Lot Improvements			
Asphalt Millings	1	25,750.00	25,750.00
Grade existing parking area for drainage.			
Import 425 tons of asphalt millings and grade at 4" thick.			
Water, compact, and finish grade millings in place.			
Emulsion oil: Install emulsion material on new millings.			
50% Prior to Start, Balance Due Upon Completion.	TOTAL		\$25,750.00

Thank You For Your Business!

Accepted By

Accepted Date

From: Tony@youngkerholdings.com
To: [Tennille Hiller](#)
Subject: Re: Catalyst Grant
Date: Thursday, April 22, 2021 5:07:03 PM

[NOTICE: This message originated outside of the City of Buckeye -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Hey there.

I get it. You guys have been crazy busy. I'm glad you've been so busy!

John owns the building and the parking lot.
He is also part owner in the café.

There are 6 businesses that use the parking lot regularly.

1. Café 25:35
2. Screws & Sparkles
3. Farmers Insurance
4. Liquor Coral
5. Sombrero Shell
6. Qwest

Hope this helps.

Tony

> On Apr 22, 2021, at 12:49 PM, Tennille Hiller <thiller@buckeyeaz.gov> wrote:

>

> Thank you Tony. Apologies for taking so long to get back with. We have be slammed. Just to clarify you are talking about the parking lot that is south of Screws and Sparkles and the Liquor Corral right?

> I ask only because I have to make the parking lot is used my at least 4 businesses. Is John and owner of the business or the building or both?

> Screws and Sparkles

> Liquor Corral

> Café 25:35

> And ??

> Thanks

> Tennille

>

>

> -----Original Message-----

> From: Tony@youngkerholdings.com <Tony@YoungkerHoldings.com>

> Sent: Friday, April 16, 2021 7:58 AM

> To: Tennille Hiller <thiller@buckeyeaz.gov>

> Subject: Catalyst Grant

>

> [NOTICE: This message originated outside of the City of Buckeye -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

>

> Good morning Tennille,

>

> Yesterday I placed a grant application on your desk.

> Hope you have a great weekend.

>

> Tony.

>

>

> _____

>

> This message contains confidential information and is intended only for the individual(s) addressed in the message. If you are not the named addressee, you should not disseminate, distribute, or copy this e-mail. If you are not the intended recipient, you are notified that disclosing, distributing, or copying this e-mail is strictly prohibited.



22650 W Ashleigh Marie Dr buckeye AZ 85326 ROC# 286703 Class K-2

05/05/2021

Café 25:35
409 E Monroe Ave.
Buckeye, Az 85326

Scope: Recycled Asphalt Parking

Cover existing parking Lot with 4" cap of fresh asphalt grindings.
Compact and grade to match existing parking lot.
All grade changes will not be included.

\$28,900.00

All permits will be supplied from owner.

Thank you,
Vellema Construction LLC.

VILLA, INC. ROC# 130688

PROPOSAL

P.O. BOX 2448
LITCHFIELD PARK, AZ 85340
PHONE (623) 931-6904

DATE 5/3/21

QUOTE Name Café 2535

CUSTOMER
INFO

Café 2535 Parking Lot

DESCRIPTION

AMOUNT

SCOPE OF WORK

Supply and Install 400 tons of Recycled asphalt Material. Grade material to cover existing base. Finish and roll in place.

31,250.00

Exclusions: All permits, construction water, signage, and survey.

ACCEPTANCE

Signature

Date

SUBTOTAL	\$	31,250.00
TAX RATE		0.000%
TAX	\$	-
OTHER	\$	-

TOTAL	\$	31,250.00
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