BUCKEYE, AZ

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
SEPTEMBER 21, 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. Adherence to COVID-19 safety measures are recommended. 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 Mayor Orsborn to proclaim September 17-23, 2021 as Constitution Week in the City of Buckeye.

3.B Mayor Orsborn to proclaim September 23, 2021 as Thank A Water Worker Day in the City of Buckeye.

3.C Joe Genovese with Sleep in Heavenly Peace and Matthew Boyd and Tim Williams with Parker Fasteners will provide Mayor and Council with an overview of the community bunk bed build

held on August 14, 2021.

4. Minutes

4.A Council to take action on approval of the minutes of the July 20, 2021 Special Council Meeting, August 17, 2021 Council Workshop, and August 17, 2021 Regular Council Meeting.

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.

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 reappointment of Carl Goin as a Regular Member of the Buckeye Pollution Control Corporation (BPCC) with a term expiration date of December, 2027.

Summary: The City encourages community involvement in our programs through our boards and commissions. Carl Goin will be reappointed to serve an additional six year term on the BPCC.

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

***6.B** Council to take action on the reappointment of Peter van den Akker, Valentina Lopez, Rozetta Locksa, Shantel Leyva, Amanda Trice, Isabelle Guy, and Kamrynn Smith as Regular Members of the Buckeye Youth Council, with a term expiration date of August, 2022.

Summary: The City encourages community involvement in our programs though our boards and commissions. The Buckeye Youth Council (BYC) consists of a diverse group of youth members representing all City communities and informs the City Council on issues related to the youth. Peter van den Akker, Valentina Lopez, Rozetta Locksa, Shantel Leyva, Amanda Trice, Isabelle Guy, and Kamrynn Smith are current members of the BYC seeking reappointment.

Staff Liaison: Maria Riebs, Assistant to the City Council, mriebs@buckeyeaz.gov, (623) 349-6955

***6.C** Council to take action on Resolution No. 54-21 adopting a Title VI Plan for the City of Buckeye's transit services with Federal Transit Authority.

Summary: As a recipient of Federal Transit Administration (FTA) funds, the City of Buckeye must comply with the requirements of Title VI of the Civil Rights Act of 1964. That compliance requires that the City of Buckeye have in place a Title VI Implementation Plan and have this plan available as a Notice to the Public. The notice is required to be placed on the city's website and posted at various facilities, such as City Hall, Park and Ride, Public Works Yard, Senior Center, and Library.

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

***6.D** Council to take action on the expenditure of not to exceed $2,206,900 for the procurement of replacement and new vehicles and equipment in accordance with the City Vehicle Replacement Policy.

Summary: Fleet Management is requesting approval to purchase replacement and supplemental vehicles and equipment in accordance with the City Vehicle Replacement Policy. The purchase is budgeted in the Fiscal Year 2021-2022 annual appropriation with a total cost not to exceed $2,206,900. The purchases will be made through various Cooperative Agreements.
Staff Liaison: Scott Lowe, Public Works Director, slowe@buckeyeaz.gov, (623) 349-6815

***6.E** Council to take action on Resolution No. 60-21 accepting a Petition for Formation of a Street Lighting Improvement District; declaring its intention to form a Street Lighting Improvement District; designating such District as the "City of Buckeye Street Lighting Improvement District No. 2021-SLID-003"; providing for the annual levy of taxes or assessments equally apportioned upon all of the non-public property owners in the District to purchase energy for the lighting of public streets and parks within and adjacent to the District; and ordering recording and filing of this Resolution.

Summary: Street Lighting Improvement Districts (SLIDs) are established to purchase (and not generate) energy for street lighting or public park lighting within the District and adjacent streets so that the costs are not borne by the City in its Highway User Revenue Fund. Both SLIDs and Maintenance Improvement Districts (MIDs) provide for the benefit of ensuring there is a balance of revenue and expenditures to provide for the quality of life for the residents/owners of a particular development without an undue burden upon the existing community. SLIDs ensure that only the owners that have benefit from the lighting in their community pay for that service. Having the costs of street and public park lighting within a SLID borne by the owners in a development ensures that the revenue needed to fund these costs is always in place.
Staff Liaison: Scott Lowe, Public Works Director, slowe@buckeyeaz.gov, (623) 349-6815

***6.F** Council to take action on Resolution No. 61-21 ordering the Work as described in Resolution No. 60-21 and forming City of Buckeye Street Lighting Improvement District No. 2021-SLID-003; and ordering recording and filing of this Resolution.

Summary: Street Lighting Improvement Districts (SLIDs) are established to purchase (and not generate) energy for street lighting or public park lighting within the District and adjacent streets so that the costs are not borne by the City in its Highway User Revenue Fund. Both SLIDs and Maintenance Improvement Districts (MIDs) provide for the benefit of ensuring that there is a balance of revenue and expenditures to provide for the quality of life for the residents/owners of a particular development without an undue burden upon the existing community. SLIDs ensure that only the owners that have benefit from the lighting in their community pay for that service. Having the costs of street and public park lighting within a SLID borne by the owners in a development ensures that the revenue needed to fund these costs is always in place.
Staff Liaison: Scott Lowe, Public Works Director, slowe@buckeyeaz.gov, (623) 349-6815

***6.G** Council to take action on the Cooperative Contract Purchase Addendum (Contract No. 2022006) between the City of Buckeye an Arizona municipal corporation, and Cummins, Inc., an Indiana corporation, through the City of Glendale (Contract No. C19-0613) for planned generator maintenance; and authorizing the Mayor to execute and deliver said Contract on behalf of the City.

Summary: The City of Buckeye's Water Resources Department must provide generator maintenance that will allow them to continue to have back up power whenever Arizona Public Services (APS) power is lost. The power is needed to keep citizens with adequate water pressure. The total estimated cost for Fiscal Year 2021-2022 is $120,000.
Staff Liaison: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (602) 349-6225

***6.H** Council to take action Change Order No. 3 to Task Order No. 1 to the On-Call Engineering Services Category 11: Architectural Engineering Contract (No. 2016-020-029) between the City of Buckeye, an Arizona municipal corporation, and Arrington Watkins Architects, LLC, an Arizona limited liability corporation, to provide construction administration services for the Police Training Facility; and authorizing the Mayor to execute and deliver said Change Order on behalf of the City.

Summary: As part of the Capital Improvement Program, the Police Department has requested the Construction and Contracting Division construct a new Police Training Facility. This contract between the City of Buckeye and Arrington Watkins Architects, LLC is for the construction administration phase of a 17,500 square foot facility for the Police/SWAT Departments to be utilized for firearm situational training and situational/hand to hand combat training. It will include a large auditorium style classroom, storage for ammunition, a gunsmithing area, and a new gun safe room with explosion proof walls. Total amount to be paid under this Change Order will not exceed $137,735.
Staff Liaison: Chris Williams, Constriction and Contracting Manager, cwilliams@buckeyeaz.gov, (623) 349-6225

***6.I** Council to take action on Task Order No. 10 to the On-Call Professional Services Contract for On-Call SCADA Improvements (No. 31700016) between the City of Buckeye, an Arizona municipal corporation, and Vertech Industrial Systems, LLC, an Arizona limited liability corporation, for consulting services required to make improvements to North Airport Water Campus for Well No. 1; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.

Summary: The existing control system located at the North Airport Water Campus for Well No. 1 is in need of upgrades to be compatible with the current SCADA systems. Vertech Industrial Systems, LLC, will provide services to replace the existing control system at the North Airport Water Campus for Well No. 1, replace the Control Net modules with Ethernet modules, install the latest PanelView Plus 7 Performance OIT and rewrite the PLC, SCADA and OIT code to meet current standards of the City's PLC programming methodologies. The total amount to be paid under this Task Order will not exceed $222,643.78.
Staff Liaison: Chris Williams, Construction and Contracting Manager,

cwillams@buckeyeaz.gov, (623) 349-6225

***6.J** Council to take action on the Cooperative Contract Purchase Addendum (Job Order Contract Well Maintenance and Repairs No. 2022005) between the City of Buckeye, an Arizona municipal corporation, and KP Ventures Well Drilling & Pump Company, LLC, an Arizona corporation, through the County of Mohave (Contract No. 19PS22-02, expiration February 17, 2022) for planned well rehab; and authorizing the Mayor to execute and deliver said Contract on behalf of the City.

Summary: The City of Buckeye's Water Resources Department provides planned well rehab that will allow them to keep the wells in operation. The total estimated cost for Fiscal Year 2021-2022 is $600,000.

Staff Liaison: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (623) 349-6225

***6.K** Council to take action on Change Order No. 1 to Delivery Order No.2 of the Water Production Infrastructure Job Order Contract (No. 2019011.04) between the City of Buckeye, an Arizona municipal corporation, and MGC Contractors, Inc., an Arizona corporation, for labor, materials, equipment and services required to complete the rehabilitation of the North and South Tanks at the Hopeville Water Campus; and authorizing the Mayor to execute and deliver said Change Order on behalf of the City.

Summary: An evaluation was completed for the North and South Water Storage Tanks at the Hopeville Water Campus. The results of the inspection showed excessive blistering with corrosion on the floor and the entire coating system has reached the end of its serviceable life. It is recommended to reline the interior tank. The exterior of the tank has a reduced coating thickness and a full coat of surface tolerant epoxy with a top coating of polyurethane is recommended. MGC Contractors, Inc. already has a Job Order Contract in place that the City Council approved on May 4, 2021 and this is a change order for the rehabilitation of the storage tanks. The total budgeted amount to be paid under this Change Order will not exceed $432,901.

Staff Liaison: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (623) 349-6225

***6.L** Council to take action on the expenditure of not to exceed $350,000 related to the purchase of ERT's, Collectors and Repeaters as part of the maintenance program for new meter installation and on-going system maintenance from Itron, Inc., a Washington corporation, for Fiscal Year 2021-2022.

Summary: Water Resources is requesting approval to purchase ERT's, collectors, and repeaters and associated equipment and accessories needed for new meter installations and on-going system maintenance utilizing the Master Sales Agreement between the City of Buckeye and Itron, Inc. The purchase of ERT's, collectors, and repeaters and associated equipment and accessories will allow the Water Resources Department to perform system maintenance and upgrades necessary related to the current automated meter reading system in a budgeted amount not to exceed $350,000.

Staff Liaison: Chris Williams, Construction and Contracting Manager,

cwilliams@buckeyeaz.gov, (623) 349-6225

***6.M** Council to take action on the expenditure of not to exceed $350,000 related to the purchase of water meters, equipment for installations, and on-going meter maintenance for Fiscal Year 2021-2022 through Badger Meters, Inc., DBA National Meter & Automation, a Wisconsin corporation.

Summary: Water Resources is requesting approval to purchase water meters, equipment for installations, and on-going meter maintenance utilizing Buckeye's Contract No. 2021002 with Badger Meters, Inc., DBA National Meter & Automation. The purchase of water meters will allow the Water Resources Department to properly maintain meter maintenance, upgrades, and projects related to accurate measurement of potable water delivered to the customers of the City of Buckeye water serivces area in a budgeted amount not to exceed $350,000.
Staff Liaison: Chris Williams, Construction and Contracting Manager,
cwilliams@buckeyeaz.gov, (623) 349-6225

***6.N** Council to take action on the Cooperative Contract Purchase Addendum (Brine Waste Hauling Disposal Services Contract No. 2022007) between the City of Buckeye, an Arizona municipal corporation, and Salt River Extraction, LLC dba SRE Transportation, an Arizona corporation, through the City of Avondale Cooperative Contract (No. 19-284C, expiration October 14, 2021) for sludge hauling for coagulation facilities; and authorizing the Mayor to execute and deliver said Contract on behalf of the City.

Summary: The City of Buckeye's Water Resources Department must provide liquid waste removal, transportation, and disposal services from all facilities to an approved landfill. The total budgeted costs to be paid under this contract will not exceed $120,000.
Staff Liaison: Chris Williams, Construction and Contracting Manager,
cwilliams@buckeyeaz.gov, (602) 349-6225

***6.O** Council to take action on Task Order No. 4 to the On-Call Consulting for Engineering and Architectural Services for Building Inspections, Building Official and Building Plan Review Services Contract (No. 2017-010-002) between the City of Buckeye, an Arizona municipal corporation, and Shums Coda Associates, Inc., an Arizona corporation, related to building inspections, building official and building plan review services; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.

Summary: The Development Services Department is requesting funds through Task Order No. 4 to keep up with the current demand for Building Inspections, Building Official and Building Plan Review Services. SHUMS Coda, Inc. will provide assistance with Building Inspections, Building Official and Building Plan Review Service reviews and other project related services in the budgeted amount not to exceed $750,000.
Staff Liaison: Chris Williams, Construction and Contracting Manager,
cwilliams@buckeyeaz.gov, (623) 349-6225

***6.P** Council to take action on Task Order No. 2 to the On-Call Water & Wastewater Specialties Engineering Services Contract (No. 2016-020-015) between the City of Buckeye, an Arizona

municipal corporation, and Southwest Groundwater Consultants, a Division of Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C., an Arizona Corporation, for consulting services for five pilot test boreholes; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.

Summary: The intent of this Capital Improvement Project is to explore pilot test boreholes at: Tract A well site, Odyssey School, Ross Distribution Center, Vista Bonita (TBD) or 2nd site at the Ross Distribution Center, Mayfield. Design site specific test borehole drilling, logging, and zonal testing specifications. Oversee test borehole construction, logging, zonal sampling, falling head testing, and borehole abandonment. Prepare reports of test results and findings including recommendations to complete at a later date a production well at the test site(s) with a new well design and cost estimate or abandon the test borehole. Consultant has an On-Call Contract with the City of Buckeye. The total budgeted amount to be paid under this Task Order will not exceed $263,072.

Staff Liaison: Chris Williams, Manager, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (623) 349-6225

***6.Q** Council to take action on the Cooperative Contract Purchase Addendum to the Sewer Collection System Inspection Services Contract (No. 2022011) between the City of Buckeye, an Arizona municipal corporation, and Pipeline Video Inspection, LLC, dba AIMS Companies, an Arizona corporation, through the City of Scottsdale Cooperative Contract (No. 21RP035, expiration August 17, 2022), for vactor services; and authorizing the Mayor to execute and deliver said Contract on behalf of the City.

Summary: The City of Buckeye's Water Resources Department must provide vactor services for collection system maintenance and cleaning. The total budgeted costs to be paid under this Addendum will not exceed $333,200.

Staff Liaison: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (602) 349-6225

***6.R** Council to take action on Task Order #2 to On-Call Contract No. 2016-020-029 between the City of Buckeye, an Arizona municipal corporation, and Arrington Watkins Architects, LLC, an Arizona Limited Liability Company for design of a three(3) bay, single story structure of approximately 12,750 SF, and authorizing the Mayor to execute and deliver said Task Order on behalf of the city.

Summary: As part of the Capital Improvement Program, Blue Horizons Fire Station is currently planned to be a three (3) bay, single story structure of approximately 12,750 SF. It will provide sleeping quarters for eight (8) firefighters, large kitchen, dining area, day room, bio hazard room, locker rooms, fitness room, and offices or work spaces for the crew(s). In addition, a community/meeting room for staff and public use and a Police Department office will be included in the design.

Staff Liaison: Chris Williams, Construction/Procurement, (623) 349-6225, cwilliams@buckeyeaz.gov

***6.S** Council to take action on Delivery Order No. 3 to the Job Order Contract (Contract 2019005-04)

for street maintenance between the City of Buckeye, an Arizona municipal corporation, and Sunland Asphalt & Construction, Inc., an Arizona corporation, for labor, materials, and equipment related to this fiscal year pavement maintenance; and authorizing the Mayor to execute and deliver said Delivery Order on behalf of the City.

Summary:

The Construction and Contracting Division issued a Delivery Order Request for Proposals on behalf of the Public Works Department for this fiscal year's pavement maintenance. The Scope of Work includes furnishing all labor, materials, and equipment required for sealing applications, testing, cleaning pavement/road markings and protection from adjacent concrete and landscape as required to apply various types of street applications. This work will prevent further deterioration of the road surfaces at numerous sites throughout the City. Road treatments include Crack Sealant, Asphalt Emulsion Seal Coat, various surface treatment, stripping/marking and application of reflective pavement markers. The contract shall include Community Outreach and Traffic Control. The amount to be paid under Delivery Order will not exceed $3,595,569.

Staff Liaison: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (623) 349-6225

***6.T** Council to take action on Task Order No .3 (Contract 2016-020-015) between the City of Buckeye an Arizona municipal corporation, and Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C., an Arizona Corporation, for consulting services for a test borehole in the area of Schult Well; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.

Summary: The intent of this Capital Improvement Project is to explore pilot test borehole at Schult Well No. 8 to locate new groundwater for the Jackie A. Meck Water Campus. Design site specific test borehole drilling, logging, and zonal testing specifications. Oversee test borehole construction, logging, zonal sampling, falling head testing, and borehole abandonment. Prepare report of test results and findings including recommendations to complete at a later date a production well at the test site(s) with a new well design and cost estimate or abandon the test borehole. Consultant has an On-Call Contract with the City of Buckeye. Amount of Task Order is $257,672.00.

Staff Liaison: Chris Williams, Manager Construction and Contracting, cwilliams@buckeyeaz.gov, 623-349-6225

***6.U** Council to take action on the Repayment Agreement between Central Arizona Water Conservation District (CAWCD) and the City of Buckeye for the repayment of past Central Arizona Project (CAP) water service capital charges and debt charges including the option to repay the over a five-year period, all in connection with the delivery of 2,786 acre-feet per year of CAP Non Indian Agriculture Priority Water as set forth in the Subcontract among the United States, CAWCD and the City of Buckeye, Number 21-XX-30-W0701; and authorize the City

Manager to execute and deliver said Repayment Agreement on behalf of the City of Buckeye.
Summary: On July 6, 2021 Council approved the acquisition of Non Indian Agriculture (NIA) water delivered through the Central Arizona Project. The Repayment Agreement covers the upfront capital charges charged to the City for this purchase, ensuring delivery of the NIA water (when available) through the canal for the next 100 years. Through this agreement, the City will receive up to 2,786 acre-feet of water upon availability per year for the next 100 years. The city elected to pay this amount over a five-year timeframe for a total purchase price of $5,691.519.40 or $1,138,303.88 annually beginning in Fiscal Year 2021-2022.
Staff Liaison: Alisha Solano, Water Resources Director, asolano@buckeyeaz.gov, (623)-349-6101

***6.V** Council to take action on Resolution No. 55-21 approving the Intergovernmental Agreement (IGA) between the City of Buckeye and the City of Phoenix, relating to the Buckeye Fire-Medical-Rescue Department's participation in Phoenix Fire Department Fire Service Training; and authorizing the Mayor, City Manager, and Fire Chief to execute and deliver said Agreement and related documents on behalf of the City.
Summary: The City of Buckeye Fire Department wishes to enter into an IGA with the City of Phoenix for the purpose of enabling both parties to conduct and participate in fire service training hosted by the City of Phoenix Fire Department. Training includes, but is not limited to, Aircraft Rescue Firefighter (ARFF) Certification Training; Firefighter Recruit Training; Fire Inspector Training; Hazardous Material Technical (HZM) Certification Training; EMT/Paramedic Recertification Training (CORE); and Technical Rescue Technician (TRT) Certification Training; and any required continuing education. The City of Buckeye will pay fees for fire service training pursuant to the IGA.
Staff Liaison: Bill Stockley, Interim Fire Chief, bstockley@buckeyeaz.gov, (623) 349-6719

***6.W** Council to take action on Resolution No. 70-21 approving a Memorandum of Understanding between the City of Buckeye and the Under Secretary of Defense for Personnel and Readiness of the U.S. Department of Defense for the City to participate in a Skill-Building and Training Program for Veterans called the SkillBridge Training Program; and authorizing the Mayor and City Manager to execute and deliver said Memorandum of Understanding on behalf of the City.
Summary: The DoD SkillBridge Program (sometimes referred to by the Military Departments as the Career Skill Program (CSP)), is a program that encourages Service members to capitalize on training and development opportunities throughout their military career so that they may grow and develop as professionals fully capable of serving the Nation – both during their time in uniform and after their term of military service, as civilians. Highly trained and dedicated Service Members bring real experience and can seamlessly transition into a successful law enforcement career with the Buckeye Police Department.
Staff Liaison: Larry Hall, Police Chief, lhall@buckeyeaz.gov, (623) 349-6438

***6.X** Council to take action on Resolution No. 62-21 approving the Intergovernmental Agreement between the City of Buckeye and the Odyssey Preparatory Academy for school resource officer services; 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 City and the Odyssey Preparatory Academy (Odyssey) 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 provide SRO Services at Odyssey Preparatory Academy. Odyssey shall pay 50 percent of the costs associated with SRO duties received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month period covering the school year. The City shall pay 100 percent of the SRO's cost during the two month summer break and any other school breaks or school observed holidays or vacations. Any overtime related to SRO duties will be paid at 100 percent by Odyssey.

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

***6.Y** Council to take action on Resolution No. 64-21 approving the Intergovernmental Agreement between the City of Buckeye and the Agua Fria High School District No. 216 for school resource officer services; 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 Agua Fria Union High School District will fund school resource officer services for Verrado High School. 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 at Agua Fria High School District on an hourly rate basis, but not to exceed 40 hours per week. The District shall pay 50 percent of the costs associated with SRO duties received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month period covering the school year. The City shall pay 100 percent of the SRO's cost during the two month summer break and any other school breaks or school observed holidays or vacations. Any overtime related to SRO duties will be paid at 100 percent by the District.

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

***6.Z** Council to take action on Resolution No. 63-21 approving the Intergovernmental Agreement between the City of Buckeye and Buckeye Union High School District No. 201 for school resource officer services; 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 Buckeye Union High School District will fund school resource officer services. 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 District. The District shall pay up to $36,600 per officer of the associated costs associated with SRO services received on a yearly basis for the ten month period covering the school year. The City shall pay 100 percent of the SRO's cost during the two month summer break and any other school breaks or school observed holidays or vacations.

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

***6.AA** Council to take action on Ordinance No. 14-21 amending the Buckeye City Code of Ordinances, Chapter 6, Animal Regulations, Article 6-1, Animal Control, by amending Section 6-1-19, Violation; Classification; related to Animal Regulations Violations; providing for repeal of

conflicting ordinances; providing for severability; and providing for penalties.

Summary: Chapter 6 in the City Code pertains to Animal Control Ordinances, which involve animal noises, keeping livestock (including chickens), dog kennels/kennel permits, dog biting, confinement in vehicles, etc. Currently, any animal violation that needs enforcement can only be charged as a Criminal offense, which is a long and lengthy process, if it is even accepted by the Prosecutor. This new proposed amendment to Chapter 6 of the City Code will allow animal code violations to be issued civil citations into court with very specific fines, depending on the number of times a defendant has been in court for the same charge(s). It will also still allow for a criminal charge to be cited for those offenses which are deemed more serious or a defendant continues to violate City Code after numerous times in civil court. Civil penalties range from $150 and not exceeding $2,500 for a first offense, $300 and not exceeding $2,500 for a second offense, and $500 and not exceeding $2,500 for a third and subsequent offense. After having been found responsible for three or more civil offenses within a 24 month period, the offender can be charged with a misdemeanor. If found guilty of the misdemeanor, the penalty ranges from $500 and not exceeding $2,500, or imprisonment for a period not to exceed six months, or can receive both a fine and imprisonment. The appeal process will follow whatever the courts already have in place for an appeal to a Judge's ruling.

Staff Liaison: Marcia Story-Greco, Code Enforcment Supervisor, mstory@buckeyeaz.gov, (623) 349-6622

***6.AB** Council to take action on the non-profit community funding sub-committee's recommendations to award funds to various non-profits that serve Buckeye residents, in an amount non to exceed $65,000.

Summary: For Fiscal Year 2021-2022, $65,000 is allocated for non-profit organizations that provide services to residents in the City of Buckeye. Eleven applications were received, requesting $164, 057.53 collectively. The applications were reviewed by a subcommittee comprised of elected officials including: Mayor Eric Orsborn, Councilmember Jeanine Guy, and Councilmember Craig Heustis and city staff Phil Yabes and Maria Riebs. The subcommittee recommends funding various requests for a total amount not to exceed $65,000.

Staff Liaison: Christine Grundy, Assistant to the Mayor, cgrundy@buckeyeaz.gov, (623) 349-6949

***6.AC** Council to take action on the Thomas Road and Acacia Way Replat generally located along the Tuthill Alignment and between Indian School Road and Thomas Road within the Verrado Community Master Plan (CMP).

Summary: The Thomas Road and Acacia Way Replat is generally located along the Tuthill Alignment and between Indian School Road and Thomas Road within the Verrado Community Master Plan (CMP). This replat will dedicate right-of-way on Thomas Road, create a drainage tract, PUE and landscape tracts to allow for infrastructure improvements. Request by David Nilsen of DMB White Tank, LLC. This Replat will connect Thomas Road within the Verrado CMP and will ultimately provide a connection to Jackrabbit Trail/195th Avenue.

Staff Liaison: Sean Banda, Senior Planner, sbanda@buckeyeaz.gov, (623) 349-6215

7. Public Hearings / Non-Consent - New Business

7.A Council to take action on the Buckeye Wildlife Corridors Best Practices Guide.

Summary: The Buckeye Wildlife Corridors Best Practices Guide is a City initiated special project that is part of one of the key implementation measures from the Imagine Buckeye 2040 General Plan, which was adopted and ratified in 2018. This guide has been managed by City staff and drafted by Logan Simpson, Matrix Design Group along with the support of sub-consultants and many stakeholders. The guide provides wildlife connectivity to maintain and enhance biodiversity in the City and surrounding areas, which in turn improves the quality of life for Buckeye residences.

Staff Liaison: Adam Copeland, Deputy Director of Planning, acopeland@buckeyeaz.gov, (623) 349-6210

7.B Pursuant to Contract number 2021010 Council to take action on the expenditure of funds related to the salary and associated costs of contracting services for a Crisis Counselor in the Buckeye Police Department.

Summary: A Crisis Counselor will be deployed with Buckeye Police Department officers to supports cross-system collaboration to improve public safety and outcomes for individuals with mental illness or co-occurring mental illness and substance abuse who come in contact with law enforcement or the justice system. The Counselor and officers will respond to incidents with mental health disorders. Total annual cost for a Crisis Counselor will be $122,623. The annual cost includes salary, fringe benefits, equipment costs, other costs (bulletproof vest, software and cell phone) and clinical oversight and supervision.

Staff Liaison: Robert Sanders, Assistant Police Chief, rsanders@buckeyeaz.gov, (623) 349-6430

7.C Council to take action on Resolution No. 69-21 authorizing the execution and delivery of a loan agreement by the Mayor, City Manager, Chief Financial Officer, City Attorney and City Clerk; approving a loan from the Water Infrastructure Finance Authority of Arizona (WIFA); authorizing the taking of all other actions necessary to the consummation of the transaction contemplated by this Resolution and declaring an emergency.

Summary: The City intends to enter into the WIFA loan in order to finance funding costs associated with the repair and replacement of the Sundance Water Reclamation Facility including SBR repairs, IPS repairs, tertiary and effluent pump repairs, tertiary filter repairs, anoxic basin rehab and solids dewatering system rehab/repairs. Repairing and replacing the aging infrastructure at the plant will extend its useful life.

Staff Liaison: Alisha Solano, Water Resources Director, asolano@buckeyeaz.gov, (623) 349-6101; William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161

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: 09/21/21	**AGENDA ITEM:** 3.A. Constitution Week Proclamation
DATE PREPARED: 09/16/21	**DISTRICT NO.:**
STAFF LIAISON:	
DEPARTMENT: City Clerk	**AGENDA ITEM TYPE:** Awards / Presentations / Proclamations

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Mayor Orsborn to proclaim September 17-23, 2021 as Constitution Week in the City of Buckeye.

SUMMARY

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

ATTACHMENTS:

Proclamation.pdf

City of Buckeye Proclamation
Constitution Week

WHEREAS, September 17, 2021 marks the 234th Anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to read, study, and preach the greatest document of human liberty and to protect the freedoms set forth in the Bill of Rights; and

WHEREAS, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

WHEREAS, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

NOW, THEREFORE, BE IT RESOLVED, that I, Eric W. Orsborn, Mayor of the City of Buckeye, do proclaim September 17th through September 23rd as **Constitution Week** in the City of Buckeye.

Given under my hand in these free United States in the City of Buckeye on the twenty-first day of September, two thousand twenty-one and to which I have caused the Seal of the City of Buckeye to be affixed and have made this proclamation public.

Signed: _____
Eric W. Orsborn, Mayor

Attest: _____
Lucinda J. Aja, City Clerk

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 3.B. Mayor Orsborn to proclaim September 23, 2021 as Thank A Water Worker Day in the City of Buckeye.
DATE PREPARED: 09/16/21	**DISTRICT NO.:**
STAFF LIAISON:	
DEPARTMENT:	**AGENDA ITEM TYPE:** Awards / Presentations / Proclamations

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Mayor Orsborn to proclaim September 23, 2021 as Thank A Water Worker Day in the City of Buckeye.

SUMMARY

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

ATTACHMENTS:

Thank A Water Worker Day Proclamation.pdf

City of Buckeye Proclamation
Thank A Water Worker Day

WHEREAS, Water professionals understand that protecting and managing Arizona's water supplies are essential to our state's future, which requires an educated and well-trained workforce; and

WHEREAS, These professionals include the operators of water and wastewater treatment systems and the technicians who maintain and repair the thousands of miles of water lines on a daily basis; and

WHEREAS, Running a water utility also requires the expertise of engineers, hydrologists, biologists, along with experts on water policy, economics, business administration, law, environmental sciences, and communications; and

WHEREAS, This diverse group works together daily to ensure water is delivered into our homes, businesses, schools, and health facilities twenty-four hours a day, seven days a week; and

WHEREAS, Having safe and reliable water is critical during regular times. It is even more vital during an emergency, disaster, or pandemic. During a time when millions of Americans were under a stay-at-home order, thousands of water employees in Arizona continued to leave their homes to carry out the essential work that communities can't live without; and

WHEREAS, We are grateful for their dedication every day of the year because, without that team of water experts, the reliability and safety of our water would not exist. So we give extra thanks to these essential workers this week as we salute the heroic service they provide and recognize the efforts of all the men and women of water, their commitment, passion, and dedication; and

NOW, THEREFORE, BE IT RESOLVED, that I, Eric W. Orsborn, Mayor of the City of Buckeye, do hereby proclaim September 23, 2021 as Thank A Water Worker Day as part of AMWUA Arizona Municipal Water Users Association statewide campaign.

Given under my hand in these free United States in the City of Buckeye on the twenty-first day of September, two thousand twenty-one and to which I have caused the Seal of the City of Buckeye to be affixed and have made this proclamation public.

Signed: _____
Eric W. Orsborn, Mayor

Attest: _____
Lucinda J. Aja, City Clerk

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 3.C. Joe Genovese, Sleep in Heavenly Peace, Matthew Boyd & Tim Williams, Parker Fasteners will provide Mayor & Council with an overview of the community bunk bed build held on August 14, 2021.
DATE PREPARED: 09/16/21	**DISTRICT NO.:**
STAFF LIAISON:	
DEPARTMENT: Mayor & Council	**AGENDA ITEM TYPE:** Awards / Presentations / Proclamations

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Joe Genovese with Sleep in Heavenly Peace and Matthew Boyd and Tim Williams with Parker Fasteners will provide Mayor and Council with an overview of the community bunk bed build held on August 14, 2021.

SUMMARY

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: 09/21/21	**AGENDA ITEM:** 4.A. Minutes
DATE PREPARED: 09/16/21	**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 minutes of the July 20, 2021 Special Council Meeting, August 17, 2021 Council Workshop, and August 17, 2021 Regular Council Meeting.

SUMMARY

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

ATTACHMENTS:

July 20, 2021 Special Council Meeting Minutes.pdf
08.17.2021 Council Workshop Minutes.pdf
08.17.2021 Regular Council Meeting Minutes.pdf

BUCKEYE, AZ

CITY OF BUCKEYE
SPECIAL COUNCIL MEETING
JULY 20, 2021
MINUTES

City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
4:00 PM

1. Call to Order/Roll Call

Mayor Orsborn called the meeting to order at 4:00 p.m.; Adam Zamora of Desert Hills Baptist Church led the invocation; Councilmember Goodman led the Pledge of Allegiance.

Members Present: Councilmember Goodman, (arrived at 4:08 p.m.), Councilmember Hess, Councilmember Guy, Councilmember Heustis, Vice Mayor Youngker and Mayor Orsborn.

Members Absent: Councilmember HagEstad.

Departments Present: City Manager Roger Klingler, Assistant City Manager James Shano, Deputy City Manager Dave Roderique, City Attorney Shiela Schmidt, Deputy City Clerk Summer Stewart, Assistant to Mayor and Council Christine Grundy, Interim Fire Chief Bill Stockley, Assistant Police Chief Bob Sanders, Chief Financial Officer William Kauppi, Human Resources Director Nancy Love, Public Works Director Scott Lowe, City Engineer Scott Zipprich, Water Resources Director Alisha Solano, Information Technology Director Greg Platacz, Community Services Director Miranda Gomez, and Construction and Contracting Manager Chris Williams.

2. Special Meeting

2.A Council to take action on Ordinance No. 11-21 levying upon the assessed valuation of the property subject to taxation within the City of Buckeye, Maricopa County, Arizona a certain sum to provide funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June, 2022.
Staff Liaison: William Kauppi, Chief Financial Officer

Mr. Kauppi presented an overview of Ordinance No. 11-21, which follows the prescribed form recommended for adoption and establishes a tax levy of $10,910,454 as set forth in the FY21-22 budget. In this ordinance, the City Council directs the County of Maricopa to levy the amount allowed by law. Property value estimates have been received from the County Assessor's office and are available for public inspection in the offices of the City Clerk and Finance Department. The estimated rate required to produce the tax levy is $1.7671 per One Hundred Dollars ($100.00) of assessed valuation. A motion was made by Councilmember Heustis and seconded by Vice Mayor Youngker to adopt Ordinance No. 11-21 levying upon the assessed valuation of the property subject to taxation within the City of Buckeye, Maricopa County, Arizona a certain sum to provide funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June, 2022.
Roll Call Vote:
Councilmember HagEstad: absent
Councilmember Goodman: absent

Councilmember Guy: aye
Councilmember Hess: aye
Councilmember Heustis: aye
Vice Mayor Youngker: aye
Mayor Orsborn: aye
Motion carried.

2.B Council to take action on Ordinance No. 12-21 adopting the establishment and levy of an annual assessment by the Governing Body of the following Street Lighting Improvement Districts ("SLIDs"): 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 2021-SLID-001, comprised of Buckeye Parkway Center; for Fiscal Year 2021-2022 beginning July 1, 2021, and ending June 30, 2022, upon each property within the District, a certain sum sufficient to raise the amounts estimated to be required in the annual budget.
Staff Liaison: Scott Lowe, Public Works Director

Mr. Lowe provided an overview of Ordinance No. 12-21 adopting the establishment and levy of an annual assessment by the Governing Body of the City of Buckeye's Street Lighting Improvement Districts. A motion was made by Councilmember Heustis and seconded by Vice Mayor Youngker to adopt Ordinance No. 12-21 adopting the establishment and levy of an annual assessment by the Governing Body of the following Street Lighting Improvement Districts ("SLIDs"): 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 2021-SLID-001, comprised of Buckeye Parkway Center; for Fiscal Year 2021-2022

beginning July 1, 2021, and ending June 30, 2022, upon each property within the District, a certain sum sufficient to raise the amounts estimated to be required in the annual budget. Motion passed unanimously.

2.C Council to take action on Resolution No. 58-21 in support of the development of a Basketball Academy and Sports Facility on property owned by Buckeye Union High School District No. 201 in the City of Buckeye, Arizona.
Staff Liaison: Dave Roderique, Deputy City Manager/Economic Development Director

Mr. Roderique presented an overview of Resolution No. 58-21 in support of the development of a basketball academy and sports facility on property owned by Buckeye Union High School District No. 201 in the City of Buckeye. The development of such facility will be performed by third parties. Chris Miller with CMG provided an update on the project, which is in the design phase. Councilmember Heustis requested information regarding project timelines and hotel facilities. Mr. Miller stated the project groundbreaking is anticipated to be in November or December, 2021 with a completion date of March, 2023. Vice Mayor Youngker requested further information regarding project funding. Mr. Miller provided further information regarding project funding and hotel facilities and retail in the area. Mayor Orsborn requested further information regarding the project timeline. Mr. Miller provided additional information regarding the project timeline and the need for the facility to be open in March, 2023. Councilmember Goodman requested further information regarding expected public attendance and revenues. Mr. Miller provided information regarding expected public attendance and revenues. A motion was made by Councilmember Heustis and seconded by Vice Mayor Youngker to adopt Resolution No. 58-21 in support of the development of a Basketball Academy and Sports Facility on property owned by Buckeye Union High School District No. 201 in the City of Buckeye, Arizona. Motion passed unanimously.

3. Council will make a motion to adjourn the meeting
A motion was made by Vice Mayor Youngker and seconded by Councilmember Heustis to adjourn the meeting at 4:19 p.m. Motion passed unanimously.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Special Council Meeting held on July 20, 2021. I further certify that a quorum was present.

_____
Lucinda J. Aja, City Clerk

BUCKEYE, AZ

CITY OF BUCKEYE
COUNCIL WORKSHOP
AUGUST 17, 2021
MINUTES

City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
4:00 PM

1. Call to Order/Roll Call

Mayor Orsborn called the meeting to order at 4:00 p.m.

Members Present: Councilmember HagEstad (arrived at 4:05 p.m.), Councilmember Goodman, Councilmember Guy, Councilmember Heustis, and Mayor Orsborn.

Members Absent: Councilmember Hess and Vice Mayor Youngker.

Departments Present: City Manager Roger Klingler, Assistant City Manager James Shano, City Attorney Shiela Schmidt, City Clerk Lucinda Aja, Deputy City Clerk Summer Stewart, Community Services Director Miranda Gomez, Development Services Director Brian Craig, Information Technology Director Greg Platacz, and Water Resources Director Alisha Solano.

2. Workshop Items

2.A Presentation regarding a Cost Recovery Study being prepared by the Community Services Department through its consultant 110 Percent.

Staff Liaison: Miranda Gomez, Community Services Director

Ms. Gomez opened the presentation and introduced Farrell Buller, Principal Consultant with 110 Percent. In the coming fiscal year, the Community Services Department plans to expand its service portfolio, prompting a review of department fees. To facilitate this process 110 Percent has been commissioned to complete a Cost Recovery Study for programs and services offered. Ms. Buller provided an overview of cost recovery and subsidy and stated the study is a planning tool to be used to ensure decisions and strategies are aligned and coordinated among staff and Council. The 2016 methodology for cost recovery was reviewed; cost recovery work has evolved and new tools are available. The tax investment/revenue enhancement philosophy was described and summarized and includes service categories, beneficiary of service, and cost of service. Service categories were listed and reviewed; beneficiary of service determinations were described; and cost of service was explained. The City's draft cost recovery continuum was displayed and reviewed. Ms. Gomez stated that so far in the process staff has identified service categories and has received input from Library Advisory Board and Community Services Advisory Board regarding beneficiary of service. 100 Percent is now reviewing cost of service and once complete, project outcomes can be completed, the cost recovery continuum can be finalized, establish program and service goals, and utilize reports to determine efficacy of current programs. Once the process is complete, a comprehensive guide will be created regarding cost recovery goals. Councilmember Heustis requested further information regarding cost recovery determinations. Ms. Gomez provided further information regarding cost recovery determinations and the process for determining which services provide the most community benefit versus individualized benefit. Ms. Buller stated the goal is to decrease and eliminate the idea of personal values and instead determine community value. Councilmember Guy expressed how

valuable this tool will be and is excited about this process moving forward. Mayor Orsborn requested clarification regarding current cost recovery. Ms. Gomez provided information regarding the Community Services Department Budget and current cost recovery; stated some programs generate higher revenues than others; confirmed first steps include identifying operation and maintenance costs, where revenues are generated, and potential reinvestment; confirmed cost recovery tools and guidelines will be reviewed and examined regularly.

2.B Water Resources to present an update on the AMI Customer Portal roll out and utilization to Council.
Staff Liaison: Alisha Solano, Water Resources Director

Ms. Solano opened the presentation and provided an overview of the advanced metering infrastructure (AMI) and advanced customer portal. Consumer Advocate Elsa Llamas-Varela described the AMI and its benefits; depictions of the advanced customer portal were displayed and described. The customer portal is available to all customers at their request and provides them with a valuable tool for monitoring water usage and identifying overages and potential leaks. There are currently 1,092 customers enrolled in the customer portal citywide. Meters are replaced regularly and in accordance with the meter maintenance and replacement program. Mayor Orsborn requested clarification regarding preferred meters. Ms. Llamas-Varela confirmed the Badger meter is the preferred meter. Customer feedback was reviewed with positive comments received. Councilmember Guy requested further information regarding the preferred meter and meter replacement. Ms. Llamas-Varela confirmed the City is standardizing to the Badger meter and provided further information regarding meter replacement; stated meters are replaced in accordance with the meter maintenance and replacement program or at the request of customers wishing to enroll in the advanced customer portal; stated there are approximately 26,000 water customer accounts; confirmed customers may call in or complete an online form to request access to the advanced customer portal, but they are not automatically enrolled. Councilmember Goodman requested further information regarding meter maintenance. Ms. Llamas-Varela confirmed the City replaces its own meters and does not refurbish meters. Councilmember Heustis provided comments regarding the value and accuracy of the advanced customer portal. Mayor Orsborn requested further information regarding customers signing up for the portal; stated this tool provides transparency in water usage and billing. Ms. Llamas-Varela stated there are a higher number of customers that have signed up in the active adult communities because many of them travel for extended periods and this tool provides them with the ability to monitor daily water usage; confirmed staff can review water usage for all customers even if they have not enrolled in the advanced customer portal, providing a valuable tool for staff to assist customers with determining potential leaks or issues; stated staff continues the proactive high usage customer outreach and customers are notified if there is continuous water usage and trouble-shooting guides are provided. The GIS tool used to monitor usage was reviewed. Mr. Platacz presented information regarding the value of the GIS tool.

3. Adjournment.
A motion was made by Councilmember Heustis and seconded by Councilmember Goodman to adjourn the meeting at 5:07 p.m. Motion passed unanimously.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Council Workshop held on August 17, 2021. I further certify that a quorum was present.

_____

Lucinda J. Aja, City Clerk

BUCKEYE, AZ

CITY OF BUCKEYE
REGULAR COUNCIL MEETING
AUGUST 17, 2021
MINUTES

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

1. Call to Order/Invocation/Pledge of Allegiance/Roll Call
Mayor Orsborn called the meeting to order at 6:00 p.m.; Susan Cheatham of Susan Cheatham Ministries led the invocation; Councilmember Heustis led the Pledge of Allegiance.

Members Present: Councilmember Goodman, Councilmember HagEstad, Councilmember Hess, Councilmember Guy, Councilmember Heustis, and Mayor Orsborn.

Members Absent: Vice Mayor Youngker.

Departments Present: City Manager Roger Klingler, Assistant City Manager James Shano, Deputy City Manager Dave Roderique, City Attorney Shiela Schmidt, City Clerk Lucinda Aja, Deputy City Clerk Summer Stewart, Assistant to Mayor and Council Christine Grundy, Interim Fire Chief Bill Stockley, Police Chief Larry Hall, Chief Financial Officer William Kauppi, Human Resources Director Nancy Love, Public Works Director Scott Lowe, City Engineer Scott Zipprich, Development Services Director Brian Craig, Water Resources Director Alisha Solano, Information Technology Director Greg Platacz, and Community Services Director Miranda Gomez.

2. Comments from the Public – None.

3. Awards/Presentations/Proclamations – None.

4. Minutes

4.A A motion was made by Councilmember Heustis and seconded by Councilmember Goodman to approve the minutes of the June 15, 2021 Special Council Meeting and Executive Session, June 15, 2021 Regular Council Meeting, July 6, 2021 Special Council Meeting and Executive Session, July 6, 2021 Council Workshop, and July 6, 2021 Regular and Special Council Meeting. Motion passed unanimously.

5. Expenditures

5.A A motion was made by Councilmember Heustis and seconded by Councilmember Goodman to ratify the payment of the accounts payable expenditures made. Motion passed unanimously.

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. Councilmember Heustis requested item *6.A be pulled for discussion. After discussion was held regarding item *6.A, A motion was made by Councilmember Heustis and seconded by Councilmember Goodman to approve Items *6.A, *6.B, *6.C, *6.D, *6.E, *6.F, *6.G, *6.H, *6.I, *6.J, *6.K, *6.L, *6.M, *6.N, *6.O, *6.P, *6.Q, *6.R, *6.S, *6.T, *6.U, *6.V, *6.W, *6.X, *6.Y, *6.Z, *6.AA, and *6.AB. Motion passed unanimously.

***6.A Council to take action on the appointment of Martin Garcia Enriquez as a Regular Member of the Community Services Advisory Board with a term expiration date of December 2025.**
Staff Liaison: Summer Stewart, Deputy City Clerk

Councilmember Heustis pulled this item for discussion, recognized Martin Garcia Enriquez, and thanked him for volunteering to serve as a member of the Community Services Advisory Board. Council approved the appointment of Martin Garcia Enriquez as a Regular Member of the Community Services Advisory Board with a term expiration date of December 2025.

***6.B Council to take action on the removal of Nathan Balos, Anakaren Almonte Montelongo, Kaija Martin, Kayla Black, Kelsi Hyer, and John Rico as regular members of the Buckeye Youth Council, and the appointment of Natalie Tierney, Teuila Lafi, Ariana Flores, Ryden Saiz, Vittoria Campanile, and Summer Elliott as regular members of the Buckeye Youth Council, with a term expiration date of August, 2023.**
Staff Liaison: Maria Riebs, Assistant to Council

Council approved the removal of Nathan Balos, Anakaren Almonte Montelongo, Kaija Martin, Kayla Black, Kelsi Hyer, and John Rico as regular members of the Buckeye Youth Council, and the appointment of Natalie Tierney, Teuila Lafi, Ariana Flores, Ryden Saiz, Vittoria Campanile, and Summer Elliott as regular members of the Buckeye Youth Council, with a term expiration date of August, 2023.

***6.C Council to take action on a Vehicle Lease Agreement V202-08-BKY ("Lease") between the City of Buckeye ("Buckeye") and Area Agency on Aging, Region One, Incorporated ("Area Agency") for lease vehicles for a term of one year ending June 30, 2022. The vehicles will be utilized for home delivered meal and transportation service programs for the City of Buckeye Senior Program; authorizing the City Manager to approve, execute and deliver all current and future documents in connection with the Lease between Area Agency and Buckeye, including any Amendments thereto.**
Staff Liaison: Philip Yabes, Senior Center Manager

Council approved the Vehicle Lease Agreement V202-08-BKY ("Lease") between the City of Buckeye ("Buckeye") and Area Agency on Aging, Region One, Incorporated ("Area Agency") for lease vehicles for a term of one year ending June 30, 2022. The vehicles will be utilized for home delivered meal and transportation service programs for the City of Buckeye Senior Program; authorizing the City Manager to approve, execute and deliver all current and future documents in connection with the Lease between Area Agency and Buckeye, including any Amendments thereto.

***6.D Council to take action on the Memorandum of Understanding (MOU) between the City of Buckeye and the Friends of the Buckeye Public Library (FBPL), an Arizona non-profit corporation, relating to each party's mutually beneficial support of the other, and authorizing the City Manager to execute and deliver said memorandum on behalf of the City.**
Staff Liaison: Jana White, Library Manager

Council approved the Memorandum of Understanding (MOU) between the City of Buckeye and the Friends of the Buckeye Public Library (FBPL), an Arizona non-profit corporation, relating to each party's mutually beneficial support of the other, and authorizing the City Manager to execute and deliver said memorandum on behalf of the City.

***6.E Council to take action on the Construction Contract (No. 2021036) between the City of Buckeye, an Arizona municipal corporation, and LightDay Solar, Inc., an Arizona corporation for labor, materials, equipment and services required for the purchase and installation of Emergency Generators at six (6) locations throughout the city of Buckeye, and authorizing the Mayor to execute and deliver said contract on behalf of the city.**

Staff Liaison: Chris Williams, Construction and Contracting Manager

Council approved the Construction Contract (No. 2021036) between the City of Buckeye, an Arizona municipal corporation, and LightDay Solar, Inc., an Arizona corporation for labor, materials, equipment and services required for the purchase and installation of Emergency Generators at six (6) locations throughout the city of Buckeye, and authorizing the Mayor to execute and deliver said contract on behalf of the city.

***6.F Council to take action on the Sale of Real Property-Sonoran Ridge Water System, IFB Solicitation #2021041 between the City of Buckeye, an Arizona municipal corporation identified as the Seller and Jen Arizona 36, LLC, Michael K. Jesberger identified as the Purchaser; authorizing the Mayor to execute and deliver said Purchase Agreement, Bill of Sale and Special Warranty Deed on behalf of the City for $1,001,000; and authorizing the Mayor or City Manager to approve, execute, and deliver any other Transfer Instruments or transaction documents required for closing escrow.**
Staff Liaisons: Chris Williams, Construction and Contracting Manager
Alisha Solano, Water Resources Director

Council approved the Sale of Real Property-Sonoran Ridge Water System, IFB Solicitation #2021041 between the City of Buckeye, an Arizona municipal corporation identified as the Seller and Jen Arizona 36, LLC, Michael K. Jesberger identified as the Purchaser; authorizing the Mayor to execute and deliver said Purchase Agreement, Bill of Sale and Special Warranty Deed on behalf of the City for $1,001,000; and authorizing the Mayor or City Manager to approve, execute, and deliver any other Transfer Instruments or transaction documents required for closing escrow.

***6.G Council to take action on Task Order No. 15 (Contract 2016-020-032) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn and Associates, Inc., an Arizona corporation, to provide preliminary design services for roadway intersection improvements to Watson Road and Broadway Road; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.**
Staff Liaison: Chris Williams, Construction and Contracting Manager

Council approved Task Order No. 15 (Contract 2016-020-032) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn and Associates, Inc., an Arizona corporation, to provide preliminary design services for roadway intersection improvements to Watson Road and Broadway Road; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.

***6.H Council to take action on the Design Services Contract (No. 2021021) between the City of Buckeye, an Arizona municipal corporation, and Hazen and Sawyer, a New York corporation, for services required to complete the design of Farallon Water Campus No. 16; and authorizing the Mayor to execute and deliver said Contract on behalf of the City.**
Staff Liaison: Chris Williams, Construction and Contracting Manager

Council approved the Design Services Contract (No. 2021021) between the City of Buckeye, an Arizona municipal corporation, and Hazen and Sawyer, a New York corporation, for services required to complete the design of Farallon Water Campus No. 16; and authorizing the Mayor to execute and deliver said Contract on behalf of the City.

***6.I Council to take action on the Delivery Order No. 8 (Job Order Contract No. 2019012.04) between the City of Buckeye, an Arizona municipal corporation, and PCL Construction, Inc., a Colorado corporation, for labor, materials, equipment and services required to upgrade the Central Wastewater Treatment Plant (WWTP), Train C; and authorizing the Mayor to execute and deliver said Delivery Order on behalf of the City.**
Staff Liaison: Chris Williams, Construction and Contracting Manager

Council approved the Delivery Order No. 8 (Job Order Contract No. 2019012.04) etween the City of Buckeye, an Arizona municipal corporation, and PCL Construction, Inc., a Colorado corporation, for labor, materials, equipment and services required to upgrade the Central Wastewater Treatment Plant (WWTP), Train C; and authorizing the Mayor to execute and deliver said Delivery Order on behalf of the City.

***6.J Council to take action on the expenditure of not to exceed $186,000 related to the purchase of chemicals for the disinfection process for water treatment for Fiscal Year 2021-2022 through Hill Brothers Chemical Company, a California corporation.**
Staff Liaison: Chris Williams, Construction and Contracting Manager

Council approved the expenditure of not to exceed $186,000 related to the purchase of chemicals for the disinfection process for water treatment for Fiscal Year 2021-2022 through Hill Brothers Chemical Company, a California corporation.

***6.K Council to take action on Task Order No. 4 to the On-Call Consulting for Engineering and Architectural Services Civil Plan Review Contract (No. 2016-020-043) between the City of Buckeye, an Arizona municipal corporation, and Michael Baker International, Inc., a Pennsylvania corporation, related to the continuation of Civil Plan Review Services; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.**
Staff Liaison: Chris Williams, Construction and Contracting Manager

Council approved Task Order No. 4 to the On-Call Consulting for Engineering and Architectural Services Civil Plan Review Contract (No. 2016-020-043) between the City of Buckeye, an Arizona municipal corporation, and Michael Baker International, Inc., a Pennsylvania corporation, related to the continuation of Civil Plan Review Services; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.

***6.L Council to take action on the expenditure of not to exceed $150,000 for Civil Plan Review Services for Fiscal Year 2021-2022 through Sunrise Engineering, Inc., an Arizona corporation.**
Staff Liaison: Chris Williams, Construction and Contracting Manager

Council approved the expenditure of not to exceed $150,000 for Civil Plan Review Services for Fiscal Year 2021-2022 through Sunrise Engineering, Inc., an Arizona corporation.

***6.M Council to take action on the Contraction Manager at Risk Contract (2021044) between the City of Buckeye, an Arizona municipal corporation, and ForeSite Design and Construction, Inc., an Arizona corporation, for labor, materials, equipment and services required to complete the Police Training Facility; and authorizing the Mayor to execute and deliver said Contract on behalf for the City.**
Staff Liaison: Chris Williams, Construction and Contracting Manager

Council approved the Contraction Manager at Risk Contract (2021044) between the City of Buckeye, an Arizona municipal corporation, and ForeSite Design and Construction, Inc., an Arizona corporation, for labor, materials, equipment and services required to complete the Police Training Facility; and authorizing the Mayor to execute and deliver said Contract on behalf for the City.

***6.N Council to take action on the Professional Service Agreement (No. 2021028.1) between the City of Buckeye, an Arizona municipal corporation, and National Demographics Corporation, in partnership with Bruce Adelson of Federal Compliance Consulting, LLC, a Maryland corporation, to assist the City in the redistricting process by preparing plans for district boundaries; and authorizing the Mayor to execute and deliver said Agreement on behalf of the City.**
Staff Liaison: Chris Williams, Construction and Contracting Manager

Council approved the Professional Service Agreement (No. 2021028.1) between the City of Buckeye, an Arizona municipal corporation, and National Demographics Corporation, in partnership with Bruce Adelson of Federal Compliance Consulting, LLC, a Maryland corporation, to assist the City in the redistricting process by preparing plans for district boundaries; and authorizing the Mayor to execute and deliver said Agreement on behalf of the City.

***6.O Council to take action on Task Order No. 16 (Contract 2016-020-032) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn and Associates, Inc., an Arizona corporation, to provide final design services for roadway widening improvements to Miller Road between Lower Buckeye Road to Pima Street; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.**
Staff Liaison: Chris Williams, Construction and Contracting Manager

Council approved Task Order No. 16 (Contract 2016-020-032) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn and Associates, Inc., an Arizona corporation, to provide final design services for roadway widening improvements to Miller Road between Lower Buckeye Road to Pima Street; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.

***6.P Council to take action on Resolution No. 51-21 accepting a Petition for Formation of a Street Lighting Improvement District; declaring its intention to form a Street Lighting Improvement District; designating such District as the "City of Buckeye Street Lighting Improvement District No. 2021-SLID-002"; providing for the annual levy of taxes or assessments equally apportioned upon all of the non-public property owners in the District to purchase energy for the lighting of public streets and parks within and adjacent to the District; and ordering recording and filing of this Resolution.**
Staff Liaison: Scott Lowe, Public Works Director

Council adopted Resolution No. 51-21 accepting a Petition for Formation of a Street Lighting Improvement District; declaring its intention to form a Street Lighting Improvement District; designating such District as the "City of Buckeye Street Lighting Improvement District No. 2021-SLID-002"; providing for the annual levy of taxes or assessments equally apportioned upon all of the non-public property owners in the District to purchase energy for the lighting of public streets and parks within and adjacent to the District; and ordering recording and filing of this Resolution.

***6.Q Council to take action on Resolution No. 52-21 ordering the Work as described in Resolution No. 51-21 forming City of Buckeye Street Lighting Improvement District No. 2021-SLID-002; and ordering recording and filing of this Resolution.**
Staff Liaison: Scott Lowe, Public Works Director

Council adopted Resolution No. 52-21 ordering the Work as described in Resolution No. 51-21 forming City of Buckeye Street Lighting Improvement District No. 2021-SLID-002; and ordering recording and filing of this Resolution.

***6.R Council to take action on the expenditure of General Funds to purchase twenty-two (22) vehicles with related emergency lighting and equipment for the Police Department utilizing various State and local contracts for an amount not to exceed $1,400,000; and authorizing the City Manager or designee to execute and deliver all related documents necessary for the purchases.**
Staff Liaison: Scott Lowe, Public Works Director

Council approved Council to take action on the expenditure of General Funds to purchase twenty-two (22) vehicles with related emergency lighting and equipment for the Police Department utilizing various State and local

contracts for an amount not to exceed $1,400,000; and authorizing the City Manager or designee to execute and deliver all related documents necessary for the purchases.

***6.S Council to approve a no cost property lease between the Buckeye Union High School District No. 201 and the City of Buckeye to provide a site for street sweeper debris disposal, in exchange for sweeper operations on Energy Way; and authorizing the Mayor or the City Manager to execute and deliver said lease on behalf of the City.**
Staff Liaison: Scott Lowe, Public Works Director

Council approved a no cost property lease between the Buckeye Union High School District No. 201 and the City of Buckeye to provide a site for street sweeper debris disposal, in exchange for sweeper operations on Energy Way; and authorizing the Mayor or the City Manager to execute and deliver said lease on behalf of the City.

***6.T Council to take action on Resolution No. 53-21 authorizing the submission of a grant application to the U.S. Department of Transportation Federal Aviation Administration Airport Rescue Grants, under the American Rescue Plan Act of 2021 in the amount of $32,000 consistent with the requirements of the Act and applicable laws and regulations; and authorizing the Mayor and City Manager to execute and deliver related documents on behalf of the City.**
Staff Liaison: Jeff Webbe, Airport Coordinator

Council adopted Resolution No. 53-21 authorizing the submission of a grant application to the U.S. Department of Transportation Federal Aviation Administration Airport Rescue Grants, under the American Rescue Plan Act of 2021 in the amount of $32,000 consistent with the requirements of the Act and applicable laws and regulations; and authorizing the Mayor and City Manager to execute and deliver related documents on behalf of the City.

***6.U Council to take action on approving the Wired Telecommunications License and Right-of-Way Use Agreement between the City of Buckeye, an Arizona municipal corporation and Accipiter Communications Inc. d/b/a Zona Wyyerd, a Nevada corporation and Wyyerd Connect, LLC d/b/a Zona Wyyerd Network Services, a Delaware limited liability company; and authorizing the City Manager to execute and deliver said Agreement on behalf of the City.**
Staff Liaison: Paul Lopez, Deputy City Engineer

Council approved the Wired Telecommunications License and Right-of-Way Use Agreement between the City of Buckeye, an Arizona municipal corporation and Accipiter Communications Inc. d/b/a Zona Wyyerd, a Nevada corporation and Wyyerd Connect, LLC d/b/a Zona Wyyerd Network Services, a Delaware limited liability company; and authorizing the City Manager to execute and deliver said Agreement on behalf of the City.

***6.V Council to take action on a minor subdivision for Juan and Irma Escobar, generally located southeast of South Rainbow Road and West Lower Buckeye Road.**
Staff Liaison: Patricia Cooley, Planner I

Council approved a minor subdivision for Juan and Irma Escobar, generally located southeast of South Rainbow Road and West Lower Buckeye Road.

***6.W Council to take action on a final plat for Sun City Festival Parcel HH1-4, generally located northeast of the intersection of Beardsley Parkway and Desert Oasis Boulevard.**
Staff Liaison: Robert Busick, Planner II

Council approved a final plat for Sun City Festival Parcel HH1-4, generally located northeast of the intersection of Beardsley Parkway and Desert Oasis Boulevard.

***6.X Council to take action on a final plat for Sun City Festival Parcel K2 and N2, generally located southwest of the intersection of Sun Valley Parkway and Canyon Springs Boulevard. Summary: The applicant has requested approval of a final plat of Parcel K2 and N2 of Sun City Festival. The final plat is 18.87 acres and includes 58 single-family residential lots, with 4.21 acres of landscaped open space, parks, recreation areas, and trails. Additional recreational amenities are located in the adjacent units of Sun City Festival. Approval of the final plat will allow continued development of traditional single-family residences within Sun City Festival. Requested by Dan Pottinger, Cardno Inc., on behalf of Laura Meyers, Pulte Home Company, LLC.**
Staff Liaison: Robert Busick, Planner II

Council approved a final plat for Sun City Festival Parcel K2 and N2, generally located southwest of the intersection of Sun Valley Parkway and Canyon Springs Boulevard. Summary: The applicant has requested approval of a final plat of Parcel K2 and N2 of Sun City Festival. The final plat is 18.87 acres and includes 58 single-family residential lots, with 4.21 acres of landscaped open space, parks, recreation areas, and trails. Additional recreational amenities are located in the adjacent units of Sun City Festival. Approval of the final plat will allow continued development of traditional single-family residences within Sun City Festival. Requested by Dan Pottinger, Cardno Inc., on behalf of Laura Meyers, Pulte Home Company, LLC.

***6.Y Council to take action on a final plat of Verrado Victory District Phase 8, generally located north of Victory Phases 7A and 7B and west of the Tuthill Roadway alignment and north of Tiger Mountain Drive within the Verrado Victory District.**
Staff Liaison: Sean Banda, Senior Planner

Council approved a final plat of Verrado Victory District Phase 8, generally located north of Victory Phases 7A and 7B and west of the Tuthill Roadway alignment and north of Tiger Mountain Drive within the Verrado Victory District.

***6.Z Council to take action on a final plat for Copper Falls Parcel 1, generally located northwest of the intersection of Miller Road and Southern Avenue.**
Staff Liaison: Randy Proch, Senior Planner

Council approved a final plat for Copper Falls Parcel 1, generally located northwest of the intersection of Miller Road and Southern Avenue.

***6.AA Council to take action on a final plat for Copper Falls Parcel 2, generally located northwest of the intersection of Miller Road and Southern Avenue.**
Staff Liaison: Randy Proch, Senior Planner

Council approved a final plat for Copper Falls Parcel 2, generally located northwest of the intersection of Miller Road and Southern Avenue.

***6.AB Council to take action on Resolution No. 57-21 approving the First Amendment to Groundwater Savings Facility Storage Agreement between the City (formerly Town) of Buckeye and Tonopah Irrigation District; and authorizing the Mayor to execute and deliver said Amendment.**
Staff Liaison: Ron Whitler, Water Resources Hydrologist

Council adopted Resolution No. 57-21 approving the First Amendment to Groundwater Savings Facility Storage Agreement between the City (formerly Town) of Buckeye and Tonopah Irrigation District; and authorizing the Mayor to execute and deliver said Amendment.

7. Public Hearings / Non-Consent - New Business

7.A Council to hold a public hearing and take action on the request for a Series 7 Beer and Wine Bar Liquor License Application for Sundance Golf Club, located at 900 South Sundance Parkway in Buckeye.
Staff Liaison: Lucinda Aja, City Clerk

Ms. Aja provided an overview of the request for approval of a Series 7 Beer and Wine Bar liquor license for the existing Sundance Golf Club due to a change of ownership. The applicant was available for questions. Councilmember Heustis requested clarification regarding the current license. Ms. Aja clarified the Sundance Golf Club currently has a Series 7 liquor license and is requesting an updated one due to a change of ownership. Mayor Orsborn opened a public hearing at 6:07 p.m. to hear citizen input regarding the request for approval of a Series 7 Beer and Wine Bar liquor license for the existing Sundance Golf Club. There being no public comment, Mayor Orsborn closed the public hearing at 6:07 p.m. A motion was made by Councilmember Heustis and seconded by Councilmember Goodman to approve the request for a Series 7 Beer and Wine Bar Liquor License Application for Sundance Golf Club, located at 900 South Sundance Parkway in Buckeye. Motion passed unanimously.

7.B Council to hold a public hearing and take action on Ordinance No. 15-21 amending the Zoning Map of the City of Buckeye on approximately 18.9 acres, located generally at the southeast corner of 215th Avenue and Roosevelt Street, from SF-43, Single-Family Rural Residential, to BP, Business Park District, for a property known as Verrado Way and Roosevelt Street.
Staff Liaison: Randy Proch, AICP, Senior Planner

Mr. Proch provided an overview of rezone Ordinance No. 15-21. Nicholas Maxwell, on behalf of CVL Consultants, is requesting a rezone of approximately 18.9 acres located at the southeast corner of 215th Avenue and Roosevelt Street. The property is currently zoned Single-Family 43 (SF-43). The request is to rezone to Business Park (BP). The rezone will facilitate the construction of two flex-use industrial building. The proposed rezoning will support new business and employment opportunities within the Buckeye Gateway Activity Center. The site is mostly surrounded by undeveloped land to the north and west. Several higher education facilities are located east and south of the proposed site. Staff recommends approval with conditions. Mayor Orsborn opened a public hearing at 6:13 p.m. to hear citizen input regarding rezone Ordinance No. 15-21. There being no public comment, Mayor Orsborn closed the public hearing at 6:14 p.m. Councilmember Heustis requested further information regarding traffic at the site. Mr. Proch stated use at the site will not include semi-truck traffic. Councilmember Hess requested further information regarding the proposed use. Mr. Proch stated the City does allow the proposed use and construction of a tilt-up industrial flex buildings; proposed elevations of the tilt-up buildings were displayed. Mayor Orsborn requested further information regarding tilt-up construction. Mr. Proch confirmed tilt-up construction has been used in other areas of the City. A motion was made by Councilmember Heustis and seconded by Councilmember Goodman to adopt Ordinance No. 15-21 amending the Zoning Map of the City of Buckeye on approximately 18.9 acres, located generally at the southeast corner of 215th Avenue and Roosevelt Street, from SF-43, Single-Family Rural Residential, to BP, Business Park District, for a property known as Verrado Way and Roosevelt Street. Motion passed unanimously.

7.C Council to approve the Memorandum of Understanding (MOU) between the City of Buckeye and Salt River Project (SRP) to support the feasibility evaluation for modification to Bartlett Dam and authorize the Mayor to sign the MOU on behalf of the City.
Staff Liaison: Alisha Solano, Water Resources Director

Ms. Solano provided an overview of the Memo of Understanding (MOU) between the City of Buckeye and Salt River Project (SRP). This non-binding memorandum of understanding allows the City of Buckeye to show it's support, in conjunction with SRP and several other entities, of the Bartlett Dam Modification Feasibility Study as well as Buckeye's intent to participate in the cost sharing for this study and engage as an active steering committee member. The purpose of this MOU is to describe the cooperative efforts and roles and responsibilities of the participating parties related to supporting Reclamation in completing the Bartlett Dam Modification Feasibility Study as recommended in the Draft Appraisal Report. The Water Resources Department has included any costs

associated with this MOU in the budget. Staff recommends approval of the MOU. Councilmember Heustis requested further clarification regarding costs and potential impacts to the City. Ms. Solano clarified there are no obligated costs at this time, but approval confirms Buckeye's support of the Barlett Dam Modification Feasibility Study and intent to participate in cost sharing; stated the importance of Buckeye being an active member and the potential of gaining additional water surface supplies. Mayor Orsborn requested further information regarding the Water Resources Master Plan. Ms. Solano stated this water surface supply was not included in the Water Resources Master Plan because it is a new water surface supply identified by SRP. A motion was made by Councilmember Heustis and seconded by Councilmember Goodman to approve the Memorandum of Understanding (MOU) between the City of Buckeye and Salt River Project (SRP) to support the feasibility evaluation for modification to Bartlett Dam and authorize the Mayor to sign the MOU on behalf of the City.

7.D Council to take action on Resolution No. 56-21 approving the Public Infrastructure Reimbursement Agreement between the City of Buckeye and Circle Road Capital, LLC, an Arizona limited liability company; and authorizing the Mayor to execute and deliver said Agreement.
Staff Liaison: Scott Zipprich, City Engineer

Mr. Roderique provided an overview of Resolution No. 56-21 approving the Public Infrastructure Reimbursement Agreement between the City of Buckeye and Circle Road Capital, LLC. Circle Road Capital, LLC is the owner of approximately 14.82 acres at the southwest corner of Indian School Road and Jackrabbit Trail and plans to construct a new commercial/retail center. The public infrastructure to be constructed and installed by the owner, while necessary to serve development within the commercial/retail center, also includes certain improvements that are of regional benefit to the City and its residents. Given the regional significance of the public infrastructure the City is willing to reimburse the owner for these regional improvements, subject to the terms and conditions set forth in the presented agreement. Vicinity maps depicting the project and the public infrastructure to be constructed and installed by the owner were displayed. Staff recommends approval. Mayor Orsborn requested further information regarding the Agreement. Mr. Roderique stated this Agreement relates to public infrastructure reimbursement whereby the developer constructs public infrastructure that has a regional benefit and the City is reimbursing the developer for that public infrastructure rather than the City constructing the public infrastructure. A motion was made by Councilmember Heustis and seconded by Councilmember Goodman to adopt Resolution No. 56-21 approving the Public Infrastructure Reimbursement Agreement between the City of Buckeye and Circle Road Capital, LLC, an Arizona limited liability company; and authorizing the Mayor to execute and deliver said Agreement. Motion passed unanimously.

8. Staff Reports / Discussion and Possible Direction from Council

8.A Chief Financial Officer William Kauppi will provide a brief report on the City's current finances.

Mr. Kauppi provided a brief overview of the City's current finances, including unaudited year end revenues and expenditures, transaction privilege tax (TPT) collections, State Shared Revenues (SSR), permitting activity, and the Highway User Revenue Fund (HURF). Mayor Orsborn requested further clarification regarding retail tax collections; requested further information regarding water resources revenues. Mr. Kauppi provided further clarification regarding the collection of online retail sales tax, which represents 21.13 percent of retail sales tax collected; stated growth and the placement of more efficient meters resulted in higher water resources revenues. Councilmember Heustis requested clarification regarding sales tax collection. Mr. Kauppi stated several years ago municipalities were able to collect their own sales tax, but a legislative change now requires all sales tax to be collected by the Arizona Department of Revenue.

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

Mr. Klingler presented a brief report and summary of current events.

10. Comments from the Mayor and Council

Councilmember HagEstad: no comment.

Councilmember Goodman: presented a boards and commissions update.

Councilmember Heustis: no comment.

Councilmember Guy: no comment.

Councilmember Hess: congratulated new CSAB member Martin Garcia Enriquez.

Vice Mayor Youngker: absent.

Mayor Orsborn: presented statements regarding the amount of work to create an agenda and packet, although many items may be approved by one vote of Council on the Consent Agenda; presented information regarding recent events attended.

11. Council will make a motion to adjourn the meeting

A motion was made by Councilmember Heustis and seconded by Councilmember Goodman to adjourn the meeting at 7:04 p.m. Motion passed unanimously.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Council Meeting held on August 17, 2021. I further certify that a quorum was present.

_____
Lucinda J. Aja, City Clerk

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 5.A. City Expenditures
DATE PREPARED: 09/16/21	**DISTRICT NO.:** ALL
STAFF LIAISON:	
DEPARTMENT:	**AGENDA ITEM TYPE:** Expenditures

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 payment of the accounts payable expenditures made. Copies of invoices are available at City Hall.

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

ATTACHMENTS:
July_Aug 2021 Wire Transfers.pdf
Expenditures FY20-21.pdf
Expenditure FY 21-22.pdf

Wire disbursements for July 2021 & August

Date	Vendor	Description		Amount
7/1/2021	WIFA	WIFA Loan 91A140-10	$	299,100.02
7/1/2021	WIFA	WIFA Loan 910158-13	$	358,025.12
7/1/2021	WIFA	WIFA Loan 920239-13	$	194,291.13
7/1/2021	WIFA	WIFA Loan 920241-13	$	206,615.17
7/1/2021	WIFA	WIFA Loan 920240-15	$	40,152.34
7/1/2021	WIFA	WIFA Loan 920299-20	$	3,860,948.41
7/12/2021	BNF Thomas Corporate	HB-2A2B SEBIG TOB	$	8,750.00
7/12/2021	First American Title Insurance Company	JDA-Sundance Expansion, NE Buckeye Sewer Capacity	$	5,459.00
7/19/2021	Buckeye Tartesso II, LLC	Wastewater Impact Fee Reimb Apr-Jun 2021	$	159,204.17
7/19/2021	Elianto LandValorem, LP	Wastewater Impact Fee Reimb Apr-Jun 2021	$	331,675.83
7/19/2021	Buckeye Tartesso LLC	Water Impact Fee Apr-Jun 2021 Dolphin Partners	$	237,888.00
7/19/2021	Buckeye Tartesso LLC	Public Safety Impact Fee Reimb Apr-Jun 2021 Tartesso Fire Station	$	55,424.00
7/19/2021	Zion	Festival Ranch GO - property tax June 2021	$	20,049.24
7/19/2021	Zion	Verrado Dist 1 - property tax June 2021	$	40,882.20
7/19/2021	Zion	Verrado W/O - property tax June 2021	$	11,256.85
7/20/2021	Zion	Festival Ranch SA 4&5 june payment	$	4,702.23
7/20/2021	Zion	Festival Ranch SA 6 June payment	$	101.70
7/20/2021	Zion	Festival Ranch SA 7 June payment	$	398.24
7/20/2021	Zion	Sundance SA 2 June payment	$	3,252.39
7/20/2021	Zion	Sundance SA 3 June Payment	$	1,734.70
7/20/2021	Zion	Westpark #1 June payment	$	3,852.67
7/20/2021	Public Safety Personnel retirement System	Prepaid PSPRS Employer Portion - Fire	$	1,075,146.50
7/20/2021	Public Safety Personnel retirement System	Prepaid PSPRS Employer Portion - Police	$	1,078,731.50
7/22/2021	Zion	Festival Ranch SA 2&3 June payment	$	1,853.16
7/26/2021	AZDOR	TPT Tax	$	137,836.89
8/10/2021	Pioneer Title	Escrow 77603165-076-DIO NW corner Apache & Southern	$	10,000.00
8/12/2021	BNF Thomas Corporate	HB-2A2B SEBIG TOB	$	1,627.75
8/18/2021	Zion	Verrado W/O - property tax July 2021	$	1,685.83
8/18/2021	Zion	Verrado Dist 1 - property tax July 2021	$	13,001.20
8/18/2021	Zion	Festival Ranch GO - property tax July 2021	$	18,144.33
8/18/2021	Zion	Festival Ranch SA 2&3 July payment	$	1,106.29
8/18/2021	Zion	Westpark #1 July payment	$	152.59
8/18/2021	Zion	Sundance SA 3 July Payment	$	157.70
8/18/2021	Zion	Sundance SA 2 July payment	$	2,261.81

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
136847	07/14/2021	PRTD	5566	ACRO SERVICE CORPORATION	1356423	06/27/2021	22100149	071421ap	119.80
	Invoice: 1356423					Open PO - Temp. Dispatchers			
					119.80 10002121 520012	Contract Labor			
				ACRO SERVICE CORPORATION	1356426	06/27/2021	22100149	071421ap	228.72
	Invoice: 1356426					Open PO - Temp. Dispatchers			
					228.72 10002121 520012	Contract Labor			
						CHECK 136847 TOTAL:			348.52
136848	07/14/2021	PRTD	1960	ARIZONA MACHINERY, LLC	P51945	06/29/2021	22100366	071421ap	71.73
	Invoice: P51945					AUTOMOTIVE AND TRAILER EQUIPME			
					71.73 38103202 521508	Automotive Expenses			
				ARIZONA MACHINERY, LLC	P51961	06/29/2021	22100366	071421ap	123.66
	Invoice: P51961					AUTOMOTIVE AND TRAILER EQUIPME			
					123.66 38103202 521508	Automotive Expenses			
				ARIZONA MACHINERY, LLC	P51962	06/29/2021	22100366	071421ap	22.68
	Invoice: P51962					AUTOMOTIVE AND TRAILER EQUIPME			
					22.68 38103202 521508	Automotive Expenses			
						CHECK 136848 TOTAL:			218.07
136849	07/14/2021	PRTD	1193	BAKER & TAYLOR	144204	06/30/2021	22100876	071421ap	40.00
	Invoice: 144204					Open PO for Library Materials			
					40.00 10004151 521550	Library Materials			
						CHECK 136849 TOTAL:			40.00
136850	07/14/2021	PRTD	5696	BROWN AND ASSOCIATES	36073	06/30/2021	22100005	071421ap	14,040.00
	Invoice: 36073					OPEN POF FOR CONSULTING SERVIC			
					8,100.00 10005180 520056	Inspection Services			
					5,940.00 10005180 520056	Inspection Services			
						CHECK 136850 TOTAL:			14,040.00
136851	07/14/2021	PRTD	1274	CALVERT OIL COMPANY	149213	06/30/2021		071421ap	12,359.44
	Invoice: 149213					SULFER DIESEL			
					6,500.00 40003213 520515	Generator R & M			
					4,109.44 40003215 520515	Generator R & M			
					1,750.00 40003215 520515	Generator R & M			
				CALVERT OIL COMPANY	149180	06/30/2021		071421ap	755.48
	Invoice: 149180					DIESEL			
					755.48 40003213 520515	Generator R & M			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
							CHECK	136851 TOTAL:	13,114.92
136852	07/14/2021	PRTD	6819	CS CONSTRUCTION, INC.	16159	06/30/2021		071421ap	16,860.00
	Invoice: 16159					Pay App #4, final			
				16,860.00	40001113 543128	9 Monopoles			
							CHECK	136852 TOTAL:	16,860.00
136853	07/14/2021	PRTD	6721	DCS MANAGMENT, LLC	68142	06/30/2021	22100864	071421ap	220.00
	Invoice: 68142					DCS COURIER SERVICES WASTEWATER			
				220.00	40013221 520049	Laboratory Fees			
							CHECK	136853 TOTAL:	220.00
136854	07/14/2021	PRTD	1573	DEERE & COMPANY	117134543	06/22/2021	22101302	071421ap	11,289.42
	Invoice: 117134543					JOHN DEERE GATOR FOR WATER TREATMENT FACILITY			
				11,289.42	40003210 541210	Automobiles			
							CHECK	136854 TOTAL:	11,289.42
136855	07/14/2021	PRTD	1374	DIVERSIFIED INSPECTIONS	INDI39551	06/30/2021	22100194	071421ap	800.00
	Invoice: INDI39551					Ladder Inspections			
				800.00	10002140 520518	Equip Testing & Certification			
							CHECK	136855 TOTAL:	800.00
136856	07/14/2021	PRTD	5676	FIRESTATS, LLC	BUC 2021 Q2	06/23/2021	22100270	071421ap	2,700.00
	Invoice: BUC 2021 Q2					Analytic Software			
				2,700.00	10002140 526121	On-line Subscriptions			
							CHECK	136856 TOTAL:	2,700.00
136857	07/14/2021	PRTD	6795	FIRST LEGAL NETWORK, LLC	27002088	06/30/2021	22100881	071421ap	840.00
	Invoice: 27002088					Open PO for Order Service			
				840.00	10002121 520037	Professional Services General			
							CHECK	136857 TOTAL:	840.00
136858	07/14/2021	PRTD	5537	HAZEN AND SAWYER	20114-013-2	02/09/2021		071421ap	3,840.00
	Invoice: 20114-013-2					North East Lift Station partial payment of invoice			
				3,840.00	40013220 520006	Engineering Services			
				HAZEN AND SAWYER	221008604	04/20/2012		071421ap	1,094.50
	Invoice: 221008604					TO #11 PO 22100860			
				1,094.50	40001113 543126	Repair & Recoat Reservoirs			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
							CHECK	136858 TOTAL:	4,934.50
136859	07/14/2021	PRTD	5175	J2 ENGINEERING AND ENVIRONMENTAL	13073	06/30/2021	22000990	071421ap	56,479.71
Invoice: 13073						SUNDANCE PARK PHASE II ENVIRON			
					56,479.71 50214150 543055	Sundance Park Ph II			
							CHECK	136859 TOTAL:	56,479.71
136860	07/14/2021	PRTD	1589	KRONOS INCORPORATED	11781677	06/29/2021	22100931	071421ap	1,305.00
Invoice: 11781677						KRONOS CONTRACTUAL SERVICES MIGRATION			
					1,305.00 10001189 520018	General Contractual Services			
				KRONOS INCORPORATED	11782481	06/30/2021	22100931	071421ap	3,240.00
Invoice: 11782481						KRONOS CONTRACTUAL SERVICES MIGRATION			
					3,240.00 10001189 520018	General Contractual Services			
				KRONOS INCORPORATED	11781734	06/29/2021	22100931	071421ap	1,305.00
Invoice: 11781734						KRONOS CONTRACTUAL SERVICES MIGRATION			
					1,305.00 10001189 520018	General Contractual Services			
				KRONOS INCORPORATED	11782480	06/30/2021	22100931	071421ap	3,240.00
Invoice: 11782480						KRONOS CONTRACTUAL SERVICES MIGRATION			
					3,240.00 10001189 520018	General Contractual Services			
							CHECK	136860 TOTAL:	9,090.00
136861	07/14/2021	PRTD	5205	LEATHAM FAMILY, LLC	0302305	06/07/2021	22100203	071421ap	2,771.67
Invoice: 0302305						Challenge Coins			
					2,771.67 10002140 523026	Marketing Expense			
							CHECK	136861 TOTAL:	2,771.67
136862	07/14/2021	PRTD	6701	LEXISNEXIS COPLOGIC SOLUTIONS INC	808169-20210630	06/30/2021	22100418	071421ap	1,437.30
Invoice: 808169-20210630						Subscription - Coplogic			
					1,437.30 10002121 526121	On-line Subscriptions			
							CHECK	136862 TOTAL:	1,437.30
136863	07/14/2021	PRTD	1625	LOWE'S COMPANIES, INC	2970384	05/25/2021		071421ap	347.76
Invoice: 2970384						Supplies for Charman Building CIP2020023			
					347.76 50211000 543082	Charman Bldg Space Plan			
							CHECK	136863 TOTAL:	347.76

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
136864	07/14/2021	PRTD	1684	MOTOROLA SOLUTIONS, INC	8330196532	06/29/2021	22100382	071421ap	10,125.00
Invoice: 8330196532					Radio Programming and Repair				
				10,125.00 10002140 520518	Equip Testing & Certification				
							CHECK	136864 TOTAL:	10,125.00
136865	07/14/2021	PRTD	1686	MUNICIPAL CODE CORPORATION	00360684	06/30/2021	22100013	071421ap	287.00
Invoice: 00360684					Open PO for Municode FY 20-21				
				287.00 10001102 523055	Legal Printing and Advertising				
							CHECK	136865 TOTAL:	287.00
136866	07/14/2021	PRTD	6451	NESTLE WATERS NORTH AMERICA	01G6700439637	06/30/2021	22100367	071421ap	62.05
Invoice: 01G6700439637					Nestle Bottled Water				
				62.05 10002120 521501	Office Supplies				
				NESTLE WATERS NORTH AMERICA	01G6700439645	06/30/2021	22100369	071421ap	362.17
Invoice: 01G6700439645					COOLERS, DRINKING WATER (WATER				
				362.17 10005180 521501	Office Supplies				
							CHECK	136866 TOTAL:	424.22
136867	07/14/2021	PRTD	1847	RODEO FORD INC	152549	06/29/2021	22100433	071421ap	172.26
Invoice: 152549					AUTOMOTIVE AND TRAILER EQUIPME				
				172.26 38103202 521508	Automotive Expenses				
							CHECK	136867 TOTAL:	172.26
136868	07/14/2021	PRTD	1869	SAN TAN FORD	F211052	06/29/2021	22100861	071421ap	36,231.20
Invoice: F211052					TRUCKS (INCLUDING, DIESEL, GASOLINE, ELECTRIC, HYB				
				36,231.20 10005180 541210	Automobiles				
							CHECK	136868 TOTAL:	36,231.20
136869	07/14/2021	PRTD	5324	SHUMS CODA ASSOCIATES	6501	06/30/2021	22100004	071421ap	475.00
Invoice: 6501					OPEN PO FOR CONSULTING SERVICE				
				475.00 10005180 520056	Inspection Services				
				SHUMS CODA ASSOCIATES	6502	06/30/2021	22100004	071421ap	9,202.50
Invoice: 6502					OPEN PO FOR CONSULTING SERVICE				
				9,202.50 10005180 520056	Inspection Services				
				SHUMS CODA ASSOCIATES	6503	06/30/2021	22100004	071421ap	10,470.00
Invoice: 6503					OPEN PO FOR CONSULTING SERVICE				
				10,470.00 10005180 520056	Inspection Services				

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
				SHUMS CODA ASSOCIATES	6504	06/30/2021	22100004	071421ap	4,987.50
Invoice: 6504						OPEN PO FOR CONSULTING SERVICE			
				4,987.50	10005180 520056	Inspection Services			
				SHUMS CODA ASSOCIATES	6505	06/30/2021	22100004	071421ap	12,477.50
Invoice: 6505						OPEN PO FOR CONSULTING SERVICE			
				12,477.50	10005180 520056	Inspection Services			
				SHUMS CODA ASSOCIATES	6506	06/30/2021	22100004	071421ap	10,150.00
Invoice: 6506						OPEN PO FOR CONSULTING SERVICE			
				10,150.00	10005180 520056	Inspection Services			
				SHUMS CODA ASSOCIATES	6507	06/30/2021	22100004	071421ap	14,650.00
Invoice: 6507						OPEN PO FOR CONSULTING SERVICE			
				14,650.00	10005180 520056	Inspection Services			
				SHUMS CODA ASSOCIATES	6508	06/30/2021	22100004	071421ap	35,135.18
Invoice: 6508						OPEN PO FOR CONSULTING SERVICE			
				35,135.18	10005180 520056	Inspection Services			
						CHECK	136869	TOTAL:	97,547.68
136870	07/14/2021	PRTD	5436	SKAGGS COMPANIES INC	290_A_68801_4	06/03/2021	22100295	071421ap	94.22
Invoice: 290_A_68801_4						Station Uniforms			
				94.22	10002140 521922	Uniforms			
				SKAGGS COMPANIES INC	290_A_70615_1	06/04/2021	22100295	071421ap	107.22
Invoice: 290_A_70615_1						Station Uniforms			
				107.22	10002140 521922	Uniforms			
						CHECK	136870	TOTAL:	201.44
136871	07/14/2021	PRTD	6161	SOUTHERN TIRE MART, LLC	6130047784	06/29/2021	22100395	071421ap	445.44
Invoice: 6130047784						TIRES AND TUBES (INCL. RECAPPE			
				445.44	10003171 521528	Tires			
						CHECK	136871	TOTAL:	445.44
136872	07/14/2021	PRTD	1704	NATIONAL HAZARD CONTROL	2085	06/29/2021	22100657	071421ap	287.78
Invoice: 2085						Crime Scene Cleanup OPEN PO			
				287.78	10002121 520005	Crime Scene Clean-Up			
						CHECK	136872	TOTAL:	287.78
136873	07/14/2021	PRTD	6095	VARGYAS NETWORKS, INC	1000234776	06/30/2021	22101265	071421ap	6,619.17
Invoice: 1000234776						RADIO EQUIPMENT			
				6,619.17	40001113 543128	9 Monopoles			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
				VARGYAS NETWORKS, INC	1000234777	06/30/2021	22101265	071421ap	6,619.17
	Invoice: 1000234777					RADIO EQUIPMENT			
				6,619.17	40001113 543128	9 Monopoles			
				VARGYAS NETWORKS, INC	1000234779	06/30/2021	22101265	071421ap	12,499.31
	Invoice: 1000234779					RADIO EQUIPMENT			
				12,499.31	40001113 543128	9 Monopoles			
						CHECK	136873 TOTAL:		25,737.65
136874	07/14/2021	PRTD	6849	VEHICLE SERVICE GROUP, LLC.	27290	06/28/2021	22101270	071421ap	21,326.91
	Invoice: 27290					AUTOMOTIVE SHOP AND RELATED EQUIPMENT AND SUPPLIES			
				21,326.91	10003171 541070	Other Equipment >$5,000			
						CHECK	136874 TOTAL:		21,326.91
136875	07/14/2021	PRTD	2061	VERN LEWIS WELDING SUPPLY INC	AR 33242	06/28/2021	22100206	071421ap	215.26
	Invoice: AR 33242					Medical Oxygen and Rental			
				215.26	10002140 522153	Medical Supplies			
				VERN LEWIS WELDING SUPPLY INC	RI21060196	06/30/2021	22100206	071421ap	108.52
	Invoice: RI21060196					Medical Oxygen and Rental			
				108.52	10002140 522153	Medical Supplies			
				VERN LEWIS WELDING SUPPLY INC	RI21060197	06/30/2021	22100206	071421ap	44.06
	Invoice: RI21060197					Medical Oxygen and Rental			
				44.06	10002140 522153	Medical Supplies			
						CHECK	136875 TOTAL:		367.84
136876	07/14/2021	PRTD	6384	VIASUN CORPORATION	212009-2	06/30/2021		071421ap	318,386.33
	Invoice: 212009-2					Crack Seal District #4			
				318,386.33	50203170 520601	Pavement Maintenance			
						CHECK	136876 TOTAL:		318,386.33
136877	07/14/2021	PRTD	6158	VOIANCE LANGUAGE SERVICES, LLC	1347386	06/30/2021	22100084	071421ap	33.11
	Invoice: 1347386					Open PO - Translation Assistan			
				33.11	10002121 520052	Specialized/Comp Rel Services			
						CHECK	136877 TOTAL:		33.11

NUMBER OF CHECKS 31 *** CASH ACCOUNT TOTAL *** 647,105.73

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	31	647,105.73

*** GRAND TOTAL *** 647,105.73

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022 1 344									
APP 1000-201000					Accounts Payable			199,345.11	
07/14/2021	071421ap	ap0714			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				647,105.73
07/14/2021	071421ap	ap0714			AP CASH DISBURSEMENTS JOURNAL				
APP 3810-201000					Accounts Payable			390.33	
07/14/2021	071421ap	ap0714			AP CASH DISBURSEMENTS JOURNAL				
APP 4000-201000					Accounts Payable			68,096.49	
07/14/2021	071421ap	ap0714			AP CASH DISBURSEMENTS JOURNAL				
APP 4001-201000					Accounts Payable			4,060.00	
07/14/2021	071421ap	ap0714			AP CASH DISBURSEMENTS JOURNAL				
APP 5021-201000					Accounts Payable			56,827.47	
07/14/2021	071421ap	ap0714			AP CASH DISBURSEMENTS JOURNAL				
APP 5020-201000					Accounts Payable			318,386.33	
07/14/2021	071421ap	ap0714			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			647,105.73	647,105.73
APP 9999-201010					DT DF			647,105.73	
07/14/2021	071421ap	ap0714							
APP 1000-101010					Pooled Cash Equity				199,345.11
07/14/2021	071421ap	ap0714							
APP 3810-101010					Pooled Cash Equity				390.33
07/14/2021	071421ap	ap0714							
APP 4000-101010					Pooled Cash Equity				68,096.49
07/14/2021	071421ap	ap0714							
APP 4001-101010					Pooled Cash Equity				4,060.00
07/14/2021	071421ap	ap0714							
APP 5021-101010					Pooled Cash Equity				56,827.47
07/14/2021	071421ap	ap0714							
APP 5020-101010					Pooled Cash Equity				318,386.33
07/14/2021	071421ap	ap0714							
					SYSTEM GENERATED ENTRIES TOTAL			647,105.73	647,105.73
					JOURNAL 2022/01/344 TOTAL			1,294,211.46	1,294,211.46

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
1000 General Fund	2022	1	344	07/14/2021			
1000-101010				Pooled Cash Equity			199,345.11
1000-201000				Accounts Payable		199,345.11	
					FUND TOTAL	199,345.11	199,345.11
3810 Highway User Revenue Fund	2022	1	344	07/14/2021			
3810-101010				Pooled Cash Equity			390.33
3810-201000				Accounts Payable		390.33	
					FUND TOTAL	390.33	390.33
4000 Water Utility Fund	2022	1	344	07/14/2021			
4000-101010				Pooled Cash Equity			68,096.49
4000-201000				Accounts Payable		68,096.49	
					FUND TOTAL	68,096.49	68,096.49
4001 Wastewater Fund	2022	1	344	07/14/2021			
4001-101010				Pooled Cash Equity			4,060.00
4001-201000				Accounts Payable		4,060.00	
					FUND TOTAL	4,060.00	4,060.00
5020 Roadway Construction	2022	1	344	07/14/2021			
5020-101010				Pooled Cash Equity			318,386.33
5020-201000				Accounts Payable		318,386.33	
					FUND TOTAL	318,386.33	318,386.33
5021 CIP General	2022	1	344	07/14/2021			
5021-101010				Pooled Cash Equity			56,827.47
5021-201000				Accounts Payable		56,827.47	
					FUND TOTAL	56,827.47	56,827.47
9999 Pooled Cash	2022	1	344	07/14/2021			
9999-104000				Cash in Bank - Checking			647,105.73
9999-201010				DT DF		647,105.73	
					FUND TOTAL	647,105.73	647,105.73

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
1000 General Fund		199,345.11
3810 Highway User Revenue Fund		390.33
4000 Water Utility Fund		68,096.49
4001 Wastewater Fund		4,060.00
5020 Roadway Construction		318,386.33
5021 CIP General		56,827.47
9999 Pooled Cash	647,105.73	
TOTAL	647,105.73	647,105.73

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
136878	07/19/2021	PRTD	1978	3M COMPANY	9410623462	03/08/2021	22100234	071921ap	265.32
Invoice: 9410623462						FY 20/21 - SIGN MATERIALS			
				265.32 38103202 521715		Signs & Markings			
						CHECK	136878 TOTAL:		265.32
136879	07/19/2021	PRTD	5566	ACRO SERVICE CORPORATION	1368965	06/30/2021	22101221	071921ap	727.75
Invoice: 1368965						OPEN PO - Support Services			
				727.75 10002121 520012		Contract Labor			
						CHECK	136879 TOTAL:		727.75
136880	07/19/2021	PRTD	6759	BOB ROSSI	2021/2	06/25/2021		071921ap	650.00
Invoice: 2021/2						Services			
				650.00 10002121 526110		Conference and Seminars			
						CHECK	136880 TOTAL:		650.00
136881	07/19/2021	PRTD	3010	BRYCON CORPORATION	SundanceX T1PayApp#1	06/30/2021	22101274	071921ap	135,716.49
Invoice: SundanceX T1PayApp#1						DO#2, Sundance Crossing outdoor patio TI			
				135,716.49 50214150 543056		Sundance Xing Tenant Improveme			
						CHECK	136881 TOTAL:		135,716.49
136882	07/19/2021	PRTD	6885	CARAHSOFT TECHNOLOGY CORP	24341660INV	07/12/2021	22200002	071921ap	8,572.74
Invoice: 24341660INV						eCivis Grant Search Software			
				8,572.74 10001189 520030		Software Maintenance			
						CHECK	136882 TOTAL:		8,572.74
136883	07/19/2021	PRTD	1290	CENTURY GRAPHICS INC	16125	07/09/2021	22200127	071921ap	6,026.11
Invoice: 16125						Postage for State of the City Mailing			
				6,026.11 10001100 521536		City Events			
						CHECK	136883 TOTAL:		6,026.11
136884	07/19/2021	PRTD	1363	DESERT EDGE AUTO BODY LLC	8426	06/28/2021	22100158	071921ap	2,276.24
Invoice: 8426						Open PO for Vehicle Repairs			
				2,276.24 31001115 521508		Automotive Expenses			
						CHECK	136884 TOTAL:		2,276.24
136885	07/19/2021	PRTD	6814	ENVIRONMENTAL PLANNING GROUP, LLC	TF35646	06/30/2021	22100895	071921ap	1,684.61
Invoice: TF35646						Professional Services Contract No. 2021022			
				1,684.61 50214150 543060		BLM Land Miller/TonopSalomeHwy			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
				ENVIRONMENTAL PLANNING GROUP, LLC	TF32660	06/29/2021	22100895	071921ap	4,782.78
	Invoice: TF32660					Professional Services Contract No. 2021022			
					4,782.78 50214150 543060	BLM Land Miller/TonopSalomeHwy			
								CHECK 136885 TOTAL:	6,467.39
136886	07/19/2021	PRTD	6880	FPA, LTD.	2305 BD	07/04/2021		071921ap	5,760.00
	Invoice: 2305 BD					Final payment for fireworks display 4th of July			
					5,760.00 30584160 521502	Program Supplies/Equipment			
								CHECK 136886 TOTAL:	5,760.00
136887	07/19/2021	PRTD	6551	G4S SECURE SOLUTIONS USA INC	11834205	06/06/2021	22100167	071921ap	255.86
	Invoice: 11834205					SECURITY OFFICER SERVICES CONT			
					255.86 10002121 520022	Security Services			
				G4S SECURE SOLUTIONS USA INC	11834206	06/06/2021	22100167	071921ap	767.58
	Invoice: 11834206					SECURITY OFFICER SERVICES CONT			
					767.58 10002121 520022	Security Services			
								CHECK 136887 TOTAL:	1,023.44
136888	07/19/2021	PRTD	1497	HAMILTON'S TOWING	105200	06/30/2021	22100078	071921ap	57.50
	Invoice: 105200					Open PO- Towing (PD)			
					57.50 10002121 520033	Vehicle Towing			
								CHECK 136888 TOTAL:	57.50
136889	07/19/2021	PRTD	1551	INTERIOR SOLUTIONS OF AZ, LLC	117789-1-MB	06/14/2021	22101212	071921ap	15,903.55
	Invoice: 117789-1-MB					CHARMAN TI FFE			
					15,903.55 50211000 543082	Charman Bldg Space Plan			
				INTERIOR SOLUTIONS OF AZ, LLC	117789-2-MB	06/14/2021	22101212	071921ap	17,058.43
	Invoice: 117789-2-MB					CHARMAN TI FFE			
					17,058.43 50211000 543082	Charman Bldg Space Plan			
								CHECK 136889 TOTAL:	32,961.98
136890	07/19/2021	PRTD	6772	JUSTIFACTS CREDENTIAL VERIFICATIO	334198	06/30/2021	22100732	071921ap	1,266.90
	Invoice: 334198					Open PO for Pre-Employment Background Checks			
					1,266.90 10001115 520029	Pre-Employment Testing			
								CHECK 136890 TOTAL:	1,266.90

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
136891	07/19/2021	PRTD	5284	KTAG, LLC	COB-06292021	07/12/2021	22200001	071921ap	4,962.00
	Invoice: COB-06292021					KTAG Alarm Monitoring for City			
					4,962.00 10001189 520018	General Contractual Services			
						CHECK	136891 TOTAL:		4,962.00
136892	07/19/2021	PRTD	5424	KUSTOM SIGNALS, INC	584691B	06/30/2021	22101136	071921ap	5,439.87
	Invoice: 584691B					Talon Radar - Grant Funded			
					5,439.87 35732121 523124	GOHS-Prop 207 Fund			
				KUSTOM SIGNALS, INC	584691A	06/30/2021	22101181	071921ap	9,596.54
	Invoice: 584691A					LIDAR Packages - Grant Funded - State Contract			
					9,596.54 35732121 523124	GOHS-Prop 207 Fund			
						CHECK	136892 TOTAL:		15,036.41
136893	07/19/2021	PRTD	6615	LOGAN SIMPSON DESIGN INC.	28054	06/30/2021	22100006	071921ap	56,448.58
	Invoice: 28054					CONSULTING SERVICES			
					56,448.58 10005180 520037	Professional Services General			
						CHECK	136893 TOTAL:		56,448.58
136894	07/19/2021	PRTD	1652	MARICOPA COUNTY SHERIFF'S OFFICE	JUN21HSNG	06/30/2021	22100027	071921ap	16,964.19
	Invoice: JUN21HSNG					Prisoner Incarceration Fees fo			
					16,964.19 10002121 520008	Prisoner/Incarceration (MCSO)			
						CHECK	136894 TOTAL:		16,964.19
136895	07/19/2021	PRTD	6841	MARLOW WHITE UNIFORMS, INC.	ORD0977286	06/25/2021	22101131	071921ap	8,033.40
	Invoice: ORD0977286					Honor Guard Uniforms			
					8,033.40 10002121 521922	Uniforms			
						CHECK	136895 TOTAL:		8,033.40
136896	07/19/2021	PRTD	5113	MICHAEL BAKER INTERNATIONAL, INC.	1120612	06/30/2021	22100599	071921ap	11,687.00
	Invoice: 1120612					ENGINEERING SERVICES, PROFESSI			
					11,687.00 10005185 520006	Engineering Services			
						CHECK	136896 TOTAL:		11,687.00
136897	07/19/2021	PRTD	6451	NESTLE WATERS NORTH AMERICA	01G6700459147	06/30/2021	22100343	071921ap	418.90
	Invoice: 01G6700459147					COOLERS, DRINKING WATER (WATER			
					418.90 10004150 521501	Office Supplies			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
							CHECK	136897 TOTAL:	418.90
136898	07/19/2021	PRTD	1721	NOREX INC	643339	05/18/2021	22200007	071921ap	7,170.00
Invoice: 643339					NOREX Membership renewal				
				7,170.00 10001189 526120	Dues and Memberships				
							CHECK	136898 TOTAL:	7,170.00
136899	07/19/2021	PRTD	5513	PARTS MART	857335P	06/24/2021	22100348	071921ap	415.69
Invoice: 857335P					AUTOMOTIVE AND TRAILER EQUIPME				
				415.69 10003171 522155	Operational Supplies				
							CHECK	136899 TOTAL:	415.69
136900	07/19/2021	PRTD	6889	PUBLIC SAFETY CRISIS SOLUTIONS LL	4497	06/30/2021		071921ap	810.00
Invoice: 4497					Crisis Counseling				
				810.00 10001115 520037	Professional Services General				
							CHECK	136900 TOTAL:	810.00
136901	07/19/2021	PRTD	6627	RAPIDSCALE	INV00029447	07/01/2021	22200076	071921ap	1,961.19
Invoice: INV00029447					Open PO for DAAS renewal				
				1,961.19 10001189 520030	Software Maintenance				
							CHECK	136901 TOTAL:	1,961.19
136902	07/19/2021	PRTD	5673	BACKDRAFT OPCO, LLC	INV2103785	06/01/2021	22200008	071921ap	21,795.00
Invoice: INV2103785					Emergency Reporting Software Fire 7/01/21-6/30/22				
				21,795.00 10001189 520030	Software Maintenance				
							CHECK	136902 TOTAL:	21,795.00
136903	07/19/2021	PRTD	6284	SOUTHWEST ENVIRONMENTAL, INC.	62133	06/23/2021	22101299	071921ap	241,946.97
Invoice: 62133					APACHE/BROADWAY MANHOLES				
				241,946.97 40011113 543134	Manhole Rehab & Assessment				
							CHECK	136903 TOTAL:	241,946.97
136904	07/19/2021	PRTD	5234	STERICYCLE, INC.	29203172225	06/25/2021	22100104	071921ap	397.02
Invoice: 29203172225					FY 20/21 - HHW DISPOSAL				
				397.02 40053205 520037	Professional Services General				
							CHECK	136904 TOTAL:	397.02

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
136905	07/19/2021	PRTD	5713	TELVUE CORPORATION	15216	07/08/2021	22200016	071921ap	3,600.00
Invoice: 15216					BROADCASTING SERVICES AND SUPPORT				
				3,600.00	10001189 520525 Hardware Maintenance				
							CHECK	136905 TOTAL:	3,600.00
136906	07/19/2021	PRTD	6095	VARGYAS NETWORKS, INC	1000235365	07/12/2021	22200010	071921ap	10,703.10
Invoice: 1000235365					SIKLU LICENSING AND SUPPORT				
				10,703.10	10001189 520525 Hardware Maintenance				
							CHECK	136906 TOTAL:	10,703.10
136907	07/19/2021	PRTD	2060	VERMONT SYSTEMS INC	69906	06/01/2021	22200006	071921ap	16,772.83
Invoice: 69906					RecTrac Software for C.S. Effect. 7/01/21-6/30/22				
				16,772.83	10001189 520030 Software Maintenance				
							CHECK	136907 TOTAL:	16,772.83
					NUMBER OF CHECKS 30		*** CASH ACCOUNT TOTAL ***		620,894.14

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	30	620,894.14

*** GRAND TOTAL *** 620,894.14

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2021 12 1756									
APP 3810-201000					Accounts Payable			265.32	
06/30/2021	071921ap	ap0719			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				620,894.14
06/30/2021	071921ap	ap0719			AP CASH DISBURSEMENTS JOURNAL				
APP 1000-201000					Accounts Payable			180,066.32	
06/30/2021	071921ap	ap0719			AP CASH DISBURSEMENTS JOURNAL				
APP 5021-201000					Accounts Payable			175,145.86	
06/30/2021	071921ap	ap0719			AP CASH DISBURSEMENTS JOURNAL				
APP 3100-201000					Accounts Payable			2,276.24	
06/30/2021	071921ap	ap0719			AP CASH DISBURSEMENTS JOURNAL				
APP 3058-201000					Accounts Payable			5,760.00	
06/30/2021	071921ap	ap0719			AP CASH DISBURSEMENTS JOURNAL				
APP 3573-201000					Accounts Payable			15,036.41	
06/30/2021	071921ap	ap0719			AP CASH DISBURSEMENTS JOURNAL				
APP 4001-201000					Accounts Payable			241,946.97	
06/30/2021	071921ap	ap0719			AP CASH DISBURSEMENTS JOURNAL				
APP 4005-201000					Accounts Payable			397.02	
06/30/2021	071921ap	ap0719			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			620,894.14	620,894.14
APP 9999-201010					DT DF			620,894.14	
06/30/2021	071921ap	ap0719							
APP 3810-101010					Pooled Cash Equity				265.32
06/30/2021	071921ap	ap0719							
APP 1000-101010					Pooled Cash Equity				180,066.32
06/30/2021	071921ap	ap0719							
APP 5021-101010					Pooled Cash Equity				175,145.86
06/30/2021	071921ap	ap0719							
APP 3100-101010					Pooled Cash Equity				2,276.24
06/30/2021	071921ap	ap0719							
APP 3058-101010					Pooled Cash Equity				5,760.00
06/30/2021	071921ap	ap0719							
APP 3573-101010					Pooled Cash Equity				15,036.41
06/30/2021	071921ap	ap0719							
APP 4001-101010					Pooled Cash Equity				241,946.97
06/30/2021	071921ap	ap0719							
APP 4005-101010					Pooled Cash Equity				397.02
06/30/2021	071921ap	ap0719							
					SYSTEM GENERATED ENTRIES TOTAL			620,894.14	620,894.14
					JOURNAL 2021/12/1756 TOTAL			1,241,788.28	1,241,788.28

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
1000 General Fund	2021	12	1756	06/30/2021				
1000-101010					Pooled Cash Equity			180,066.32
1000-201000					Accounts Payable		180,066.32	
						FUND TOTAL	180,066.32	180,066.32
3058 Comm Services Programs	2021	12	1756	06/30/2021				
3058-101010					Pooled Cash Equity			5,760.00
3058-201000					Accounts Payable		5,760.00	
						FUND TOTAL	5,760.00	5,760.00
3100 Risk Mgmt Retention Fund	2021	12	1756	06/30/2021				
3100-101010					Pooled Cash Equity			2,276.24
3100-201000					Accounts Payable		2,276.24	
						FUND TOTAL	2,276.24	2,276.24
3573 Police Department Grants	2021	12	1756	06/30/2021				
3573-101010					Pooled Cash Equity			15,036.41
3573-201000					Accounts Payable		15,036.41	
						FUND TOTAL	15,036.41	15,036.41
3810 Highway User Revenue Fund	2021	12	1756	06/30/2021				
3810-101010					Pooled Cash Equity			265.32
3810-201000					Accounts Payable		265.32	
						FUND TOTAL	265.32	265.32
4001 Wastewater Fund	2021	12	1756	06/30/2021				
4001-101010					Pooled Cash Equity			241,946.97
4001-201000					Accounts Payable		241,946.97	
						FUND TOTAL	241,946.97	241,946.97
4005 Environmental Services	2021	12	1756	06/30/2021				
4005-101010					Pooled Cash Equity			397.02
4005-201000					Accounts Payable		397.02	
						FUND TOTAL	397.02	397.02
5021 CIP General	2021	12	1756	06/30/2021				
5021-101010					Pooled Cash Equity			175,145.86
5021-201000					Accounts Payable		175,145.86	
						FUND TOTAL	175,145.86	175,145.86
9999 Pooled Cash	2021	12	1756	06/30/2021				

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
9999-104000				Cash in Bank - Checking		620,894.14
9999-201010				DT DF	620,894.14	
				FUND TOTAL	620,894.14	620,894.14

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
1000	General Fund		180,066.32
3058	Comm Services Programs		5,760.00
3100	Risk Mgmt Retention Fund		2,276.24
3573	Police Department Grants		15,036.41
3810	Highway User Revenue Fund		265.32
4001	Wastewater Fund		241,946.97
4005	Environmental Services		397.02
5021	CIP General		175,145.86
9999	Pooled Cash	620,894.14	
	TOTAL	620,894.14	620,894.14

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
136919	07/20/2021	PRTD	6840	ABD SIGNS & PRINTING	27272	06/30/2021	22101055	072021ap	2,830.99
Invoice: 27272					Trailer wrap for special event trailer				
					2,830.99 30584160 521502 Program Supplies/Equipment				
							CHECK	136919 TOTAL:	2,830.99
136920	07/20/2021	PRTD	1151	ARIZONA 811	2021-AM0750	06/30/2021	22100409	072021ap	1,030.93
Invoice: 2021-AM0750					UTILITY MARKING SERVICES FY 20				
					1,030.93 40003350 521514 Water Distrib System R&M				
							CHECK	136920 TOTAL:	1,030.93
136921	07/20/2021	PRTD	1274	CALVERT OIL COMPANY	148819	06/30/2021		072021ap	224.94
Invoice: 148819					DIESEL				
					107.15 40003300 520515 Generator R & M				
					117.79 40003213 520515 Generator R & M				
				CALVERT OIL COMPANY	148885	06/30/2021		072021ap	784.31
Invoice: 148885					SULFER DIESEL				
					784.31 40013222 520543 WW R&M				
				CALVERT OIL COMPANY	148881	06/30/2021		072021ap	1,246.89
Invoice: 148881					DIESEL/OFFICE & PLANT GENERATOR				
					1,246.89 40013221 520540 Wastewater Plant R & M				
				CALVERT OIL COMPANY	148904	06/30/2021		072021ap	978.37
Invoice: 148904					SULFER DIESEL				
					978.37 40013223 520543 WW R&M				
				CALVERT OIL COMPANY	148905	06/30/2021		072021ap	1,239.13
Invoice: 148905					SULFER DIESEL				
					1,239.13 40013224 520543 WW R&M				
				CALVERT OIL COMPANY	149039	06/30/2021		072021ap	8,557.97
Invoice: 149039					DIESEL/MORLINA				
					4,100.00 40003214 520581 Well Maintenance Repair				
					2,200.00 40003216 520581 Well Maintenance Repair				
					2,257.97 40003218 520581 Well Maintenance Repair				
				CALVERT OIL COMPANY	148895	06/30/2021		072021ap	227.27
Invoice: 148895					FUEL/CHRISTMAS GENERATOR				
					227.27 40003217 520515 Generator R & M				
							CHECK	136921 TOTAL:	13,258.88
136922	07/20/2021	PRTD	6551	G4S SECURE SOLUTIONS USA INC	11888631	06/30/2021	22100756	072021ap	639.65
Invoice: 11888631					SECURITY OFFICER SERVICES CONT				
					319.82 40003210 520037 Professional Services General				
					319.83 40013220 520037 Professional Services General				

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
						CHECK	136922	TOTAL:	639.65
136923	07/20/2021	PRTD	3040	GLOBAL WATER RESOURCES INC	1060	06/30/2021	22100088	072021ap	15,000.00
	Invoice: 1060				Global growth premium per the				
				15,000.00 40003210 523060	Global Growth Premium				
				GLOBAL WATER RESOURCES INC	1061	06/30/2021	22100088	072021ap	111,000.00
	Invoice: 1061				Global growth premium per the				
				111,000.00 40003210 523060	Global Growth Premium				
						CHECK	136923	TOTAL:	126,000.00
136924	07/20/2021	PRTD	1491	USA BLUE BOOK	617226	05/27/2021	22100631	072021ap	546.50
	Invoice: 617226				LABORATORY EQUIPMENT, ACCESSOR				
				244.67 40013223 521503	Lab Supplies				
				301.83 40013224 521503	Lab Supplies				
				USA BLUE BOOK	504719	02/16/2021	22100301	072021ap	294.67
	Invoice: 504719				LAB SUPPLIES CENTRAL/SUNDANCE				
				294.67 40013221 521503	Lab Supplies				
						CHECK	136924	TOTAL:	841.17
136925	07/20/2021	PRTD	5180	HDR ENGINEERING, INC	1200343998	04/30/2021	22101183	072021ap	1,065.00
	Invoice: 1200343998				TO #9 WEST PHOENIX ESTATES WATER MAIN				
				1,065.00 40001113 543102	WPhoenix Est Wtr Campus #3 Imp				
						CHECK	136925	TOTAL:	1,065.00
136926	07/20/2021	PRTD	6791	MGC CONTRACTORS, INC	Pay App 7	06/30/2021	22100786	072021ap	68,532.00
	Invoice: Pay App 7				DO #1 SUNDANCE CHLORINE VAULT				
				68,532.00 40001113 543108	SundanceWTP-Assess Chlo Vaults				
						CHECK	136926	TOTAL:	68,532.00
136927	07/20/2021	PRTD	6443	PORTER FAMILY LLC	44127553	06/19/2021	22101365	072021ap	7,240.00
	Invoice: 44127553				EMERGENCY REPLACEMENT A/C UNIT FOR SUNDANCE				
				7,240.00 40013222 541070	Other Equipment >$5,000				
						CHECK	136927	TOTAL:	7,240.00
136928	07/20/2021	PRTD	6332	SOUTHWEST SKATING PARTNERS, LLC	06102021	06/30/2021	22101305	072021ap	470.00
	Invoice: 06102021				Summer 2021 youth program field trips				
				470.00 10004153 520015	Contractual Svc BASE				

CHECK 136928 TOTAL: 470.00

NUMBER OF CHECKS 10 *** CASH ACCOUNT TOTAL *** 221,908.62

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	10	221,908.62

*** GRAND TOTAL *** 221,908.62

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022 1 601									
APP 3058-201000					Accounts Payable			2,830.99	
07/20/2021	072021ap	ap0720			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				221,908.62
07/20/2021	072021ap	ap0720			AP CASH DISBURSEMENTS JOURNAL				
APP 4000-201000					Accounts Payable			205,957.93	
07/20/2021	072021ap	ap0720			AP CASH DISBURSEMENTS JOURNAL				
APP 4001-201000					Accounts Payable			12,649.70	
07/20/2021	072021ap	ap0720			AP CASH DISBURSEMENTS JOURNAL				
APP 1000-201000					Accounts Payable			470.00	
07/20/2021	072021ap	ap0720			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			221,908.62	221,908.62
APP 9999-201010					DT DF			221,908.62	
07/20/2021	072021ap	ap0720							
APP 3058-101010					Pooled Cash Equity				2,830.99
07/20/2021	072021ap	ap0720							
APP 4000-101010					Pooled Cash Equity				205,957.93
07/20/2021	072021ap	ap0720							
APP 4001-101010					Pooled Cash Equity				12,649.70
07/20/2021	072021ap	ap0720							
APP 1000-101010					Pooled Cash Equity				470.00
07/20/2021	072021ap	ap0720							
					SYSTEM GENERATED ENTRIES TOTAL			221,908.62	221,908.62
					JOURNAL 2022/01/601 TOTAL			443,817.24	443,817.24

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
1000 General Fund	2022	1	601	07/20/2021			
1000-101010				Pooled Cash Equity			470.00
1000-201000				Accounts Payable		470.00	
					FUND TOTAL	470.00	470.00
3058 Comm Services Programs	2022	1	601	07/20/2021			
3058-101010				Pooled Cash Equity			2,830.99
3058-201000				Accounts Payable		2,830.99	
					FUND TOTAL	2,830.99	2,830.99
4000 Water Utility Fund	2022	1	601	07/20/2021			
4000-101010				Pooled Cash Equity			205,957.93
4000-201000				Accounts Payable		205,957.93	
					FUND TOTAL	205,957.93	205,957.93
4001 Wastewater Fund	2022	1	601	07/20/2021			
4001-101010				Pooled Cash Equity			12,649.70
4001-201000				Accounts Payable		12,649.70	
					FUND TOTAL	12,649.70	12,649.70
9999 Pooled Cash	2022	1	601	07/20/2021			
9999-104000				Cash in Bank - Checking			221,908.62
9999-201010				DT DF		221,908.62	
					FUND TOTAL	221,908.62	221,908.62

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
1000	General Fund		470.00
3058	Comm Services Programs		2,830.99
4000	Water Utility Fund		205,957.93
4001	Wastewater Fund		12,649.70
9999	Pooled Cash	221,908.62	
	TOTAL	221,908.62	221,908.62

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
136997	07/21/2021	PRTD	5566	ACRO SERVICE CORPORATION	1368880	06/30/2021	22100256	072121ap	1,527.60
Invoice: 1368880						ENGINEERING SERVICES, PROFESSI			
					1,527.60 10005185 520037	Professional Services General			
						CHECK	136997 TOTAL:		1,527.60
136998	07/21/2021	PRTD	1045	AHS RESCUE LLC	22143	06/30/2021	22100227	072121ap	1,530.16
Invoice: 22143						TRT Team Boots			
					1,530.16 35772140 523013	Nuc Emerg. Mgmt Expenditure			
				AHS RESCUE LLC	22144	06/30/2021	22100189	072121ap	1,979.37
Invoice: 22144						Hiking Boots			
					1,979.37 10002140 521922	Uniforms			
						CHECK	136998 TOTAL:		3,509.53
136999	07/21/2021	PRTD	5141	ANDREWS REFRIGERATION	120866	06/30/2021	22100266	072121ap	2,291.10
Invoice: 120866						FY 20/21 - CITY HALL HVAC & PL			
					2,291.10 10003174 520512	Building Repairs			
						CHECK	136999 TOTAL:		2,291.10
137000	07/21/2021	PRTD	1161	AZ DEPT OF TRANSPORTATION	LA2021000113	06/30/2021		072121ap	1,140.00
Invoice: LA2021000113						IGA 10-029-I, SR24201C LED upgrade			
					1,140.00 10005185 520037	Professional Services General			
						CHECK	137000 TOTAL:		1,140.00
137001	07/21/2021	PRTD	1174	AZ MUNICIPAL RISK RETENTION PO	1213	06/30/2021		072121ap	75,000.00
Invoice: 1213						Deductible - Mathis			
					75,000.00 31001115 523001	General Liability Claims			
						CHECK	137001 TOTAL:		75,000.00
137002	07/21/2021	PRTD	1320	COMMERCIAL REFRIGERATION SERVICE,	64449	06/30/2021	22100130	072121ap	247.09
Invoice: 64449						FY 20/21 - CITYWIDE ICE MACHIN			
					247.09 10003172 520525	Hardware Maintenance			
						CHECK	137002 TOTAL:		247.09
137003	07/21/2021	PRTD	6235	CONSULTANT ENGINEERING, INC.	210505s-820.03	06/09/2021		072121ap	600.00
Invoice: 210505s-820.03						Water Campus #3 Title Commitment PO 22001273 Close			
					600.00 40003210 543028	Jackie A Meck Wtr Campus/BRWC			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
								CHECK 137003 TOTAL:	600.00
137004	07/21/2021	PRTD	6556	ABRAZO WEST CAMPUS ATTN: ACCOUNTI	AWC 063031-Fire	07/06/2021	22100191	072121ap	6.02
Invoice: AWC 063031-Fire						Medical/Drug Restock			
					6.02 10002140 522153	Medical Supplies			
								CHECK 137004 TOTAL:	6.02
137005	07/21/2021	PRTD	5952	KIEWIT/HAYDON, A JOINT VENTURE	2106150024	06/30/2021	21900960	072121ap	243,672.18
Invoice: 2106150024						BRWC CO #15 EMERGENCY RESERVOI			
					243,672.18 40003210 543028	Jackie A Meck Wtr Campus/BRWC			
				KIEWIT/HAYDON, A JOINT VENTURE	2106220017A22.3	06/30/2021	22000502	072121ap	3,148.58
Invoice: 2106220017A22.3						BRWC CO #22 (GMP 22) PASE 1 PR			
					3,148.58 40003210 543028	Jackie A Meck Wtr Campus/BRWC			
				KIEWIT/HAYDON, A JOINT VENTURE	2106220013A22.2	06/30/2021	22000502	072121ap	2,276.55
Invoice: 2106220013A22.2						BRWC CO #22 (GMP 22) PASE 1 PR			
					2,276.55 40003210 543028	Jackie A Meck Wtr Campus/BRWC			
				KIEWIT/HAYDON, A JOINT VENTURE	2106280011	06/30/2021	22100527	072121ap	2,389,845.38
Invoice: 2106280011						GMP 28 BROADWAY ROAD WATER CAM			
					2,389,845.38 40003210 543028	Jackie A Meck Wtr Campus/BRWC			
				KIEWIT/HAYDON, A JOINT VENTURE	2106250016	06/30/2021	22000832	072121ap	80,582.72
Invoice: 2106250016						BRWC GMP 25 - TANKS, PIPLINE P			
					80,582.72 40003210 543028	Jackie A Meck Wtr Campus/BRWC			
				KIEWIT/HAYDON, A JOINT VENTURE	2106220016	06/30/2021	22000502	072121ap	43,544.70
Invoice: 2106220016						BRWC CO #22 (GMP 22) PASE 1 PR			
					43,544.70 40003210 543028	Jackie A Meck Wtr Campus/BRWC			
				KIEWIT/HAYDON, A JOINT VENTURE	2106220016A22.1	06/30/2021	22000502	072121ap	12,733.14
Invoice: 2106220016A22.1						BRWC CO #22 (GMP 22) PASE 1 PR			
					12,733.14 40003210 543028	Jackie A Meck Wtr Campus/BRWC			
				KIEWIT/HAYDON, A JOINT VENTURE	2106240015	06/30/2021	22000501	072121ap	15,272.11
Invoice: 2106240015						BRWC CO#24 (GMP 24) PHASE 1 FI			
					15,272.11 40003210 543028	Jackie A Meck Wtr Campus/BRWC			
								CHECK 137005 TOTAL:	2,791,075.36
137006	07/21/2021	PRTD	5666	KIMLEY-HORN AND ASSOCIATES, INC.	19088702	06/30/2021	22101077	072121ap	3,156.00
Invoice: 19088702						TO #13 YUMA & VERRADO ITS			
					3,156.00 50213170 543120	ITS Yuma-237th-Verrado Way			
				KIMLEY-HORN AND ASSOCIATES, INC.	19106420	06/30/2021	22100787	072121ap	18,319.50
Invoice: 19106420						TO #10 DESIGN MILLER RD WIDENING.			
					18,319.50 50213170 543137	Miller Rd Exp-Durango-LBuckeye			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
				KIMLEY-HORN AND ASSOCIATES, INC.	19088699	06/30/2021	22100902	072121ap	1,388.50
	Invoice: 19088699					Design Miller Rd. Durango St. to Pima St.			
					1,388.50 50213170 543137	Miller Rd Exp-Durango-LBuckeye			
						CHECK	137006	TOTAL:	22,864.00
137007	07/21/2021	PRTD	1610	LESLIE'S POOLMART, INC	03000-01-059902	06/30/2021	22100974	072121ap	3,091.32
	Invoice: 03000-01-059902					DRAIN COVER REPLACEMENT			
					3,091.32 10003172 520600	Swimming Pool R & M			
						CHECK	137007	TOTAL:	3,091.32
137008	07/21/2021	PRTD	5018	METRO FIRE EQUIPMENT INC	IN00323416	06/30/2021	22101263	072121ap	141.00
	Invoice: IN00323416					ANNUAL FIRE INSPECTION			
					141.00 10003172 520037	Professional Services General			
				METRO FIRE EQUIPMENT INC	IN00327430	06/30/2021	22101263	072121ap	863.60
	Invoice: IN00327430					ANNUAL FIRE INSPECTION			
					863.60 10003172 520037	Professional Services General			
				METRO FIRE EQUIPMENT INC	IN00320650	06/07/2021	22101263	072121ap	75.00
	Invoice: IN00320650					ANNUAL FIRE INSPECTION			
					75.00 10003172 520037	Professional Services General			
						CHECK	137008	TOTAL:	1,079.60
137009	07/21/2021	PRTD	6791	MGC CONTRACTORS, INC	Pay App 6	06/30/2021	22100786	072121ap	43,897.96
	Invoice: Pay App 6					DO #1 SUNDANCE CHLORINE VAULT			
					43,897.96 40001113 543108	SundanceWTP-Assess Chlo Vaults			
						CHECK	137009	TOTAL:	43,897.96
137010	07/21/2021	PRTD	1687	MUNICIPAL EMERGENCY SERVICES	IN1585270	06/01/2021	22100742	072121ap	948.38
	Invoice: IN1585270					Fire Helmets			
					948.38 10002140 522150	Personal Protective Equipment			
						CHECK	137010	TOTAL:	948.38
137011	07/21/2021	PRTD	6451	NESTLE WATERS NORTH AMERICA	01G6700459152	06/30/2021	22100344	072121ap	224.35
	Invoice: 01G6700459152					FY 20/21 - NESTLE WATER			
					56.08 10003170 521501	Office Supplies			
					56.09 10003172 521501	Office Supplies			
					56.09 38103202 521501	Office Supplies			
					56.09 40053205 521501	Office Supplies			
				NESTLE WATERS NORTH AMERICA	01G6700441328	06/30/2021	22100370	072121ap	985.08

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
Invoice: 01G6700441328						Bottle Water for Fire Stations			
					985.08 10002140 522155	Operational Supplies			
								CHECK 137011 TOTAL:	1,209.43
137012	07/21/2021	PRTD	3024	PBC PHOENIX INC	516481	06/30/2021 22100176	072121ap		5,158.44
Invoice: 516481						FY 20/21 - SUNDANCE CUSTODIAL			
					399.05 10003172 520019	Custodial Contract			
					4,759.39 10003176 520019	Custodial Contract			
								CHECK 137012 TOTAL:	5,158.44
137013	07/21/2021	PRTD	1770	PIONEER TITLE AGENCY INC	00502775	06/30/2021 22101295	072121ap		600.00
Invoice: 00502775						TITLE REPORTS FOR MILLER RD TO PIMA RD			
					600.00 50213170 543137	Miller Rd Exp-Durango-LBuckeye			
								CHECK 137013 TOTAL:	600.00
137014	07/21/2021	PRTD	6030	RAFTELIS FINANCIAL CONSULTANTS, I	19882	06/30/2021 22101364	072121ap		7,205.52
Invoice: 19882						CONSULTING SERVICES			
					7,205.52 10005180 520037	Professional Services General			
								CHECK 137014 TOTAL:	7,205.52
137015	07/21/2021	PRTD	1849	ROOSEVELT IRRIGATION DISTRICT	26-21	06/30/2021 22000793	072121ap		2,474.49
Invoice: 26-21						CIP APACHE/SOUTHERN TS-RID LAT			
					2,474.49 50213170 543072	Apache & Southern TS			
								CHECK 137015 TOTAL:	2,474.49
137016	07/21/2021	PRTD	5971	STANLEY CONSULTANTS, INC.	0232155	06/30/2021 22100819	072121ap		141,503.25
Invoice: 0232155						TO #9 PREPARE FINAL CONSTRUCTION DOCUMENTS			
					141,503.25 50213170 543073	Durango St - Miller to Yuma			
				STANLEY CONSULTANTS, INC.	231921	06/30/2021 22001212	072121ap		21,353.74
Invoice: 231921						TO #8 WATSON RD SOUTHERN TO MC			
					21,353.74 50213170 543075	Rdwy Imrp-Watson-85 toSouthern			
								CHECK 137016 TOTAL:	162,856.99
137017	07/21/2021	PRTD	5425	VORTEX INDUSTRIES	20-1508367	06/30/2021 22100388	072121ap		4,000.00
Invoice: 20-1508367						FY 20/21 - CITYWIDE DOOR MAINT			
					3,592.58 10003172 520512	Building Repairs			
					407.42 10003172 520525	Hardware Maintenance			

CHECK 137017 TOTAL: 4,000.00

NUMBER OF CHECKS 21 *** CASH ACCOUNT TOTAL *** 3,130,782.83

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	21	3,130,782.83

*** GRAND TOTAL *** 3,130,782.83

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022 1 713									
APP 1000-201000					Accounts Payable			29,771.69	
07/21/2021	072121ap	ap0721			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				3,130,782.83
07/21/2021	072121ap	ap0721			AP CASH DISBURSEMENTS JOURNAL				
APP 3577-201000					Accounts Payable			1,530.16	
07/21/2021	072121ap	ap0721			AP CASH DISBURSEMENTS JOURNAL				
APP 3100-201000					Accounts Payable			75,000.00	
07/21/2021	072121ap	ap0721			AP CASH DISBURSEMENTS JOURNAL				
APP 4000-201000					Accounts Payable			2,835,573.32	
07/21/2021	072121ap	ap0721			AP CASH DISBURSEMENTS JOURNAL				
APP 5021-201000					Accounts Payable			188,795.48	
07/21/2021	072121ap	ap0721			AP CASH DISBURSEMENTS JOURNAL				
APP 3810-201000					Accounts Payable			56.09	
07/21/2021	072121ap	ap0721			AP CASH DISBURSEMENTS JOURNAL				
APP 4005-201000					Accounts Payable			56.09	
07/21/2021	072121ap	ap0721			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			3,130,782.83	3,130,782.83
APP 9999-201010					DT DF			3,130,782.83	
07/21/2021	072121ap	ap0721							
APP 1000-101010					Pooled Cash Equity				29,771.69
07/21/2021	072121ap	ap0721							
APP 3577-101010					Pooled Cash Equity				1,530.16
07/21/2021	072121ap	ap0721							
APP 3100-101010					Pooled Cash Equity				75,000.00
07/21/2021	072121ap	ap0721							
APP 4000-101010					Pooled Cash Equity				2,835,573.32
07/21/2021	072121ap	ap0721							
APP 5021-101010					Pooled Cash Equity				188,795.48
07/21/2021	072121ap	ap0721							
APP 3810-101010					Pooled Cash Equity				56.09
07/21/2021	072121ap	ap0721							
APP 4005-101010					Pooled Cash Equity				56.09
07/21/2021	072121ap	ap0721							
					SYSTEM GENERATED ENTRIES TOTAL			3,130,782.83	3,130,782.83
					JOURNAL 2022/01/713 TOTAL			6,261,565.66	6,261,565.66

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
1000 General Fund	2022	1	713	07/21/2021			
1000-101010				Pooled Cash Equity			29,771.69
1000-201000				Accounts Payable		29,771.69	
					FUND TOTAL	29,771.69	29,771.69
3100 Risk Mgmt Retention Fund	2022	1	713	07/21/2021			
3100-101010				Pooled Cash Equity			75,000.00
3100-201000				Accounts Payable		75,000.00	
					FUND TOTAL	75,000.00	75,000.00
3577 Nuclear Emergency Management	2022	1	713	07/21/2021			
3577-101010				Pooled Cash Equity			1,530.16
3577-201000				Accounts Payable		1,530.16	
					FUND TOTAL	1,530.16	1,530.16
3810 Highway User Revenue Fund	2022	1	713	07/21/2021			
3810-101010				Pooled Cash Equity			56.09
3810-201000				Accounts Payable		56.09	
					FUND TOTAL	56.09	56.09
4000 Water Utility Fund	2022	1	713	07/21/2021			
4000-101010				Pooled Cash Equity			2,835,573.32
4000-201000				Accounts Payable		2,835,573.32	
					FUND TOTAL	2,835,573.32	2,835,573.32
4005 Environmental Services	2022	1	713	07/21/2021			
4005-101010				Pooled Cash Equity			56.09
4005-201000				Accounts Payable		56.09	
					FUND TOTAL	56.09	56.09
5021 CIP General	2022	1	713	07/21/2021			
5021-101010				Pooled Cash Equity			188,795.48
5021-201000				Accounts Payable		188,795.48	
					FUND TOTAL	188,795.48	188,795.48
9999 Pooled Cash	2022	1	713	07/21/2021			
9999-104000				Cash in Bank - Checking			3,130,782.83
9999-201010				DT DF		3,130,782.83	
					FUND TOTAL	3,130,782.83	3,130,782.83

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
1000	General Fund		29,771.69
3100	Risk Mgmt Retention Fund		75,000.00
3577	Nuclear Emergency Management		1,530.16
3810	Highway User Revenue Fund		56.09
4000	Water Utility Fund		2,835,573.32
4005	Environmental Services		56.09
5021	CIP General		188,795.48
9999	Pooled Cash	3,130,782.83	
	TOTAL	3,130,782.83	3,130,782.83

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
137052	07/22/2021	PRTD	5706	AARDVARK	PIN12733	06/11/2021	22101363	072221ap	12,748.00
Invoice: PIN12733						SWAT COMMS			
					12,748.00 10002121 521509	Public Safety Equipment			
						CHECK 137052 TOTAL:			12,748.00
137053	07/22/2021	PRTD	6679	ARRINGTON WATKINS ARCHITECTS, LLC	2020392	06/28/2021		072221ap	519.00
Invoice: 2020392						Police Communication Ctr. PO 22001345			
					519.00 50212121 543054	Police Communications Center			
						CHECK 137053 TOTAL:			519.00
137054	07/22/2021	PRTD	1304	CITY OF AVONDALE	B FY21-04	06/30/2021	22100028	072221ap	60,522.48
Invoice: B FY21-04						Advocacy Center Fees			
					60,522.48 10002121 520040	Advocacy Center			
						CHECK 137054 TOTAL:			60,522.48
137055	07/22/2021	PRTD	1426	FACTORY MOTOR PARTS CO	7-3302968	06/03/2021	22100067	072221ap	530.56
Invoice: 7-3302968						AUTOMOTIVE AND TRAILER EQUIPME			
					506.56 10003171 522155	Operational Supplies			
					12.00 38103202 521508	Automotive Expenses			
					12.00 40003210 521508	Automotive Expenses			
				FACTORY MOTOR PARTS CO	7-3325736	06/24/2021	22100067	072221ap	980.00
Invoice: 7-3325736						AUTOMOTIVE AND TRAILER EQUIPME			
					840.00 10003171 522155	Operational Supplies			
					140.00 40013220 521508	Automotive Expenses			
				FACTORY MOTOR PARTS CO	7-3317769	06/16/2021	22100067	072221ap	-470.56
Invoice: 7-3317769						AUTOMOTIVE AND TRAILER EQUIPME			
					-470.56 10003171 522155	Operational Supplies			
				FACTORY MOTOR PARTS CO	7-3330859	06/29/2021	22100067	072221ap	60.00
Invoice: 7-3330859						AUTOMOTIVE AND TRAILER EQUIPME			
					60.00 10003171 522155	Operational Supplies			
				FACTORY MOTOR PARTS CO	10-1443198	06/28/2021	22100067	072221ap	9.73
Invoice: 10-1443198						AUTOMOTIVE AND TRAILER EQUIPME			
					9.73 10003171 522155	Operational Supplies			
				FACTORY MOTOR PARTS CO	10-1440720	06/01/2021	22100067	072221ap	109.26
Invoice: 10-1440720						AUTOMOTIVE AND TRAILER EQUIPME			
					109.26 10003171 522155	Operational Supplies			
				FACTORY MOTOR PARTS CO	10-1443162	06/28/2021	22100067	072221ap	352.64
Invoice: 10-1443162						AUTOMOTIVE AND TRAILER EQUIPME			
					352.64 10003171 522155	Operational Supplies			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
							CHECK	137055 TOTAL:	1,571.63
137056	07/22/2021	PRTD	5175	J2 ENGINEERING AND ENVIRONMENTAL	13147	06/30/2021	22000792	072221ap	9,554.24
Invoice: 13147						CIP DESIGN APACHE/SOUTHERN INT			
					9,554.24 50213170 543072	Apache & Southern TS			
							CHECK	137056 TOTAL:	9,554.24
137057	07/22/2021	PRTD	5285	JONES BROTHERS INVESTMENTS LLC	Apr-Jun 2021	06/30/2021		072221ap	61,068.59
Invoice: Apr-Jun 2021						Development Sales Tax Reimbursement -Tom Jones Fo			
					61,068.59 10001110 523041	Reimbursement Agreements			
							CHECK	137057 TOTAL:	61,068.59
137058	07/22/2021	PRTD	1687	MUNICIPAL EMERGENCY SERVICES	IN1590056	06/16/2021	22101115	072221ap	955.77
Invoice: IN1590056						FIRE FIGHTING EQUIPMENT AND SUPPLIES			
					955.77 10002140 522151	Fire Supplies			
							CHECK	137058 TOTAL:	955.77
137059	07/22/2021	PRTD	6451	NESTLE WATERS NORTH AMERICA	01G6700441315	06/30/2021	22100479	072221ap	465.00
Invoice: 01G6700441315						Bottled Water for PD Stations			
					465.00 10002121 522155	Operational Supplies			
							CHECK	137059 TOTAL:	465.00
137060	07/22/2021	PRTD	1736	O'REILLY AUTO PARTS	06302021	06/30/2021	22100349	072221ap	1,428.39
Invoice: 06302021						AUTOMOTIVE AND TRAILER EQUIPME			
					1,249.23 10003171 522155	Operational Supplies			
					87.47 38103202 521508	Automotive Expenses			
					52.37 40003210 521508	Automotive Expenses			
					39.32 40013220 521508	Automotive Expenses			
							CHECK	137060 TOTAL:	1,428.39
137061	07/22/2021	PRTD	1770	PIONEER TITLE AGENCY INC	502769	06/30/2021		072221ap	200.00
Invoice: 502769						Title Report Update Miller & Lr Buckeye			
					200.00 50213170 543137	Miller Rd Exp-Durango-LBuckeye			
							CHECK	137061 TOTAL:	200.00
137062	07/22/2021	PRTD	2135	QUIKTRIP CORPORATION	Apr-Jun 2021	06/30/2021		072221ap	38,811.32
Invoice: Apr-Jun 2021						Development Sales Tax Reimbursement - QuickTrip492			
					38,811.32 10001110 523041	Reimbursement Agreements			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
							CHECK	137062 TOTAL:	38,811.32
137063	07/22/2021	PRTD	1849	ROOSEVELT IRRIGATION DISTRICT	25-21	06/30/2021		072221ap	1,192.57
Invoice: 25-21					Miller and Southern				
					1,192.57 50213170 543069 Miller & Southern TS				
							CHECK	137063 TOTAL:	1,192.57
137064	07/22/2021	PRTD	1944	STANDARD PRINTING COMPANY INC	263519	06/30/2021	22100185	072221ap	339.56
Invoice: 263519					PRINT AND MAIL SERVICES FOR UT				
					108.66 40003230 520037 Professional Services General				
					108.66 40013230 520037 Professional Services General				
					122.24 40053230 520037 Professional Services General				
							CHECK	137064 TOTAL:	339.56
137065	07/22/2021	PRTD	2021	TYLER TECHNOLOGIES, INC.	130-121734	06/30/2021	22101096	072221ap	4,147.94
Invoice: 130-121734					E-Citation Printers - Per Quote				
					4,147.94 10002121 521521 IT Equipment <$5000				
							CHECK	137065 TOTAL:	4,147.94
137066	07/22/2021	PRTD	2029	U.S. PAYMENTS, LLC	023581	06/30/2021	22100458	072221ap	1,938.32
Invoice: 023581					KIOSK SERVICES FOR UTILITY BIL				
					1,028.03 40003230 520037 Professional Services General				
					143.63 40013230 520037 Professional Services General				
					766.66 40053230 520037 Professional Services General				
							CHECK	137066 TOTAL:	1,938.32
137067	07/22/2021	PRTD	5605	NAPA AUTO PARTS	06302021	06/30/2021	22100365	072221ap	758.94
Invoice: 06302021					AUTOMOTIVE AND TRAILER EQUIPME				
					468.71 10003171 522155 Operational Supplies				
					183.09 38103202 521508 Automotive Expenses				
					20.83 40003210 521508 Automotive Expenses				
					86.31 40013220 521508 Automotive Expenses				
							CHECK	137067 TOTAL:	758.94
137068	07/22/2021	PRTD	5041	WESTERN TECHNOLOGIES INC	21810239	06/30/2021		072221ap	2,700.00
Invoice: 21810239					Apache Rd. & Southern Ave. Phase I				
					2,700.00 50213170 543072 Apache & Southern TS				
							CHECK	137068 TOTAL:	2,700.00

NUMBER OF CHECKS 17 *** CASH ACCOUNT TOTAL *** 198,921.75

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	17	198,921.75

*** GRAND TOTAL *** 198,921.75

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022 1 808									
APP 1000-201000					Accounts Payable			181,844.67	
07/22/2021	072221ap	ap0722			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				198,921.75
07/22/2021	072221ap	ap0722			AP CASH DISBURSEMENTS JOURNAL				
APP 5021-201000					Accounts Payable			14,165.81	
07/22/2021	072221ap	ap0722			AP CASH DISBURSEMENTS JOURNAL				
APP 3810-201000					Accounts Payable			282.56	
07/22/2021	072221ap	ap0722			AP CASH DISBURSEMENTS JOURNAL				
APP 4000-201000					Accounts Payable			1,221.89	
07/22/2021	072221ap	ap0722			AP CASH DISBURSEMENTS JOURNAL				
APP 4001-201000					Accounts Payable			517.92	
07/22/2021	072221ap	ap0722			AP CASH DISBURSEMENTS JOURNAL				
APP 4005-201000					Accounts Payable			888.90	
07/22/2021	072221ap	ap0722			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			198,921.75	198,921.75
APP 9999-201010					DT DF			198,921.75	
07/22/2021	072221ap	ap0722							
APP 1000-101010					Pooled Cash Equity				181,844.67
07/22/2021	072221ap	ap0722							
APP 5021-101010					Pooled Cash Equity				14,165.81
07/22/2021	072221ap	ap0722							
APP 3810-101010					Pooled Cash Equity				282.56
07/22/2021	072221ap	ap0722							
APP 4000-101010					Pooled Cash Equity				1,221.89
07/22/2021	072221ap	ap0722							
APP 4001-101010					Pooled Cash Equity				517.92
07/22/2021	072221ap	ap0722							
APP 4005-101010					Pooled Cash Equity				888.90
07/22/2021	072221ap	ap0722							
					SYSTEM GENERATED ENTRIES TOTAL			198,921.75	198,921.75
					JOURNAL 2022/01/808 TOTAL			397,843.50	397,843.50

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
1000 General Fund	2022	1	808	07/22/2021			
1000-101010				Pooled Cash Equity			181,844.67
1000-201000				Accounts Payable		181,844.67	
					FUND TOTAL	181,844.67	181,844.67
3810 Highway User Revenue Fund	2022	1	808	07/22/2021			
3810-101010				Pooled Cash Equity			282.56
3810-201000				Accounts Payable		282.56	
					FUND TOTAL	282.56	282.56
4000 Water Utility Fund	2022	1	808	07/22/2021			
4000-101010				Pooled Cash Equity			1,221.89
4000-201000				Accounts Payable		1,221.89	
					FUND TOTAL	1,221.89	1,221.89
4001 Wastewater Fund	2022	1	808	07/22/2021			
4001-101010				Pooled Cash Equity			517.92
4001-201000				Accounts Payable		517.92	
					FUND TOTAL	517.92	517.92
4005 Environmental Services	2022	1	808	07/22/2021			
4005-101010				Pooled Cash Equity			888.90
4005-201000				Accounts Payable		888.90	
					FUND TOTAL	888.90	888.90
5021 CIP General	2022	1	808	07/22/2021			
5021-101010				Pooled Cash Equity			14,165.81
5021-201000				Accounts Payable		14,165.81	
					FUND TOTAL	14,165.81	14,165.81
9999 Pooled Cash	2022	1	808	07/22/2021			
9999-104000				Cash in Bank - Checking			198,921.75
9999-201010				DT DF		198,921.75	
					FUND TOTAL	198,921.75	198,921.75

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
1000	General Fund		181,844.67
3810	Highway User Revenue Fund		282.56
4000	Water Utility Fund		1,221.89
4001	Wastewater Fund		517.92
4005	Environmental Services		888.90
5021	CIP General		14,165.81
9999	Pooled Cash	198,921.75	
	TOTAL	198,921.75	198,921.75

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
137079	07/27/2021	PRTD	1257	BUSTAMANTE & KUFFNER PC	June 30, 2021	06/30/2021	22100209	072721ap	13,000.00
	Invoice: June 30, 2021					Legal Services - Open PO FY 21			
				13,000.00 10001110 520021		City Prosecuter			
						CHECK	137079 TOTAL:		13,000.00
137080	07/27/2021	PRTD	5092	CAROLLO ENGINEERS, INC	FB12643	06/30/2021	22100660	072721ap	4,140.57
	Invoice: FB12643					DESIGN WELL NO. 13 TO #1			
				4,140.57 40001113 543104		Drill Well #13			
						CHECK	137080 TOTAL:		4,140.57
137081	07/27/2021	PRTD	1016	HAYDON BUILDING CORP	Pay App 4 - 8547	06/30/2021	22100967	072721ap	418,715.89
	Invoice: Pay App 4 - 8547					247TH ROADWAY IMPROVEMENT - N. LOWER BUCKEYE			
				418,715.89 50213170 543070		247 Ave Paving, LBuck-Durango			
						CHECK	137081 TOTAL:		418,715.89
137082	07/27/2021	PRTD	5666	KIMLEY-HORN AND ASSOCIATES, INC.	19105615	06/30/2021	22001016	072721ap	15,766.00
	Invoice: 19105615					N. ZONE PARK SITE ASSESSMENT &			
				15,766.00 50214150 543062		NZone 30-acre Community Park			
						CHECK	137082 TOTAL:		15,766.00
137083	07/27/2021	PRTD	6376	ODYSEA AQUARIUM, LLC	338737	06/30/2021	22101355	072721ap	2,268.26
	Invoice: 338737					Summer 2021 youth programs field trip			
				2,268.26 10004153 520015		Contractual Svc BASE			
						CHECK	137083 TOTAL:		2,268.26
137084	07/27/2021	PRTD	1849	ROOSEVELT IRRIGATION DISTRICT	103121781	06/09/2021		072721ap	2,885.12
	Invoice: 103121781					JUNE 2021 CONNECTION FEE			
				2,885.12 40013220 526027		RID Recharge Fees			
				ROOSEVELT IRRIGATION DISTRICT	103121782	06/09/2021		072721ap	2,027.40
	Invoice: 103121782					MAY 2021 DISCHARGE FEE			
				2,027.40 40013220 526027		RID Recharge Fees			
				ROOSEVELT IRRIGATION DISTRICT	103121731	04/30/2021		072721ap	2,252.22
	Invoice: 103121731					APRIL 2021 MONTHLY DISCHARGE FEE			
				2,252.22 40013220 526027		RID Recharge Fees			
						CHECK	137084 TOTAL:		7,164.74

NUMBER OF CHECKS 6 *** CASH ACCOUNT TOTAL *** 461,055.46

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	6	461,055.46

*** GRAND TOTAL *** 461,055.46

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022 1 970									
APP 1000-201000					Accounts Payable			15,268.26	
07/27/2021	072721ap	ap0727			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				461,055.46
07/27/2021	072721ap	ap0727			AP CASH DISBURSEMENTS JOURNAL				
APP 4000-201000					Accounts Payable			4,140.57	
07/27/2021	072721ap	ap0727			AP CASH DISBURSEMENTS JOURNAL				
APP 5021-201000					Accounts Payable			434,481.89	
07/27/2021	072721ap	ap0727			AP CASH DISBURSEMENTS JOURNAL				
APP 4001-201000					Accounts Payable			7,164.74	
07/27/2021	072721ap	ap0727			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			461,055.46	461,055.46
APP 9999-201010					DT DF			461,055.46	
07/27/2021	072721ap	ap0727							
APP 1000-101010					Pooled Cash Equity				15,268.26
07/27/2021	072721ap	ap0727							
APP 4000-101010					Pooled Cash Equity				4,140.57
07/27/2021	072721ap	ap0727							
APP 5021-101010					Pooled Cash Equity				434,481.89
07/27/2021	072721ap	ap0727							
APP 4001-101010					Pooled Cash Equity				7,164.74
07/27/2021	072721ap	ap0727							
					SYSTEM GENERATED ENTRIES TOTAL			461,055.46	461,055.46
					JOURNAL 2022/01/970 TOTAL			922,110.92	922,110.92

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
1000 General Fund	2022	1	970	07/27/2021			
1000-101010				Pooled Cash Equity			15,268.26
1000-201000				Accounts Payable		15,268.26	
					FUND TOTAL	15,268.26	15,268.26
4000 Water Utility Fund	2022	1	970	07/27/2021			
4000-101010				Pooled Cash Equity			4,140.57
4000-201000				Accounts Payable		4,140.57	
					FUND TOTAL	4,140.57	4,140.57
4001 Wastewater Fund	2022	1	970	07/27/2021			
4001-101010				Pooled Cash Equity			7,164.74
4001-201000				Accounts Payable		7,164.74	
					FUND TOTAL	7,164.74	7,164.74
5021 CIP General	2022	1	970	07/27/2021			
5021-101010				Pooled Cash Equity			434,481.89
5021-201000				Accounts Payable		434,481.89	
					FUND TOTAL	434,481.89	434,481.89
9999 Pooled Cash	2022	1	970	07/27/2021			
9999-104000				Cash in Bank - Checking			461,055.46
9999-201010				DT DF		461,055.46	
					FUND TOTAL	461,055.46	461,055.46

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
1000 General Fund		15,268.26
4000 Water Utility Fund		4,140.57
4001 Wastewater Fund		7,164.74
5021 CIP General		434,481.89
9999 Pooled Cash	461,055.46	
TOTAL	461,055.46	461,055.46

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
137085	07/28/2021	PRTD	1055	ACHEN-GARDNER CONSTRUCTION, LLC	Final - Hopeville	06/30/2021	22100963	072821ap	569,330.01
	Invoice: Final - Hopeville					DO #1 AIRPORT/HOPVILLE 16" WATERLINE			
					569,330.01 40001113 543042	Waterline at Airport			
								CHECK 137085 TOTAL:	569,330.01
137086	07/28/2021	PRTD	1960	ARIZONA MACHINERY, LLC	P51974	06/29/2021	22100366	072821ap	41.02
	Invoice: P51974					AUTOMOTIVE AND TRAILER EQUIPME			
					41.02 38103202 521508	Automotive Expenses			
				ARIZONA MACHINERY, LLC	P51677	06/23/2021	22100366	072821ap	116.82
	Invoice: P51677					AUTOMOTIVE AND TRAILER EQUIPME			
					116.82 38103202 521508	Automotive Expenses			
								CHECK 137086 TOTAL:	157.84
137087	07/28/2021	PRTD	5967	ARIZONA STATE RIFLE AND PISTOL AS	BPD0621	06/30/2021	22100397	072821ap	430.00
	Invoice: BPD0621					Open PO for Range Fees			
					430.00 10002121 522155	Operational Supplies			
								CHECK 137087 TOTAL:	430.00
137088	07/28/2021	PRTD	6679	ARRINGTON WATKINS ARCHITECTS, LLC	2020393	06/30/2021	22100930	072821ap	7,759.70
	Invoice: 2020393					TO #1 DESIGN POLICE TRAINING FACILITY			
					7,759.70 50212121 543143	Police Training Center			
								CHECK 137088 TOTAL:	7,759.70
137089	07/28/2021	PRTD	5629	CARDNO, INC.	529294	06/30/2021	22000760	072821ap	5,120.88
	Invoice: 529294					TASK ORDER 6- WATSON ROAD DESI			
					5,120.88 50213170 543074	Rdwy Impr - Watson-Dur/LBuck			
								CHECK 137089 TOTAL:	5,120.88
137090	07/28/2021	PRTD	1431	FELIX CONSTRUCTION COMPANY	1934.04-01-June.2021	06/30/2021	22101282	072821ap	87,496.00
	Invoice: 1934.04-01-June.2021					DO #3 REPLACEMENT OF CENTRIFUGE AT SUNDANCE WRF			
					87,496.00 40011113 543131	Sundance WRF Centrifuge			
								CHECK 137090 TOTAL:	87,496.00
137091	07/28/2021	PRTD	1440	FLEETPRIDE, INC	74993447	06/01/2021	22100288	072821ap	74.77
	Invoice: 74993447					AUTOMOTIVE / EQUIPMENT AND PAR			
					74.77 10003171 522155	Operational Supplies			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
								CHECK 137091 TOTAL:	74.77
137092	07/28/2021	PRTD	5719	FREIGHTLINER OF ARIZONA, LLC	XA310400088:01	05/13/2021	22100262	072821ap	8.38
Invoice: XA310400088:01						AUTOMOTIVE VEHICLES AND RELATE			
					8.38 10003171 522155	Operational Supplies			
								CHECK 137092 TOTAL:	8.38
137093	07/28/2021	PRTD	6551	G4S SECURE SOLUTIONS USA INC	11857338	06/20/2021	22100167	072821ap	1,023.44
Invoice: 11857338						SECURITY OFFICER SERVICES CONT			
					1,023.44 10002121 520022	Security Services			
				G4S SECURE SOLUTIONS USA INC	11857347	06/20/2021	22100167	072821ap	837.36
Invoice: 11857347						SECURITY OFFICER SERVICES CONT			
					837.36 10002121 520022	Security Services			
				G4S SECURE SOLUTIONS USA INC	11858064	06/20/2021	22100167	072821ap	209.34
Invoice: 11858064						SECURITY OFFICER SERVICES CONT			
					209.34 10002121 520022	Security Services			
				G4S SECURE SOLUTIONS USA INC	11848240	06/20/2021	22100167	072821ap	1,023.44
Invoice: 11848240						SECURITY OFFICER SERVICES CONT			
					1,023.44 10002121 520022	Security Services			
				G4S SECURE SOLUTIONS USA INC	11848251	06/20/2021	22100167	072821ap	639.65
Invoice: 11848251						SECURITY OFFICER SERVICES CONT			
					639.65 10002121 520022	Security Services			
				G4S SECURE SOLUTIONS USA INC	11858063	06/20/2021	22100167	072821ap	837.36
Invoice: 11858063						SECURITY OFFICER SERVICES CONT			
					837.36 10002121 520022	Security Services			
				G4S SECURE SOLUTIONS USA INC	11858065	06/30/2021	22100756	072821ap	628.02
Invoice: 11858065						SECURITY OFFICER SERVICES CONT			
					314.01 40003210 520037	Professional Services General			
					314.01 40013220 520037	Professional Services General			
								CHECK 137093 TOTAL:	5,198.61
137094	07/28/2021	PRTD	6451	NESTLE WATERS NORTH AMERICA	01G6701000492	06/30/2021	22100337	072821ap	13.25
Invoice: 01G6701000492						OFFICE SUPPLIES, GENERAL			
					13.25 10001110 521501	Office Supplies			
								CHECK 137094 TOTAL:	13.25
137095	07/28/2021	PRTD	5513	PARTS MART	853584P	06/07/2021	22100348	072821ap	276.42
Invoice: 853584P						AUTOMOTIVE AND TRAILER EQUIPME			
					276.42 10003171 522155	Operational Supplies			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
				PARTS MART	853741P	06/08/2021	22100348	072821ap	111.10
Invoice: 853741P						AUTOMOTIVE AND TRAILER EQUIPME			
					111.10 38103202 521508	Automotive Expenses			
						CHECK	137095 TOTAL:		387.52
137096	07/28/2021	PRTD	6741	AIMS COMPANIES	927005	06/30/2021	22100664	072821ap	1,853.86
Invoice: 927005						WET WELL SCUM REMOVAL & INSPEC			
					1,853.86 40013220 520037	Professional Services General			
						CHECK	137096 TOTAL:		1,853.86
137097	07/28/2021	PRTD	1847	RODEO FORD INC	151292	06/01/2021	22100433	072821ap	174.48
Invoice: 151292						AUTOMOTIVE AND TRAILER EQUIPME			
					174.48 10003171 522155	Operational Supplies			
				RODEO FORD INC	151648	06/09/2021	22100433	072821ap	101.19
Invoice: 151648						AUTOMOTIVE AND TRAILER EQUIPME			
					101.19 40013220 521508	Automotive Expenses			
						CHECK	137097 TOTAL:		275.67
137098	07/28/2021	PRTD	5310	SANDS CHEVROLET, LLC	567492	06/07/2021	22100278	072821ap	89.95
Invoice: 567492						AUTOMOTIVE AND TRAILER EQUIPME			
					89.95 10003171 520505	Vehicle & Equipment Repair			
				SANDS CHEVROLET, LLC	564647C	05/12/2021	22100278	072821ap	89.95
Invoice: 564647C						AUTOMOTIVE AND TRAILER EQUIPME			
					89.95 10003171 520505	Vehicle & Equipment Repair			
				SANDS CHEVROLET, LLC	563437C	05/18/2021	22100278	072821ap	449.85
Invoice: 563437C						AUTOMOTIVE AND TRAILER EQUIPME			
					449.85 10003171 520505	Vehicle & Equipment Repair			
						CHECK	137098 TOTAL:		629.75
137099	07/28/2021	PRTD	6738	TERRY'S PEST CONTROL, LLC	02111234	06/30/2021	22100637	072821ap	35.00
Invoice: 02111234						PESTICIDES AND CHEMICALS: AGRI			
					35.00 40003210 520037	Professional Services General			
						CHECK	137099 TOTAL:		35.00
137100	07/28/2021	PRTD	6743	WILLMENG CONSTRUCTION, INC.	Pay App #4	06/30/2021	22100606	072821ap	735,692.92
Invoice: Pay App #4						SUNDANCE PARK PHASE II CM@RISK			
					735,692.92 50214150 543055	Sundance Park Ph II			

CHECK 137100 TOTAL: 735,692.92

NUMBER OF CHECKS 16 *** CASH ACCOUNT TOTAL *** 1,414,464.16

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	16	1,414,464.16

*** GRAND TOTAL *** 1,414,464.16

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022 1 1015									
APP 4000-201000					Accounts Payable			569,679.02	
07/28/2021	072821ap	ap0728			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				1,414,464.16
07/28/2021	072821ap	ap0728			AP CASH DISBURSEMENTS JOURNAL				
APP 3810-201000					Accounts Payable			268.94	
07/28/2021	072821ap	ap0728			AP CASH DISBURSEMENTS JOURNAL				
APP 1000-201000					Accounts Payable			6,177.64	
07/28/2021	072821ap	ap0728			AP CASH DISBURSEMENTS JOURNAL				
APP 5021-201000					Accounts Payable			748,573.50	
07/28/2021	072821ap	ap0728			AP CASH DISBURSEMENTS JOURNAL				
APP 4001-201000					Accounts Payable			89,765.06	
07/28/2021	072821ap	ap0728			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			1,414,464.16	1,414,464.16
APP 9999-201010					DT DF			1,414,464.16	
07/28/2021	072821ap	ap0728							
APP 4000-101010					Pooled Cash Equity				569,679.02
07/28/2021	072821ap	ap0728							
APP 3810-101010					Pooled Cash Equity				268.94
07/28/2021	072821ap	ap0728							
APP 1000-101010					Pooled Cash Equity				6,177.64
07/28/2021	072821ap	ap0728							
APP 5021-101010					Pooled Cash Equity				748,573.50
07/28/2021	072821ap	ap0728							
APP 4001-101010					Pooled Cash Equity				89,765.06
07/28/2021	072821ap	ap0728							
					SYSTEM GENERATED ENTRIES TOTAL			1,414,464.16	1,414,464.16
					JOURNAL 2022/01/1015 TOTAL			2,828,928.32	2,828,928.32

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
1000 General Fund	2022	1	1015	07/28/2021			
1000-101010				Pooled Cash Equity			6,177.64
1000-201000				Accounts Payable		6,177.64	
					FUND TOTAL	6,177.64	6,177.64
3810 Highway User Revenue Fund	2022	1	1015	07/28/2021			
3810-101010				Pooled Cash Equity			268.94
3810-201000				Accounts Payable		268.94	
					FUND TOTAL	268.94	268.94
4000 Water Utility Fund	2022	1	1015	07/28/2021			
4000-101010				Pooled Cash Equity			569,679.02
4000-201000				Accounts Payable		569,679.02	
					FUND TOTAL	569,679.02	569,679.02
4001 Wastewater Fund	2022	1	1015	07/28/2021			
4001-101010				Pooled Cash Equity			89,765.06
4001-201000				Accounts Payable		89,765.06	
					FUND TOTAL	89,765.06	89,765.06
5021 CIP General	2022	1	1015	07/28/2021			
5021-101010				Pooled Cash Equity			748,573.50
5021-201000				Accounts Payable		748,573.50	
					FUND TOTAL	748,573.50	748,573.50
9999 Pooled Cash	2022	1	1015	07/28/2021			
9999-104000				Cash in Bank - Checking			1,414,464.16
9999-201010				DT DF		1,414,464.16	
					FUND TOTAL	1,414,464.16	1,414,464.16

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
1000	General Fund		6,177.64
3810	Highway User Revenue Fund		268.94
4000	Water Utility Fund		569,679.02
4001	Wastewater Fund		89,765.06
5021	CIP General		748,573.50
9999	Pooled Cash	1,414,464.16	
	TOTAL	1,414,464.16	1,414,464.16

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
137137	08/04/2021	PRTD	1489	GUST ROSENFELD P.L.C.	376733	06/30/2021		080421ap	33.15
Invoice: 376733				33.15 50213170 543067		Lesco Enterprises CIP101390 Miller & Broadway Miller & Broadway TS			
				GUST ROSENFELD P.L.C.	376734	06/30/2021		080421ap	3,809.71
Invoice: 376734				3,809.71 50213170 543072		CIP Apache/Southern Intersection Improvements Apache & Southern TS			
				GUST ROSENFELD P.L.C.	376730	06/30/2021		080421ap	7,579.91
Invoice: 376730				7,579.91 50213170 543067		CIP101390 Traffic Signal Miller & Broadway Miller & Broadway TS			
						CHECK 137137 TOTAL:			11,422.77
137138	08/04/2021	PRTD	5048	JACKRABBIT NURSERIES LLC	20210628	06/28/2021	22100659	080421ap	84.19
Invoice: 20210628				84.19 50012140 521507		Trees - Adopt-a-Tree Prgm & Re Landscaping Materials			
						CHECK 137138 TOTAL:			84.19
137139	08/04/2021	PRTD	5666	KIMLEY-HORN AND ASSOCIATES, INC.	18366495	02/28/2021	22000852	080421ap	2,471.25
Invoice: 18366495				2,471.25 50214150 543065		CIP# 100490 SKYLINE REGIONAL P Skyline Regional Park Ph II			
						CHECK 137139 TOTAL:			2,471.25
137140	08/04/2021	PRTD	6791	MGC CONTRACTORS, INC	22200275-1	06/30/2021		080421ap	81,311.55
Invoice: 22200275-1				81,311.55 40001113 543042		Hopeville Water Line DO #2 PO22200275 Waterline at Airport			
						CHECK 137140 TOTAL:			81,311.55
137141	08/04/2021	PRTD	3024	PBC PHOENIX INC	521295	06/30/2021	22100174	080421ap	23.97
Invoice: 521295				23.97 10003172 520019		FY 20/21 - CITYWIDE CUSTODIAL Custodial Contract			
				PBC PHOENIX INC	521294	06/30/2021	22100174	080421ap	19.25
Invoice: 521294				19.25 10003172 520019		FY 20/21 - CITYWIDE CUSTODIAL Custodial Contract			
						CHECK 137141 TOTAL:			43.22
137142	08/04/2021	PRTD	5458	THE SALVATION ARMY SOUTHWEST DIVI	June 2021	06/30/2021		080421ap	12,269.89
Invoice: June 2021				12,269.89 10001108 520044		Utility Assistance NPO Program			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
							CHECK	137142 TOTAL:	12,269.89
137143	08/04/2021	PRTD	6095	VARGYAS NETWORKS, INC	1000234778-2	06/30/2021	22101266	080421ap	5,726.48
	Invoice: 1000234778-2					REPLACE RADIO EQUIPMENT AT AIRPORT			
					5,726.48 10001192 521523	Equipment <$5,000			
							CHECK	137143 TOTAL:	5,726.48
137144	08/04/2021	PRTD	5425	VORTEX INDUSTRIES, INC.	20-1501993	04/23/2021		080421ap	1,174.62
	Invoice: 20-1501993					HANGAR REPAIRS			
					1,174.62 10003172 520512	Building Repairs			
							CHECK	137144 TOTAL:	1,174.62
137145	08/04/2021	PRTD	6835	WORKFLOW CONCEPTS, INC	3194	06/30/2021	22101264	080421ap	22,125.00
	Invoice: 3194					Consulting Services			
					11,062.50 40003210 520037	Professional Services General			
					11,062.50 40013220 520037	Professional Services General			
							CHECK	137145 TOTAL:	22,125.00
					NUMBER OF CHECKS 9		*** CASH ACCOUNT TOTAL ***		136,628.97

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	9	136,628.97

*** GRAND TOTAL *** 136,628.97

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022 2 165									
APP 5021-201000					Accounts Payable			13,894.02	
08/05/2021	080421ap	ap0804			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				136,628.97
08/05/2021	080421ap	ap0804			AP CASH DISBURSEMENTS JOURNAL				
APP 5001-201000					Accounts Payable			84.19	
08/05/2021	080421ap	ap0804			AP CASH DISBURSEMENTS JOURNAL				
APP 4000-201000					Accounts Payable			92,374.05	
08/05/2021	080421ap	ap0804			AP CASH DISBURSEMENTS JOURNAL				
APP 1000-201000					Accounts Payable			19,214.21	
08/05/2021	080421ap	ap0804			AP CASH DISBURSEMENTS JOURNAL				
APP 4001-201000					Accounts Payable			11,062.50	
08/05/2021	080421ap	ap0804			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			136,628.97	136,628.97
APP 9999-201010					DT DF			136,628.97	
08/05/2021	080421ap	ap0804							
APP 5021-101010					Pooled Cash Equity				13,894.02
08/05/2021	080421ap	ap0804							
APP 5001-101010					Pooled Cash Equity				84.19
08/05/2021	080421ap	ap0804							
APP 4000-101010					Pooled Cash Equity				92,374.05
08/05/2021	080421ap	ap0804							
APP 1000-101010					Pooled Cash Equity				19,214.21
08/05/2021	080421ap	ap0804							
APP 4001-101010					Pooled Cash Equity				11,062.50
08/05/2021	080421ap	ap0804							
					SYSTEM GENERATED ENTRIES TOTAL			136,628.97	136,628.97
					JOURNAL 2022/02/165 TOTAL			273,257.94	273,257.94

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
1000 General Fund	2022	2	165	08/05/2021			
1000-101010				Pooled Cash Equity			19,214.21
1000-201000				Accounts Payable		19,214.21	
					FUND TOTAL	19,214.21	19,214.21
4000 Water Utility Fund	2022	2	165	08/05/2021			
4000-101010				Pooled Cash Equity			92,374.05
4000-201000				Accounts Payable		92,374.05	
					FUND TOTAL	92,374.05	92,374.05
4001 Wastewater Fund	2022	2	165	08/05/2021			
4001-101010				Pooled Cash Equity			11,062.50
4001-201000				Accounts Payable		11,062.50	
					FUND TOTAL	11,062.50	11,062.50
5001 Cemetery Improvement Fund	2022	2	165	08/05/2021			
5001-101010				Pooled Cash Equity			84.19
5001-201000				Accounts Payable		84.19	
					FUND TOTAL	84.19	84.19
5021 CIP General	2022	2	165	08/05/2021			
5021-101010				Pooled Cash Equity			13,894.02
5021-201000				Accounts Payable		13,894.02	
					FUND TOTAL	13,894.02	13,894.02
9999 Pooled Cash	2022	2	165	08/05/2021			
9999-104000				Cash in Bank - Checking			136,628.97
9999-201010				DT DF		136,628.97	
					FUND TOTAL	136,628.97	136,628.97

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
1000 General Fund			19,214.21
4000 Water Utility Fund			92,374.05
4001 Wastewater Fund			11,062.50
5001 Cemetery Improvement Fund			84.19
5021 CIP General			13,894.02
9999 Pooled Cash		136,628.97	
	TOTAL	136,628.97	136,628.97

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
137231	08/11/2021	PRTD	5138	ARIZONA SUPREME COURT	5825	06/30/2021		081121ap	27.00
Invoice: 5825						Debt Setoff Release fees March 2021			
				27.00 10002120 520037		Professional Services General			
						CHECK	137231 TOTAL:		27.00
137232	08/11/2021	PRTD	1158	AZ DEPT OF ENVIRONMENTAL QUALITY	0000345975X	06/30/2021		081121ap	2,500.00
Invoice: 0000345975X						Festival Ranch AZPDES Annual Registration			
				2,500.00 40013220 520045		Permit Fees			
				AZ DEPT OF ENVIRONMENTAL QUALITY	0000345950X	06/30/2021		081121ap	2,500.00
Invoice: 0000345950X						Central WWTP AZPDES Annual Registration			
				2,500.00 40013220 520045		Permit Fees			
				AZ DEPT OF ENVIRONMENTAL QUALITY	0000345731X	06/30/2021		081121ap	821.65
Invoice: 0000345731X						Festival WRF AZPDES Permitting Fees			
				821.65 40013220 520045		Permit Fees			
						CHECK	137232 TOTAL:		5,821.65
137233	08/11/2021	PRTD	1924	SOUTHWEST RISK SERVICES	53419	06/30/2021		081121ap	11,760.00
Invoice: 53419						Aviation Commercial renewal - OR PR 002447-14			
				11,760.00 40103200 523054		Insurance and Bonds			
						CHECK	137233 TOTAL:		11,760.00
137234	08/11/2021	PRTD	5010	CIVTECH, INC.	16-6115	06/30/2021	22000618	081121ap	13,055.00
Invoice: 16-6115						CIP Design: Verrado & Yuma Rd.			
				13,055.00 50213170 543112		Verrado-Yuma-VB Road Improveme			
						CHECK	137234 TOTAL:		13,055.00
137235	08/11/2021	PRTD	1491	HD SUPPLY FACILITIES MAINTENANCE,	612321	05/24/2021		081121ap	7,868.42
Invoice: 612321						All Weather Sampler			
				7,868.42 40013221 541070		Other Equipment >$5,000			
						CHECK	137235 TOTAL:		7,868.42
137236	08/11/2021	PRTD	5952	KIEWIT/HAYDON, A JOINT VENTURE	2107RET002 - 1	06/30/2021	21900960	081121ap	192,455.66
Invoice: 2107RET002 - 1						BRWC CO #15 EMERGENCY RESERVOI			
				192,455.66 40003210 543028		Jackie A Meck Wtr Campus/BRWC			
				KIEWIT/HAYDON, A JOINT VENTURE	2107RET002 - 2	06/30/2021	22000058	081121ap	233,101.88
Invoice: 2107RET002 - 2						BRWC CO #17 GMP 17 CONSTRUCTIO			
				233,101.88 40003210 543028		Jackie A Meck Wtr Campus/BRWC			
				KIEWIT/HAYDON, A JOINT VENTURE	2107RET002 - 3	06/30/2021	22000059	081121ap	337.89

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
Invoice: 2107RET002 - 3						BRWC CO #20 CONSTRUCTION 16" W			
					337.89 40003210 543028	Jackie A Meck Wtr Campus/BRWC			
				KIEWIT/HAYDON, A JOINT VENTURE	2107RET002 - 5	06/30/2021	22000941	081121ap	58,210.29
Invoice: 2107RET002 - 5						BRWC - XFER PUMP STAT & UNDER			
					58,210.29 40003210 543028	Jackie A Meck Wtr Campus/BRWC			
				KIEWIT/HAYDON, A JOINT VENTURE	2107RET002 - 6	06/30/2021	22001223	081121ap	824,616.87
Invoice: 2107RET002 - 6						GMP #27 Broadway Road Water Ca			
					824,616.87 40003210 543028	Jackie A Meck Wtr Campus/BRWC			
				KIEWIT/HAYDON, A JOINT VENTURE	2107RET002 -7	06/30/2021	22100527	081121ap	2,924,926.49
Invoice: 2107RET002 -7						GMP 28 BROADWAY ROAD WATER CAM			
					2,924,926.49 40003210 543028	Jackie A Meck Wtr Campus/BRWC			
				KIEWIT/HAYDON, A JOINT VENTURE	2107RET002 - 8	06/30/2021	22000832	081121ap	868,728.81
Invoice: 2107RET002 - 8						BRWC GMP 25 - TANKS, PIPLINE P			
					868,728.81 40003210 543028	Jackie A Meck Wtr Campus/BRWC			
				KIEWIT/HAYDON, A JOINT VENTURE	2107RET002 - 4	06/30/2021	22000468	081121ap	25,425.26
Invoice: 2107RET002 - 4						BRWC CO #23 (GMP #23) PIPELINE			
					25,425.26 40003210 543028	Jackie A Meck Wtr Campus/BRWC			
								CHECK 137236 TOTAL:	5,127,803.15
137237	08/11/2021	PRTD	5952	KIEWIT/HAYDON, A JOINT VENTURE	2107RET002	06/30/2021		081121ap	666,733.77
Invoice: 2107RET002						APACHE RD WTP PHASE 1			
					666,733.77 40003210 543028	Jackie A Meck Wtr Campus/BRWC			
								CHECK 137237 TOTAL:	666,733.77
137238	08/11/2021	PRTD	1764	PHOENIX FENCE COMPANY	56163	06/30/2021		081121ap	1,197.00
Invoice: 56163						PHOTOELECTRIC SENSORS - FIRE STATION #701			
					1,197.00 10003172 520512	Building Repairs			
								CHECK 137238 TOTAL:	1,197.00
137239	08/11/2021	PRTD	5971	STANLEY CONSULTANTS, INC.	0232738	06/30/2021	22101118	081121ap	15,118.63
Invoice: 0232738						TO #10 2nd St & CENTRE SEWER LINE			
					15,118.63 40011113 543135	Sewer Line 2nd St-Centre Rehab			
								CHECK 137239 TOTAL:	15,118.63
137240	08/11/2021	PRTD	1146	THE W.W. WILLIAMS COMPANY LLC	01450410P	06/21/2021	22101358	081121ap	132,107.03
Invoice: 01450410P						Quote 444907 Solar Sign Trailer and Accessories			
					132,107.03 10001108 549999	Completed Capital			

CHECK 137240 TOTAL: 132,107.03

NUMBER OF CHECKS 10 *** CASH ACCOUNT TOTAL *** 5,981,491.65

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	10	5,981,491.65

*** GRAND TOTAL *** 5,981,491.65

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022 2 340									
APP 1000-201000					Accounts Payable			133,331.03	
08/11/2021	081121ap	ap0811			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				5,981,491.65
08/11/2021	081121ap	ap0811			AP CASH DISBURSEMENTS JOURNAL				
APP 4001-201000					Accounts Payable			28,808.70	
08/11/2021	081121ap	ap0811			AP CASH DISBURSEMENTS JOURNAL				
APP 4010-201000					Accounts Payable			11,760.00	
08/11/2021	081121ap	ap0811			AP CASH DISBURSEMENTS JOURNAL				
APP 5021-201000					Accounts Payable			13,055.00	
08/11/2021	081121ap	ap0811			AP CASH DISBURSEMENTS JOURNAL				
APP 4000-201000					Accounts Payable			5,794,536.92	
08/11/2021	081121ap	ap0811			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			5,981,491.65	5,981,491.65
APP 9999-201010					DT DF			5,981,491.65	
08/11/2021	081121ap	ap0811							
APP 1000-101010					Pooled Cash Equity				133,331.03
08/11/2021	081121ap	ap0811							
APP 4001-101010					Pooled Cash Equity				28,808.70
08/11/2021	081121ap	ap0811							
APP 4010-101010					Pooled Cash Equity				11,760.00
08/11/2021	081121ap	ap0811							
APP 5021-101010					Pooled Cash Equity				13,055.00
08/11/2021	081121ap	ap0811							
APP 4000-101010					Pooled Cash Equity				5,794,536.92
08/11/2021	081121ap	ap0811							
					SYSTEM GENERATED ENTRIES TOTAL			5,981,491.65	5,981,491.65
					JOURNAL 2022/02/340 TOTAL			11,962,983.30	11,962,983.30

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
1000 General Fund	2022	2	340	08/11/2021			
1000-101010				Pooled Cash Equity			133,331.03
1000-201000				Accounts Payable		133,331.03	
					FUND TOTAL	133,331.03	133,331.03
4000 Water Utility Fund	2022	2	340	08/11/2021			
4000-101010				Pooled Cash Equity			5,794,536.92
4000-201000				Accounts Payable		5,794,536.92	
					FUND TOTAL	5,794,536.92	5,794,536.92
4001 Wastewater Fund	2022	2	340	08/11/2021			
4001-101010				Pooled Cash Equity			28,808.70
4001-201000				Accounts Payable		28,808.70	
					FUND TOTAL	28,808.70	28,808.70
4010 Airport Fund	2022	2	340	08/11/2021			
4010-101010				Pooled Cash Equity			11,760.00
4010-201000				Accounts Payable		11,760.00	
					FUND TOTAL	11,760.00	11,760.00
5021 CIP General	2022	2	340	08/11/2021			
5021-101010				Pooled Cash Equity			13,055.00
5021-201000				Accounts Payable		13,055.00	
					FUND TOTAL	13,055.00	13,055.00
9999 Pooled Cash	2022	2	340	08/11/2021			
9999-104000				Cash in Bank - Checking			5,981,491.65
9999-201010				DT DF		5,981,491.65	
					FUND TOTAL	5,981,491.65	5,981,491.65

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
1000 General Fund		133,331.03
4000 Water Utility Fund		5,794,536.92
4001 Wastewater Fund		28,808.70
4010 Airport Fund		11,760.00
5021 CIP General		13,055.00
9999 Pooled Cash	5,981,491.65	
TOTAL	5,981,491.65	5,981,491.65

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
137241	08/11/2021	PRTD	6456	3 MINUTE BUCKEYE LLC	June2021BPD	06/30/2021	22100584	81121ap	2,190.77
Invoice: June2021BPD						OPEN PO - Vehicle Washes			
				2,190.77	10002121 521508	Automotive Expenses			
				3 MINUTE BUCKEYE LLC	May2021PD	05/31/2021	22100584	81121ap	2,147.77
Invoice: May2021PD						OPEN PO - Vehicle Washes			
				2,147.77	10002121 521508	Automotive Expenses			
						CHECK 137241 TOTAL:			4,338.54
137242	08/11/2021	PRTD	1116	ARIZONA ELEVATOR SOLUTIONS, INC.	48414	06/30/2021		81121ap	721.93
Invoice: 48414						JUNE 2021 PREVENTATIVE ELEVATOR MAINT.			
				721.93	10003174 520512	Building Repairs			
						CHECK 137242 TOTAL:			721.93
137243	08/11/2021	PRTD	6019	DC GROUP, INC.	FS21-11282	03/12/2021		81121ap	988.38
Invoice: FS21-11282						Maintenance Service			
				988.38	10002121 520525	Hardware Maintenance			
						CHECK 137243 TOTAL:			988.38
137244	08/11/2021	PRTD	1504	HEALTHCARE MEDICAL WASTE SERVICES	R3359193	05/19/2021		81121ap	60.63
Invoice: R3359193						Open PO for Medical Disposal			
				60.63	10002121 520005	Crime Scene Clean-Up			
						CHECK 137244 TOTAL:			60.63
137245	08/11/2021	PRTD	5018	METRO FIRE EQUIPMENT INC	IN00328073	06/30/2021	22100498	81121ap	666.80
Invoice: IN00328073						FIRE SYSTEMS REPAIRS/MAINTENAN			
				666.80	10003172 520512	Building Repairs			
						CHECK 137245 TOTAL:			666.80
137246	08/11/2021	PRTD	6791	MGC CONTRACTORS, INC	Pay App 2	06/30/2021		81121ap	542,760.65
Invoice: Pay App 2						Hopeville Airport Waterline Project			
				542,760.65	40001113 543042	Waterline at Airport			
						CHECK 137246 TOTAL:			542,760.65
137247	08/11/2021	PRTD	3024	PBC PHOENIX INC	512604	04/30/2021	22100174	81121ap	446.50
Invoice: 512604						FY 20/21 - CITYWIDE CUSTODIAL			
				446.50	10003172 520019	Custodial Contract			
				PBC PHOENIX INC	515455	05/31/2021	22100174	81121ap	3,731.05
Invoice: 515455						FY 20/21 - CITYWIDE CUSTODIAL			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
				INVOICE DTL DESC					
				3,731.05 10003172 520019 Custodial Contract					
								CHECK 137247 TOTAL:	4,177.55
137248	08/11/2021	PRTD	1977	SYMBOLARTS LLC	0376792-IN	05/12/2021	22100838	81121ap	5,157.08
	Invoice: 0376792-IN				Uniform Badges				
				5,157.08 10002121 521922 Uniforms					
								CHECK 137248 TOTAL:	5,157.08
137249	08/11/2021	PRTD	6012	WOOD ENVIRONMENT & INFRASTRUCTURE	S53506344	06/30/2021		81121ap	14,480.00
	Invoice: S53506344				TO #9 SBR 1 & 2 Final Invoice				
				14,480.00 40011113 543050 SWRF Improvements					
								CHECK 137249 TOTAL:	14,480.00
				NUMBER OF CHECKS 9				*** CASH ACCOUNT TOTAL ***	573,351.56

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	9	573,351.56

*** GRAND TOTAL *** 573,351.56

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022 2 380									
APP 1000-201000					Accounts Payable			16,110.91	
08/11/2021	81121ap	ap8112			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				573,351.56
08/11/2021	81121ap	ap8112			AP CASH DISBURSEMENTS JOURNAL				
APP 4000-201000					Accounts Payable			542,760.65	
08/11/2021	81121ap	ap8112			AP CASH DISBURSEMENTS JOURNAL				
APP 4001-201000					Accounts Payable			14,480.00	
08/11/2021	81121ap	ap8112			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			573,351.56	573,351.56
APP 9999-201010					DT DF			573,351.56	
08/11/2021	81121ap	ap8112							
APP 1000-101010					Pooled Cash Equity				16,110.91
08/11/2021	81121ap	ap8112							
APP 4000-101010					Pooled Cash Equity				542,760.65
08/11/2021	81121ap	ap8112							
APP 4001-101010					Pooled Cash Equity				14,480.00
08/11/2021	81121ap	ap8112							
					SYSTEM GENERATED ENTRIES TOTAL			573,351.56	573,351.56
					JOURNAL 2022/02/380 TOTAL			1,146,703.12	1,146,703.12

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
1000 General Fund	2022	2	380	08/11/2021			
1000-101010				Pooled Cash Equity			16,110.91
1000-201000				Accounts Payable		16,110.91	
					FUND TOTAL	16,110.91	16,110.91
4000 Water Utility Fund	2022	2	380	08/11/2021			
4000-101010				Pooled Cash Equity			542,760.65
4000-201000				Accounts Payable		542,760.65	
					FUND TOTAL	542,760.65	542,760.65
4001 Wastewater Fund	2022	2	380	08/11/2021			
4001-101010				Pooled Cash Equity			14,480.00
4001-201000				Accounts Payable		14,480.00	
					FUND TOTAL	14,480.00	14,480.00
9999 Pooled Cash	2022	2	380	08/11/2021			
9999-104000				Cash in Bank - Checking			573,351.56
9999-201010				DT DF		573,351.56	
					FUND TOTAL	573,351.56	573,351.56

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
1000 General Fund		16,110.91
4000 Water Utility Fund		542,760.65
4001 Wastewater Fund		14,480.00
9999 Pooled Cash	573,351.56	
TOTAL	573,351.56	573,351.56

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
136929	07/20/2021	PRTD	999995	Meghan Angle	Parcel 510-11-880	06/30/2021		072021cf	192.67
	Invoice: Parcel 510-11-880				Overpaid Payoff				
					192.67 70937705 484759 Principal & Interest				
							CHECK	136929 TOTAL:	192.67

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 192.67

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	192.67

*** GRAND TOTAL *** 192.67

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022 1 605									
APP 7093-201000					Accounts Payable			192.67	
07/20/2021	072021cf	cfd072			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				192.67
07/20/2021	072021cf	cfd072			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			192.67	192.67
APP 9999-201010					DT DF			192.67	
07/20/2021	072021cf	cfd072							
APP 7093-101010					Pooled Cash Equity				192.67
07/20/2021	072021cf	cfd072							
					SYSTEM GENERATED ENTRIES TOTAL			192.67	192.67
					JOURNAL 2022/01/605 TOTAL			385.34	385.34

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
7093 Fest Ranch #2/3 CFD 2007 Debt	2022	1	605	07/20/2021			
7093-101010				Pooled Cash Equity			192.67
7093-201000				Accounts Payable		192.67	
					FUND TOTAL	192.67	192.67
9999 Pooled Cash	2022	1	605	07/20/2021			
9999-104000				Cash in Bank - Checking			192.67
9999-201010				DT DF		192.67	
					FUND TOTAL	192.67	192.67

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
7093 Fest Ranch #2/3 CFD 2007 Debt		192.67
9999 Pooled Cash	192.67	
TOTAL	192.67	192.67

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
137146	08/05/2021	PRTD	5114	EPS GROUP, INC. ENGINEERS, PLANNE	19-1323-7	06/30/2021		080521cf	280.00
Invoice: 19-1323-7					280.00 80107707 520006	Watson Rd CFD Assess. No. 4 Modification Engineering Services			
								CHECK 137146 TOTAL:	280.00
137147	08/05/2021	PRTD	5114	EPS GROUP, INC. ENGINEERS, PLANNE	15-152-65	06/30/2021		080521cf	1,305.00
Invoice: 15-152-65					1,305.00 80067705 520006	Festival Ranch CFD Tech Support Services Engineering Services			
								CHECK 137147 TOTAL:	1,305.00
137148	08/05/2021	PRTD	1489	GUST ROSENFELD P.L.C.	376743	06/30/2021		080521cf	707.00
Invoice: 376743					707.00 80107707 520001	Festival Ranch CFD Legal Services			
				GUST ROSENFELD P.L.C.	376741	06/30/2021		080521cf	686.00
Invoice: 376741					686.00 80077706 520037	Tartesso West CFD Professional Services General			
				GUST ROSENFELD P.L.C.	376740	06/30/2021		080521cf	581.00
Invoice: 376740					581.00 80057704 520001	Westpark CFD Legal Services			
				GUST ROSENFELD P.L.C.	376744	06/30/2021		080521cf	829.00
Invoice: 376744					829.00 80027703 520001	Verrado Western Overlay CFD (Ref. DMB 10019) Legal Services			
				GUST ROSENFELD P.L.C.	376737	06/30/2021		080521cf	581.00
Invoice: 376737					581.00 80007701 520001	Sundance CFD Legal Services			
				GUST ROSENFELD P.L.C.	376721	06/30/2021		080521cf	581.00
Invoice: 376721					581.00 80107707 520001	Watson Road CFD Legal Services			
				GUST ROSENFELD P.L.C.	376738	06/30/2021		080521cf	644.00
Invoice: 376738					644.00 80017702 520001	Verrado District 1 CFD Legal Services			
								CHECK 137148 TOTAL:	4,609.00

NUMBER OF CHECKS 3 *** CASH ACCOUNT TOTAL *** 6,194.00

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	3	6,194.00

*** GRAND TOTAL *** 6,194.00

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022	2	169									
APP	8010-201000						Accounts Payable			1,568.00	
		08/05/2021	080521cf	cfd080			AP CASH DISBURSEMENTS JOURNAL				
APP	9999-104000						Cash in Bank - Checking				6,194.00
		08/05/2021	080521cf	cfd080			AP CASH DISBURSEMENTS JOURNAL				
APP	8006-201000						Accounts Payable			1,305.00	
		08/05/2021	080521cf	cfd080			AP CASH DISBURSEMENTS JOURNAL				
APP	8007-201000						Accounts Payable			686.00	
		08/05/2021	080521cf	cfd080			AP CASH DISBURSEMENTS JOURNAL				
APP	8005-201000						Accounts Payable			581.00	
		08/05/2021	080521cf	cfd080			AP CASH DISBURSEMENTS JOURNAL				
APP	8002-201000						Accounts Payable			829.00	
		08/05/2021	080521cf	cfd080			AP CASH DISBURSEMENTS JOURNAL				
APP	8000-201000						Accounts Payable			581.00	
		08/05/2021	080521cf	cfd080			AP CASH DISBURSEMENTS JOURNAL				
APP	8001-201000						Accounts Payable			644.00	
		08/05/2021	080521cf	cfd080			AP CASH DISBURSEMENTS JOURNAL				
							GENERAL LEDGER TOTAL			6,194.00	6,194.00
APP	9999-201010						DT DF			6,194.00	
		08/05/2021	080521cf	cfd080							
APP	8010-101010						Pooled Cash Equity				1,568.00
		08/05/2021	080521cf	cfd080							
APP	8006-101010						Pooled Cash Equity				1,305.00
		08/05/2021	080521cf	cfd080							
APP	8007-101010						Pooled Cash Equity				686.00
		08/05/2021	080521cf	cfd080							
APP	8005-101010						Pooled Cash Equity				581.00
		08/05/2021	080521cf	cfd080							
APP	8002-101010						Pooled Cash Equity				829.00
		08/05/2021	080521cf	cfd080							
APP	8000-101010						Pooled Cash Equity				581.00
		08/05/2021	080521cf	cfd080							
APP	8001-101010						Pooled Cash Equity				644.00
		08/05/2021	080521cf	cfd080							
							SYSTEM GENERATED ENTRIES TOTAL			6,194.00	6,194.00
							JOURNAL 2022/02/169 TOTAL			12,388.00	12,388.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
8000 Sundance CFD O&M	2022	2	169	08/05/2021			
8000-101010				Pooled Cash Equity			581.00
8000-201000				Accounts Payable		581.00	
					FUND TOTAL	581.00	581.00
8001 Verrado Dist 1 CFD O&M	2022	2	169	08/05/2021			
8001-101010				Pooled Cash Equity			644.00
8001-201000				Accounts Payable		644.00	
					FUND TOTAL	644.00	644.00
8002 Verrado WO CFD O&M	2022	2	169	08/05/2021			
8002-101010				Pooled Cash Equity			829.00
8002-201000				Accounts Payable		829.00	
					FUND TOTAL	829.00	829.00
8005 Westpark CFD O&M	2022	2	169	08/05/2021			
8005-101010				Pooled Cash Equity			581.00
8005-201000				Accounts Payable		581.00	
					FUND TOTAL	581.00	581.00
8006 Fest Ranch CFD O&M	2022	2	169	08/05/2021			
8006-101010				Pooled Cash Equity			1,305.00
8006-201000				Accounts Payable		1,305.00	
					FUND TOTAL	1,305.00	1,305.00
8007 Tartesso West CFD O&M	2022	2	169	08/05/2021			
8007-101010				Pooled Cash Equity			686.00
8007-201000				Accounts Payable		686.00	
					FUND TOTAL	686.00	686.00
8010 Watson Rd CFD O&M	2022	2	169	08/05/2021			
8010-101010				Pooled Cash Equity			1,568.00
8010-201000				Accounts Payable		1,568.00	
					FUND TOTAL	1,568.00	1,568.00
9999 Pooled Cash	2022	2	169	08/05/2021			
9999-104000				Cash in Bank - Checking			6,194.00
9999-201010				DT DF		6,194.00	
					FUND TOTAL	6,194.00	6,194.00

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
8000	Sundance CFD O&M		581.00
8001	Verrado Dist 1 CFD O&M		644.00
8002	Verrado WO CFD O&M		829.00
8005	Westpark CFD O&M		581.00
8006	Fest Ranch CFD O&M		1,305.00
8007	Tartesso West CFD O&M		686.00
8010	Watson Rd CFD O&M		1,568.00
9999	Pooled Cash	6,194.00	
	TOTAL	6,194.00	6,194.00

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
136835	07/14/2021	PRTD	1064	AFLAC	209922	06/30/2021		071421r	5,522.32
Invoice: 209922						supplemental insurance			
				5,522.32 1030 216700		AFLAC			
						CHECK	136835	TOTAL:	5,522.32
136836	07/14/2021	PRTD	1137	ARIZONA WATER COMPANY	June 20211	06/30/2021		071421r	642.63
Invoice: June 20211						water - sewer -park n ride			
				642.63 10001110 526018		Water/Wastewater - Utility			
						CHECK	136836	TOTAL:	642.63
136837	07/14/2021	PRTD	6620	AT&T MOBILITY	18129343	06/30/2021		071421r	522.84
Invoice: 18129343						Foundation acct#BES57755295			
				402.12 10002121 526025		Telephone			
				40.24 40003210 526025		Telephone			
				80.48 10002140 526025		Telephone			
						CHECK	136837	TOTAL:	522.84
136838	07/14/2021	PRTD	6048	CENTURYLINK COMMUNICATIONS, LLC	234377672	06/30/2021		071421r	12.96
Invoice: 234377672						acct# 77579877			
				12.96 10001189 520032		Telecom Services			
						CHECK	136838	TOTAL:	12.96
136839	07/14/2021	PRTD	1318	COLONIAL SUPPLEMENTAL INS.	8598559-0612108	06/30/2021		071421r	1,137.06
Invoice: 8598559-0612108						insurance			
				1,137.06 1030 216800		Colonial Insurance			
						CHECK	136839	TOTAL:	1,137.06
136840	07/14/2021	PRTD	6434	FLEXIBLE BENEFIT ADMINISTRATORS,	June 2021	06/30/2021		071421r	687.00
Invoice: June 2021						Employee Flex Beneift			
				687.00 10001115 520037		Professional Services General			
						CHECK	136840	TOTAL:	687.00
136841	07/14/2021	PRTD	1612	LIBERTY MUTUAL INSURANCE GROUP	464321	06/30/2021		071421r	4,456.78
Invoice: 464321						insurance			
				4,456.78 1030 216170		Liberty Home & Auto Ins			
						CHECK	136841	TOTAL:	4,456.78

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
136842	07/14/2021	PRTD	1625	LOWE'S COMPANIES, INC	06252021	06/30/2021	071421r		12,726.31
Invoice: 06252021					misc supplies city jobs				
					165.03 10001189 521520	Small Tools<$5,000			
					476.93 10001192 522155	Operational Supplies			
					2,729.87 10002140 522155	Operational Supplies			
					173.70 10002140 522156	Academy Training & Supplies			
					769.22 50012140 522155	Operational Supplies			
					2,132.96 10003172 521520	Small Tools<$5,000			
					68.67 10003172 520600	Swimming Pool R & M			
					208.27 10003172 520512	Building Repairs			
					1,393.55 10003172 521720	Shop Supplies			
					243.90 10003176 520512	Building Repairs			
					68.48 10004155 522155	Operational Supplies			
					627.04 38103202 521520	Small Tools<$5,000			
					301.40 38103202 521715	Signs & Markings			
					844.55 38103202 521720	Shop Supplies			
					1,536.58 38103202 520602	Traffic Signal R&M			
					49.75 38103202 520503	Street Lighting O & M			
					11.09 40003212 520506	Repair and Replace			
					75.79 40003213 521520	Small Tools<$5,000			
					195.60 40003213 520506	Repair and Replace			
					124.15 40003213 520585	Treatment Plant O&M			
					119.88 40003215 520577	Reservoir/Booster Maint/Repair			
					25.95 40003231 521520	Small Tools<$5,000			
					134.81 40013231 521520	Small Tools<$5,000			
					249.14 40013231 521523	Equipment <$5,000			
						CHECK	136842 TOTAL:		12,726.31
136843	07/14/2021	PRTD	1520	MW FAMILY HOLDINGS LLC	063021	06/30/2021	071421r		3,096.54
Invoice: 063021					misc supplies for city jobs				
					40.70 10003171 522155	Operational Supplies			
					720.35 10003172 520512	Building Repairs			
					1,207.15 10003172 521520	Small Tools<$5,000			
					215.81 10003172 521720	Shop Supplies			
					24.23 10003172 520600	Swimming Pool R & M			
					7.69 10003174 520512	Building Repairs			
					9.59 10004155 520586	Irrigation Systems Parts/Mater			
					122.32 10004155 522155	Operational Supplies			
					56.96 38103202 520502	Street Overlay R & M			
					10.46 38103202 521726	Sweeper Parts			
					39.47 38103202 521715	Signs & Markings			
					91.04 38103202 521520	Small Tools<$5,000			
					148.54 40003211 520586	Irrigation Systems Parts/Mater			
					22.02 40003213 520585	Treatment Plant O&M			
					207.79 40003350 521514	Water Distrib System R&M			
					64.69 40013223 520543	WW R&M			
					19.28 40013221 520540	Wastewater Plant R & M			
					8.62 40013224 520543	WW R&M			
					79.83 40013231 521512	Parts/Materials			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
							CHECK	136843 TOTAL:	3,096.54
136844	07/14/2021	PRTD	5433	LEGALSHIELD	49588 June 2021	06/30/2021		071421r	557.10
	Invoice: 49588 June 2021				LegalShield				
					557.10 1030 216300 Pre-paid Legal				
							CHECK	136844 TOTAL:	557.10
136845	07/14/2021	PRTD	5974	SENERGY PETROLEUM, LLC	44973 JUNE2021	06/30/2021		071421r	8,780.13
	Invoice: 44973 JUNE2021				fuel police/fire #44973				
					2,170.15 10002140 522507 Vehicle Fuel				
					5,294.75 10002121 522507 Vehicle Fuel				
					1,315.23 10003171 522507 Vehicle Fuel				
				SENERGY PETROLEUM, LLC	44971 JUNE2021	06/30/2021		071421r	9,980.11
	Invoice: 44971 JUNE2021				fuel misc dept #44971				
					2,079.16 10002140 522507 Vehicle Fuel				
					7,704.07 10002121 522507 Vehicle Fuel				
					196.88 50012140 522507 Vehicle Fuel				
				SENERGY PETROLEUM, LLC	44974 JUNE2021	06/30/2021		071421r	3,132.17
	Invoice: 44974 JUNE2021				fuel #44974				
					423.78 10002140 522507 Vehicle Fuel				
					2,192.89 10002121 522507 Vehicle Fuel				
					454.00 10003171 522507 Vehicle Fuel				
					61.50 40003210 522507 Vehicle Fuel				
				SENERGY PETROLEUM, LLC	44972 JUNE2021	06/30/2021		071421r	38,239.94
	Invoice: 44972 JUNE2021				fuel #44972				
					234.32 10001189 522507 Vehicle Fuel				
					12,679.27 10002121 522507 Vehicle Fuel				
					1,312.44 10002140 522507 Vehicle Fuel				
					89.19 10003170 522507 Vehicle Fuel				
					791.96 10003171 522507 Vehicle Fuel				
					932.42 10003172 522507 Vehicle Fuel				
					1,454.67 10005180 522507 Vehicle Fuel				
					1,550.65 10005185 522507 Vehicle Fuel				
					735.53 40053205 522507 Vehicle Fuel				
					6,253.39 38103202 522507 Vehicle Fuel				
					7,241.71 40003210 522507 Vehicle Fuel				
					91.47 10004150 522507 Vehicle Fuel				
					99.63 10004151 522507 Vehicle Fuel				
					1,676.36 10004155 522507 Vehicle Fuel				
					686.68 35754150 522507 Vehicle Fuel				
					149.21 35794150 522507 Vehicle Fuel				
					1,666.98 40013220 522507 Vehicle Fuel				
					44.87 50063205 522507 Vehicle Fuel				
					21.28 50012140 522507 Vehicle Fuel				
					159.93 10004160 522507 Vehicle Fuel				

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
					207.99 40103200 522507 Vehicle Fuel				
					47.01 10001102 522507 Vehicle Fuel				
					112.98 10001112 522507 Vehicle Fuel				
				SENERGY PETROLEUM, LLC	44976 JUNE 2021	06/30/2021		071421r	3,904.12
				Invoice: 44976 JUNE 2021	fuel #44976 FS705				
					2,819.82 10002121 522507 Vehicle Fuel				
					1,084.30 10002140 522507 Vehicle Fuel				
							CHECK	136845 TOTAL:	64,036.47
136846	07/14/2021	PRTD	6069	UNITED PET CARE, LLC	20218224	06/30/2021		071421r	660.82
				Invoice: 20218224	employees pet care ins.				
					660.82 1030 216450 United Pet Care				
							CHECK	136846 TOTAL:	660.82
					NUMBER OF CHECKS 12		*** CASH ACCOUNT TOTAL ***		94,058.83

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	12	94,058.83

*** GRAND TOTAL *** 94,058.83

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022 1 338									
APP 1030-201000					Accounts Payable			12,334.08	
07/14/2021	071421r	r07142			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				94,058.83
07/14/2021	071421r	r07142			AP CASH DISBURSEMENTS JOURNAL				
APP 1000-201000					Accounts Payable			58,604.84	
07/14/2021	071421r	r07142			AP CASH DISBURSEMENTS JOURNAL				
APP 4000-201000					Accounts Payable			8,274.26	
07/14/2021	071421r	r07142			AP CASH DISBURSEMENTS JOURNAL				
APP 5001-201000					Accounts Payable			987.38	
07/14/2021	071421r	r07142			AP CASH DISBURSEMENTS JOURNAL				
APP 3810-201000					Accounts Payable			9,810.64	
07/14/2021	071421r	r07142			AP CASH DISBURSEMENTS JOURNAL				
APP 4001-201000					Accounts Payable			2,223.35	
07/14/2021	071421r	r07142			AP CASH DISBURSEMENTS JOURNAL				
APP 4005-201000					Accounts Payable			735.53	
07/14/2021	071421r	r07142			AP CASH DISBURSEMENTS JOURNAL				
APP 3575-201000					Accounts Payable			686.68	
07/14/2021	071421r	r07142			AP CASH DISBURSEMENTS JOURNAL				
APP 3579-201000					Accounts Payable			149.21	
07/14/2021	071421r	r07142			AP CASH DISBURSEMENTS JOURNAL				
APP 5006-201000					Accounts Payable			44.87	
07/14/2021	071421r	r07142			AP CASH DISBURSEMENTS JOURNAL				
APP 4010-201000					Accounts Payable			207.99	
07/14/2021	071421r	r07142			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			94,058.83	94,058.83
APP 9999-201010					DT DF			94,058.83	
07/14/2021	071421r	r07142							
APP 1030-101010					Pooled Cash Equity				12,334.08
07/14/2021	071421r	r07142							
APP 1000-101010					Pooled Cash Equity				58,604.84
07/14/2021	071421r	r07142							
APP 4000-101010					Pooled Cash Equity				8,274.26
07/14/2021	071421r	r07142							
APP 5001-101010					Pooled Cash Equity				987.38
07/14/2021	071421r	r07142							
APP 3810-101010					Pooled Cash Equity				9,810.64
07/14/2021	071421r	r07142							
APP 4001-101010					Pooled Cash Equity				2,223.35
07/14/2021	071421r	r07142							
APP 4005-101010					Pooled Cash Equity				735.53
07/14/2021	071421r	r07142							
APP 3575-101010					Pooled Cash Equity				686.68
07/14/2021	071421r	r07142							
APP 3579-101010					Pooled Cash Equity				149.21

JOURNAL ENTRIES TO BE CREATED

YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
	07/14/2021	071421r	r07142							
APP 5006-101010						Pooled Cash Equity				44.87
	07/14/2021	071421r	r07142							
APP 4010-101010						Pooled Cash Equity				207.99
	07/14/2021	071421r	r07142							
						SYSTEM GENERATED ENTRIES TOTAL			94,058.83	94,058.83
						JOURNAL 2022/01/338 TOTAL			188,117.66	188,117.66

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
1000 General Fund	2022	1	338	07/14/2021			
1000-101010				Pooled Cash Equity			58,604.84
1000-201000				Accounts Payable		58,604.84	
					FUND TOTAL	58,604.84	58,604.84
1030 Payroll Fund	2022	1	338	07/14/2021			
1030-101010				Pooled Cash Equity			12,334.08
1030-201000				Accounts Payable		12,334.08	
					FUND TOTAL	12,334.08	12,334.08
3575 Area Agency on Aging	2022	1	338	07/14/2021			
3575-101010				Pooled Cash Equity			686.68
3575-201000				Accounts Payable		686.68	
					FUND TOTAL	686.68	686.68
3579 Arizona Lottery Fund	2022	1	338	07/14/2021			
3579-101010				Pooled Cash Equity			149.21
3579-201000				Accounts Payable		149.21	
					FUND TOTAL	149.21	149.21
3810 Highway User Revenue Fund	2022	1	338	07/14/2021			
3810-101010				Pooled Cash Equity			9,810.64
3810-201000				Accounts Payable		9,810.64	
					FUND TOTAL	9,810.64	9,810.64
4000 Water Utility Fund	2022	1	338	07/14/2021			
4000-101010				Pooled Cash Equity			8,274.26
4000-201000				Accounts Payable		8,274.26	
					FUND TOTAL	8,274.26	8,274.26
4001 Wastewater Fund	2022	1	338	07/14/2021			
4001-101010				Pooled Cash Equity			2,223.35
4001-201000				Accounts Payable		2,223.35	
					FUND TOTAL	2,223.35	2,223.35
4005 Environmental Services	2022	1	338	07/14/2021			
4005-101010				Pooled Cash Equity			735.53
4005-201000				Accounts Payable		735.53	
					FUND TOTAL	735.53	735.53
4010 Airport Fund	2022	1	338	07/14/2021			

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
4010-101010				Pooled Cash Equity			207.99
4010-201000				Accounts Payable		207.99	
					FUND TOTAL	207.99	207.99
5001 Cemetery Improvement Fund	2022	1	338	07/14/2021			
5001-101010				Pooled Cash Equity			987.38
5001-201000				Accounts Payable		987.38	
					FUND TOTAL	987.38	987.38
5006 Stormwater Quality Fund	2022	1	338	07/14/2021			
5006-101010				Pooled Cash Equity			44.87
5006-201000				Accounts Payable		44.87	
					FUND TOTAL	44.87	44.87
9999 Pooled Cash	2022	1	338	07/14/2021			
9999-104000				Cash in Bank - Checking			94,058.83
9999-201010				DT DF		94,058.83	
					FUND TOTAL	94,058.83	94,058.83

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
1000	General Fund		58,604.84
1030	Payroll Fund		12,334.08
3575	Area Agency on Aging		686.68
3579	Arizona Lottery Fund		149.21
3810	Highway User Revenue Fund		9,810.64
4000	Water Utility Fund		8,274.26
4001	Wastewater Fund		2,223.35
4005	Environmental Services		735.53
4010	Airport Fund		207.99
5001	Cemetery Improvement Fund		987.38
5006	Stormwater Quality Fund		44.87
9999	Pooled Cash	94,058.83	
	TOTAL	94,058.83	94,058.83

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
137072	07/27/2021	PRTD	1177	ARIZONA PUBLIC SERVICE	July 2021	06/30/2021		072721r	38,506.21
Invoice: July 2021						acct 9189451000			
					38,506.21 38103202 521700	Street Lighting Base Charges			
				ARIZONA PUBLIC SERVICE	07072021	06/30/2021		072721r	259,942.02
Invoice: 07072021						electric for city			
					24,552.91 10001110 526010	Electric - Utility			
					873.49 10002121 526019	RWC Utilities			
					6,821.99 38103202 521700	Street Lighting Base Charges			
					2,068.05 35754150 523017	Space			
					346.31 10003176 526010	Electric - Utility			
					1,199.59 40103200 526010	Electric - Utility			
					2,370.83 40003210 526010	Electric - Utility			
					3,872.28 40003212 526010	Electric - Utility			
					31,374.80 40003213 526010	Electric - Utility			
					19,203.44 40003214 526010	Electric - Utility			
					27,541.03 40003215 526010	Electric - Utility			
					21,414.08 40003216 526010	Electric - Utility			
					2,672.06 40003217 526010	Electric - Utility			
					29,217.37 40003218 526010	Electric - Utility			
					1,151.53 40003301 526010	Electric - Utility			
					19,977.67 40013221 526010	Electric - Utility			
					21,842.46 40013222 526010	Electric - Utility			
					13,427.56 40013223 526010	Electric - Utility			
					11,162.21 40013224 526010	Electric - Utility			
					3,016.88 40013225 526010	Electric - Utility			
					1,774.60 40003219 526010	Electric - Utility			
					341.79 40003351 526010	Electric - Utility			
					11,799.77 10003174 526010	Electric - Utility			
					1,919.32 10003177 526010	Electric - Utility			
						CHECK	137072 TOTAL:		298,448.23
137073	07/27/2021	PRTD	1589	KRONOS INCORPORATED	11788726	06/30/2021		072721r	54.25
Invoice: 11788726						TELESTAFF FIRE SERVICE 341			
					54.25 10001189 520032	Telecom Services			
				KRONOS INCORPORATED	11788725	06/30/2021		072721r	25.13
Invoice: 11788725						TELESTAFF POLICE SERVICE 343			
					25.13 10001189 520032	Telecom Services			
						CHECK	137073 TOTAL:		79.38
137074	07/27/2021	PRTD	6887	O&G CONSTRUCTION LLC	6513	06/09/2021	22101362	072721r	14,796.00
Invoice: 6513						Heritage Park Gate			
					14,796.00 10004155 549999	Completed Capital			
						CHECK	137074 TOTAL:		14,796.00

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
137075	07/27/2021	PRTD	5498	PFM ASSET MANAGEMENT LLC	SMA-M0621-24848	06/30/2021		072721r	6,240.54
	Invoice: SMA-M0621-24848				investment advisory services				
					6,240.54 10001110 523032 Investment Fees				
								CHECK 137075 TOTAL:	6,240.54
						NUMBER OF CHECKS 4		*** CASH ACCOUNT TOTAL ***	319,564.15

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	4	319,564.15

*** GRAND TOTAL *** 319,564.15

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022 1 959									
APP 3810-201000					Accounts Payable			45,328.20	
07/27/2021	072721r	r07272			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				319,564.15
07/27/2021	072721r	r07272			AP CASH DISBURSEMENTS JOURNAL				
APP 1000-201000					Accounts Payable			60,607.72	
07/27/2021	072721r	r07272			AP CASH DISBURSEMENTS JOURNAL				
APP 3575-201000					Accounts Payable			2,068.05	
07/27/2021	072721r	r07272			AP CASH DISBURSEMENTS JOURNAL				
APP 4010-201000					Accounts Payable			1,199.59	
07/27/2021	072721r	r07272			AP CASH DISBURSEMENTS JOURNAL				
APP 4000-201000					Accounts Payable			140,933.81	
07/27/2021	072721r	r07272			AP CASH DISBURSEMENTS JOURNAL				
APP 4001-201000					Accounts Payable			69,426.78	
07/27/2021	072721r	r07272			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER	TOTAL		319,564.15	319,564.15
APP 9999-201010					DT DF			319,564.15	
07/27/2021	072721r	r07272							
APP 3810-101010					Pooled Cash Equity				45,328.20
07/27/2021	072721r	r07272							
APP 1000-101010					Pooled Cash Equity				60,607.72
07/27/2021	072721r	r07272							
APP 3575-101010					Pooled Cash Equity				2,068.05
07/27/2021	072721r	r07272							
APP 4010-101010					Pooled Cash Equity				1,199.59
07/27/2021	072721r	r07272							
APP 4000-101010					Pooled Cash Equity				140,933.81
07/27/2021	072721r	r07272							
APP 4001-101010					Pooled Cash Equity				69,426.78
07/27/2021	072721r	r07272							
					SYSTEM GENERATED ENTRIES	TOTAL		319,564.15	319,564.15
					JOURNAL 2022/01/959	TOTAL		639,128.30	639,128.30

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
1000 General Fund	2022	1	959	07/27/2021			
1000-101010				Pooled Cash Equity			60,607.72
1000-201000				Accounts Payable		60,607.72	
					FUND TOTAL	60,607.72	60,607.72
3575 Area Agency on Aging	2022	1	959	07/27/2021			
3575-101010				Pooled Cash Equity			2,068.05
3575-201000				Accounts Payable		2,068.05	
					FUND TOTAL	2,068.05	2,068.05
3810 Highway User Revenue Fund	2022	1	959	07/27/2021			
3810-101010				Pooled Cash Equity			45,328.20
3810-201000				Accounts Payable		45,328.20	
					FUND TOTAL	45,328.20	45,328.20
4000 Water Utility Fund	2022	1	959	07/27/2021			
4000-101010				Pooled Cash Equity			140,933.81
4000-201000				Accounts Payable		140,933.81	
					FUND TOTAL	140,933.81	140,933.81
4001 Wastewater Fund	2022	1	959	07/27/2021			
4001-101010				Pooled Cash Equity			69,426.78
4001-201000				Accounts Payable		69,426.78	
					FUND TOTAL	69,426.78	69,426.78
4010 Airport Fund	2022	1	959	07/27/2021			
4010-101010				Pooled Cash Equity			1,199.59
4010-201000				Accounts Payable		1,199.59	
					FUND TOTAL	1,199.59	1,199.59
9999 Pooled Cash	2022	1	959	07/27/2021			
9999-104000				Cash in Bank - Checking			319,564.15
9999-201010				DT DF		319,564.15	
					FUND TOTAL	319,564.15	319,564.15

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
1000	General Fund		60,607.72
3575	Area Agency on Aging		2,068.05
3810	Highway User Revenue Fund		45,328.20
4000	Water Utility Fund		140,933.81
4001	Wastewater Fund		69,426.78
4010	Airport Fund		1,199.59
9999	Pooled Cash	319,564.15	
	TOTAL	319,564.15	319,564.15

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
137124	08/03/2021	PRTD	1174	AZ.MUN.WKS.COMP.POOL-AMWCP	April - June 2021	06/30/2021		080321r	239,101.00
Invoice: April - June 2021						WorkersComp			
				239,101.00 1030	218000	Worker's Comp Ins			
							CHECK	137124 TOTAL:	239,101.00
137125	08/03/2021	PRTD	1489	GUST ROSENFELD P.L.C.	376736	06/30/2021		080321r	89,921.38
Invoice: 376736						File : 006718-20017City Attny			
				89,587.75 10001110 520001		Legal Services			
				85.00 40103200 520001		Legal Services			
				248.63 40053205 520001		Legal Services			
				GUST ROSENFELD P.L.C.	376735	06/30/2021		080321r	529.13
Invoice: 376735						Sonoran Ridge Water System			
				529.13 40003210 520001		Legal Services			
				GUST ROSENFELD P.L.C.	376725	06/30/2021		080321r	69.70
Invoice: 376725						gen litigation matters #313			
				69.70 10001110 520001		Legal Services			
				GUST ROSENFELD P.L.C.	376726	06/30/2021		080321r	378.68
Invoice: 376726						Public Records Requests			
				378.68 10001110 520001		Legal Services			
				GUST ROSENFELD P.L.C.	376731	06/30/2021		080321r	317.48
Invoice: 376731						2007-SLID-010 Exp Desrt Moon			
				317.48 31503170 520028		Set-Up Fees for MID/SLID			
				GUST ROSENFELD P.L.C.	376728	06/30/2021		080321r	5,675.91
Invoice: 376728						Water Resources #383			
				5,675.91 40003210 520001		Legal Services			
				GUST ROSENFELD P.L.C.	376729	06/30/2021		080321r	211.65
Invoice: 376729						adv. Stein, Jon.CV2019-006142			
				211.65 10001110 520001		Legal Services			
							CHECK	137125 TOTAL:	97,103.93
137126	08/03/2021	PRTD	6394	SOMBRERO, LLC	June2021	06/30/2021		080321r	115.97
Invoice: June2021						City fuel and car washes			
				22.00 10005180 522507		Vehicle Fuel			
				69.97 10005185 521508		Automotive Expenses			
				8.00 10002121 521508		Automotive Expenses			
				16.00 40003210 521508		Automotive Expenses			
							CHECK	137126 TOTAL:	115.97

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
137127	08/03/2021	PRTD	5040	WELLS FARGO BANK	13404012	06/30/2021		080321r	3,211.57
Invoice: 13404012					Accnt# 24554301 Fee Invoice				
					3,211.57 10001110 523032 Investment Fees				
							CHECK	137127 TOTAL:	3,211.57
					NUMBER OF CHECKS 4		*** CASH ACCOUNT TOTAL ***		339,532.47

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	4	339,532.47

*** GRAND TOTAL *** 339,532.47

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022 2 89									
APP 1030-201000					Accounts Payable			239,101.00	
08/03/2021	080321r	r08032			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				339,532.47
08/03/2021	080321r	r08032			AP CASH DISBURSEMENTS JOURNAL				
APP 1000-201000					Accounts Payable			93,559.32	
08/03/2021	080321r	r08032			AP CASH DISBURSEMENTS JOURNAL				
APP 4010-201000					Accounts Payable			85.00	
08/03/2021	080321r	r08032			AP CASH DISBURSEMENTS JOURNAL				
APP 4005-201000					Accounts Payable			248.63	
08/03/2021	080321r	r08032			AP CASH DISBURSEMENTS JOURNAL				
APP 4000-201000					Accounts Payable			6,221.04	
08/03/2021	080321r	r08032			AP CASH DISBURSEMENTS JOURNAL				
APP 3150-201000					Accounts Payable			317.48	
08/03/2021	080321r	r08032			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			339,532.47	339,532.47
APP 9999-201010					DT DF			339,532.47	
08/03/2021	080321r	r08032							
APP 1030-101010					Pooled Cash Equity				239,101.00
08/03/2021	080321r	r08032							
APP 1000-101010					Pooled Cash Equity				93,559.32
08/03/2021	080321r	r08032							
APP 4010-101010					Pooled Cash Equity				85.00
08/03/2021	080321r	r08032							
APP 4005-101010					Pooled Cash Equity				248.63
08/03/2021	080321r	r08032							
APP 4000-101010					Pooled Cash Equity				6,221.04
08/03/2021	080321r	r08032							
APP 3150-101010					Pooled Cash Equity				317.48
08/03/2021	080321r	r08032							
					SYSTEM GENERATED ENTRIES TOTAL			339,532.47	339,532.47
					JOURNAL 2022/02/89 TOTAL			679,064.94	679,064.94

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
1000 General Fund	2022	2	89	08/03/2021			
1000-101010				Pooled Cash Equity			93,559.32
1000-201000				Accounts Payable		93,559.32	
					FUND TOTAL	93,559.32	93,559.32
1030 Payroll Fund	2022	2	89	08/03/2021			
1030-101010				Pooled Cash Equity			239,101.00
1030-201000				Accounts Payable		239,101.00	
					FUND TOTAL	239,101.00	239,101.00
3150 SLID Operations	2022	2	89	08/03/2021			
3150-101010				Pooled Cash Equity			317.48
3150-201000				Accounts Payable		317.48	
					FUND TOTAL	317.48	317.48
4000 Water Utility Fund	2022	2	89	08/03/2021			
4000-101010				Pooled Cash Equity			6,221.04
4000-201000				Accounts Payable		6,221.04	
					FUND TOTAL	6,221.04	6,221.04
4005 Environmental Services	2022	2	89	08/03/2021			
4005-101010				Pooled Cash Equity			248.63
4005-201000				Accounts Payable		248.63	
					FUND TOTAL	248.63	248.63
4010 Airport Fund	2022	2	89	08/03/2021			
4010-101010				Pooled Cash Equity			85.00
4010-201000				Accounts Payable		85.00	
					FUND TOTAL	85.00	85.00
9999 Pooled Cash	2022	2	89	08/03/2021			
9999-104000				Cash in Bank - Checking			339,532.47
9999-201010				DT DF		339,532.47	
					FUND TOTAL	339,532.47	339,532.47

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
1000 General Fund		93,559.32
1030 Payroll Fund		239,101.00
3150 SLID Operations		317.48
4000 Water Utility Fund		6,221.04
4005 Environmental Services		248.63
4010 Airport Fund		85.00
9999 Pooled Cash	339,532.47	
TOTAL	339,532.47	339,532.47

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
137219	08/11/2021	PRTD	5760	ARIZONA POWER AUTHORITY	OY2021-0741	08/10/2021		081121r	3,813.78
Invoice: OY2021-0741						power at sundance wrf			
					3,813.78 40013222 526010	Electric - Utility			
						CHECK	137219 TOTAL:		3,813.78
137220	08/11/2021	PRTD	6620	AT&T MOBILITY	18263902	08/10/2021		081121r	522.64
Invoice: 18263902						Foundation acct#BES57755295			
					401.92 10002121 526025	Telephone			
					40.24 40003210 526025	Telephone			
					80.48 10002140 526025	Telephone			
						CHECK	137220 TOTAL:		522.64
137221	08/11/2021	PRTD	1177	ARIZONA PUBLIC SERVICE	July -2021	08/10/2021		081121r	27,354.04
Invoice: July -2021						slids electric			
					2,351.33 31503170 527012	SLID 1 Operations			
					2,041.81 31503170 527010	2006-SLID-001 Operations			
					2,025.51 31503170 527024	2006-SLID-003 Operations			
					1,968.42 31503170 527011	2006-SLID-007 Operations			
					618.39 31503170 527013	2006-SLID-008 Operations			
					2,857.26 31503170 527014	2006-SLID-011 Operations			
					1,058.70 31503170 527015	2006-SLID-015 Operations			
					1,201.81 31503170 527016	2006-SLID-016 Operations			
					791.52 31503170 527017	2006-SLID-017 Operations			
					2,152.49 31503170 527018	2006-SLID-019 Operations			
					624.76 31503170 527023	2006-SLID-009 Operations			
					303.75 31503170 527020	2007-SLID-001 Operations			
					191.24 31503170 527021	2007-SLID-002 Operations			
					301.48 31503170 527022	2007-SLID-003 Operations			
					669.38 31503170 527025	2007-SLID-010 Operations			
					486.33 31503170 527026	2007-SLID-013 Operations			
					350.41 31503170 527027	2007-SLID-021 Operations			
					296.86 31503170 527032	2009-SLID-02A Operations			
					114.80 31503170 527029	2011-SLID-001 Operations			
					1,092.88 31503170 527031	2013-SLID-002 Operations			
					2,036.67 31503170 527030	2012-SLID-002 Operations			
					506.82 38103202 521700	Street Lighting Base Charges			
					672.62 31503170 527033	2015-SLID-001 Operations			
					566.07 31503170 527034	2017-SLID-003 Operations			
					688.14 31503170 527036	2018-SLID-001 Operations			
					1,384.59 31503170 527038	2020-SLID-001 Operations			
						CHECK	137221 TOTAL:		27,354.04
137222	08/11/2021	PRTD	6052	CITY OF BUCKEYE	Cycle4 2021	08/10/2021		081121r	24,954.21
Invoice: Cycle4 2021						UB Cycle 4			
					511.71 40003210 526018	Water/Wastewater - Utility			
					43.34 40003213 520585	Treatment Plant O&M			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
					517.18 40013221 526018	Water/Wastewater - Utility			
					1,326.88 38103202 526022	Water for Street Sweeper			
					518.00 35754150 526010	Electric - Utility			
					19,175.68 10001110 526018	Water/Wastewater - Utility			
					1,023.76 10003177 526018	Water/Wastewater - Utility			
					1,147.21 10003174 526018	Water/Wastewater - Utility			
					690.45 10003175 526018	Water/Wastewater - Utility			
								CHECK 137222 TOTAL:	24,954.21
137223	08/11/2021	PRTD	6395	FIDELITY SECURITY LIFE INSURANCE	AUG2021	08/10/2021	081121r		4,550.78
Invoice: AUG2021						Vision Ins - Eyemed Opt 1 & 2			
					4,550.78 1030 216600	Vision Insurance			
				FIDELITY SECURITY LIFE INSURANCE	AUGUST2021	08/10/2021	081121r		48.64
Invoice: AUGUST2021						EYEMED Option 1 & 2- COBRA			
					48.64 1030 216600	Vision Insurance			
								CHECK 137223 TOTAL:	4,599.42
137224	08/11/2021	PRTD	6434	FLEXIBLE BENEFIT ADMINISTRATORS,	JULY 2021	08/10/2021	081121r		555.00
Invoice: JULY 2021						Employee Flex Beneift			
					555.00 10001115 520037	Professional Services General			
								CHECK 137224 TOTAL:	555.00
137225	08/11/2021	PRTD	999993	Mary Stella Carrera	M. Carrera	06/23/2021	081121r		350.00
Invoice: M. Carrera						Full refund - Cemetery			
					350.00 50012140 431810	Cemetery Lease			
								CHECK 137225 TOTAL:	350.00
137226	08/11/2021	PRTD	5194	RICOH USA, INC.	9028978273R	08/10/2021	081121r		1,967.00
Invoice: 9028978273R						copy center for departments			
					13.50 10001100 523056	Copying/Printing/Binding			
					13.50 10001101 523056	Copying/Printing/Binding			
					205.39 10001110 523056	Copying/Printing/Binding			
					10.00 10001112 523056	Copying/Printing/Binding			
					271.15 10001115 523056	Copying/Printing/Binding			
					25.56 10001187 523056	Copying/Printing/Binding			
					13.50 10001188 523056	Copying/Printing/Binding			
					40.50 10001189 523056	Copying/Printing/Binding			
					11.50 10002120 523056	Copying/Printing/Binding			
					424.52 10002121 523056	Copying/Printing/Binding			
					110.58 10002140 523056	Copying/Printing/Binding			
					81.00 10003170 523056	Copying/Printing/Binding			
					50.50 10004150 523056	Copying/Printing/Binding			
					403.76 10004151 523056	Copying/Printing/Binding			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
					2.20 10004156 523056	Copying/Printing/Binding			
					126.61 10004160 523056	Copying/Printing/Binding			
					40.50 10005180 523056	Copying/Printing/Binding			
					8.40 35754150 523056	Copying/Printing/Binding			
					40.50 40003210 523056	Copying/Printing/Binding			
					48.73 40003230 523056	Copying/Printing/Binding			
					25.10 40053230 523056	Copying/Printing/Binding			
								CHECK 137226 TOTAL:	1,967.00
137227	08/11/2021	PRTD	5974	SENERGY PETROLEUM, LLC	44973 JULY2021	08/10/2021	081121r		9,874.40
	Invoice: 44973 JULY2021				fuel police/fire #44973				
					2,546.85 10002140 522507	Vehicle Fuel			
					6,136.80 10002121 522507	Vehicle Fuel			
					1,190.75 10003171 522507	Vehicle Fuel			
				SENERGY PETROLEUM, LLC	44971 JULY2021	08/10/2021	081121r		16,023.51
	Invoice: 44971 JULY2021				fuel misc dept #44971				
					4,263.95 10002140 522507	Vehicle Fuel			
					10,695.97 10002121 522507	Vehicle Fuel			
					265.52 50012140 522507	Vehicle Fuel			
					41.41 10003172 522507	Vehicle Fuel			
					756.66 10003171 522507	Vehicle Fuel			
				SENERGY PETROLEUM, LLC	44974 JULY2021	08/10/2021	081121r		3,310.14
	Invoice: 44974 JULY2021				fuel #44974				
					628.76 10002140 522507	Vehicle Fuel			
					2,278.00 10002121 522507	Vehicle Fuel			
					403.38 10003171 522507	Vehicle Fuel			
				SENERGY PETROLEUM, LLC	44976 JULY 2021	08/10/2021	081121r		3,746.85
	Invoice: 44976 JULY 2021				fuel #44976 FS705				
					2,907.18 10002121 522507	Vehicle Fuel			
					741.72 10002140 522507	Vehicle Fuel			
					97.95 10003172 522507	Vehicle Fuel			
								CHECK 137227 TOTAL:	32,954.90
137228	08/11/2021	PRTD	1921	SOUTHWEST GAS	JULY2021	08/10/2021	081121r		595.92
	Invoice: JULY2021				gas for city bldgs				
					443.74 10001110 526015	Natural Gas - Utility			
					83.51 35754150 526015	Natural Gas - Utility			
					35.82 10003177 526015	Natural Gas - Utility			
					32.85 10003175 526015	Natural Gas - Utility			
								CHECK 137228 TOTAL:	595.92

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
137229	08/11/2021	PRTD	6379	SYMETRA LIFE INSURANCE COMPANY	A021916	08/10/2021		081121r	20,431.24
Invoice: A021916						City Life Ins			
					4,486.92 1030 216200	AD&D Life City Paid			
					7,346.50 1030 216150	Voluntary Life			
					1,100.17 1030 216160	Voluntary AD&D			
					7,497.65 1030 216100	Short Term Disability			
						CHECK	137229 TOTAL:		20,431.24
137230	08/11/2021	PRTD	2058	VERIZON WIRELESS SERVICES, LLC	9883988180	08/10/2021		081121r	8,211.41
Invoice: 9883988180						66997922700003 aircds			
					3,476.45 10002121 526025	Telephone			
					100.83 35732121 523104	PD TLO Sustainment			
					30.23 35772140 523013	Nuc Emerg. Mgmt Expenditure			
					865.73 10002140 526025	Telephone			
					665.06 10005180 526025	Telephone			
					816.69 10005185 526025	Telephone			
					90.69 40013220 526025	Telephone			
					906.90 40003210 526025	Telephone			
					30.23 38103202 526025	Telephone			
					60.46 40053205 526025	Telephone			
					654.23 10001189 526025	Telephone			
					60.46 10004151 526025	Telephone			
					30.23 10001101 526025	Telephone			
					241.84 10001100 526025	Telephone			
					30.23 10001102 526025	Telephone			
					30.23 10001188 526025	Telephone			
					120.92 10001187 526025	Telephone			
				VERIZON WIRELESS SERVICES, LLC	9883973097	08/10/2021		081121r	155.86
Invoice: 9883973097						54204915900001 aircds			
					155.86 10002140 526025	Telephone			
						CHECK	137230 TOTAL:		8,367.27

NUMBER OF CHECKS 12 *** CASH ACCOUNT TOTAL *** 126,465.42

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	12	126,465.42

*** GRAND TOTAL *** 126,465.42

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022 2 335									
APP 4001-201000					Accounts Payable			4,421.65	
08/11/2021	081121r	r08112			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				126,465.42
08/11/2021	081121r	r08112			AP CASH DISBURSEMENTS JOURNAL				
APP 1000-201000					Accounts Payable			65,268.49	
08/11/2021	081121r	r08112			AP CASH DISBURSEMENTS JOURNAL				
APP 4000-201000					Accounts Payable			1,591.42	
08/11/2021	081121r	r08112			AP CASH DISBURSEMENTS JOURNAL				
APP 3150-201000					Accounts Payable			26,847.22	
08/11/2021	081121r	r08112			AP CASH DISBURSEMENTS JOURNAL				
APP 3810-201000					Accounts Payable			1,863.93	
08/11/2021	081121r	r08112			AP CASH DISBURSEMENTS JOURNAL				
APP 3575-201000					Accounts Payable			609.91	
08/11/2021	081121r	r08112			AP CASH DISBURSEMENTS JOURNAL				
APP 1030-201000					Accounts Payable			25,030.66	
08/11/2021	081121r	r08112			AP CASH DISBURSEMENTS JOURNAL				
APP 5001-201000					Accounts Payable			615.52	
08/11/2021	081121r	r08112			AP CASH DISBURSEMENTS JOURNAL				
APP 4005-201000					Accounts Payable			85.56	
08/11/2021	081121r	r08112			AP CASH DISBURSEMENTS JOURNAL				
APP 3573-201000					Accounts Payable			100.83	
08/11/2021	081121r	r08112			AP CASH DISBURSEMENTS JOURNAL				
APP 3577-201000					Accounts Payable			30.23	
08/11/2021	081121r	r08112			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			126,465.42	126,465.42
APP 9999-201010					DT DF			126,465.42	
08/11/2021	081121r	r08112							
APP 4001-101010					Pooled Cash Equity				4,421.65
08/11/2021	081121r	r08112							
APP 1000-101010					Pooled Cash Equity				65,268.49
08/11/2021	081121r	r08112							
APP 4000-101010					Pooled Cash Equity				1,591.42
08/11/2021	081121r	r08112							
APP 3150-101010					Pooled Cash Equity				26,847.22
08/11/2021	081121r	r08112							
APP 3810-101010					Pooled Cash Equity				1,863.93
08/11/2021	081121r	r08112							
APP 3575-101010					Pooled Cash Equity				609.91
08/11/2021	081121r	r08112							
APP 1030-101010					Pooled Cash Equity				25,030.66
08/11/2021	081121r	r08112							
APP 5001-101010					Pooled Cash Equity				615.52
08/11/2021	081121r	r08112							
APP 4005-101010					Pooled Cash Equity				85.56

JOURNAL ENTRIES TO BE CREATED

YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
	08/11/2021	081121r	r08112							
APP 3573-101010	08/11/2021	081121r	r08112			Pooled Cash Equity				100.83
APP 3577-101010	08/11/2021	081121r	r08112			Pooled Cash Equity				30.23
						SYSTEM GENERATED ENTRIES TOTAL			126,465.42	126,465.42
						JOURNAL 2022/02/335 TOTAL			252,930.84	252,930.84

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
1000 General Fund	2022	2	335	08/11/2021			
1000-101010				Pooled Cash Equity			65,268.49
1000-201000				Accounts Payable		65,268.49	
					FUND TOTAL	65,268.49	65,268.49
1030 Payroll Fund	2022	2	335	08/11/2021			
1030-101010				Pooled Cash Equity			25,030.66
1030-201000				Accounts Payable		25,030.66	
					FUND TOTAL	25,030.66	25,030.66
3150 SLID Operations	2022	2	335	08/11/2021			
3150-101010				Pooled Cash Equity			26,847.22
3150-201000				Accounts Payable		26,847.22	
					FUND TOTAL	26,847.22	26,847.22
3573 Police Department Grants	2022	2	335	08/11/2021			
3573-101010				Pooled Cash Equity			100.83
3573-201000				Accounts Payable		100.83	
					FUND TOTAL	100.83	100.83
3575 Area Agency on Aging	2022	2	335	08/11/2021			
3575-101010				Pooled Cash Equity			609.91
3575-201000				Accounts Payable		609.91	
					FUND TOTAL	609.91	609.91
3577 Nuclear Emergency Management	2022	2	335	08/11/2021			
3577-101010				Pooled Cash Equity			30.23
3577-201000				Accounts Payable		30.23	
					FUND TOTAL	30.23	30.23
3810 Highway User Revenue Fund	2022	2	335	08/11/2021			
3810-101010				Pooled Cash Equity			1,863.93
3810-201000				Accounts Payable		1,863.93	
					FUND TOTAL	1,863.93	1,863.93
4000 Water Utility Fund	2022	2	335	08/11/2021			
4000-101010				Pooled Cash Equity			1,591.42
4000-201000				Accounts Payable		1,591.42	
					FUND TOTAL	1,591.42	1,591.42
4001 Wastewater Fund	2022	2	335	08/11/2021			

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
4001-101010				Pooled Cash Equity			4,421.65
4001-201000				Accounts Payable		4,421.65	
					FUND TOTAL	4,421.65	4,421.65
4005 Environmental Services	2022	2	335	08/11/2021			
4005-101010				Pooled Cash Equity			85.56
4005-201000				Accounts Payable		85.56	
					FUND TOTAL	85.56	85.56
5001 Cemetery Improvement Fund	2022	2	335	08/11/2021			
5001-101010				Pooled Cash Equity			615.52
5001-201000				Accounts Payable		615.52	
					FUND TOTAL	615.52	615.52
9999 Pooled Cash	2022	2	335	08/11/2021			
9999-104000				Cash in Bank - Checking			126,465.42
9999-201010				DT DF		126,465.42	
					FUND TOTAL	126,465.42	126,465.42

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
1000	General Fund		65,268.49
1030	Payroll Fund		25,030.66
3150	SLID Operations		26,847.22
3573	Police Department Grants		100.83
3575	Area Agency on Aging		609.91
3577	Nuclear Emergency Management		30.23
3810	Highway User Revenue Fund		1,863.93
4000	Water Utility Fund		1,591.42
4001	Wastewater Fund		4,421.65
4005	Environmental Services		85.56
5001	Cemetery Improvement Fund		615.52
9999	Pooled Cash	126,465.42	
	TOTAL	126,465.42	126,465.42

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
137018	07/21/2021	PRTD	1108	ARIZONA BOUNCE AROUND	8173597	07/08/2021	22200124	72121ap	3,910.10
	Invoice: 8173597					Family Night for summer programs			
					3,910.10 10004153 521502	Program Supplies/Equipment			
						CHECK	137018 TOTAL:		3,910.10
137019	07/21/2021	PRTD	6665	ASPIN/MOHAVE	22A00007	07/09/2021	22200031	72121ap	1,574.05
	Invoice: 22A00007					OPEN PO - Food & supplies for senior meal program			
					1,574.05 35754150 521502	Program Supplies/Equipment			
				ASPIN/MOHAVE	22A00108	07/13/2021	22200031	72121ap	1,980.31
	Invoice: 22A00108					OPEN PO - Food & supplies for senior meal program			
					1,980.31 35754150 521502	Program Supplies/Equipment			
						CHECK	137019 TOTAL:		3,554.36
137020	07/21/2021	PRTD	6351	BASH ENTERTAINMENT, LLC	298	07/13/2021	22200075	72121ap	5,025.12
	Invoice: 298					Summer youth programs field trip			
					5,025.12 10004153 520015	Contractual Svc BASE			
						CHECK	137020 TOTAL:		5,025.12
137021	07/21/2021	PRTD	1924	SOUTHWEST RISK SERVICES	53565	07/07/2021		72121ap	5,160.00
	Invoice: 53565					Ins Policy Renewal - Community Paramedicine Prgm			
					5,160.00 10002140 520037	Professional Services General			
						CHECK	137021 TOTAL:		5,160.00
137022	07/21/2021	PRTD	1248	BUCKEYE VALLEY CHAMBER OF COMMERC	1006	07/21/2021	22200125	72121ap	5,000.00
	Invoice: 1006					Buckeye Valley Chamber			
					5,000.00 10001187 520038	Contributions to Civic Orgs			
						CHECK	137022 TOTAL:		5,000.00
137023	07/21/2021	PRTD	6346	ELEVATE TRAMPOLINE PARK	07012021	07/01/2021	22200051	72121ap	1,316.48
	Invoice: 07012021					Summer youth program field trip			
					1,316.48 10004153 520015	Contractual Svc BASE			
						CHECK	137023 TOTAL:		1,316.48
137024	07/21/2021	PRTD	1414	EWING IRRIGATION PRODUCTS INC	14747970	07/15/2021	22200057	72121ap	49.36
	Invoice: 14747970					OPEN PO - Parks irrigation			
					49.36 10004155 520586	Irrigation Systems Parts/Mater			
				EWING IRRIGATION PRODUCTS INC	14772521	07/19/2021	22200057	72121ap	114.02
	Invoice: 14772521					OPEN PO - Parks irrigation			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
					114.02 10004155 520586	Irrigation Systems Parts/Mater			
								CHECK 137024 TOTAL:	163.38
137025	07/21/2021	PRTD	5239	JCG TECHNOLOGIES INC	7890Revised	06/01/2021	22200036	72121ap	355.00
Invoice: 7890Revised						Support Services Package Renewal - Court Recorder			
					355.00 10002120 520030	Software Maintenance			
								CHECK 137025 TOTAL:	355.00
137026	07/21/2021	PRTD	1605	LAYER 8, LLC	1621	07/01/2021	22200109	72121ap	20,000.00
Invoice: 1621						TASK ORDER #51 - IT OPERATIONAL SUPPORT			
					20,000.00 10001189 520018	General Contractual Services			
				LAYER 8, LLC	1622	07/01/2021	22200111	72121ap	20,535.00
Invoice: 1622						TASK ORDER #53 - APPLICATION SUPPORT			
					20,535.00 10001189 520018	General Contractual Services			
				LAYER 8, LLC	1623	07/01/2021	22200113	72121ap	8,400.00
Invoice: 1623						TASK ORDER #52 - FIELD OPERATION SUPPORT			
					8,400.00 10001189 520018	General Contractual Services			
								CHECK 137026 TOTAL:	48,935.00
137027	07/21/2021	PRTD	1622	LOOMIS	12832716	06/30/2021	22200041	72121ap	498.78
Invoice: 12832716						Armored Car Services - Open PO			
					498.78 10002120 520053	Armored Car Services			
								CHECK 137027 TOTAL:	498.78
137028	07/21/2021	PRTD	6680	NATIONAL TESTING NETWORK	8605	06/11/2021	22200025	72121ap	500.00
Invoice: 8605						Firefighter Testing			
					500.00 10002140 520029	Pre-Employment Testing			
								CHECK 137028 TOTAL:	500.00
137029	07/21/2021	PRTD	999992	Force Science Institute	FSI-23973	07/19/2021		72121ap	5,500.00
Invoice: FSI-23973						Training FY22 - Joshua Champion Online class			
					5,500.00 10002121 526110	Conference and Seminars			
								CHECK 137029 TOTAL:	5,500.00
137030	07/21/2021	PRTD	999990	Department of Treasury	072022 FY22	07/14/2021		72121ap	13.30
Invoice: 072022 FY22						PCORI fees for Fire PEHP			
					13.30 10001115 520037	Professional Services General			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
							CHECK	137030 TOTAL:	13.30
137031	07/21/2021	PRTD	6247	PRO EM OPERATIONS, LLC	118861-5	07/07/2021	22200104	72121ap	1,767.08
Invoice: 118861-5					Parking company for July 4th event				
				1,767.08	30584160 521502	Program Supplies/Equipment			
							CHECK	137031 TOTAL:	1,767.08
137032	07/21/2021	PRTD	5716	BLUECOSMO	BU01339633	06/24/2021	22200119	72121ap	164.40
Invoice: BU01339633					SATELLITE CELLPHONE SERVICE				
				164.40	35772140 523013	Nuc Emerg. Mgmt Expenditure			
							CHECK	137032 TOTAL:	164.40
137033	07/21/2021	PRTD	6876	STATION AUTOMATION, INC.	2895	07/01/2021	22200116	72121ap	10,700.00
Invoice: 2895					Online Fire Services Tracking Software Annual Fee				
				10,700.00	10002140 526121	On-line Subscriptions			
							CHECK	137033 TOTAL:	10,700.00
137034	07/21/2021	PRTD	1884	THE SEGAL COMPANY	413291	06/30/2021	22200136	72121ap	2,333.33
Invoice: 413291					Benefit Consulting FY 21/22				
				2,333.33	10001115 520037	Professional Services General			
							CHECK	137034 TOTAL:	2,333.33
137035	07/21/2021	PRTD	2035	UNIFIRST CORPORATION	3152410195	07/07/2021	22200055	72121ap	9.47
Invoice: 3152410195					OPEN PO - Kitchen towels & aprons for senior cent				
				9.47	35754150 521502	Program Supplies/Equipment			
							CHECK	137035 TOTAL:	9.47
137036	07/21/2021	PRTD	6510	VLI EVENTS	1020	07/06/2021	22200048	72121ap	4,500.00
Invoice: 1020					DJ, sound, and stage for July 4th event				
				4,500.00	30584160 521502	Program Supplies/Equipment			
							CHECK	137036 TOTAL:	4,500.00
137037	07/21/2021	PRTD	5660	VERTECH INDUSTRIAL SYSTEMS, LLC	P210010.00-10785	07/16/2021	22100830	72121ap	31,920.00
Invoice: P210010.00-10785					Tartesso Water Treatment Plant				
				31,920.00	40001113 543142	Tartesso Water System SCADA			
							CHECK	137037 TOTAL:	31,920.00

NUMBER OF CHECKS 20 *** CASH ACCOUNT TOTAL *** 131,325.80

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	20	131,325.80

*** GRAND TOTAL *** 131,325.80

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022 1 726									
APP 1000-201000					Accounts Payable			89,410.49	
07/21/2021	72121ap	ap7212			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				131,325.80
07/21/2021	72121ap	ap7212			AP CASH DISBURSEMENTS JOURNAL				
APP 3575-201000					Accounts Payable			3,563.83	
07/21/2021	72121ap	ap7212			AP CASH DISBURSEMENTS JOURNAL				
APP 3058-201000					Accounts Payable			6,267.08	
07/21/2021	72121ap	ap7212			AP CASH DISBURSEMENTS JOURNAL				
APP 3577-201000					Accounts Payable			164.40	
07/21/2021	72121ap	ap7212			AP CASH DISBURSEMENTS JOURNAL				
APP 4000-201000					Accounts Payable			31,920.00	
07/21/2021	72121ap	ap7212			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			131,325.80	131,325.80
APP 9999-201010					DT DF			131,325.80	
07/21/2021	72121ap	ap7212							
APP 1000-101010					Pooled Cash Equity				89,410.49
07/21/2021	72121ap	ap7212							
APP 3575-101010					Pooled Cash Equity				3,563.83
07/21/2021	72121ap	ap7212							
APP 3058-101010					Pooled Cash Equity				6,267.08
07/21/2021	72121ap	ap7212							
APP 3577-101010					Pooled Cash Equity				164.40
07/21/2021	72121ap	ap7212							
APP 4000-101010					Pooled Cash Equity				31,920.00
07/21/2021	72121ap	ap7212							
					SYSTEM GENERATED ENTRIES TOTAL			131,325.80	131,325.80
					JOURNAL 2022/01/726 TOTAL			262,651.60	262,651.60

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
1000 General Fund	2022	1	726	07/21/2021			
1000-101010				Pooled Cash Equity			89,410.49
1000-201000				Accounts Payable		89,410.49	
					FUND TOTAL	89,410.49	89,410.49
3058 Comm Services Programs	2022	1	726	07/21/2021			
3058-101010				Pooled Cash Equity			6,267.08
3058-201000				Accounts Payable		6,267.08	
					FUND TOTAL	6,267.08	6,267.08
3575 Area Agency on Aging	2022	1	726	07/21/2021			
3575-101010				Pooled Cash Equity			3,563.83
3575-201000				Accounts Payable		3,563.83	
					FUND TOTAL	3,563.83	3,563.83
3577 Nuclear Emergency Management	2022	1	726	07/21/2021			
3577-101010				Pooled Cash Equity			164.40
3577-201000				Accounts Payable		164.40	
					FUND TOTAL	164.40	164.40
4000 Water Utility Fund	2022	1	726	07/21/2021			
4000-101010				Pooled Cash Equity			31,920.00
4000-201000				Accounts Payable		31,920.00	
					FUND TOTAL	31,920.00	31,920.00
9999 Pooled Cash	2022	1	726	07/21/2021			
9999-104000				Cash in Bank - Checking			131,325.80
9999-201010				DT DF		131,325.80	
					FUND TOTAL	131,325.80	131,325.80

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
1000	General Fund		89,410.49
3058	Comm Services Programs		6,267.08
3575	Area Agency on Aging		3,563.83
3577	Nuclear Emergency Management		164.40
4000	Water Utility Fund		31,920.00
9999	Pooled Cash	131,325.80	
	TOTAL	131,325.80	131,325.80

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
137069	07/22/2021	PRTD	6905	ARIZONA STATE FIRE TRAINING COMMI	20210722	07/22/2021	22200200	72221ap	1,125.00
Invoice: 20210722						FIRE INSTRUCTOR I TRAINING			
				1,125.00	10002140 526118	Operational Training/Testing			
						CHECK	137069 TOTAL:		1,125.00
137070	07/22/2021	PRTD	6586	TEK FITNESS DISTRIBUTORS	16257	07/09/2021	22200058	72221ap	109.00
Invoice: 16257						OPEN PO - Fitness equipment maintenance/repair			
				109.00	35754150 520018	General Contractual Services			
				TEK FITNESS DISTRIBUTORS	16367	07/20/2021	22200058	72221ap	210.00
Invoice: 16367						OPEN PO - Fitness equipment maintenance/repair			
				210.00	35754150 520018	General Contractual Services			
				TEK FITNESS DISTRIBUTORS	16366	07/20/2021	22200058	72221ap	150.00
Invoice: 16366						OPEN PO - Fitness equipment maintenance/repair			
				150.00	35754150 520018	General Contractual Services			
						CHECK	137070 TOTAL:		469.00
137071	07/22/2021	PRTD	2035	UNIFIRST CORPORATION	3152415854	07/21/2021	22200055	72221ap	9.47
Invoice: 3152415854						OPEN PO - Kitchen towels & aprons for senior cent			
				9.47	35754150 521502	Program Supplies/Equipment			
						CHECK	137071 TOTAL:		9.47
					NUMBER OF CHECKS 3	*** CASH ACCOUNT TOTAL ***			1,603.47

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	3	1,603.47

*** GRAND TOTAL *** 1,603.47

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2022 1 813									
APP 1000-201000					Accounts Payable			1,125.00	
07/22/2021	72221ap	ap7222			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				1,603.47
07/22/2021	72221ap	ap7222			AP CASH DISBURSEMENTS JOURNAL				
APP 3575-201000					Accounts Payable			478.47	
07/22/2021	72221ap	ap7222			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			1,603.47	1,603.47
APP 9999-201010					DT DF			1,603.47	
07/22/2021	72221ap	ap7222							
APP 1000-101010					Pooled Cash Equity				1,125.00
07/22/2021	72221ap	ap7222							
APP 3575-101010					Pooled Cash Equity				478.47
07/22/2021	72221ap	ap7222							
					SYSTEM GENERATED ENTRIES TOTAL			1,603.47	1,603.47
					JOURNAL 2022/01/813 TOTAL			3,206.94	3,206.94

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
1000 General Fund	2022	1	813	07/22/2021			
1000-101010				Pooled Cash Equity			1,125.00
1000-201000				Accounts Payable		1,125.00	
					FUND TOTAL	1,125.00	1,125.00
3575 Area Agency on Aging	2022	1	813	07/22/2021			
3575-101010				Pooled Cash Equity			478.47
3575-201000				Accounts Payable		478.47	
					FUND TOTAL	478.47	478.47
9999 Pooled Cash	2022	1	813	07/22/2021			
9999-104000				Cash in Bank - Checking			1,603.47
9999-201010				DT DF		1,603.47	
					FUND TOTAL	1,603.47	1,603.47

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
1000 General Fund		1,125.00
3575 Area Agency on Aging		478.47
9999 Pooled Cash	1,603.47	
TOTAL	1,603.47	1,603.47

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
137101	07/28/2021	PRTD	1978	3M COMPANY	9412013438	05/26/2021	22100234	72821ap	707.52
Invoice: 9412013438						FY 20/21 - SIGN MATERIALS			
				707.52	10001108 521534	Program Supplies Gen Rec			
						CHECK	137101 TOTAL:		707.52
137102	07/28/2021	PRTD	1108	ARIZONA BOUNCE AROUND	7953191	07/20/2021	22200103	72821ap	3,296.05
Invoice: 7953191						Summer youth programs water day activities			
				3,296.05	10004160 521534	Program Supplies Gen Rec			
						CHECK	137102 TOTAL:		3,296.05
137103	07/28/2021	PRTD	1109	ARIZONA BUSINESS & DEVELOPMENT, I	37169	07/21/2021	22200123	72821ap	2,307.48
Invoice: 37169						AZ Business Advertising			
				2,307.48	30751188 520011	Marketing & Tourism			
						CHECK	137103 TOTAL:		2,307.48
137104	07/28/2021	PRTD	6905	ARIZONA STATE FIRE TRAINING COMMI	20210726	07/26/2021	22200200	72821ap	375.00
Invoice: 20210726						FIRE INSTRUCTOR I TRAINING			
				375.00	10002140 526118	Operational Training/Testing			
						CHECK	137104 TOTAL:		375.00
137105	07/28/2021	PRTD	1155	ARIZONA CITY/COUNTY MGMT	7.27.21	07/27/2020	22200251	72821ap	826.00
Invoice: 7.27.21						FY21-22 ACMA Dues-Roger and Jim			
				380.00	10001101 526120	Dues and Memberships			
				446.00	10001101 526120	Dues and Memberships			
						CHECK	137105 TOTAL:		826.00
137106	07/28/2021	PRTD	1193	BAKER & TAYLOR	LS21070140	07/20/2021	22200105	72821ap	18,567.36
Invoice: LS21070140						Renewal of Bookmobile Lease Agreement for Books			
				18,567.36	10004151 521550	Library Materials			
						CHECK	137106 TOTAL:		18,567.36
137107	07/28/2021	PRTD	6624	FRESH AIRE	05-21143	07/06/2021	22200077	72821ap	54.00
Invoice: 05-21143						Air freshener at Dr. Saide Recreation Center			
				54.00	10004160 521534	Program Supplies Gen Rec			
				FRESH AIRE	05-21142	07/06/2021	22200024	72821ap	40.50
Invoice: 05-21142						OPEN PO - Air freshener at Downtown Library			
				40.50	10004151 521501	Office Supplies			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
							CHECK	137107 TOTAL:	94.50
137108	07/28/2021	PRTD	5629	CARDNO, INC.	529889	07/27/2021	22000760	72821ap	4,196.15
	Invoice: 529889					TASK ORDER 6- WATSON ROAD DESI			
					4,196.15 50213170 543074	Rdwy Impr - Watson-Dur/LBuck			
							CHECK	137108 TOTAL:	4,196.15
137109	07/28/2021	PRTD	5029	CDW GOVERNMENT LLC	7713603	02/05/2021	22100910	72821ap	3,732.67
	Invoice: 7713603					AXIS SECURITY CAMERAS FOR NEW CID			
					3,732.67 50211000 543083	Old Justice Court Space Plan			
							CHECK	137109 TOTAL:	3,732.67
137110	07/28/2021	PRTD	1290	CENTURY GRAPHICS INC	16121	07/22/2021		72821ap	6,026.11
	Invoice: 16121					Postage for Eye on Buckeye Fall 2021 Magazine			
					6,026.11 10004150 521510	Postage and Freight			
							CHECK	137110 TOTAL:	6,026.11
137111	07/28/2021	PRTD	6829	CLEARGOV INC	2020-10736	07/01/2021	22200107	72821ap	21,265.20
	Invoice: 2020-10736					COMPUTER SOFTWARE FOR MICROCOMPUTERS, SYSTEMS, INC			
					21,265.20 10001110 526121	On-line Subscriptions			
							CHECK	137111 TOTAL:	21,265.20
137112	07/28/2021	PRTD	5011	ELM USA INC	41118	07/16/2021	22200020	72821ap	25.00
	Invoice: 41118					OPEN PO - Disc repair			
					25.00 10004151 521501	Office Supplies			
							CHECK	137112 TOTAL:	25.00
137113	07/28/2021	PRTD	1431	FELIX CONSTRUCTION COMPANY	1934.04-02-July.2021	07/28/2021	22101282	72821ap	12,656.07
	Invoice: 1934.04-02-July.2021					DO #3 REPLACEMENT OF CENTRIFUGE AT SUNDANCE WRF			
					12,656.07 40011113 543131	Sundance WRF Centrifuge			
							CHECK	137113 TOTAL:	12,656.07
137114	07/28/2021	PRTD	5239	JCG TECHNOLOGIES INC	8002	07/14/2021	22200044	72821ap	2,701.25
	Invoice: 8002					Support Services Renewal			
					2,701.25 10002121 520009	Radio System - Tech Support			
							CHECK	137114 TOTAL:	2,701.25

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
137115	07/28/2021	PRTD	1596	LSH LIGHTS	SI#201907	07/14/2021	22100918	72821ap	12,813.50
	Invoice: SI#201907				12,813.50 10003173 541210	AUTOMOTIVE ACCESSORIES FOR AUTOMOBILES, BUSES, TRA Automobiles			
				LSH LIGHTS	SI#201908	07/14/2021	22100918	72821ap	12,813.50
	Invoice: SI#201908				12,813.50 10003173 541210	AUTOMOTIVE ACCESSORIES FOR AUTOMOBILES, BUSES, TRA Automobiles			
				LSH LIGHTS	SI#201909	07/14/2021	22100918	72821ap	12,813.50
	Invoice: SI#201909				12,813.50 10003173 541210	AUTOMOTIVE ACCESSORIES FOR AUTOMOBILES, BUSES, TRA Automobiles			
				LSH LIGHTS	SI#201910	07/14/2021	22100918	72821ap	12,813.50
	Invoice: SI#201910				12,813.50 10003173 541210	AUTOMOTIVE ACCESSORIES FOR AUTOMOBILES, BUSES, TRA Automobiles			
				LSH LIGHTS	SI#201911	07/14/2021	22100918	72821ap	12,813.50
	Invoice: SI#201911				12,813.50 10003173 541210	AUTOMOTIVE ACCESSORIES FOR AUTOMOBILES, BUSES, TRA Automobiles			
				LSH LIGHTS	SI#201912	07/14/2021	22100918	72821ap	12,813.50
	Invoice: SI#201912				12,813.50 10003173 541210	AUTOMOTIVE ACCESSORIES FOR AUTOMOBILES, BUSES, TRA Automobiles			
				LSH LIGHTS	SI#201913	07/14/2021	22100918	72821ap	12,813.50
	Invoice: SI#201913				12,813.50 10003173 541210	AUTOMOTIVE ACCESSORIES FOR AUTOMOBILES, BUSES, TRA Automobiles			
				LSH LIGHTS	SI#201914	07/14/2021	22100918	72821ap	12,813.50
	Invoice: SI#201914				12,813.50 10002121 541210	AUTOMOTIVE ACCESSORIES FOR AUTOMOBILES, BUSES, TRA Automobiles			
				LSH LIGHTS	SI#201915	07/14/2021	22100918	72821ap	12,813.50
	Invoice: SI#201915				12,813.50 10002121 541210	AUTOMOTIVE ACCESSORIES FOR AUTOMOBILES, BUSES, TRA Automobiles			
								CHECK 137115 TOTAL:	115,321.50
137116	07/28/2021	PRTD	1607	LEAGUE OF AZ CITIES & TOWNS	7.21.21	07/21/2021	22200102	72821ap	46,499.00
	Invoice: 7.21.21				46,499.00 10001101 526120	League of AZ Cities and Towns Annual Membership Dues and Memberships			
								CHECK 137116 TOTAL:	46,499.00
137117	07/28/2021	PRTD	5124	MARICOPA ASSOCIATION OF GOVERNMEN	MB-00595	07/01/2021	22200099	72821ap	14,895.00
	Invoice: MB-00595				14,895.00 10001101 526120	Maricopa County Association of Governments Member Dues and Memberships			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
							CHECK	137117 TOTAL:	14,895.00
137118	07/28/2021	PRTD	6376	ODYSEA AQUARIUM, LLC	341514	07/14/2021	22200054	72821ap	3,037.16
	Invoice: 341514				Summer youth programs field trip				
					3,037.16 10004153 520015 Contractual Svc BASE				
							CHECK	137118 TOTAL:	3,037.16
137119	07/28/2021	PRTD	999994	Arizona Department of Health Serv	Westpark Elem. Licen	07/21/2021		72821ap	2,000.00
	Invoice: Westpark Elem. Licen				License fee Kids BASE at Westpark Elementary				
					2,000.00 10004153 521502 Program Supplies/Equipment				
							CHECK	137119 TOTAL:	2,000.00
137120	07/28/2021	PRTD	999994	AZ Department of Health Services	John S McCain Elemen	07/21/2021		72821ap	2,000.00
	Invoice: John S McCain Elemen				License fees-new Kids BASE- John S McCain Elmntry				
					2,000.00 10004153 521502 Program Supplies/Equipment				
							CHECK	137120 TOTAL:	2,000.00
137121	07/28/2021	PRTD	1661	STEVEN MCCLURE	July 2021	07/28/2021	22200027	72821ap	2,000.00
	Invoice: July 2021				Legal Services - Public Defender				
					2,000.00 10002120 520016 Public Defender				
							CHECK	137121 TOTAL:	2,000.00
137122	07/28/2021	PRTD	5407	STORM	FY 2022	06/01/2021		72821ap	2,000.00
	Invoice: FY 2022				STORMWATER OUTREACH FOR REGIONAL MUNICIPALITIES				
					2,000.00 50063205 526120 Dues and Subscription				
							CHECK	137122 TOTAL:	2,000.00
137123	07/28/2021	PRTD	5542	THE LUNSFORD GROUP LLC	1171	07/01/2021	22200097	72821ap	4,000.00
	Invoice: 1171				FY21-22 Intergovernmental Consulting Services				
					4,000.00 10001101 520047 Government Relations Program				
							CHECK	137123 TOTAL:	4,000.00

NUMBER OF CHECKS 23 *** CASH ACCOUNT TOTAL *** 268,529.02

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	23	268,529.02

*** GRAND TOTAL *** 268,529.02

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022 1 1031									
APP 1000-201000					Accounts Payable			243,636.65	
07/28/2021	72821ap	ap7282			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				268,529.02
07/28/2021	72821ap	ap7282			AP CASH DISBURSEMENTS JOURNAL				
APP 3075-201000					Accounts Payable			2,307.48	
07/28/2021	72821ap	ap7282			AP CASH DISBURSEMENTS JOURNAL				
APP 5021-201000					Accounts Payable			7,928.82	
07/28/2021	72821ap	ap7282			AP CASH DISBURSEMENTS JOURNAL				
APP 4001-201000					Accounts Payable			12,656.07	
07/28/2021	72821ap	ap7282			AP CASH DISBURSEMENTS JOURNAL				
APP 5006-201000					Accounts Payable			2,000.00	
07/28/2021	72821ap	ap7282			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			268,529.02	268,529.02
APP 9999-201010					DT DF			268,529.02	
07/28/2021	72821ap	ap7282							
APP 1000-101010					Pooled Cash Equity				243,636.65
07/28/2021	72821ap	ap7282							
APP 3075-101010					Pooled Cash Equity				2,307.48
07/28/2021	72821ap	ap7282							
APP 5021-101010					Pooled Cash Equity				7,928.82
07/28/2021	72821ap	ap7282							
APP 4001-101010					Pooled Cash Equity				12,656.07
07/28/2021	72821ap	ap7282							
APP 5006-101010					Pooled Cash Equity				2,000.00
07/28/2021	72821ap	ap7282							
					SYSTEM GENERATED ENTRIES TOTAL			268,529.02	268,529.02
					JOURNAL 2022/01/1031 TOTAL			537,058.04	537,058.04

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
1000 General Fund	2022	1	1031	07/28/2021			
1000-101010				Pooled Cash Equity			243,636.65
1000-201000				Accounts Payable		243,636.65	
					FUND TOTAL	243,636.65	243,636.65
3075 Transient Lodging	2022	1	1031	07/28/2021			
3075-101010				Pooled Cash Equity			2,307.48
3075-201000				Accounts Payable		2,307.48	
					FUND TOTAL	2,307.48	2,307.48
4001 Wastewater Fund	2022	1	1031	07/28/2021			
4001-101010				Pooled Cash Equity			12,656.07
4001-201000				Accounts Payable		12,656.07	
					FUND TOTAL	12,656.07	12,656.07
5006 Stormwater Quality Fund	2022	1	1031	07/28/2021			
5006-101010				Pooled Cash Equity			2,000.00
5006-201000				Accounts Payable		2,000.00	
					FUND TOTAL	2,000.00	2,000.00
5021 CIP General	2022	1	1031	07/28/2021			
5021-101010				Pooled Cash Equity			7,928.82
5021-201000				Accounts Payable		7,928.82	
					FUND TOTAL	7,928.82	7,928.82
9999 Pooled Cash	2022	1	1031	07/28/2021			
9999-104000				Cash in Bank - Checking			268,529.02
9999-201010				DT DF		268,529.02	
					FUND TOTAL	268,529.02	268,529.02

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
1000	General Fund		243,636.65
3075	Transient Lodging		2,307.48
4001	Wastewater Fund		12,656.07
5006	Stormwater Quality Fund		2,000.00
5021	CIP General		7,928.82
9999	Pooled Cash	268,529.02	
	TOTAL	268,529.02	268,529.02

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
137149	08/05/2021	PRTD	1065	AGTS, INC	30243	07/01/2021		080521ap	250.00
Invoice: 30243						Annual membership dues			
					250.00 10001115 526120	Dues and Memberships			
						CHECK 137149 TOTAL:			250.00
137150	08/05/2021	PRTD	1103	AQUATIC ENVIRONMENTAL SYSTEMS	IN50182	07/19/2021	22200175	080521ap	2,926.09
Invoice: IN50182						FY 21/22 - CITY POOL CHEMICALS			
					2,926.09 10003172 521540	Chemicals			
						CHECK 137150 TOTAL:			2,926.09
137151	08/05/2021	PRTD	1116	ARIZONA ELEVATOR SOLUTIONS, INC.	49331	08/01/2021	22200195	080521ap	745.60
Invoice: 49331						FY 21/22 - CITY HALL ELEVATOR P/M			
					745.60 10003174 520512	Building Repairs			
						CHECK 137151 TOTAL:			745.60
137152	08/05/2021	PRTD	1960	ARIZONA MACHINERY, LLC	P52957	07/20/2021	22200190	080521ap	88.48
Invoice: P52957						AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS			
					88.48 40003210 521508	Automotive Expenses			
				ARIZONA MACHINERY, LLC	P53047	07/22/2021	22200190	080521ap	139.13
Invoice: P53047						AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS			
					139.13 40003210 521508	Automotive Expenses			
				ARIZONA MACHINERY, LLC	P53076	07/22/2021	22200190	080521ap	90.95
Invoice: P53076						AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS			
					90.95 40003210 521508	Automotive Expenses			
						CHECK 137152 TOTAL:			318.56
137153	08/05/2021	PRTD	6665	ASPIN/MOHAVE	22A00360	07/20/2021	22200031	080521ap	2,027.91
Invoice: 22A00360						OPEN PO - Food & supplies for senior meal program			
					2,027.91 35754150 521502	Program Supplies/Equipment			
				ASPIN/MOHAVE	22A00544	07/27/2021	22200061	080521ap	2,130.01
Invoice: 22A00544						Annual maintenance fee for ASPIN food purchasing c			
					2,130.01 35754150 521502	Program Supplies/Equipment			
				ASPIN/MOHAVE	22A00620	07/29/2021	22200031	080521ap	1,877.54
Invoice: 22A00620						OPEN PO - Food & supplies for senior meal program			
					1,877.54 35754150 521502	Program Supplies/Equipment			
						CHECK 137153 TOTAL:			6,035.46

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
137154	08/05/2021	PRTD	1177	ARIZONA PUBLIC SERVICE	WA560379	08/03/2021	080521ap		146,639.78
Invoice: WA560379						247th Ave. Street Lights			
				146,639.78 50213170 543070		247 Ave Paving, LBuck-Durango			
								CHECK 137154 TOTAL:	146,639.78
137155	08/05/2021	PRTD	5077	BUCKEYE MAIN STREET COALITION	20	08/03/2021	22200317 080521ap		17,250.00
Invoice: 20						City Council Approved (MOU) FY 2022			
				17,250.00 10004150 520038		Contributions to Civic Organiz			
								CHECK 137155 TOTAL:	17,250.00
137156	08/05/2021	PRTD	1274	CALVERT OIL COMPANY	149346	07/02/2021	080521ap		40.57
Invoice: 149346						DIESEL			
				40.57 10003171 522507		Vehicle Fuel			
								CHECK 137156 TOTAL:	40.57
137157	08/05/2021	PRTD	6751	CAREERS IN GOVERNMENT, INC.	11-11690	07/01/2021	22200143 080521ap		3,850.00
Invoice: 11-11690						Annual Membership			
				3,850.00 10001115 520030		Software Maintenance			
								CHECK 137157 TOTAL:	3,850.00
137158	08/05/2021	PRTD	3021	CINTAS CORPORATION NO 3	4088806414	07/01/2021	22200171 080521ap		71.64
Invoice: 4088806414						FY 21/22 - FLEET UNIFORMS			
				71.64 10003171 521922		Uniforms			
				CINTAS CORPORATION NO 3	4089401078	07/08/2021	22200171 080521ap		71.64
Invoice: 4089401078						FY 21/22 - FLEET UNIFORMS			
				71.64 10003171 521922		Uniforms			
				CINTAS CORPORATION NO 3	4090143799	07/15/2021	22200171 080521ap		71.64
Invoice: 4090143799						FY 21/22 - FLEET UNIFORMS			
				71.64 10003171 521922		Uniforms			
				CINTAS CORPORATION NO 3	4090766418	07/22/2021	22200171 080521ap		71.64
Invoice: 4090766418						FY 21/22 - FLEET UNIFORMS			
				71.64 10003171 521922		Uniforms			
				CINTAS CORPORATION NO 3	4091412530	07/29/2021	22200171 080521ap		71.64
Invoice: 4091412530						FY 21/22 - FLEET UNIFORMS			
				71.64 10003171 521922		Uniforms			
				CINTAS CORPORATION NO 3	4088806431	07/01/2021	22200213 080521ap		89.11
Invoice: 4088806431						FY 21/22 - UNIFORM RENTAL			
				89.11 38103202 521922		Uniforms			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
				CINTAS CORPORATION NO 3	4089401183	07/08/2021	22200213	080521ap	89.12
Invoice: 4089401183						FY 21/22 - UNIFORM RENTAL			
				89.12	38103202 521922	Uniforms			
				CINTAS CORPORATION NO 3	4090143838	07/15/2021	22200213	080521ap	89.12
Invoice: 4090143838						FY 21/22 - UNIFORM RENTAL			
				89.12	38103202 521922	Uniforms			
				CINTAS CORPORATION NO 3	4090766503	07/22/2021	22200213	080521ap	89.12
Invoice: 4090766503						FY 21/22 - UNIFORM RENTAL			
				89.12	38103202 521922	Uniforms			
				CINTAS CORPORATION NO 3	4091412607	07/29/2021	22200213	080521ap	89.12
Invoice: 4091412607						FY 21/22 - UNIFORM RENTAL			
				89.12	38103202 521922	Uniforms			
						CHECK	137158 TOTAL:		803.79
137159	08/05/2021	PRTD	1308	CITY OF PHOENIX	400944592	07/21/2021	22200158	080521ap	2,960.64
Invoice: 400944592						RWC O&M Costs			
				2,960.64	10002140 520041	RWC Subscriber Fees			
				CITY OF PHOENIX	400944540	07/20/2021	22200158	080521ap	54,445.55
Invoice: 400944540						RWC O&M Costs			
				40,869.52	10002121 520041	RWC Subscriber Fees			
				13,576.03	10002140 520041	RWC Subscriber Fees			
				CITY OF PHOENIX	400944499	07/19/2021	22200158	080521ap	38,646.30
Invoice: 400944499						RWC O&M Costs			
				29,009.82	10002121 520041	RWC Subscriber Fees			
				9,636.48	10002140 520041	RWC Subscriber Fees			
				CITY OF PHOENIX	400944941	07/27/2021	22200158	080521ap	8,145.27
Invoice: 400944941						RWC O&M Costs			
				8,145.27	10002140 520041	RWC Subscriber Fees			
						CHECK	137159 TOTAL:		104,197.76
137160	08/05/2021	PRTD	1320	COMMERCIAL REFRIGERATION SERVICE,	64520	07/08/2021	22200185	080521ap	235.29
Invoice: 64520						FY 21/22 - CITYWIDE ICE MACHINE R/M			
				235.29	10003172 520525	Hardware Maintenance			
						CHECK	137160 TOTAL:		235.29
137161	08/05/2021	PRTD	5337	DESERT CHOICE TRANSPORT, LLC	6264	07/15/2021	22200122	080521ap	6,998.75
Invoice: 6264						Summer youth programs transportation for field tri			
				6,998.75	10004153 520015	Contractual Svc BASE			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
							CHECK	137161 TOTAL:	6,998.75
137162	08/05/2021	PRTD	3032	ECD SYSTEMS LLC	17245	06/09/2021	22200178	080521ap	26.00
Invoice: 17245						FY 21/22 - CITYWIDE FIRE MONITORING			
					26.00 10003172 526121	On-line Subscriptions			
				ECD SYSTEMS LLC	17246	06/09/2021	22200178	080521ap	26.00
Invoice: 17246						FY 21/22 - CITYWIDE FIRE MONITORING			
					26.00 10003172 526121	On-line Subscriptions			
				ECD SYSTEMS LLC	17247	06/09/2021	22200173	080521ap	26.00
Invoice: 17247						FY 21/22 - SUNDANCE FIRE ALARM MONITORING			
					26.00 10003176 526121	On-line Subscriptions			
				ECD SYSTEMS LLC	17248	06/09/2021	22200173	080521ap	26.00
Invoice: 17248						FY 21/22 - SUNDANCE FIRE ALARM MONITORING			
					26.00 10003176 526121	On-line Subscriptions			
				ECD SYSTEMS LLC	17249	06/09/2021	22200173	080521ap	26.00
Invoice: 17249						FY 21/22 - SUNDANCE FIRE ALARM MONITORING			
					26.00 10003176 526121	On-line Subscriptions			
				ECD SYSTEMS LLC	17250	06/09/2021	22200178	080521ap	44.00
Invoice: 17250						FY 21/22 - CITYWIDE FIRE MONITORING			
					44.00 10003172 526121	On-line Subscriptions			
				ECD SYSTEMS LLC	17251	06/09/2021	22200178	080521ap	44.00
Invoice: 17251						FY 21/22 - CITYWIDE FIRE MONITORING			
					44.00 10003172 526121	On-line Subscriptions			
				ECD SYSTEMS LLC	17253	06/09/2021	22200178	080521ap	44.00
Invoice: 17253						FY 21/22 - CITYWIDE FIRE MONITORING			
					44.00 10003172 526121	On-line Subscriptions			
				ECD SYSTEMS LLC	17254	06/09/2021	22200178	080521ap	44.00
Invoice: 17254						FY 21/22 - CITYWIDE FIRE MONITORING			
					44.00 10003172 526121	On-line Subscriptions			
				ECD SYSTEMS LLC	17255	06/09/2021	22200178	080521ap	46.00
Invoice: 17255						FY 21/22 - CITYWIDE FIRE MONITORING			
					46.00 10003172 526121	On-line Subscriptions			
				ECD SYSTEMS LLC	17256	06/09/2021	22200178	080521ap	26.00
Invoice: 17256						FY 21/22 - CITYWIDE FIRE MONITORING			
					26.00 10003172 526121	On-line Subscriptions			
							CHECK	137162 TOTAL:	378.00

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
137163	08/05/2021	PRTD	1414	EWING IRRIGATION PRODUCTS INC	14845266	07/28/2021	22200057	080521ap	51.20
Invoice: 14845266					OPEN PO - Parks irrigation				
					51.20 10004155 520586 Irrigation Systems Parts/Mater				
								CHECK 137163 TOTAL:	51.20
137164	08/05/2021	PRTD	1440	FLEETPRIDE, INC	77461696	07/09/2021	22200301	080521ap	161.50
Invoice: 77461696					AUTOMOTIVE / EQUIPMENT AND PARTS				
					161.50 10003171 522155 Operational Supplies				
				FLEETPRIDE, INC	78260594	07/21/2021	22200301	080521ap	84.24
Invoice: 78260594					AUTOMOTIVE / EQUIPMENT AND PARTS				
					33.11 10003171 522155 Operational Supplies				
					51.13 38103202 521508 Automotive Expenses				
				FLEETPRIDE, INC	78472998	07/24/2021	22200301	080521ap	11.98
Invoice: 78472998					AUTOMOTIVE / EQUIPMENT AND PARTS				
					11.98 10003171 522155 Operational Supplies				
				FLEETPRIDE, INC	78260859	07/21/2021	22200301	080521ap	115.76
Invoice: 78260859					AUTOMOTIVE / EQUIPMENT AND PARTS				
					115.76 10003171 522155 Operational Supplies				
								CHECK 137164 TOTAL:	373.48
137165	08/05/2021	PRTD	3037	FORESITE DESIGN & CONSTRUCTION IN	22101078 Pay app 4	07/30/2021	22101078	080521ap	41,142.66
Invoice: 22101078 Pay app 4					DO#2 Charman Bldg. TI				
					41,142.66 50211000 543082 Charman Bldg Space Plan				
								CHECK 137165 TOTAL:	41,142.66
137166	08/05/2021	PRTD	5719	FREIGHTLINER OF ARIZONA, LLC	XA310424789:01	07/13/2021	22200300	080521ap	924.91
Invoice: XA310424789:01					AUTOMOTIVE VEHICLES AND RELATED TRANSPORTATION EQU				
					924.91 10003171 522155 Operational Supplies				
				FREIGHTLINER OF ARIZONA, LLC	XA310427080:01	07/19/2021	22200300	080521ap	644.10
Invoice: XA310427080:01					AUTOMOTIVE VEHICLES AND RELATED TRANSPORTATION EQU				
					644.10 10003171 522155 Operational Supplies				
				FREIGHTLINER OF ARIZONA, LLC	XA310399365:01	05/12/2021	22200300	080521ap	-141.95
Invoice: XA310399365:01					AUTOMOTIVE VEHICLES AND RELATED TRANSPORTATION EQU				
					-141.95 10003171 522155 Operational Supplies				
				FREIGHTLINER OF ARIZONA, LLC	XA310424789:02	07/13/2021	22200300	080521ap	296.47
Invoice: XA310424789:02					AUTOMOTIVE VEHICLES AND RELATED TRANSPORTATION EQU				
					296.47 10003171 522155 Operational Supplies				

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
							CHECK	137166 TOTAL:	1,723.53
137167	08/05/2021	PRTD	1485	GOVERNOR'S OFFICE OF HIGHWAY SAFE	082021	08/02/2021		080521ap	500.00
Invoice: 082021						Reg- Sgt. Halim, Ofc. Price, Durham, Herron, Brown			
					500.00 10002121 526110	Conference and Seminars			
							CHECK	137167 TOTAL:	500.00
137168	08/05/2021	PRTD	1497	HAMILTON'S TOWING	105237	07/16/2021	22200188	080521ap	52.50
Invoice: 105237						VEHICLE TOWING-ON CALL SERVICE			
					52.50 10003171 520033	Vehicle Towing			
				HAMILTON'S TOWING	105253	07/18/2021	22200188	080521ap	67.50
Invoice: 105253						VEHICLE TOWING-ON CALL SERVICE			
					67.50 10003171 520033	Vehicle Towing			
				HAMILTON'S TOWING	105272	07/27/2021	22200188	080521ap	127.00
Invoice: 105272						VEHICLE TOWING-ON CALL SERVICE			
					127.00 10003171 520033	Vehicle Towing			
							CHECK	137168 TOTAL:	247.00
137169	08/05/2021	PRTD	1522	HUGHES FIRE EQUIPMENT INC	565603	07/13/2021	22200284	080521ap	14.64
Invoice: 565603						AUTOMOTIVE ACCESSORIES FOR AUTOMOBILES, BUSES, TRA			
					14.64 10003171 522155	Operational Supplies			
				HUGHES FIRE EQUIPMENT INC	566148	07/27/2021	22200284	080521ap	42.88
Invoice: 566148						AUTOMOTIVE ACCESSORIES FOR AUTOMOBILES, BUSES, TRA			
					42.88 10003171 522155	Operational Supplies			
							CHECK	137169 TOTAL:	57.52
137170	08/05/2021	PRTD	3050	INNOVATIVE INTERFACES INC	INV-INC29010	07/15/2021	22200268	080521ap	1,258.34
Invoice: INV-INC29010						LIBRARY AND SUBSCRIPTION SERVICES (INCLUDES RESEAR			
					1,258.34 10004151 520030	Software Maintenance			
							CHECK	137170 TOTAL:	1,258.34
137171	08/05/2021	PRTD	1589	KRONOS INCORPORATED	11791688	07/22/2021	22200003	080521ap	8,042.47
Invoice: 11791688						Kronos Telestaff Renewal			
					8,042.47 10001189 520030	Software Maintenance			
				KRONOS INCORPORATED	11791686	07/22/2021	22200003	080521ap	6,624.93
Invoice: 11791686						Kronos Telestaff Renewal			
					6,624.93 10001189 520030	Software Maintenance			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
							CHECK	137171 TOTAL:	14,667.40
137172	08/05/2021	PRTD	1605	LAYER 8, LLC	1626	07/12/2021	22200111	080521ap	3,322.00
	Invoice: 1626					TASK ORDER #53 - APPLICATION SUPPORT			
					3,322.00 10001189 520018	General Contractual Services			
				LAYER 8, LLC	1625	07/12/2021	22200113	080521ap	8,400.00
	Invoice: 1625					TASK ORDER #52 - FIELD OPERATION SUPPORT			
					8,400.00 10001189 520018	General Contractual Services			
				LAYER 8, LLC	1624	07/12/2021	22200109	080521ap	20,000.00
	Invoice: 1624					TASK ORDER #51 - IT OPERATIONAL SUPPORT			
					20,000.00 10001189 520018	General Contractual Services			
				LAYER 8, LLC	1627	07/29/2021	22200113	080521ap	5,250.00
	Invoice: 1627					TASK ORDER #52 - FIELD OPERATION SUPPORT			
					5,250.00 10001189 520018	General Contractual Services			
							CHECK	137172 TOTAL:	36,972.00
137173	08/05/2021	PRTD	5693	LEADERSHIP WEST	1912	07/01/2021	22200150	080521ap	5,000.00
	Invoice: 1912					Sponsorship for Leadership West			
					5,000.00 10001115 520037	Professional Services General			
							CHECK	137173 TOTAL:	5,000.00
137174	08/05/2021	PRTD	1621	LOGICALIS, INC	IN199690	07/22/2021	22200085	080521ap	9,146.67
	Invoice: IN199690					INTRADA RENEWAL			
					9,146.67 10001189 520032	Telecom Services			
							CHECK	137174 TOTAL:	9,146.67
137175	08/05/2021	PRTD	5342	M & M PORTABLE TOILETS LLC	I6829	07/27/2021	22200146	080521ap	163.95
	Invoice: I6829					Pot-a-John Rental at Cemetery			
					163.95 50012140 521505	Equipment Rental			
				M & M PORTABLE TOILETS LLC	I6843	07/27/2021	22200040	080521ap	125.70
	Invoice: I6843					Portable Toilet Rental			
					125.70 10002140 521505	Equipment Rental			
							CHECK	137175 TOTAL:	289.65
137176	08/05/2021	PRTD	6138	MARICOPA COUNTY DEPARTMENT OF EME	IGA FY22	07/27/2021		080521ap	4,634.66
	Invoice: IGA FY22					IGA Assessment due			
					4,634.66 10001110 520037	Professional Services General			

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
						CHECK		137176 TOTAL:	4,634.66
137177	08/05/2021	PRTD	1658	MARIPOSA LANDSCAPE ARIZONA INC	28088	04/19/2021		080521ap	1,809.00
	Invoice: 28088					WEED ABATEMENT			
					1,809.00 40013222 520035	Landscaping			
				MARIPOSA LANDSCAPE ARIZONA INC	28089	04/19/2021		080521ap	304.00
	Invoice: 28089					WEED ABATEMENT			
					304.00 40013225 520035	Landscaping			
						CHECK		137177 TOTAL:	2,113.00
137178	08/05/2021	PRTD	1687	MUNICIPAL EMERGENCY SERVICES	IN1602916	07/26/2021	22200081	080521ap	600.00
	Invoice: IN1602916					SCBA Mask and Equipment			
					600.00 10002140 520525	Hardware Maintenance			
				MUNICIPAL EMERGENCY SERVICES	IN1600955	07/20/2021	22200081	080521ap	4,032.76
	Invoice: IN1600955					SCBA Mask and Equipment			
					4,032.76 10002140 520525	Hardware Maintenance			
						CHECK		137178 TOTAL:	4,632.76
137179	08/05/2021	PRTD	1689	MYERS TIRE SUPPLY DISTRIBUTION	13534958	07/22/2021	22200186	080521ap	58.81
	Invoice: 13534958					AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS			
					58.81 10003171 522155	Operational Supplies			
				MYERS TIRE SUPPLY DISTRIBUTION	13534439	07/13/2021	22200186	080521ap	50.38
	Invoice: 13534439					AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS			
					50.38 10003171 522155	Operational Supplies			
						CHECK		137179 TOTAL:	109.19
137180	08/05/2021	PRTD	5513	PARTS MART	858800P	07/01/2021	22200303	080521ap	790.07
	Invoice: 858800P					AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS			
					790.07 10003171 522155	Operational Supplies			
				PARTS MART	859357P	07/05/2021	22200303	080521ap	187.88
	Invoice: 859357P					AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS			
					187.88 10003171 522155	Operational Supplies			
				PARTS MART	CM857335P	07/01/2021	22200303	080521ap	-11.00
	Invoice: CM857335P					AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS			
					-11.00 10003171 522155	Operational Supplies			
				PARTS MART	861096P	07/13/2021	22200303	080521ap	618.55
	Invoice: 861096P					AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS			
					618.55 10003171 522155	Operational Supplies			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
				PARTS MART	862860P	07/21/2021	22200303	080521ap	563.90
Invoice: 862860P						AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS			
					563.90 10003171 522155	Operational Supplies			
				PARTS MART	864491P	07/29/2021	22200303	080521ap	253.89
Invoice: 864491P						AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS			
					253.89 40013220 521508	Automotive Expenses			
						CHECK	137180 TOTAL:		2,403.29
137181	08/05/2021	PRTD	6815	WHITE TANKS GOJU RYU	082021	08/02/2021	22200276	080521ap	615.00
Invoice: 082021						EDUCATIONAL/TRAINING SERVICES			
					615.00 10004160 520013	Contract Instruc-SIC			
						CHECK	137181 TOTAL:		615.00
137182	08/05/2021	PRTD	6585	PCL CONSTRUCTION, INC	DO#005- Pay app 4	07/31/2021	22100957	080521ap	64,858.35
Invoice: DO#005- Pay app 4						DO #5 FESTIVAL RANCH WRF IMPROVEMENTS			
					64,858.35 40011113 543129	Festival WRF Improvements			
				PCL CONSTRUCTION, INC	DO# 007- Pay app 2	07/31/2021	22101280	080521ap	21,106.37
Invoice: DO# 007- Pay app 2						DO #7 NE LIFT STATION ODOR SCRUBBER			
					21,106.37 40011113 543146	NE Lift Station Odor Scrubber			
						CHECK	137182 TOTAL:		85,964.72
137183	08/05/2021	PRTD	6741	PIPELINE VIDEO INSPECTION, LLC	926722	05/25/2021		080521ap	2,774.08
Invoice: 926722						HYDROVAC SERVICES			
					2,774.08 40013220 520037	Professional Services General			
						CHECK	137183 TOTAL:		2,774.08
137184	08/05/2021	PRTD	6741	PIPELINE VIDEO INSPECTION, LLC	926648	05/19/2021		080521ap	935.23
Invoice: 926648						HYDROVAC SERVICES			
					935.23 40013220 520037	Professional Services General			
				PIPELINE VIDEO INSPECTION, LLC	927006	06/16/2021		080521ap	1,833.75
Invoice: 927006						CCTV INSPECTION			
					1,833.75 40013220 520037	Professional Services General			
						CHECK	137184 TOTAL:		2,768.98
137185	08/05/2021	PRTD	1801	PUBLIC SAFETY CANCER INSURANCE	226145	08/03/2021		080521ap	4,550.00
Invoice: 226145						Public Safety Cancer Insurance - 226145			
					4,550.00 10002140 510435	Cancer Insurance Public Safety			

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
							CHECK	137185 TOTAL:	4,550.00
137186	08/05/2021	PRTD	1801	PUBLIC SAFETY CANCER INSURANCE	226146	08/03/2021		080521ap	4,800.00
	Invoice: 226146					Public Safety Cancer Insurance - 226146			
					4,800.00 10002121 510435	Cancer Insurance Public Safety			
							CHECK	137186 TOTAL:	4,800.00
137187	08/05/2021	PRTD	1805	PURCELL TIRE COMPANY	60260109	07/08/2021	22200287	080521ap	1,515.71
	Invoice: 60260109					TIRES AND TUBES (INCL. RECAPPED/RETREADED TIRES)			
					1,515.71 10003171 521528	Tires			
							CHECK	137187 TOTAL:	1,515.71
137188	08/05/2021	PRTD	6903	RELX INC.	3093359632	07/31/2021	22200015	080521ap	103.84
	Invoice: 3093359632					SUBSCRIPTION SERVICES (Legal Resource Subscriptio			
					103.84 10002120 526121	On-line Subscriptions			
							CHECK	137188 TOTAL:	103.84
137189	08/05/2021	PRTD	5716	BLUECOSMO	BU01351109	07/24/2021	22200119	080521ap	164.40
	Invoice: BU01351109					SATELLITE CELLPHONE SERVICE			
					164.40 35772140 523013	Nuc Emerg. Mgmt Expenditure			
							CHECK	137189 TOTAL:	164.40
137190	08/05/2021	PRTD	1849	ROOSEVELT IRRIGATION DISTRICT	103121779	05/01/2021		080521ap	2,885.12
	Invoice: 103121779					MAY 2021 CONNECTION FEE			
					2,885.12 40013220 526027	RID Recharge Fees			
							CHECK	137190 TOTAL:	2,885.12
137191	08/05/2021	PRTD	2170	RWC INTERNATIONAL LTD	XA101036341:01	07/21/2021	22200167	080521ap	193.04
	Invoice: XA101036341:01					EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR AUTO			
					193.04 40003210 521508	Automotive Expenses			
							CHECK	137191 TOTAL:	193.04
137192	08/05/2021	PRTD	1869	SAN TAN FORD	F211413	07/28/2021	22100919	080521ap	38,933.74
	Invoice: F211413					AUTOMOBILES, SCHOOL BUSES, SUVS, AND VANS (INCLUDI			
					38,933.74 10003173 541210	Automobiles			
				SAN TAN FORD	F211414	07/28/2021	22100919	080521ap	38,933.74
	Invoice: F211414					AUTOMOBILES, SCHOOL BUSES, SUVS, AND VANS (INCLUDI			
					38,933.74 10003173 541210	Automobiles			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
								CHECK 137192 TOTAL:	77,867.48
137193	08/05/2021	PRTD	5310	SANDS CHEVROLET, LLC	134168	07/07/2021	22200282	080521ap	293.60
Invoice: 134168					293.60 10003171 522155	AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS Operational Supplies			
				SANDS CHEVROLET, LLC	134215	07/12/2021	22200282	080521ap	91.64
Invoice: 134215					91.64 10003171 522155	AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS Operational Supplies			
				SANDS CHEVROLET, LLC	134708	07/26/2021	22200282	080521ap	47.14
Invoice: 134708					47.14 10003171 522155	AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS Operational Supplies			
				SANDS CHEVROLET, LLC	570982	07/09/2021	22200282	080521ap	89.95
Invoice: 570982					89.95 10003171 520505	AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS Vehicle & Equipment Repair			
				SANDS CHEVROLET, LLC	134200	07/08/2021	22200282	080521ap	149.11
Invoice: 134200					149.11 10003171 522155	AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS Operational Supplies			
				SANDS CHEVROLET, LLC	134203	07/08/2021	22200282	080521ap	619.27
Invoice: 134203					619.27 10003171 522155	AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS Operational Supplies			
				SANDS CHEVROLET, LLC	134577	07/23/2021	22200282	080521ap	498.87
Invoice: 134577					498.87 10003171 522155	AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS Operational Supplies			
				SANDS CHEVROLET, LLC	134628	07/23/2021	22200282	080521ap	220.95
Invoice: 134628					220.95 10003171 522155	AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS Operational Supplies			
				SANDS CHEVROLET, LLC	134179	07/08/2021	22200282	080521ap	220.95
Invoice: 134179					220.95 10003171 522155	AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS Operational Supplies			
								CHECK 137193 TOTAL:	2,231.48
137194	08/05/2021	PRTD	1858	SHI INTERNATIONAL CORP	B13783908	07/16/2021	22200062	080521ap	11,426.19
Invoice: B13783908					11,426.19 10001189 520030	VEEAM Licensing and Support Software Maintenance			
								CHECK 137194 TOTAL:	11,426.19

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
137195	08/05/2021	PRTD	1910	SIMPSON NORTON CORPORATION	1592903-00	07/14/2021	22200187	080521ap	438.54
Invoice: 1592903-00					LAWN MAINTENANCE EQUIPMENT AND ACCESSORIES (SEE CL				
				438.54 10003171 522155	Operational Supplies				
							CHECK	137195 TOTAL:	438.54
137196	08/05/2021	PRTD	5093	STARGAZING FOR EVERYONE, LLC	SFE-07-2021-SG	07/29/2021	22200273	080521ap	50.00
Invoice: SFE-07-2021-SG					EDUCATIONAL/TRAINING SERVICES				
				50.00 10004160 520013	Contract Instruc-SIC				
							CHECK	137196 TOTAL:	50.00
137197	08/05/2021	PRTD	5542	THE LUNSFORD GROUP LLC	1174	08/01/2021	22200097	080521ap	4,000.00
Invoice: 1174					FY21-22 Intergovernmental Consulting Services				
				4,000.00 10001101 520047	Government Relations Program				
							CHECK	137197 TOTAL:	4,000.00
137198	08/05/2021	PRTD	2035	UNIFIRST CORPORATION	3152421530	08/04/2021	22200055	080521ap	9.47
Invoice: 3152421530					OPEN PO - Kitchen towels & aprons for senior cent				
				9.47 35754150 521502	Program Supplies/Equipment				
							CHECK	137198 TOTAL:	9.47
137199	08/05/2021	PRTD	6095	VARGYAS NETWORKS, INC	1000236214	07/21/2021	22200130	080521ap	3,976.57
Invoice: 1000236214					Replace and upgrade cabling, routers and Ubiquiti				
				1,281.38 10001192 521523	Equipment <$5,000				
				2,695.19 10001192 522155	Operational Supplies				
							CHECK	137199 TOTAL:	3,976.57
137200	08/05/2021	PRTD	5425	VORTEX INDUSTRIES	20-1520244	07/12/2021	22200193	080521ap	2,999.10
Invoice: 20-1520244					FY 21/22 - CITYWIDE DOOR MAINTENANCE ON EXISTING				
				2,999.10 10003172 520525	Hardware Maintenance				
							CHECK	137200 TOTAL:	2,999.10
137201	08/05/2021	PRTD	2127	ZOHO CORPORATION	2305714	07/27/2021	22200128	080521ap	24,966.38
Invoice: 2305714					Manage Engine Renewal				
				24,966.38 10001189 520030	Software Maintenance				
							CHECK	137201 TOTAL:	24,966.38

NUMBER OF CHECKS 53 *** CASH ACCOUNT TOTAL *** 650,292.10

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	53	650,292.10

*** GRAND TOTAL *** 650,292.10

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

SRC	ACCOUNT	EFF DATE	JNL	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022	2		186									
APP	1000-201000							Accounts Payable			358,368.27	
		08/05/2021	080521ap	ap0805				AP CASH DISBURSEMENTS JOURNAL				
APP	9999-104000							Cash in Bank - Checking				650,292.10
		08/05/2021	080521ap	ap0805				AP CASH DISBURSEMENTS JOURNAL				
APP	4000-201000							Accounts Payable			511.60	
		08/05/2021	080521ap	ap0805				AP CASH DISBURSEMENTS JOURNAL				
APP	3575-201000							Accounts Payable			6,044.93	
		08/05/2021	080521ap	ap0805				AP CASH DISBURSEMENTS JOURNAL				
APP	5021-201000							Accounts Payable			187,782.44	
		08/05/2021	080521ap	ap0805				AP CASH DISBURSEMENTS JOURNAL				
APP	3810-201000							Accounts Payable			496.72	
		08/05/2021	080521ap	ap0805				AP CASH DISBURSEMENTS JOURNAL				
APP	5001-201000							Accounts Payable			163.95	
		08/05/2021	080521ap	ap0805				AP CASH DISBURSEMENTS JOURNAL				
APP	4001-201000							Accounts Payable			96,759.79	
		08/05/2021	080521ap	ap0805				AP CASH DISBURSEMENTS JOURNAL				
APP	3577-201000							Accounts Payable			164.40	
		08/05/2021	080521ap	ap0805				AP CASH DISBURSEMENTS JOURNAL				
											650,292.10	650,292.10
								GENERAL LEDGER TOTAL				
APP	9999-201010							DT DF			650,292.10	
		08/05/2021	080521ap	ap0805								
APP	1000-101010							Pooled Cash Equity				358,368.27
		08/05/2021	080521ap	ap0805								
APP	4000-101010							Pooled Cash Equity				511.60
		08/05/2021	080521ap	ap0805								
APP	3575-101010							Pooled Cash Equity				6,044.93
		08/05/2021	080521ap	ap0805								
APP	5021-101010							Pooled Cash Equity				187,782.44
		08/05/2021	080521ap	ap0805								
APP	3810-101010							Pooled Cash Equity				496.72
		08/05/2021	080521ap	ap0805								
APP	5001-101010							Pooled Cash Equity				163.95
		08/05/2021	080521ap	ap0805								
APP	4001-101010							Pooled Cash Equity				96,759.79
		08/05/2021	080521ap	ap0805								
APP	3577-101010							Pooled Cash Equity				164.40
		08/05/2021	080521ap	ap0805								
											650,292.10	650,292.10
								SYSTEM GENERATED ENTRIES TOTAL				
											1,300,584.20	1,300,584.20
								JOURNAL 2022/02/186 TOTAL				

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
1000 General Fund	2022	2	186	08/05/2021			
1000-101010				Pooled Cash Equity			358,368.27
1000-201000				Accounts Payable		358,368.27	
					FUND TOTAL	358,368.27	358,368.27
3575 Area Agency on Aging	2022	2	186	08/05/2021			
3575-101010				Pooled Cash Equity			6,044.93
3575-201000				Accounts Payable		6,044.93	
					FUND TOTAL	6,044.93	6,044.93
3577 Nuclear Emergency Management	2022	2	186	08/05/2021			
3577-101010				Pooled Cash Equity			164.40
3577-201000				Accounts Payable		164.40	
					FUND TOTAL	164.40	164.40
3810 Highway User Revenue Fund	2022	2	186	08/05/2021			
3810-101010				Pooled Cash Equity			496.72
3810-201000				Accounts Payable		496.72	
					FUND TOTAL	496.72	496.72
4000 Water Utility Fund	2022	2	186	08/05/2021			
4000-101010				Pooled Cash Equity			511.60
4000-201000				Accounts Payable		511.60	
					FUND TOTAL	511.60	511.60
4001 Wastewater Fund	2022	2	186	08/05/2021			
4001-101010				Pooled Cash Equity			96,759.79
4001-201000				Accounts Payable		96,759.79	
					FUND TOTAL	96,759.79	96,759.79
5001 Cemetery Improvement Fund	2022	2	186	08/05/2021			
5001-101010				Pooled Cash Equity			163.95
5001-201000				Accounts Payable		163.95	
					FUND TOTAL	163.95	163.95
5021 CIP General	2022	2	186	08/05/2021			
5021-101010				Pooled Cash Equity			187,782.44
5021-201000				Accounts Payable		187,782.44	
					FUND TOTAL	187,782.44	187,782.44
9999 Pooled Cash	2022	2	186	08/05/2021			

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
9999-104000				Cash in Bank - Checking		650,292.10
9999-201010				DT DF	650,292.10	
				FUND TOTAL	650,292.10	650,292.10

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
1000	General Fund		358,368.27
3575	Area Agency on Aging		6,044.93
3577	Nuclear Emergency Management		164.40
3810	Highway User Revenue Fund		496.72
4000	Water Utility Fund		511.60
4001	Wastewater Fund		96,759.79
5001	Cemetery Improvement Fund		163.95
5021	CIP General		187,782.44
9999	Pooled Cash	650,292.10	
	TOTAL	650,292.10	650,292.10

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
137282	08/12/2021	PRTD	3040	GLOBAL WATER RESOURCES INC	1062	08/06/2021	22200402	081221ap	408,342.90
Invoice: 1062					Missed Connections per Audit				
				408,342.90	40003210 523060 Global Growth Premium				
								CHECK 137282 TOTAL:	408,342.90

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 408,342.90

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	408,342.90

*** GRAND TOTAL *** 408,342.90

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022 2 465									
APP 4000-201000					Accounts Payable			408,342.90	
08/12/2021	081221ap	ap0812			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				408,342.90
08/12/2021	081221ap	ap0812			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			408,342.90	408,342.90
APP 9999-201010					DT DF			408,342.90	
08/12/2021	081221ap	ap0812							
APP 4000-101010					Pooled Cash Equity				408,342.90
08/12/2021	081221ap	ap0812							
					SYSTEM GENERATED ENTRIES TOTAL			408,342.90	408,342.90
					JOURNAL 2022/02/465 TOTAL			816,685.80	816,685.80

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
4000 Water Utility Fund	2022	2	465	08/12/2021		
4000-101010				Pooled Cash Equity		408,342.90
4000-201000				Accounts Payable	408,342.90	
				FUND TOTAL	408,342.90	408,342.90
9999 Pooled Cash	2022	2	465	08/12/2021		
9999-104000				Cash in Bank - Checking		408,342.90
9999-201010				DT DF	408,342.90	
				FUND TOTAL	408,342.90	408,342.90

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
4000 Water Utility Fund		408,342.90
9999 Pooled Cash	408,342.90	
TOTAL	408,342.90	408,342.90

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
137440	08/25/2021	PRTD	6456	3 MINUTE BUCKEYE LLC	June Invoice	08/06/2021	22200427	082521AP	95.94
				3 MINUTE BUCKEYE LLC	July Invoice	08/06/2021	22200427	082521AP	95.94
								CHECK 137440 TOTAL:	191.88
137441	08/25/2021	PRTD	1130	ARIZONA SECTION IMSA	380563	08/10/2021	22200198	082521AP	40.00
								CHECK 137441 TOTAL:	40.00
137442	08/25/2021	PRTD	1303	CITY ELECTRIC SUPPLY	GOO/064901	07/29/2021	22200180	082521AP	47.10
								CHECK 137442 TOTAL:	47.10
137443	08/25/2021	PRTD	5295	DELL MARKETING L.P.	10510886420	08/12/2021	22200407	082521AP	1,330.49
				DELL MARKETING L.P.	10511314118	08/14/2021	22200418	082521AP	1,392.32
								CHECK 137443 TOTAL:	2,722.81
137444	08/25/2021	PRTD	1426	FACTORY MOTOR PARTS CO	10-1443550	07/01/2021	22200368	082521AP	410.00
				FACTORY MOTOR PARTS CO	10-1444550	07/13/2021	22200368	082521AP	56.86
				FACTORY MOTOR PARTS CO	7-3344292	07/13/2021	22200368	082521AP	847.72
				FACTORY MOTOR PARTS CO	10-1444691	07/14/2021	22200368	082521AP	17.44
				FACTORY MOTOR PARTS CO	7-3345604	07/14/2021	22200368	082521AP	1,646.56
				FACTORY MOTOR PARTS CO	7-3352813	07/21/2021	22200368	082521AP	352.92
				FACTORY MOTOR PARTS CO	10-1445284	07/21/2021	22200368	082521AP	595.00
				FACTORY MOTOR PARTS CO	7-3358758	07/28/2021	22200368	082521AP	56.86
				FACTORY MOTOR PARTS CO	10-1445795	07/28/2021	22200368	082521AP	322.72
				FACTORY MOTOR PARTS CO	10-1445398	07/22/2021	22200368	082521AP	89.00
				FACTORY MOTOR PARTS CO	10-1445890	07/29/2021	22200368	082521AP	112.69
				FACTORY MOTOR PARTS CO	10-1445946	07/29/2021	22200368	082521AP	-85.15
				FACTORY MOTOR PARTS CO	10-1446057	07/30/2021	22200368	082521AP	-122.50

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
								CHECK 137444 TOTAL:	4,300.12
137445	08/25/2021	PRTD	1440	FLEETPRIDE, INC	80119445	08/17/2021	22200301	082521AP	28.40
				FLEETPRIDE, INC	80140936	08/17/2021	22200301	082521AP	147.60
				FLEETPRIDE, INC	80245991	08/19/2021	22200301	082521AP	108.10
				FLEETPRIDE, INC	80341451	08/20/2021	22200301	082521AP	58.56
				FLEETPRIDE, INC	79167172	08/04/2021	22200301	082521AP	141.52
								CHECK 137445 TOTAL:	484.18
137446	08/25/2021	PRTD	1485	GOVERNOR'S OFFICE OF HIGHWAY SAFE	GOHS WIRE 08/12/21	08/19/2021		082521AP	5,250.00
								CHECK 137446 TOTAL:	5,250.00
137447	08/25/2021	PRTD	1497	HAMILTON'S TOWING	105335	08/16/2021	22200188	082521AP	111.00
				HAMILTON'S TOWING	105293	08/01/2021	22200188	082521AP	47.50
				HAMILTON'S TOWING	105299	08/04/2021	22200188	082521AP	67.50
								CHECK 137447 TOTAL:	226.00
137448	08/25/2021	PRTD	1522	HUGHES FIRE EQUIPMENT INC	566590	08/06/2021	22200284	082521AP	233.12
				HUGHES FIRE EQUIPMENT INC	566916	08/16/2021	22200284	082521AP	561.25
								CHECK 137448 TOTAL:	794.37
137449	08/25/2021	PRTD	1596	LSH LIGHTS	SI#202011	08/17/2021	22200191	082521AP	42.50
				LSH LIGHTS	SI#201902	07/13/2021	22200191	082521AP	96.94
								CHECK 137449 TOTAL:	139.44
137450	08/25/2021	PRTD	1621	LOGICALIS, INC	IN200284	08/12/2021	22200387	082521AP	14,609.73
								CHECK 137450 TOTAL:	14,609.73
137451	08/25/2021	PRTD	1736	O'REILLY AUTO PARTS	07312021	07/31/2021	22200285	082521AP	1,263.33

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
								CHECK 137451 TOTAL:	1,263.33
137452	08/25/2021	PRTD	1769	PIONEER DISTRIBUTING CO INC	453315	08/05/2021	22200340	082521AP	1,544.11
				PIONEER DISTRIBUTING CO INC	450977	07/06/2021	22200340	082521AP	499.97
				PIONEER DISTRIBUTING CO INC	451361	07/12/2021	22200340	082521AP	2,106.27
								CHECK 137452 TOTAL:	4,150.35
137453	08/25/2021	PRTD	1805	PURCELL TIRE COMPANY	60261932	08/19/2021	22200287	082521AP	2,527.52
								CHECK 137453 TOTAL:	2,527.52
137454	08/25/2021	PRTD	1847	RODEO FORD INC	154511	08/11/2021	22200343	082521AP	3.13
								CHECK 137454 TOTAL:	3.13
137455	08/25/2021	PRTD	1869	SAN TAN FORD	F211422	08/16/2021	22100919	082521AP	38,933.74
				SAN TAN FORD	F211419	08/16/2021	22100919	082521AP	38,933.74
				SAN TAN FORD	F211417	08/16/2021	22100919	082521AP	38,933.74
								CHECK 137455 TOTAL:	116,801.22
137456	08/25/2021	PRTD	5357	SHASTA INDUSTRIES, INC	BLDR-20-17649	05/20/2021		082521AP	209.00
								CHECK 137456 TOTAL:	209.00
137457	08/25/2021	PRTD	5605	NAPA AUTO PARTS	07312021	07/31/2021	22200302	082521AP	1,181.82
								CHECK 137457 TOTAL:	1,181.82

NUMBER OF CHECKS 18 *** CASH ACCOUNT TOTAL *** 154,942.00

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	18	154,942.00

*** GRAND TOTAL *** 154,942.00

JOURNAL ENTRIES TO BE CREATED

CLERK: acruz

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2022 2 889									
APP 4000-201000					Accounts Payable			839.37	
08/25/2021	082521AP	AP0825			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				154,942.00
08/25/2021	082521AP	AP0825			AP CASH DISBURSEMENTS JOURNAL				
APP 4001-201000					Accounts Payable			376.52	
08/25/2021	082521AP	AP0825			AP CASH DISBURSEMENTS JOURNAL				
APP 3810-201000					Accounts Payable			1,356.20	
08/25/2021	082521AP	AP0825			AP CASH DISBURSEMENTS JOURNAL				
APP 1000-201000					Accounts Payable			152,369.91	
08/25/2021	082521AP	AP0825			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			154,942.00	154,942.00
APP 9999-201010					DT DF			154,942.00	
08/25/2021	082521AP	AP0825							
APP 4000-101010					Pooled Cash Equity				839.37
08/25/2021	082521AP	AP0825							
APP 4001-101010					Pooled Cash Equity				376.52
08/25/2021	082521AP	AP0825							
APP 3810-101010					Pooled Cash Equity				1,356.20
08/25/2021	082521AP	AP0825							
APP 1000-101010					Pooled Cash Equity				152,369.91
08/25/2021	082521AP	AP0825							
					SYSTEM GENERATED ENTRIES TOTAL			154,942.00	154,942.00
					JOURNAL 2022/02/889 TOTAL			309,884.00	309,884.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
1000 General Fund	2022	2	889	08/25/2021			
1000-101010				Pooled Cash Equity			152,369.91
1000-201000				Accounts Payable		152,369.91	
					FUND TOTAL	152,369.91	152,369.91
3810 Highway User Revenue Fund	2022	2	889	08/25/2021			
3810-101010				Pooled Cash Equity			1,356.20
3810-201000				Accounts Payable		1,356.20	
					FUND TOTAL	1,356.20	1,356.20
4000 Water Utility Fund	2022	2	889	08/25/2021			
4000-101010				Pooled Cash Equity			839.37
4000-201000				Accounts Payable		839.37	
					FUND TOTAL	839.37	839.37
4001 Wastewater Fund	2022	2	889	08/25/2021			
4001-101010				Pooled Cash Equity			376.52
4001-201000				Accounts Payable		376.52	
					FUND TOTAL	376.52	376.52
9999 Pooled Cash	2022	2	889	08/25/2021			
9999-104000				Cash in Bank - Checking			154,942.00
9999-201010				DT DF		154,942.00	
					FUND TOTAL	154,942.00	154,942.00

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
1000 General Fund		152,369.91
3810 Highway User Revenue Fund		1,356.20
4000 Water Utility Fund		839.37
4001 Wastewater Fund		376.52
9999 Pooled Cash	154,942.00	
TOTAL	154,942.00	154,942.00

** END OF REPORT - Generated by Anacelia Cruz **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
137481	08/26/2021	PRTD	999989	BUCKEYE ELEMENTARY SCHOOL DISTRIC	MILBU0000F	08/11/2021		082621AP	4,501.44
				4,501.44 40003210 523061	Line Extension Reimbursement				
							CHECK	137481 TOTAL:	4,501.44
137482	08/26/2021	PRTD	999989	BUCKEYE ELEMENTARY SCHOOL DISTRIC	MILBU00100E	08/11/2021		082621AP	71.83
				71.83 40003210 523061	Line Extension Reimbursement				
							CHECK	137482 TOTAL:	71.83
137483	08/26/2021	PRTD	999989	BUCKEYE ELEMENTARY SCHOOL DISTRIC	WATES0000EE	08/11/2021		082621AP	147.06
				147.06 40003210 523061	Line Extension Reimbursement				
							CHECK	137483 TOTAL:	147.06
137484	08/26/2021	PRTD	999989	BUCKEYE ELEMENTARY SCHOOL DISTRIC	RAV00000000E	08/11/2021		082621AP	1,038.90
				1,038.90 40003210 523061	Line Extension Reimbursement				
							CHECK	137484 TOTAL:	1,038.90
137485	08/26/2021	PRTD	999989	BUCKEYE UNION HIGH SCHOOL DISTRIC	CMYHS001000	08/11/2021		082621AP	6,003.51
				6,003.51 40003210 523061	Line Extension Reimbursement				
							CHECK	137485 TOTAL:	6,003.51
137486	08/26/2021	PRTD	999989	DR HORTON	SONV1/2000	08/11/2021		082621AP	26,947.25
				26,947.25 40003210 523061	Line Extension Reimbursement				
							CHECK	137486 TOTAL:	26,947.25
137487	08/26/2021	PRTD	999989	H.N.T.,LP	SHOM1001002	08/11/2021		082621AP	89.93
				89.93 40003210 523061	Line Extension Reimbursement				
							CHECK	137487 TOTAL:	89.93
137488	08/26/2021	PRTD	999989	LDS Church	CMLDS001001	08/11/2021		082621AP	920.31
				920.31 40003210 523061	Line Extension Reimbursement				
							CHECK	137488 TOTAL:	920.31
137489	08/26/2021	PRTD	999989	MILLER MARKETPLACE LLC	CMMMA-001-00A	08/11/2021		082621AP	407.80
				407.80 40003210 523061	Line Extension Reimbursement				

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
							CHECK	137489 TOTAL:	407.80
137490	08/26/2021	PRTD	999989	MILLER MARKETPLACE WALGREENS	CMMMA001WAL	08/11/2021	082621AP		279.97
				279.97 40003210 523061	Line Extension Reimbursement				
							CHECK	137490 TOTAL:	279.97
137491	08/26/2021	PRTD	999989	POST DEVELOPMENT GROUP LLC	TSC00-001-001	08/11/2021	082621AP		26.02
				26.02 40003210 523061	Line Extension Reimbursement				
							CHECK	137491 TOTAL:	26.02
137492	08/26/2021	PRTD	999989	SCHOOL HOUSE DEVELOPMENT	CMODY001001	08/11/2021	082621AP		1,709.25
				1,709.25 40003210 523061	Line Extension Reimbursement				
							CHECK	137492 TOTAL:	1,709.25
137493	08/26/2021	PRTD	999989	SHEA HOMES LIMITED PARTNERSHIP	WATES002SHE	08/11/2021	082621AP		9,319.40
				9,319.40 40003210 523061	Line Extension Reimbursement				
							CHECK	137493 TOTAL:	9,319.40
137494	08/26/2021	PRTD	999989	SPEEDSMART 112 INC.	CMSPE0011/6	08/11/2021	082621AP		1,313.32
				1,313.32 40003210 523061	Line Extension Reimbursement				
							CHECK	137494 TOTAL:	1,313.32
137495	08/26/2021	PRTD	999989	TAYLOR MORRISON/ARIZONA INC	WATES001TAY	08/11/2021	082621AP		5,178.59
				5,178.59 40003210 523061	Line Extension Reimbursement				
							CHECK	137495 TOTAL:	5,178.59
137496	08/26/2021	PRTD	999989	TAYLOR MORRISON/ARIZONA, INC.	WATES001/002TAY	08/11/2021	082621AP		3,349.50
				3,349.50 40003210 523061	Line Extension Reimbursement				
							CHECK	137496 TOTAL:	3,349.50
137497	08/26/2021	PRTD	999989	WOODSIDE HOME SALES AZ, LLC	WATES001WOO	08/11/2021	082621AP		9,097.81
				9,097.81 40003210 523061	Line Extension Reimbursement				
							CHECK	137497 TOTAL:	9,097.81

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
137498	08/26/2021	PRTD	999989	WOODSIDE HOME SALES AZ, LLC	WATES002WOO	08/11/2021		082621AP	3,691.94
					3,691.94 40003210 523061 Line Extension Reimbursement				
							CHECK 137498 TOTAL:		3,691.94
					NUMBER OF CHECKS 18		*** CASH ACCOUNT TOTAL ***		74,093.83

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	18	74,093.83

*** GRAND TOTAL *** 74,093.83

JOURNAL ENTRIES TO BE CREATED

CLERK: acruz

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2022 2 941									
APP 4000-201000					Accounts Payable			74,093.83	
08/26/2021	082621AP	AP0826			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				74,093.83
08/26/2021	082621AP	AP0826			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			74,093.83	74,093.83
APP 9999-201010					DT DF			74,093.83	
08/26/2021	082621AP	AP0826							
APP 4000-101010					Pooled Cash Equity				74,093.83
08/26/2021	082621AP	AP0826							
					SYSTEM GENERATED ENTRIES TOTAL			74,093.83	74,093.83
					JOURNAL 2022/02/941	TOTAL		148,187.66	148,187.66

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
4000 Water Utility Fund	2022	2	941	08/26/2021			
4000-101010				Pooled Cash Equity			74,093.83
4000-201000				Accounts Payable		74,093.83	
					FUND TOTAL	74,093.83	74,093.83
9999 Pooled Cash	2022	2	941	08/26/2021			
9999-104000				Cash in Bank - Checking			74,093.83
9999-201010				DT DF		74,093.83	
					FUND TOTAL	74,093.83	74,093.83

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
4000 Water Utility Fund		74,093.83
9999 Pooled Cash	74,093.83	
TOTAL	74,093.83	74,093.83

** END OF REPORT - Generated by Anacelia Cruz **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
137250	08/11/2021	PRTD	1088	AMERICAN TOWER CORP	36179542	08/01/2021	22200244	8112021a	4,974.82
Invoice: 36179542						RWC Tower Lease			
					4,974.82 10002121 521505	Equipment Rental			
						CHECK	137250 TOTAL:		4,974.82
137251	08/11/2021	PRTD	6851	AMILIA CONSULTING USA	INV-0302	07/31/2021	22200148	8112021a	11,172.50
Invoice: INV-0302						Cost recovery and fee study			
					11,172.50 10004150 520037	Professional Services General			
						CHECK	137251 TOTAL:		11,172.50
137252	08/11/2021	PRTD	1043	ASSI SECURITY OF ARIZONA	52239	08/05/2021	22200353	8112021a	32,742.57
Invoice: 52239						BADGES, DOORS, GATES MAINTENANCE RENEWAL			
					32,742.57 10001189 520525	Hardware Maintenance			
						CHECK	137252 TOTAL:		32,742.57
137253	08/11/2021	PRTD	1279	CANON SOLUTIONS AMERICA, INC	58923	06/30/2021	22200192	8112021a	3.06
Invoice: 58923						EQUIPMENT MAINTENANCE AND REPAIR			
					3.06 10005185 520525	Hardware Maintenance			
				CANON SOLUTIONS AMERICA, INC	60050	07/27/2021	22200192	8112021a	532.38
Invoice: 60050						EQUIPMENT MAINTENANCE AND REPAIR			
					532.38 10005185 520525	Hardware Maintenance			
				CANON SOLUTIONS AMERICA, INC	4040370441	07/31/2021	22200149	8112021a	168.30
Invoice: 4040370441						EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR GENE			
					168.30 10005180 520037	Professional Services General			
						CHECK	137253 TOTAL:		703.74
137254	08/11/2021	PRTD	6885	CARAHSOFT TECHNOLOGY CORP	IN1002186	08/03/2021	22200242	8112021a	14,345.63
Invoice: IN1002186						ARPA GRANT: ARPA Allotment			
					170.27 10004151 526121	On-line Subscriptions			
					14,175.36 35764150 521559	ARPA Operating Expenses			
						CHECK	137254 TOTAL:		14,345.63
137255	08/11/2021	PRTD	5029	CDW GOVERNMENT LLC	H384721	07/26/2021	22200095	8112021a	602.70
Invoice: H384721						TWO of 32-in VIEWSONIC MONITORS			
					602.70 10001188 521521	IT Equipment <$5000			
						CHECK	137255 TOTAL:		602.70

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
137256	08/11/2021	PRTD	1308	CITY OF PHOENIX	400944871	07/19/2021	22200033	8112021a	98,095.05
Invoice: 400944871						Dispatch Fees for Regional Dispatch System			
					98,095.05 10002140 520055	Dispatch Fees			
								CHECK 137256 TOTAL:	98,095.05
137257	08/11/2021	PRTD	1388	E-Z TOWING & RECOVERY LLC	263819	07/26/2021	22200321	8112021a	725.50
Invoice: 263819						PD - OPEN PO - Towing			
					725.50 10002121 520033	Vehicle Towing			
								CHECK 137257 TOTAL:	725.50
137258	08/11/2021	PRTD	1414	EWING IRRIGATION PRODUCTS INC	14936361	08/09/2021	22200057	8112021a	71.74
Invoice: 14936361						OPEN PO - Parks irrigation			
					71.74 10004155 520586	Irrigation Systems Parts/Mater			
				EWING IRRIGATION PRODUCTS INC	14910125	08/05/2021	22200057	8112021a	190.43
Invoice: 14910125						OPEN PO - Parks irrigation			
					190.43 10004155 520586	Irrigation Systems Parts/Mater			
								CHECK 137258 TOTAL:	262.17
137259	08/11/2021	PRTD	6551	G4S SECURE SOLUTIONS USA INC	11917140	07/25/2021	22200217	8112021a	837.36
Invoice: 11917140						Security Services - Court/City Hall			
					837.36 10002121 520022	Security Services			
				G4S SECURE SOLUTIONS USA INC	11895572	07/11/2021	22200217	8112021a	837.36
Invoice: 11895572						Security Services - Court/City Hall			
					837.36 10002121 520022	Security Services			
				G4S SECURE SOLUTIONS USA INC	11911175	07/18/2021	22200217	8112021a	848.99
Invoice: 11911175						Security Services - Court/City Hall			
					848.99 10002121 520022	Security Services			
				G4S SECURE SOLUTIONS USA INC	11917130	07/25/2021	22200217	8112021a	1,023.44
Invoice: 11917130						Security Services - Court/City Hall			
					1,023.44 10002121 520022	Security Services			
								CHECK 137259 TOTAL:	3,547.15
137260	08/11/2021	PRTD	1521	HORIZON TOWER LIMITED, LLC	202107	07/01/2021	22200245	8112021a	2,687.83
Invoice: 202107						Tower Lease			
					2,687.83 10002121 521505	Equipment Rental			
				HORIZON TOWER LIMITED, LLC	202108	08/01/2021	22200245	8112021a	2,687.83
Invoice: 202108						Tower Lease			
					2,687.83 10002121 521505	Equipment Rental			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
							CHECK	137260 TOTAL:	5,375.66
137261	08/11/2021	PRTD	1662	JENI MCCUTCHEON,PSY.D.,P.L.L.C.	1900	06/30/2021	22200047	8112021a	2,000.00
Invoice: 1900						Psychological Evaluations - OPEN PO			
					2,000.00 10002121 520029	Pre-Employment Testing			
				JENI MCCUTCHEON,PSY.D.,P.L.L.C.	1949	07/30/2021	22200047	8112021a	1,200.00
Invoice: 1949						Psychological Evaluations - OPEN PO			
					1,200.00 10002121 520029	Pre-Employment Testing			
							CHECK	137261 TOTAL:	3,200.00
137262	08/11/2021	PRTD	5284	KTAG, LLC	073021	08/02/2021	22200319	8112021a	525.00
Invoice: 073021						ALARM UPGRADES AT CHARMAN BLDG			
					525.00 10001192 521523	Equipment <$5,000			
				KTAG, LLC	072921	08/02/2021	22200319	8112021a	900.00
Invoice: 072921						ALARM UPGRADES AT CHARMAN BLDG			
					900.00 10001192 521523	Equipment <$5,000			
							CHECK	137262 TOTAL:	1,425.00
137263	08/11/2021	PRTD	6392	LITCHFIELD TACTICAL, LLC	20210701004	07/01/2021	22200045	8112021a	1,485.00
Invoice: 20210701004						AZ Post Medical Exams			
					1,485.00 10002121 520029	Pre-Employment Testing			
				LITCHFIELD TACTICAL, LLC	20210726001	07/26/2021	22200045	8112021a	570.00
Invoice: 20210726001						AZ Post Medical Exams			
					570.00 10002121 520029	Pre-Employment Testing			
							CHECK	137263 TOTAL:	2,055.00
137264	08/11/2021	PRTD	1621	LOGICALIS, INC	IN199925	07/29/2021	22200009	8112021a	22,400.10
Invoice: IN199925						Cisco Security EA Licensing Renewal			
					22,400.10 10001189 520525	Hardware Maintenance			
				LOGICALIS, INC	IN200102	08/05/2021	22200129	8112021a	60,508.51
Invoice: IN200102						Cisco Security Enterprise Licensing			
					60,508.51 10001189 520525	Hardware Maintenance			
							CHECK	137264 TOTAL:	82,908.61
137265	08/11/2021	PRTD	1622	LOOMIS	12849813	07/31/2021	22200041	8112021a	500.74
Invoice: 12849813						Armored Car Services - Open PO			
					500.74 10002120 520053	Armored Car Services			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
							CHECK	137265 TOTAL:	500.74
137266	08/11/2021	PRTD	1684	MOTOROLA SOLUTIONS, INC	8330198455	07/27/2021	22200018	8112021a	560.00
Invoice: 8330198455					Radio Programming / Repair				
				560.00 10002140 520518	Equip Testing & Certification				
							CHECK	137266 TOTAL:	560.00
137267	08/11/2021	PRTD	1687	MUNICIPAL EMERGENCY SERVICES	IN1603429	07/27/2021	22200066	8112021a	1,471.76
Invoice: IN1603429					FIRE PROTECTION EQUIPMENT AND SUPPLIES				
				1,471.76 10002140 522150	Personal Protective Equipment				
				MUNICIPAL EMERGENCY SERVICES	IN1603894	07/28/2021	22200066	8112021a	20.79
Invoice: IN1603894					FIRE PROTECTION EQUIPMENT AND SUPPLIES				
				20.79 10002140 522150	Personal Protective Equipment				
							CHECK	137267 TOTAL:	1,492.55
137268	08/11/2021	PRTD	6451	NESTLE WATERS NORTH AMERICA	01G6700441336	07/06/2021	22200289	8112021a	69.82
Invoice: 01G6700441336					OPEN PO FOR WATER AT CHARMAN BLDG				
				69.82 10001189 521501	Office Supplies				
				NESTLE WATERS NORTH AMERICA	01M6700459136	08/04/2021	22200050	8112021a	18.24
Invoice: 01M6700459136					Open PO FY 21-22 Nestle				
				18.24 10001102 521501	Office Supplies				
				NESTLE WATERS NORTH AMERICA	01M6700439637	08/03/2021	22200029	8112021a	59.38
Invoice: 01M6700439637					Nestle Bottled Water				
				59.38 10002120 521501	Office Supplies				
				NESTLE WATERS NORTH AMERICA	01M6700439645	08/05/2021	22200216	8112021a	295.36
Invoice: 01M6700439645					COOLERS, DRINKING WATER (WATER FOUNTAINS)				
				295.36 10005180 521501	Office Supplies				
							CHECK	137268 TOTAL:	442.80
137269	08/11/2021	PRTD	999994	Buckeye Valley Historical Society	Buckeye Valley Museu	08/09/2021		8112021a	13,728.00
Invoice: Buckeye Valley Museu					Refund of Funds - Museum facade project				
				13,728.00 50214150 475001	Donations				
							CHECK	137269 TOTAL:	13,728.00
137270	08/11/2021	PRTD	999994	Sonia Roberts	268920	08/09/2021		8112021a	48.00
Invoice: 268920					Refund - Dance Class				
				48.00 1000 204000	Deferred Revenue				

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
							CHECK	137270 TOTAL:	48.00
137271	08/11/2021	PRTD	999996	ANGEL ROMO	BLDR-21-0988	08/09/2021		8112021a	209.00
Invoice: BLDR-21-0988					Project cancelled - BLDR-21-0988 Lot 508				
					209.00 10005180 431600 Vertical Construction				
							CHECK	137271 TOTAL:	209.00
137272	08/11/2021	PRTD	5194	RICOH USA, INC.	9028978273	07/26/2021	22200367	8112021a	16,344.86
Invoice: 9028978273					OPEN PO FOR RICOH SERVICES				
					16,344.86 10001189 520020 Mail Service Center				
							CHECK	137272 TOTAL:	16,344.86
137273	08/11/2021	PRTD	1847	RODEO FORD INC	153212	07/13/2021	22200343	8112021a	317.30
Invoice: 153212					AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS				
					317.30 10003171 522155 Operational Supplies				
				RODEO FORD INC	153676	07/22/2021	22200343	8112021a	11.00
Invoice: 153676					AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS				
					11.00 10003171 522155 Operational Supplies				
				RODEO FORD INC	153627	07/22/2021	22200343	8112021a	499.28
Invoice: 153627					AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS				
					499.28 10003171 522155 Operational Supplies				
				RODEO FORD INC	153873	07/28/2021	22200343	8112021a	55.77
Invoice: 153873					AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS				
					55.77 10003171 522155 Operational Supplies				
				RODEO FORD INC	153874	07/28/2021	22200343	8112021a	381.13
Invoice: 153874					AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS				
					381.13 10003171 522155 Operational Supplies				
				RODEO FORD INC	153884	07/28/2021	22200343	8112021a	284.08
Invoice: 153884					AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS				
					284.08 10003171 522155 Operational Supplies				
				RODEO FORD INC	154106	08/02/2021	22200343	8112021a	154.39
Invoice: 154106					AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS				
					154.39 10003171 522155 Operational Supplies				
							CHECK	137273 TOTAL:	1,702.95
137274	08/11/2021	PRTD	1858	SHI INTERNATIONAL CORP	B13764084	07/14/2021	22200000	8112021a	1,195.51
Invoice: B13764084					PULSE SECURE SUPPORT				
					1,195.51 10001189 520030 Software Maintenance				

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
				SHI INTERNATIONAL CORP	B13880079	08/05/2021	22200318	8112021a	4,400.82
Invoice: B13880079						NETMOTION LICENSING AND SUPPORT			
					4,400.82 10001189 520030	Software Maintenance			
						CHECK 137274 TOTAL:			5,596.33
137275	08/11/2021	PRTD	6161	SOUTHERN TIRE MART, LLC	6100035172	07/13/2021	22200371	8112021a	604.06
Invoice: 6100035172						TIRES AND TUBES (INCL. RECAPPED/RETREADED TIRES)			
					316.58 10003171 521528	Tires			
					287.48 38103202 521508	Automotive Expenses			
				SOUTHERN TIRE MART, LLC	6130048460	07/05/2021	22200371	8112021a	2,714.82
Invoice: 6130048460						TIRES AND TUBES (INCL. RECAPPED/RETREADED TIRES)			
					2,171.99 10003171 521528	Tires			
					542.83 40003210 521508	Automotive Expenses			
				SOUTHERN TIRE MART, LLC	6130049176	07/13/2021	22200371	8112021a	933.16
Invoice: 6130049176						TIRES AND TUBES (INCL. RECAPPED/RETREADED TIRES)			
					933.16 10003171 521528	Tires			
				SOUTHERN TIRE MART, LLC	6130049178	07/13/2021	22200371	8112021a	193.31
Invoice: 6130049178						TIRES AND TUBES (INCL. RECAPPED/RETREADED TIRES)			
					193.31 38103202 521508	Automotive Expenses			
				SOUTHERN TIRE MART, LLC	6100035914	07/28/2021	22200371	8112021a	1,476.62
Invoice: 6100035914						TIRES AND TUBES (INCL. RECAPPED/RETREADED TIRES)			
					1,012.52 40003210 521508	Automotive Expenses			
					464.10 40013220 521508	Automotive Expenses			
				SOUTHERN TIRE MART, LLC	6100035230	07/13/2021	22200371	8112021a	87.97
Invoice: 6100035230						TIRES AND TUBES (INCL. RECAPPED/RETREADED TIRES)			
					87.97 10003171 521528	Tires			
				SOUTHERN TIRE MART, LLC	6100035646	07/27/2021	22200371	8112021a	1,668.05
Invoice: 6100035646						TIRES AND TUBES (INCL. RECAPPED/RETREADED TIRES)			
					1,522.01 10003171 521528	Tires			
					146.04 38103202 521508	Automotive Expenses			
				SOUTHERN TIRE MART, LLC	6130049175	07/13/2021	22200371	8112021a	437.68
Invoice: 6130049175						TIRES AND TUBES (INCL. RECAPPED/RETREADED TIRES)			
					437.68 40003210 521508	Automotive Expenses			
				SOUTHERN TIRE MART, LLC	6100035460	07/20/2021	22200371	8112021a	297.32
Invoice: 6100035460						TIRES AND TUBES (INCL. RECAPPED/RETREADED TIRES)			
					297.32 40003210 521508	Automotive Expenses			
				SOUTHERN TIRE MART, LLC	6100036041	07/29/2021	22200371	8112021a	571.72
Invoice: 6100036041						TIRES AND TUBES (INCL. RECAPPED/RETREADED TIRES)			
					571.72 10003171 521528	Tires			
				SOUTHERN TIRE MART, LLC	6130048731	07/08/2021	22200371	8112021a	683.55

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
Invoice: 6130048731						TIRES AND TUBES (INCL. RECAPPED/RETREADED TIRES)			
					683.55 10003171 521528	Tires			
				SOUTHERN TIRE MART, LLC	6130048733	07/09/2021	22200371	8112021a	1,138.12
Invoice: 6130048733						TIRES AND TUBES (INCL. RECAPPED/RETREADED TIRES)			
					1,138.12 38103202 521508	Automotive Expenses			
				SOUTHERN TIRE MART, LLC	6100035391	07/29/2021	22200371	8112021a	685.71
Invoice: 6100035391						TIRES AND TUBES (INCL. RECAPPED/RETREADED TIRES)			
					685.71 10003171 521528	Tires			
				SOUTHERN TIRE MART, LLC	6130050278	07/29/2021	22200371	8112021a	1,733.36
Invoice: 6130050278						TIRES AND TUBES (INCL. RECAPPED/RETREADED TIRES)			
					1,733.36 10003171 521528	Tires			
				SOUTHERN TIRE MART, LLC	6130050623	07/30/2021	22200371	8112021a	547.10
Invoice: 6130050623						TIRES AND TUBES (INCL. RECAPPED/RETREADED TIRES)			
					547.10 10003171 521528	Tires			
				SOUTHERN TIRE MART, LLC	6100035674	07/27/2021	22200371	8112021a	821.96
Invoice: 6100035674						TIRES AND TUBES (INCL. RECAPPED/RETREADED TIRES)			
					821.96 40013220 521508	Automotive Expenses			
						CHECK	137275	TOTAL:	14,594.51
137276	08/11/2021	PRTD	6284	SOUTHWEST ENVIRONMENTAL, INC.	927533	07/26/2021	22101299	8112021a	18,181.42
Invoice: 927533						APACHE/BROADWAY MANHOLES			
					18,181.42 40011113 543134	Manhole Rehab & Assessment			
						CHECK	137276	TOTAL:	18,181.42
137277	08/11/2021	PRTD	1995	THE ARIZONA REPUBLIC	0004000684	08/05/2021	22200052	8112021a	685.10
Invoice: 0004000684						Open PO FY 21-22 AZ Republic			
					685.10 10001102 523055	Legal Printing and Advertising			
						CHECK	137277	TOTAL:	685.10
137278	08/11/2021	PRTD	1884	THE SEGAL COMPANY	415602	07/31/2021	22200136	8112021a	2,500.01
Invoice: 415602						Benefit Consulting FY 21/22			
					2,500.01 10001115 520037	Professional Services General			
						CHECK	137278	TOTAL:	2,500.01
137279	08/11/2021	PRTD	2038	UNITED FIRE EQUIPMENT	750363	07/28/2021	22200067	8112021a	1,520.61
Invoice: 750363						FIRE PROTECTION EQUIPMENT AND SUPPLIES			
					1,520.61 10002140 522150	Personal Protective Equipment			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
							CHECK	137279 TOTAL:	1,520.61
137280	08/11/2021	PRTD	2061	VERN LEWIS WELDING SUPPLY INC	RI21070198	07/31/2021	22200069	8112021a	108.52
	Invoice: RI21070198					MEDICAL GASES			
				108.52	10002140 522153	Medical Supplies			
				VERN LEWIS WELDING SUPPLY INC	RI21070199	07/31/2021	22200069	8112021a	44.06
	Invoice: RI21070199					MEDICAL GASES			
				44.06	10002140 522153	Medical Supplies			
							CHECK	137280 TOTAL:	152.58
137281	08/11/2021	PRTD	6875	WORLD WIDE TECHNOLOGY LLC	10429631	07/20/2021	22200369	8112021a	2,095.25
	Invoice: 10429631					NETWORKING EQUIPMENT O CONNECT TO PHX FIRE			
				2,095.25	10001192 541111	Computer Hardware >$5,000			
				WORLD WIDE TECHNOLOGY LLC	10432681	07/22/2021	22200369	8112021a	19,294.99
	Invoice: 10432681					NETWORKING EQUIPMENT O CONNECT TO PHX FIRE			
				19,294.99	10001192 541111	Computer Hardware >$5,000			
							CHECK	137281 TOTAL:	21,390.24
					NUMBER OF CHECKS 32	*** CASH ACCOUNT TOTAL ***			361,785.80

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	32	361,785.80

*** GRAND TOTAL *** 361,785.80

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022 2 410									
APP 1000-201000					Accounts Payable			310,359.66	
08/11/2021	8112021a	a81120			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				361,785.80
08/11/2021	8112021a	a81120			AP CASH DISBURSEMENTS JOURNAL				
APP 3576-201000					Accounts Payable			14,175.36	
08/11/2021	8112021a	a81120			AP CASH DISBURSEMENTS JOURNAL				
APP 5021-201000					Accounts Payable			13,728.00	
08/11/2021	8112021a	a81120			AP CASH DISBURSEMENTS JOURNAL				
APP 3810-201000					Accounts Payable			1,764.95	
08/11/2021	8112021a	a81120			AP CASH DISBURSEMENTS JOURNAL				
APP 4000-201000					Accounts Payable			2,290.35	
08/11/2021	8112021a	a81120			AP CASH DISBURSEMENTS JOURNAL				
APP 4001-201000					Accounts Payable			19,467.48	
08/11/2021	8112021a	a81120			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			361,785.80	361,785.80
APP 9999-201010					DT DF			361,785.80	
08/11/2021	8112021a	a81120							
APP 1000-101010					Pooled Cash Equity				310,359.66
08/11/2021	8112021a	a81120							
APP 3576-101010					Pooled Cash Equity				14,175.36
08/11/2021	8112021a	a81120							
APP 5021-101010					Pooled Cash Equity				13,728.00
08/11/2021	8112021a	a81120							
APP 3810-101010					Pooled Cash Equity				1,764.95
08/11/2021	8112021a	a81120							
APP 4000-101010					Pooled Cash Equity				2,290.35
08/11/2021	8112021a	a81120							
APP 4001-101010					Pooled Cash Equity				19,467.48
08/11/2021	8112021a	a81120							
					SYSTEM GENERATED ENTRIES TOTAL			361,785.80	361,785.80
					JOURNAL 2022/02/410 TOTAL			723,571.60	723,571.60

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
1000 General Fund	2022	2	410	08/11/2021			
1000-101010				Pooled Cash Equity			310,359.66
1000-201000				Accounts Payable		310,359.66	
					FUND TOTAL	310,359.66	310,359.66
3576 Community Services Grants	2022	2	410	08/11/2021			
3576-101010				Pooled Cash Equity			14,175.36
3576-201000				Accounts Payable		14,175.36	
					FUND TOTAL	14,175.36	14,175.36
3810 Highway User Revenue Fund	2022	2	410	08/11/2021			
3810-101010				Pooled Cash Equity			1,764.95
3810-201000				Accounts Payable		1,764.95	
					FUND TOTAL	1,764.95	1,764.95
4000 Water Utility Fund	2022	2	410	08/11/2021			
4000-101010				Pooled Cash Equity			2,290.35
4000-201000				Accounts Payable		2,290.35	
					FUND TOTAL	2,290.35	2,290.35
4001 Wastewater Fund	2022	2	410	08/11/2021			
4001-101010				Pooled Cash Equity			19,467.48
4001-201000				Accounts Payable		19,467.48	
					FUND TOTAL	19,467.48	19,467.48
5021 CIP General	2022	2	410	08/11/2021			
5021-101010				Pooled Cash Equity			13,728.00
5021-201000				Accounts Payable		13,728.00	
					FUND TOTAL	13,728.00	13,728.00
9999 Pooled Cash	2022	2	410	08/11/2021			
9999-104000				Cash in Bank - Checking			361,785.80
9999-201010				DT DF		361,785.80	
					FUND TOTAL	361,785.80	361,785.80

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
1000 General Fund		310,359.66
3576 Community Services Grants		14,175.36
3810 Highway User Revenue Fund		1,764.95
4000 Water Utility Fund		2,290.35
4001 Wastewater Fund		19,467.48
5021 CIP General		13,728.00
9999 Pooled Cash	361,785.80	
TOTAL	361,785.80	361,785.80

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
137202	08/05/2021	PRTD	999995	TROY & MICHELLE VANDERPLOEG	503-85-154	07/29/2021		80521cfd	142.67
Invoice: 503-85-154					Overpaid payoff parcel - Festival CFD #2&3				
				142.67	70937705 484759	Principal & Interest			
							CHECK	137202 TOTAL:	142.67
					NUMBER OF CHECKS 1		*** CASH ACCOUNT TOTAL ***		142.67

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	142.67

*** GRAND TOTAL *** 142.67

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2022 2 187									
APP 7093-201000					Accounts Payable			142.67	
08/05/2021	80521cfd	cfd805			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				142.67
08/05/2021	80521cfd	cfd805			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			142.67	142.67
APP 9999-201010					DT DF			142.67	
08/05/2021	80521cfd	cfd805							
APP 7093-101010					Pooled Cash Equity				142.67
08/05/2021	80521cfd	cfd805							
					SYSTEM GENERATED ENTRIES TOTAL			142.67	142.67
					JOURNAL 2022/02/187 TOTAL			285.34	285.34

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
7093 Fest Ranch #2/3 CFD 2007 Debt	2022	2	187	08/05/2021		
7093-101010				Pooled Cash Equity		142.67
7093-201000				Accounts Payable	142.67	
				FUND TOTAL	142.67	142.67
9999 Pooled Cash	2022	2	187	08/05/2021		
9999-104000				Cash in Bank - Checking		142.67
9999-201010				DT DF	142.67	
				FUND TOTAL	142.67	142.67

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
7093 Fest Ranch #2/3 CFD 2007 Debt		142.67
9999 Pooled Cash	142.67	
TOTAL	142.67	142.67

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
136911	07/20/2021	PRTD	6048	CENTURYLINK COMMUNICATIONS, LLC	July 2021.	07/20/2021		72021r	299.71
Invoice: July 2021.						J6231114144684m			
				299.71 40013220 526025		Telephone			
				CENTURYLINK COMMUNICATIONS, LLC	July 2021	07/20/2021		72021r	552.64
Invoice: July 2021						J623114146812m			
				552.64 40003210 526025		Telephone			
				CENTURYLINK COMMUNICATIONS, LLC	July 20212	07/20/2021		72021r	3,956.79
Invoice: July 20212						J6231114145788m			
				3,956.79 10001189 520032		Telecom Services			
						CHECK	136911 TOTAL:		4,809.14
136912	07/20/2021	PRTD	1298	CHLIC	2844241	07/20/2021		72021r	889,205.07
Invoice: 2844241						city medical and dental ins			
				853,393.03 1030	213000	Health Insurance			
				35,812.04 1030	216000	Dental Insurance			
						CHECK	136912 TOTAL:		889,205.07
136913	07/20/2021	PRTD	6052	CITY OF BUCKEYE	Cycle 1 July 2021	07/20/2021		72021r	1,169.48
Invoice: Cycle 1 July 2021						UB Cycle 1			
				724.72 40003210 526018		Water/Wastewater - Utility			
				444.76 10001110 526018		Water/Wastewater - Utility			
						CHECK	136913 TOTAL:		1,169.48
136914	07/20/2021	PRTD	5096	CITY OF GOODYEAR	472781	07/20/2021		72021r	11,270.72
Invoice: 472781						Account 5931-112547			
				11,270.72 40003228 526024		Purchased Water			
						CHECK	136914 TOTAL:		11,270.72
136915	07/20/2021	PRTD	1333	COX BUSINESS	July 2021	07/20/2021		72021r	24,243.68
Invoice: July 2021						Accnt# 0018501152148801			
				22,004.94 10001189 520032		Telecom Services			
				1,314.43 40003210 526025		Telephone			
				924.31 10002121 526019		RWC Utilities			
						CHECK	136915 TOTAL:		24,243.68
136916	07/20/2021	PRTD	6395	FIDELITY SECURITY LIFE INSURANCE	July2021	07/20/2021		72021r	4,590.02
Invoice: July2021						Vision Ins - Eyemed Opt 1 & 2			
				4,590.02 1030	216600	Vision Insurance			
				FIDELITY SECURITY LIFE INSURANCE	July 2021	07/20/2021		72021r	48.64

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
Invoice: July 2021						EYEMED Option 1 & 2- COBRA			
				48.64 1030	216600	Vision Insurance			
							CHECK	136916 TOTAL:	4,638.66
136917	07/20/2021	PRTD	5247	REPUBLIC SERVICES	0753-006331386	07/20/2021		72021r	579.07
Invoice: 0753-006331386						Acct# 135525			
				579.07 10003176 526018		Water/Wastewater - Utility			
				REPUBLIC SERVICES	0753-006327738	07/20/2021		72021r	74.86
Invoice: 0753-006327738						acct 45716			
				74.86 10001110 520026		Garbage Collections			
				REPUBLIC SERVICES	0753-006327333	07/20/2021		72021r	226.47
Invoice: 0753-006327333						acct 21554			
				226.47 10001110 520026		Garbage Collections			
				REPUBLIC SERVICES	0753-006331880	07/20/2021		72021r	50.22
Invoice: 0753-006331880						acct 142099			
				50.22 10001110 520026		Garbage Collections			
							CHECK	136917 TOTAL:	930.62
136918	07/20/2021	PRTD	6379	SYMETRA LIFE INSURANCE COMPANY	A019273	07/20/2021		72021r	20,392.15
Invoice: A019273						City Life Ins			
				4,452.31 1030	216200	AD&D Life City Paid			
				7,290.15 1030	216150	Voluntary Life			
				1,107.50 1030	216160	Voluntary AD&D			
				7,542.19 1030	216100	Short Term Disability			
							CHECK	136918 TOTAL:	20,392.15
				NUMBER OF CHECKS 8		*** CASH ACCOUNT TOTAL ***			956,659.52

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	8	956,659.52

*** GRAND TOTAL *** 956,659.52

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022 1 599									
APP 4001-201000					Accounts Payable			299.71	
07/20/2021	72021r	r72021			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				956,659.52
07/20/2021	72021r	r72021			AP CASH DISBURSEMENTS JOURNAL				
APP 4000-201000					Accounts Payable			13,862.51	
07/20/2021	72021r	r72021			AP CASH DISBURSEMENTS JOURNAL				
APP 1000-201000					Accounts Payable			28,261.42	
07/20/2021	72021r	r72021			AP CASH DISBURSEMENTS JOURNAL				
APP 1030-201000					Accounts Payable			914,235.88	
07/20/2021	72021r	r72021			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			956,659.52	956,659.52
APP 9999-201010					DT DF			956,659.52	
07/20/2021	72021r	r72021							
APP 4001-101010					Pooled Cash Equity				299.71
07/20/2021	72021r	r72021							
APP 4000-101010					Pooled Cash Equity				13,862.51
07/20/2021	72021r	r72021							
APP 1000-101010					Pooled Cash Equity				28,261.42
07/20/2021	72021r	r72021							
APP 1030-101010					Pooled Cash Equity				914,235.88
07/20/2021	72021r	r72021							
					SYSTEM GENERATED ENTRIES TOTAL			956,659.52	956,659.52
					JOURNAL 2022/01/599 TOTAL			1,913,319.04	1,913,319.04

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
1000 General Fund	2022	1	599	07/20/2021			
1000-101010				Pooled Cash Equity			28,261.42
1000-201000				Accounts Payable		28,261.42	
					FUND TOTAL	28,261.42	28,261.42
1030 Payroll Fund	2022	1	599	07/20/2021			
1030-101010				Pooled Cash Equity			914,235.88
1030-201000				Accounts Payable		914,235.88	
					FUND TOTAL	914,235.88	914,235.88
4000 Water Utility Fund	2022	1	599	07/20/2021			
4000-101010				Pooled Cash Equity			13,862.51
4000-201000				Accounts Payable		13,862.51	
					FUND TOTAL	13,862.51	13,862.51
4001 Wastewater Fund	2022	1	599	07/20/2021			
4001-101010				Pooled Cash Equity			299.71
4001-201000				Accounts Payable		299.71	
					FUND TOTAL	299.71	299.71
9999 Pooled Cash	2022	1	599	07/20/2021			
9999-104000				Cash in Bank - Checking			956,659.52
9999-201010				DT DF		956,659.52	
					FUND TOTAL	956,659.52	956,659.52

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
1000	General Fund		28,261.42
1030	Payroll Fund		914,235.88
4000	Water Utility Fund		13,862.51
4001	Wastewater Fund		299.71
9999	Pooled Cash	956,659.52	
	TOTAL	956,659.52	956,659.52

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
137076	07/27/2021	PRTD	6052	CITY OF BUCKEYE	Cycle4 July 2021	07/27/2021		72721r	646.14
Invoice: Cycle4 July 2021					UB Cycle 4 902 E Monroe Ave B				
					646.14 10001110 526018 Water/Wastewater - Utility				
				CITY OF BUCKEYE	Cycle 2 July 2021	07/27/2021		72721r	24,003.61
Invoice: Cycle 2 July 2021					UB Cycle 2				
					452.10 40003210 526018 Water/Wastewater - Utility				
					8,766.31 10003176 526018 Water/Wastewater - Utility				
					398.99 10003177 526018 Water/Wastewater - Utility				
					13,147.04 10001110 526018 Water/Wastewater - Utility				
					293.75 38103202 526022 Water for Street Sweeper				
					945.42 40013222 526018 Water/Wastewater - Utility				
							CHECK	137076 TOTAL:	24,649.75
137077	07/27/2021	PRTD	6248	UNITED STATES POSTAL SERVICE	07272021	07/27/2021		72721r	10,000.00
Invoice: 07272021					POC#8046641 - Postage				
					10,000.00 10001110 521510 Postage and Freight				
							CHECK	137077 TOTAL:	10,000.00
137078	07/27/2021	PRTD	2044	U.S. BANK	6173361	07/27/2021		72721r	420.00
Invoice: 6173361					Account # 784668511				
					420.00 10006190 523019 Administrative Fees				
							CHECK	137078 TOTAL:	420.00

NUMBER OF CHECKS 3 *** CASH ACCOUNT TOTAL *** 35,069.75

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	3	35,069.75

*** GRAND TOTAL *** 35,069.75

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022 1 963									
APP 1000-201000					Accounts Payable			33,378.48	
07/27/2021	72721r	r72721			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				35,069.75
07/27/2021	72721r	r72721			AP CASH DISBURSEMENTS JOURNAL				
APP 4000-201000					Accounts Payable			452.10	
07/27/2021	72721r	r72721			AP CASH DISBURSEMENTS JOURNAL				
APP 3810-201000					Accounts Payable			293.75	
07/27/2021	72721r	r72721			AP CASH DISBURSEMENTS JOURNAL				
APP 4001-201000					Accounts Payable			945.42	
07/27/2021	72721r	r72721			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			35,069.75	35,069.75
APP 9999-201010					DT DF			35,069.75	
07/27/2021	72721r	r72721							
APP 1000-101010					Pooled Cash Equity				33,378.48
07/27/2021	72721r	r72721							
APP 4000-101010					Pooled Cash Equity				452.10
07/27/2021	72721r	r72721							
APP 3810-101010					Pooled Cash Equity				293.75
07/27/2021	72721r	r72721							
APP 4001-101010					Pooled Cash Equity				945.42
07/27/2021	72721r	r72721							
					SYSTEM GENERATED ENTRIES TOTAL			35,069.75	35,069.75
					JOURNAL 2022/01/963 TOTAL			70,139.50	70,139.50

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
1000 General Fund	2022	1	963	07/27/2021			
1000-101010				Pooled Cash Equity			33,378.48
1000-201000				Accounts Payable		33,378.48	
					FUND TOTAL	33,378.48	33,378.48
3810 Highway User Revenue Fund	2022	1	963	07/27/2021			
3810-101010				Pooled Cash Equity			293.75
3810-201000				Accounts Payable		293.75	
					FUND TOTAL	293.75	293.75
4000 Water Utility Fund	2022	1	963	07/27/2021			
4000-101010				Pooled Cash Equity			452.10
4000-201000				Accounts Payable		452.10	
					FUND TOTAL	452.10	452.10
4001 Wastewater Fund	2022	1	963	07/27/2021			
4001-101010				Pooled Cash Equity			945.42
4001-201000				Accounts Payable		945.42	
					FUND TOTAL	945.42	945.42
9999 Pooled Cash	2022	1	963	07/27/2021			
9999-104000				Cash in Bank - Checking			35,069.75
9999-201010				DT DF		35,069.75	
					FUND TOTAL	35,069.75	35,069.75

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
1000	General Fund		33,378.48
3810	Highway User Revenue Fund		293.75
4000	Water Utility Fund		452.10
4001	Wastewater Fund		945.42
9999	Pooled Cash	35,069.75	
	TOTAL	35,069.75	35,069.75

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
137128	08/03/2021	PRTD	1064	AFLAC	606086	08/03/2021		80321r	5,522.32
Invoice: 606086					supplemental insurance				
				5,522.32 1030 216700	AFLAC				
						CHECK	137128 TOTAL:		5,522.32
137129	08/03/2021	PRTD	1137	ARIZONA WATER COMPANY	July 2021	08/03/2021		80321r	616.15
Invoice: July 2021					water - sewer -park n ride				
				616.15 40013225 526018	Water/Wastewater - Utility				
						CHECK	137129 TOTAL:		616.15
137130	08/03/2021	PRTD	6052	CITY OF BUCKEYE	Cycle 3 Aug 2021	08/03/2021		80321r	5,202.29
Invoice: Cycle 3 Aug 2021					UB Cycle 3				
				750.54 40003210 526018	Water/Wastewater - Utility				
				4,140.32 10001110 526018	Water/Wastewater - Utility				
				311.43 38103202 526022	Water for Street Sweeper				
						CHECK	137130 TOTAL:		5,202.29
137131	08/03/2021	PRTD	1318	COLONIAL SUPPLEMENTAL INS.	8598559-0712410	08/03/2021		80321r	1,196.88
Invoice: 8598559-0712410					insurance				
				1,196.88 1030 216800	Colonial Insurance				
						CHECK	137131 TOTAL:		1,196.88
137132	08/03/2021	PRTD	1409	EPCOR WATER	072721	08/03/2021		80321r	721.35
Invoice: 072721					0418934 and 0418932				
				514.91 10001110 526018	Water/Wastewater - Utility				
				206.44 10001110 526018	Water/Wastewater - Utility				
						CHECK	137132 TOTAL:		721.35
137133	08/03/2021	PRTD	1612	LIBERTY MUTUAL INSURANCE GROUP	466660	08/03/2021		80321r	4,534.78
Invoice: 466660					insurance				
				4,534.78 1030 216170	Liberty Home & Auto Ins				
						CHECK	137133 TOTAL:		4,534.78
137134	08/03/2021	PRTD	5433	LEGALSHIELD	49588 July 2021	08/03/2021		80321r	596.95
Invoice: 49588 July 2021					LegalShield				
				596.95 1030 216300	Pre-paid Legal				
						CHECK	137134 TOTAL:		596.95

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
137135	08/03/2021	PRTD	5247	REPUBLIC SERVICES	0753-006345984	08/03/2021		80321r	6,952.26
Invoice: 0753-006345984					acct 21667				
					6,952.26 10001110 520026 Garbage Collections				
							CHECK	137135 TOTAL:	6,952.26
137136	08/03/2021	PRTD	6069	UNITED PET CARE, LLC	20219709	08/03/2021		80321r	836.04
Invoice: 20219709					employees pet care ins.				
					836.04 1030 216450 United Pet Care				
							CHECK	137136 TOTAL:	836.04

NUMBER OF CHECKS 9 *** CASH ACCOUNT TOTAL *** 26,179.02

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	9	26,179.02

*** GRAND TOTAL *** 26,179.02

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022 2 96									
APP 1030-201000					Accounts Payable			12,686.97	
08/03/2021	80321r	r80321			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				26,179.02
08/03/2021	80321r	r80321			AP CASH DISBURSEMENTS JOURNAL				
APP 4001-201000					Accounts Payable			616.15	
08/03/2021	80321r	r80321			AP CASH DISBURSEMENTS JOURNAL				
APP 4000-201000					Accounts Payable			750.54	
08/03/2021	80321r	r80321			AP CASH DISBURSEMENTS JOURNAL				
APP 1000-201000					Accounts Payable			11,813.93	
08/03/2021	80321r	r80321			AP CASH DISBURSEMENTS JOURNAL				
APP 3810-201000					Accounts Payable			311.43	
08/03/2021	80321r	r80321			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			26,179.02	26,179.02
APP 9999-201010					DT DF			26,179.02	
08/03/2021	80321r	r80321							
APP 1030-101010					Pooled Cash Equity				12,686.97
08/03/2021	80321r	r80321							
APP 4001-101010					Pooled Cash Equity				616.15
08/03/2021	80321r	r80321							
APP 4000-101010					Pooled Cash Equity				750.54
08/03/2021	80321r	r80321							
APP 1000-101010					Pooled Cash Equity				11,813.93
08/03/2021	80321r	r80321							
APP 3810-101010					Pooled Cash Equity				311.43
08/03/2021	80321r	r80321							
					SYSTEM GENERATED ENTRIES TOTAL			26,179.02	26,179.02
					JOURNAL 2022/02/96 TOTAL			52,358.04	52,358.04

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
1000 General Fund	2022	2	96	08/03/2021			
1000-101010				Pooled Cash Equity			11,813.93
1000-201000				Accounts Payable		11,813.93	
					FUND TOTAL	11,813.93	11,813.93
1030 Payroll Fund	2022	2	96	08/03/2021			
1030-101010				Pooled Cash Equity			12,686.97
1030-201000				Accounts Payable		12,686.97	
					FUND TOTAL	12,686.97	12,686.97
3810 Highway User Revenue Fund	2022	2	96	08/03/2021			
3810-101010				Pooled Cash Equity			311.43
3810-201000				Accounts Payable		311.43	
					FUND TOTAL	311.43	311.43
4000 Water Utility Fund	2022	2	96	08/03/2021			
4000-101010				Pooled Cash Equity			750.54
4000-201000				Accounts Payable		750.54	
					FUND TOTAL	750.54	750.54
4001 Wastewater Fund	2022	2	96	08/03/2021			
4001-101010				Pooled Cash Equity			616.15
4001-201000				Accounts Payable		616.15	
					FUND TOTAL	616.15	616.15
9999 Pooled Cash	2022	2	96	08/03/2021			
9999-104000				Cash in Bank - Checking			26,179.02
9999-201010				DT DF		26,179.02	
					FUND TOTAL	26,179.02	26,179.02

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
1000	General Fund		11,813.93
1030	Payroll Fund		12,686.97
3810	Highway User Revenue Fund		311.43
4000	Water Utility Fund		750.54
4001	Wastewater Fund		616.15
9999	Pooled Cash	26,179.02	
	TOTAL	26,179.02	26,179.02

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
137430	08/24/2021	PRTD	1137	ARIZONA WATER COMPANY	July 2021.1	08/24/2021		082421R	370.58
							CHECK	137430 TOTAL:	370.58
137431	08/24/2021	PRTD	1177	ARIZONA PUBLIC SERVICE	August 2021	08/24/2021		082421R	38,437.25
				ARIZONA PUBLIC SERVICE	0809211	08/24/2021		082421R	241,115.32
							CHECK	137431 TOTAL:	279,552.57
137432	08/24/2021	PRTD	6048	CENTURYLINK COMMUNICATIONS, LLC	August 2021	08/24/2021		082421R	3,994.38
							CHECK	137432 TOTAL:	3,994.38
137433	08/24/2021	PRTD	6052	CITY OF BUCKEYE	Cycle 2 Aug 2021	08/24/2021		082421R	20,152.09
							CHECK	137433 TOTAL:	20,152.09
137434	08/24/2021	PRTD	5096	CITY OF GOODYEAR	507434	08/24/2021		082421R	8,052.65
							CHECK	137434 TOTAL:	8,052.65
137435	08/24/2021	PRTD	1489	GUST ROSENFELD P.L.C.	377461	08/24/2021		082421R	69,143.48
				GUST ROSENFELD P.L.C.	377458	08/24/2021		082421R	223.98
				GUST ROSENFELD P.L.C.	377451	08/24/2021		082421R	616.68
				GUST ROSENFELD P.L.C.	377452	08/24/2021		082421R	8,134.97
				GUST ROSENFELD P.L.C.	377460	08/24/2021		082421R	712.74
				GUST ROSENFELD P.L.C.	377459	08/24/2021		082421R	430.97
				GUST ROSENFELD P.L.C.	377453	08/24/2021		082421R	4,257.24
				GUST ROSENFELD P.L.C.	377455	08/24/2021		082421R	16,261.80
							CHECK	137435 TOTAL:	99,781.86
137436	08/24/2021	PRTD	1625	LOWE'S COMPANIES, INC	072521	08/24/2021		082421R	4,052.52
							CHECK	137436 TOTAL:	4,052.52

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
137437	08/24/2021	PRTD	5498	PFM ASSET MANAGEMENT LLC	SMA-M0721-25404	08/24/2021		082421R	6,454.97
								CHECK 137437 TOTAL:	6,454.97
137438	08/24/2021	PRTD	5247	REPUBLIC SERVICES	0753-006359201	08/24/2021		082421R	4,965.90
								CHECK 137438 TOTAL:	4,965.90
137439	08/24/2021	PRTD	2044	U.S. BANK	6205502	08/24/2021		082421R	1,000.00
								CHECK 137439 TOTAL:	1,000.00
					NUMBER OF CHECKS 10			*** CASH ACCOUNT TOTAL ***	428,377.52

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	10	428,377.52

*** GRAND TOTAL *** 428,377.52

JOURNAL ENTRIES TO BE CREATED

CLERK: acruz

YEAR PER JNL SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022 2 826									
APP 1000-201000					Accounts Payable			152,934.53	
08/24/2021	082421R	R08242			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				428,377.52
08/24/2021	082421R	R08242			AP CASH DISBURSEMENTS JOURNAL				
APP 3810-201000					Accounts Payable			44,752.58	
08/24/2021	082421R	R08242			AP CASH DISBURSEMENTS JOURNAL				
APP 3575-201000					Accounts Payable			2,069.73	
08/24/2021	082421R	R08242			AP CASH DISBURSEMENTS JOURNAL				
APP 4010-201000					Accounts Payable			1,794.36	
08/24/2021	082421R	R08242			AP CASH DISBURSEMENTS JOURNAL				
APP 4000-201000					Accounts Payable			141,996.65	
08/24/2021	082421R	R08242			AP CASH DISBURSEMENTS JOURNAL				
APP 4001-201000					Accounts Payable			67,125.98	
08/24/2021	082421R	R08242			AP CASH DISBURSEMENTS JOURNAL				
APP 3150-201000					Accounts Payable			1,143.71	
08/24/2021	082421R	R08242			AP CASH DISBURSEMENTS JOURNAL				
APP 4005-201000					Accounts Payable			6,261.80	
08/24/2021	082421R	R08242			AP CASH DISBURSEMENTS JOURNAL				
APP 5006-201000					Accounts Payable			10,000.00	
08/24/2021	082421R	R08242			AP CASH DISBURSEMENTS JOURNAL				
APP 5001-201000					Accounts Payable			298.18	
08/24/2021	082421R	R08242			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			428,377.52	428,377.52
APP 9999-201010					DT DF			428,377.52	
08/24/2021	082421R	R08242							
APP 1000-101010					Pooled Cash Equity				152,934.53
08/24/2021	082421R	R08242							
APP 3810-101010					Pooled Cash Equity				44,752.58
08/24/2021	082421R	R08242							
APP 3575-101010					Pooled Cash Equity				2,069.73
08/24/2021	082421R	R08242							
APP 4010-101010					Pooled Cash Equity				1,794.36
08/24/2021	082421R	R08242							
APP 4000-101010					Pooled Cash Equity				141,996.65
08/24/2021	082421R	R08242							
APP 4001-101010					Pooled Cash Equity				67,125.98
08/24/2021	082421R	R08242							
APP 3150-101010					Pooled Cash Equity				1,143.71
08/24/2021	082421R	R08242							
APP 4005-101010					Pooled Cash Equity				6,261.80
08/24/2021	082421R	R08242							
APP 5006-101010					Pooled Cash Equity				10,000.00
08/24/2021	082421R	R08242							
APP 5001-101010					Pooled Cash Equity				298.18

JOURNAL ENTRIES TO BE CREATED

YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
	08/24/2021	082421R	R08242							
						SYSTEM GENERATED ENTRIES TOTAL			428,377.52	428,377.52
						JOURNAL 2022/02/826 TOTAL			856,755.04	856,755.04

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
1000 General Fund	2022	2	826	08/24/2021			
1000-101010				Pooled Cash Equity			152,934.53
1000-201000				Accounts Payable		152,934.53	
					FUND TOTAL	152,934.53	152,934.53
3150 SLID Operations	2022	2	826	08/24/2021			
3150-101010				Pooled Cash Equity			1,143.71
3150-201000				Accounts Payable		1,143.71	
					FUND TOTAL	1,143.71	1,143.71
3575 Area Agency on Aging	2022	2	826	08/24/2021			
3575-101010				Pooled Cash Equity			2,069.73
3575-201000				Accounts Payable		2,069.73	
					FUND TOTAL	2,069.73	2,069.73
3810 Highway User Revenue Fund	2022	2	826	08/24/2021			
3810-101010				Pooled Cash Equity			44,752.58
3810-201000				Accounts Payable		44,752.58	
					FUND TOTAL	44,752.58	44,752.58
4000 Water Utility Fund	2022	2	826	08/24/2021			
4000-101010				Pooled Cash Equity			141,996.65
4000-201000				Accounts Payable		141,996.65	
					FUND TOTAL	141,996.65	141,996.65
4001 Wastewater Fund	2022	2	826	08/24/2021			
4001-101010				Pooled Cash Equity			67,125.98
4001-201000				Accounts Payable		67,125.98	
					FUND TOTAL	67,125.98	67,125.98
4005 Environmental Services	2022	2	826	08/24/2021			
4005-101010				Pooled Cash Equity			6,261.80
4005-201000				Accounts Payable		6,261.80	
					FUND TOTAL	6,261.80	6,261.80
4010 Airport Fund	2022	2	826	08/24/2021			
4010-101010				Pooled Cash Equity			1,794.36
4010-201000				Accounts Payable		1,794.36	
					FUND TOTAL	1,794.36	1,794.36
5001 Cemetery Improvement Fund	2022	2	826	08/24/2021			

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
5001-101010				Pooled Cash Equity			298.18
5001-201000				Accounts Payable		298.18	
					FUND TOTAL	298.18	298.18
5006 Stormwater Quality Fund	2022	2	826	08/24/2021			
5006-101010				Pooled Cash Equity			10,000.00
5006-201000				Accounts Payable		10,000.00	
					FUND TOTAL	10,000.00	10,000.00
9999 Pooled Cash	2022	2	826	08/24/2021			
9999-104000				Cash in Bank - Checking			428,377.52
9999-201010				DT DF		428,377.52	
					FUND TOTAL	428,377.52	428,377.52

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
1000	General Fund		152,934.53
3150	SLID Operations		1,143.71
3575	Area Agency on Aging		2,069.73
3810	Highway User Revenue Fund		44,752.58
4000	Water Utility Fund		141,996.65
4001	Wastewater Fund		67,125.98
4005	Environmental Services		6,261.80
4010	Airport Fund		1,794.36
5001	Cemetery Improvement Fund		298.18
5006	Stormwater Quality Fund		10,000.00
9999	Pooled Cash	428,377.52	
	TOTAL	428,377.52	428,377.52

** END OF REPORT - Generated by Anacelia Cruz **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
					INVOICE DTL DESC				
137038	07/21/2021	PRTD	999997	OPENDOOR LABS, INC	107370	07/20/2021		072121ub	8.74
Invoice: 107370					EXP#000652				
				8.74 4005	130000	Accounts Receivable			
				OPENDOOR LABS, INC	107372	07/20/2021		072121ub	5.70
Invoice: 107372					EXP#000654				
				5.70 4000	130000	Accounts Receivable			
						CHECK	137038 TOTAL:		14.44
137039	07/21/2021	PRTD	999997	BROWN, KENNETH	107369	07/20/2021		072121ub	104.05
Invoice: 107369					EXP#000651				
				104.05 4000	130000	Accounts Receivable			
						CHECK	137039 TOTAL:		104.05
137040	07/21/2021	PRTD	999997	BROWN, MICHAEL	107363	07/20/2021		072121ub	165.47
Invoice: 107363					EXP#000645				
				165.47 4000	130000	Accounts Receivable			
						CHECK	137040 TOTAL:		165.47
137041	07/21/2021	PRTD	999997	BUGAJSKI, MARK	107360	07/20/2021		072121ub	30.82
Invoice: 107360					EXP#000642				
				30.82 4000	130000	Accounts Receivable			
						CHECK	137041 TOTAL:		30.82
137042	07/21/2021	PRTD	999997	CORDOVA, JULIO	107366	07/20/2021		072121ub	7.00
Invoice: 107366					EXP#000648				
				7.00 4000	130000	Accounts Receivable			
						CHECK	137042 TOTAL:		7.00
137043	07/21/2021	PRTD	999997	CORRIERE, JOE	107368	07/20/2021		072121ub	8.74
Invoice: 107368					EXP#000650				
				8.74 4005	130000	Accounts Receivable			
						CHECK	137043 TOTAL:		8.74
137044	07/21/2021	PRTD	999997	HAYES, EDWIN & ARLENE	107358	07/20/2021		072121ub	191.45
Invoice: 107358					EXP#000640				
				191.45 4000	130000	Accounts Receivable			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
				INVOICE DTL DESC					
						CHECK		137044 TOTAL:	191.45
137045	07/21/2021	PRTD	999997	JOHNSON, RICK	107362	07/20/2021		072121ub	8.74
	Invoice: 107362					EXP#000644			
				8.74 4005 130000 Accounts Receivable					
						CHECK		137045 TOTAL:	8.74
137046	07/21/2021	PRTD	999997	KEPICH, CHARLES & CERISE	107361	07/20/2021		072121ub	14.05
	Invoice: 107361					EXP#000643			
				14.05 4000 130010 A/R UB Other					
						CHECK		137046 TOTAL:	14.05
137047	07/21/2021	PRTD	999997	MORFIN, GENOVEVA	107359	07/20/2021		072121ub	43.76
	Invoice: 107359					EXP#000641			
				43.76 4005 130000 Accounts Receivable					
						CHECK		137047 TOTAL:	43.76
137048	07/21/2021	PRTD	999997	STELIGA, KYLE & MIRANDA	107365	07/20/2021		072121ub	8.74
	Invoice: 107365					EXP#000647			
				8.74 4005 130000 Accounts Receivable					
						CHECK		137048 TOTAL:	8.74
137049	07/21/2021	PRTD	999997	TRUJILLO, LETICIA	107371	07/20/2021		072121ub	54.36
	Invoice: 107371					EXP#000653			
				54.36 4000 130000 Accounts Receivable					
						CHECK		137049 TOTAL:	54.36
137050	07/21/2021	PRTD	999997	WINBORG, CHIRLEY	107367	07/20/2021		072121ub	8.74
	Invoice: 107367					EXP#000649			
				8.74 4005 130000 Accounts Receivable					
						CHECK		137050 TOTAL:	8.74
137051	07/21/2021	PRTD	999997	YOGI, CARSON	107364	07/20/2021		072121ub	8.13
	Invoice: 107364					EXP#000646			
				8.13 4000 130010 A/R UB Other					
						CHECK		137051 TOTAL:	8.13

NUMBER OF CHECKS 14 *** CASH ACCOUNT TOTAL *** 668.49

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	14	668.49

*** GRAND TOTAL *** 668.49

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022 1 728									
APP 4005-201000					Accounts Payable			87.46	
07/21/2021	072121ub	ub0721			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				668.49
07/21/2021	072121ub	ub0721			AP CASH DISBURSEMENTS JOURNAL				
APP 4000-201000					Accounts Payable			581.03	
07/21/2021	072121ub	ub0721			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			668.49	668.49
APP 9999-201010					DT DF			668.49	
07/21/2021	072121ub	ub0721							
APP 4005-101010					Pooled Cash Equity				87.46
07/21/2021	072121ub	ub0721							
APP 4000-101010					Pooled Cash Equity				581.03
07/21/2021	072121ub	ub0721							
					SYSTEM GENERATED ENTRIES TOTAL			668.49	668.49
					JOURNAL 2022/01/728 TOTAL			1,336.98	1,336.98

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
4000 Water Utility Fund	2022	1	728	07/21/2021			
4000-101010				Pooled Cash Equity			581.03
4000-201000				Accounts Payable		581.03	
					FUND TOTAL	581.03	581.03
4005 Environmental Services	2022	1	728	07/21/2021			
4005-101010				Pooled Cash Equity			87.46
4005-201000				Accounts Payable		87.46	
					FUND TOTAL	87.46	87.46
9999 Pooled Cash	2022	1	728	07/21/2021			
9999-104000				Cash in Bank - Checking			668.49
9999-201010				DT DF		668.49	
					FUND TOTAL	668.49	668.49

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
4000 Water Utility Fund		581.03
4005 Environmental Services		87.46
9999 Pooled Cash	668.49	
TOTAL	668.49	668.49

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
137203	08/05/2021	PRTD	999997	ACEITUNO, SOPHIA & DANIEL	108399	08/04/2021		080521ub	70.53
Invoice: 108399						EXP#000670			
				70.53 4000	130000	Accounts Receivable			
						CHECK	137203 TOTAL:		70.53
137204	08/05/2021	PRTD	999997	ARIZONA DUST CONTROL INC	108391	08/04/2021		080521ub	670.40
Invoice: 108391						EXP#000662			
				670.40 4000	130010	A/R UB Other			
						CHECK	137204 TOTAL:		670.40
137205	08/05/2021	PRTD	999997	BEGAY, KYLE	108387	08/04/2021		080521ub	5.36
Invoice: 108387						EXP#000658			
				5.36 4000	130000	Accounts Receivable			
						CHECK	137205 TOTAL:		5.36
137206	08/05/2021	PRTD	999997	BETHERS, BRENT	108386	08/04/2021		080521ub	75.86
Invoice: 108386						EXP#000657			
				75.86 4005	130000	Accounts Receivable			
						CHECK	137206 TOTAL:		75.86
137207	08/05/2021	PRTD	999997	CANO, GRACE	108393	08/04/2021		080521ub	11.67
Invoice: 108393						EXP#000664			
				11.67 4000	130000	Accounts Receivable			
						CHECK	137207 TOTAL:		11.67
137208	08/05/2021	PRTD	999997	CHEW, AMY	108388	08/04/2021		080521ub	45.51
Invoice: 108388						EXP#000659			
				45.51 4000	130000	Accounts Receivable			
						CHECK	137208 TOTAL:		45.51
137209	08/05/2021	PRTD	999997	DEVINE, CHAD & FRAUSTO, KARINA	108394	08/04/2021		080521ub	119.19
Invoice: 108394						EXP#000665			
				119.19 4000	130000	Accounts Receivable			
						CHECK	137209 TOTAL:		119.19
137210	08/05/2021	PRTD	999997	DIPPOLD, LISA	108389	08/04/2021		080521ub	86.07
Invoice: 108389						EXP#000660			
				86.07 4000	130000	Accounts Receivable			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
				INVOICE DTL DESC					
						CHECK		137210 TOTAL:	86.07
137211	08/05/2021	PRTD	999997	FARNHAM, JAMIE	108385	08/04/2021		080521ub	50.66
	Invoice: 108385					EXP#000656			
				50.66 4005	130000	Accounts Receivable			
						CHECK		137211 TOTAL:	50.66
137212	08/05/2021	PRTD	999997	GECC ENTERPRISES	108396	08/04/2021		080521ub	116.46
	Invoice: 108396					EXP#000667			
				116.46 4000	130000	Accounts Receivable			
						CHECK		137212 TOTAL:	116.46
137213	08/05/2021	PRTD	999997	GRANADOS, LISA ZARAGOZA	108395	08/04/2021		080521ub	62.81
	Invoice: 108395					EXP#000666			
				62.81 4000	130000	Accounts Receivable			
						CHECK		137213 TOTAL:	62.81
137214	08/05/2021	PRTD	999997	OFFERPAD LLC	108397	08/04/2021		080521ub	108.20
	Invoice: 108397					EXP#000668			
				108.20 4000	130000	Accounts Receivable			
						CHECK		137214 TOTAL:	108.20
137215	08/05/2021	PRTD	999997	OPENDOOR LABS, INC.	108392	08/04/2021		080521ub	30.56
	Invoice: 108392					EXP#000663			
				30.56 4000	130000	Accounts Receivable			
						CHECK		137215 TOTAL:	30.56
137216	08/05/2021	PRTD	999997	PORTER, GREG & BRENDA	108384	08/04/2021		080521ub	46.17
	Invoice: 108384					EXP#000655			
				46.17 4000	130000	Accounts Receivable			
						CHECK		137216 TOTAL:	46.17
137217	08/05/2021	PRTD	999997	TILLI, JANINE & JACK	108390	08/04/2021		080521ub	30.95
	Invoice: 108390					EXP#000661			
				30.95 4000	130000	Accounts Receivable			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
				INVOICE DTL DESC					
							CHECK	137217 TOTAL:	30.95
137218	08/05/2021	PRTD	999997	WALLACE, MARY	108398	08/04/2021		080521ub	125.30
Invoice: 108398				EXP#000669					
				125.30 4000 130000 Accounts Receivable					
							CHECK	137218 TOTAL:	125.30

NUMBER OF CHECKS 16 *** CASH ACCOUNT TOTAL *** 1,655.70

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	16	1,655.70

*** GRAND TOTAL *** 1,655.70

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2022 2 189									
APP 4000-201000					Accounts Payable			1,529.18	
08/05/2021	080521ub	ub0805			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				1,655.70
08/05/2021	080521ub	ub0805			AP CASH DISBURSEMENTS JOURNAL				
APP 4005-201000					Accounts Payable			126.52	
08/05/2021	080521ub	ub0805			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			1,655.70	1,655.70
APP 9999-201010					DT DF			1,655.70	
08/05/2021	080521ub	ub0805							
APP 4000-101010					Pooled Cash Equity				1,529.18
08/05/2021	080521ub	ub0805							
APP 4005-101010					Pooled Cash Equity				126.52
08/05/2021	080521ub	ub0805							
					SYSTEM GENERATED ENTRIES TOTAL			1,655.70	1,655.70
					JOURNAL 2022/02/189 TOTAL			3,311.40	3,311.40

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
4000 Water Utility Fund	2022	2	189	08/05/2021			
4000-101010				Pooled Cash Equity			1,529.18
4000-201000				Accounts Payable		1,529.18	
					FUND TOTAL	1,529.18	1,529.18
4005 Environmental Services	2022	2	189	08/05/2021			
4005-101010				Pooled Cash Equity			126.52
4005-201000				Accounts Payable		126.52	
					FUND TOTAL	126.52	126.52
9999 Pooled Cash	2022	2	189	08/05/2021			
9999-104000				Cash in Bank - Checking			1,655.70
9999-201010				DT DF		1,655.70	
					FUND TOTAL	1,655.70	1,655.70

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
4000 Water Utility Fund		1,529.18
4005 Environmental Services		126.52
9999 Pooled Cash	1,655.70	
TOTAL	1,655.70	1,655.70

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC			
136930	07/20/2021	PRTD	999997	180 APACHE INVESTORS	107165	07/08/2021		072021ub	24.18
Invoice: 107165						EXP#000633			
				24.18 4000	130000	Accounts Receivable			
				180 APACHE INVESTORS	107166	07/08/2021		072021ub	30.18
Invoice: 107166						EXP#000634			
				30.18 4000	130000	Accounts Receivable			
						CHECK	136930 TOTAL:		54.36
136931	07/20/2021	PRTD	999997	OPENDOOR LABS, INC	107015	07/01/2021		072021ub	313.88
Invoice: 107015						UB 150010 23302 ASHLEIGH MARIE DR			
				313.88 4000	130000	Accounts Receivable			
						CHECK	136931 TOTAL:		313.88
136932	07/20/2021	PRTD	999997	OPENDOOR LABS, INC.	107031	07/01/2021		072021ub	22.10
Invoice: 107031						UB 129298 622 230TH			
				22.10 4000	130000	Accounts Receivable			
						CHECK	136932 TOTAL:		22.10
136933	07/20/2021	PRTD	999997	TAH 2018-1 BORROWER LLC	107171	07/08/2021		072021ub	57.56
Invoice: 107171						EXP#000639			
				57.56 4000	130000	Accounts Receivable			
						CHECK	136933 TOTAL:		57.56
136934	07/20/2021	PRTD	999997	TAH HOLDING LP	107162	07/08/2021		072021ub	8.93
Invoice: 107162						EXP#000630			
				8.93 4000	130000	Accounts Receivable			
						CHECK	136934 TOTAL:		8.93
136935	07/20/2021	PRTD	999997	ACQUIRE REALTY	107035	07/01/2021		072021ub	42.79
Invoice: 107035						UB 987418 25863 ELIZABETH AVE			
				42.79 4000	130000	Accounts Receivable			
						CHECK	136935 TOTAL:		42.79
136936	07/20/2021	PRTD	999997	ALAEE, SHAHO	107028	07/01/2021		072021ub	30.00
Invoice: 107028						UB 178826 2941 EVERGREEN ST			
				30.00 4005	130000	Accounts Receivable			

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
				INVOICE DTL DESC					
						CHECK		136936 TOTAL:	30.00
136937	07/20/2021	PRTD	999997	ALAM MDSHAFIUL	107156	07/08/2021		072021ub	14.01
Invoice: 107156						EXP#000624			
				14.01 4000 130000 Accounts Receivable					
						CHECK		136937 TOTAL:	14.01
136938	07/20/2021	PRTD	999997	ANDERSON, PATRICIA	107167	07/08/2021		072021ub	30.00
Invoice: 107167						EXP#000635			
				30.00 4005 130000 Accounts Receivable					
						CHECK		136938 TOTAL:	30.00
136939	07/20/2021	PRTD	999997	BARNETT, SANDRA & DANIEL	107159	07/08/2021		072021ub	127.46
Invoice: 107159						EXP#000627			
				127.46 4000 130000 Accounts Receivable					
						CHECK		136939 TOTAL:	127.46
136940	07/20/2021	PRTD	999997	BELURGI, LAURA & FRANK	107150	07/08/2021		072021ub	108.56
Invoice: 107150						EXP#000618			
				108.56 4000 130000 Accounts Receivable					
						CHECK		136940 TOTAL:	108.56
136941	07/20/2021	PRTD	999997	BUENA VISTA	107016	07/01/2021		072021ub	41.23
Invoice: 107016						UB 6003423 2000 APACHE			
				41.23 4001 130000 Accounts Receivable					
						CHECK		136941 TOTAL:	41.23
136942	07/20/2021	PRTD	999997	BUKOWSKI, SHARIE	107157	07/08/2021		072021ub	9.28
Invoice: 107157						EXP#000625			
				9.28 4005 130000 Accounts Receivable					
						CHECK		136942 TOTAL:	9.28
136943	07/20/2021	PRTD	999997	BURKE, ROBERT	107130	07/08/2021		072021ub	146.92
Invoice: 107130						EXP#000598			
				146.92 4000 130000 Accounts Receivable					
						CHECK		136943 TOTAL:	146.92

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
				INVOICE DTL DESC					
136944	07/20/2021	PRTD	999997	CARDIEL, VERONICA	107129	07/08/2021		072021ub	121.17
	Invoice: 107129					EXP#000597			
				121.17 4001	130000	Accounts Receivable			
							CHECK	136944 TOTAL:	121.17
136945	07/20/2021	PRTD	999997	DAVIDSON, BRUCE	107158	07/08/2021		072021ub	58.71
	Invoice: 107158					EXP#000626			
				58.71 4000	130000	Accounts Receivable			
							CHECK	136945 TOTAL:	58.71
136946	07/20/2021	PRTD	999997	DAVISON, COURTNEY	107154	07/08/2021		072021ub	30.00
	Invoice: 107154					EXP#000622			
				30.00 4005	130000	Accounts Receivable			
							CHECK	136946 TOTAL:	30.00
136947	07/20/2021	PRTD	999997	DE ANDA, ANA M OR GHR INVESTMENTS	107133	07/08/2021		072021ub	140.63
	Invoice: 107133					EXP#000601			
				140.63 4000	130000	Accounts Receivable			
							CHECK	136947 TOTAL:	140.63
136948	07/20/2021	PRTD	999997	ENGLUND, DEIDRI	107033	07/01/2021		072021ub	144.77
	Invoice: 107033					UB 6006369 30805 WHITTON			
				144.77 4000	130000	Accounts Receivable			
							CHECK	136948 TOTAL:	144.77
136949	07/20/2021	PRTD	999997	FAHRBACH, BRENDA	107149	07/08/2021		072021ub	30.00
	Invoice: 107149					EXP#000617			
				30.00 4005	130000	Accounts Receivable			
							CHECK	136949 TOTAL:	30.00
136950	07/20/2021	PRTD	999997	FERNANDEZ, CASSANDRA	107153	07/08/2021		072021ub	30.00
	Invoice: 107153					EXP#000621			
				30.00 4005	130000	Accounts Receivable			
							CHECK	136950 TOTAL:	30.00

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
				INVOICE DTL DESC					
136951	07/20/2021	PRTD	999997	FOX, ANTOINETTE	107022	07/01/2021		072021ub	15.67
Invoice: 107022						UB 985905 25575 WINSLOW AVE			
				15.67 4000	130000	Accounts Receivable			
						CHECK		136951 TOTAL:	15.67
136952	07/20/2021	PRTD	999997	GALLAGHER, JULIE	107131	07/08/2021		072021ub	30.00
Invoice: 107131						EXP#000599			
				30.00 4005	130000	Accounts Receivable			
						CHECK		136952 TOTAL:	30.00
136953	07/20/2021	PRTD	999997	GUGEL, SHELBY & NIEHUS, KRISTIN	107141	07/08/2021		072021ub	167.40
Invoice: 107141						EXP#000609			
				167.40 4005	130000	Accounts Receivable			
						CHECK		136953 TOTAL:	167.40
136954	07/20/2021	PRTD	999997	HARDENBROOK, JANE	107018	07/01/2021		072021ub	21.26
Invoice: 107018						UB 178995 3406 ACACIA WAY			
				21.26 4005	130000	Accounts Receivable			
						CHECK		136954 TOTAL:	21.26
136955	07/20/2021	PRTD	999997	HARMON, ROBERT	107030	07/01/2021		072021ub	67.82
Invoice: 107030						UB 188875 1889 222ND LN			
				67.82 4000	130000	Accounts Receivable			
						CHECK		136955 TOTAL:	67.82
136956	07/20/2021	PRTD	999997	HENRY, RUSSELL & SUSI	107032	07/01/2021		072021ub	42.60
Invoice: 107032						UB 163445 24208 LASSO LANE			
				42.60 4000	130000	Accounts Receivable			
						CHECK		136956 TOTAL:	42.60
136957	07/20/2021	PRTD	999997	KHANDROS, COURTNEY	107019	07/01/2021		072021ub	30.00
Invoice: 107019						UB 171833 21194 GRANADA RD			
				30.00 4005	130000	Accounts Receivable			
						CHECK		136957 TOTAL:	30.00

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
				INVOICE DTL DESC					
136958	07/20/2021	PRTD	999997	LAMEW, REX	107036	07/01/2021		072021ub	59.90
Invoice: 107036				UB 970424 4936 238TH LN					
				59.90 4000 130000 Accounts Receivable					
						CHECK	136958	TOTAL:	59.90
136959	07/20/2021	PRTD	999997	LARKHAM, ASHLEY	107147	07/08/2021		072021ub	145.90
Invoice: 107147				EXP#000615					
				145.90 4000 130000 Accounts Receivable					
						CHECK	136959	TOTAL:	145.90
136960	07/20/2021	PRTD	999997	LECLERC, DARREN	107146	07/08/2021		072021ub	8.74
Invoice: 107146				EXP#000614					
				8.74 4005 130000 Accounts Receivable					
						CHECK	136960	TOTAL:	8.74
136961	07/20/2021	PRTD	999997	MALISA, KAREN & STEPHEN	107148	07/08/2021		072021ub	8.74
Invoice: 107148				EXP#000616					
				8.74 4005 130000 Accounts Receivable					
						CHECK	136961	TOTAL:	8.74
136962	07/20/2021	PRTD	999997	MAYBERRY, SAUNDRA	107026	07/01/2021		072021ub	352.90
Invoice: 107026				UB 6003155 5879 247TH					
				352.90 4000 130000 Accounts Receivable					
						CHECK	136962	TOTAL:	352.90
136963	07/20/2021	PRTD	999997	MAZZEI, PHILLIP	107025	07/01/2021		072021ub	15.07
Invoice: 107025				UB 204354 30641 MULBERRY DR					
				15.07 4000 130000 Accounts Receivable					
						CHECK	136963	TOTAL:	15.07
136964	07/20/2021	PRTD	999997	MCARTHUR, MELANIE	107128	07/08/2021		072021ub	101.23
Invoice: 107128				EXP#000596					
				101.23 4001 130000 Accounts Receivable					
						CHECK	136964	TOTAL:	101.23

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
				INVOICE DTL DESC					
136965	07/20/2021	PRTD	999997	MCCULLOUGH, HOLLIE	107152	07/08/2021		072021ub	88.74
	Invoice: 107152					EXP#000620			
				88.74 4000 130000 Accounts Receivable					
								CHECK 136965 TOTAL:	88.74
136966	07/20/2021	PRTD	999997	MESA, ALEJANDRO & SILVIA	107169	07/08/2021		072021ub	48.73
	Invoice: 107169					EXP#000637			
				48.73 4000 130000 Accounts Receivable					
								CHECK 136966 TOTAL:	48.73
136967	07/20/2021	PRTD	999997	MODE, BRUCE	107137	07/08/2021		072021ub	57.45
	Invoice: 107137					EXP#000605			
				57.45 4000 130000 Accounts Receivable					
								CHECK 136967 TOTAL:	57.45
136968	07/20/2021	PRTD	999997	MORGAN, BILLY	107143	07/08/2021		072021ub	36.21
	Invoice: 107143					EXP#000611			
				36.21 4000 130000 Accounts Receivable					
								CHECK 136968 TOTAL:	36.21
136969	07/20/2021	PRTD	999997	OCHOA, JESUS & FANNY	107155	07/08/2021		072021ub	73.27
	Invoice: 107155					EXP#000623			
				73.27 4000 130000 Accounts Receivable					
								CHECK 136969 TOTAL:	73.27
136970	07/20/2021	PRTD	999997	OFFERPAD, LLC	107138	07/08/2021		072021ub	116.46
	Invoice: 107138					EXP#000606			
				116.46 4000 130000 Accounts Receivable					
								CHECK 136970 TOTAL:	116.46
136971	07/20/2021	PRTD	999997	OPENDOOR LABS INC	107139	07/08/2021		072021ub	30.00
	Invoice: 107139					EXP#000607			
				30.00 4005 130000 Accounts Receivable					
								CHECK 136971 TOTAL:	30.00

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
				INVOICE DTL DESC					
136972	07/20/2021	PRTD	999997	PATEL, VIMAL K. & VICTORINA V	107168	07/08/2021		072021ub	25.67
Invoice: 107168						EXP#000636			
				25.67 4000	130000	Accounts Receivable			
						CHECK	136972 TOTAL:		25.67
136973	07/20/2021	PRTD	999997	PHELPS, BILL	107136	07/08/2021		072021ub	122.96
Invoice: 107136						EXP#000604			
				122.96 4000	130000	Accounts Receivable			
						CHECK	136973 TOTAL:		122.96
136974	07/20/2021	PRTD	999997	PONDER, JORDAN & CAVE, DEVIN	107027	07/01/2021		072021ub	33.09
Invoice: 107027						UB 6000589 25409 CLANTON			
				33.09 4000	130000	Accounts Receivable			
						CHECK	136974 TOTAL:		33.09
136975	07/20/2021	PRTD	999997	PORTER, JAN	107151	07/08/2021		072021ub	30.00
Invoice: 107151						EXP#000619			
				30.00 4005	130000	Accounts Receivable			
						CHECK	136975 TOTAL:		30.00
136976	07/20/2021	PRTD	999997	PTACEK, MICHAEL	107132	07/08/2021		072021ub	30.00
Invoice: 107132						EXP#000600			
				30.00 4005	130000	Accounts Receivable			
						CHECK	136976 TOTAL:		30.00
136977	07/20/2021	PRTD	999997	RAHKOLA, RALPH	107029	07/01/2021		072021ub	125.49
Invoice: 107029						UB 6006040 26038 MAPLE			
				125.49 4001	130000	Accounts Receivable			
						CHECK	136977 TOTAL:		125.49
136978	07/20/2021	PRTD	999997	RILEY, MICHELLE & MICHAEL	107160	07/08/2021		072021ub	30.00
Invoice: 107160						EXP#000628			
				30.00 4005	130000	Accounts Receivable			
						CHECK	136978 TOTAL:		30.00

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
				INVOICE DTL DESC					
136979	07/20/2021	PRTD	999997	RIOS, ILIANA	107144	07/08/2021		072021ub	93.03
	Invoice: 107144			EXP#000612					
				93.03 4000 130000 Accounts Receivable					
							CHECK	136979 TOTAL:	93.03
136980	07/20/2021	PRTD	999997	ROSSON, WENDY	107145	07/08/2021		072021ub	118.52
	Invoice: 107145			EXP#000613					
				118.52 4000 130000 Accounts Receivable					
							CHECK	136980 TOTAL:	118.52
136981	07/20/2021	PRTD	999997	ROUNDS CONSTRUCTION, LLC	107134	07/08/2021		072021ub	112.16
	Invoice: 107134			EXP#000602					
				112.16 4000 130000 Accounts Receivable					
							CHECK	136981 TOTAL:	112.16
136982	07/20/2021	PRTD	999997	SEARS, KATIE & TRENT	107021	07/01/2021		072021ub	39.41
	Invoice: 107021			UB 170722 21025 WYCLIFF DR					
				39.41 4005 130000 Accounts Receivable					
							CHECK	136982 TOTAL:	39.41
136983	07/20/2021	PRTD	999997	SEBRING, MICHAEL	107024	07/01/2021		072021ub	30.41
	Invoice: 107024			UB 970429 5021 243RD DR					
				30.41 4000 130000 Accounts Receivable					
							CHECK	136983 TOTAL:	30.41
136984	07/20/2021	PRTD	999997	SMITH, LORI	107017	07/01/2021		072021ub	94.92
	Invoice: 107017			UB 971316 24424 SHERATON LN					
				94.92 4001 130000 Accounts Receivable					
							CHECK	136984 TOTAL:	94.92
136985	07/20/2021	PRTD	999997	SMITH, LORI	107020	07/01/2021		072021ub	53.97
	Invoice: 107020			UB 971316 24424 SHERATON LN					
				53.97 4000 130000 Accounts Receivable					
							CHECK	136985 TOTAL:	53.97

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
				INVOICE DTL DESC					
136986	07/20/2021	PRTD	999997	SMITH, LORI	107023	07/01/2021		072021ub	122.96
	Invoice: 107023					UB 988744 23656 BOWKER ST			
				122.96 4000	130000	Accounts Receivable			
						CHECK	136986	TOTAL:	122.96
136987	07/20/2021	PRTD	999997	STATE 48 CONSTRUCTION, LLC	107013	07/01/2021		072021ub	964.55
	Invoice: 107013					UB 6006654 19217 ALICE			
				964.55 4000	130010	A/R UB Other			
						CHECK	136987	TOTAL:	964.55
136988	07/20/2021	PRTD	999997	STEVE GLADHART	107163	07/08/2021		072021ub	118.64
	Invoice: 107163					EXP#000631			
				118.64 4000	130000	Accounts Receivable			
						CHECK	136988	TOTAL:	118.64
136989	07/20/2021	PRTD	999997	SUN CITY FESTIVAL C/O AAM, LLC	107014	07/01/2021		072021ub	1,500.00
	Invoice: 107014					UB 991257 26501 DES VISTA FRNT OF BLD			
				1,500.00 4000	130010	A/R UB Other			
						CHECK	136989	TOTAL:	1,500.00
136990	07/20/2021	PRTD	999997	SWENSON, RACHELLE & MARK	107161	07/08/2021		072021ub	44.63
	Invoice: 107161					EXP#000629			
				44.63 4000	130010	A/R UB Other			
						CHECK	136990	TOTAL:	44.63
136991	07/20/2021	PRTD	999997	TOEWS, ESTELLA	107170	07/08/2021		072021ub	85.50
	Invoice: 107170					EXP#000638			
				85.50 4000	130000	Accounts Receivable			
						CHECK	136991	TOTAL:	85.50
136992	07/20/2021	PRTD	999997	URBANSKI, JOE	107135	07/08/2021		072021ub	30.00
	Invoice: 107135					EXP#000603			
				30.00 4005	130000	Accounts Receivable			
						CHECK	136992	TOTAL:	30.00

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
				INVOICE DTL DESC					
136993	07/20/2021	PRTD	999997	VALENTINE SALES & MANAGEMENT	107164	07/08/2021		072021ub	118.64
	Invoice: 107164					EXP#000632			
				118.64 4000	130000	Accounts Receivable			
						CHECK	136993 TOTAL:		118.64
136994	07/20/2021	PRTD	999997	VELASCO GARCIA, RAQUEL	107142	07/08/2021		072021ub	72.20
	Invoice: 107142					EXP#000610			
				72.20 4000	130000	Accounts Receivable			
						CHECK	136994 TOTAL:		72.20
136995	07/20/2021	PRTD	999997	VERNON, RANDY	107140	07/08/2021		072021ub	223.20
	Invoice: 107140					EXP#000608			
				223.20 4005	130000	Accounts Receivable			
						CHECK	136995 TOTAL:		223.20
136996	07/20/2021	PRTD	999997	WEST USA REALTY	107034	07/01/2021		072021ub	44.77
	Invoice: 107034					UB 984942 25753 KENDALL ST			
				44.77 4000	130000	Accounts Receivable			
						CHECK	136996 TOTAL:		44.77
				NUMBER OF CHECKS 67		*** CASH ACCOUNT TOTAL ***			7,345.17

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	67	7,345.17

*** GRAND TOTAL *** 7,345.17

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2022 1 628									
APP 4000-201000					Accounts Payable			6,023.10	
07/20/2021	072021ub	ub0720			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				7,345.17
07/20/2021	072021ub	ub0720			AP CASH DISBURSEMENTS JOURNAL				
APP 4005-201000					Accounts Payable			838.03	
07/20/2021	072021ub	ub0720			AP CASH DISBURSEMENTS JOURNAL				
APP 4001-201000					Accounts Payable			484.04	
07/20/2021	072021ub	ub0720			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			7,345.17	7,345.17
APP 9999-201010					DT DF			7,345.17	
07/20/2021	072021ub	ub0720							
APP 4000-101010					Pooled Cash Equity				6,023.10
07/20/2021	072021ub	ub0720							
APP 4005-101010					Pooled Cash Equity				838.03
07/20/2021	072021ub	ub0720							
APP 4001-101010					Pooled Cash Equity				484.04
07/20/2021	072021ub	ub0720							
					SYSTEM GENERATED ENTRIES TOTAL			7,345.17	7,345.17
					JOURNAL 2022/01/628 TOTAL			14,690.34	14,690.34

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
4000 Water Utility Fund	2022	1	628	07/20/2021			
4000-101010				Pooled Cash Equity			6,023.10
4000-201000				Accounts Payable		6,023.10	
					FUND TOTAL	6,023.10	6,023.10
4001 Wastewater Fund	2022	1	628	07/20/2021			
4001-101010				Pooled Cash Equity			484.04
4001-201000				Accounts Payable		484.04	
					FUND TOTAL	484.04	484.04
4005 Environmental Services	2022	1	628	07/20/2021			
4005-101010				Pooled Cash Equity			838.03
4005-201000				Accounts Payable		838.03	
					FUND TOTAL	838.03	838.03
9999 Pooled Cash	2022	1	628	07/20/2021			
9999-104000				Cash in Bank - Checking			7,345.17
9999-201010				DT DF		7,345.17	
					FUND TOTAL	7,345.17	7,345.17

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
4000 Water Utility Fund		6,023.10
4001 Wastewater Fund		484.04
4005 Environmental Services		838.03
9999 Pooled Cash	7,345.17	
TOTAL	7,345.17	7,345.17

** END OF REPORT - Generated by Damika Newman **

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
137458	08/25/2021	PRTD	999997	180 APACHE INVESTORS	108774	08/19/2021		082521UB	71.34
				71.34 4000 130000 Accounts Receivable					
						CHECK	137458 TOTAL:		71.34
137459	08/25/2021	PRTD	999997	BUCKEYE MOBILE DEVELOPMENT LLC	108763	08/19/2021		082521UB	44.80
				44.80 4000 130000 Accounts Receivable					
						CHECK	137459 TOTAL:		44.80
137460	08/25/2021	PRTD	999997	CACTUS ASPHALT	108773	08/19/2021		082521UB	1,405.66
				1,405.66 4000 130000 Accounts Receivable					
						CHECK	137460 TOTAL:		1,405.66
137461	08/25/2021	PRTD	999997	CAMPERO, CAROLYN	108779	08/19/2021		082521UB	151.44
				151.44 4001 130000 Accounts Receivable					
						CHECK	137461 TOTAL:		151.44
137462	08/25/2021	PRTD	999997	DALLYN, TERRY	108778	08/19/2021		082521UB	105.66
				105.66 4000 130000 Accounts Receivable					
						CHECK	137462 TOTAL:		105.66
137463	08/25/2021	PRTD	999997	DERMER, ROBERT	108781	08/19/2021		082521UB	33.78
				33.78 4000 130000 Accounts Receivable					
						CHECK	137463 TOTAL:		33.78
137464	08/25/2021	PRTD	999997	DYER, NEIL	108770	08/19/2021		082521UB	152.37
				152.37 4000 130000 Accounts Receivable					
						CHECK	137464 TOTAL:		152.37
137465	08/25/2021	PRTD	999997	FETSKO, DEBORA	108784	08/19/2021		082521UB	70.35
				70.35 4000 130000 Accounts Receivable					
						CHECK	137465 TOTAL:		70.35
137466	08/25/2021	PRTD	999997	GODDARD, CHAD	108768	08/19/2021		082521UB	25.01
				25.01 4000 130000 Accounts Receivable					

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME			INVOICE	INV DATE	PO	CHECK	NET
								CHECK		137466 TOTAL:	25.01
137467	08/25/2021	PRTD	999997	GRAHAM, ELLIOT			108783	08/19/2021		082521UB	30.29
					30.29	4001	130000	Accounts Receivable			
								CHECK		137467 TOTAL:	30.29
137468	08/25/2021	PRTD	999997	HART, GABRIELA			108764	08/19/2021		082521UB	20.90
					20.90	4005	130000	Accounts Receivable			
								CHECK		137468 TOTAL:	20.90
137469	08/25/2021	PRTD	999997	HENDERSON, DAVID & TAMARA			108771	08/19/2021		082521UB	30.00
					30.00	4005	130000	Accounts Receivable			
								CHECK		137469 TOTAL:	30.00
137470	08/25/2021	PRTD	999997	HOUSTON, DEBRA			108769	08/19/2021		082521UB	7.71
					7.71	4000	130000	Accounts Receivable			
								CHECK		137470 TOTAL:	7.71
137471	08/25/2021	PRTD	999997	JUSTUS, TOM			108775	08/19/2021		082521UB	30.00
					30.00	4005	130000	Accounts Receivable			
								CHECK		137471 TOTAL:	30.00
137472	08/25/2021	PRTD	999997	KEHREN, ARLO & JULIEANN			108780	08/19/2021		082521UB	115.23
					115.23	4001	130000	Accounts Receivable			
								CHECK		137472 TOTAL:	115.23
137473	08/25/2021	PRTD	999997	MORALES, JESUS & CITLALY			108765	08/19/2021		082521UB	316.93
					316.93	4001	130000	Accounts Receivable			
								CHECK		137473 TOTAL:	316.93
137474	08/25/2021	PRTD	999997	NIJMEH, ISAM			108782	08/19/2021		082521UB	33.78
					33.78	4000	130000	Accounts Receivable			
								CHECK		137474 TOTAL:	33.78

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INVOICE	INV DATE	PO	CHECK	NET
137475	08/25/2021	PRTD	999997	NOVAK, WILLIAM & D'ANNA	98325	01/20/2021		082521UB	117.47
				117.47 4000 130000 Accounts Receivable					
						CHECK	137475 TOTAL:		117.47
137476	08/25/2021	PRTD	999997	PARKER, LUCY & KUESTER, GAIL	108766	08/19/2021		082521UB	28.84
				28.84 4001 130000 Accounts Receivable					
						CHECK	137476 TOTAL:		28.84
137477	08/25/2021	PRTD	999997	RENU PROPERTY MANANGEMENT AZ LLC	108777	08/19/2021		082521UB	45.51
				45.51 4000 130000 Accounts Receivable					
						CHECK	137477 TOTAL:		45.51
137478	08/25/2021	PRTD	999997	SAAB, KYONG	108767	08/19/2021		082521UB	21.26
				21.26 4005 130000 Accounts Receivable					
						CHECK	137478 TOTAL:		21.26
137479	08/25/2021	PRTD	999997	STEVENS, JAMIE & HEIDI	108776	08/19/2021		082521UB	58.10
				58.10 4000 130010 A/R UB Other					
						CHECK	137479 TOTAL:		58.10
137480	08/25/2021	PRTD	999997	VALENTINE SALES & MANAGEMENT	108772	08/19/2021		082521UB	123.33
				123.33 4000 130000 Accounts Receivable					
						CHECK	137480 TOTAL:		123.33
				NUMBER OF CHECKS 23		*** CASH ACCOUNT TOTAL ***			3,039.76

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	23	3,039.76

*** GRAND TOTAL *** 3,039.76

JOURNAL ENTRIES TO BE CREATED

CLERK: acruz

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2022 2 894									
APP 4000-201000					Accounts Payable			2,294.87	
08/25/2021	082521UB	UB0825			AP CASH DISBURSEMENTS JOURNAL				
APP 9999-104000					Cash in Bank - Checking				3,039.76
08/25/2021	082521UB	UB0825			AP CASH DISBURSEMENTS JOURNAL				
APP 4001-201000					Accounts Payable			642.73	
08/25/2021	082521UB	UB0825			AP CASH DISBURSEMENTS JOURNAL				
APP 4005-201000					Accounts Payable			102.16	
08/25/2021	082521UB	UB0825			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			3,039.76	3,039.76
APP 9999-201010					DT DF			3,039.76	
08/25/2021	082521UB	UB0825							
APP 4000-101010					Pooled Cash Equity				2,294.87
08/25/2021	082521UB	UB0825							
APP 4001-101010					Pooled Cash Equity				642.73
08/25/2021	082521UB	UB0825							
APP 4005-101010					Pooled Cash Equity				102.16
08/25/2021	082521UB	UB0825							
					SYSTEM GENERATED ENTRIES TOTAL			3,039.76	3,039.76
					JOURNAL 2022/02/894 TOTAL			6,079.52	6,079.52

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
4000 Water Utility Fund	2022	2	894	08/25/2021			
4000-101010				Pooled Cash Equity			2,294.87
4000-201000				Accounts Payable		2,294.87	
					FUND TOTAL	2,294.87	2,294.87
4001 Wastewater Fund	2022	2	894	08/25/2021			
4001-101010				Pooled Cash Equity			642.73
4001-201000				Accounts Payable		642.73	
					FUND TOTAL	642.73	642.73
4005 Environmental Services	2022	2	894	08/25/2021			
4005-101010				Pooled Cash Equity			102.16
4005-201000				Accounts Payable		102.16	
					FUND TOTAL	102.16	102.16
9999 Pooled Cash	2022	2	894	08/25/2021			
9999-104000				Cash in Bank - Checking			3,039.76
9999-201010				DT DF		3,039.76	
					FUND TOTAL	3,039.76	3,039.76

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
4000 Water Utility Fund		2,294.87
4001 Wastewater Fund		642.73
4005 Environmental Services		102.16
9999 Pooled Cash	3,039.76	
TOTAL	3,039.76	3,039.76

** END OF REPORT - Generated by Anacelia Cruz **

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.A. Boards and Commissions Changes
DATE PREPARED: 09/16/21	**DISTRICT NO.:** ALL
STAFF LIAISON: Summer Stewart, Deputy City Clerk, sstewart@buckeyeaz.gov, (623) 349-6914	
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 reappointment of Carl Goin as a Regular Member of the Buckeye Pollution Control Corporation (BPCC) with a term expiration date of December, 2027.

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. Carl Goin will be reappointed to serve an additional six year term on the BPCC.

Boards and Commissions applications are available for review 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: 09/21/21	**AGENDA ITEM:** 6.B. Buckeye Youth Council Reappointments
DATE PREPARED: 09/16/21	**DISTRICT NO.:** ALL
STAFF LIAISON: Maria Riebs, Assistant to the City Council, mriebs@buckeyeaz.gov, (623) 349-6955	
DEPARTMENT: Mayor & Council	**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 reappointment of Peter van den Akker, Valentina Lopez, Rozetta Locksa, Shantel Leyva, Amanda Trice, Isabelle Guy, and Kamrynn Smith as Regular Members of the Buckeye Youth Council, with a term expiration date of August, 2022.

RELEVANT GOALS:
GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:
The City encourages community involvement in our programs though our boards and commissions. The Buckeye Youth Council (BYC) consists of a diverse group of youth members representing all City communities and informs the City Council on issues related to the youth. Peter van den Akker, Valentina Lopez, Rozetta Locksa, Shantel Leyva, Amanda Trice, Isabelle Guy, and Kamrynn Smith are current members of the BYC seeking reappointment.

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: 09/21/21	**AGENDA ITEM:** 6.C. Federal Transit Administration Title VI Nondiscrimination Program Notice
DATE PREPARED: 09/16/21	**DISTRICT NO.:**
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. 54-21 adopting a Title VI Plan for the City of Buckeye's transit services with Federal Transit Authority.

RELEVANT GOALS:
GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:
The Civil Rights Act of 1964 prohibits discrimination on the basis of race. Section 601 of Title VI of the Civil Rights Act of 1964 states that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, activity or service receiving federal financial assistance."

The City of Buckeye is recipient of federal funds from the FTA and has used these funds for providing transit services, and constructing and expanding the Buckeye Park and Ride. The City is required to submit a Title VI Program for transit services every three years to be compliant in receiving FTA funds.

Federal guidelines require Title VI Programs and updates to be approved by the City Council and signed by the City Manager. In the Program and each update, sub-recipients are required to:

- Take reasonable actions to ensure that no person is excluded from participation in or denied the benefits of, its transit services on the basis of race, color, or national origin as per Title VI of the Civil Rights Act of 1964, Section 601.

On November 9, 2018, a Final Report from the FTA documented the results of the FTA's Triennial Review of federal requirements in 20 areas. Title VI was one of those areas where the FTA requested corrections. To comply with this corrections, the Public Works Department has prepared a Title VI Plan.

BENEFITS:
The Title VI Plan is a "Notice to the Public" which redresses to victims of crime and human rights violations on how to file a complaint.

FUTURE ACTION:
The city is required to submit a Title VI Program for review every three years to receive FTA funds for future grants.

FINANCIAL IMPACT STATEMENT:
There is no fiscal impact resulting from this action.

BUDGETED:
No

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Title VI Implementation Plan.pdf
Language Assistance Plan - Attachment A.pdf
RES 54-21 Title VI Plan for Transit Services with the Federal Transit Authority.pdf

Title VI Implementation Plan

BUCKEYE, AZ

September 1, 2021-August 31, 2024

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Title VI Policy Statement

The City of Buckeye policy assures full compliance with Title VI of the Civil Rights act of 1964 and related statutes and regulations in all programs and activities. Title VI states that "no person shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination" under any City of Buckeye sponsored program or activity. There is no distinction between the sources of funding.

City of Buckeye also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. Furthermore, City of Buckeye will take reasonable steps to provide meaningful access to services for persons with limited English proficiency.

When City of Buckeye distributes Federal-aid funds to another entity/person, City of Buckeye will ensure all subrecipients fully comply with City of Buckeye Title VI Nondiscrimination Program requirements. The City Manager has delegated the authority to the Director of Public Works, Title VI Program Coordinator, to oversee and implement FTA Title VI requirements.

_____

Roger Klingler, City Manager

Title VI Notice to the Public

Notifying the Public of Rights Under Title VI

City of Buckeye

The City of Buckeye operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Buckeye.

For more information on the City of Buckeye's civil rights program, and the procedures to file a complaint, contact Lizbeth Camacho, ADA Coordinator, 623-349-6912, (TTY (623) 234-9508); email LCamacho@buckeyeaz.gov; or visit our administrative office at 530 East Monroe Avenue. For more information, visit www.buckeyeaz.gov.

A complainant may file a complaint directly with the City of Phoenix Public Transit Department or the Federal Transit Administration (FTA) by filing a complaint directly with the corresponding offices of Civil Rights:

City of Phoenix Public Transit Department:
ATTN: Title VI Coordinator
302 N. 1st Ave., Suite 900
Phoenix, AZ 85003

FTA:
ATTN: Title VI Program Coordinator, East Building
5th Floor-TCR 1200 New Jersey Ave.
SE Washington, DC 20590

If information is needed in another language, contact 1-800-752-6906. Para información en Español, llame: 1-800-752-6906.

The above notice is posted in the following locations: Public Works Yard at 23454 West MC Highway 85; City Clerk's Office at 530 East Monroe Avenue; Park N Ride at 19580 West Palm Ln; Senior Center at 201 East Centre Avenue; and Library at 21699 W Yuma Rd Suite 116

This notice is posted online at www.buckeyeaz.gov

Title VI Notice to the Public -Spanish

Aviso al Público Sobre los Derechos Bajo el Título VI
CITY OF BUCKEYE

La ciudad de Buckeye administra sus programas y servicios sin considerer raza, o origen nacional en conformidad con el Título VI de la Ley de los Derechos Civiles de 1964. El nivel y la calidad de servicios de transporte serán provehidos sin consideración a su raza, color, o pais de origen.

Para obtener más información sobre la ciudad de Buckeye's programa de derechos civiles, y los procedimientos para presentar una queja, contacte a Lizbeth Camacho (623) 349-6912 (TTY (623) 234-9508); correo electronica LCamacho@buckeyeaz.gov; o visite nuestra Oficina del Secretario Municipal en 530 E Monroe Ave. Para obtener más información, visite www.buckeyeaz.gov.

El puede presentar una queja directamente con City of Phoenix Public Transit Department o Federal Transit Administration (FTA) mediante la presentación de una queja directamente con las oficinas correspondientes de Civil Rights:

City of Phoenix Public Transit Department:
ATTN Title VI Coordinator 302 N. 1st Ave., Suite 900,
Phoenix AZ 85003

FTA:
ATTN Title VI Program Coordinator, East Building,
5th Floor –TCR 1200 New Jersey Ave.,
SE Washington DC 20590

Para información en Española llame: 1-800-752-6096

The above notice is posted in the following locations: Public Works Yard at 23454 West MC Highway 85; City Clerk's Office at 530 East Monroe Avenue; and Park N Ride at 19580 West Palm Ln

This notice is posted online at www.buckeyeaz.gov

Title VI Complaint Procedures

What Is Title VI?

Title VI is a section of the Civil Rights Act of 1964 requiring that "no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

How Do I File a Complaint?

Any person who believes that he or she has been excluded from participation in, been denied the benefits of, or otherwise subjected to unlawful discrimination under any Valley Metro or City of Phoenix service, program or activity, and believes the discrimination is based on race, color or national origin, may file a formal complaint with Valley Metro Customer Service or directly with the City of Phoenix. This antidiscrimination protection also extends to the activities and programs of Valley Metro's and City of Phoenix's third-party Transit Service Provider (TSP) contractors. Valley Metro and the City of Phoenix use the Customer Assistance System (CAS) to capture all complaints received for the regional transit system. Any such complaint must be filed within 180 days of the alleged discriminatory act (or latest occurrence).

To submit a complaint online, complete the online complaint form at the following link: valleymetro.org/form/title-vi-complaint-form

Complaints can also be submitted in writing using the Title VI complaint form, or by calling Customer Service at (602) 253-5000, TTY: (602) 251-2039. Completed and signed forms should be mailed to:

Regional Public Transportation Authority
4600 East Washington Street, Suite 101
Phoenix, AZ 85034
Email: csr@valleymetro.org
Phone: (602) 253-5000
TTY: (602) 251-2039

The compliant form is located on our website:
valleymetro.org/about/civil-rights

To file a complaint directly with the City of Phoenix:

Attention: Title VI Coordinator
City of Phoenix Public Transit Department
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003

Email: PHXTransitEO@phoenix.gov
Phones: (602) 262-7242
phoenix.gov/publictransit/title-vi-notice

Individuals may also file complaints directly with the Federal Transit Administration (FTA) within the 180-day timeframe:

Federal Transit Administration (FTA)
Attention: Title VI Coordinator
East Building, 5th Floor –TCR
1200 New Jersey Avenue, SE
Washington, D.C. 20590

Customer Service

Complaints received by Valley Metro Customer Service representatives or by the City of Phoenix Title VI Coordinator will be documented and assigned to the appropriate TSP (operator or administrator of the service) responsible for investigation in accordance with federal standards (28 CFR Part 35 and FTA Circular 4702.1B). The TSP has 30 days to investigate each complaint. If more information is needed to resolve the case, the TSP may contact the complainant and request additional information. Complainants must provide additional information within 10 days of the request or the complaint may be deemed undeterminable and will be administratively closed. Cases may also be administratively closed if a complainant informs Valley Metro or the City of Phoenix that they no longer wish to pursue the complaint. Requests to close a complaint can be requested by phone, email or in writing (see contact information above). Complaints may be administratively closed for non-responsiveness by the complainant.

Following the investigation, all complaints shall be concluded with a determination entered in the CAS. The determination entry shall state the investigation determined the complaint was valid,[1] invalid,[2] or undeterminable.[3] If the investigation determines the alleged Title VI complaint violations of race, color or national origin discrimination are valid, a detailed corrective resolution to remedy the situation shall be provided to the complainant. If the investigation results determine there was no alleged Title VI discrimination based on race, color or national origin, the case will be closed. The complainant shall be notified of the investigation results in the manner identified (for example, email, phone, letter). A complainant can appeal the decision within **60 days** of notification of the investigation results. Appeals must be submitted to Valley Metro or the City of Phoenix.

All Title VI complaints and investigations are reviewed by Valley Metro, the Customer Service Administrator (CSA) and City of Phoenix staff.

[1] Valid: fact-based, binding, acceptable, enforceable
[2] Invalid: null and void, unacceptable, unenforceable
[3] Undeterminable: incapable of being decided, settled, or fixed; not determinable

For more information on Valley Metro's Title VI Program and procedures by which to file a complaint, contact the Title VI Coordinator at (602) 322-4514.

For more information on the City of Phoenix's Civil Rights Program and the procedures by which to file a complaint, contact the Title VI Coordinator at (602) 262-7242.

Requesting Information

Note: To request information in alternative formats, please contact Customer Service at csr@valleymetro.org or phone: (602) 253-5000 or at the City of Phoenix at phone (602) 262-7242, TTY: (602) 251-2039

Tracking a Title VI Complaint

As complaints are received, they are logged into the CAS. Within 24 to 48 hours of logging the complaint, the Valley Metro CSA assigns the complaint to the appropriate TSP for investigation and documentation.

The TSP has 30 days to complete their investigation, including obtaining additional information needed from the complainant to investigate or to resolve the case. The investigator will follow the complaint process, and once the investigation is concluded, the case resolution will be documented in the CAS.

The CAS is programmed to notify the CSA if a complaint has not been responded to within the required time frame. Upon system notification, the CSA will send out a reminder notice to the appropriate TSP that the case is not yet resolved or closed out.

Once the case has been resolved, the complainant will receive a response in the manner identified.

Valley Metro and the City of Phoenix monitors the process monthly to ensure Title VI complaints are fully investigated, adequately documented, and that the complainant was responded to in the manner requested. Should an inaccuracy be found, Valley Metro and/or the City of Phoenix will work with the CSA and the appropriate TSP to reopen the complaint for further investigation until resolution or completion.

Investigating a Title VI Complaint

Each documented Title VI investigative report must address each of the "Seven Federal Investigative" steps found in 28 CFR, Part 35, and in FTA Circular 4702.IA. The five steps are:

STEP ONE: The TSP will review the complaint information entered into CAS by Valley Metro Customer Service staff. Any new issues identified during the investigation should also be documented in CAS.

STEP TWO: Interviews and collections of facts.

- TSP identifies respondents to interview, if needed.
- TSP interviews respondents identified and documents details from the interviews in the CAS.
- Investigate every "issue" (stated in the statement of issues noted in step one).
- Separate facts from opinions.

"Respondent" is not confined to the transit vehicle operator. "Respondent" is defined as *any* source of information that can contribute to the investigation, such as:

- Complainant
- Operator
- Radio/Dispatch/OCC reports
- Maintenance staff
- City Transit staff
- Witnesses
- Other transit employees

The TSP identifies, collects and reviews other information and/or documents that provide facts for the investigation. Any applicable information is to be documented in CAS. Documents to review can include:

- GPS tracking software and programs
- Maintenance records
- Spotter reports
- Video (camera) and/or audio recordings
- Courtesy cards
- Incident reports (supervisor, transit police, fare/security inspectors)
- Route history
- Other documents deemed appropriate by the TSP

STEP THREE: TSP documents pertinent regulations, rules, policies and procedures that apply to the investigation in the CAS under the case number assigned.

Pertinent regulations, rules, policies, and procedures may include:

- Title VI requirements
- Company rules and procedures
- Valley Metro and City of Phoenix policies and service standards
- Contractual requirements

STEP FOUR: Complaint determination.

- TSP compares each fact from "findings of fact" to the list of regulations, rules, etc.
- TSP makes a fact-based determination of alleged violation(s)

STEP FIVE: Description of resolution for each valid violation.

- TSP describes specific corrective actions for *each* violation found.
- TSP documents follow-up action, if applicable.
- TSP documents the complaint resolution in the CAS.

TSP Complaint Resolution(s):

- Must include a specific complaint resolution for each valid violation noted.
- Document a follow-up action plan, where applicable.
- If no valid violations are found, note policies, procedures, etc. reviewed during the investigation and with transit operator.
- Documented complaint information should always include staff initials, title, and dates.

Response to Customer

TSP will respond to the customer in the manner identified and will document the response provided in CAS under the case number assigned.

Title VI Complaint Form

Any person who believes that he or she has been discriminated against by Valley Metro or City of Phoenix or any of its service providers and believes the discrimination was based upon race, color or national origin, may file a formal complaint with Valley Metro Customer Service.

Please provide the following information to process your complaint. Alternative formats and languages are available upon request. You can reach Customer Service at 602.253.5000 (TTY: 602.251.2039) or via email at *csr@valleymetro.org.*

SECTION 1: CUSTOMER INFORMATION

First Name:_____ Last Name:_____
Address:_____
City:_____ State:_____ Zip:_____
Home Phone:_____ Cell Phone:_____
Email:_____ Preferred method of contact: ☐ Phone ☐ Email

SECTION 2: INCIDENT INFORMATION

Date of Incident:_____ Time of Incident:_____ ☐ AM ☐ PM City:_____
Incident Location:_____ Direction of Travel:_____
Route #:_____ Bus/Light Rail/Streetcar #:_____
Service Type: ☐ Local Bus ☐ Express/RAPID ☐ Circulator/Connector ☐ Light Rail ☐ Streetcar ☐ Dial-a-Ride
Operator Name:_____
Operator Description:_____
What was the discrimination based on *(Check all that apply):* ☐ Race ☐ Color ☐ National Origin ☐ Other_____

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known), as well as names and contact information of any witnesses. If more space is needed, please use the back of this form. You may also attach any written materials or other information relevant to your complaint.

Have you filed this complaint with the Federal Transit Administration (FTA)? ☐ Yes ☐ No
If yes, please provide information about a contact person at the FTA where the complaint was filed:
Name:_____ Title:_____
Address:_____ Phone:_____

Have you previously filed a Title VI complaint with this agency? ☐ Yes ☐ No
Signature and date required below:

Signature_____
Date_____

City of Phoenix | VALLEY METRO

Forma de Reclamación Bajo El Título VI

Cualquier persona que crea que ha sido discriminada por Valley Metro o la Ciudad de Phoenix o por cualquiera de sus proveedores de servicios y cree que la discriminación fue basada en su raza, color u origen nacional, puede registrar una queja formal ante el Servicio al Cliente de Valley Metro.

Por favor provea la siguiente información para procesar su queja. Hay formatos e idiomas alternativos disponibles si se solicitan. Usted se puede comunicar con el Servicio al Cliente llamando al 602.253.5000 (TTY: 602.251.2039) ó por correo electrónico a *csr@valleymetro.org*.

SECCIÓN 1: INFORMACIÓN DEL CLIENTE

Nombre:_____ Apellido:_____

Domicilio:_____

Ciudad:_____ Estado:_____ Código Postal:_____

Teléfono del Hogar:_____ Teléfono Celular:_____

Correo Electrónico: _____ Método preferido de contacto: ☐ Teléfono ☐ Correo Electrónico

SECCIÓN 2: INFORMACIÓN SOBRE EL INCIDENTE

Fecha del Incidente:_____ Hora del Incidente:_____ ☐ AM ☐ PM Ciudad:_____

Ubicación del Incidente:_____ Dirección del Viaje:_____

Ruta #:_____ Autobús/Tren Ligero/Tranvía #:_____

Tipo de Servicio: ☐ Autobús Local ☐ Express/RAPID ☐ Circulador/Conector ☐ Tren Ligero ☐ Tranvía ☐ Dial-a-Ride

Nombre del/la Operador/a:_____

Descripción del/la Operador/a:_____

¿En qué se basó la discriminación? *(Marque todo lo que sea aplicable):*

☐ Raza ☐ Color ☐ Origen Nacional ☐ Otro_____

Explique lo más claramente posible lo que sucedió y por qué cree usted que se le discriminó. Describa a todas las personas que estuvieron involucradas. Incluya el nombre y la información de contacto de la/s persona/s que le discriminó/aron (si los conoce), así como los nombres y la información de contacto de cualquier testigo. Si se necesita más espacio, por favor use el reverso de esta forma. Usted también puede adjuntar cualquier material por escrito u otra información relevante a su queja.

¿Ha usted registrado esta queja ante la Administración Federal de Transporte (FTA por sus siglas en inglés)? ☐ Sí ☐ No
Si contestó Sí, por favor provea información sobre una persona de contacto en la administración FTA donde se registró la queja:

Nombre:_____ Título:_____

Domicilio:_____ Teléfono:_____

¿Ha usted registrado previamente una queja bajo el Título VI ante esta agencia? ☐ Sí ☐ No
Firma y fecha requeridas abajo:

Firma_____

Fecha_____

City of Phoenix | VALLEY METRO

Title VI Investigations, Complaints, and Lawsuits

This form will be submitted annually. If no investigations, lawsuits, or complaints were filed, a blank form will be submitted.

	Date Case Filed (Month, Day, Year)	Case Summary (include basis of complaint: ex. Race, color, national origin)	Case Status/Response	Case Resolution/Action
Investigations				
1)				
2)				
3)				
4)				
5)				
Lawsuits				
1)				
2)				
3)				
4)				
5)				
Complaints				
1)				
2)				
3)				
4)				
5)				

X City of Buckeye has not had any Title VI complaints, investigations, or lawsuits in 2020.

CITY OF BUCKEYE Public Participation Plan

City of Buckeye through Valley Metro is engaging the public in its planning and decision-making processes, as well as its marketing and outreach activities. The public will be invited to participate in the process whether through public meetings or surveys.

The City of Buckeye does not anticipate that its transit-related programs and activities will change during the next year. In the event there are changes proposed to the City, the City will utilize Valley Metro's Title VI Public Participation Plan.

Public Meetings:

(1) Public meetings are scheduled to increase the opportunity for attendance by stakeholders and the general public. This may require scheduling meetings during non-traditional business hours, holding more than one meeting at different times of the day or on different days, and checking other community activities to avoid conflicts.

(2) When a public meeting or public hearing is focused on a planning study or program related to a specific geographic area or jurisdiction within the region, the meeting or hearing is held within that geographic area or jurisdiction.

(3) Public meetings are held in locations accessible to people with disabilities and are located near a transit route when possible.

Valley Metro Public Participation Plan

Introduction

The regional transit public input/outreach process is conducted by Valley Metro for various transit-related activities and actions. Throughout the year, Valley Metro conducts public outreach activities related to capital projects, transit service changes, fare changes, and other transit-related events. This Title VI Public Participation Plan was established to ensure adequate inclusion of the public throughout the Phoenix metropolitan community in accord with the content and considerations of Title VI of the Civil Rights Act of 1964. Federal regulations state that recipients of federal funding must "promote full and fair participation in public transportation decision-making without regard to race, color or national origin." Valley Metro uses this Plan to ensure adequate involvement of low-income, minority and limited English proficient (LEP) populations, following guidance from the Title VI Requirements and Guidelines for Federal Transit Administration Recipients Circular[4] (Circular).

Involving the general public in Valley Metro practices and decision-making processes provides helpful information to improve the transit system and better meet the needs of the community. Although public participation methods and extent may vary with the type of plan, program and/or service under consideration as well as the resources available, a concerted effort to involve all affected parties will be conducted in compliance with this Plan along with Federal regulations. To include effective strategies for engaging low-income, minority and LEP populations, the Circular suggests that the following may be considered:

- Scheduling meetings at times and locations that are convenient and accessible for minority and LEP communities.
- Employing different meeting sizes and formats.
- Coordinating with community- and faith-based organizations, educational institutions and other organizations to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities.
- Considering radio, television print and/or digital ads or information on stations, in publications and through communication channels that serve LEP populations.

Providing opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments. Valley Metro currently practices all of these strategies, in compliance with Federal regulations, so that minority, low-income and LEP populations are informed and also have meaningful opportunities to engage in planning activities and provide input as part of the decision-making process.

[4] United States Department of Transportation, Federal Transit Administration, Circular 4702.1B.

Typical Public Participation Opportunities

Valley Metro provides opportunities to share information or receive public input through a variety of methods for public participation utilized to engage low-income, minority and LEP populations through many outlets.

For planning efforts, including fare and service changes, public meeting locations are held at a centralized area or near affected route areas and bilingual staff is available. Public notices and announcements are published in minority-focused publications; some examples include: the *Arizona Informant* (African American community), *Asian American Times* (Asian American community), *La Voz* and *Prensa Hispana* (Hispanic community). Press releases are also sent to these media sources regarding fare changes, service changes and other programs. Additionally, printed materials, including comment cards or surveys, are available in Spanish.

A key participation effort, the Rider Satisfaction Survey, is conducted every two years. This survey is administered on transit routes across the region, reaching transit riders that live in minority and/or low-income communities. The survey, administered in English and Spanish, measures rider satisfaction with transit services and captures comments for improvements.

Throughout the year, minority, low-income and LEP populations have access to information via the Valley Metro Customer Service Center. The Customer Service Center is open 5 a.m. to 10 p.m., Monday through Friday; 6 a.m. to 8 p.m. on Saturdays; and 8 a.m. to 5 p.m. on Sundays and designated holidays. Customer Service staff is multilingual.

Also available is the website at valleymetro.org. Most information including meeting announcements, meeting materials and other program information is available on the website in both English and Spanish. If users would like information in another language, Valley Metro features Google translate on its website. This allows Valley Metro to reach citizens in five languages with information on transportation services, proposed service changes and other programs.

Public Participation Methods

Valley Metro uses several specific public involvement techniques to ensure that minority, low-income and LEP persons are involved in transit decisions. Through the use of public involvement, media outlets and printed or electronic materials, Valley Metro disseminates information regarding planning efforts. These efforts include the activities described below.

- Public meetings, hearings and open houses are held regularly at community-familiar locations with public transportation access and at convenient times, in collaboration with city partners. These meetings provide an opportunity to meet with citizens and receive their comments and questions on proposed service changes and other programs. For each program, Valley Metro varies its meeting format in order to best engage the targeted population.
- Valley Metro has staff available at public meetings, hearings, events and open houses to answer questions and receive comments in both English and Spanish. Valley Metro also utilizes court reporters to record verbal comments at public hearings.
- Outreach for biannual service changes and other programs are conducted at or near the affected area, for example, along an affected bus route or at an affected transfer location, thus targeting the population that may be most impacted by proposed changes to service or routes. Oftentimes, these efforts are also executed at transit stations, community centers, civic centers or major transfer locations.

- Coordination with community- and faith-based organizations, educational institutions and other organizations occurs regularly. These coordination efforts assist Valley Metro in executing public engagement strategies that reach out to members of the population that may be impacted.
- Valley Metro conducts specially-tailored transit presentations to community groups. This includes mobility training for senior citizens and people with disabilities, as well as information on how to use the transit system for new residents and refugees. More comprehensive travel training is also conducted monthly at a regional center for customers with disabilities.
- All public meeting notices for biannual service changes and other programs are translated to Spanish. Notices regarding Valley Metro projects and programs are widely distributed to the public through multiple methods, including through community- and faith-based organizations as well as via door hangers, direct mail, newspaper advertisement, electronic messaging (email through existing database), social media, door-to-door canvassing and on-board announcements on the transit system.
- Valley Metro publishes advertisements of any proposed service or fare change in minority publications in an effort to make this information more easily available to minority populations. Additionally, Valley Metro sends press releases regarding service changes and other programs to Spanish-language media.
- Valley Metro offers online participation via social media, webinar and email input as an alternative opportunity for comment.
- Major surveying efforts are conducted in both English and Spanish to ensure that the data collected is representative of the general public.
- Valley Metro Customer Service staff is multilingual.
- All comments are documented in a centralized database. For biannual service changes, comments are categorized as "in favor," "not in favor" or "indifferent." Comment summary information is provided to Valley Metro's city partners for review and is also presented to the Valley Metro Board of Directors for consideration when taking action on proposed service changes.

Depending upon the type of project, program, or announcement, public participation methods may be customized to ensure that the general public is adequately involved in the decision-making process.

Conclusion

Valley Metro conducts public outreach throughout the year to involve the general public with agency activities and transit planning processes. Using a variety of communication techniques such as facilitating meetings at varied times and locations, using multiple formats, placing printed materials at multiple outlets and providing opportunities via phone and web to share or collect information, Valley Metro ensures that outreach efforts include opportunities for minority, low-income and LEP populations that may be impacted by the activity or transit planning process under consideration. Valley Metro will continue to involve all communities in an effort to be inclusive of all populations throughout the metro Phoenix area and to also comply with Federal regulations. Valley Metro will continue to monitor and update this Inclusive Public Participation Plan as part of the Title VI Program which is updated triennially.

City of Buckeye

Limited English Proficiency Plan

Valley Metro has conducted a thorough LEP four factor analysis and resulting Language Access Plan to be utilized by all Valley Metro member agencies. This Language Access Plan, as set forth below, will be utilized by the City of Goodyear to ensure compliance with its obligations to Limited English Proficiency (LEP) persons under Title VI.

Please see **Attachment A** for Valley Metro's Language Assistance Plan

Non-elected Committees Membership Table

A sub recipient who selects the membership of transit-related, non-elected planning boards, advisory councils, or committees must provide a table depicting the membership of those organizations broken down by race. Subrecipients also must include a description of the efforts made to encourage participation of minorities on these boards, councils, and committees.

The City of Buckeye does not currently have any transit-related, non-elected planning boards, advisory councils, or committees. Therefore, this section is currently not applicable and the City does not have a process by which to encourage the participation of minorities on same. However, if and when the city of Goodyear creates any such transit-related, non-elected planning boards, advisory councils, or committees, the City will adopt and implement a process which is fully compliant with Title VI and is designed to encourage and facilitate the participation of minorities in compliance with Title VI and any other applicable federal and state law, regulations, and rules.

Monitoring for Subrecipient Title VI Compliance

The City of Buckeye does NOT currently have subrecipients and therefore does NOT monitor subrecipients for Title VI compliance. In the event subrecipients come under the control of the city of Buckeye, the City will adopt and implement a policy and procedure which ensures that all subrecipients comply with their obligations under Title VI and any other applicable federal and state laws, regulations, and rules.

Title VI Equity Analysis

A subrecipient planning to acquire land to construct certain types of facilities must not discriminate on the basis of race, color, or national origin, against persons who may, as a result of the construction, be displaced from their homes or businesses. "Facilities" in this context does not include transit stations or bus shelters, but instead refers to storage facilities, maintenance facilities, and operation centers.

There are many steps involved in the planning process prior to the actual construction of a facility. It is during these planning phases that attention needs to be paid to equity and non-discrimination through equity analysis. The Title VI Equity Analysis must be done before the selection of the preferred site.

Note: Even if facility construction is financed with non-FTA funds, if the subrecipient organization receives any FTA dollars, it must comply with this requirement.

The City of Buckeye has no current or anticipated plans to develop new transit facilities (other than the expansion of the parking lot of the existing Park and Ride facility located on Jackrabbit Trail) covered by these requirements.

Buckeye City Council Approval

Buckeye City Council Approval of Title VI Program

Please see **Attachment B**,

Regional System Wide Standards and Policies

The City of Buckeye contracts transit service through Valley Metro and abides by their system standards and policies, as described below.

Overview

Valley Metro, as the regional transit authority, operates the majority of transit service in Maricopa County with the exception of the City of Phoenix, City of Glendale's local circulator and City of Scottsdale's downtown trolley. Valley Metro coordinated with the City of Phoenix to develop a Regional System-Wide Service Standards and Policies that applies to all services that both entities provide, but they can be also adopted by the cities of Glendale and Scottsdale.

Valley Metro Regional Service Policies for Bus Service

The regional service policies are meant to ensure that transit amenities are distributed fairly throughout the system and vehicles are properly assigned on a route-by-route basis. The City of Buckeye currently owns five (5) bus stops with only one (1), the Park and Ride, having a shaded structure as part of the bus stop feature.

1.0 Vehicle Assignment

1.1 Service Policy

Vehicle assignment refers to the process by which transit vehicles are placed into revenue service throughout the transit system. Vehicles will be assigned to the various depots such that the average age of the fleet serving each depot does not exceed 12 years. Low-floor buses are deployed on frequent service and other high-ridership routes, so these buses carry a higher share of ridership than their numerical proportion of the overall bus fleet. Low-floor buses are also equipped with air conditioning and an automated stop announcement system.

Bus assignments take into account the performance characteristics of service types, and vehicle assignments are matched to the demand (vehicle with more capacity are assigned to service types with higher ridership). Note that some service types have specific vehicle types. Other bus assignments also take into consideration branded service, such as Express/RAPID routes, that has specific sub fleet assignment to it.

1.2 Service Policy Elements

- Vehicle age
- Vehicle assignment records (dispatch bus pullout sheets). The contractor dispatch staff assigns buses daily based on historical knowledge of the route.

1.3 Level of Service Assessment

- Calculate the average age of the entire bus fleet.
- Calculate the average age of the buses assigned to serve minority and low-income routes and for non-minority and non-low-income routes.
- Assessment compares minority to non-minority routes and low income to non-low-income routes.

Valley Metro Regional Service Standards for Bus Service

The regional service standards are quantitative performance standards meant to ensure that fixed route services are fairly applied throughout Valley Metro's service area.

2.0 Vehicle Load

2.1 Vehicle Load Standard

Vehicle load (also known as maximum load) is the ratio of the number of passengers on a vehicle to the number of seats. Valley Metro and the City of Phoenix operates a number of local fixed routes, express routes and circulator service in the region with a number of different bus configurations containing different numbers of seats and how many people can stand on the bus.

The vehicle load threshold is, therefore, broken down to the three main types of service that are based on the average number of seats and the number of standing passengers. The load thresholds are identified below:

Local Fixed Route Service (as defined in Transit Standards and Performance Measures [TSPM] are Local Bus, Key Local Bus, Limited Stop All-Day)

- Two bus types provide local fixed service in the region—a standard 40-foot bus and a 60-foot articulated bus.
- A 40-foot bus contains 36 seats and can comfortably hold 54 passengers. The vehicle load threshold for peak service is expressed as a ratio of 1.50. This means that all seats are filled and there are 18 standees per bus.
- The 60-foot articulated bus contains 55 seats and can comfortably hold 85 passengers. The vehicle load threshold for peak service is expressed as a ratio of 1.50. This means that all seats are filled and there are 30 standees per bus.

Commuter Express/RAPID Service/Limited Stop Peak

- Two bus types provide Express service in the region—a standard 40-foot bus and a 60-foot articulated bus.
- A 40-foot bus contains 36 seats and can comfortably hold 54 passengers. The vehicle load threshold for peak service is expressed as a ratio of 1.50. This means that all seats are filled and there are 18 standees per bus.
- The 60-foot articulated bus contains 55 seats and can comfortably hold 85 passengers. The vehicle load threshold for peak service is expressed as a ratio of 1.50. This means that all seats are filled and there are 30 standees per bus.

Community Circulator Service

- The buses used for the circulators can, on average, seat 17 passengers and comfortably hold 23 passengers. The vehicle load threshold for all day service (such as the BUZZ, ZOOM, MARY, ALEX, SMART, DASH and Orbits) is expressed as a ratio of 1.35. This means that all seats are filled and there are 6 standees per bus. All buses providing this service are ADA accessible.

Rural Connector

- The buses used for the rural connectors can, on average, seat 32 passengers and comfortably hold 38 passengers. The vehicle load threshold for all day service is expressed as a ratio of 1.18. This means that all seats are filled and there are 9 standees per bus. All buses providing this service are ADA accessible.

2.2 Vehicle Load Data Collection

To determine the vehicle load, the following data is gathered:

- Annual random ride check samples or APC data
- Each ride check is one trip on a route
- AM Peak direction samples Monday through Friday
- PM Peak direction samples Monday through Friday
- Samples collected annually throughout the year

2.3 Vehicle Load Assessment

Using the data above, the following analysis is done to determine the vehicle load:

Local Fixed Route Service (Local Bus, Key Local Bus, Limited Stop All-Day)

- Determine number of minority and non-minority routes that have a maximum load ratio of less than 1.50 for AM and PM peak times and calculate the percentages.
- Repeat the calculations for low-income and non-low-income routes.
- Compare level of service between minority and non-minority routes and low-income and non-low-income routes.

Commuter Express/RAPID Service/Limited Stop Peak

- Determine number of minority and non-minority routes that have a maximum load ratio of less than 1.50 for AM and PM peak times and calculate the percentages.
- Repeat the calculations for low-income and non-low-income routes.
- Compare level of service between minority and non-minority routes and low income and non-low-income routes.

Community Circulator Service

- Determine number of minority and non-minority routes that have a maximum load ratio of less than 1.0 for AM and PM Non-Peak times and calculate the percentages.
- Determine number of minority and non-minority routes that have a maximum load ratio of less than 1.40 for AM and PM peak times and calculate the percentages.
- Repeat the calculations for low-income and non-low-income routes.
- Compare level of service between minority and non-minority routes and low income and non-low-income routes.

Rural Connector

- Determine number of minority and non-minority routes that have a maximum load ratio of less than 1.35 for all trip times and calculate the percentages.
- Repeat the calculations for low-income and non-low-income routes.
- Compare level of service between minority and non-minority routes and low income and non-low-income routes.

3.0 Vehicle Headway

Vehicle headway standards are based on the TSPM for regionally funded routes. Transit service standards and performance measures represent rules and guidelines by which the performance of the region's transit system may be evaluated, and decisions regarding transit investments may be prioritized and measured.

3.1 Vehicle Headway Standard

Vehicle headway is the time interval between two vehicles traveling in the same direction on the same route. Table 6 shows the vehicle headway standards for the region.

Table 1 – Vehicle Headway Standards

Service Type	Minimum Headway or Daily Trips	Minimum Span (Week/Sat/Sun)	Minimum Operating Days
Rural Connector	4 trips inbound/4 trips outbound	NA	Mon–Fri
Community/Circulator	30 min	12 hrs/0 hrs/0 hrs	Mon–Fri
Local Bus	30 min*	16 hrs/14 hrs/12 hrs	Mon–Sun
Service Type	**Minimum Headway or Daily Trips**	**Minimum Span (Week/Sat/Sun)**	**Minimum Operating Days**
Key Local Bus	15 min peak/30 min base*	16 hrs/14 hrs/12 hrs	Mon–Sun
Limited Stop Peak	4 trips AM/4 trips PM	NA	Mon–Fri
Limited Stop All-Day	Headways same as LRT, up to 2X peak	16 hrs/14 hrs/12 hrs (same as LRT)	Mon–Fri
Commuter Express	4 trips AM/4 trips PM	NA	Mon–Fri
Light Rail Transit	12 min peak/20 min base	18 hrs/14 hrs/12 hrs	Mon–Sun

**60 min early morning and late night*

For rural connector routes, limited stop peak and commuter express routes, service availability is applied based on a number of daily trips rather than frequency.

2.2 Vehicle Headway Data Collection

Local Fixed Route Service (Local Bus, Key Local Bus, Limited Stop All-Day)

- Measure standard using published fixed route service schedules (no Express, RAPID, Limited Stop Peak or circulator routes.)

Commuter Express/RAPID Service/Limited Stop Peak

- Measure standard using published Express, RAPID and Limited Stop Peak service schedules.

Circulator Service

- Measure standard using published circulator route service schedules.

Rural Connector

- Measure standard using published Rural Connector service schedules.

2.3 Vehicle Headway Assessment

- Determine number of minority and non-minority routes that have a peak headway meeting or exceeding the headway standard for each service type and calculate the percentages.
- Repeat the calculations for low-income and non-low-income routes.
- Compare level of service between minority and non-minority routes and low-income and non-low-income routes.

3.0 On Time Performance

3.1 On Time Performance Standard

On time performance is a measure of bus runs for a particular route completed as scheduled. The service standard threshold is defined as 90 percent or better of all trips on a particular route completed within the allowed on-time window (no more than 0 minutes early and 5 minutes 59 seconds late, compared to scheduled arrival/departure times at published time points).

3.2 On Time Performance Data Collection

- Report data on a monthly basis.
- Use Vehicle Management System (VMS) data. VMS data is not available for the circulators GUS I, II, III and Tempe's Orbits.
- Measure standard using Valley Metro operated local fixed routes.

3.3 On Time Performance Assessment

- Determine number of minority and non-minority routes that have an on-time performance of 90 percent or better on an annual basis and calculate the percentages.
- Repeat the calculations for low-income and non-low-income routes.
- Compare level of service between minority and non-minority routes and low-income and non-low-income routes.

4.0 Service Availability

Transit amenities are locally funded and fall under the responsibility of the jurisdictions within which they are sited. The service availability and service availability assessments are the responsibility of the individual municipalities.

4.1 Service Availability Standard

Service availability is measured by the distribution of bus stops within the regional service area that afford residents accessibility to transit. The service standard is consistent with the TSPM standard and has the following thresholds for each service:

Local Bus and Key Local Bus

- Bus stops are placed approximately 0.25 mile apart. Where development patterns are of higher or lower density than typical within the region, an exception to the recommended stop spacing standard may be warranted.

Limited Stop Peak and Limited Stop All-Day

- Bus stops are placed approximately one mile apart. Where development patterns are of higher or lower density than typical within the region, an exception to the recommended stop spacing standard may be warranted.

Express/RAPID Service

- Express/RAPID stops are strategically placed and are generally located at park-and-ride facilities.
- No more than four inbound Express bus stops.
- Outbound Express/RAPID stops behave more like a local service and will pick up or drop off passengers more frequently.

Community Circulator Service

- Bus stops within the designated stop area of each circulator route are placed no more than 0.25 mile apart.
- In the flag stop zone area of each circulator route, passengers can be picked up anywhere along the route.

4.2 Service Availability Data Collection

- Bus stop database

4.3 Service Availability Assessment

- Identify number of bus stop spacing gaps on each route.
- Calculate the number of bus stop spacing gaps that do not meet the standard as a percentage of the total number of bus stop spacing gaps on a given route.
- Compare percentage of bus stop location gaps that do not meet the standard by minority versus non-minority routes and low-income versus non-low- income routes.

ATTACHMENT A

Language Assistance Plan

Title VI Program

July 2021











1.0 INTRODUCTION

In 1993, the Valley Metro Regional Public Transportation Authority (RPTA) board adopted the name Valley Metro as the identity for the regional transit system in the Phoenix metropolitan area. Under the Valley Metro brand, local governments joined to fund the Valley-wide transit system that serves more than 64 million riders annually. Valley Metro provides fixed route bus service, light rail service, streetcar service (open in late 2021) and complementary ADA paratransit service across the region. Valley Metro provides services with, and distributes transit funds from the countywide transit sales tax to its member agencies including Maricopa County and the cities of Tempe, Mesa, Glendale, Phoenix, Buckeye, Tolleson, Wickenburg, Surprise, Peoria, Chandler, Gilbert, El Mirage, Avondale, Goodyear, Scottsdale, Fountain Hills, and Youngtown. For the most part, Valley Metro and its member agencies use private service providers for the operation of bus, light rail and paratransit services. The Cities of Glendale, Scottsdale, Peoria and Phoenix contract some of their service directly to service providers.

Currently, fixed-route transit service in the metropolitan area is operated by the City of Phoenix, and Valley Metro, Scottsdale and Glendale. There is a total of 893 fixed-route vehicles and 50 light rail vehicles operating in the region. Of these vehicles, 95 are circulators.

The regional transit system has 61 local bus routes that consist of the following: 45 local bus routes, 15 key local bus routes and 1 limited-stop peak route. The region also has 20 Express/RAPID routes, 21 community circulator routes, 1 rural connector route and 1 light rail system. Valley Metro customers made over 64,000,000 boardings during fiscal year 2019.

Seven Four regional entities in the region provide Dial-a-Ride service for seniors and persons with disabilities, as well as Americans with Disabilities Act (ADA) paratransit service for those who are unable to use fixed-route bus service. Annual regional ridership for ADA paratransit and regional ridership for non-ADA general Dial-a-Ride was 1,134,014.

In addition, Valley Metro's Commute Solutions team supports Valley organizations in the mandatory Maricopa County Travel Reduction Program. Toward that goal, the team provides a multipurpose platform at www.ShareTheRide.com that allows commuters to search for carpools, vanpools, transit and bike buddies. In addition to providing this multimodal support, it provides pollution and commute information. In an ongoing effort to educate, the team also provides online training, informational webinars, special promotions for the general public and transportation coordinators.

Valley Metro and the region support the goal of the U.S. Department of Transportation (USDOT) limited English proficient (LEP) guidance to provide meaningful access to its services by LEP persons. The Federal Transit Administration (FTA) notes that transit agencies that provide language assistance to LEP persons in a competent and effective manner will help ensure that their services are safe, reliable, convenient, and accessible to those persons. These efforts may attract riders who would otherwise be excluded from

using the service because of language barriers and, ideally, will encourage riders to continue using the system after they are proficient in English and/or have more transportation options.

1.1 Regulatory Guidance

Title VI of the Civil Rights Act of 1964, provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives federal financial assistance.

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," issued on August 11, 2000, directs each federal agency to publish guidance for its respective recipients to assist with its obligations to LEP persons under Title VI. The Executive Order states that recipients must take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. Providing English-only services may constitute national origin discrimination in violation of Title VI and its implementing regulations.

The FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients", issued in October 2012 reiterates this requirement. Chapter III states that "…FTA recipients must take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (page III-6)."

In the Phoenix Metropolitan Area, there are more than sixty different languages identified in households where English is not the predominate language. Using the "Four Factor Analysis" prescribed by FTA, this plan was developed to ensure that all transit providers effectively communicate with all users of the public transportation agency's services provided.

1.2 Four Factor Analysis

FTA Circular 4702.1B identifies four factors that recipients of federal funds should follow when determining what reasonable steps should be taken to ensure meaningful access for LEP persons.

The four factor analysis involves the following:

1. Identify the number or proportion of LEP persons eligible to be served or likely to be encountered with transit service.
2. Determine the frequency with which LEP individuals come in contact with transit service.
3. Determine the nature and importance of transit service provided to LEP individuals.
4. Assess the resources available to the recipient for LEP outreach, as well as costs associated with that outreach.

This document describes Valley Metro's four-factor analysis and summarizes its LEP efforts, including staff training, followed by a description of how the plan will be monitored and updated.

2.0 LIMITED ENGLISH PROFICIENT POPULATION (FACTOR 1)

Factor 1 assesses the number and proportion of persons with limited English speaking proficiency likely to be encountered within the region's service area, which is defined as a three-quarter mile radial buffer around all fixed route services and a three-mile buffer around park-and-ride and transit facilities for express bus service. The LEP population is those individuals who reported to the Census Bureau that they speak English "less than very well."

2.1 Evaluation Methods and Data Source

In accordance with FTA's policy guidance, the initial step for providing meaningful access to services for LEP persons and maintaining an effective LEP program is to identify LEP populations in the service area and their language characteristics through an analysis of available data. The presence of LEP populations in the regional service area was determined by analyzing the U.S. Census Bureau, 2019 American Community Survey (ACS) 5-year Sample. The 2019 ACS data were used because the 2020 decennial census, at the time of this update, was not available.

2.2 LEP Population Identification

FTA describes LEP persons as having a limited ability to read, write, speak, or understand English. For this LEP analysis, those who reported to the Census Bureau that they speak English "less than very well" were used to tabulate the LEP population for the regional service area.

2.3 American Community Survey

The American Community Survey (ACS) is a continuous nationwide survey conducted monthly by the U.S. Census Bureau to produce annually updated estimates for the same small area (census tracts and block groups) formerly surveyed through the decennial census long-form survey. It is intended to measure changing socioeconomic characteristics and conditions of the population on a recurring basis. It is important to note that the ACS does not provide official counts of the population between each decennial census, but instead provides weighted population estimates. This analysis uses the 2019 ACS 5-year data (2015 to 2019).

ACS data include the number of persons ages five and above who self-identified their ability to speak English as "very well", "well", "not well", and "not at all". **Figure 1** depicts Valley Metro's service area. **Table 1** shows the number of LEP people within Valley Metro's service area in comparison to Maricopa County. There are over 4 million residents in Maricopa County, and 3.5 million reside within Valley Metro's service area. The incidence of LEP persons within Valley Metro's service area is slightly higher than in the county. 8.7 percent of residents in Maricopa County speak English less than "very well", while 9.6 percent of residents within Valley Metro's service area speak English less than "very well".

FIGURE 1: VALLEY METRO SERVICE AREA

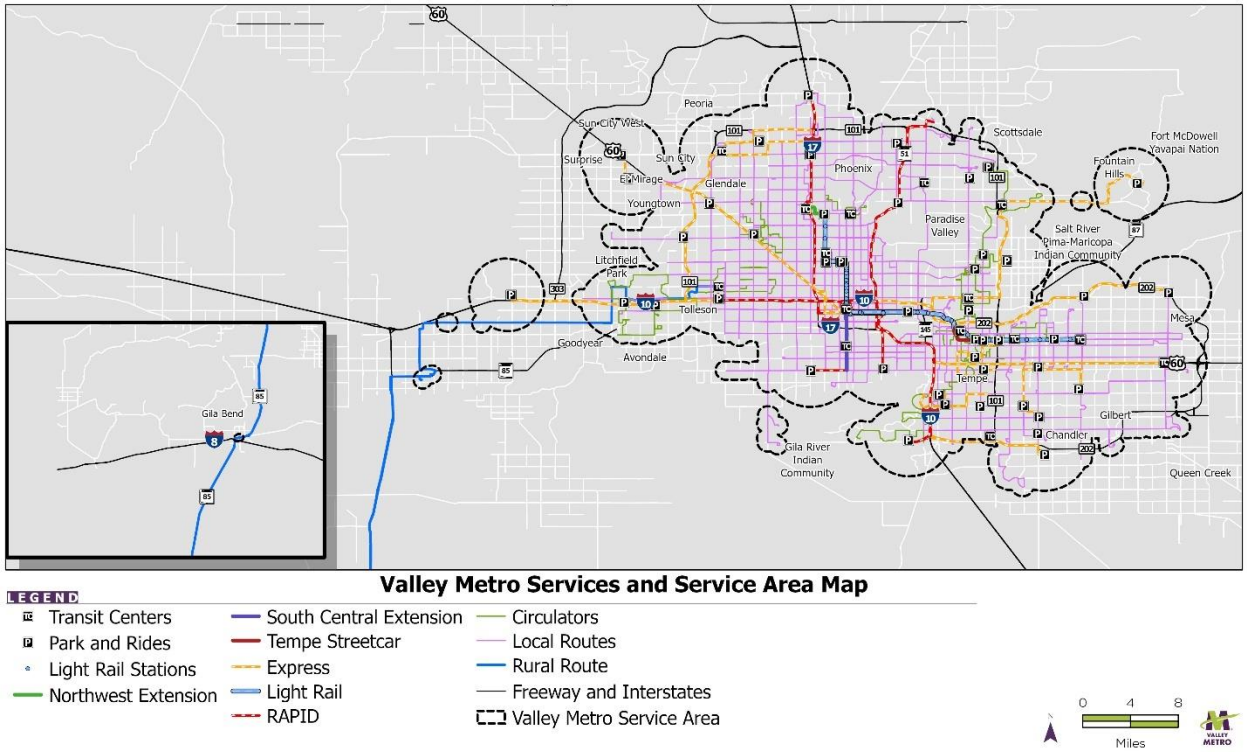


TABLE 1: 2019 ACS DATA, BY LOCATION

County or Area	Total Population Age 5 and Over	Speaks English Only	Speaks English		Percentage Less than Very Well
			Very Well	Less than Very Well	
Maricopa County	4,050,301	2,957,214	737,917	355,170	8.7
Census Tracts within service area[a]	3,530,687	2,501,110	690,264	339,349	9.6

[a] Service Area is defined as a ¾ -mile buffer within local fixed route service and a 3-mile buffer within park-and-ride and transit facilities for express bus service

Table 2 shows English proficiency for the census tracts within the service area population age five years and above by the linguistic categories identified by the U.S. Census Bureau. This includes English, Spanish, Indo-European, Asian or Pacific Islander, and all other languages. The 2019 ACS data show the population self-identified as speaking English less than “very well” was predominantly the Spanish language group, encompassing 261,287 people, or 7.4 percent of the total population age five years and over. Indo-European, Asian or Pacific Islander, and All Other Languages groups account for 78,026 people, or 2.2 percent of the population. Of all those speaking English less than “very well”, the Spanish group makes up 77 percent of the total population over age five with limited English proficiency.

TABLE 2: 2019 ACS DATA, BY LANGUAGE CATEGORY

Language Category	Total Population Age 5 and Over	Speaks English				Percentage Less than Very Well
		Very Well	Well	Not Well	Not At All	
Total	3,530,687	690,264	148,748	119,838	70,727	9.6
English	2,501,110	—	—	—	—	0.0
Spanish	788,929	527,642	100,211	97,690	63,386	7.4
Asian or Pacific Islander	95,307	57,621	22,331	11,922	3,433	1.1
Indo-European	88,411	66,861	14,813	4,981	1,756	0.6
All other languages	56,930	38,140	11,393	5,245	2,152	0.5

The 2019 ACS data also provide information on linguistically isolated households: “A linguistically isolated household is one in which no member 14 years old and over (1) speaks only English and (2) speaks a non-English language and speaks English ‘very well.’ In other words, all members 14 years old and over have at least some difficulty with English” (ACS 2019). In total, the 2019 ACS data identified 1,356,898 households to be linguistically isolated. The entire membership of a linguistically isolated household would be considered LEP. **Table 3** details those data for linguistically isolated and non-linguistically isolated households by language category within the service area.

TABLE 3: 2019 ACS DATA, BY LINGUISTICALLY ISOLATED HOUSEHOLDS

Language Category	Total Households	Isolated Households	Non-isolated Households	Percentage Isolated Households
Census tracts in service area	1,356,898	57,919	330,557	4.3
English	968,422	—	—	—
Spanish	276,605	41,125	235,480	3.0
Asian or Pacific Islander	41,622	7,956	33,666	0.6
Indo-European	46,362	4,648	41,714	0.3
All other languages	23,887	4,190	19,697	0.3

Within the transit service area, 4.2 percent of households are considered linguistically isolated. Again, these are predominantly Spanish households, making up three percent of the total. Remaining languages make up 1.2 percent of households that are classified as linguistically isolated.

Figure 2 shows concentrations of linguistically isolated households in census tracts within the service area. Most areas throughout the region are mixed, although a few pockets of census blocks have concentrations of linguistically isolated households, thus identified as persons with limited English proficiency.

FIGURE 2: CENSUS TRACTS WITH LINGUISTICALLY ISOLATED HOUSEHOLDS

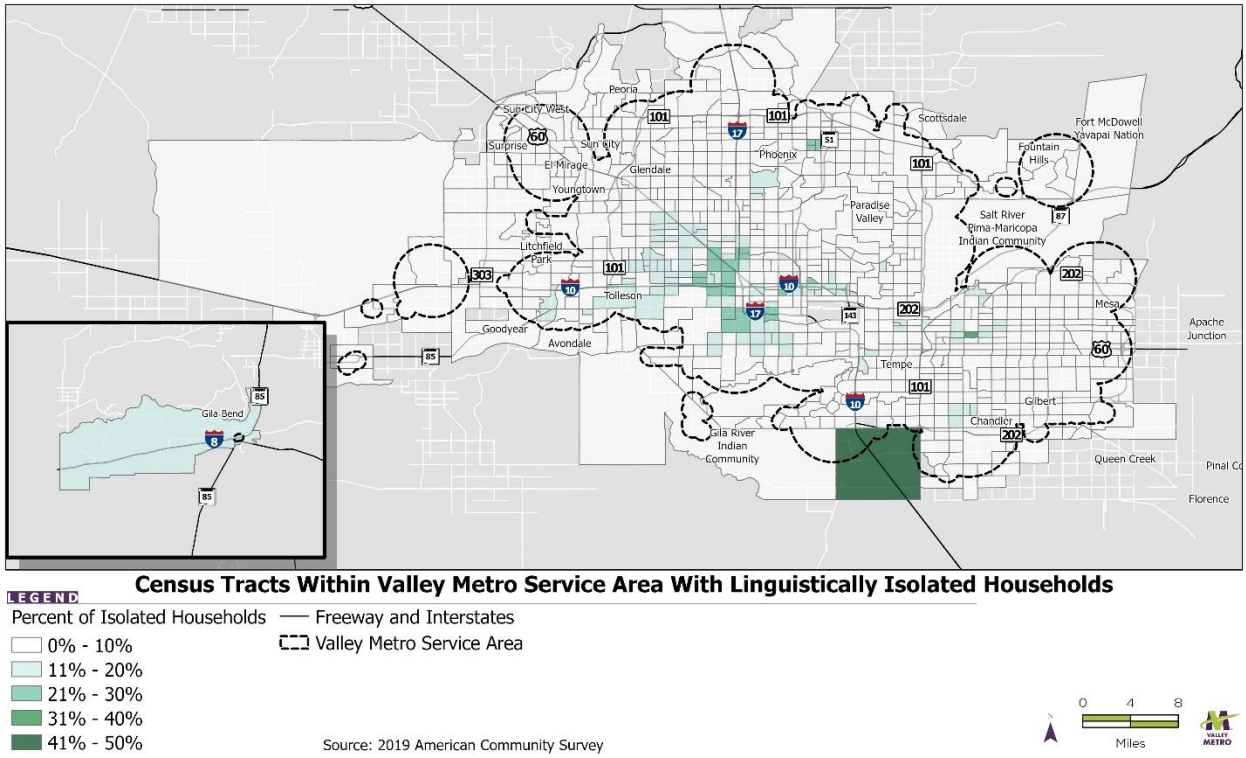
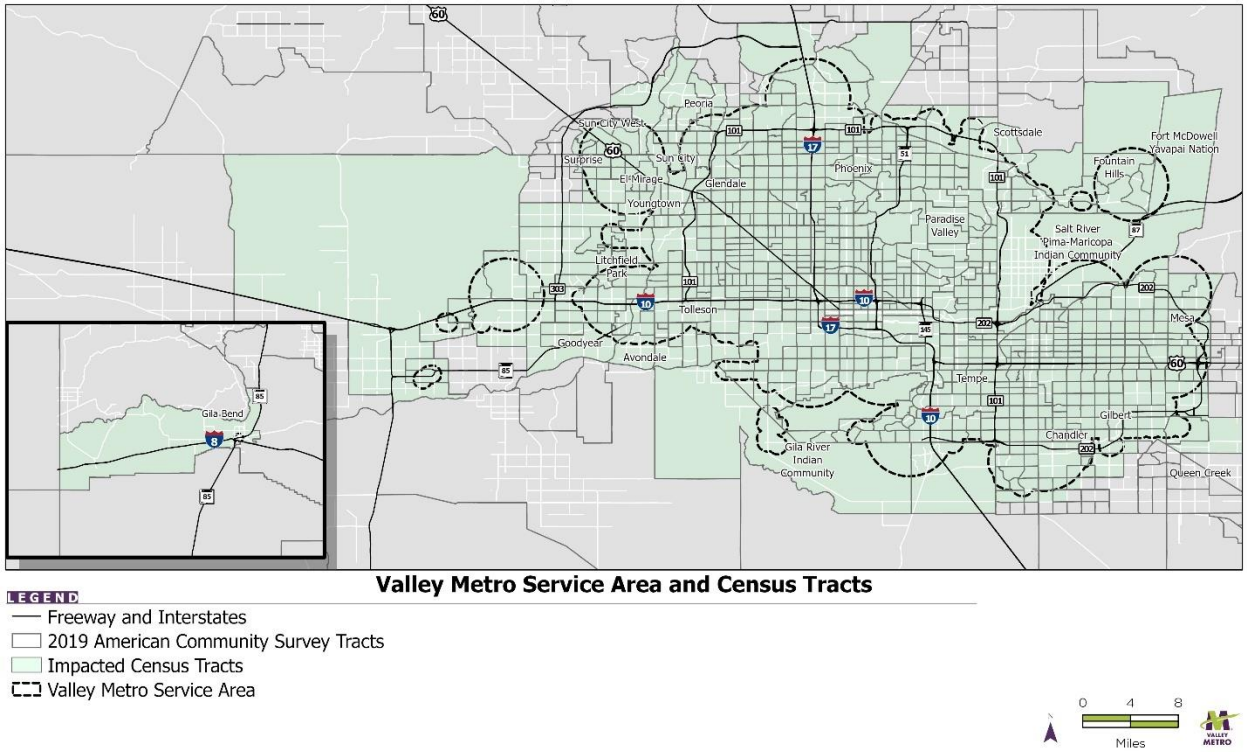


Figure 3 shows the ACS 2019 census tracts within the three-quarter mile buffer of local fixed route service and a three-mile buffer around park-and-ride and transit facilities for express bus service. Census tracts encapsulated within this area are included in the estimates, although they may not be within one-quarter mile of a fixed route.

FIGURE 3: CENSUS TRACTS WITHIN SERVICE AREA



The 2019 ACS data show 12 languages or language groups with 1,000 or more LEP persons. Only one LEP population exceeds both the 1,000 or more individuals and the five percent of the total population of persons eligible to be served or likely encountered. **Table 4** shows the populations that meet either of these thresholds using ACS 2019 population by language and ability, sorted by percentage of LEP population.

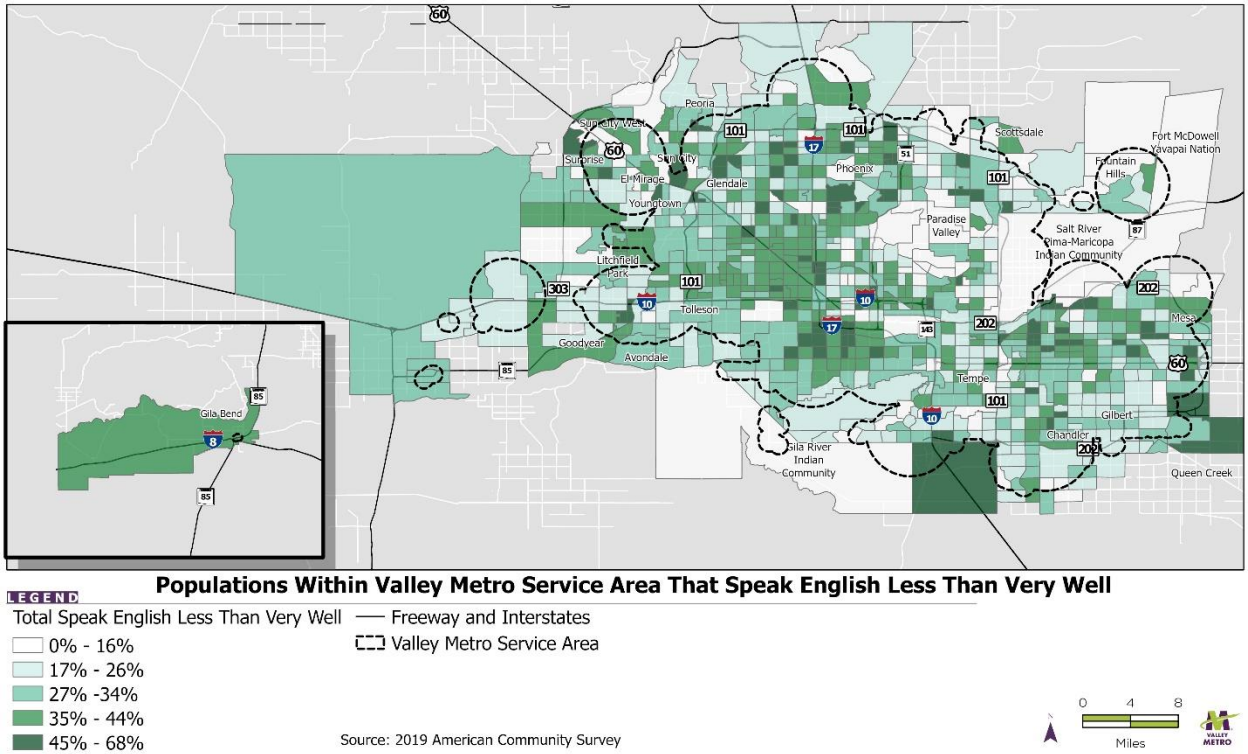
Within the service area, the majority of the 2019 LEP populations is the Spanish speaking population; this is the only language group to exceed both 1,000 individuals and five percent of the LEP population. The Spanish LEP population consists of 261,287 individuals within the service area. The Other Indo-European, Mandarin Chinese, and Other and Unspecified speaking populations followed with 3.86 percent, 3.42 percent, and 3.33 percent respectively. The Vietnamese, Other Asian and Pacific Island and Arabic speaking populations follow with 2.87 percent, 2.85 percent and 2.27 percent, respectively. This is followed by Russian and Filipino with 1.63 percent and 1.28 percent, respectively, and then by Korean (0.8 percent), French (0.6 percent) and German (0.3 percent).

TABLE 4: 2019 ACS DATA, BY LANGUAGE WITHIN ONE-HALF MILE OF FIXED ROUTE SERVICE

Language	Speak English		Total Population	Percentage of Language LEP of Total LEP Population
	Less Than Very Well	Very Well		
All languages	335,714	—	—	100
Spanish	261,287	527,642	788,929	77.83
French, Haitian or Cajun	2,115	7,666	9,781	0.63
German	988	9,765	10,753	0.29
Russian, Polish or Other Slavic	5,484	12,517	18,001	1.63
Other Indo-European languages	12,963	36,913	49,876	3.86
Korean	2,694	2,856	5,550	0.80
Mandarin Chinese	11,471	11,965	23,436	3.42
Vietnamese	9,649	6,936	16,585	2.87
Filipino	4,292	12,356	16,648	1.28
Other Asian Pacific Island	9,580	23,508	33,088	2.85
Arabic	7,623	11,563	19,186	2.27
Other and unspecified languages	11,167	26,577	37,744	3.33

Figure 4 shows concentrations of populations speaking English Less than Very Well throughout the service area. Most areas throughout the region are mixed, although there are a few pockets of Census blocks with concentrations of persons with limited English proficiency.

FIGURE 4: POPULATION SPEAKING ENGLISH "LESS THAN VERY WELL"



Populations Within Valley Metro Service Area That Speak English Less Than Very Well

LEGEND

Total Speak English Less Than Very Well
- 0% - 16%
- 17% - 26%
- 27% -34%
- 35% - 44%
- 45% - 68%

Freeway and Interstates

Valley Metro Service Area

Source: 2019 American Community Survey

0 4 8 Miles

3.0 FREQUENCY OF CONTACT WITH LIMITED ENGLISH PROFICIENT POPULATION (FACTOR 2)

The first step of the four-factor LEP needs assessment revealed that the largest language group is overwhelmingly Spanish, followed by the ACS language categories of Other Indo-European, Mandarin Chinese and Other and Unspecified. Factor 2 is intended to assess the frequency with which LEP persons interact with Valley Metro programs, activities or services. The USDOT "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons" (DOT 2005) advises that:

> Recipients should assess, as accurately as possible, the frequency with which they have or should have contact with LEP individuals from different language groups seeking assistance, as the more frequent the contact, the more likely enhanced language services will be needed (emphasis added). The steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different than those expected from a recipient that serves LEP persons daily.

The frequency of use was evaluated by assessing current resources, available data and a short survey of transit employees.

3.1 Evaluation Methods and Data Sources

To determine the frequency with which LEP persons interact with Valley Metro, both quantitative and qualitative methods were used to analyze access to services. Anecdotal information regarding interactions with LEP persons, garnered through conversations with Valley Metro employees, is also included in this section. More structured analysis is included using several sources of information:

- Transit Employee Surveys
- Customer Service Interactive Voice Response (IVR) Call Log
- Transit Education Program
- Valley Metro Website Translation Data

Together, these sources provide a picture of the interaction of LEP persons with programs, activities or services provided by the agency.

3.2 Frequency of Contact Analyses

Valley Metro recognizes the value of providing convenient and efficient information to transit riders. Understanding how often LEP persons are using services will assist in serving customers better in the future with quality services, programs and activities.

Transit Employee Surveys

During September and October of 2020, a voluntary survey of customer service and transit employees was conducted regarding interaction with LEP persons and languages spoken. A copy of the survey instrument can be found in **Appendix A**. Valley Metro

Customer Service Representatives provide passenger assistance most commonly through email, but also by phone. Several Customer Service Representatives that are stationed at transit passenger facilities[1] to provide assistance to passengers. Bus operators at multiple locations were also surveyed. Employees surveyed were based at one of the following locations:

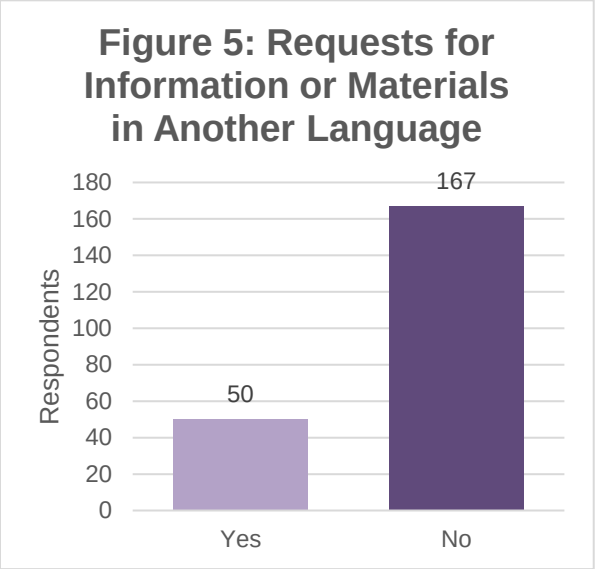
- Customer Service and Mobility Center
- Central Station Transit Center
- Ed Pastor Transit Center
- Metrocenter Transit Center
- Sunnyslope Transit Center
- Tempe Transportation Center
- East Valley Bus Operations and Maintenance Facility
- Mesa Bus Operations and Maintenance Facility
- Phoenix Bus Operations and Maintenance Facility

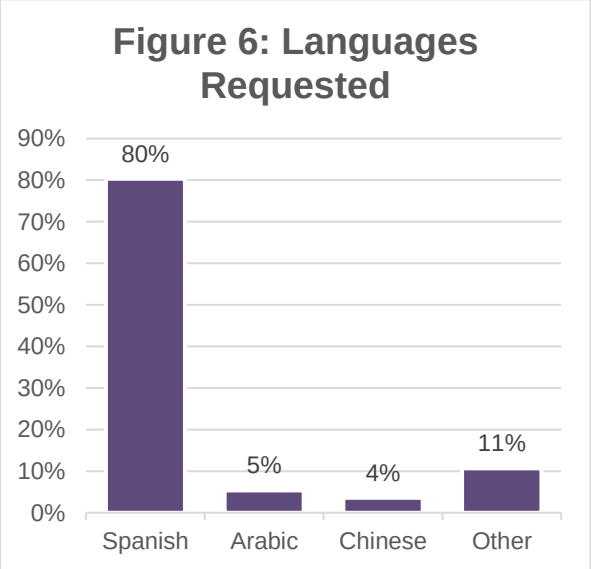
In total, 218 respondents provided information about their experiences. Approximately 80 percent of those surveyed were transit operators. When asked if staff have had any requests for materials in another language in the past two years, 23 percent responded yes; see **Figure 5**. Of these, most interpretation or translation requests were for Spanish. All but two of the locations received translation requests in the past two years: Sunnyslope Transit Center and Metrocenter Transit Center.

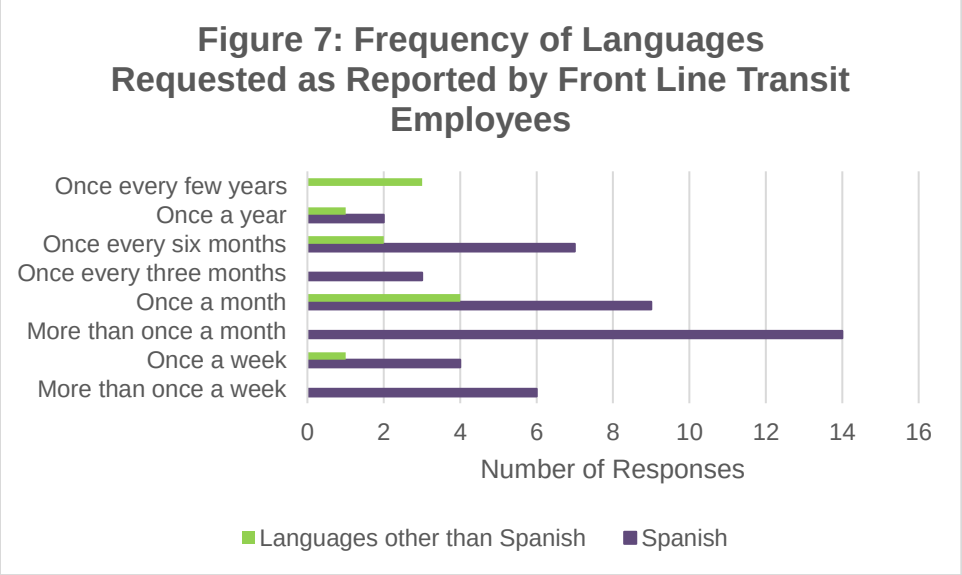
Languages requested were predominantly Spanish (80 percent) followed by Arabic (5 percent) and Chinese (4 percent). Other languages made up 11 percent of requests. These languages, which were each requested only once, were French, Russian, German, Farsi, Hindi and Swahili. See **Figure 6** for a graphic representation of the languages requested.

These responses were categorized appropriately and cross-referenced with the language requested. See **Figure 7** for a comparison. Spanish was much more frequently requested than any other language, and languages other than Spanish were requested at a substantially less frequent rate.

[1] Facilities operated by the City of Phoenix or City of Tempe







This survey helped support the finding that multiple languages are encountered by transit professionals, yet Spanish is the most common and most frequent of the languages encountered.

Customer Service Interactive Voice Response Call Log

The Customer Service Center updated its automated phone system in mid-2014 to establish the Interactive Voice Response (IVR) feature. With this expansion, the system is able to provide a log listing the frequency with which line callers have requested to be transferred. Available are five topic categories, each in English and Spanish for ten total options. The topics available include:

- Americans with Disabilities Act (ADA)
- Customer Relations (CR)
- Light Rail
- Lost and Found
- Transit Information (TI)

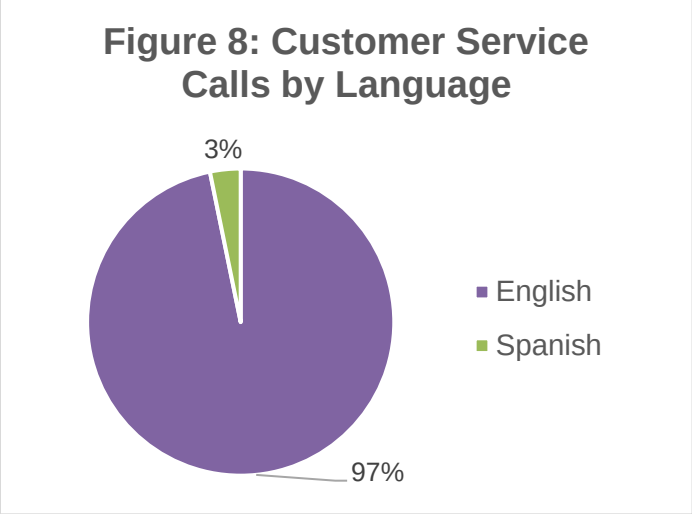
This system allows Spanish-speaking callers to be automatically transferred to a bilingual representative, reducing the time it takes to be served in the preferred language. Currently, eight bilingual customer service representatives are employed by Valley Metro. The phone system prioritizes selection of Spanish calls received. **Table 7** shows the distribution of calls by option selected, followed by the sum of calls by language for calendar year 2019.

TABLE 7: 2019 CUSTOMER SERVICE CALL LOG

Call	Total Calls	% of Total Calls
ADA – English	20,672	1.79%
ADA – Spanish	2,457	0.21%
CR – English	166,893	14.45%
CR – Spanish	1,030	0.09%
Light Rail – English	113	0.01%
Light Rail – Spanish	2	0.00%
Lost and Found – English	16,419	1.42%
Lost and Found – Spanish	198	0.02%
TI – English	913,931	79.12%
TI – Spanish	33,462	2.90%
English (Total)	1,118,028	96.78%
Spanish (Total)	37,149	3.22%
Total Calls	**1,155,177**	**100.00%**

Figure 8 shows a pie chart of the calls by language. Approximately 97 percent of calls were for English and three percent of calls were for Spanish. At the time of this report, 38 customer service representatives were on staff; of these, 8 were bilingual (21 percent).

When evaluating the customer service call logs, the bulk of calls received are through the English phone lines with a small portion (3 percent) selecting a Spanish option.



Transit Education Program

Valley Metro has a Transit Education program that presents information to various groups to teach about public transit, benefits of transit and how to use the system. Staff members visit schools, businesses, social service agencies and present to new residents and refugee groups, senior citizens and persons with disabilities. Additionally, transit information and assistance are provided at community or special events including environmental advocacy events, transportation or vehicle days, career days and more. This team also conducts general presentations by request to any group who wants to learn more about Valley Metro services. In 2019, the transit education staff made 427 public presentations, two of which were in Spanish.

The many Spanish speaking passengers are accommodated because much of the transit information is available in Spanish. Additionally, a bilingual Valley Metro staff member will generally give the transit education presentation in Spanish upon request. Prior to the COVID-19 pandemic, the transit education staff would also conduct monthly presentations with refugee resettlement groups. Given the varied backgrounds of refugee groups, the hosting organizations would generally provide necessary interpreters. Valley Metro staff members have developed training materials that are mostly images to help bridge the language issues.

Website Translation

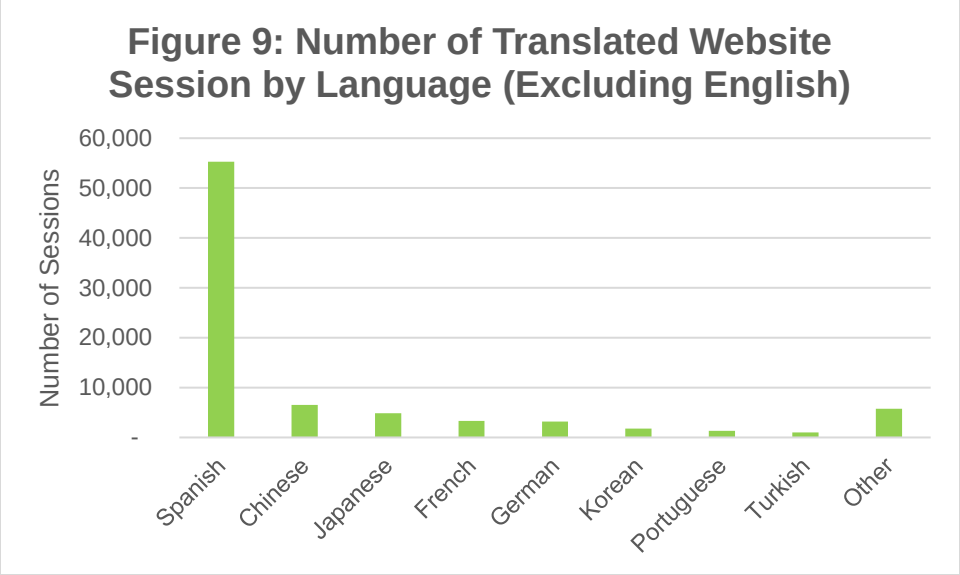
Apart from accessing information from transit employees—whether by phone, email, in person or another method—many customers use the www.valleymetro.org website for information. The website is equipped with the Google Translate feature, which allows translation into 52 languages. Users have translated the Valley Metro website into 43 different languages using this feature. Approximately 99 percent of interactions with the Valley Metro website used the default English setting. The remaining 1 percent used the other languages. **Table 8** lists the languages translated and the percentage of sessions

in 2019. Note that only those languages accounting for at least 0.01 percent of the total sessions are included; a full table of entries is available in **Appendix B**.

TABLE 8: 2019 WEBSITE SESSIONS BY LANGUAGE

Language	Number of Sessions	Percentage of Total Sessions
English	5,659,734	98.56
Spanish	55,257	0.96
Chinese	6,506	0.11
Japanese	4,837	0.08
French	3,293	0.06
German	3,167	0.06
Korean	1,750	0.03
Portuguese	1,297	0.02
Russian	898	0.02
Turkish	1,028	0.02
Arabic	557	0.01
Dutch	497	0.01
Italian	631	0.01
Vietnamese	580	0.01
Other	5,728	0.10

Once again, Spanish was overwhelmingly the most widely used language with the website translation service, accounting for 0.96 percent of sessions, followed by Chinese (0.11 percent), Japanese (0.08 percent), French (0.06 percent), German (0.06 percent), Korean (0.03 percent, Portuguese (0.02 percent, Turkish (0.02 percent) and Other (0.10 percent). **Figure 9** shows the number of translated sessions by language.



The website was translated to 32 other languages that each accounted less than 0.01 percent of the sessions—collectively, these viewings account for 0.04 percent of all sessions. These languages include:

- Afrikaans
- Arabic
- Bulgarian
- Catalan
- Croatian
- Czech
- Danish
- Dutch
- Farsi
- Filipino
- Finnish
- Greek
- Hebrew
- Hindi
- Hungarian
- Indonesian
- Italian
- Latin
- Norwegian
- Polish
- Romanian
- Russian
- Samoan
- Serbian
- Slovak
- Slovenian
- Swedish
- Telugu
- Thai
- Tonga
- Ukrainian
- Vietnamese

Many documents on Valley Metro's website are translated into Spanish since they are disseminated as paper materials to the public. Individuals may use these documents without translating the website into Spanish. Some of these documents include project updates, route maps and schedules, instructions and applications for a Reduced Fare ID, service change information, policies, brochures, and forms.

Conclusion

The Factor 2 analysis revealed that there is regular contact between the LEP population and Valley Metro personnel. The Transit Employee Survey revealed that 23 percent of all respondents had encountered an LEP person; of those who had encountered a request for assistance in another language, 80 percent of respondents reported requests for Spanish. The Customer Service call log showed that a mere three percent of customers used one of the five Spanish options. Information from the Transit Education team qualitatively identified Spanish as the main language group. Finally, translation data from

the Valley Metro website indicated 1.5 percent of sessions were translated—most of which were translated to Spanish. The website was translated to 43 different languages. Overall, there is broad diversity in the Phoenix region population that accesses regional transit services; however, most people using the Valley Metro system speak English or Spanish.

4.0 NATURE AND IMPORTANCE OF THE PROGRAM, ACTIVITY OR SERVICE PROIVDED (FACTOR 3)

The third step in the four-factor LEP needs assessment is an evaluation of the importance of Valley Metro services to persons with limited English proficiency. The first component of the Factor 3 analysis is to identify critical services. Next, input from community organizations was used to identify ways to improve these services for LEP populations. The USDOT "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons" (DOT 2005) advises that:

> The more important the activity, information, service, or program, or the greater the possible consequences of the contact to the LEP individuals, the more likely language services are needed. The obligations to communicate rights to an LEP person who needs public transportation differ, for example, from those to provide recreational programming. A recipient needs to determine whether denial or delay of access to services or information could have serious or even life-threatening implications for the LEP individual . . . providing public transportation access to LEP persons is crucial. An LEP person's inability to utilize effectively public transportation may adversely affect his or her ability to obtain health care, education, or access to employment.

With assistance from Valley Metro's Community Relations and Marketing departments, a list of services provided was prepared and prioritized. Input from community organizations and LEP persons was incorporated to ensure views of the importance of services provided are adequately prioritized.

4.1 Services Provided

In cooperation with Valley Metro's Communications and Operations departments, services currently provided to LEP persons were queried. All printed materials are translated into Spanish and materials in both English and Spanish are available on both bus and light rail services. Below is a list of available materials and services in Spanish that includes next bus and light rail specific services:

- Press Releases
- Public materials including, but not limited to:

- Route Scout (announcements on buses and light rail)
- Ride Guide and Destinations Guide
- Service changes materials
- Transit Book
- Website
- COVID-19 updates
- Project updates
- Title VI forms
- Large special events materials (for example, Super Bowl public materials)

- Direct mailers or door hangers for targeted outreach
- Ticket vending machines (Spanish and Braille)
- Bilingual customer service staff
- Email list messages
- Bus specific services:

  - Car cards (on-board advertisements)
  - Bus signage (priority seating, caution signs, entry/exit, etc.)
  - Variable message sign (VMS) [2] that displays audio announcements on buses

- Light Rail specific services:

  - Light rail transit vehicle signage including priority seating, code of conduct, and other train information
  - VMS[3] announcements on vehicles and at stations
  - System maps and auxiliary information
  - Operator call boxes on trains
  - Emergency call box at stations
  - Safe place notices

Critical Services

Public transit is a key means of mobility for persons with limited English proficiency. Of those services identified above, a subset of critical services was prioritized to ensure that those services imperative to use Valley Metro public transportation options are available to all users.

[2] Variable message signs are audio announcements that occur on transit services to inform riders of relevant information and updates. Light rail stations and vehicles are equipped with VMS announcements; most fixed route vehicles are also equipped with VMS capabilities

[3] Variable message signs are audio announcements that occur on transit services to inform riders of relevant information and updates. Light rail stations and vehicles are equipped with VMS announcements; most fixed route vehicles are also equipped with VMS capabilities

Basic trip information is available both printed and electronically in Spanish, including service hours, tickets, trip planning, airport and transit connections, parking, bicycles and services for persons with disabilities. Also available in Spanish is information regarding how to use transit, acceptable user conduct, priority seating, caution signs and exit locations on vehicles. Ticket vending is available in both Spanish and Braille. Many documents are available in Braille upon request. Emergency notification measures are also translated, including audio VMS Announcements on vehicles (bus and rail), operator call boxes, emergency call boxes and Safe Place notices.
Bilingual customer service representatives are available during regular call center hours. Representatives use the same procedures for comments and note that the inquiry was in Spanish so that a bilingual representative is assigned in any follow-up response if needed. Outside of customer service hours, the website is available for translation to most languages at any time. For public meetings and hearings, a Spanish translator is usually available; additional translators are available upon request or in the appropriate context. Typically, additional translation services requested are provided for American Sign Language through an on-call contract.

Community Outreach

Valley Metro conducted interviews with six community organizations that encounter various LEP populations. Organizations were identified to ensure that a wide variety of cultural and language groups were reached over large service areas. In response to the COVID-19 pandemic, all surveys were conducted by phone call or electronically. These organizations were asked a series of questions from the FTA handbook, “Implementing the Department of Transportation’s Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons” (FTA 2007). These organizations indicated that they serve populations speaking a broad range of languages, including Spanish, Arabic, and Swahili. The organizations interviewed range from cultural adult centers to refugee services organizations:

- Ability 360 – a local non-profit that provides services for people with disabilities
- Creighton School District – an elementary school district with 24 percent of students who speak English as a second language
- International Rescue Committee – a refugee support and relocation non-profit
- Isaac Elementary School District – an elementary school district with the highest percentage of English learners (33 percent of students)
- Literacy Volunteers of Maricopa County – a non-profit dedicated to improving adult reading and writing in English
- Turn a New Leaf – a non-profit that provides support for people experiencing homelessness, domestic violence and other challenges

Listed below are key language-related findings from the outreach effort:

1. For populations served by these organizations, public transportation is the main form of transportation to access jobs, medical appointments, social services, grocery shopping and school.
2. Spanish was the most common language spoken among the LEP populations at each organization. Swahili and Arabic were the second most common languages.
3. Organizations interviewed expressed needs of LEP populations regarding language assistance including:

    a. System Map Information**:** LEP populations have expressed a difficulty in understanding and familiarizing themselves with system maps.
    b. Transit Service Information: LEP populations have expressed the desire for information, such as how to ride and fare payment information, be communicated in an understandable format. Symbols could be used to communicate messages to a wider audience. Also, offering orientation to these populations, through their respective agencies, would familiarize them with the transit system.

4. When asked who the LEP populations would most trust to deliver transit messaging, most organizations responded that messaging should come from ethnic community organizations or individuals that speak their languages.

Valley Metro continues to make improvements in language assistance for the LEP population in the region in all areas including the three identified above. See **Appendix C** for completed surveys from each community organization.

This valuable feedback provided a few opportunities for Valley Metro to reduce barriers experienced by LEP riders. In regard to item 3, Valley Metro staff was able to introduce the organizations that expressed this concern to Valley Metro's Transit Education Program. This program can help riders better understand the transit system and provide useful transit service information. More research is needed to understand whether system map and transit service information difficulties are truly language issues, or simply educational issues.

Item 4 could be addressed through coordination with community organizations and the Valley Metro Transit Education Program. Transit education staff should continue to present materials to interested groups and should coordinate with the community organization requesting the presentation to ensure that LEP populations are getting the information they need.

5.0 CURRENT RESOURCES AVAILABLE AND THE COSTS TO PROVIDE LANGUAGE ASSISTANCE SERVICES (FACTOR 4)

The final step of the four-factor LEP analysis was an evaluation of the current and projected financial and personnel resources available to meet the current and future needs for language assistance. The first component of the Factor 4 analysis was to identify current language assistance measures and associated costs. The next step was to determine what additional services may be needed to provide meaningful access. The USDOT "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons" (DOT 2005) advises that:

> A recipient's level of resources and the costs imposed may have an impact on the nature of the steps it should take in providing meaningful access for LEP persons. Smaller recipients with more limited budgets are not expected to provide the same level of language services as larger recipients with larger budgets. In addition, 'reasonable steps' may cease to be reasonable where the costs imposed substantially exceed the benefits.

Valley Metro has a strong commitment to reducing the barriers encountered by LEP persons in accessing its services and benefits, to the extent resources are available. Valley Metro currently does not break down all cost expenditures related to providing language assistance; however, language assistance costs are evaluated on a triennial basis to include in Title VI reporting.

5.1 Current Measures and Costs

Costs incurred by Valley Metro for the language assistance measures currently being provided include:

- Translation of materials
- Printing, advertising or other marketing costs
- Interpretation services
- Staff costs associated with Title VI efforts in adhering to language assistance measures

Typically, an amount is embedded into the project costs by activity (logged under printing or other direct expenses) for translation and production of any materials. Agency-wide, there is an on-call contract for any interpretation needs. Any production costs are included in printing and public meetings budgets. Furthermore, bilingual employees provide intermittent language assistance needs as part of their other duties. The Valley Metro community outreach team hires with a preference towards bilingual speakers, especially for projects where LEP residents are prominent. Multiple employees in the community outreach team are fluent in Spanish. These employees may be assigned to prepare press releases or media events with Spanish-speaking publications in addition to their typical

duties. These costs are not tracked, although most of the formal interpretation services are contracted.

Interpreters are contracted on a case-by-case basis for public meetings or hearings to ensure that any language assistance needs are met so that public relations staff can focus on facilitating the event. All hearings are staffed with interpreters while public meetings are staffed depending on the anticipated number of persons reached and upon request. Valley Metro provides headsets to those wishing to hear the presentation in the translated language. Recent public meetings for the South Central Light Rail Extension have taken place in communities where the predominant language is Spanish. To accommodate Spanish speakers, Valley Metro held some events fully in Spanish, with an English translator. Those wishing to listen to the presentation in English used headphones and printed materials in English.

Valley Metro's current contract for interpreters at public meetings costs approximately $200 per meeting. Annually, $2,000 to $3,000 is spent to provide interpreters for staff meetings and public hearings. In addition, $400 to $800 is spent annually for sign language interpreters at meetings (as requested) and public hearings. Costs for translating and producing materials such as meeting notices, display boards, news releases, and project update sheets are also budgeted annually— approximately $30,000 to $35,000. In total, approximately $33,000 to $39,000 is contracted out directly in support of language assistance services for interpreters, translation, and materials dependent on the projects and programs implemented each year.

Additional costs include other staff time used on an ad hoc or regular basis to provide translation or interpretive services. More than 30 percent of public relations and Customer Service Representatives are bilingual, assisting both Spanish- and English-speaking customers. Being bilingual is a preferred qualification when hiring customer service staff, although not required. Bilingual employees also may assist on an informal, ad hoc basis to communicate with LEP individuals in other departments.

5.2 Cost-effective Practices

Valley Metro will continue to evaluate ways to improve the cost-effectiveness and the quality of its language services. Additional strategies for saving costs or improving quality may include developing internal and external language services, with the opportunity to coordinate across multiple agencies in the region. Current measures to ensure services are cost effective include:

- Bilingual staff trained to act as interpreters and translators
- Shared customer service center and other information for combined translation and interpretation resources
- Some standardized common documents with transit and other public agencies
- Using the free Google Translate service on the Valley Metro website
- Translated vital documents currently posted on *valleymetro.org*

Strategies for consolidating the regional language assistance measures to achieve efficiencies may include:

- Creating an LEP information center for Valley Metro employees
- Surveying Valley Metro staff to determine any additional existing multilingual resources
- Conducting outreach to various community organizations to secure volunteers for translation and interpretation services that are currently contracted or completed in-house
- Consolidating contract services for oral and written translation to secure the most cost-effective rates

Valley Metro continues to use qualified translators and interpreters to uphold the quality of language assistance measures. Valley Metro strives to provide basic informational training for volunteer staff on its language assistance measures.

5.3 Additional Services and Budget Analysis

Valley Metro is committed to reducing the barriers encountered by LEP persons in accessing its services to the extent funding is available. While Valley Metro currently does break down contracted cost expenditures related to providing language assistance, expenditures of efforts for translation and interpretation completed in-house are less well documented. As part of the Language Assistance Plan, Valley Metro will better monitor efforts in the future. Valley Metro will further evaluate how to consolidate its language assistance measures to deliver the most cost-effective services.

The information received from community organizations provided some insight on additional services that may ease access for LEP persons to regional transit services. Services requested were centered on service expansions that included increased frequencies and later services at night. However, these would be improvements for consideration and prioritization of the system rather than specific services for LEP persons. Therefore, they were excluded here and assigned to the general public process for service requests.

Other requests included using more symbols to depict messaging and system routes. Audio messaging using VMS that could potentially show messaging in another language as well. The light rail system VMS currently shows messages in English and Spanish. Bus messaging is typically location data and in close proximity, depending on stop locations. Some audio messages on buses are announced in Spanish. The feasibility and helpfulness of VMS translation should be evaluated.

As applicable and through the annual budget process, additional services requested or identified may be considered for implementation. In 2015, Valley Metro shifted to a zero-based budget that is approved by two boards of directors: Valley Metro Rail Board and the Valley Metro RPTA Board. The budgets are developed and approved annually as appropriate to the unique needs and demands of each agency at that point in time.

5.4 Projected Costs

Requests for added services include expanded symbols to understand how to use transit services, on-board messaging and system map information. With a commitment to providing reasonable language assistance measures, Valley Metro will assess current symbols used on vehicles, at station locations and elsewhere to determine the sort of improvements that could be made so that the system is more easily understood visually. With expanded use of symbols, it is expected that the need for enhancing the on-board messaging and system map information may be reduced. Furthermore, these could be incorporated into the regular updates of this information and signage. Biannually, in coordination with the service changes, updated system maps are produced.

Other improvements would be considered after analyzing the staff costs, third-party contract costs, and costs related to volunteer or community organization coordination. These would be evaluated in comparison with anticipated benefits to the LEP population. Other considerations may include operational issues and implementation time.

6.0 LANGUAGE ASSISTANCE MEASURES

Valley Metro is committed to full compliance with Title VI and Executive Order 13166 to provide meaningful access and reduce barriers to services and benefits for persons with limited English proficiency.

6.1 Current Language Assistance Measures

Spanish Language Assistance

As discussed earlier, Valley Metro currently provides both oral and written language assistance in Spanish. Oral language assistance includes bilingual customer service representatives, speaking Spanish. Additionally, Spanish interpreters are available at public meetings. On vehicles and at stations, VMS announcements are provided in Spanish.

Written Spanish language assistance includes signs, press releases, list serve messages, service change materials, Title VI complaint forms, policies and procedures. Additional translation of some vital documents is provided, such as schedules, maps, ride and destination guides, Route Scouts and more. Meeting notices and public input surveys at public meetings are translated.

Notices to the public of language assistance measures are typically provided side-by -side with an English version of the document. For example, Ride Guide documents are provided in both English and Spanish and are available together wherever disseminated. Where available, documents are printed on both sides with an English version and a Spanish version on each side of the paper. When calling into the customer service line,

the interactive voice response system will automatically ask if Spanish is the preferred language prior to being connected with a representative.

Languages other than Spanish

Valley Metro provides oral and written translations into other languages when applicable. For written translations the Valley Metro website is equipped with the Google Translate feature, which allows translation into 52 languages (www.translate.google.com). For oral translations, the agency uses an existing contract that can provide translations into all languages identified in the Language Assistance Plan, as well as American Sign Language. Translators under this contract are used for public meetings, canvassing and other community outreach as needed. Valley Metro also provides sign language interpreters for public meetings when requested, and provides Braille translations on fare vending machines and for printed documents upon request.

6.2 Staff Training

Specific policies and procedures for interacting with LEP persons are not formally adopted on a standalone basis. These policies and procedures are, in essence, for all customers and have been embedded into multiple documents (including the Title VI Plan, trainings, instructions, etc.).

Using the Customer Service Center as an example, Spanish calls are assigned directly to a Spanish-speaking representative through the phone system. In the customer assistance system a note is made that the customer speaks Spanish so that if customer service cannot respond to the query immediately, any future response is assigned to a bilingual representative. This training is integrated into general customer assistance staff training to ensure cost effective practices and efficient use of training resources. Title VI of the Civil Rights Act of 1964 is distributed to new customer service employees and where applicable, employees are expected to know how to file discrimination claims based on race, color, or national origin. Additionally, there are related trainings available including quarterly Civil Rights Workshops, training sessions for conducting complaint investigations according to federal guidelines and streamlining the complaint investigative process.

Training for employees who regularly encounter the public may also include:

- Type of language services available
- How staff and/or LEP customers can obtain these services
- How to respond to LEP callers
- How to respond to correspondence from LEP customers
- How to respond to LEP customers in person
- How to document LEP needs

Valley Metro continues to consider opportunities to provide quality services for LEP persons throughout the service area.

6.3 Future Language Assistance Services

With the development of subsequent Language Assistance Plans, the monitoring, evaluation and update process would identify additional services to be considered for feasibility of implementation. Valley Metro strives to serve LEP populations adequately with an equal opportunity to use transportation options available. Section 7 provides more information about the plan's monitoring and update process.

7.0 MONITORING AND UPDATING THE LANGUAGE ASSISTANCE PLAN

Triennially, Valley Metro will review, monitor and update the language assistance plan. Feedback from agency staff and community members will be accepted throughout the year at the email address: TitleVICoordinator@ValleyMetro.org. Additional community feedback may be elicited during the update process. Internal monitoring will be conducted using the template provided from the FTA handbook "Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons" (FTA 2007). Using this checklist, stations, vehicles, customer service, community outreach, and public relations are periodically monitored.

Using this information, changes may be made to the language assistance plan recognizing any cost implications and resources available. Depending on cost and resource evaluation, language assistance measures may be expanded, modified or eliminated based on their effectiveness.

As the transit service area is modified through service changes, the demographics served will be reviewed to ensure that those areas with high concentrations of LEP persons are reflected accurately in an effort to provide language assistance measures to areas with expanded transit services.

Throughout the monitoring period, Valley Metro will continue to follow the recommendations and use the resources provided by Executive Order 13166, FTA Circular 4702.1B, the USDOT's "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons" (DOT 2005), and the FTA handbook "Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons" (FTA 2007). Valley Metro will be better able to apply the DOT LEP guidance's four-factor framework and will continue to determine an appropriate mix of language assistance in the preparation of language assistance implementation plans.

APPENDIX A – TRANSIT EMPLOYEE INSTRUMENT

Language Assistance Program Survey 2021

Name: _____

1. Have you had any requests for information or materials in other languages in the past two years?
    a. Yes
    b. No

If yes, please complete the remainder of the survey.
If no, thank you for your participation.

2. Which language(s) have been requested?

_____

_____

3. How often do you receive requests?
    a. More than once a week
    b. Once a week
    c. More than once a month
    d. Once a month
    e. Once every three months
    f. Once every six months
    g. Once a year
    h. Other: _____

4. Do you have the resources needed to help customers with language requests?

    a. Yes
    b. Sometimes
    c. No

APPENDIX B – WEBSITE SESSIONS BY LANGUAGE

Language	Number of Sessions	Percent of Total Sessions
Afrikaans	35	0.00
Arabic	557	0.01
Bulgarian	33	0.00
Chinese	6,506	0.11
Croatian	63	0.00
Czech	220	0.00
Danish	17	0.00
Dutch	497	0.01
English	5,659,734	98.56
Farsi	29	0.00
Filipino	25	0.00
Finnish	200	0.00
French	3,293	0.06
German	3,167	0.06
Greek	90	0.00
Hebrew	77	0.00
Hindi	27	0.00
Hungarian	65	0.00
Indonesian	122	0.00
Italian	631	0.01
Japanese	4,837	0.08
Korean	1,750	0.03
Latin	119	0.00
Norwegian	198	0.00
Polish	243	0.00
Portuguese	1,297	0.02
Romanian	79	0.00
Russian	898	0.02
Samoan	38	0.00
Serbian	18	0.00
Slovak	58	0.00
Slovenian	114	0.00
Spanish	55,257	0.96
Swedish	288	0.01
Telugu	83	0.00
Thai	24	0.00
Tonga	22	0.00
Turkish	1,028	0.02
Ukrainian	30	0.00
Unknown	175	0.00
Vietnamese	580	0.01
Total	5,742,597	100

APPENDIX C – LEP COMMUNITY OUTREACH SURVEYS CONSOLIDATED

Ability 360

2/11/2021

1. What geographic area does your agency serve?

   The Phoenix Metro area, although we have people that come as far as Payson. We cover near and far.

2. What kind of services does your organization provide?

   Sports, fitness and health-related activity for total inclusion in the community. The main facility does handle home-health, and community integration services.

3. How many people does your agency provide services to?

   2,300-2800 was the last member count. The numbers have decreased due to the pandemic.

4. Has the size of the population you serve increased, stayed the same, or decreased over the past five years?

   Increased over the last five years.

5. What are the countries of origin from which your population has immigrated?

   Iran, Iraq, Puerto Rico, Mexico, people from all around the world that are here using the gym on a regular basis.

6. Does your population come from an urban or rural background?

   I don't know.

7. What are the languages spoken by the population you serve?

   English
   Spanish
   Arabic

8. What is the age of your population?

   No idea. Due to coronavirus, a lot of things have changed. We serve more adults right now than children. In normal times, we cover the entire continuum.

9. What is the education and literacy level of the population you serve?

   Here to there. The fact that our population has disabilities, it's difficult to say. I myself don't have that knowledge and it's not something we normally ask.

10. What needs or expectations for public transportation services has this population expressed?

    We are so thankful for the stop at the top of the hill. That's made a huge difference in our client's lives. Just the other day, there was a man who took two buses and the light rail to get here. It's been his lifeline.

11. Has the population inquired about how to access public transportation or expressed a need for public transportation service?

    I don't know.

12. What are the most frequently traveled destinations?

    Everywhere. They jump on the light rail. Most of our population do not drive.

13. Are there locations that the population has expressed difficulty accessing via the public transportation system?

    I don't know.

14. Do the transit needs and travel patterns of the population vary depending on the age or gender of the population members?

    I don't know.

15. What is the best way to obtain input from the population?

    Survey. Either paper or electronic. All our registrations are done by app and website.

16. Who would the population trust most in delivering language appropriate messages?

    I don't know.

17. Does your agency take advantage of Valley Metro resources such as transit education or ridesharing tools? Why or why not?

    I don't know.

Creighton School District

1/27/2021

1. What geographic area does your agency serve?

   Creighton School District serves the following geographical area: 16th ST – 32nd ST from N Van Buren to Indian School and from 32nd ST - 40th ST from N Van Buren to Lincoln Drive.

2. What kind of services does your organization provide?

   In addition to educational services, we offer transportation services to McKinney-Vento eligible families, which are families experiencing homelessness. Our district is able to provide transportation assistance to families experiencing homelessness thanks to our McKinney-Vento grant.

3. How many people does your agency provide services to?

   As of January 25th, 2021, our school district serves 167 families in our transportation program. However, the number of families requesting transportation assistance is increasing due to the COVID pandemic.

4. Has the size of the population you serve increased, stayed the same, or decreased over the past five years?

   For the past five years we have experienced a declined on our homeless population. However, the number of families requesting transportation assistance is increasing due to the COVID pandemic.

5. What are the countries of origin from which your population has immigrated?

   Creighton School District serves families who have immigrated from mostly México, South America, and Africa.

6. Does your population come from an urban or rural background?

   Most our families come from urban areas, but we do have a small percentage of families who come from rural areas.

7. What are the languages spoken by the population you serve?

   Our district serves families that speak over 26 languages, however Spanish is the most common language in our community.

8. What is the age of your population?

   Our district serves students between ages 3 to 14 years old (Preschool to 8th grade).

9. What is the education and literacy level of the population you serve?

   We serve low-income families and commonly their level of literacy varies from each household from Middle School to some High School education. A small percentage of our families have completed graduate and undergraduate education.

10. What needs or expectations for public transportation services has this population expressed?

    Most of our families request transportation services for school, doctor appointments, counseling, or other social services.

11. Has the population inquired about how to access public transportation or expressed a need for public transportation service?

    Yes, since we serve low income families, we do receive many transportation requests. However, our district is able to provide transportation assistance to families experiencing homelessness thanks to our McKinney Vento grant.

12. What are the most frequently traveled destinations?

    Most of our families request transportation services for school, doctor appointments, counseling, or other social services.

13. Are there locations that the population has expressed difficulty accessing via the public transportation system?

    Not at this time.

14. Do the transit needs and travel patterns of the population vary depending on the age or gender of the population members?

    Yes.

15. What is the best way to obtain input from the population?

    Our community respond well to in person meetings, phone calls, email or texts.

16. Who would the population trust most in delivering language appropriate messages?

    Our community trusts school officials or people who speak their native language.

17. Does your agency take advantage of Valley Metro resources such as transit education or ridesharing tools? Why or why not?

    Yes we used some, but we would like to have more information about the tools and resources you have available for community members.

International Rescue Committee

1/14/2021

1. What geographic area does your agency serve?

   West Phoenix, I-17 corridor, Glendale, various others

2. What kind of services does your organization provide?

   Refugee Resettlement: Employment, financial coaching and credit building, English language classes, case management, school support, clinical therapy, immigration services

3. How many people does your agency provide services to?

   1,200+

4. Has the size of the population you serve increased, stayed the same, or decreased over the past five years?

   Decreased (COVID-19, public policy)

5. What are the countries of origin from which your population has immigrated?

   Democratic Republic of the Congo, Myanmar, Afghanistan, Eritrea, Guatemala, Iraq, and more

6. Does your population come from an urban or rural background?

   Predominately rural

7. What are the languages spoken by the population you serve?

   Swahili, Kinyarwanda, Arabic, Dari, Burmese, Afar, Tigrinya, French, Rohingya, Spanish, and many smaller tribal languages: Kinyabwisha, Chin, Kibembe, Lingala, etc.

8. What is the age of your population?

   0-99

9. What is the education and literacy level of the population you serve?

   Varies; predominantly below secondary school

10. What needs or expectations for public transportation services has this population expressed?

    Wait times between buses, especially during hot summer months; reliability/timeliness

11. Has the population inquired about how to access public transportation or expressed a need for public transportation service?

    Refugees are dependent on public transportation

12. What are the most frequently traveled destinations?

    Apartment complexes, schools, grocery stores, DES at 43rd/Olive, warehousing/manufacturing between Van Buren and Buckeye, between 35th and 91st Ave

13. Are there locations that the population has expressed difficulty accessing via the public transportation system?

    Employment around Buckeye and 83rd Ave

14. Do the transit needs and travel patterns of the population vary depending on the age or gender of the population members?

    No

15. What is the best way to obtain input from the population?

    Engage with Ethnic Community Based Organizations, who can support listening sessions

16. Who would the population trust most in delivering language appropriate messages?

    Ethnic Community Based Organizations, International Rescue Committee and other resettlement agencies

17. Does your agency take advantage of Valley Metro resources such as transit education or ridesharing tools? Why or why not?

    The agency passes out transit books and conducts internal transit training. Unaware of other opportunities and resources.

Literacy Volunteers of Maricopa County

1/14/2021

1. What geographic area does your agency serve?
   City of Phoenix, 3 locations; and virtually.

2. What kind of services does your organization provide?
   Free adult education services, two programs:
   -Adult Basic/Secondary Education, and GED preparation to attain High School Equivalency Diploma.
   -English Language Acquisition for Adults (formerly referred to as English as a Second Language ESL).

3. How many people does your agency provide services to?
   Approximately 700.

4. Has the size of the population you serve increased, stayed the same, or decreased over the past five years?
   Slight decrease

5. What are the countries of origin from which your population has immigrated?
   All over the world; most recently African countries and Middle Eastern countries.

6. Does your population come from an urban or rural background?
   City of Phoenix: urban

7. What are the languages spoken by the population you serve?
   Many different languages; all instruction delivered only in English language.

8. What is the age of your population?
   16-99; median about 40-50.

9. What is the education and literacy level of the population you serve?
   Lower levels of literacy, compared to 4th grade level or lower.

10. What needs or expectations for public transportation services has this population expressed?
    Not aware of any.

11. Has the population inquired about how to access public transportation or expressed a need for public transportation service?
    Unknown

12. What are the most frequently traveled destinations?
    Unknown

13. Are there locations that the population has expressed difficulty accessing via the public transportation system?
    Unknown

14. Do the transit needs and travel patterns of the population vary depending on the age or gender of the population members?

Unknown

15. What is the best way to obtain input from the population?
    Survey

16. Who would the population trust most in delivering language appropriate messages?
    Their own community leaders

17. Does your agency take advantage of Valley Metro resources such as transit education or ridesharing tools? Why or why not?
    No. Unaware of services.

Isaac Elementary School District

2/24/2021

1. What geographic area does your agency serve?

   Isaac Elementary School District is located in West Phoenix

2. What kind of services does your organization provide?

   Education

3. How many people does your agency provide services to?

   3000 students

4. Has the size of the population you serve increased, stayed the same, or decreased over the past five years?

   Increased

5. What are the countries of origin from which your population has immigrated?

   Many countries including but not limited to: Mexico, India, Tanzania, Democratic Republic of Congo, Uganda, Pakistan, Nigeria, Kenya

6. Does your population come from an urban or rural background?

   Both

7. What are the languages spoken by the population you serve?

   1) Spanish (97% of English Learners), 2) Swahili (1%) 3) Kirundi (1%) 4) Other (1%)

8. What is the age of your population?

   Youth 5-11 years old

9. What is the education and literacy level of the population you serve?

   Elementary school

10. What needs or expectations for public transportation services has this population expressed?

    Students and families use public transportation

11. Has the population inquired about how to access public transportation or expressed a need for public transportation service?

    Somewhat

12. What are the most frequently traveled destinations?

    Travel has decreased during COVID-19

13. Are there locations that the population has expressed difficulty accessing via the public transportation system?

    No

14. Do the transit needs and travel patterns of the population vary depending on the age or gender of the population members?

    Unsure

15. What is the best way to obtain input from the population?

    Unsure

16. Who would the population trust most in delivering language appropriate messages?

    People that speak their language

17. Does your agency take advantage of Valley Metro resources such as transit education or ridesharing tools? Why or why not?

    We have done this in the past but it has been a while

Turn a New Leaf

1/14/2021

1. What geographic area does your agency serve?

   Maricopa County

2. What kind of services does your organization provide?

   Housing, Shelter, Behavioral Health Services, Children Services

3. How many people does your agency provide services to?

   Last year over 30,000

4. Has the size of the population you serve increased, stayed the same, or decreased over the past five years?

   Increased

5. What are the countries of origin from which your population has immigrated?

   Mexico

6. Does your population come from an urban or rural background?

   Urban

7. What are the languages spoken by the population you serve?

   Mostly English and Spanish

8. What is the age of your population?

   We serve all ages groups from infants in our childcare centers to those over 62 in our shelter and housing programs

9. What is the education and literacy level of the population you serve?

   A majority or our participants have a GED

10. What needs or expectations for public transportation services has this population expressed?

    Some of our clients have expressed more routes that run earlier and later than current hours and more opportunities for discounted fares

11. Has the population inquired about how to access public transportation or expressed a need for public transportation service?

    A majority of those we serve to rely on public transportation and some that are new to the area due struggle to operate the bus system

12. What are the most frequently traveled destinations?

    Mostly throughout mesa and phoenix

13. Are there locations that the population has expressed difficulty accessing via the public transportation system?

    East Mesa (towards apache junction) and the far west valley

14. Do the transit needs and travel patterns of the population vary depending on the age or gender of the population members?

    Not anything noticeable

15. What is the best way to obtain input from the population?

    Simple surveys by email or paper surveys offered at the programs

16. Who would the population trust most in delivering language appropriate messages?

    The case managers or support staff working with them in the individual programs

17. Does your agency take advantage of Valley Metro resources such as transit education or ridesharing tools? Why or why not?

    I can say for the program I oversee, (shelter and housing) I was not aware of these tools and I would interested in receiving information. malberti@turnanewleaf.org

RESOLUTION NO. 54-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, ADOPTING A TITLE VI PLAN FOR THE CITY OF BUCKEYE'S TRANSIT SERVICES WITH FEDERAL TRANSIT AUTHORITY.

WHEREAS, the City of Buckeye, Arizona ("City") is the recipient of federal funds from the Federal Transit Authority ("FTA") in connection with the City's transit services; and,

WHEREAS, Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance; and,

WHEREAS, any entity receiving federal funding must not discriminate based on race, color, or national origin; and,

WHEREAS, since the City is receiving federal grant funding from the FTA, and to remain eligible to continue to receive such federal funding, the City is required to have and submit a Title VI Plan to implement Federal Title VI non-discrimination requirements

WHEREAS, the City of Buckeye has prepared and updated that certain Title VI Implementation Plan, dated September 1, 2021 – August 31, 2024 (the "Title VI Plan"), to remain compliant with federal funding requirements and demonstrate the City's commitment to non-discrimination based on race, color, or national origin.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The Mayor and City Council hereby adopt the Title VI Implementation Plan, dated September 1, 2021 – August 31, 2024.

Section 3. This Resolution is effective immediately.

Section 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and other necessary or desirable instruments connected with the Title VI Plan and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 21st day of September, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.D. FY21/22 Vehicle Replacement and Supplemental Vehicle and Equipment Purchases
DATE PREPARED: 09/16/21	**DISTRICT NO.:**
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 the expenditure of not to exceed $2,206,900 for the procurement of replacement and new vehicles and equipment in accordance with the City Vehicle Replacement Policy.

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:

In accordance with the City of Buckeye's Vehicle Replacement Policy there are a total of eleven (11) replacement vehicle and equipment that were identified and budgeted as anticipated replacements during fiscal year 21/22, along with and twenty five (25) supplemental vehicle and equipment approved to accommodate new staffing positions approved this fiscal year. Fleet Management is requesting approval to procure a total of thirty-six (36) replacement vehicle and equipment and supplemental vehicles and equipment

This item is requesting Council's approval of the following vehicle replacement and supplemental vehicles sourced from the various new positions approved during the current fiscal year FY21/22. General fund vehicle replacement will include the purchase of six (6) vehicles/equipment and eight (8) supplemental units approved during the budget process for newly added positions. General fund amount not exceed $457,000. This item will include the procurement of the following replacement vehicles and equipment items; one (1) cargo trailer, four (5) SUV type vehicles, one (1) tow trailer, one (1) utility cart, one (1) mower, and four (4) pickup trucks.
Street's HURF budget approval consisted of one (1) grader replacement unit and six (6) supplemental vehicles and equipment will include one (1) Gannon trailer, one (1) barricade trailer, one (1) 3 yard dump truck, one (1) High Speed Brush Cutter and two (2) Mag Grant awarded sweepers. The total funding from HURF will not exceed $853,900. An additional vehicle was also approved to be split between HURF and Environmental Services which will not exceed $22,500 ($22,500 from

HURF/$22,500 Environmental Services).
Water Department vehicle replacement will include the purchase of one (1) backhoe and (3) pickup trucks. Budget approval of supplemental vehicles and equipment will include seven (7) pickup trucks and one (1) sewer Jetter trailer equipment. The total funding from the Water Department will not exceed $596,500 to include Water $368,000 and WasteWater at $228,500.
These vehicles purchases are in accordance with the City's Vehicle Replacement Police and budgeted in the FY21/22 City of Buckeye annual appropriations that will be purchased from various State and National cooperative contracts.

BENEFITS:

This request is of an urgent state due the current nationwide microchip shortage that is plaguing the automotive manufacturers across the county. Ordering opportunities are opening up with all of the manufacturers in September and expected build times are being quoted at 25 to 33 weeks this year which would not include any additional factors due to labor shortages or shut downs due to Covid-19. Manufacturers are advising that there will be anywhere from 3% to 5% price increases but not all pricing has been released. With the uncertainty of the current 2022 model year availability, Fleet Management would like to have these orders ready for submittal as soon as the ordering opens to hopeful have the orders accepted by the manufacturer.

Mechanically sound vehicles are not only lower cost to maintain but are safer to operate and achieve a much high equipment availability over vehicles and equipment that has reached its life expectancy. Dependable fleet equipment is crucial to ensure that Public Safety and City staff are able to provide services to the residents of the City of Buckeye and achieve this while ensuring safety and achieving minimal cost in doing so. As vehicles progress in their life expectancy, components become prone to increase breakdowns which increases the life cycle maintenance cost while also experiencing increases to the downtime of vehicles and equipment. Higher mileage vehicles are more likely to incur major component failures such as engines or transmissions, these type of failures are not only expensive to the Fleet but it hinders staffs ability to provide services to the residents in a timely manner and fulfilling the mission of the city departments.

FUTURE ACTION:

Lead time for delivery of vehicle can range from three months to a year depending on the complexity of the specification of the equipment once ordered by the Fleet Management Division of Public Works. These lead-times have been extended due to Covid-19 labor shortages and microchip shortages still plaguing the industry.

FINANCIAL IMPACT STATEMENT:

The procurement of City vehicle and equipment will not exceed the amount of $2,206,900. The acquisition of vehicles will be performed through various State and Local contracts to not only purchase the asset but to also perform the necessary capitalization of vehicle for in-service to all City staff.

FY21/22

General Fund Impact; total $457,000.

Replacement:

10003173-541210 not to exceed $ 156,000

Supplemental:

10002140-541210 not to exceed $ 132,000

10003172-541210 not to exceed $ 55,000

10004155-541210 not to exceed $ 39,000

10004160-541210 not to exceed $ 35,000

10001189-541210 not to exceed $ 40,000

HURF Fund Impact: not to exceed $853,900

38103202-541240 not to exceed $ 768,400.

38103202-541210 not to exceed $ 22,500.

38103202-541070 not to exceed $63,000.

38103202-475014 not to exceed $-405,000.
The HURF fund is a recipient of the Mag Sweeper Grant and will receive reimbursement in the amount of $405,000 to offset the cost of the two sweepers.

Environment Service Fund Impact:

40053205-541210 not to exceed $ 22,500.

Water Resources Fund Impact; total $ 368,000.

40003210-541210 not to exceed $ 238,000.

40003227-541210 not to exceed $ 20,000.

40003218-541210 not to exceed $ 70,000.

40003231-541210 not to exceed $ 40,000.

WasteWater Fund Impact; total $ 228,500.

40013227-541210 not to exceed $ 20,000.

40013226-541210 not to exceed $ 40,000.

40013231-541210 not to exceed $ 40,000.

40013226–541070 not to exceed $ 80,000.

40013220-541210 not to exceed $ 48,500.

Courtesy Chevy - AZ State Contract # ADSP017-166120

San Tan Ford – AZ State Contract# ADSP017-166124

LSH Lights/Kenco - City of Mesa Contract# 2018084

AZ Fuel Masters

Auto Safety House – Maricopa County Contract# 200209

Fleming Trailer – AZ State contract# ADSP018-202489

A to Z Equipment (EFFEM Corp) – AZ State contract# ADSP018-202491

John Deere-Mohave Contract# 20E-Deer-0825

JCB Procon - Sourcewell contract# 040319-JCB

Caterpillar -Omnia / City of Tucson contract# 161534

CURRENT FISCAL YEAR TOTAL COST:
$2,206,900.00

BUDGETED:
Yes

FISCAL YEAR:
FY21/22

FUND/DEPARTMENT:
Various

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
2021 Explorer Base 4X2 2-16-21.pdf
Barricade Trailer
Caterpillar Grader 140-15A
City of Buckeye 317G.pdf

Tymco Direct Quote.pdf
Quote #16152-sourcewell Jetter trailer.pdf
Lazer X 72 w MCS Qupte q350789.pdf
City of Buckeye_Gator_835E.pdf
2021 F150 Regular Cab 4X2 Short Bed 2-11-21.pdf
2021 F150 Super Crew cab 4X2 Short Bed 1-20-21_31722.pdf
2021 F250 Regular Cab 4X2 with 8' Service Body and Lift Gate 1-15-21.pdf
CITY OF BUCKEYE JCB POWERSLIDE.pdf
TK-65158.01 Empire TKT24LP City of Buckeye AUG 2020.pdf
2022 F350 Super Cab 4X2 with 8' TO Service Body 7-26-21.pdf
Water Lighting Quote....312011.pdf
Public Works_ Lighting Quote....312011.pdf
2022 CHEVY 3500 SUPER CAB WITH SERVICE BODY.pdf
ASH_ F150_250 Tool Boxes.PDF
ASH_PU Tool storage syste_Decked.PDF
Chevy 2500 Crew Cab 4x4 LWB.pdf

Prepared for: Beth Casillas, Fleet Manager, City of Buckeye
Office: 623-349-6840 | Mobile: 623-224-7517
Email: bcasillas@buckeyeaz.gov
End User FIN Code: QR271

Ship to:
Beth Casillas, City of Buckeye

2021 Explorer 4dr 4x2 Base (K7B)

Price Level: 120



Client Proposal

Prepared by:
Joe Sanchez
Office: 480-621-3741
Email: joesanchez@santanford.com
Quote ID: 21621-1
Date: 02/16/2021

Government Fleet Account Manager
Joe Sanchez (480) 621-3741 joesanchez@santanford.com
Department Fax (480) 621-3796

Date: February 16, 2021

Customer: **City of Buckeye**

Line Item/State Contract #: K7B / ADSPO17-166124

Vehicle Description: 2021 Ford Explorer Base 4X2

with 2.3L I4 Engine

	Base Bid Price	**$27,936.00**
	Upgrade Options	
1	Window Tint	250.00
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		$250.00
	Bid Price (with options)	**$28,186.00**
	Tire Tax	5.00
	Sales Tax (7.80%)	2,198.51
	Ford Extended Service Plan	
	Transportation Fee	
	Total Delivered Price	**$30,389.51**

Notes:

Thank You,
Joe

Prepared for: Beth Casillas
Fleet Manager, City of Buckeye
Prepared by: Joe Sanchez
02/16/2021

San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2021 Explorer 4dr 4x2 Base (K7B)

Price Level: 120 | Quote ID: 21621-1

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K7B	Base Vehicle Price (K7B)	$32,225.00
Packages		
100A	Equipment Group 100A *Includes:* *- Engine: 2.3L EcoBoost I-4* *Includes auto start-stop technology.* *- Transmission: 10-Speed Automatic* *- 3.58 Non-Limited-Slip Rear Axle Ratio* *- GVWR: TBD* *- Tires: P255/65R18 AS BSW* *Includes mini spare.* *- Wheels: 18" Painted Aluminum* *- Cloth Captain's Chairs* *Includes 8-way power driver's seat with power function for tilt and recline, 4-way manual front passenger seat with fore/aft and recline and 2-way manually adjustable driver and front passenger head restraints.* *- Radio: AM/FM Stereo* *Includes MP3 capability, 6 speakers, speed-compensated volume and SiriusXM radio with a 3 month prepaid subscription. Service is not available in Alaska and Hawaii.* *- FordPass Connect* *Includes 4G LTE Wi-Fi hotspot connects up to 10 devices with wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford), remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect, the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.). Note: Ford Telematics and data services prep included for fleet only: FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford. (833-327-3673).* *- SYNC 3 Communications & Entertainment System* *Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple Car Play and Android Auto compatibility and 1 smart-charging multimedia USB port in the media hub.*	N/C
Powertrain		
99H	Engine: 2.3L EcoBoost I-4 *Includes auto start-stop technology.*	Included
44T	Transmission: 10-Speed Automatic	Included
STDAX	3.58 Non-Limited-Slip Rear Axle Ratio	Included
STDGV	GVWR: TBD	Included
Wheels & Tires		
STDTR	Tires: P255/65R18 AS BSW	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2021 Explorer 4dr 4x2 Base (K7B)

Price Level: 120 | Quote ID: 21621-1

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Includes mini spare.	
STDWL	Wheels: 18" Painted Aluminum	Included

Seats & Seat Trim

7	Cloth Captain's Chairs	Included
	Includes 8-way power driver's seat with power function for tilt and recline, 4-way manual front passenger seat with fore/aft and recline and 2-way manually adjustable driver and front passenger head restraints.	

Other Options

PAINT	Monotone Paint Application	STD
119WB	119.1" Wheelbase	STD
STDRD	Radio: AM/FM Stereo	Included
	SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM radio inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming.	
	Includes MP3 capability, 6 speakers, speed-compensated volume and SiriusXM radio with a 3 month prepaid subscription. Service is not available in Alaska and Hawaii. *Includes:* *- FordPass Connect* *Includes 4G LTE Wi-Fi hotspot connects up to 10 devices with wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford), remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect, the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.). Note: Ford Telematics and data services prep included for fleet only: FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford. (833-327-3673).* *- SYNC 3 Communications & Entertainment System* *Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple Car Play and Android Auto compatibility and 1 smart-charging multimedia USB port in the media hub.*	
153	Front License Plate Bracket	N/C
	Standard in states requiring 2 license plates and optional to all others.	

Emissions

425	50 State Emissions System	STD
	Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles with the 3.3L Ti-VCT V6 FFV engine.	

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2021 Explorer 4dr 4x2 Base (K7B)

Price Level: 120 | Quote ID: 21621-1

As Configured Vehicle (cont'd)

Code	Description	MSRP
Interior Color		
7N_01	Sandstone	N/C
Exterior Color		
YZ_01	Oxford White	N/C
SUBTOTAL		$32,225.00
Destination Charge		$1,245.00
TOTAL		$33,470.00

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Prepared for: Beth Casillas
Fleet Manager, City of Buckeye
Prepared by: Joe Sanchez
02/16/2021

San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2021 Explorer 4dr 4x2 Base (K7B)

Price Level: 120 | Quote ID: 21621-1

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$32,225.00
Options	$0.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Destination Charge	$1,245.00
Subtotal	$33,470.00

Pre-Tax Adjustments

Code	Description	MSRP
Discount	San Tan Ford Vehicle Discount	-$5,534.00
Tint	Window Tint	$250.00
Subtotal		$28,186.00

Sales Taxes

Code	Description	MSRP
City Sales Tax	Gilbert Sales Tax	$422.79
State Tax	Arizona State Sales Tax	$1,775.72
Subtotal		$30,384.51

Post-Tax Adjustments

Code	Description	MSRP
Tire Tax	Tire Tax	$5.00
Subtotal		$30,389.51
Total		$30,389.51

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2021 Explorer 4dr 4x2 Base (K7B)

Price Level: 120 | Quote ID: 21621-1

Pricing Summary - Single Vehicle

Customer Signature

Acceptance Date

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2021 Explorer 4dr 4x2 Base (K7B)

Price Level: 120 | Quote ID: 21621-1

Selected Equip & Specs

Dimensions

- Exterior length: 198.8"
- Exterior width: 78.9"
- Exterior height: 70.2"
- Wheelbase: 119.1"
- Front track: 66.9"
- Rear track: 66.9"
- Min ground clearance: 8.2"
- Front legroom: 43.0"
- Rear legroom: 39.0"
- 3rd row legroom: 32.2"
- Front headroom: 40.7"
- Rear headroom: 40.5"
- 3rd row headroom: 38.9"
- Front hiproom: 59.2"
- Rear hiproom: 59.1"
- 3rd row hiproom: 40.9"
- Front shoulder room: 61.8"
- Rear shoulder room: 61.9"
- 3rd row shoulder room: 54.6"
- Passenger volume: 152.7cu.ft.
- Approach angle: 20.1 deg
- Departure angle: 22 deg
- Cargo volume: 18.2cu.ft.
- Cargo volume seats folded: 47.9cu.ft.
- Maximum cargo volume: 87.8cu.ft.

Powertrain

- EcoBoost 300hp 2.3L DOHC 16 valve intercooled turbo I-4 engine with variable valve control, gasoline direct injection
- Auto stop-start feature
- Driver selectable mode
- Recommended fuel : premium unleaded
- LEV3-ULEV70
- 10 speed automatic transmission with overdrive
- Rear-wheel drive
- Fuel Economy City: 21 mpg
- Fuel Economy Highway: 28 mpg
- Capless fuel filler

Suspension/Handling

- Front independent strut suspension with anti-roll bar, gas-pressurized shocks
- Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks
- Speed-sensing electric power-assist rack-pinion Steering
- Front and rear 18 x 7.5 silver aluminum wheels
- P255/65HR18 BSW AS front and rear tires

Body Exterior

- 4 doors
- Driver and passenger power remote, manual folding door mirrors
- Black door mirrors
- Lip rear spoiler
- Body-coloured bumpers
- Clearcoat paint
- Front and rear 18 x 7.5 wheels

Convenience

- Dual zone front automatic air conditioning with air filter
- Rear HVAC with separate controls

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2021 Explorer 4dr 4x2 Base (K7B)

Price Level: 120 | Quote ID: 21621-1

Selected Equip & Specs (cont'd)

- Cruise control with steering wheel controls
- Driver and passenger 1-touch up
- Remote power door locks with 2 stage unlock and illuminated entry
- Trunk/hatch auto-latch
- Manual telescopic steering wheel
- FordPass Connect 4G internet access
- Wireless phone connectivity
- Front and rear cupholders
- Full floor console
- Rear door bins
- Power windows
- Driver and passenger 1-touch down
- Extra FOB controls cargo access
- Manual tilt steering wheel
- Day-night rearview mirror
- SYNC 3 911 Assist emergency SOS
- 2 1st row LCD monitors
- Dual expandable coverage illuminated visor mirrors
- Driver and passenger door bins

Seats and Trim

- Seating capacity of 7
- 8-way power driver seat adjustment
- 4-way passenger seat adjustment
- 35-30-35 folding rear bench seat
- Cloth seat upholstery
- Piano black console insert
- Front bucket seats
- Power height adjustable driver seat
- Centre front armrest
- 50-50 3rd row bench seat
- Metal-look/piano black instrument panel insert

Entertainment Features

- SiriusXM AM/FM/Satellite radio
- Steering wheel mounted radio controls
- Streaming audio
- SYNC 3 external memory control
- 6 speakers
- Integrated roof antenna

Lighting, Visibility and Instrumentation

- LED low/high beam aero-composite headlights
- Fully automatic headlights
- Variable intermittent front windshield wipers
- Fixed interval rear windshield wiper
- Fixed rearmost windows
- Front and rear reading lights
- Compass
- Camera(s) - rear with washer
- Trip computer
- Trip odometer
- Ford Co-Pilot360 - BLIS (Blind Spot Information System) blind spot
- Delay-off headlights
- LED brakelights
- Speed sensitive wipers
- Rear window defroster
- Deep tinted windows
- Tachometer
- Outside temperature display
- Low tire pressure warning
- Reverse Sensing System parking sensors
- Lane departure

Safety and Security

- 4-wheel ABS brakes
- Electric parking brake
- Brake assist with hill hold control
- 4-wheel disc brakes

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2021 Explorer 4dr 4x2 Base (K7B)

Price Level: 120 | Quote ID: 21621-1

Selected Equip & Specs (cont'd)

- AdvanceTrac w/Roll Stability Control Electronic stability control
- Dual front impact airbag supplemental restraint system
- Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor
- SecuriLock immobilizer
- Manually adjustable front head restraints
- Ford Co-Pilot360 - BLIS (Blind Spot Information System) blind spot
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Knee airbag supplemental restraint system
- Power remote door locks with 2 stage unlock and panic alarm
- MyKey restricted driving mode
- 3 manually adjustable rear head restraints
- Ford Co-Pilot360 - Pre-Collision Assist with Pedestrian Detection Feature

Dimensions

General Weights

Curb	4,345 lbs.

Trailering Type

Trailer sway control	Yes

General Trailering

Towing capacity	5300 lbs.

Fuel Tank type

Capacity	18.6 gal.	Capless fuel filler	Yes

Off Road

Approach angle	20 deg	Departure angle	22 deg
Ramp breakover angle	17 deg	Min ground clearance	8 "
Load floor height	33 "		

Interior cargo

Cargo volume	18.2 cu.ft.	Cargo volume seats folded	47.9 cu.ft.
Maximum cargo volume	87.8 cu.ft.	Height	32.8 "
Length	83.9 "	Length to rear seat	49.8 "
Length to 3rd row seat	20.8 "	Minimum width	48.1 "
Maximum width	59.0 "		

Powertrain

Engine Type

Brand	EcoBoost	Block material	Aluminum
Cylinders	I-4	Head material	Aluminum
Ignition	Spark	Injection	Gasoline direct injection
Liters	2.3L	Orientation	Longitudinal

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2021 Explorer 4dr 4x2 Base (K7B)

Price Level: 120 | Quote ID: 21621-1

Selected Equip & Specs (cont'd)

Recommended fuel	Premium unleaded	Valves per cylinder	4
Valvetrain	DOHC	Variable valve control	Yes
Forced induction	Intercooled turbo		

Engine Spec

Bore	3.44"	Compression ratio	10.0:1
Displacement	140 cu.in.	Stroke	3.70"

Engine Power

SAEJ1349 AUG2004 compliant	Yes	Output	300 HP @ 5,500 RPM
Torque	310 ft.-lb @ 3,500 RPM		

Alternator

Type	Regenerative	Amps	0

Battery

Run down protection	Yes

Engine Extras

Oil cooler	Yes	Auto stop-start feature	Yes
Driver selectable mode	Yes		

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		

Transmission Gear Ratios

1st	4.714	2nd	2.997
3rd	2.149	4th	1.769
5th	1.521	6th	1.275
7th	1	8th	0.853
9th	0.689	10th	0.636
Reverse Gear ratios	4.885		

Transmission Extras

Driver selectable mode	Yes

Drive Type

Type	Rear-wheel

Drive Feature

Traction control	ABS and driveline

Drive Axle

Ratio	3.58

Exhaust

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2021 Explorer 4dr 4x2 Base (K7B)

Price Level: 120 | Quote ID: 21621-1

Selected Equip & Specs (cont'd)

Material ..... Stainless steel
System type ..... Quasi-dual

Emissions

CARB LEV3-ULEV70
EPA ..... Tier 3 Bin 70

fuel Economy

City ..... 21 mpg
Highway ..... 28 mpg
Fuel type ..... Gasoline
Combined ..... 24 mpg

Green Values

Energy Impact Score (Barrels per year) 13.7
Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year) 7.4

Driveability

Brakes

ABS 4-wheel
ABS channels 4
Type ..... 4-wheel disc
Vented discs ..... Front
Electric parking brake ..... Yes

Brake Assistance

Brake assist ..... Yes
Hill hold control ..... Yes

Suspension Control

Ride ..... Regular
Electronic stability control ..... Stability control with anti-roll

Front Suspension

Independence ..... Independent
Type ..... Strut
Anti-roll bar ..... Regular

Front Spring

Type ..... Coil
Grade ..... Regular

Front Shocks

Type ..... Gas-pressurized

Rear Suspension

Independence ..... Independent
Type ..... Multi-link
Anti-roll bar ..... Regular

Rear Spring

Type ..... Coil
Grade ..... Regular

Rear Shocks

Type ..... Gas-pressurized

Steering

Speed-sensing ..... Yes
Activation ..... Electric power-assist

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2021 Explorer 4dr 4x2 Base (K7B)

Price Level: 120 | Quote ID: 21621-1

Selected Equip & Specs (cont'd)

Type ..... Rack-pinion

Steering Specs

of wheels 2

Exterior

Front Wheels

Diameter ..... 18"
Width ..... 7.50"

Rear Wheels

Diameter ..... 18"
Width ..... 7.50"

Spare Wheels

Wheel material ..... Steel

Front and Rear Wheels

Appearance ..... Silver
Material ..... Aluminum

Front Tires

Aspect 65
Diameter ..... 18"
Sidewalls ..... BSW
Speed ..... H
Tread ..... AS
Type ..... P
Width 255mm

Rear Tires

Aspect 65
Diameter ..... 18"
Sidewalls ..... BSW
Speed ..... H
Tread ..... AS
Type ..... P
Width 255mm

Spare Tire

Mount ..... Inside under cargo
Type ..... Compact

Wheels

Front track ..... 66.9"
Rear track ..... 66.9"
Turning radius (to curb) ..... 19'
Wheelbase ..... 119.1"

Body Features

* **Front license plate bracket** ..... **Yes**
Rear spoiler ..... Lip
Body material ..... Galvanized steel/aluminum
Side impact beams ..... Yes
Active grille shutters ..... Yes

Body Doors

Door count 4
Left rear passenger ..... Conventional
Right rear passenger ..... Conventional
Rear cargo ..... Power liftgate

Exterior Dimensions

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2021 Explorer 4dr 4x2 Base (K7B)

Price Level: 120 | Quote ID: 21621-1

Selected Equip & Specs (cont'd)

Length	198.8"	Body width	78.9"
Body height	70.2"		

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead	Safety Canopy System curtain 1st, 2nd and 3rd row
Passenger front-impact	Yes	Passenger side-impact	Seat mounted
Knee	Driver and passenger		

Seatbelt

Rear centre 3 point	Yes	Height adjustable	Front
Pre-tensioners	Front	Pre-tensioners (#)	2

Security

Immobilizer	SecuriLock	Panic alarm	Yes
Restricted driving mode	MyKey		

Seating

Passenger Capacity

Capacity	7

Front Seats

Split	Buckets	Type	Bucket

Driver Seat

Fore/aft	Power	Height adjustable	Power
Reclining	Power	Way direction control	8
Cushion tilt	Power		

Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Front Head Restraint

Control	Manual	Type	Adjustable

Front Armrest

Centre	Yes

Rear Seats

Descriptor	Bench	Facing	Front
Folding	35-30-35	Folding position	Fold forward seatback
Type	Fixed	Reclining	Manual

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2021 Explorer 4dr 4x2 Base (K7B)

Price Level: 120 | Quote ID: 21621-1

Selected Equip & Specs (cont'd)

Fore/aft ..... Manual

Rear Head Restraints

Control ..... Manual
Number 3
Type ..... Adjustable

3rd Row Seats

Type ..... Fixed
Descriptor ..... Bench
Fold into floor ..... Manual
Folding 50-50
Facing ..... Front

3rd Row Head Restraint

Type ..... Adjustable
Number 2
Control ..... Manual

Front Seat Trim

Material ..... Cloth
Back material ..... Cloth

Rear Seat Trim Group

Material ..... Cloth
Back material ..... Carpet

3rd Row Seat Trim

Material ..... Cloth
Back material ..... Carpet

Convenience

AC And Heat Type

Air conditioning ..... Automatic
Rear HVAC ..... With separate controls
Underseat ducts ..... Yes
Headliner/pillar ducts ..... Yes
Dual zone front ..... Yes
Air filter ..... Yes
Voice activation ..... Yes

Audio System

Radio ..... SiriusXM AM/FM/Satellite
Seek-scan ..... Yes
Internal memory ..... Yes
Radio grade ..... Regular
External memory control ..... SYNC 3
Internet radio ..... Yes

Audio Speakers

Speaker type ..... Regular
Speakers 6

Audio Controls

Speed sensitive volume ..... Yes
Voice activation ..... Yes
Steering wheel controls ..... Yes
Streaming audio ..... Bluetooth yes

Audio Antenna

Type ..... Integrated roof

LCD Monitors

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2021 Explorer 4dr 4x2 Base (K7B)

Price Level: 120 | Quote ID: 21621-1

Selected Equip & Specs (cont'd)

1st row 2
Primary monitor size (inches) 8

Cruise Control

Cruise control ..... With steering wheel controls

Remote Releases

Cargo access ..... Power

Convenience Features

Trunk/hatch auto-latch ..... Yes
Retained accessory power ..... Yes
Emergency SOS ..... SYNC 3 911 Assist
Smart device integration ..... Mirroring
Driver foot rest ..... Yes
12V DC power outlet 5
Wireless phone connectivity ..... Bluetooth

Door Lock Activation

Type ..... Power with 2 stage unlock
Integrated key/remote ..... Yes
Remote ..... Keyfob (all doors)
Auto locking ..... Yes

Door Lock Type

Rear child safety ..... Manual
Tailgate/rear door lock ..... Included with power door locks

Door Locks Extra FOB Controls

Cargo access ..... Yes
Remote engine start ..... Smart device only

Instrumentation Type

Display ..... Analog

Instrumentation Gauges

Tachometer ..... Yes
Oil level ..... Yes
Engine temperature ..... Yes

Instrumentation Warnings

Oil pressure ..... Yes
Battery ..... Yes
Key ..... Yes
Low washer fluid ..... Yes
Door ajar ..... Yes
Service interval ..... Yes
Low tire pressure ..... Tire specific
Engine temperature ..... Yes
Lights on ..... Yes
Low fuel ..... Yes
Lighting malfunction ..... Yes
Rear cargo ajar ..... Yes
Brake fluid ..... Yes
Transmission fluid temp ..... Yes

Instrumentation Displays

Clock ..... In-dash
Exterior temp ..... Yes
Redundant digital speedometer ..... Yes
Compass ..... Yes
Systems monitor ..... Yes
Camera(s) - rear ..... With washer

Instrumentation Feature

Trip computer ..... Yes
Trip odometer ..... Yes

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2021 Explorer 4dr 4x2 Base (K7B)

Price Level: 120 | Quote ID: 21621-1

Selected Equip & Specs (cont'd)

Parking sensors	Rear	Lane departure	Active
Blind spot	Warning	Forward collision	Mitigation
Rear collision	Warning	Pedestrian detection	Prevention

Steering Wheel Type

Material	Urethane	Tilting	Manual
Telescoping	Manual		

Front Side Windows

Window 1st row activation	Power

Windows Rear Side

2nd row activation	Power	3rd row activation	Fixed

Window Features

1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Deep		

Front Windshield

Wiper	Variable intermittent	Speed sensitive wipers	Yes

Rear Windshield

Wiper	Fixed interval	Heating	Wiper park
Defroster	Yes	Window	Fixed

Interior

Driver Visor

Illuminated	Yes	Expandable coverage	Yes
Mirror	Yes		

Passenger Visor

Illuminated	Yes	Expandable coverage	Yes
Mirror	Yes		

Rear View Mirror

Day-night	Yes

Trim Door

Trim insert	Cloth

Headliner

Coverage	Full	Material	Cloth

Floor Trim

Coverage	Full	Covering	Carpet
Mats	Carpet front and rear		

Trim Feature

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2021 Explorer 4dr 4x2 Base (K7B)

Price Level: 120 | Quote ID: 21621-1

Selected Equip & Specs (cont'd)

Instrument panel insert	Metal-look/piano black	Door panel insert	Metal-look/piano black
Console insert	Piano black	Interior accents	Chrome/metal-look

Lighting

Dome light type	Fade	Front reading	Yes
Illuminated entry	Yes	Rear reading	Yes
Ignition switch	Yes	Variable IP lighting	Yes

Floor Console Storage

Storage	Covered	Type	Full

Overhead Console Storage

Storage	Yes	Type	Mini

Storage

Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	Passenger door bin	Yes
Seatback storage pockets	2	Rear yes	Yes
Rear door bins	Yes		

Cargo Space Trim

Floor	Carpet	Trunk lid/rear cargo door	Plastic

Cargo Space Feature

Tie downs	Yes	Light	Yes
Concealed storage	Yes		

Legroom

Front	43.0"	Rear	39.0"
Third	32.2"		

Headroom

Front	40.7"	Rear	40.5"
Third	38.9"		

Hip Room

Front	59.2"	Rear	59.1"
Third	40.9"		

Shoulder Room

Front	61.8"	Rear	61.9"
Third	54.6"		

Interior Volume

Passenger volume	152.7 cu.ft.

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2021 Explorer 4dr 4x2 Base (K7B)

Price Level: 120 | Quote ID: 21621-1

Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months

Powertrain

Distance	60,000 miles	Months	60 months

Corrosion Perforation

Distance	Unlimited miles	Months	60 months

Roadside Assistance

Distance	60,000 miles	Months	60 months

Accessories

Distance	36,000 miles	Months	36 months

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JacksSon's Trailers - Glendale

Company Info:
7020 NW Grand Ave.
Glendale, AZ 85301, USA
jackssonstrailers.com

Sales Info:
Jares Moses
Phone: 623 937-5575
Fax: 623 937-1772

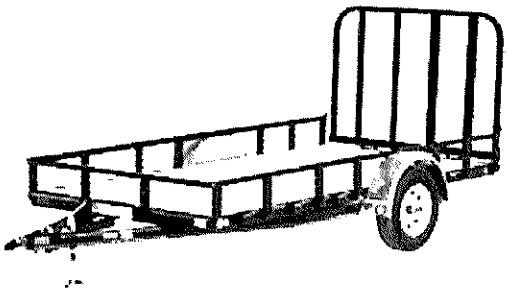
Customer Info:
City of Buckeye
Phone: 623-695-8997
Email: ttyler@buckeyeaz.gov

72" Sngl Axle Channel Utility

Quote #189290

- 12 feet
- BP 2" A-Frame $0.00
- (1) 3,500# (Dexter) Idler / Spring $0.00
- Straight Deck with Fold In Gate $323.95
- Black Powder Coat $0.00

Options:
Spare Tire and Mount $213.13



* actual product may vary from image shown

Notes:
Special Order Quote. Self Registration

Standard Features

- 2,990 G.V.W.R.
- 3,500 x 1 G.A.W.R.
- 2" Ball Demco EZ Latch Coupler
- Safety Chains
- 1 - Bulldog Pipe Mount Swivel Jack (5,000 lb.)
- 1 - Dexter E- Z lube Idler Axle (3,500 lb.)
- 4 Leaf Double-eye Spring Suspension
- 2 - NEW 15" Black Mod Wheels
- 2 - ST205/75R15 Radial Tires (1,820 lb)
- Stake Pockets
- 9" x 33" Treadplate Removable Alum Fenders
- 4" Channel Frame & Tongue
- 2 1/2" x 2 1/2" x 3/16" Angle Crossmembers
- 2" x 2" Removable Side Rail
- 2" x 2" Top Rail
- 2" Treated Pine Lumber Deck
- 72" Wide Deck
- DOT Approved Flushmount Lifetime LED Lights
- Sealed Wire Harness
- Sand Blasted, Acid Washed, Powder Coated
- 5 year Dexter Axle Warranty

Trailer Price:	$2,804.72
Taxes:	$258.03
Fees:	$56.00
Registration:	$0.00
Other:	$0.00

Total Price: **$3,118.76**

7/14/2021

City of Buckeye
Re: Omnia / NIPA Contract Quotation Contract #161534
Toby Tyler

Dear Toby, On behalf of Empire Machinery and Caterpillar Inc., we are pleased to quote the following.

2021 New Caterpillar 140JOY-BR 140-15A AWD Motor Grader
Standard Equipment

POWERTRAIN

Air cleaner, dual stage dry type radial seal with service indicator and automatic dust ejector
Air-to-air after cooler (ATAAC)
Belt, serpentine, automatic tensioner
Brakes, oil disc, four-wheel, hydraulic
Demand fan, hydraulic
Differential, lock/unlock, Automatic
Drain, engine oil, ecology
Electronic over-speed protection
Parking brake, multi-disc, sealed and oil cooled.
Sediment drain, fuel tank.
Transmission, 8 speed forward and 6 speed reverse, power shift, direct drive
VHP Plus (Variable Horse Power Plus)

ELECTRICAL

Alarm, back-up
Alternator, 150 ampere, sealed
Batteries, maintenance free, heavy duty, 1125 CCA
Breaker panel, ground accessible
Electrical hydraulic valves
Electrical system, 24V
Grade Control Ready (Cab harness, software, electrical hydraulic valves, bosses and brackets)
Lights, reversing
Lights, roading, roof-mounted, stop and tail, LED
Starter, electric

OPERATOR ENVIRONMENT

Air Conditioning with heater
Articulation, automatic return to center
Centershift pin indicator
Display, digital speed and gear
Mirror, inside rearview, wide angle
Power port, 12V
Radio ready, entertainment
ROPS cab, sound suppressed
- 69dB(A) - ISO 6394
Seat,cloth-covered, comfort suspension
Storage area for cooler/lunchbox
Throttle control, electronic
Windows laminated glass:
-Fixed front with intermittent wiper
-Door with intermittent wipers (3)
Windows tempered:
-Left and right side wipers
-Rear with intermittent wiper
Cab storage

SAFETY AND SECURITY

Clutch, circle drive slip
Doors, 2 engine compartment, (two left hand, two right hand) locking
Doors, 2 service, left and right locking
Ground level engine shutdown
Hammer (emergency exit)
Horn, electric
Lockout, hydraulic implement (for roading and servicing)
Seat belt, retractable 76.2 (3")
Secondary steering
Tandem walkway/guards

TIRES, RIMS, AND WHEELS

A partial allowance for tires on 254mm x 609.6mm (10" x 24") multi-piece rims is included in the base machine price and weight.

FLUIDS

Antifreeze
Extended life coolant -35C/-30F

Doors, left and right side with wiper
Gauge, machine level
Gauges (analog) inside the cab
(includes fuel, articulation, engine
coolant temp, engine RPM,
and hydraulic oil temp, DEF/AdBlue)
Joystick, adjustable armrests
Joystick gear selection, hydraulic
power steering hydraulic controls
(right/left, blade lift w/ float
position, blade sideshift and tip,
circle drive, centershift, front wheel
lean and articulation and steering)
Lights, night time cab
Messenger operator information system
Meter, hour, digital

OTHER STANDARD EQUIPMENT
Accumulators -brake -dual certified
Drawbar,6 shoe w/replaceable wear strips
Fluid check, ground level
Fuel tank, 398 liters (105 gallon)
Ground level fueling
DEF/AdBlue Tank, 21 liters (5.5 gallon)
Hydraulic lines for base functions
Pump, hydrailic, high capacity
(98cc / 15 cu in)
Radiator, cleanout access
(both sides with swing doors)
SOS ports - engine -hydraulic
-transmission -coolant -fuel
Tool box
Debris guard

Configured as Follows

GLOBAL ARRANGEMENT
RIPPER/SCARIFIER
INCLUDES:
ACCUMULATORS, BLADE LIFT
ENGINE, TIER IV
BASE + 1 (RIP)
LIGHTS, ARM, FOLD DOWN
CAB, PLUS (STANDARD GLASS)
150 AMP ALTERNATOR
STANDARD GLASS
INCLUDES:
RADIO,12V,AM/FM CD/MP3 BLUET
CONVERTER, COMMUNICATION(CB)
SEAT BELT W/INDICATOR
CAT GRADE, ARO, AWD
JOYSTICK CONTROLS, ADVANCED
FAN, STANDARD, TND
GUARD GP, HITCH
ANTIFREEZE WINDSHIELD WASHER
LANGUAGE, ENGLISH
LIGHTS, WORKING, PLUS, HALOGEN
CAMERA, REAR VISION
GUARD, TRANSMISSION
CIRCLE SAVER
SHANKS/TEETH, RIPPER/SCARIFIER
MOLDBOARD, 14' PLUS
WEATHER, STANDARD, AWD
BATTERIES, HD, 1125CCA
PRECLEANER, NON SY-KLONE
DRAIN, GRAVITY, ENGINE OIL
STARTER, ELECTRIC, HEAVY DUTY
LIGHTS, ROADING, HALOGEN
INCLUDES:
WIPER/WASHER, REAR
CAB, PLUS (INTERIOR)
SEAT,AIR SUSP,CLOTH,HEATED
FAN,DEFROSTER, REAR WINDOR
SHADE, SUN
PRODUCT LINK, CELLULAR PLE742
CONTROL,AUTO ARTICULATION-FULL
TANK, FUEL, STANDARD
TIRES, 17.5R25 BS VKT * D2A MP
COOLANT, 50/50, -35C (-31F)
FUEL ANTIFREEZE, -25C (-13F)
DECALS, ENGLISH (U.S.)
HEADLIGHTS,FRONT, LOW, HALOGEN
MIRRORS, OUTSIDE MOUNTED
PUSH PLATE, COUNTERWEIGHT HD
TOOTH, STRAIGHT
ROLL ON-ROLL OFF

Trade Information

One 2004 CAT 140H has an estimated trade-in value of $95,000.

Warranty

7 Yr 5000 Hr Premier

Premier ESC The most comprehensive coverage option, Premier ESC coverage includes Powertrain components, Powertrain + Hydraulic components, as well as additional powertrain, hydraulic, electrical and structural components. COVERED Radiator and muffler. Undercarriage non-moving components External hoses and lines for oil, water and air Transmission pumps, controls and valves Hydraulic brake system components Electric system Machine electronic controls Drive train electronic controls EXCLUDED Moving undercarriage components Service items Maintenance items with other warranty statement Items not included under Standard Machine Warranty

Pricing Summary

Sale Price:	$337,442
Trade-In Value:	($95,000)
Sales Tax:	$28,008
Net Total:	**$270,450**

If you have any questions regarding this information please let me know. Thank you for allowing Empire Machinery to assist with your Caterpillar equipment needs.

Sincerely,

Doug Madsen
Account Manager
602-622-4869

This quote is good for thirty days and prices are subject to change. All finance options are subject to credit approval. By purchasing goods or services from Empire, you agree to Empire’s Terms (www.empire-cat.com/salesserviceterms), which are incorporated into this quote. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change.

Retail Purchase Order

RDO Equipment Co.
2649 North 29th Avenue
Phoenix AZ, 85009
Phone: (602) 415-4700 - Fax: (602) 233-0383

Bill To:
CITY OF BUCKEYE
FLEET MAINTENANCE
415 E ARIZONA EASTERN AVE
BUCKEYE, AZ, 853261900
MARICOPA ()
(623) 349-6241

Purchase Order Date:	7/14/2021
Purchase Order #:	1465729
Purchaser Account #:	6241005
Customer Purchase Order #:	317G
Customer Sales Tax Exempt #:	None
Customer Purchaser Type:	Governmental - City/Town/Village
Customer Market Use:	Other - Light Duty Main
Location of First Working Use:	BUCKEYE, AZ, 853261900
Dealer Account Number:	177633
Sales Professional:	Brandon Lazell
Phone:	(602) 415-4700
Fax:	
Email:	BLazell@rdoequipment.com

Equipment Information

Quantity	Serial Number / Stock Number	Hours (approx.)	Status / Year / Make / Model / Additional Items	Cash Price
1	1T0317GJPMJ403510 X993073	1	New 2021 JOHN DEERE 317G	$68,639.87
			Customer Discount Sourcewell Discount	($21,089.87)
			Freight Out Delivery	$200.00
			Warranty -John Deere Power Train & Hyd.-60 Months, 3000 Hours,Deductible: 0, Exp Date: 5/23/2026	$1,250.00
1	0013630 X328050	0	Attachment - New 2021 JOHN DEERE CE72	

Equipment Subtotal: **$49,000.00**

Purchase Order Totals

Balance:	$49,000.00
AZ STATE TAX:	$2,744.00
AZ COUNTY TAX:	$343.00
AZ CITY TAX:	$1,016.32
Sales Tax Total:	$4,103.32
Sub Total:	$53,103.32
Cash with Order:	$0.00
Balance Due:	**$53,103.32**

Legal Information

For the Construction Product(s)

ACKNOWLEDGMENTS - Purchaser offers to sell, transfer, and convey the item(s) listed as “Trade In” to the Dealer at or prior to the time of delivery of the above Product(s), as a “trade-in” to be applied against the cash price. Purchaser represents that each “trade-in” item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each “trade-in” item is listed on this document. The Purchaser promises to pay the balance due shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims or a bankruptcy trustee or a buyer in the ordinary course or business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order. I (we) hereby grant a security interest to RDO Equipment in the Product.

DISCLOSURE OF REGULATION APPLICABILITY - When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm.

IMPORTANT WARRANTY NOTICE - The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer.Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the “Purchaser”) hereby orders the product (the “Product”) described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in “AS IS” condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

Signature Area

Purchase Order Accepted By:

_____ (Customer's Signature)

_____ (Date Accepted)

_____ (Authorized Signature of Dealer)

_____ (Date Accepted)

Delivery of Equipment Acknowledgement:

_____ (Customer's Signature)

_____ / _____ / _____ Date Accepted

Standard Warranty Acknowledgement:

_____ (Delivered On)

_____ (Warranty Begins)

Extended Warranty Oil Sampling Acknowledgement:

_____ (Customer's Intials)

_____ ({deal owner's title}'s Initials)

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	1T0317GJPMJ403510	2021 JOHN DEERE 317G	0730 EH CTRL 1SP ROPS SLEV 1501 ENGLISH OP MAN & DECALS 170C JDLINK 4G ULTMT W 5 YRS SERV 2645 WIDE ZIG ZAG 15.8" 400MM TRK 4003 3" SEAT BELT W/2"SHLDR STRAP 6003 AIR RIDE SEAT (VINYL) 8305 2ND SET COUNTERWEIGHT 8395 KEYLESS START SEALED SWITCH 8530 POWER QUICK TATCH FOR CANOPY MKT DEV FUND
1	0013630	2021 JOHN DEERE CE72	None

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, CCE AND FORESTRY PRODUCTS – US & Canada

- **Construction, Forestry & Compact Construction Equipment (CCE) Products*:** 12 months Full Machine Standard Warranty
- ***** Compact Construction Equipment Products** Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Series Pull-Type Scrapers**: 12 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment:** 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURALL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other

person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

   Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

   Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

   StructurALL Warranty does not apply to:
   1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
   2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
   3. Cut-to-Length Forestry Heads and Slash Bundler Units.
   4. Crawlers equipped with optional side booms.
   5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
   6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting-edge parts, delimbing knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is

reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INLCUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

HGACBuy CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:	SW04-20	Date Prepared:	7/20/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Buckeye, AZ	Contractor:	TYMCO, Inc. (ISSUE P.O. TO TYMCO, Inc.- email below)
Contact Person:	Jim Sandstrom, Street Sweeping Operations	Prepared By:	Kaye Morgan
Phone:	623-693-6995	Phone:	254-799-5546
Fax:		Fax:	254-799-2722
Email:	jsandstrom@buckeyeaz.gov	Email:	kaye.morgan@tymco.com

Product Code: B53 Description: TYMCO Model 600 Regenerative Air Sweeper

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $ 138,000.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if

Description	Cost	Description	Cost
A.O.D. Washdown System 600004	$ 2,050.00	Gutter Broom Tilt Adjuster - Left/Right 600022	$ 1,700.00
Auxiliary Hydraulic System 600053	$ 1,130.00	Abrasion Protection Package 600036	$ 1,275.00
Pick-Up Head Pressure Inlet Water Injection Sys 60006	$ 1,830.00	Pick-Up Head Curtain Lifter 600087	$ 1,605.00
Traffic Directing Light - LED 600823	$ 1,200.00	Broom Assist Pick-Up Head 600064	$ 4,350.00
Auto Sweep Interrupt w/Overspeed Interrupt 600079	$ 1,025.00	2020 Peterbilt 220 Chassis w/Dual Steering 600706	$ 114,500.00
Hopper Suction Throat Liner w/Wear Flange 600011	$ 1,525.00	AWTI Camera/Monitor System - Rear 600008-A	$ 1,530.00
High Capacity Dust Separator is standard on HGAC			
contract			
		Subtotal From Additional Sheet(s):	
		Subtotal B:	$ 133,720.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

Description	Cost	Description	Cost
Water Tank Level Gauge in Cab	$ 600.00	Amber Beacon Light - LED - Additional	$ 350.00
Skid Bumper Extension Set (2)	$ 250.00	Additional Nozzle w/Separate Switch - Hopper ILO Pick-Up	No Charge
Low Emission Package	$ 2,000.00	Dump Switch in Cab	$ 200.00
Hazard Reflectors	$ 100.00	Fire Extinguisher	$ 100.00
Air Horn	$ 500.00	2022 Peterbilt Chassis w/Right Steer UPGRADE	$ (10,500.00)
Inside Arm Rests (2)	$ 400.00	LED Lights - Stop/Turn/Tail/Clearance Markers	$ 500.00
(4) LED Floodlights - Exchange (2-GB; 2-Rear)	$ 400.00	Red Dot Roof Mount Air Conditioner (Rush)	$ 9,375.00
COMDEX Package - 440 Gals.	$ 5,900.00	Subtotal From Additional Sheet(s):	
		Subtotal C:	$ 10,175.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 4%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C) $ 281,895.00

Quantity Ordered: 1 X **Subtotal of A + B + C:** $ 281,895.00 = **Subtotal D:** $ 281,895.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Freight/PDI/Inservice	$ 4,250.00	Ext Warr - Basic Vehicle 5 years/150K miles	$ 3,470.00
AZ Sales Tax (9.3%)	$ 27,796.77	Surcharge - Sweeper Unit	$ 5,900.00
Ext Warr-Engine/After Treatment 5 yrs/150K miles	$ 2,625.00		
Ext Warr-Allison Transmission 5 yrs/Unlimited miles	$ 750.00	Subtotal F:	$ 44,791.77

Delivery Date: 120-180 Days **G. Total Purchase Price (D+E+F):** $ 326,686.77

AZ Wastewater Industries, Inc.
Phone: 800 778-9359 **Fax: 480 425-3321**
www.azwastewaterindustries.com

3201 W. Virginia Ave, Suite 3
Phoenix, AZ 85009

QUOTE

Quote No.	**16152**
Quote Date	12/11/2020
Sales Rep.	BL
Payment Terms	Net 30
F.O.B.	Destination
Prices Good For	120 Days

Customer:

City of Buckeye
530 E. Monroe Ave.
Buckeye, AZ 85362
Attn: Accounts Payable

Item	Item Description	Qty	Unit Cost	Total
747-FR2000	Trailer Mounted High Pressure Sewer Cleaner (per the attached specifications)	1	70,487.00	70,487.00T
Discount-Sales	Less Sourcewell 3% Discount		-3.00%	-2,114.61
Freight Charge	Freight/Delivery Charges		5,000.00	5,000.00

As always, it's a pleasure doing business with you!

Subtotal	$73,372.39
Sales Tax (8.6%)	$5,880.02
Total	**$79,252.41**

Signature _____

Sourcewell Awarded Contract
Contract # 122017-SCA

3201 W Virginia Ave, Suite #3 I Phoenix, AZ 85009
p 602-778-9359 I f 480-425-3321
www.azwastewaterindustries.com

AWI ARIZONA WASTEWATER IND.

December 11, 2020

SPECIFICATIONS FOR QUOTE #16152

Distributor: AZ Wastewater Industries
End User: City of Buckeye (Sourcewell member ID #21627)
Address: 530 E. Monroe Ave
City, State, Zip: Buckeye, AZ 85362
Phone: 623-764-4800
Contact: Mike Mason
Email: mmason@buckeyeaz.gov

SEWER EQUIPMENT CO. of AMERICA

747-FR2000 ECO Trailer Mounted High Pressure Sewer Cleaner

Engine & Pump:
- 3.7L Ford Engine
- Giant 40 GPM @ 2000 PSI
- w/30 Min Run Dry Capability
- Lighted Nema 4 Control Panel
- Auto Shutdown (For High Engine Temp / Low Oil Pressure)
- Air Purge Valve
- Recirculation System
- Painted Steel Shroud Enclosure w/Locking Access Doors
- Engine Display
- Electronic Throttle Control

Hose Reel & Hose:
- Rotating Safety Reel w/800' Capacity of 3/4" Hose

Tank & Fill:
- 700 Gal. Black Super-Poly Water Tank
- 2.5" Fill System

Trailer:
- Tandem Axles 14,000 GVWR
- Electric Brakes w/2-5/16" Ball Hitch
- (1) Steel Toolbox - Fender Mounted
- D.O.T. Approved LED Lighting

Accessories:
- 10' Leader Hose
- BB Hose Guide
- Tri-Star (Chisel Point) Nozzle
- DD (High Flow) Nozzle
- Finned Nozzle Extension
- Nozzle Rack
- 25' Fill Hose
- Washdown Gun w/25' Ext. Hose
- Upstream Pulley Guide
- Paper Operator / Owner Manual

BASE UNIT AS OUTLINED ABOVE	**$63,761.00**	1	**$63,761.00**
		LIST PRICE OF SELECTED OPTIONS:	$6,726.00
		LESS PERCENTAGE DISCOUNT (*enter %* →) **3%**	$ (2,114.61)
		NET PRICE OF UNIT:	**$68,372.39**
		ESTIMATED FREIGHT:	$5,000.00
		ESTIMATED TOTAL:	**$73,372.39**

FOR ALL NON STANDARD OPTIONS PLEASE CONTACT FACTORY FOR PRICING

STANDARD OPTIONS:	LIST PRICE	QTY	TOTAL
ENGINE & PUMP OPTIONS:			
WASHDOWN SYSTEM W/50' RETRACTABLE HOSE REEL	$1,350.00	1	$1,350.00
HOSE REEL & HOSE OPTIONS:			
FOOTAGE METER (MOUNTED ON JET HOSE REEL)	$764.00	1	$764.00
SEWER HOSE (3/4" I.D. X 2500 PSI OPERATING PRESSURE) PER FT.	$4.14	800	$3,312.00
TANK & FILL OPTIONS:			
FILL HOSE STORAGE RACK	$215.00	1	$215.00
ELECTRICAL & LIGHTING:			
LED ARROW STICK (FACTORY STANDARD)	$1,085.00	1	$1,085.00
PAINT:			
SHROUD: STANDARD WHITE PAINT	INCLUDED		
TOOLBOX: STANDARD WHITE PAINT	INCLUDED		
HOSE REEL - UPRIGHT: SEWER BLUE	INCLUDED		
FENDERS: STANDARD BLACK	INCLUDED		
MANUALS & TRAINING:			
TRAINING - CUSTOMER LOCATION (1 DAY)	INCLUDED		$0.00

A TO Z EQUIPMENT RENTALS & SALES
a-zequipment.com

North Valley
15634 N. 32nd Street
Phoenix, AZ
602-992-1150

Central Phoenix
4050 E. Indian School Road
Phoenix, AZ
602-955-5100

West Valley
803 E. Van Buren Street
Avondale, AZ
623-925-0200

East Valley
1313 E. Baseline Road
Gilbert, AZ
480-539-8700

Status: Quote
Quote #: q350789-5

Quote To: Mon 8/30/2021 9:00AM

Operator: Pat Conley
Terms: On Account

Customer #: 26026

CITY OF BUCKEYE
Phone 623-349-6162

ACCTS PAYABLE
530 W MONROE AVE
BUCKEYE, AZ 85326

Salesman: Pat Conley 602-471-4286 pconley@atozequipment.com

Requested by Beth Castillas
bcastillas@buckeyeaz.gov
623-349-6840

Arizona State Contract Pricing
ADSP018-202496

Included PDI, MCS Installation & Local Delivery

Qty	Part#	Items Sold	Each	Disc%	Each	Price
1	LZX980EKC726W0 Model #LZX980EKC726W0	ZTR MOWER, LAZER 72" W/KOH ECV980 EFI	$18,536.00		$13,359.00	$13,359.00
1	LZUVQD11 Model #LZUVQD11	ULTRA VAC,11 BUSHEL,QUICK DUMP COLLECT SYS	$3,699.00		$2,959.00	$2,959.00
1	109-9629 Model #109-9629	ULTRA VAC COMPLETING KIT	$399.00		$319.00	$319.00

QUOTE VALID THROUGH "QUOTE TO" DATE ABOVE

Quote

This is a Quote Only

Sales:	**$16,637.00**
Subtotal:	**$16,637.00**
Sales Tax (005):	**$1,297.69**
Total:	**$17,934.69**
Paid:	**$0.00**
Amount Due:	**$17,934.69**

Signature:

CITY OF BUCKEYE

RENTAL TERMS

CUSTOMER HEREBY RENTS AND ACCEPTS FROM A to Z EQUIPMENT RENTALS & SALES THE EQUIPMENT LISTED ON THE FRONT PAGE, FOR THE TERM STATED THEREIN.

All Rentals are Payable in Advance, as well as a deposit

No Credit without an Established Commercial Account

We accept Visa, Mastercard, Discover, and American Express

Return Equipment Clean and Save the Cleaning Charge

Customer acknowledges that the equipment rented is in good working condition, and agrees:

1. To pay the rental therefore.
2. To take care of all said equipment including routine maintenance and service.
3. To use it in a proper manner.
4. In the event any of the rented equipment is lost or destroyed before it is returned, to promptly pay to A to Z the full value of such rented property.
5. If any of the rented property is damaged or injured in any way, or returned unclean, to pay an amount equal to the reasonable cost of repairing, or cleaning, the same.
6. Customer hereby exonerates, indemnifies, and saves harmless the company from all claims and liabilities to all parties for damage or loss to any person, persons, or property in any way arising out of, or during, the use of said equipment.

Customer Further Agrees that:

7. Upon failure to pay rent, or if default is made in any of the other terms hereof, A to Z may at once take possession of said rented equipment wherever the same may be found, and remove the same, and A to Z or its agents shall in no way be liable for any claims from damages or injury in the removal of said equipment.
8. All charges for rental, damage, cleaning, or material will be paid, and that all collection fees, attorney fees, court costs, or any expense involved in the collection of these charges will be borne by the customer.
9. It is understood that the rental commences as of the date and time hereof and ends only when the rented equipment is returned to the custody of A to Z, and receipted by A to Z.
10. It is further understood and agreed that any property upon which the equipment and/or materials are used shall be chargeable with a mechanic's lien for all claims by a to Z for the use of and/or conversion of the items covered by this Rental Agreement.

SALES TERMS

Title remains vested in A to Z until product is paid in full.

FACTORY WARRANTY: Any Warranty on any New or Used Product still subject to a Manufacturer's Warranty is that made by the Manufacturer only.

A to Z Equipment hereby disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose.

Used Product Whether or Not Subject to Manufacturer's Warranty: Unless a separate written instrument showing the terms of any A to Z Warranty or Service Contract is furnished by A to Z to Buyer, this product is sold "USED - AS IS - WITH ALL FAULTS", and hereby disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose.

In any event or for any reason, Customer shall not be entitled to recover from A to Z any consequential damages, damages to property, damages for loss of use, loss of profit or income, or any other incidental damages.

There are no understandings, agreements, or representations, expressed or implied, respecting the property sold, which are not specified on the face hereof.

SPECIAL ORDERS: All special orders MUST BE PAID IN ADVANCE - No Returns - No Refunds. This includes expected shipping and handling charges. (actual charges may higher or lower and will be due upon pick of the special order item).

No Equipment or Merchandise will be taken back and credited or replaced unless arrangements for such returns have been made.

No Credit or Exchange on Electrical Parts, Carburetors, Carburetor Parts, or any Installed Parts.

A 15% restocking fee will be charged on returned parts, merchandise, or equipment.

WORK ORDER TERMS

1. A shop fee / environmental charge will be added to all work orders.
2. Items left 30 days after work is completed will be scrapped or sold.
3. Items left for estimate will be returned unassembled, and a half hour minimum labor will be charged.

JOHN DEERE

YOUR CONTRACT.
YOUR QUOTE.
YOUR HELP REQUESTED.

Ensure your equipment arrives with no delay. Issue your Purchase Order or Letter of Intent.

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

- ☐ Shipping address
- ☐ Billing address
- ☐ Vendor: Deere & Company
  2000 John Deere Run
  Cary, NC 27513
- ☐ Contract name and/or number
- ☐ Signature
- ☐ Tax exempt certificate, if applicable

For any questions, please contact:

Dylan Urton

Stotz Equipment
11111 West Mcdowell Road
Avondale, AZ 85392

Tel: 623-936-7131
Mobile Phone: 602-390-8226
Fax: 623-936-2089
Email: durton@stotzeq.com

The John Deere Government Sales Team

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Stotz Equipment
11111 West Mcdowell Road
Avondale, AZ 85392
623-936-7131
xx4299@stotzeq.com

Quote Summary

Prepared For:
CITY OF BUCKEYE
PO BOX 157
BUCKEYE, AZ 85326
Business: 602-256-2488
mdepaulo@buckeyeaz.gov

Delivering Dealer:
Stotz Equipment
Dylan Urton
11111 West Mcdowell Road
Avondale, AZ 85392
Phone: 623-936-7131
Mobile: 602-390-8226
durton@stotzeq.com

Customer agrees to read Operator's Manual before operation of equipment.

Quote ID: 23657856
Created On: 11 February 2021
Last Modified On: 21 July 2021
Expiration Date: 21 August 2021

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE GATOR™ XUV835E (Model Year 2022)	$ 14,092.26	X	1	=	$ 14,092.26
Contract: AZ Mohave Contract 20E-DEER-0825 (PG 3V CG 22)					
Price Effective Date: February 21, 2021					
Equipment Total					**$ 14,092.26**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 14,092.26
Trade In	
SubTotal	**$ 14,092.26**
Sales Tax - (7.80%)	$ 1,093.35
Est. Service Agreement Tax	$ 0.00
Total	$ 15,185.61
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 15,185.61**

Salesperson : X _____ **Accepted By : X** _____

Confidential

JOHN DEERE

Selling Equipment

STOTZ EQUIPMENT

Quote Id: 23657856 **Customer Name:** CITY OF BUCKEYE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Stotz Equipment
11111 West Mcdowell Road
Avondale, AZ 85392
623-936-7131
xx4299@stotzeq.com

JOHN DEERE GATOR™ XUV835E (Model Year 2022)

Hours:

Stock Number:

Contract: AZ Mohave Contract 20E-DEER-0825 (PG 3V CG 22)

Selling Price *
$ 14,092.26

Price Effective Date: February 21, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
5728M	GATOR™ XUV835E (Model Year 2022)	1	$ 14,299.00	13.00	$ 1,858.87	$ 12,440.13	$ 12,440.13
	Standard Options - Per Unit						
001A	US/Canada	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
0505	Build To Order	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
1027	Yellow Steel Wheels Maxxis Bighorn Radial Tires	1	$ 515.00	13.00	$ 66.95	$ 448.05	$ 448.05
2000	21 In. Standard XUV HB Seat - Yellow Vinyl	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
2500	Green and Yellow	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
3001	Cargo Box with Paint and Reflectors	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
3101	Cargo Box Power Lift	1	$ 900.00	13.00	$ 117.00	$ 783.00	$ 783.00
4000	OSR Nets	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
4030	Black Roof	1	$ 484.00	13.00	$ 62.92	$ 421.08	$ 421.08
4199	Less Rear Package	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
4249	Less Guards	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 1,899.00**		**$ 246.87**	**$ 1,652.13**	**$ 1,652.13**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 16,198.00**		**$ 2,105.74**	**$ 14,092.26**	**$ 14,092.26**

Confidential

Prepared for: Beth Casillas, Fleet Manager, City of Buckeye
Office: 623-349-6840 | Mobile: 623-224-7517
Email: bcasillas@buckeyeaz.gov
End User FIN Code: QR271

Ship to:
Beth Casillas, City of Buckeye

2021 F-150 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C)

Price Level: 130



Client Proposal

Prepared by:
Joe Sanchez
Office: 480-621-3741
Email: joesanchez@santanford.com
Quote ID: 21121-1
Date: 02/11/2021

Government Fleet Account Manager
Joe Sanchez (480) 621-3741 joesanchez@santanford.com
Department Fax (480) 621-3796

Date: February 11, 2021

Customer: **City of Buckeye**

Line Item/State Contract #: F1C / ADSPO17-166124

Vehicle Description: 2021 Ford F150 Regular Cab 4X2 Short Bed

with 3.3L FFV V6 Engine

	Base Bid Price	**$23,309.00**
	Upgrade Options	
1	Power Equipment Group	Standard on Contract
2	Cruise Control	Standard on Contract
3	AM/FM with SYNC	Standard on Contract
4	Trailer Tow Package	1,090.00
5	Window Tint	250.00
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
		$1,340.00
	Bid Price (with options)	**$24,649.00**
	Tire Tax	5.00
	Sales Tax (7.80%)	1,922.62
	Ford Extended Service Plan	
	Transportation Fee	
	Total Delivered Price	**$26,576.62**

Notes:

Thank You,
Joe

2021 F-150 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C)

Price Level: 130 | Quote ID: 21121-1

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F1C	Base Vehicle Price (F1C)	$28,940.00
Packages		
101A	Equipment Group 101A High	$2,080.00
	- Option Discount	-$750.00
	Includes: *- Engine: 3.3L V6 PFDI* *Includes auto start-stop technology and flex-fuel capability.* *- Transmission: Electronic 10-Speed Automatic* *Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.* *- GVWR: 6,010 lbs Payload Package* *- Tires: 245/70R17 BSW A/S* *- Wheels: 17" Silver Steel* *- Cloth 40/20/40 Front Seat* *Includes 2-way manual driver/passenger adjustment and armrest.* *- Radio: AM/FM Stereo w/4 Speakers* *Includes auxiliary audio input jack.* *- SYNC 4* *Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.* *- XL Power Equipment Group* *- Power Glass Sideview Mirrors w/Black Skull Caps* *Includes heat and manual-folding.* *- Illuminated Entry* *- MyKey* *- Perimeter Alarm* *- Power Door Locks* *Includes flip key and integrated key transmitter keyless-entry (includes Autolock).* *- Power Tailgate Lock* *- Power Front Windows* *- Cruise Control* *- Reverse Sensing System*	
Powertrain		
99B	Engine: 3.3L V6 PFDI *Includes auto start-stop technology and flex-fuel capability.*	Included
44G	Transmission: Electronic 10-Speed Automatic *Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.*	Included
X26	3.73 Axle Ratio	$80.00
STDGV	GVWR: 6,010 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: 245/70R17 BSW A/S	Included
64C	Wheels: 17" Silver Steel	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2021 F-150 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C)

Price Level: 130 | Quote ID: 21121-1

As Configured Vehicle (cont'd)

Code	Description	MSRP
Seats & Seat Trim		
C	Cloth 40/20/40 Front Seat *Includes 2-way manual driver/passenger adjustment and armrest.*	Included
Other Options		
122WB	122" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/4 Speakers *Includes auxiliary audio input jack.* *Includes:* *- SYNC 4* *Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.*	Included
85A	XL Power Equipment Group *Includes:* *- Power Glass Sideview Mirrors w/Black Skull Caps* *Includes heat and manual-folding.* *- Illuminated Entry* *- MyKey* *- Perimeter Alarm* *- Power Door Locks* *Includes flip key and integrated key transmitter keyless-entry (includes Autolock).* *- Power Tailgate Lock* *- Power Front Windows*	Included
53B	Class IV Trailer Hitch Receiver Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately. *Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7-pin wiring harness with 7-pin-to-4-pin adapter and smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available.).*	Included
53A	Trailer Tow Package Pro Trailer Backup Assist is not included. Pro Trailer Backup Assist is included only in Tow Technology package (17T). Ordering the Trailer Tow Package does not include Trailer Tow Mirrors. Trailer Tow Mirrors are a standalone option and must be ordered separately. (Option Code: 54Y/59S). *Towing capability up to TBD lbs. Includes tailgate LED.* *Includes:* *- Class IV Trailer Hitch Receiver* *Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7-pin wiring harness with 7-pin-to-4-pin adapter and smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available.).* *- Pro Trailer Backup Assist* *- Integrated Trailer Brake Controller*	$1,090.00
76R	Reverse Sensing System	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2021 F-150 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C)

Price Level: 130 | Quote ID: 21121-1

As Configured Vehicle (cont'd)

Code	Description	MSRP
67T	Integrated Trailer Brake Controller	Included
153	Front License Plate Bracket *Standard in states requiring 2 license plates, optional to all others.*	N/C
Fleet Options		
50S	Cruise Control	Included
Interior Color		
CS_01	Black/Medium Dark Slate	N/C
Exterior Color		
YZ_01	Oxford White	N/C
SUBTOTAL		$31,440.00
Destination Charge		$1,695.00
TOTAL		$33,135.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2021 F-150 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C)

Price Level: 130 | Quote ID: 21121-1

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$28,940.00
Options	$2,500.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Destination Charge	$1,695.00
Subtotal	$33,135.00

Pre-Tax Adjustments

Code	Description	MSRP
Discount	San Tan Ford Vehicle Discount	-$8,736.00
Tint	Window Tint	$250.00
Subtotal		$24,649.00

Sales Taxes

Code	Description	MSRP
City Sales Tax	Gilbert Sales Tax	$369.74
State Tax	Arizona State Sales Tax	$1,552.89
Subtotal		$26,571.63

Post-Tax Adjustments

Code	Description	MSRP
Tire Tax	Tire Tax	$5.00
Subtotal		$26,576.63
Total		$26,576.63

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2021 F-150 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C)

Price Level: 130 | Quote ID: 21121-1

Pricing Summary - Single Vehicle

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2021 F-150 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C)

Price Level: 130 | Quote ID: 21121-1

Selected Equip & Specs

Dimensions

- Exterior length: 209.1"
- Exterior width: 79.9"
- Exterior height: 75.6"
- Wheelbase: 122.0"
- Turning radius: 20.6'
- Min ground clearance: 8.7"
- Front legroom: 43.9"
- Front headroom: 40.8"
- Front hiproom: 62.5"
- Front shoulder room: 66.7"
- Passenger volume: 64.7cu.ft.
- Approach angle: 24.8 deg
- Departure angle: 24.6 deg
- Maximum cargo volume: 8.8cu.ft.
- Box length: 78.0"

Powertrain

- 290hp 3.3L DOHC 24 valve V-6 engine with Ti-VCT variable valve control, port/direct injection
- Auto stop-start feature
- Driver selectable mode
- Recommended fuel : regular unleaded
- LEV3-ULEV70
- 10 speed automatic transmission with overdrive
- Rear-wheel drive
- Fuel Economy City: 20 mpg
- Fuel Economy Highway: 24 mpg
- Capless fuel filler

Suspension/Handling

- Front independent double wishbone suspension with anti-roll bar, gas-pressurized shocks
- Rear rigid axle leaf spring suspension with gas-pressurized shocks
- Electric power-assist rack-pinion Steering
- Front and rear 17 x 7.5 silver steel wheels
- P245/70SR17 BSW AS front and rear tires

Body Exterior

- 2 doors
- * **Driver and passenger power remote heated, manual folding door mirrors**
- Black door mirrors
- Black bumpers
- * **Class IV trailer hitch with with brake controller and trailer sway control**
- Bed-rail protectors
- Easy lift tailgate
- Easy lower tailgate
- Trailer harness
- Box style: regular
- Clearcoat paint
- Front and rear 17 x 7.5 wheels

Convenience

- Manual air conditioning
- * **Cruise control with steering wheel controls**
- * **Power front windows**
- * **Driver and passenger 1-touch up**
- * **Driver and passenger 1-touch down**
- * **Remote power door locks with 2 stage unlock and illuminated entry**
- Manual tilt steering wheel
- Manual telescopic steering wheel
- Day-night rearview mirror
- FordPass Connect 4G internet access

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2021 F-150 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C)

Price Level: 130 | Quote ID: 21121-1

Selected Equip & Specs (cont'd)

- SYNC 4 911 Assist emergency SOS
- 2 1st row LCD monitors
- Passenger visor mirror
- Driver and passenger door bins
- Wireless phone connectivity
- Front cupholders
- Full overhead console

Seats and Trim

- Seating capacity of 3
- 4-way driver seat adjustment
- Centre front armrest
- Front 40-20-40 split-bench seat
- 4-way passenger seat adjustment
- Cloth seat upholstery

Entertainment Features

- AM/FM stereo radio with radio data system
- SYNC 4 external memory control
- 4 speakers
- Fixed antenna
- Auxiliary audio input
- Steering wheel mounted radio controls
- Streaming audio

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Fully automatic headlights
- Light tinted windows
- Tachometer
- Oil pressure gauge
- Outside temperature display
- Low tire pressure warning
- Trip odometer
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Voltmeter
- Compass
- Camera(s) - rear
- * **Reverse Sensing System parking sensors**
- Lane departure

Safety and Security

- 4-wheel ABS brakes
- Electric parking brake
- AdvanceTrac w/Roll Stability Control Electronic stability control
- Dual front impact airbag supplemental restraint system
- Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
- * **Remote activated perimeter/approach lighting**
- * **Security system with SecuriLock immobilizer**
- Manually adjustable front head restraints
- Brake assist with hill hold control
- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor
- * **Power remote door locks with 2 stage unlock and panic alarm**
- * **MyKey restricted driving mode**
- Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) Feature

Dimensions

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2021 F-150 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C)

Price Level: 130 | Quote ID: 21121-1

Selected Equip & Specs (cont'd)

General Weights

* **Curb**	**4,041 lbs.**	GVWR	6,010 lbs.
Payload	1,985 lbs.		

Front Weights

Front GAWR	2,850 lbs.	* **Front curb weight**	**2,360 lbs.**
Front axle capacity	3,750 lbs.	Front spring rating	2,850 lbs.
Front tire/wheel capacity	4,050 lbs.		

Rear Weights

Rear GAWR	3,500 lbs.	* **Rear curb weight**	**1,681 lbs.**
Rear axle capacity	4,800 lbs.	Rear spring rating	3,500 lbs.
Rear tire/wheel capacity	4,498 lbs.		

Trailering Type

* **Type**	**Regular**	Harness	Yes
* **Class**	**IV**	* **Hitch**	**Yes**
* **Brake controller**	**Yes**	Trailer sway control	Yes

General Trailering

* **5th-wheel towing capacity**	**8200 lbs.**	* **Gooseneck towing capacity**	**8200 lbs.**
* **Towing capacity**	**8200 lbs.**	* **GCWR**	**12600 lbs.**

Fuel Tank type

Capacity	23.01 gal.	Capless fuel filler	Yes

Off Road

Approach angle	25 deg	Departure angle	25 deg
Ramp breakover angle	22 deg	Min ground clearance	9 "
Load floor height	34 "		

Exterior cargo

Length	78.0 "	Minimum width	51.1 "
Volume	62.3 cu.ft.	Pickup box depth	21.4 "
Maximum width	65.2 "	Tailgate width	60.3 "

Interior cargo

Maximum cargo volume	8.8 cu.ft.

Powertrain

Engine Type

Block material	Aluminum	Cylinders	V-6
Head material	Aluminum	Ignition	Spark

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2021 F-150 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C)

Price Level: 130 | Quote ID: 21121-1

Selected Equip & Specs (cont'd)

Injection	Port/direct injection	Liters	3.3L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	4	Valvetrain	DOHC
Variable valve control	Ti-VCT		

Engine Spec

Bore	3.56"	Compression ratio	12.0:1
Displacement	204 cu.in.	Stroke	3.41"

Engine Power

Output	290 HP @ 6,500 RPM	Torque	265 ft.-lb @ 4,000 RPM

Alternator

Amps	200

Battery

Amp hours	70	Cold cranking amps	610
Run down protection	Yes		

Engine Extras

Auto stop-start feature	Yes	Driver selectable mode	Yes

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		

Transmission Gear Ratios

1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.636
Reverse Gear ratios	4.866		

Transmission Extras

Driver selectable mode	Yes	Sequential shift control	SelectShift

Drive Type

Type	Rear-wheel

Drive Feature

Traction control	ABS and driveline

Drive Axle

* **Ratio**	**3.73**

Exhaust

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2021 F-150 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C)

Price Level: 130 | Quote ID: 21121-1

Selected Equip & Specs (cont'd)

Material ..... Stainless steel
System type ..... Single

Emissions

CARB LEV3-ULEV70
EPA ..... Tier 3 Bin 70

fuel Economy

City ..... 20 mpg
Highway ..... 24 mpg
Fuel type ..... Gasoline
Combined ..... 21 mpg

Fuel Economy (Alternate 1)

City ..... 14 mpg
Highway ..... 19 mpg
Fuel type E85
Combined ..... 16 mpg

Green Values

Energy Impact Score (Barrels per year) 15.7
Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year) 8.4

* **Energy Impact Score (Barrels per year) 4.7**

Driveability

Brakes

ABS 4-wheel
ABS channels 4
Type ..... 4-wheel disc
Vented discs ..... Front and rear
Electric parking brake ..... Yes

Brake Assistance

Brake assist ..... Yes
Hill hold control ..... Yes

Suspension Control

Ride ..... Regular
Electronic stability control ..... Stability control with anti-roll

Front Suspension

Independence ..... Independent
Type ..... Double wishbone
Anti-roll bar ..... Regular

Front Spring

Type ..... Coil
Grade ..... Regular

Front Shocks

Type ..... Gas-pressurized

Rear Suspension

Independence ..... Rigid axle
Type ..... Leaf

Rear Spring

Type ..... Leaf
Grade ..... Regular

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2021 F-150 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C)

Price Level: 130 | Quote ID: 21121-1

Selected Equip & Specs (cont'd)

Rear Shocks

Type ..... Gas-pressurized

Steering

Activation ..... Electric power-assist
Type ..... Rack-pinion

Steering Specs

of wheels 2

Exterior

Front Wheels

Diameter ..... 17"
Width ..... 7.50"

Rear Wheels

Diameter ..... 17"
Width ..... 7.50"

Spare Wheels

Wheel material ..... Steel

Front and Rear Wheels

Appearance ..... Silver
Covers ..... Hub
Material ..... Steel

Front Tires

Aspect 70
Sidewalls ..... BSW
Tread ..... AS
Width 245mm
Diameter ..... 17"
Speed ..... S
Type ..... P

Rear Tires

Aspect 70
Sidewalls ..... BSW
Tread ..... AS
Width 245mm
Diameter ..... 17"
Speed ..... S
Type ..... P

Spare Tire

Mount ..... Underbody w/crankdown
Type ..... Full-size

Wheels

Turning radius ..... 20.6'
Wheelbase ..... 122.0"

Body Features

* **Front license plate bracket** ..... **Yes**
Side impact beams ..... Yes
Body material ..... Aluminum
Active grille shutters ..... Yes

Body Doors

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2021 F-150 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C)

Price Level: 130 | Quote ID: 21121-1

Selected Equip & Specs (cont'd)

Door count	2	Rear cargo	Tailgate

Pickup

Box style	Regular	Bed-rail protectors	Yes
Easy lift tailgate	Yes	Easy lower tailgate	Yes

Exterior Dimensions

Length	209.1"	Body width	79.9"
Body height	75.6"	Frame section modulus	4.7cu.in.
Frame yield strength (psi)	34800.0	Front bumper to Front axle	37.8"

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead	Safety Canopy System curtain 1st row
Passenger front-impact	Yes	Passenger side-impact	Seat mounted

Seatbelt

Height adjustable	Front	Pre-tensioners	Front
Pre-tensioners (#)	2		

Security

Immobilizer	SecuriLock	* **Panic alarm**	**Yes**
* **Restricted driving mode**	**MyKey**		

Seating

Passenger Capacity

Capacity	3

Front Seats

Split	40-20-40	Type	Split-bench

Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Front Head Restraint

Control	Manual	Type	Adjustable

Front Armrest

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2021 F-150 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C)

Price Level: 130 | Quote ID: 21121-1

Selected Equip & Specs (cont'd)

Centre ..... Yes

Front Seat Trim

Material ..... Cloth
Back material ..... Carpet

Convenience

AC And Heat Type

Air conditioning ..... Manual

Audio System

Auxiliary audio input ..... Yes
Radio data system ..... Yes
Seek-scan ..... Yes
Radio ..... AM/FM stereo
Radio grade ..... Regular
External memory control ..... SYNC 4

Audio Speakers

Speaker type ..... Regular
Speakers 4

Audio Controls

Speed sensitive volume ..... Yes
Voice activation ..... Yes
Steering wheel controls ..... Yes
Streaming audio ..... Bluetooth yes

Audio Antenna

Type ..... Fixed

LCD Monitors

1st row 2
Primary monitor size (inches) 8

Cruise Control

* **Cruise control** ..... **With steering wheel controls**

Convenience Features

* **Retained accessory power** ..... **Yes**
Wireless phone connectivity ..... SYNC 4
Emergency SOS ..... SYNC 4 911 Assist
Smart device integration ..... Mirroring

Door Lock Activation

* **Type** ..... **Power with 2 stage unlock**
* **Integrated key/remote** ..... **Yes**
* **Remote** ..... **Keyfob (all doors)**
* **Auto locking** ..... **Yes**

Door Lock Type

* **Tailgate/rear door lock** ..... **Included with power door locks**

Door Locks Extra FOB Controls

Remote engine start ..... Smart device only

Instrumentation Type

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2021 F-150 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C)

Price Level: 130 | Quote ID: 21121-1

Selected Equip & Specs (cont'd)

Display ..... Analog

Instrumentation Gauges

Tachometer ..... Yes
Engine temperature ..... Yes
Transmission fluid temp ..... Yes
Oil pressure ..... Yes
Voltmeter ..... Yes

Instrumentation Warnings

Oil pressure ..... Yes
Battery ..... Yes
Key ..... Yes
Door ajar ..... Yes
Brake fluid ..... Yes
Engine temperature ..... Yes
Lights on ..... Yes
Low fuel ..... Yes
Service interval ..... Yes
Low tire pressure ..... Tire specific

Instrumentation Displays

Clock ..... In-radio display
Exterior temp ..... Yes
Compass ..... Yes
Camera(s) - rear ..... Yes

Instrumentation Feature

Trip odometer ..... Yes
Lane departure ..... Active
Pedestrian detection ..... Prevention
* **Parking sensors** ..... **Rear**
Forward collision ..... Mitigation

Steering Wheel Type

Material ..... Urethane
Telescoping ..... Manual
Tilting ..... Manual

Front Side Windows

* **Window 1st row activation** ..... **Power**

Window Features

* **1-touch down** ..... **Driver and passenger**
Tinted ..... Light
* **1-touch up** ..... **Driver and passenger**

Front Windshield

Wiper ..... Variable intermittent

Rear Windshield

Window ..... Fixed

Interior

Passenger Visor

Mirror ..... Yes

Rear View Mirror

Day-night ..... Yes

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2021 F-150 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C)

Price Level: 130 | Quote ID: 21121-1

Selected Equip & Specs (cont'd)

Headliner

Coverage	Full	Material	Cloth

Floor Trim

Coverage	Full	Covering	Vinyl/rubber

Trim Feature

Gear shifter material	Urethane	Cabback insulator	Yes
Interior accents	Metal-look		

Lighting

Dome light type	Fade	Front reading	Yes
* **Illuminated entry**	**Yes**	Variable IP lighting	Yes

Overhead Console Storage

Storage	Yes	Type	Full

Storage

Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	Passenger door bin	Yes
Instrument panel	Bin	Dashboard	Yes

Legroom

Front	43.9"

Headroom

Front	40.8"

Hip Room

Front	62.5"

Shoulder Room

Front	66.7"

Interior Volume

Passenger volume	64.7 cu.ft.

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2021 F-150 4x2 Regular Cab Styleside 6.5' box 122" WB XL (F1C)

Price Level: 130 | Quote ID: 21121-1

Warranty

Standard Warranty

Basic

Distance ..... 36,000 miles Months ..... 36 months

Powertrain

Distance ..... 60,000 miles Months ..... 60 months

Corrosion Perforation

Distance ..... Unlimited miles Months ..... 60 months

Roadside Assistance

Distance ..... 60,000 miles Months ..... 60 months

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Prepared for: Beth Casillas, Fleet Manager, City of Buckeye
Office: 623-349-6840 | Mobile: 623-224-7517
Email: bcasillas@buckeyeaz.gov
End User FIN Code: QR271

Ship to:
Beth Casillas, City of Buckeye

2021 F-150 4x2 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1C)

Price Level: 130



Client Proposal

Prepared by:
Joe Sanchez
Office: 480-621-3741
Email: joesanchez@santanford.com
Quote ID: 12021-6
Date: 01/20/2021

Government Fleet Account Manager
Joe Sanchez (480) 621-3741 joesanchez@santanford.com
Department Fax (480) 621-3796

Date: January 20, 2021

Customer: **City of Buckeye**

Line Item/State Contract #: W1C / ADSPO17-166124

Vehicle Description: 2021 F150 Super Crew 4X2 Short Bed

with 2.7L EcoBoost V6 Engine

	Base Bid Price	**$26,988.00**
	Upgrade Options	
1	2.7L EcoBoost V6 Engine	1,195.00
2	Trailer Tow Package	1,090.00
3	Cruise Control	Standard on Contract
4	Power Equipment Group	Standard on Contract
5	SYNC	Standard on Contract
6	Window Tint	250.00
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
		$2,535.00
	Bid Price (with options)	**$29,523.00**
	Tire Tax	5.00
	Sales Tax (7.80%)	2,302.79
	Ford Extended Service Plan	
	Transportation Fee	
	Total Delivered Price	**$31,830.79**

Notes:

Thank You,
Joe

Prepared for: Beth Casillas
Fleet Manager, City of Buckeye
Prepared by: Joe Sanchez
01/20/2021

San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2021 F-150 4x2 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1C)

Price Level: 130 | Quote ID: 12021-6

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W1C	Base Vehicle Price (W1C)	$36,650.00
Packages		
101A	Equipment Group 101A High	$920.00
	- Option Discount	-$750.00
	Includes: *- Transmission: Electronic 10-Speed Automatic* *Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.* *- 3.55 Axle Ratio* *- Tires: 245/70R17 BSW A/S* *- Wheels: 17" Silver Steel* *- Cloth 40/20/40 Front Seat* *Includes 2-way manual driver/passenger adjustment and armrest.* *- Radio: AM/FM Stereo w/6 Speakers* *Includes auxiliary audio input jack.* *- SYNC 4* *Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.* *- Cruise Control* *- Reverse Sensing System*	
Powertrain		
99P	Engine: 2.7L V6 EcoBoost	$1,195.00
	Includes auto start-stop technology. *Includes:* *- GVWR: 6,400 lbs Payload Package*	
44G	Transmission: Electronic 10-Speed Automatic	Included
	Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.	
X19	3.55 Axle Ratio	Included
NONGV1	GVWR: 6,400 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: 245/70R17 BSW A/S	Included
64C	Wheels: 17" Silver Steel	Included
Seats & Seat Trim		
C	Cloth 40/20/40 Front Seat	Included
	Includes 2-way manual driver/passenger adjustment and armrest.	
Other Options		

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2021 F-150 4x2 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1C)

Price Level: 130 | Quote ID: 12021-6

As Configured Vehicle (cont'd)

Code	Description	MSRP
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers *Includes auxiliary audio input jack.* *Includes:* *- SYNC 4* *Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.*	Included
53B	Class IV Trailer Hitch Receiver Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately. *Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7-pin wiring harness with 7-pin-to-4-pin adapter and smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available.).*	Included
53A	Trailer Tow Package Ordering the Trailer Tow Package does not include Trailer Tow Mirrors. Trailer Tow Mirrors are a standalone option and must be ordered separately. (Option Code: 54Y/59S). *Towing capability up to TBD lbs. Includes tailgate LED.* *Includes:* *- Class IV Trailer Hitch Receiver* *Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7-pin wiring harness with 7-pin-to-4-pin adapter and smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available.).* *- Pro Trailer Backup Assist* *- Integrated Trailer Brake Controller*	$1,090.00
67T	Integrated Trailer Brake Controller	Included
PAINT	Monotone Paint Application	STD
76R	Reverse Sensing System	Included
153	Front License Plate Bracket *Standard in states requiring 2 license plates, optional to all others.*	N/C
Fleet Options		
50S	Cruise Control	Included
Interior Colors		
CS_01	Black/Medium Dark Slate	N/C
Primary Colors		
YZ_01	Oxford White	N/C

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2021 F-150 4x2 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1C)

Price Level: 130 | Quote ID: 12021-6

As Configured Vehicle (cont'd)

Code	Description	MSRP
SUBTOTAL		$39,105.00
Destination Charge		$1,695.00
TOTAL		$40,800.00

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Prepared for: Beth Casillas
Fleet Manager, City of Buckeye
Prepared by: Joe Sanchez
01/20/2021

San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2021 F-150 4x2 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1C)

Price Level: 130 | Quote ID: 12021-6

Pricing Summary - Single Vehicle

		MSRP
Vehicle Pricing		
Base Vehicle Price		$36,650.00
Options & Colors		$2,455.00
Upfitting		$0.00
Destination Charge		$1,695.00
Subtotal		$40,800.00
Pre-Tax Adjustments		
Code	**Description**	
Tint	Window Tint	$250.00
Discount	San Tan Ford Vehicle Discount	-$11,527.00
Subtotal		$29,523.00
Sales Taxes		
Code	**Description**	
City Sales Tax	Gilbert Sales Tax	$442.85
State Tax	Arizona State Sales Tax	$1,859.95
Subtotal		$31,825.79
Post-Tax Adjustments		
Code	**Description**	
Tire Tax	Tire Tax	$5.00
Total		$31,830.79

Customer Signature

Acceptance Date

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2021 F-150 4x2 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1C)

Price Level: 130 | Quote ID: 12021-6

Selected Equip & Specs

Dimensions

- Exterior length: 231.7"
- Exterior width: 79.9"
- Exterior height: 75.6"
- Wheelbase: 145.0"
- Turning radius: 23.9'
- Min ground clearance: 8.5"
- Front legroom: 43.9"
- Rear legroom: 43.6"
- Front headroom: 40.8"
- Rear headroom: 40.4"
- Front hiproom: 62.5"
- Rear hiproom: 62.6"
- Front shoulder room: 66.7"
- Rear shoulder room: 66.0"
- Passenger volume: 131.9cu.ft.
- Approach angle: 24.1 deg
- Departure angle: 23.8 deg
- Maximum cargo volume: 50.9cu.ft.
- Box length: 66.0"

Powertrain

* **EcoBoost 325hp 2.7L DOHC 24 valve twin turbo V-6 engine with Ti-VCT variable valve control, port/direct injection**
- Auto stop-start feature
- Driver selectable mode
- Recommended fuel : regular unleaded
- LEV3-ULEV70
- 10 speed automatic transmission with overdrive
- Rear-wheel drive
- Fuel Economy City: 20 mpg
* **Fuel Economy Highway: 26 mpg**
- Capless fuel filler

Suspension/Handling

- Front independent double wishbone suspension with anti-roll bar, gas-pressurized shocks
- Rear rigid axle leaf spring suspension with gas-pressurized shocks
- Electric power-assist rack-pinion Steering
- Front and rear 17 x 7.5 silver steel wheels
- P245/70SR17 BSW AS front and rear tires

Body Exterior

- 4 doors
- Conventional left rear passenger
- Conventional right rear passenger
- Driver and passenger power remote, manual folding door mirrors
- Black door mirrors
- Black bumpers
* **Class IV trailer hitch with with brake controller and trailer sway control**
- Bed-rail protectors
- Easy lift tailgate
- Easy lower tailgate
- Trailer harness
- Box style: regular
- Clearcoat paint
- Front and rear 17 x 7.5 wheels

Convenience

- Manual air conditioning
* **Cruise control with steering wheel controls**
- Power windows
- Driver and passenger 1-touch up

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2021 F-150 4x2 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1C)

Price Level: 130 | Quote ID: 12021-6

Selected Equip & Specs (cont'd)

- Driver and passenger 1-touch down
- Remote power door locks with 2 stage unlock and illuminated entry
- Manual tilt steering wheel
- Manual telescopic steering wheel
- Day-night rearview mirror
- FordPass Connect 4G internet access
- SYNC 4 911 Assist emergency SOS
- Wireless phone connectivity
- 2 1st row LCD monitors
- Front and rear cupholders
- Passenger visor mirror
- Full overhead console
- Driver and passenger door bins
- Rear door bins

Seats and Trim

- Seating capacity of 6
- Front 40-20-40 split-bench seat
- 4-way driver seat adjustment
- 4-way passenger seat adjustment
- Centre front armrest
- 60-40 folding rear split-bench seat
- Cloth seat upholstery

Entertainment Features

- AM/FM stereo radio with radio data system
- Auxiliary audio input
- SYNC 4 external memory control
- Steering wheel mounted radio controls
- 6 speakers
- Streaming audio
- Fixed antenna

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Delay-off headlights
- Fully automatic headlights
- Variable intermittent front windshield wipers
- Light tinted windows
- Front reading lights
- Tachometer
- Voltmeter
- Oil pressure gauge
- Compass
- Outside temperature display
- Camera(s) - rear
- Low tire pressure warning
- * **Reverse Sensing System parking sensors**
- Trip odometer
- Lane departure

Safety and Security

- 4-wheel ABS brakes
- Brake assist with hill hold control
- Electric parking brake
- 4-wheel disc brakes
- AdvanceTrac w/Roll Stability Control Electronic stability control
- ABS and driveline traction control
- Dual front impact airbag supplemental restraint system
- Dual seat mounted side impact airbag supplemental restraint system
- Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor
- Remote activated perimeter/approach lighting
- Power remote door locks with 2 stage unlock and panic alarm

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2021 F-150 4x2 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1C)

Price Level: 130 | Quote ID: 12021-6

Selected Equip & Specs (cont'd)

- Security system with SecuriLock immobilizer
- Manually adjustable front head restraints
- Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) Feature
- MyKey restricted driving mode
- 3 manually adjustable rear head restraints

Dimensions

General Weights

* **Curb**	**4,584 lbs.**	* **GVWR**	**6,400 lbs.**
* **Payload**	**1,815 lbs.**		

Front Weights

* **Front GAWR**	**3,375 lbs.**	* **Front curb weight**	**2,682 lbs.**
Front axle capacity	3,750 lbs.	* **Front spring rating**	**3,375 lbs.**
Front tire/wheel capacity	4,050 lbs.		

Rear Weights

Rear GAWR	3,400 lbs.	* **Rear curb weight**	**1,902 lbs.**
Rear axle capacity	4,800 lbs.	Rear spring rating	3,400 lbs.
Rear tire/wheel capacity	4,498 lbs.		

Trailering Type

* **Type**	**Regular**	Harness	Yes
* **Class**	**IV**	* **Hitch**	**Yes**
* **Brake controller**	**Yes**	Trailer sway control	Yes

General Trailering

* **5th-wheel towing capacity**	**7700 lbs.**	* **Gooseneck towing capacity**	**7700 lbs.**
* **Towing capacity**	**7700 lbs.**	* **GCWR**	**12700 lbs.**

Fuel Tank type

Capacity	25.99 gal.	Capless fuel filler	Yes

Off Road

Approach angle	24 deg	Departure angle	24 deg
Ramp breakover angle	18 deg	Min ground clearance	8 "
Load floor height	33 "		

Exterior cargo

Length	66.0 "	Minimum width	51.1 "
Volume	52.8 cu.ft.	Pickup box depth	21.4 "
Maximum width	65.2 "	Tailgate width	60.3 "

Interior cargo

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2021 F-150 4x2 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1C)

Price Level: 130 | Quote ID: 12021-6

Selected Equip & Specs (cont'd)

Maximum cargo volume ..... 50.9 cu.ft.

Powertrain

Engine Type

* **Brand**	**EcoBoost**	* **Block material**	**Iron**
Cylinders	V-6	Head material	Aluminum
Ignition	Spark	Injection	Port/direct injection
* **Liters**	**2.7L**	Orientation	Longitudinal
Recommended fuel	Regular unleaded	Valves per cylinder	4
Valvetrain	DOHC	Variable valve control	Ti-VCT
* **Forced induction**	**Twin turbo**		

Engine Spec

* **Bore**	**3.27"**	* **Compression ratio**	**10.0:1**
* **Displacement**	**164 cu.in.**	* **Stroke**	**3.27"**

Engine Power

* **SAEJ1349 AUG2004 compliant**	**Yes**	* **Output**	**325 HP @ 5,000 RPM**
* **Torque**	**400 ft.-lb @ 3,500 RPM**		

Alternator

Amps 200

Battery

Amp hours	70	Cold cranking amps	610
Run down protection	Yes		

Engine Extras

Auto stop-start feature	Yes	Driver selectable mode	Yes

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		

Transmission Gear Ratios

1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.636
Reverse Gear ratios	4.866		

Transmission Extras

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2021 F-150 4x2 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1C)

Price Level: 130 | Quote ID: 12021-6

Selected Equip & Specs (cont'd)

Driver selectable mode ..... Yes
Sequential shift control ..... SelectShift

Drive Type

Type ..... Rear-wheel

Drive Feature

Traction control ..... ABS and driveline

Drive Axle

Ratio 3.55

Exhaust

Material ..... Stainless steel
System type ..... Single

Emissions

CARB LEV3-ULEV70
EPA ..... Tier 3 Bin 70

fuel Economy

City ..... 20 mpg
* **Highway** ..... **26 mpg**
Fuel type ..... Gasoline
* **Combined** ..... **22 mpg**

Fuel Economy (Alternate 1)

City ..... 14 mpg
Highway ..... 19 mpg
Fuel type E85
Combined ..... 16 mpg

Green Values

* **Energy Impact Score (Barrels per year)** **15.0**
* **Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year)** **8.0**
* **Energy Impact Score (Barrels per year)** **4.7**

Driveability

Brakes

ABS 4-wheel
ABS channels 4
Type ..... 4-wheel disc
Vented discs ..... Front and rear
Electric parking brake ..... Yes

Brake Assistance

Brake assist ..... Yes
Hill hold control ..... Yes

Suspension Control

Ride ..... Regular
Electronic stability control ..... Stability control with anti-roll

Front Suspension

Independence ..... Independent
Type ..... Double wishbone
Anti-roll bar ..... Regular

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2021 F-150 4x2 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1C)

Price Level: 130 | Quote ID: 12021-6

Selected Equip & Specs (cont'd)

Front Spring

Type	Coil	Grade	Regular

Front Shocks

Type	Gas-pressurized

Rear Suspension

Independence	Rigid axle	Type	Leaf

Rear Spring

Type	Leaf	Grade	Regular

Rear Shocks

Type	Gas-pressurized

Steering

Activation	Electric power-assist	Type	Rack-pinion

Steering Specs

# of wheels	2

Exterior

Front Wheels

Diameter	17"	Width	7.50"

Rear Wheels

Diameter	17"	Width	7.50"

Spare Wheels

Wheel material	Steel

Front and Rear Wheels

Appearance	Silver	Material	Steel
Covers	Hub		

Front Tires

Aspect	70	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AS	Type	P
Width	245mm		

Rear Tires

Aspect	70	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AS	Type	P
Width	245mm		

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2021 F-150 4x2 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1C)

Price Level: 130 | Quote ID: 12021-6

Selected Equip & Specs (cont'd)

Spare Tire

Mount	Underbody w/crankdown	Type	Full-size

Wheels

Turning radius	23.9'	Wheelbase	145.0"

Body Features

* **Front license plate bracket**	**Yes**	Body material	Aluminum
Side impact beams	Yes	Active grille shutters	Yes

Body Doors

Door count	4	Left rear passenger	Conventional
Right rear passenger	Conventional	Rear cargo	Tailgate

Pickup

Box style	Regular	Bed-rail protectors	Yes
Easy lift tailgate	Yes	Easy lower tailgate	Yes

Exterior Dimensions

Length	231.7"	Body width	79.9"
Body height	75.6"	Frame section modulus	5.1cu.in.
Frame yield strength (psi)	49300.0	Front bumper to Front axle	37.8"

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead	Safety Canopy System curtain 1st and 2nd row
Passenger front-impact	Yes	Passenger side-impact	Seat mounted

Seatbelt

Rear centre 3 point	Yes	Height adjustable	Front
Pre-tensioners	Front	Pre-tensioners (#)	2

Security

Immobilizer	SecuriLock	Panic alarm	Yes
Restricted driving mode	MyKey		

Seating

Passenger Capacity

Capacity	6

Front Seats

Split	40-20-40	Type	Split-bench

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2021 F-150 4x2 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1C)

Price Level: 130 | Quote ID: 12021-6

Selected Equip & Specs (cont'd)

Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Front Head Restraint

Control	Manual	Type	Adjustable

Front Armrest

Centre	Yes

Rear Seats

Descriptor	Split-bench	Facing	Front
Folding	60-40	Folding position	Fold-up cushion
Type	Fixed		

Rear Head Restraints

Control	Manual	Type	Adjustable
Number	3		

Front Seat Trim

Material	Cloth	Back material	Cloth

Rear Seat Trim Group

Material	Cloth	Back material	Carpet

Convenience

AC And Heat Type

Air conditioning	Manual	Underseat ducts	Yes

Audio System

Auxiliary audio input	Yes	Radio	AM/FM stereo
Radio data system	Yes	Radio grade	Regular
Seek-scan	Yes	External memory control	SYNC 4

Audio Speakers

Speaker type	Regular	Speakers	6

Audio Controls

Speed sensitive volume	Yes	Steering wheel controls	Yes
Voice activation	Yes	Streaming audio	Bluetooth yes

Audio Antenna

Type	Fixed

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2021 F-150 4x2 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1C)

Price Level: 130 | Quote ID: 12021-6

Selected Equip & Specs (cont'd)

LCD Monitors

- 1st row: 2
- Primary monitor size (inches): 8

Cruise Control

- * **Cruise control: With steering wheel controls**

Convenience Features

- Retained accessory power: Yes
- Emergency SOS: SYNC 4 911 Assist
- Wireless phone connectivity: SYNC 4
- Smart device integration: Mirroring

Door Lock Activation

- Type: Power with 2 stage unlock
- Remote: Keyfob (all doors)
- Integrated key/remote: Yes
- Auto locking: Yes

Door Lock Type

- Rear child safety: Manual
- Tailgate/rear door lock: Included with power door locks

Door Locks Extra FOB Controls

- Remote engine start: Smart device only

Instrumentation Type

- Display: Analog

Instrumentation Gauges

- Tachometer: Yes
- Oil pressure: Yes
- Engine temperature: Yes
- Voltmeter: Yes
- Transmission fluid temp: Yes

Instrumentation Warnings

- Oil pressure: Yes
- Engine temperature: Yes
- Battery: Yes
- Lights on: Yes
- Key: Yes
- Low fuel: Yes
- Door ajar: Yes
- Service interval: Yes
- Brake fluid: Yes
- Low tire pressure: Tire specific

Instrumentation Displays

- Clock: In-radio display
- Compass: Yes
- Exterior temp: Yes
- Camera(s) - rear: Yes

Instrumentation Feature

- Trip odometer: Yes
- * **Parking sensors: Rear**
- Lane departure: Active
- Forward collision: Mitigation
- Pedestrian detection: Prevention

Steering Wheel Type

- Material: Urethane
- Tilting: Manual

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2021 F-150 4x2 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1C)

Price Level: 130 | Quote ID: 12021-6

Selected Equip & Specs (cont'd)

Telescoping ..... Manual

Front Side Windows

Window 1st row activation ..... Power

Windows Rear Side

2nd row activation ..... Power

Window Features

1-touch down ..... Driver and passenger
1-touch up ..... Driver and passenger
Tinted ..... Light

Front Windshield

Wiper ..... Variable intermittent

Rear Windshield

Window ..... Fixed

Interior

Passenger Visor

Mirror ..... Yes

Rear View Mirror

Day-night ..... Yes

Headliner

Coverage ..... Full
Material ..... Cloth

Floor Trim

Coverage ..... Full
Covering ..... Vinyl/rubber

Trim Feature

Gear shifter material ..... Urethane
Cabback insulator ..... Yes
Interior accents ..... Metal-look

Lighting

Dome light type ..... Fade
Front reading ..... Yes
Illuminated entry ..... Yes
Variable IP lighting ..... Yes

Overhead Console Storage

Storage ..... Yes
Type ..... Full

Storage

Driver door bin ..... Yes
Front Beverage holder(s) ..... Yes
Glove box ..... Locking
Passenger door bin ..... Yes
Rear yes ..... Yes
Instrument panel ..... Bin
Dashboard ..... Yes
Rear door bins ..... Yes

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2021 F-150 4x2 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1C)

Price Level: 130 | Quote ID: 12021-6

Selected Equip & Specs (cont'd)

Legroom

Front	43.9"	Rear	43.6"

Headroom

Front	40.8"	Rear	40.4"

Hip Room

Front	62.5"	Rear	62.6"

Shoulder Room

Front	66.7"	Rear	66.0"

Interior Volume

Passenger volume	131.9 cu.ft.

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2021 F-150 4x2 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1C)

Price Level: 130 | Quote ID: 12021-6

Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months

Powertrain

Distance	60,000 miles	Months	60 months

Corrosion Perforation

Distance	Unlimited miles	Months	60 months

Roadside Assistance

Distance	60,000 miles	Months	60 months

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Prepared for: Beth Casillas, Fleet Manager, City of Buckeye
Office: 623-349-6840 | Mobile: 623-224-7517
Email: bcasillas@buckeyeaz.gov
End User FIN Code: QR271

Ship to:
Beth Casillas, City of Buckeye

2021 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 115



Client Proposal

Prepared by:
Joe Sanchez
Office: 480-621-3741
Email: joesanchez@santanford.com
Quote ID: 11521-1
Date: 01/15/2021

Government Fleet Account Manager
Joe Sanchez (480) 621-3741 joesanchez@santanford.com
Department Fax (480) 621-3796

Date: January 15, 2021

Customer: **City of Buckeye**

Line Item/State Contract #: F2A / ADSPO17-166124

Vehicle Description: 2021 Ford F250 Regular Cab 4X2 with 8' Service Body and Lift Gate

with 6.2L FFV V8 Gas Engine

	Base Bid Price	**$25,328.00**
	Upgrade Options	
1	3.73 Elocking Rear Axle	Standard on Contract
2	Spare Tire/Wheel	295.00
3	Power Equipment Group	Standard on Contract
4	Heavy Service Package for Bed Delete	125.00
5	Pickup Box Delete	(625.00)
6	Trailer Brake Controller	270.00
7	Rear View Camera & Prep Kit	415.00
8	Cruise Control	Standard on Contract
9	Window Tint	250.00
10	8' Service Body with Lift Gate	10,112.10
11	Sun Country Quote# 47026	
12		
13		
14		
15		
16		
17		
18		
19		
20		
		$10,842.10
	Bid Price (with options)	**$36,170.10**
	Tire Tax	5.00
	Sales Tax (7.80%)	2,821.27
	Ford Extended Service Plan	
	Transportation Fee	
	Total Delivered Price	**$38,996.37**

Notes:

Thank You,
Joe

2021 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 115 | Quote ID: 11521-1

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Prepared for: Beth Casillas
Fleet Manager, City of Buckeye
Prepared by: Joe Sanchez
01/15/2021

San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2021 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 115 | Quote ID: 11521-1

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F2A	Base Vehicle Price (F2A)	$34,230.00
Packages		
600A	Order Code 600A *Includes:* *- Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel* *- Transmission: TorqShift-G 6-Spd Auto w/SelectShift* *- GVWR: 10,000 lb Payload Package* *- Tires: LT245/75Rx17E BSW A/S (4)* *Spare may not be the same as road tire.* *- Wheels: 17" Argent Painted Steel* *Includes painted hub covers/center ornaments.* *- Radio: AM/FM Stereo w/MP3 Player* *Includes 4 speakers.* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.*	N/C
Powertrain		
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	$390.00
STDGV	GVWR: 10,000 lb Payload Package	Included
Wheels & Tires		
TD8	Tires: LT245/75Rx17E BSW A/S (4) *Spare may not be the same as road tire.*	Included
64A	Wheels: 17" Argent Painted Steel *Includes painted hub covers/center ornaments.*	Included
512	Spare Tire, Wheel, Carrier & Jack	$295.00
	Required in RI. Spare tire is standard equipment; becomes optional when (66D) Pickup Box Delete is ordered.	
Seats & Seat Trim		
1	Cloth 40/20/40 Split Bench Seat *Includes center armrest, cupholder and driver's side manual lumbar.*	$100.00

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2021 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 115 | Quote ID: 11521-1

As Configured Vehicle (cont'd)

Code	Description	MSRP

Other Options

142WB	142" Wheelbase	STD
PAINT	Monotone Paint Application	STD
90L	Power Equipment Group *Deletes passenger-side lock cylinder. Includes upgraded door trim panel.* *Includes:* *- Accessory Delay* *- Trailer Tow Mirrors w/Power Heated Glass* *Includes manual folding, manually telescoping and heated convex spotter mirror.* *- Advanced Security Pack* *Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.* *- Power Locks* *- Power Tailgate Lock* *- Power Front Seat Windows* *Includes 1-touch up/down driver/passenger window.* *- Remote Keyless Entry*	$865.00
63R	Heavy-Service Package for Pickup Box Delete *Includes heavy-service front springs (200 lbs. upgrade above the spring computer selected as a consequence of options chosen. Not included if maximum springs have been computer selected as standard equipment) and rear auxiliary springs. Note: Salesperson's Source Book or Ford RV Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability.* *Includes:* *- Rear Stabilizer Bar*	$125.00
66D	Pickup Box Delete *Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and center high-mounted stop lamp (CHMSL) (only on vehicles over 10,000 lbs. GVWR). Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements).* *Includes:* *- Rear Bumper Delete* *- Spare Wheel, Tire, Carrier & Jack Delete*	-$625.00
52B	Trailer Brake Controller *Verified to be compatible with select electric over hydraulic brakes. Includes smart trailer tow connector.*	$270.00
153	Front License Plate Bracket *Standard in states requiring 2 license plates and optional to all others.*	N/C
872	Rear View Camera & Prep Kit *Pre-installed content includes cab wiring, frame wiring to the rear most cross member and video display with 4" display. Upfitters kit includes camera with mounting bracket, 14' jumper wire and camera mounting, aiming instructions and electrochromic mirror.*	$415.00
587	Radio: AM/FM Stereo w/MP3 Player *Includes 4 speakers.* *Includes:* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.*	Included

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2021 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 115 | Quote ID: 11521-1

As Configured Vehicle (cont'd)

Code	Description	MSRP
Fleet Options		
525	Steering Wheel-Mounted Cruise Control (LPO) Requires valid FIN code.	$235.00
Emissions		
425	50-State Emissions System	STD
Interior Colors		
1S_02	Medium Earth Gray	N/C
Primary Colors		
Z1_01	Oxford White	N/C
SUBTOTAL		$36,300.00
Destination Charge		$1,695.00
TOTAL		$37,995.00

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Prepared for: Beth Casillas
Fleet Manager, City of Buckeye
Prepared by: Joe Sanchez
01/15/2021

San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2021 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 115 | Quote ID: 11521-1

Pricing Summary - Single Vehicle

		MSRP
Vehicle Pricing		
Base Vehicle Price		$34,230.00
Options & Colors		$2,070.00
Upfitting		$0.00
Destination Charge		$1,695.00
Subtotal		$37,995.00
Pre-Tax Adjustments		
Code	**Description**	
Tint	Window Tint	$250.00
Upfitting *Sun Country Quote# 47026*	8' Service Body and Lift Gate	$10,112.10
Discount	San Tan Ford Vehicle Discount	-$12,187.00
Subtotal		$36,170.10
Sales Taxes		
Code	**Description**	
City Sales Tax	Gilbert Sales Tax	$542.55
State Tax	Arizona State Sales Tax	$2,278.72
Subtotal		$38,991.37
Post-Tax Adjustments		
Code	**Description**	
Tire Tax	Tire Tax	$5.00
Total		$38,996.37

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

SUN COUNTRY
TRUCK EQUIPMENT INC.
4245 E. Superior Ave
Phoenix, AZ 85040

Estimate

Date	Estimate #
1/15/2021	47026

Name / Address	Ship To
SAN TAN FORD 1429 E.MOTORPLEX LOOP GILBERT,ARIZONA 85296-7410	SAN TAN FORD 1429 E.MOTORPLEX LOOP GILBERT,ARIZONA 85296-7410

Rep	Department	Chassis Model	Salesman
KL			Joe 5

Item	Qty	Description	Cost	Location	weights	Total
Stahl 8'srw Fd t/o bed ...						
CST98VVST-48.5	1	8' SRW TOP OPENING SERVICE BODY INCLUDES BUMPER AND LIGHTING 1-10-18 #2-CSTVVST	6,444.99	Y1	.	6,444.99T
153738	1	Adapter kit Ford (chassis and bed delete only)	75.03	S	.	75.03T
Labor	5	Labor	99.00	Labor	0.00	495.00
55415	1	oem 7 way socket I.5	10.91	C4	.3	10.91T
		Stahl 8' srw top opening service body with mounting brackets, led lights and powdercoated white. (Ford superduty F250 and F350 56"ca) NOTE: We will assume we will install an OEM camera NOTE: OEM hitch is compatable with body camera 250-8647-B and harness 228917 if not supplied by OEM Additional eura fill cup 209093 I.5 Will fit the following models F250/F350 regular cab 142"WB 56" ca F250/F350 extended cab 164"WB 56" ca F250/F350 crew cab 176" WB 56"ca				7,025.93
Liftgate install srw ser...						
C2-54-1342TP38	1	Maxon 1300 lb liftgate with a 38" deep platform with a 4" taper (service body) (p) I 5.0 R 1/19	2,238.49	LG	475.0	2,238.49T
230681	1	Step bumper ends srw (p) I 1.0	225.00	C4	.	225.00T
M09300R RED	2	3/4" RED MINI CLEARANCE AUXILIARY TURN LIGHT	14.34	C3	.	28.68T
Labor	6	Labor	99.00	Labor	0.00	594.00

Subtotal	
Sales Tax (0.00)	
Total	

Phone #	Fax #
602-438-4956	602-438-4947

SUN COUNTRY
TRUCK EQUIPMENT INC.
4245 E. Superior Ave
Phoenix, AZ 85040

Estimate

Date	Estimate #
1/15/2021	47026

Name / Address	Ship To
SAN TAN FORD 1429 E.MOTORPLEX LOOP GILBERT,ARIZONA 85296-7410	SAN TAN FORD 1429 E.MOTORPLEX LOOP GILBERT,ARIZONA 85296-7410

Rep	Department	Chassis Model	Salesman
KL			Joe 5

Item	Qty	Description	Cost	Location	weights	Total
		Maxon 1300 lb liftgate with a 38" deep platform with stahl step bumpers.				3,086.17

Not responsible for items left over 30 days.

Subtotal	$10,112.10
Sales Tax (0.00)	$0.00
Total	$10,112.10

Phone #	Fax #
602-438-4956	602-438-4947

2021 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 115 | Quote ID: 11521-1

Selected Equip & Specs

Dimensions

- Exterior length: 231.8"
- Exterior width: 80.0"
- Wheelbase: 142.0"
- Rear track: 67.2"
- Min ground clearance: 8.5"
- Front headroom: 40.8"
- Front shoulder room: 66.7"
- Approach angle: 17.2 deg
- Cargo volume: 11.6cu.ft.
- Cab to axle: 56.1"
- Exterior height: 77.9"
- Front track: 68.3"
- Turning radius: 24.6'
- Front legroom: 43.9"
- Front hiproom: 62.5"
- Passenger volume: 64.6cu.ft.
- Departure angle: 20.2 deg
- Maximum cargo volume: 11.6cu.ft.

Powertrain

- 385hp 6.2L SOHC 16 valve V-8 engine with variable valve control, SMPI
- federal
- Rear-wheel drive
- Fuel Economy Highway: N/A
- Recommended fuel : regular unleaded
- TorqShift-G 6 speed automatic transmission with overdrive
- Fuel Economy Cty: N/A

Suspension/Handling

- Front Twin I-Beam independent suspension with anti-roll bar, HD shocks
- Firm ride Suspension
- Front and rear 17 x 7.5 argent steel wheels
- * **Rear rigid axle leaf spring suspension with anti-roll bar, HD shocks**
- Hydraulic power-assist re-circulating ball Steering
- LT245/75SR17 EBSW AS front and rear tires

Body Exterior

- 2 doors
- * **Turn signal indicator in mirrors**
- Black bumpers
- Clearcoat paint
- 2 front tow hook(s)
- * **Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator**
- Black door mirrors
- * **Class V trailer hitch with with brake controller and trailer sway control**
- Front and rear 17 x 7.5 wheels

Convenience

- Manual air conditioning with air filter
- * **Power front windows**
- * **Driver and passenger 1-touch down**
- Manual tilt steering wheel
- * **Cruise control with steering wheel controls**
- * **Driver and passenger 1-touch up**
- * **Remote power door locks with 2 stage unlock and illuminated entry**
- Manual telescopic steering wheel

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2021 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 115 | Quote ID: 11521-1

Selected Equip & Specs (cont'd)

* **Day-night rearview mirror with auto-dimming**
- Emergency SOS
- AppLink smart device integration
- Front cupholders
* **Driver and passenger door bins**
- FordPass Connect 4G internet access
- Wireless phone connectivity
- 2 1st row LCD monitors
- Passenger visor mirror

Seats and Trim

- Seating capacity of 3
- 4-way driver seat adjustment
- 4-way passenger seat adjustment
* **Cloth seat upholstery**
- Front 40-20-40 split-bench seat
- Manual driver lumbar support
* **Centre front armrest with storage**

Entertainment Features

- AM/FM stereo radio
- Steering wheel mounted radio controls
- Streaming audio
- SYNC external memory control
- 4 speakers
- Fixed antenna

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Fully automatic headlights
- Light tinted windows
- Tachometer
- Compass
- Low tire pressure warning
- Trip odometer
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Oil pressure gauge
- Outside temperature display
- Trip computer

Safety and Security

- 4-wheel ABS brakes
- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
* **Remote activated perimeter/approach lighting**
* **Security system with SecuriLock immobilizer**
- Manually adjustable front head restraints
- Brake assist with hill hold control
- AdvanceTrac w/Roll Stability Control Electronic stability control
- Dual front impact airbag supplemental restraint system with passenger cancel
- Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
* **Power remote door locks with 2 stage unlock and panic alarm**
- MyKey restricted driving mode

Dimensions

General Weights

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2021 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 115 | Quote ID: 11521-1

Selected Equip & Specs (cont'd)

* **Curb**	**5,472 lbs.**	GVWR	10,000 lbs.
Payload	4,260 lbs.		

Front Weights

* **Front GAWR**	**4,100 lbs.**	* **Front curb weight**	**3,307 lbs.**
Front axle capacity	5,250 lbs.	* **Front spring rating**	**4,100 lbs.**
Front tire/wheel capacity	6,390 lbs.		

Rear Weights

Rear GAWR	6,340 lbs.	* **Rear curb weight**	**2,165 lbs.**
Rear axle capacity	6,200 lbs.	Rear spring rating	6,340 lbs.
Rear tire/wheel capacity	6,390 lbs.		

Trailering Type

Type	Regular	Class	V
Hitch	Yes	* **Brake controller**	**Yes**
Trailer sway control	Yes		

General Trailering

5th-wheel towing capacity	13300 lbs.	Gooseneck towing capacity	13300 lbs.
Towing capacity	13300 lbs.	GCWR	19500 lbs.

Fuel Tank type

Capacity	34 gal.

Off Road

Approach angle	17 deg	Departure angle	20 deg
Ramp breakover angle	20 deg	Min ground clearance	8 "
Load floor height	36 "		

Interior cargo

Cargo volume	11.6 cu.ft.	Maximum cargo volume	11.6 cu.ft.

Powertrain

Engine Type

Block material	Iron	Cylinders	V-8
Head material	Aluminum	Ignition	Spark
Injection	Sequential MPI	Liters	6.2L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	2	Valvetrain	SOHC
Variable valve control	Yes		

Engine Spec

Bore	4.02"	Compression ratio	9.8:1

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2021 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 115 | Quote ID: 11521-1

Selected Equip & Specs (cont'd)

Displacement 379 cu.in.
Stroke 3.74"

Engine Power

SAEJ1349 AUG2004 compliant Yes
Output 385 HP @ 5,750 RPM
Torque 430 ft.-lb @ 3,800 RPM

Alternator

Amps 157

Battery

Amp hours 72
Cold cranking amps 650
Run down protection Yes

Transmission

Electronic control Yes
Lock-up Yes
Overdrive Yes
Speed 6
Type Automatic

Transmission Gear Ratios

1st 4.17
2nd 2.34
3rd 1.52
4th 1.14
5th 0.87
6th 0.69
Reverse Gear ratios 3.4

Transmission Torque Converter

Stall ratio 2.01

Transmission Extras

Driver selectable mode Yes
Sequential shift control SelectShift
Oil cooler Regular duty

Drive Type

Type Rear-wheel

Drive Feature

Traction control ABS and driveline
* **Rear locking differential** **Driver selectable**

Drive Axle

Ratio 3.73

Exhaust

Material Stainless steel
System type Single

Emissions

CARB Federal

fuel Economy

Fuel type Gasoline

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2021 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 115 | Quote ID: 11521-1

Selected Equip & Specs (cont'd)

Fuel Economy (Alternate 1)

Fuel type E85

Acceleration

0-60 mph (s) 6.55

1/4 Mile

Seconds 15.0
Speed ..... 95 mph

Skid Pad

Lateral acceleration (g) 0.7

Slalom

Speed ..... 52 mph

Driveability

Brakes

ABS 4-wheel
ABS channels 4
Type ..... 4-wheel disc
Vented discs ..... Front and rear

Brake Assistance

Brake assist ..... Yes
Hill hold control ..... Yes

Suspension Control

Ride ..... Firm
Electronic stability control ..... Stability control with anti-roll

Front Suspension

Independence ..... Twin I-Beam independent
Anti-roll bar ..... Regular

Front Spring

Type ..... Coil
* **Grade** ..... **HD**

Front Shocks

Type ..... HD

Rear Suspension

Independence ..... Rigid axle
Type ..... Leaf
* **Anti-roll bar** ..... **Regular**

Rear Spring

Type ..... Leaf
Grade ..... HD

Rear Shocks

Type ..... HD

Steering

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2021 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 115 | Quote ID: 11521-1

Selected Equip & Specs (cont'd)

Activation	Hydraulic power-assist	Type	Re-circulating ball

Steering Specs

# of wheels	2

Exterior

Front Wheels

Diameter	17"	Width	7.50"

Rear Wheels

Diameter	17"	Width	7.50"

Spare Wheels

Wheel material	Steel

Front and Rear Wheels

Appearance	Argent	Material	Steel
Covers	Hub		

Front Tires

Aspect	75	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	245mm	LT load rating	E
RPM	645		

Rear Tires

Aspect	75	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	245mm	LT load rating	E
RPM	645		

Spare Tire

Mount	Underbody w/crankdown	Type	Full-size

Wheels

Front track	68.3"	Rear track	67.2"
Turning radius	24.6'	Wheelbase	142.0"

Body Features

* **Front license plate bracket**	**Yes**	Body material	Aluminum
Side impact beams	Yes	Front tow hook(s)	2

Body Doors

Door count	2

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2021 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 115 | Quote ID: 11521-1

Selected Equip & Specs (cont'd)

Exterior Dimensions

Length	231.8"	Body width	80.0"
Body height	77.9"	Cab to axle	56.1"
* **Axle to end of frame**	**47.6"**	Frame section modulus	10.7cu.in.
Frame yield strength (psi)	50000.0	Front bumper to Front axle	38.2"
Front bumper to back of cab	123.7"		

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Overhead	Safety Canopy System curtain 1st row	Passenger front-impact	Cancellable
Passenger side-impact	Seat mounted		

Seatbelt

Height adjustable	Front

Security

Immobilizer	SecuriLock	* **Panic alarm**	**Yes**
Restricted driving mode	MyKey		

Seating

Passenger Capacity

Capacity	3

Front Seats

Split	40-20-40	Type	Split-bench

Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual

Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Front Head Restraint

Control	Manual	Type	Adjustable

Front Armrest

Centre	Yes	* **Storage**	**Yes**

Front Seat Trim

* **Material**	**Cloth**	* **Back material**	**Carpet**

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2021 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 115 | Quote ID: 11521-1

Selected Equip & Specs (cont'd)

Convenience

AC And Heat Type

Air conditioning	Manual
Air filter	Yes

Audio System

Radio	AM/FM stereo
Radio grade	Regular
Seek-scan	Yes
External memory control	SYNC

Audio Speakers

Speaker type	Regular
Speakers	4

Audio Controls

Steering wheel controls	Yes
Voice activation	Yes
Streaming audio	Bluetooth yes

Audio Antenna

Type	Fixed

LCD Monitors

1st row	2
Primary monitor size (inches)	4.2

Cruise Control

* **Cruise control**	**With steering wheel controls**

Convenience Features

* **Retained accessory power**	**Yes**
12V DC power outlet	2
Emergency SOS	Mobile device
Wireless phone connectivity	Bluetooth
Smart device integration	App link

Door Lock Activation

* **Type**	**Power with 2 stage unlock**
* **Remote**	**Keyfob (all doors)**
* **Integrated key/remote**	**Yes**

Door Locks Extra FOB Controls

Remote engine start	Smart device only

Instrumentation Type

Display	Analog

Instrumentation Gauges

Tachometer	Yes
Oil pressure	Yes
Engine temperature	Yes
Transmission fluid temp	Yes
Engine hour meter	Yes

Instrumentation Warnings

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2021 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 115 | Quote ID: 11521-1

Selected Equip & Specs (cont'd)

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes	Low tire pressure	Tire specific

Instrumentation Displays

Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes

Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes

Steering Wheel Type

Material	Urethane	Tilting	Manual
Telescoping	Manual		

Front Side Windows

* **Window 1st row activation**	**Power**

Window Features

* **1-touch down**	**Driver and passenger**	* **1-touch up**	**Driver and passenger**
Tinted	Light		

Front Windshield

Wiper	Variable intermittent

Rear Windshield

Window	Fixed

Interior

Passenger Visor

Mirror	Yes

Rear View Mirror

Day-night	Yes	* **Auto-dimming**	**Yes**

Headliner

Coverage	Full	Material	Cloth

Floor Trim

Coverage	Full	Covering	Vinyl/rubber

Trim Feature

Gear shifter material	Urethane	Interior accents	Chrome

Lighting

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2021 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 115 | Quote ID: 11521-1

Selected Equip & Specs (cont'd)

Dome light type	Fade
* **Illuminated entry**	**Yes**

Storage

* **Driver door bin**	**Yes**
Glove box	Locking
Illuminated	Yes
Dashboard	Yes

Legroom

Front	43.9"

Headroom

Front	40.8"

Hip Room

Front	62.5"

Shoulder Room

Front	66.7"

Interior Volume

Passenger volume	64.6 cu.ft.

Front reading	Yes
Variable IP lighting	Yes
Front Beverage holder(s)	Yes
* **Passenger door bin**	**Yes**
Instrument panel	Covered bin

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2021 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 115 | Quote ID: 11521-1

Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months

Powertrain

Distance	60,000 miles	Months	60 months

Corrosion Perforation

Distance	Unlimited miles	Months	60 months

Roadside Assistance

Distance	60,000 miles	Months	60 months

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Product Quotation

Prepared For:
Beth Casillas

City of Buckeye
Phoenix



Prepared By:
Spencer Aston
Phoenix AZ 85009
mobile:

Image is for indicative purpose only and may not represent exact equipment being quoted

Prepared For:
Beth Casillas
City of Buckeye
Phoenix

Dealer Information
2240 Buckeye Rd
Phoenix AZ 85009
phone:

Prepared By:
Spencer Aston
SPENCER@PROCONJCB.COM
mobile:
Quote Date: 07/23/21
Valid Until: 08/20/21
Quotation Reference: 307245

Model: 3CX 12L4WM **Qty: 1**

Equipment Description

3CX COMPACT PLUS 12FT EXT DIPPER, POWERSLIDE, 55kW (74HP) TIER 4 FINAL
3cx Compact Plus Single Loader Lever Constant Flow Hydraulics.
MICHELIN POWER CL TYRE SET,340/80-18
Compact Plus Cab With A/c, Cloth Suspension Seat, For Use With Constant Flow Auxiliary
Cab Electrics, Livelink, For Use With Constant Auxiliary Flow
Hammer Pipework For 12 Extending Dipper With Powerslide
5/8 Loader Pipework With Srs, Rtd, Constant Flow And Vari Speed (For Mk2/ssl Qh)
USA English Territory Pack
Skid Steer Compatible Hitch Only
18 IN (450 MM) EXCAVATOR BUCKET
Rotating Amber Beacon
Led Boom Mounted Worklights
6 Led Worklights With Yellow Roof
Add 128/B2423 + 334/F6425 Ssl Qh Mount 78Inch Gp Bucket

Equipment Total	96,234.14
Tax (9.3%)	8,949.78
Total Customer Sale Price	105,183.92

Optional Extras (Optional Extras are not included in the totals)

Hand Held Tool Circuit Pipework & Breaker mount & 9M Hose Reel	3,653.00
48 inch Pallet Forks	900.00

Finance Option
2 YEAR/2000 HOUR FULL MACHINE WARRANTY $ .00 per month

Notes: -PRICING REFLECTS SOURCEWELL DISCOUNT FOR CONTRACT 040319-JCB
-PRICING INCLUDES EXCAVATOR POWERSLIDE AND EXTENDING DIPPER.
-HYDRAULIC HOSE REEL AS WELL AS FORKS ARE NOT INCLUDED IN THE TOTAL QUOTED PRICE. THESE ARE OPTIONAL IF YOU TO ADD.
-IF WE CANNOT IMMEDIATELY FIND THIS SPEC MACHINE, WE CAN BUILD IT NEW AND HAVE DELIVERED IN 16-18 WEEKS.

All prices subject to change without prior notice or obligation, This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date. * Plus all Applicable Taxes & Other Applicable Fees *



Prepared For:
Beth Casillas
City of Buckeye
Phoenix

Dealer Information
2240 Buckeye Rd
Phoenix AZ 85009
phone:

Prepared By:
Spencer Aston
SPENCER@PROCONJCB.COM
mobile:
Quote Date: 07/23/21
Valid Until: 08/20/21
Quotation Reference: 307245

Model: 3CX 12L4WM **Qty: 1**

Customer Acceptance: _____ Date _____

Dealer _____ Date _____



TRAiL KiNG Industries, Inc.

300 East Norway
Mitchell, SD 57301
Ph: (800) 843-3324
Fax: (605) 995-6500
www.trailking.com

2130 3rd Ave. NW
West Fargo, ND, 58078
Ph: (800) 762-5557
Fax: (701) 282-3039

1200 Gehl Drive
Yankton, SD 57078
Ph: (605) 665-8415
Fax: (605) 665-0810

EMPIRE TRUCK & TRAILER

Quote #: **TK-65158.01**

To:	City of Buckeye 530 E Monroe Ave Buckeye, Arizona 85326	**Ref:**	TKT24LP - Stock
Attn:	Toby Tyler	**Contact:**	Mike Shannon
Phone:	623-695-8997	**Phone:**	602-627-5701
Fax:		**Fax:**	
Email:	ttyler@buckeyeaz.gov.com	**Email:**	Mike.shannon@empire-cat.com
PO #:		**Est. Comp.**	DEC 2020
Issued:	August 24, 2020	**Expires:**	September 23, 2020
		FOB:	Factory

TKT24LP Tilt Trailer; 24,000 lbs. capacity

11329-TKT24LP

11329 - STANDARD EQUIPMENT
Tilted deck slope - 12 degree
Structural steel main frame

Rubber mounted sealed lights with sealed harness system
Red and white conspicuity markings

Item #	Category	Description	Weight (lbs)	Qty	Unit Price	Total
11329	Open Deck	TKT24LP Tilt Trailer; 24,000 lbs. capacity			$23,210	$23,210
13914	Hitch	Standard pintle plate				
14482	Hitch	5' Tongue, pintle eye with adjustable coupler; 19.5" -30.5" Hitch Height (Loaded)				
14487	Hitch	Safety chains with hooks				
14488	Hitch	Lockable tool box				
13103	Landing Gear	12K HD jack with spring foot				
13098	Deck Length	28' Overall deck (4' stationary and 24' tilt deck)				
14489	Deck Width	102" overall width				
11343	Deck Lock	Manual deck lock				
14490	Main Deck	34" Loaded deck height				
14493	Main Deck	4" Safety headboard				
14494	Main Deck	One (1) Hydraulic cushioning cylinder 3.5 x 16 x 1.5				
14496	Main Deck	Floor plate on fold-down approach plate and underride protection				
15797	Main Deck	10" Manufactured I-beam Mainframe				

15800	Main Deck	4" Full width I-beam crossmembers 11" OC on Tilt Bed			
15802	Main Deck	7" Mill Channel Outer Rail			
11347	Decking	1-3/8" Apitong (raised)		$1,691	$1,691
13096	Tie Downs	6 Pair D-rings (2 stationary deck, 4 tilt deck)			
11352	Suspensions / Axles	H9700 Spring Suspension (TKT24 only)			
14498	Suspensions / Axles	(2) 12,000 lb. capacity axles			
14501	Axle Spacing	49" Axle spacing			
15732	Brakes	Electric Brakes (12 1/4 x 5)			
15350	Wheels (inside)	6 x 16 steel disc wheel	4		
15350	Wheels (outside)	6 x 16 steel disc wheel	4		
10058	Spare Wheel	No Spare Wheel			
13967	Tires	Provider ST235/80R16 10 ply	8		
10059	Spare Tires	No spare tire			
14507	Flaps, Mud Guards & Fenders	Mudflaps			
14503	Lights / Electrical	Grote Electrical system (meets DOT regulations)			
14504	Lights / Electrical	LED lights			
11356	Lights / Electrical	(2) Strobe lights in tail channel with switch		$144	$144
14506	Lights / Electrical	7 Pole RV style electrical plug (standard with electric brakes)			
14508	Document Holder	Registration holder			
08009	Paint	Epoxy primer			
08026	Paint	S7225 New CAT Yellow with black decals			

Section Total: **$25,045.00**

11329-Additional Options

TRAiL KiNG Industries, Inc.

300 East Norway
Mitchell, SD 57301
Ph: (800) 843-3324
Fax: (605) 995-6500
www.trailking.com

2130 3rd Ave. NW
West Fargo, ND, 58078
Ph: (800) 762-5557
Fax: (701) 282-3039

1200 Gehl Drive
Yankton, SD 57078
Ph: (605) 665-8415
Fax: (605) 665-0810

EMPIRE TRUCK & TRAILER

Item #	Category	Description	Weight (lbs)	Qty	Unit Price	Total
14206	Miscellaneous	Hold valve for tilt bed			$380	$380
				Section Total:		**$380.00**

TOTALS

Total:	$25,425.00
Federal Excise Tax (12%):	N/A
Sales Tax (8.3%):	$2,110.27
State Contract# 161534 (7%)	($1,779.75)
Document Fee:	$225.00
Unit Sale Price:	$25,530.52
Title & Registration:	$0.00
Freight:	$1,800.00
Total Unit Sale Price:	$27,330.52
Quantity of Units:	1
Total Sale Price:	$27,330.52
Net Due:	$27,330.52

Prices in US Dollars

Sign Here: _____ **Date:** _____

Terms and Conditions

- Prices effective 9/24/2018. Prices and specs subject to change without notice.
- Order pricing and specifications finalized at 16 week window.
- All orders and terms subject to credit approval.
- Federal Excise Tax calculated on selling price to non-exempt end user.
- Non-Standard production units require 20% down payment.
- Fifth-wheel trailers may require 10% down payment to secure productions slot.
- Promised Date subject to change under following conditions:
    1. Change in customer credit status.
    2. Approval drawing not signed promptly.
    3. Down payment not received promptly.
    4. Customer change order modifying design, manufacturing or sourcing time.

TRAiL KiNG Industries, Inc.

300 East Norway
Mitchell, SD 57301
Ph: (800) 843-3324
Fax: (605) 995-6500
www.trailking.com

2130 3rd Ave. NW
West Fargo, ND, 58078
Ph: (800) 762-5557
Fax: (701) 282-3039

1200 Gehl Drive
Yankton, SD 57078
Ph: (605) 665-8415
Fax: (605) 665-0810

Prepared for: Beth Casillas, Fleet Manager, City of Buckeye
Office: 623-349-6840 | Mobile: 623-224-7517
Email: bcasillas@buckeyeaz.gov
End User FIN Code: QR271

Ship to:
Beth Casillas, City of Buckeye

2022 F-350 4x2 SD Super Cab 8' box 164" WB SRW XL (X3A)

Price Level: 230



Client Proposal

Prepared by:
Joe Sanchez
Office: 480-621-3741
Email: joesanchez@santanford.com
Quote ID: 72621-2
Date: 07/26/2021

Government Fleet Account Manager
Joe Sanchez (480) 621-3741 joesanchez@santanford.com
Department Fax (480) 621-3796

Date: July 26, 2021

Customer: **City of Buckeye**

Line Item/State Contract #: X3A / ADSPO17-166124

Vehicle Description: 2022 F350 Super Cab 4X2 with 8' Top Opening Service Body

With 6.2L FFV V8 Engine

	Base Bid Price	**$30,791.00**
	Upgrade Options	
1	3.73 Elocking Rear Axle	Standard on Contract
2	Spare Tire/Wheel	295.00
3	Power Equipment Group	Standard on Contract
4	Heavy Service Package for Bed Delete	(625.00)
5	Trailer Brake Controller	270.00
6	Upfitter Switches	165.00
7	Cruise Control	Standard on Contract
8	4 Keys with 2 FOBS	Standard on Contract
9	Window Tint	250.00
10	8' Top Opening Service Body	8,044.00
11	Sun Country Quote# 49454	
12		
13		
14		
15		
16		
17		
18		
19		
20		
		$8,399.00
	Bid Price (with options)	**$39,190.00**
	Tire Tax	5.00
	Sales Tax (7.80%)	3,056.82
	Ford Extended Service Plan	
	Transportation Fee	
	Total Delivered Price	**$42,251.82**

Notes:

Thank You,
Joe

Prepared for: Beth Casillas
Fleet Manager, City of Buckeye
Prepared by: Joe Sanchez
07/26/2021

San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2022 F-350 4x2 SD Super Cab 8' box 164" WB SRW XL (X3A)

Price Level: 230 | Quote ID: 72621-2

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
X3A	Base Vehicle Price (X3A)	$39,005.00
Packages		
610A	Order Code 610A *Includes:* *- Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel* *- Transmission: TorqShift 10-Speed Automatic* *Includes SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.* *- GVWR: 10,400 lb Payload Package* *- Tires: LT245/75Rx17E BSW A/S (4)* *Spare may not be the same as road tire.* *- Wheels: 17" Argent Painted Steel* *Includes painted hub covers/center ornaments.* *- Radio: AM/FM Stereo w/MP3 Player* *Includes 4 speakers.* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.*	N/C
Powertrain		
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included
44G	Transmission: TorqShift 10-Speed Automatic *Includes SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.*	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	$390.00
STDGV	GVWR: 10,400 lb Payload Package	Included
Wheels & Tires		
TD8	Tires: LT245/75Rx17E BSW A/S (4) *Spare may not be the same as road tire.*	Included
64A	Wheels: 17" Argent Painted Steel *Includes painted hub covers/center ornaments.*	Included
512	Spare Tire, Wheel, Carrier & Jack Spare tire is standard equipment; becomes optional when (66D) Pickup Box Delete is ordered.	$295.00
Seats & Seat Trim		

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2022 F-350 4x2 SD Super Cab 8' box 164" WB SRW XL (X3A)

Price Level: 230 | Quote ID: 72621-2

As Configured Vehicle (cont'd)

Code	Description	MSRP
1	Cloth 40/20/40 Split Bench Seat *Includes center armrest, cupholder, storage and driver's side manual lumbar.*	$100.00

Other Options

164WB	164" Wheelbase	STD
90L	Power Equipment Group *Deletes passenger-side lock cylinder. Includes upgraded door trim panel.* *Includes:* *- Accessory Delay* *- Trailer Tow Mirrors w/Power Heated Glass* *Includes manual folding, manually telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.* *- Advanced Security Pack* *Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.* *- Power Locks* *- Power Tailgate Lock* *- Power Front & Rear Seat Windows* *Includes 1-touch up/down driver/passenger window.* *- Remote Keyless Entry*	$915.00
63R	Heavy-Service Package for Pickup Box Delete *Includes heavy-service front springs (200 lbs. upgrade above the spring computer selected as a consequence of options chosen. Not included if maximum springs have been computer selected as standard equipment). Note: Salesperson's Source Book or Ford RV Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability.* *Includes:* *- Rear Stabilizer Bar*	$125.00
66D	Pickup Box Delete *Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and center high-mounted stop lamp (CHMSL) (only on vehicles over 10,000 lbs. GVWR). Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements).* *Includes:* *- Rear Bumper Delete* *- Spare Wheel, Tire, Carrier & Jack Delete*	-$625.00
52B	Trailer Brake Controller *Verified to be compatible with select electric over hydraulic brakes. Includes smart trailer tow connector.*	$270.00
PAINT	Monotone Paint Application	STD
66S	Upfitter Switches (6) Requires Extra Extra Heavy-Duty Alternator (67E) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B). *Located in overhead console.* *Includes:* *- 200 Amp Alternator*	$165.00
587	Radio: AM/FM Stereo w/MP3 Player	Included

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2022 F-350 4x2 SD Super Cab 8' box 164" WB SRW XL (X3A)

Price Level: 230 | Quote ID: 72621-2

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Includes 4 speakers. *Includes:* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.*	
Fleet Options		
525	Steering Wheel-Mounted Cruise Control (LPO) Requires valid FIN code.	$235.00
Emissions		
425	50-State Emissions System	STD
Interior Color		
1S_02	Medium Earth Gray	N/C
Exterior Color		
Z1_01	Oxford White	N/C
SUBTOTAL		$40,875.00
Destination Charge		$1,695.00
TOTAL		$42,570.00

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2022 F-350 4x2 SD Super Cab 8' box 164" WB SRW XL (X3A)

Price Level: 230 | Quote ID: 72621-2

Pricing Summary - Single Vehicle

Vehicle Pricing

	MSRP
Base Vehicle Price	$39,005.00
Options	$1,870.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Destination Charge	$1,695.00
Subtotal	$42,570.00

Pre-Tax Adjustments

Code	Description	MSRP
Discount	San Tan Ford Vehicle Discount	-$11,674.00
Tint	Window Tint	$250.00
Body	8' Top Opening Service Body	$8,044.00
Sun Country Quote# 49454		
Subtotal		$39,190.00

Sales Taxes

Code	Description	MSRP
City Sales Tax	Gilbert Sales Tax	$587.85
State Tax	Arizona State Sales Tax	$2,468.97
Subtotal		$42,246.82

Post-Tax Adjustments

Code	Description	MSRP
Tire Tax	Tire Tax	$5.00
Subtotal		$42,251.82
Total		$42,251.82

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2022 F-350 4x2 SD Super Cab 8' box 164" WB SRW XL (X3A)

Price Level: 230 | Quote ID: 72621-2

Pricing Summary - Single Vehicle

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

SUN COUNTRY
TRUCK EQUIPMENT INC.
4245 E. Superior Ave
Phoenix, AZ 85040

Estimate

Date	Estimate #
7/26/2021	49454

Name / Address	Ship To
SAN TAN FORD 1429 E.MOTORPLEX LOOP GILBERT,ARIZONA 85296-7410	SAN TAN FORD 1429 E.MOTORPLEX LOOP GILBERT,ARIZONA 85296-7410

Rep	Department	Chassis Model	Salesman
KL			Joe Sanchez p5

Item	Qty	Description	Cost	Location	weights	Total
Stahl 8'srw Fd t/o bed ...						
CST98VVST-48.5	1	8' SRW TOP OPENING SERVICE BODY INCLUDES BUMPER AND LIGHTING	6,904.00	Y1		7,404.00T
153738	1	ADAPTER PLUG, 2000-CURR FORD 60/84 CA (chassis and bed delete only) (P)	51.42	S		55.00T
Labor	5	Labor	110.00	Labor	0.00	550.00
55774	1	curt 7way and 4 way multi tow	29.92	C4	1	35.00T
		Stahl 8' srw top opening service body with mounting brackets, led lights and powdercoated white. (Ford superduty F250 and F350 56"ca) NOTE: We will assume we will install an OEM camera NOTE: OEM hitch is compatable with body camera 250-8647-B and harness 228917 if not supplied by OEM Additional eura fill cup 221048 I.5 Will fit the following models F250/F350 regular cab 142"WB 56" ca F250/F350 extended cab 164"WB 56" ca F250/F350 crew cab 176" WB 56"ca				8,044.00

Not responsible for items left over 30 days.

Phone #	Fax #
602-438-4956	602-438-4947

Subtotal	$8,044.00
Sales Tax (0.00)	$0.00
Total	$8,044.00

2022 F-350 4x2 SD Super Cab 8' box 164" WB SRW XL (X3A)

Price Level: 230 | Quote ID: 72621-2

Selected Equip & Specs

Dimensions

- Exterior length: 254.4"
- Exterior width: 80.0"
- Wheelbase: 164.0"
- Rear track: 67.2"
- Min ground clearance: 8.5"
- Rear legroom: 33.5"
- Rear headroom: 40.3"
- Rear hiproom: 64.7"
- Rear shoulder room: 65.8"
- Approach angle: 18 deg
- Cargo volume: 31.6cu.ft.
- Cab to axle: 56.1"
- Exterior height: 78.0"
- Front track: 68.3"
- Turning radius: 28.0'
- Front legroom: 43.9"
- Front headroom: 40.8"
- Front hiproom: 62.5"
- Front shoulder room: 66.7"
- Passenger volume: 116.0cu.ft.
- Departure angle: 18 deg
- Maximum cargo volume: 31.6cu.ft.

Powertrain

- 385hp 6.2L SOHC 16 valve V-8 engine with variable valve control, SMPI
- federal
- Rear-wheel drive
- Fuel Economy Highway: N/A
- Recommended fuel : regular unleaded
- TorqShift 10 speed automatic transmission with overdrive
- Fuel Economy Cty: N/A

Suspension/Handling

- Front Twin I-Beam independent suspension with anti-roll bar, HD shocks
- Firm ride Suspension
- Front and rear 17 x 7.5 argent steel wheels
- * **Rear rigid axle leaf spring suspension with anti-roll bar, HD shocks**
- Hydraulic power-assist re-circulating ball Steering
- LT245/75SR17 EBSW AS front and rear tires

Body Exterior

- 4 doors
- Reverse opening right rear passenger
- * **Turn signal indicator in mirrors**
- Black bumpers
- Clearcoat paint
- 2 front tow hook(s)
- Reverse opening left rear passenger
- * **Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator**
- Black door mirrors
- * **Class V trailer hitch with with brake controller and trailer sway control**
- Front and rear 17 x 7.5 wheels

Convenience

- Manual air conditioning with air filter
- * **Power windows**
- * **Cruise control with steering wheel controls**
- * **Driver and passenger 1-touch up**

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2022 F-350 4x2 SD Super Cab 8' box 164" WB SRW XL (X3A)

Price Level: 230 | Quote ID: 72621-2

Selected Equip & Specs (cont'd)

* **Driver and passenger 1-touch down**
- Manual tilt steering wheel
- Day-night rearview mirror
- 911 Assist emergency SOS
- AppLink smart device integration
- Front and rear cupholders
- Full overhead console
* **Rear door bins**
* **Remote power door locks with 2 stage unlock and illuminated entry**
- Manual telescopic steering wheel
- FordPass Connect 4G internet access
- Wireless phone connectivity
- 2 1st row LCD monitors
- Passenger visor mirror
* **Driver and passenger door bins**
* **Upfitter switches**

Seats and Trim

- Seating capacity of 6
- 4-way driver seat adjustment
- 4-way passenger seat adjustment
- 60-40 folding rear split-bench seat
- Front 40-20-40 split-bench seat
- Manual driver lumbar support
- Centre front armrest with storage
* **Cloth seat upholstery**

Entertainment Features

- AM/FM stereo radio
- Steering wheel mounted radio controls
- Streaming audio
- SYNC external memory control
- 4 speakers
- Fixed antenna

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Auto on/off headlights
- Light tinted windows
- Tachometer
- Compass
- Low tire pressure warning
- Trip odometer
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Oil pressure gauge
- Outside temperature display
- Trip computer

Safety and Security

- 4-wheel ABS brakes
- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
* **Remote activated perimeter/approach lighting**
* **Security system with SecuriLock immobilizer**
- Brake assist with hill hold control
- AdvanceTrac w/Roll Stability Control Electronic stability control
- Dual front impact airbag supplemental restraint system with passenger cancel
- Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
* **Power remote door locks with 2 stage unlock and panic alarm**
- MyKey restricted driving mode

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2022 F-350 4x2 SD Super Cab 8' box 164" WB SRW XL (X3A)

Price Level: 230 | Quote ID: 72621-2

Selected Equip & Specs (cont'd)

- Manually adjustable front head restraints
- 3 manually adjustable rear head restraints

Dimensions

General Weights

* **Curb**	**6,038 lbs.**	GVWR	10,400 lbs.
Payload	4,090 lbs.		

Front Weights

* **Front GAWR**	**4,550 lbs.**	* **Front curb weight**	**3,594 lbs.**
Front axle capacity	5,250 lbs.	* **Front spring rating**	**4,550 lbs.**
Front tire/wheel capacity	6,390 lbs.		

Rear Weights

Rear GAWR	6,340 lbs.	* **Rear curb weight**	**2,444 lbs.**
Rear axle capacity	7,280 lbs.	Rear spring rating	6,340 lbs.
Rear tire/wheel capacity	6,390 lbs.		

Trailering Type

Type	Regular	Class	V
Hitch	Yes	* **Brake controller**	**Yes**
Trailer sway control	Yes		

General Trailering

5th-wheel towing capacity	12700 lbs.	Gooseneck towing capacity	12700 lbs.
Towing capacity	12700 lbs.	GCWR	19500 lbs.

Fuel Tank type

Capacity	34 gal.

Off Road

Approach angle	18 deg	Departure angle	18 deg
Ramp breakover angle	18 deg	Min ground clearance	8 "
Load floor height	35 "		

Interior cargo

Cargo volume	31.6 cu.ft.	Maximum cargo volume	31.6 cu.ft.

Powertrain

Engine Type

Block material	Iron	Cylinders	V-8
Head material	Aluminum	Ignition	Spark
Injection	Sequential MPI	Liters	6.2L
Orientation	Longitudinal	Recommended fuel	Regular unleaded

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2022 F-350 4x2 SD Super Cab 8' box 164" WB SRW XL (X3A)

Price Level: 230 | Quote ID: 72621-2

Selected Equip & Specs (cont'd)

Valves per cylinder	2	Valvetrain	SOHC
Variable valve control	Yes		

Engine Spec

Bore	4.02"	Compression ratio	9.8:1
Displacement	379 cu.in.	Stroke	3.74"

Engine Power

SAEJ1349 AUG2004 compliant	Yes	Output	385 HP @ 5,750 RPM
Torque	430 ft.-lb @ 3,800 RPM		

Alternator

* **Type**	**HD**	* **Amps**	**200**

Battery

Amp hours	72	Cold cranking amps	650
Run down protection	Yes		

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		

Transmission Gear Ratios

1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.616
Reverse Gear ratios	4.866		

Transmission Extras

Driver selectable mode	Yes	Sequential shift control	SelectShift
Oil cooler	Regular duty		

Drive Type

Type	Rear-wheel

Drive Feature

Traction control	ABS and driveline	* **Rear locking differential**	**Driver selectable**

Drive Axle

Ratio	3.73

Exhaust

Material	Stainless steel	System type	Single

Emissions

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2022 F-350 4x2 SD Super Cab 8' box 164" WB SRW XL (X3A)

Price Level: 230 | Quote ID: 72621-2

Selected Equip & Specs (cont'd)

CARB ..... Federal

fuel Economy

Fuel type ..... Gasoline

Fuel Economy (Alternate 1)

Fuel type E85

Acceleration

0-60 mph (s) 7.1

1/4 Mile

Seconds 15.5
Speed ..... 92 mph

Skid Pad

Lateral acceleration (g) 0.6

Slalom

Speed ..... 51 mph

Driveability

Brakes

ABS 4-wheel
ABS channels 4
Type ..... 4-wheel disc
Vented discs ..... Front and rear

Brake Assistance

Brake assist ..... Yes
Hill hold control ..... Yes

Suspension Control

Ride ..... Firm
Electronic stability control ..... Stability control with anti-roll

Front Suspension

Independence ..... Twin I-Beam independent
Anti-roll bar ..... Regular

Front Spring

Type ..... Coil
* **Grade** ..... **HD**

Front Shocks

Type ..... HD

Rear Suspension

Independence ..... Rigid axle
Type ..... Leaf
* **Anti-roll bar** ..... **Regular**

Rear Spring

Type ..... Leaf
Grade ..... HD

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2022 F-350 4x2 SD Super Cab 8' box 164" WB SRW XL (X3A)

Price Level: 230 | Quote ID: 72621-2

Selected Equip & Specs (cont'd)

Rear Shocks

Type	HD

Steering

Activation	Hydraulic power-assist	Type	Re-circulating ball

Steering Specs

# of wheels	2

Exterior

Front Wheels

Diameter	17"	Width	7.50"

Rear Wheels

Diameter	17"	Width	7.50"

Spare Wheels

Wheel material	Steel

Front and Rear Wheels

Appearance	Argent	Material	Steel
Covers	Hub		

Front Tires

Aspect	75	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	245mm	LT load rating	E
RPM	645		

Rear Tires

Aspect	75	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	245mm	LT load rating	E
RPM	645		

Spare Tire

Mount	Underbody w/crankdown	Type	Full-size

Wheels

Front track	68.3"	Rear track	67.2"
Turning radius	28.0'	Wheelbase	164.0"

Body Features

Body material	Aluminum	Side impact beams	Yes

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2022 F-350 4x2 SD Super Cab 8' box 164" WB SRW XL (X3A)

Price Level: 230 | Quote ID: 72621-2

Selected Equip & Specs (cont'd)

Front tow hook(s) 2

Body Doors

Door count 4
Left rear passenger Reverse opening
Right rear passenger Reverse opening

Exterior Dimensions

Length 254.4"
Body width 80.0"
Body height 78.0"
Cab to axle 56.1"
* **Axle to end of frame** **47.6"**
Frame section modulus 10.7cu.in.
Frame yield strength (psi) 50000.0
Front bumper to Front axle 38.2"
Front bumper to back of cab 146.3"

Safety

Airbags

Driver front-impact Yes
Driver side-impact Seat mounted
Overhead Safety Canopy System curtain 1st and 2nd row
Passenger front-impact Cancellable
Passenger side-impact Seat mounted

Seatbelt

Rear centre 3 point Yes
Height adjustable Front

Security

Immobilizer SecuriLock
* **Panic alarm** **Yes**
Restricted driving mode MyKey

Seating

Passenger Capacity

Capacity 6

Front Seats

Split 40-20-40
Type Split-bench

Driver Seat

Fore/aft Manual
Reclining Manual
Way direction control 4
Lumbar support Manual

Passenger seat

Fore/aft Manual
Reclining Manual
Way direction control 4

Front Head Restraint

Control Manual
Type Adjustable

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2022 F-350 4x2 SD Super Cab 8' box 164" WB SRW XL (X3A)

Price Level: 230 | Quote ID: 72621-2

Selected Equip & Specs (cont'd)

Front Armrest

Centre	Yes	Storage	Yes

Rear Seats

Descriptor	Split-bench	Facing	Front
Folding	60-40	Folding position	Fold-up cushion
Type	Fixed		

Rear Head Restraints

Control	Manual	Type	Adjustable
Number	3		

Front Seat Trim

* **Material**	**Cloth**	* **Back material**	**Cloth**

Rear Seat Trim Group

Material	Vinyl	Back material	Carpet

Convenience

AC And Heat Type

Air conditioning	Manual	Air filter	Yes
Underseat ducts	Yes		

Audio System

Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes	External memory control	SYNC

Audio Speakers

Speaker type	Regular	Speakers	4

Audio Controls

Steering wheel controls	Yes	Voice activation	Yes
Streaming audio	Bluetooth yes		

Audio Antenna

Type	Fixed

LCD Monitors

1st row	2	Primary monitor size (inches)	4.2

Cruise Control

* **Cruise control**	**With steering wheel controls**

Convenience Features

* **Retained accessory power**	**Yes**	12V DC power outlet	2
Emergency SOS	911 Assist	Wireless phone connectivity	Bluetooth

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2022 F-350 4x2 SD Super Cab 8' box 164" WB SRW XL (X3A)

Price Level: 230 | Quote ID: 72621-2

Selected Equip & Specs (cont'd)

Smart device integration ..... App link

* **Upfitter switches** ..... **Yes**

Door Lock Activation

* **Type** ..... **Power with 2 stage unlock**
* **Remote** ..... **Keyfob (front doors)**
* **Integrated key/remote** ..... **Yes**

Door Lock Type

* **Tailgate/rear door lock** ..... **Included with power door locks**

Door Locks Extra FOB Controls

Remote engine start ..... Smart device only

Instrumentation Type

Appearance ..... Analog

Instrumentation Gauges

Tachometer ..... Yes
Engine temperature ..... Yes
Engine hour meter ..... Yes
Oil pressure ..... Yes
Transmission fluid temp ..... Yes

Instrumentation Warnings

Oil pressure ..... Yes
Battery ..... Yes
Key ..... Yes
Door ajar ..... Yes
Brake fluid ..... Yes
Engine temperature ..... Yes
Lights on ..... Yes
Low fuel ..... Yes
Service interval ..... Yes
Low tire pressure ..... Tire specific

Instrumentation Displays

Clock ..... In-radio display
Exterior temp ..... Yes
Compass ..... Yes
Systems monitor ..... Yes

Instrumentation Feature

Trip computer ..... Yes
Trip odometer ..... Yes

Steering Wheel Type

Material ..... Urethane
Telescoping ..... Manual
Tilting ..... Manual

Front Side Windows

* **Window 1st row activation** ..... **Power**

Windows Rear Side

* **2nd row activation** ..... **Power**

Window Features

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2022 F-350 4x2 SD Super Cab 8' box 164" WB SRW XL (X3A)

Price Level: 230 | Quote ID: 72621-2

Selected Equip & Specs (cont'd)

* **1-touch down**	**Driver and passenger**	* **1-touch up**	**Driver and passenger**
Tinted	Light		

Front Windshield

Wiper	Variable intermittent

Rear Windshield

Window	Fixed

Interior

Passenger Visor

Mirror	Yes

Rear View Mirror

Day-night	Yes

Headliner

Coverage	Full	Material	Cloth

Floor Trim

Coverage	Full	Covering	Vinyl/rubber

Trim Feature

Gear shifter material	Urethane	Interior accents	Chrome

Lighting

Dome light type	Fade	Front reading	Yes
* **Illuminated entry**	**Yes**	Variable IP lighting	Yes

Overhead Console Storage

Storage	Yes	Type	Full

Storage

* **Driver door bin**	**Yes**	Front Beverage holder(s)	Yes
Glove box	Locking	* **Passenger door bin**	**Yes**
Illuminated	Yes	Rear yes	Yes
Instrument panel	Covered bin	Dashboard	Yes
* **Rear door bins**	**Yes**		

Legroom

Front	43.9"	Rear	33.5"

Headroom

Front	40.8"	Rear	40.3"

Hip Room

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2022 F-350 4x2 SD Super Cab 8' box 164" WB SRW XL (X3A)

Price Level: 230 | Quote ID: 72621-2

Selected Equip & Specs (cont'd)

Front	62.5"	Rear	64.7"

Shoulder Room

Front	66.7"	Rear	65.8"

Interior Volume

Passenger volume	116.0 cu.ft.

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2022 F-350 4x2 SD Super Cab 8' box 164" WB SRW XL (X3A)

Price Level: 230 | Quote ID: 72621-2

Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months

Powertrain

Distance	60,000 miles	Months	60 months

Corrosion Perforation

Distance	Unlimited miles	Months	60 months

Roadside Assistance

Distance	60,000 miles	Months	60 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Sales Quotation

SQ# 201809 | Jul-21-2021

Bill To

Buckeye, City of
530 E Monroe
BUCKEYE AZ 85326
UNITED STATES
Phone # 6233864691

Ship To

Buckeye Fleet Maint
415 AZ Eastern Ave
BUCKEYE AZ 85326
UNITED STATES
Phone # 6233496842

Account : 15053	SQ# :201809
Terms : Net 25	PO# :
Due Date : Aug-15-2021	Delivery Dt: Jul-21-2021
Reference : 2020 F250 Dual Color	
Ship By :	Rep : SUPERVISOR
Page 1 of 1	

#	Item Code	Description	Quantity	Price	UOM	Tax	Amount
	CB2BPW	Whelen Cenator Duo WC Lightbar Amber/White	1	1,149.00	EA	101.11	1,149.00
	MISC	MISC - Whelen CMK9S CENATOR STUD MOUNT (PAIR)	1	0.00	EA	0.00	0.00
	PCC8R	Whelen 8 position key pad	1	202.20	EA	17.79	202.20
		- Button 1 - Rear Warning - Button 2 - Left Side White - Button 3 - Front White Full Scene - Button 4 - Rear White Full Scene - Button 5 - Front Warning - Button 6 - Right Side White - Button 7 - Left Arrow - Button 8 - Right Arrow (if button 7 and 8 are on at the same time it will then generate center out)					
	15018	BackRack Frame Only 2017+ Ford Superduty	1	164.00	EA	14.43	164.00
		Mount Kit for: 2020 F250					
	30221	Srd No Drill Hardware Kit, 2017-TD Superduty Aluminum Body	1	104.00	EA	9.15	104.00
	91006	Light Bkt 91006 Light Bar Bkt Pair	1	44.00	EA	3.87	44.00
	MPS63U-RAW	Federal Signal MicroPulse Ultra 6 Tri Color Red/Amber/White	2	109.85	EA	19.33	219.70
	RECT16-AW	Tomar RECT16 LED Light Amber/White	2	74.99	EA	13.20	149.98
	RECT-16BKT-90	TOMAR RECT-16 L Bracket	2	12.34	EA	2.17	24.68
	8028B	Egis 8028 Fuse Block	1	13.65	EA	1.20	13.65
		6 Fuse Block					
	Wire-Loom	LSH Wire, Loom & Hardware For Installation	1	65.00	EA	5.72	65.00
	INSTALL-MESA	Labor for Installation - Mesa Contract	12	42.50	EA	0.00	510.00
		Mesa Contract Labor Rate					

1. Pricing Valid For 30 Days from date list on quote.
2. Orders Processed after 30 Days Will Be Subject To Pricing adjustments Due To Changing Market Conditions.
3. Substitutions OR Quantity Changes Will Void Quote
4. LSH Lights Standard Terms & Conditions Apply
5. Not Responsible for Typographical Errors or omitted items. Please reivew quotes completly.

Remit Payment To:
LSH LIGHTS
PO BOX 5280
Goodyear, AZ 85338
T. 623-535-9898 option 2

Tax Details

AZ-NEW $187.986
EXEMPT $0.000

Payment Details

Taxable	2,136.21
Tax	187.99
Non Taxable	510.00
Total	2,834.20
Balance	2,834.20

Sales Quotation

SQ# 201809 | Jul-21-2021

Bill To

Buckeye, City of
530 E Monroe
BUCKEYE AZ 85326
UNITED STATES
Phone # 6233864691

Ship To

Buckeye Fleet Maint
415 AZ Eastern Ave
BUCKEYE AZ 85326
UNITED STATES
Phone # 6233496842

Account : 15053	SQ# :201809
Terms : Net 25	PO# :
Due Date : Aug-15-2021	Delivery Dt: Jul-21-2021
Reference : 2020 F250 Dual Color	
Ship By :	Rep : SUPERVISOR
Page 1 of 1	

#	Item Code	Description	Quantity	Price	UOM	Tax	Amount
	CB2BPW	Whelen Cenator Duo WC Lightbar Amber/White	1	1,149.00	EA	101.11	1,149.00
	MISC	MISC - Whelen CMK9S CENATOR STUD MOUNT (PAIR)	1	0.00	EA	0.00	0.00
	PCC8R	Whelen 8 position key pad	1	202.20	EA	17.79	202.20
		- Button 1 - Rear Warning - Button 2 - Left Side White - Button 3 - Front White Full Scene - Button 4 - Rear White Full Scene - Button 5 - Front Warning - Button 6 - Right Side White - Button 7 - Left Arrow - Button 8 - Right Arrow (if button 7 and 8 are on at the same time it will then generate center out)					
	15018	BackRack Frame Only 2017+ Ford Superduty	1	164.00	EA	14.43	164.00
		Mount Kit for: 2020 F250					
	30221	Srd No Drill Hardware Kit, 2017-TD Superduty Aluminum Body	1	104.00	EA	9.15	104.00
	91006	Light Bkt 91006 Light Bar Bkt Pair	1	44.00	EA	3.87	44.00
	MPS63U-RAW	Federal Signal MicroPulse Ultra 6 Tri Color Red/Amber/White	2	109.85	EA	19.33	219.70
	RECT16-AW	Tomar RECT16 LED Light Amber/White	2	74.99	EA	13.20	149.98
	RECT-16BKT-90	TOMAR RECT-16 L Bracket	2	12.34	EA	2.17	24.68
	8028B	Egis 8028 Fuse Block	1	13.65	EA	1.20	13.65
		6 Fuse Block					
	Wire-Loom	LSH Wire, Loom & Hardware For Installation	1	65.00	EA	5.72	65.00
	INSTALL-MESA	Labor for Installation - Mesa Contract	12	42.50	EA	0.00	510.00
		Mesa Contract Labor Rate					

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LSH LIGHTS
PO BOX 5280
Goodyear, AZ 85338
T. 623-535-9898 option 2

Tax Details

AZ-NEW $187.986
EXEMPT $0.000

Payment Details

Taxable	2,136.21
Tax	187.99
Non Taxable	510.00
Total	2,834.20
Balance	2,834.20

COURTESY CHEVROLET

7/27/2021

STATE OF ARIZONA
VEHICLE QUOTE
STATE CONTRACT # ADSP017-166120

VEHICLE	**2022 CHEVROLET SILVERADO 3500 DBL CAB WT BED DELETE**	**$** 30,907.04
	8' SERVICE BODY PER ASH QUOTE# 22835	**$** 6,987.92

TOTAL	**$** 37,894.96
SALES TAX	$ 3,178.18
TIRE TAX	$ 5.00
GRAND TOTAL	$ 41,078.14

ORDERED UNIT
120-150 DAYS ARO

ASH
AUTO SAFETY HOUSE
a W.W.Williams company

PHOENIX
2630 W. BUCKEYE RD.
PHOENIX, AZ 85009
PHONE: (602) 269-9721

TUCSON
1402 E. BENSON HWY.
TUCSON, AZ 85714
PHONE: (520) 889-9551

HOLBROOK
840 S. HIGHWAY 77
HOLBROOK, AZ 86025
PHONE: (928) 524-3582

REMIT TO: Auto Safety House
2630 W. Buckeye Rd
Phoenix, AZ 85009

*** Customer Review ***
Date / Time: 7/27/2021 3:40:33PM
Repair Order: 22835
Customer: 24043
Branch: 1
Invoice Total: $6,987.92
Charge

Bill To: Courtesy Chevrolet
1233 E Camelback Rd
Phoenix, AZ 85014
Shop: 602-279-3232 Fax: 602-230-8072

Ship To: Courtesy Chevrolet/Buckeye
1233 E Camelback Rd
Phoenix, AZ 85014

Customer P/O: ashiner Completion Date:

******AS OF 04.07.06 "ALL" ORDERS MUST HAVE A PO# WITH NO EXCEPTIONS OTHERWISE PAYMENT MAY NOT BE RECEIVED!! AGAIN ALL INVOICES MUST HAVE A PO# ON THEM PER CUSTOMER******

Task: 1 05-00404 INSTALL KNAPHEIDE SERVICE BODY **Department: 20 TE**

Complaint: Furnish and install 8' Standard service body with all led lights, fuel adptor, rear bumper, reciever hitch with 7way rv plug and painted white

Supp.	Part	Description / Ref Number		U/M	Quantity	List	Price	Extended Price
	TE Shop Su	Truck Equipment shop supplies	Misc		1.00	0.00	152.00	152.00
BY	1801050L	CLASS 5 44IN SERVICE BODY	Part	EACH	1.00	460.72	201.65	201.65
PO	11-893P	HITCH RECEIVER W/ 2IN RE RV OEM-STYLE 7-WAY SOCKET PACKAGED	Part	EACH	1.00	24.64	13.68	13.68
KN	696-P1240-21	696 SERVICE BODY	Part	EACH	1.00	4,939.66	3,370.98	3,370.98
PA	RV135-4	RIVAL 3.5 ACTIVATOR QT	Part	EACH	1.00	75.74	52.74	52.74
PA	N0006RV35	GM WHITE FACTORY,33-24861	Part	EACH	1.00	280.36	262.00	262.00
KN1	20195110	78" GALVA H/ RECESS FD KNAP LINER	Part	EACH	1.00	1,088.85	607.33	607.33
KN1	20226030	Installation Kit for Steel Service Body 2020+ GM 5	Part	EACH	1.00	602.07	335.82	335.82
	TE Paint M	TE Paint Material	Misc		1.00	0.00	214.50	214.50
KN1	LIGHT.KIT.SRW	QUOTE	Part	EACH	1.00	461.16	257.22	257.22

Quote

ASH
AUTO SAFETY HOUSE
a W.W.Williams company

PHOENIX
2630 W. BUCKEYE RD.
PHOENIX, AZ 85009
PHONE: (602) 269-9721

TUCSON
1402 E. BENSON HWY.
TUCSON, AZ 85714
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HOLBROOK, AZ 86025
PHONE: (928) 524-3582

REMIT TO: Auto Safety House
2630 W. Buckeye Rd
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Customer: 24043
Branch: 1
Invoice Total: $6,987.92
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1233 E Camelback Rd
Phoenix, AZ 85014
Shop: 602-279-3232 Fax: 602-230-8072

Ship To: Courtesy Chevrolet/Buckeye
1233 E Camelback Rd
Phoenix, AZ 85014

Customer P/O: ashiner
Completion Date:

Totals

Total Parts:	**$5,101.42**
Total Core Chg:	**$0.00**
Total Core Ret:	**$0.00**
Total EHC:	**$0.00**
Total Labor:	**$1,520.00**
Total Miscellaneous:	**$366.50**
Invoice Subtotal:	**$6,987.92**
Total Tax:	**$0.00**
Invoiced Total:	**$6,987.92**

Payment Method
Charge

SIGNATURE_____ DATE_____

The only warranties applying to the part(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties or merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume fore it any liability in connection with the sale of this part(s) and/or service. For complete warranty limitations, disclaimers and detailed Terms and Conditions please see wwwilliams.com/Terms.
****Auto Safety House is not responsible for items left at facility beyond 14 days from invoice date.****
****QUOTED PRICES ARE VALID FOR THIRTY DAYS AFTER ORIGINAL INVOICE DATE****

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD (CC30953) 2WD Double Cab 162" Work Truck (Complete)

Selected Model and Options

MODEL

CODE	MODEL	Invoice	MSRP
CC30953	2022 Chevrolet Silverado 3500HD 2WD Double Cab 162" Work Truck	$38,123.80	$40,300.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

OPTIONS

CODE	DESCRIPTION	Invoice	MSRP
___	Capped Fuel Fill (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (ZW9) pickup bed delete.)	Inc.	Inc.
1WT	Work Truck Preferred Equipment Group includes standard equipment	$0.00	$0.00
5N5	Rear Camera Kit Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com (Requires (ZW9) pickup bed delete.)	$66.43	$73.00
9J4	Bumper, rear, delete (Included and only available with (ZW9) pickup bed delete.)	Inc.	Inc.
AE7	Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD)	$0.00	$0.00
AQQ	Remote Keyless Entry with 2 transmitters (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.	Inc.
DBG	Mirrors, outside power-adjustable vertical trailering with heated upper glass lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.	Inc.
DZW	Dual Rear Wheels includes LED hip marker lights (Requires long bed model and (G9Y) 14,000 lbs. (6350 kg) GVWR.) *Upon selection of this option the base price will change*	$0.00	$0.00
FE9	Emissions, Federal requirements	$0.00	$0.00
G9Y	GVWR, 14,000 lbs. (6350 kg) with dual rear wheels (Included and only available with dual rear wheels and long bed model.)	Inc.	Inc.
GAZ	Summit White	$0.00	$0.00
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	$0.00	$0.00
H1T	Jet Black, Cloth seat trim	$0.00	$0.00

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Data Version: 14333. Data Updated: Jul 26, 2021 10:59:00 PM PDT.

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD (CC30953) 2WD Double Cab 162" Work Truck (Complete)

OPTIONS

CODE	DESCRIPTION	Invoice	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)	$0.00	$0.00
JL1	Trailer brake controller, integrated (Requires (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Included with (CMT) Gooseneck / 5th Wheel Package.)	$250.25	$275.00
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (RGE) Safety Essentials Package.)	Inc.	Inc.
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	$0.00	$0.00
MYD	Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)	$0.00	$0.00
P03	Wheel trim, painted center caps (Requires dual rear wheels.)	Inc.	Inc.
PYW	Wheels, 17" (43.2 cm) painted steel (Requires dual rear wheels.)	Inc.	Inc.
QQO	Tires, LT235/80R17E all-season highway, blackwall (Requires dual rear wheels.)	$0.00	$0.00
R9Y	Fleet Free Maintenance Credit. This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR or FRC. Not available with FDR or FGO order types.) *CREDIT*	($40.95)	($45.00)
SFW	Back-up alarm calibration This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting (Included with (ZW9) pickup bed delete. Not available with (8S3) back-up alarm or (UY2) trailer wire provisions.)	Inc.	Inc.
U01	Lamps, Smoked Amber roof marker, (LED) (Included with (ANQ) Alaskan Snow Plow Special Edition. Standard with dual rear wheels. Not available with (YF5) California state emissions requirements on single rear wheels.)	Inc.	Inc.
ZLQ	WT Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (K34) Cruise Control, (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trailering with heated upper glass (Not available with (PCV) WT Convenience Package.	$555.10	$610.00
ZQO	Tire, spare LT235/80R17E highway (Included and only available with (QQO) LT235/80R17E all-season highway, blackwall tires with (E63) Durabed, pickup bed dual rear wheel models. Available to order with (ZW9) pickup bed delete and (QQO) LT235/80R17E all-season highway, blackwall tires with dual rear wheel models.)	$345.80	$380.00

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Data Version: 14333. Data Updated: Jul 26, 2021 10:59:00 PM PDT.

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD (CC30953) 2WD Double Cab 162" Work Truck (Complete)

OPTIONS

CODE	DESCRIPTION	Invoice	MSRP
ZW9	Pickup bed, delete includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete. (Requires long bed model and 17" or 18 " wheels.) *CREDIT*	($1,051.05)	($1,155.00)
	Options Total	**$125.58**	**$138.00**

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Data Version: 14333. Data Updated: Jul 26, 2021 10:59:00 PM PDT.

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD (CC30953) 2WD Double Cab 162" Work Truck (Complete)

Price Summary

PRICE SUMMARY

	Invoice	MSRP
Base Price	$38,123.80	$40,300.00
Total Options	$125.58	$138.00
Vehicle Subtotal	$38,249.38	$40,438.00
Dealer Advertising Adjustment	$0.00	$0.00
Destination Charge	$1,695.00	$1,695.00
Grand Total	**$39,944.38**	**$42,133.00**

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AUTO SAFETY HOUSE
a W.W.Williams company

PHOENIX
2630 W. BUCKEYE RD.
PHOENIX, AZ 85009
PHONE: (602) 269-9721

TUCSON
1402 E. BENSON HWY.
TUCSON, AZ 85714
PHONE: (520) 889-9551

HOLBROOK
840 S. HIGHWAY 77
HOLBROOK, AZ 86025
PHONE: (928) 524-3582

REMIT TO:
Auto Safety House
2630 W. Buckeye Rd
Phoenix, AZ 85009

***** Customer Review ******

Date / Time: 8/4/2021 10:20:11AM
Repair Order: 22885
Customer: 16020
Branch: 1
Invoice Total: $831.56

Charge

Bill To: City of Buckeye
530 E. Monroe Ave.
Buckeye, AZ 85326
Shop: 623-349-6162

Ship To: City of Buckeye
1101 E. Ash Ave
Buckeye, AZ 85326

Customer P/O: ashiner

Completion Date:

Task: 1 05-00904 Tool Boxes **Department: 20 TE**

Complaint: Single lid white steel cross bed tool box

Supp.	Part	Description / Ref Number		U/M	Quantity	List	Price	Extended Price
	TE Shop Su	Truck Equipment shop supplies	Misc		1.00	0.00	0.00	0.00
R1	C63	BOX COMPLETE-C63	Part	EACH	1.00	1,640.70	765.71	765.71

Totals

Total Parts:	**$765.71**
Total Core Chg:	**$0.00**
Total Core Ret:	**$0.00**
Total EHC:	**$0.00**
Total Labor:	**$0.00**
Total Miscellaneous:	**$0.00**
Invoice Subtotal:	**$765.71**
Total Tax:	**$65.85**
Invoiced Total:	**$831.56**

Quote

Payment Method
Charge

SIGNATURE_____ DATE_____

The only warranties applying to the part(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties or merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume fore it any liability in connection with the sale of this part(s) and/or service. For complete warranty limitations, disclaimers and detailed Terms and Conditions please see wwwilliams.com/Terms.
****Auto Safety House is not responsible for items left at facility beyond 14 days from invoice date.****
****QUOTED PRICES ARE VALID FOR THIRTY DAYS AFTER ORIGINAL INVOICE DATE****

AUTO SAFETY HOUSE
a W.W.Williams company

PHOENIX
2630 W. BUCKEYE RD.
PHOENIX, AZ 85009
PHONE: (602) 269-9721

TUCSON
1402 E. BENSON HWY.
TUCSON, AZ 85714
PHONE: (520) 889-9551

HOLBROOK
840 S. HIGHWAY 77
HOLBROOK, AZ 86025
PHONE: (928) 524-3582

REMIT TO: Auto Safety House
2630 W. Buckeye Rd
Phoenix, AZ 85009

**** Customer Review ******

Date / Time: 8/4/2021 10:11:41AM
Repair Order: 22599
Customer: 16020
Branch: 1
Invoice Total: $1,859.73

Charge

Bill To: City of Buckeye
530 E. Monroe Ave.
Buckeye, AZ 85326
Shop: 623-349-6162

Ship To: City of Buckeye
1101 E. Ash Ave
Buckeye, AZ 85326

Customer P/O: ashiner

Completion Date:

Task: 1 05-01104 Misc Material **Department: 20 TE**
Complaint: Furnish and install decked system

Supp.	Part	Description / Ref Number		U/M	Quantity	List	Price	Extended Price
	TE Shop Su	Truck Equipment shop supplies	Misc		1.00	0.00	14.25	14.25
DEC	DS3	Ford Super Duty (2017-current)	Part	EACH	1.00	2,388.75	1,566.99	1,566.99

Totals

Total Parts:	**$1,566.99**
Total Core Chg:	**$0.00**
Total Core Ret:	**$0.00**
Total EHC:	**$0.00**
Total Labor:	**$142.50**
Total Miscellaneous:	**$14.25**
Invoice Subtotal:	**$1,723.74**
Total Tax:	**$135.99**
Invoiced Total:	**$1,859.73**

Quote

Payment Method
Charge

SIGNATURE_____ DATE_____

The only warranties applying to the part(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties or merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume fore it any liability in connection with the sale of this part(s) and/or service. For complete warranty limitations, disclaimers and detailed Terms and Conditions please see wwwilliams.com/Terms.
****Auto Safety House is not responsible for items left at facility beyond 14 days from invoice date.****
****QUOTED PRICES ARE VALID FOR THIRTY DAYS AFTER ORIGINAL INVOICE DATE****

COURTESY CHEVROLET

5/7/2021

STATE OF ARIZONA
VEHICLE QUOTE
STATE CONTRACT # ADSP017-166120

VEHICLE	**2022 CHEVROLET SILVERADO 2500 CREW CAB WT 4X4**	**$** 35,303.30

TOTAL	**$** 35,303.30
SALES TAX	$ 2,963.07
TIRE TAX	$ 5.00
GRAND TOTAL	$ 38,271.37

ORDERED UNIT
ESTIMATED DELIVERY LATE AUGUST 2021

Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL	Invoice	MSRP
CK20943	2021 Chevrolet Silverado 2500HD 4WD Crew Cab 172" Work Truck	$40,205.00	$42,500.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

OPTIONS

CODE	DESCRIPTION	Invoice	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	$0.00	$0.00
5H1	Key equipment, two additional keys for single key system Provides two additional spare keys for a total of (4). (Keys will be cut but not programmed) NOTE: programming of keys is at customer's expense. Programming keys is not a warranty expense. (Requires (SAF) spare tire lock. Not available with SEO (5Z4) spare wheel, carrier and lock delete or (ZW9) pickup bed delete.)	$40.95	$45.00
AE7	Seats, front 40/20/40 split-bench with upper covered armrest storage (STD)	$0.00	$0.00
AQQ	Remote Keyless Entry with 2 transmitters (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.	Inc.
DBG	Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.	Inc.
E63	Durabed, pickup bed (STD)	$0.00	$0.00
FE9	Emissions, Federal requirements	$0.00	$0.00
FHS	E85 FlexFuel capable (Requires (L8T) 6.6L V8 gas engine and (JL1) trailer brake controller. Regular Cab model requires (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package. Not available with (ZW9) pickup bed delete.)	$91.00	$100.00
GAZ	Summit White	$0.00	$0.00
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	$0.00	$0.00
H1T	Jet Black, Cloth seat trim	$0.00	$0.00
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)	$0.00	$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 13700. Data Updated: May 6, 2021 10:03:00 PM PDT.

Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (✓ Complete)

OPTIONS

CODE	DESCRIPTION	Invoice	MSRP
JGF	GVWR, 10,650 lbs. (4831 kg) (STD) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20943 and (L8T) 6.6L V8 gas engine with 17" wheels.)	$0.00	$0.00
JL1	Trailer brake controller, integrated (Requires (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Included with (CMT) Gooseneck/5th Wheel Package.)	$250.25	$275.00
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (RGE) Safety Confidence Package.)	Inc.	Inc.
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	$0.00	$0.00
MYD	Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)	$0.00	$0.00
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)	$136.50	$150.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver (STD)	$0.00	$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall (STD)	$0.00	$0.00
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.	Inc.	Inc.
R9Y	Fleet Free Maintenance Credit. This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR or FRC. Not available with FDR order type.) *CREDIT*	($40.95)	($45.00)
ZHQ	Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered)	$0.00	$0.00
ZLQ	WT Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (K34) Cruise Control, (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trailering with heated upper glass (Not available with (PCV) WT Convenience Package.	$691.60	$760.00
	Options Total	**$1,169.35**	**$1,285.00**

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Data Version: 13700. Data Updated: May 6, 2021 10:03:00 PM PDT.

Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (Complete)

Price Summary

PRICE SUMMARY			
		Invoice	**MSRP**
	Base Price	$40,205.00	$42,500.00
	Total Options	$1,169.35	$1,285.00
	Vehicle Subtotal	$41,374.35	$43,785.00
	Dealer Advertising Adjustment	$0.00	$0.00
	Destination Charge	$1,695.00	$1,695.00
	Grand Total	**$43,069.35**	**$45,480.00**

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Data Version: 13700. Data Updated: May 6, 2021 10:03:00 PM PDT.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.E. Resolution No. 60-21, Intent to Formation of Street Lighting Improvement District No. 2021-SLID-003 - Jackrabbit Ranch Marketplace
DATE PREPARED: 09/16/21	**DISTRICT NO.:** 6
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. 60-21 accepting a Petition for Formation of a Street Lighting Improvement District; declaring its intention to form a Street Lighting Improvement District; designating such District as the "City of Buckeye Street Lighting Improvement District No. 2021-SLID-003"; providing for the annual levy of taxes or assessments equally apportioned upon all of the non-public property owners in the District to purchase energy for the lighting of public streets and parks within and adjacent to the District; and ordering recording and filing of this Resolution.

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:
Street Lighting Improvement Districts (SLIDs) are established to purchased (and not generate) energy for street lighting or public park lighting within the District and adjacent streets so that the costs are not borne by the City in its Highway User Revenue Fund.

BENEFITS:
Both SLIDs and Maintenance Improvement Districts (MIDs) provide for the benefit of ensuring that there is a balance of revenue and expenditures to provide for the quality of life for the residents/owners of a particular development without an undue burden upon the existing community. SLIDs ensure that only the owners that have benefit from the lighting in their community pay for that service. Having the costs of street and public park lighting within a SLID borne by the owners in a development ensures that the revenue needed to fund these costs is always in place.

FUTURE ACTION:
A Resolution Ordering the Formation of such District follows on the current agenda. A budget and further Council action will take place at the beginning of the next fiscal year to implement this District.

FINANCIAL IMPACT STATEMENT:

N/A

CURRENT FISCAL YEAR TOTAL COST:
N/A

BUDGETED:
No

FISCAL YEAR:
FY22/23

FUND/DEPARTMENT:
SLIDs

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

ATTACHMENTS:
Petition, Waiver and Consent 2021-SLID-003.pdf
RES 60-21 - Intent to Form 2021-SLID-003.pdf

When Recorded, Return to:

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

PETITION, WAIVER AND CONSENT TO FORMATION OF A STREET LIGHTING IMPROVEMENT DISTRICT BY THE CITY OF BUCKEYE

JACKRABBIT RANCH MARKETPLACE
2021-SLID-003

To: Honorable Mayor and Councilmembers
City of Buckeye, Arizona

Pursuant to Arizona Revised Statutes ("*A.R.S.*") Title 48, Chapter 4, Article 2 (the "*Improvement District Law*"), the undersigned, as authorized representatives of owners of real property (together, the "*Petitioners*") within the City of Buckeye, Arizona (the "*City*"), respectfully petition the Mayor and City Council (the "*City Council*") of the City to order the formation of a street lighting improvement district under the Improvement District Law. In support of this Petition, Waiver and Consent to Formation of a Street Lighting Improvement District by the City of Buckeye (this "*Petition*"), the Petitioners agree to waive certain rights under the Improvement District Law and hereby consent to the formation of a street lighting improvement district encompassing the land shown on *Exhibits A*, *B*, and *C*, attached hereto and incorporated by reference herein.

1. Name of District. The Petitioners hereby request the proposed district to be named the "City of Buckeye Street Lighting Improvement District No. 2021-SLID-003" (the "*District*").

2. Area of District. The property comprising the proposed District is described by a legal description, Assessor's parcel numbers, and a map or plat of the area, all as set forth in *Exhibits A*, *B*, and *C*. Such property is entirely within the corporate boundaries of the City. The Petitioners respectfully request that the property shown on *Exhibits A*, *B* and *C* be included within the District. The Assessor's parcel numbers set forth in *Exhibit B* are for convenience only. Should either the legal description set forth in *Exhibit A* or the Assessor's parcel numbers set forth in *Exhibit B* conflict with *Exhibit C*, *Exhibit C* shall govern.

3. Ownership. The Petitioners are the sole owners of all non-public real property within the proposed District.

4. Purpose. The District is proposed to be formed for the purpose of purchasing, and not generating, energy for street and public park lighting.

5. Public Convenience and Necessity. Public convenience, necessity and welfare will be promoted by the formation of the District, the inclusion of the property described in *Exhibits A*, *B*, and *C* within the District, and the levying of an annual ad valorem tax or equal apportionment of taxes upon all of the non-public real property within the District as provided in A.R.S. § 48-616(C).

6. Fees and Reimbursement. The Petitioners have paid all application fees for the formation of the District and further agree to reimburse the City for all reasonable legal and engineering fees and costs incurred by the City with respect to the formation of the District.

7. Expansion of or Annexation to the District. The Petitioners waive any objection to, or protest against, any future enlargement or enlargements of the District and also waive all notices of such enlargement or enlargements, whether required to be published, posted, or mailed with respect to the later enlargement of the District's boundaries. The Petitioners further waive any objection to, or protest against, the consolidation of the District with any other similar district or districts.

8. Waiver and Consent. The Petitioners, with full knowledge of their rights being waived hereunder, hereby expressly waive:

a) The right to challenge or object to any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the resolution of intention and the resolution ordering the work relating to the formation of the District;

b) The right to challenge or object to any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings that result in the adoption of any and all future resolutions of intention, resolutions ordering work, resolutions enlarging the District, and notices pertaining thereto;

c) Any necessity for publication, posting, mailing, or recording of any resolution(s) of intention, resolution(s) ordering work, resolution(s) enlarging the District, or notices of proposed improvements as described in A.R.S. §§ 48-578 and 48-581;

d) All protest rights whatsoever under A.R.S. § 48-579(A) and (B), which provide for protests against the work;

e) All objections to the extent of the District under A.R.S. § 48-579(C);

f) All objections to the lack of plans and specifications, the engineer's estimate and an assessment diagram, all of which are unnecessary for completion of the District's formation or purpose; and

g) Any necessity for any notice or hearing with respect to land owned by the Petitioners now within the proposed boundaries of the District.

9. Equal Apportionment. The Petitioners hereby petition the City Council to equally apportion the District's annual taxes based on the number and classification of properties within the District pursuant to A.R.S. § 48-616(J). The Petitioners further request that no publicly owned land or property owned by a homeowners' association shall be liable to pay any expenses of the District.

10. Waiver of Petition. This Petition shall be deemed to be a petition of more than one-half (1/2) of the taxable property units and more than one-half (1/2) of the assessed valuation within the District and as such shall also be deemed to be a waiver of any and all requirements to file a petition under A.R.S. § 48-576, as amended.

11. Public Benefit. The purchasing of energy to operate street lighting improvements within the District is of more than local or ordinary public benefit and should be charged against the property within the District, all of which will benefit thereby.

12. Successors and Assigns. To the extent permitted by law, this Petition shall be binding on all successors or assigns of the Petitioners who hereafter own or have an interest in the property described in *Exhibits A*, *B*, and *C* attached hereto.

13. Recordation. This Petition may be recorded in the office of the Maricopa County Recorder and in the office of the Superintendent of Streets of the City.

14. Counterparts. For convenience, this Petition may be executed in one or more counterparts and each executed counterpart shall for all purposes be deemed an original and shall have the same force and effect as an original, but all of which together shall constitute in the aggregate but one and the same instrument.

The Petitioners hereby request the City Council of the City to adopt a resolution of intention to order the proposed improvements and to proceed with the improvements requested herein.

IN WITNESS WHEREOF, the undersigned representatives of the Petitioners have executed this Petition as of the dates shown below.

[Signature Pages to Follow]

SIMONCRE RUBICON III LLC,
an Arizona limited liability company

By: _____

Name: Joshua Simon

Title: Manager

Date: August 18, 2021

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 18th day of August, 2021, before me personally appeared Joshua Simon, the Manger of SIMONCRE RUBICON III LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the Petition on behalf of the limited liability company.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

Notary Public State of Arizona
Maricopa County
Michelle Darlene Desjardins
My Commission Expires 04/09/2025
Commission Number 600260

(Seal and Expiration Date)

M. Desjardins
Notary Public in and for the State of Arizona

SBS:sbm 4203130.1 8/5/2021

EQUITABLE INVESTORS AND ADVISORS LLC,
a South Dakota limited liability company

By: _____

Name: MARK Schwartz

Title: President / Owner

Date: 8/18, 2021

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

On this 18 day of August, 2021, before me personally appeared Mark Schwartz the _____ of EQUITABLE INVESTORS AND ADVISORS LLC, a South Dakota limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the Petition on behalf of the limited liability company.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

_____
Notary Public in and for the State of Arizona

(Seal and Expiration Date) June 20, 2023

REBECCA MONTES
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 585509
Expires June 20, 2023

SBS:sbm 4203130.1 8/5/2021

RECEIPT this ____ day of _____, 2021, of the foregoing Petition is hereby acknowledged by the City Clerk of the City of Buckeye, Arizona, who will deliver said Petition to the City Council for action.

_____

Lucinda J. Aja, City Clerk

OPTIMUS
CIVIL DESIGN GROUP



EXHIBIT A

CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT
NO. 2021-SLID-003
JACKRABBIT RANCH MARKETPLACE

LEGAL DESCRIPTION

A PARCEL OF LAND AS SHOWN ON THE MINOR SUBDIVISION FOR "JACKRABBIT RANCH MARKETPLACE" AS RECORDED IN BOOK 1571, PG. 32, MARICOPA COUNTY RECORDS, SAID PARCEL BEING A PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 2.5" MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE AT THE NORTHWEST CORNER OF SAID SECTION 28, FROM WHICH A FOUND 3" MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE AT THE NORTH QUARTER CORNER OF SECTION 28 BEARS N 90°00'00" E., (BASIS OF BEARING), A DISTANCE OF 2652.65 FEET;

THENCE N 90°00'00" E., ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 994.27 FEET;

THENCE S00°10'21"W., DEPARTING SAID NORTH LINE, A DISTANCE OF 660.67' FEET;

THENCE N89°56'50"W., A DISTANCE OF 993.41' FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28;

THENCE N00°05'52"E., ALONG SAID WEST LINE, A DISTANCE OF 659.75 FEET TO THE **POINT OF BEGINNING**;

THE ABOVE DESCRIBED PARCEL CONTAINS 656,142 SQUARE FEET OR 15.063 ACRES MORE OR LESS.

EXHIBIT B

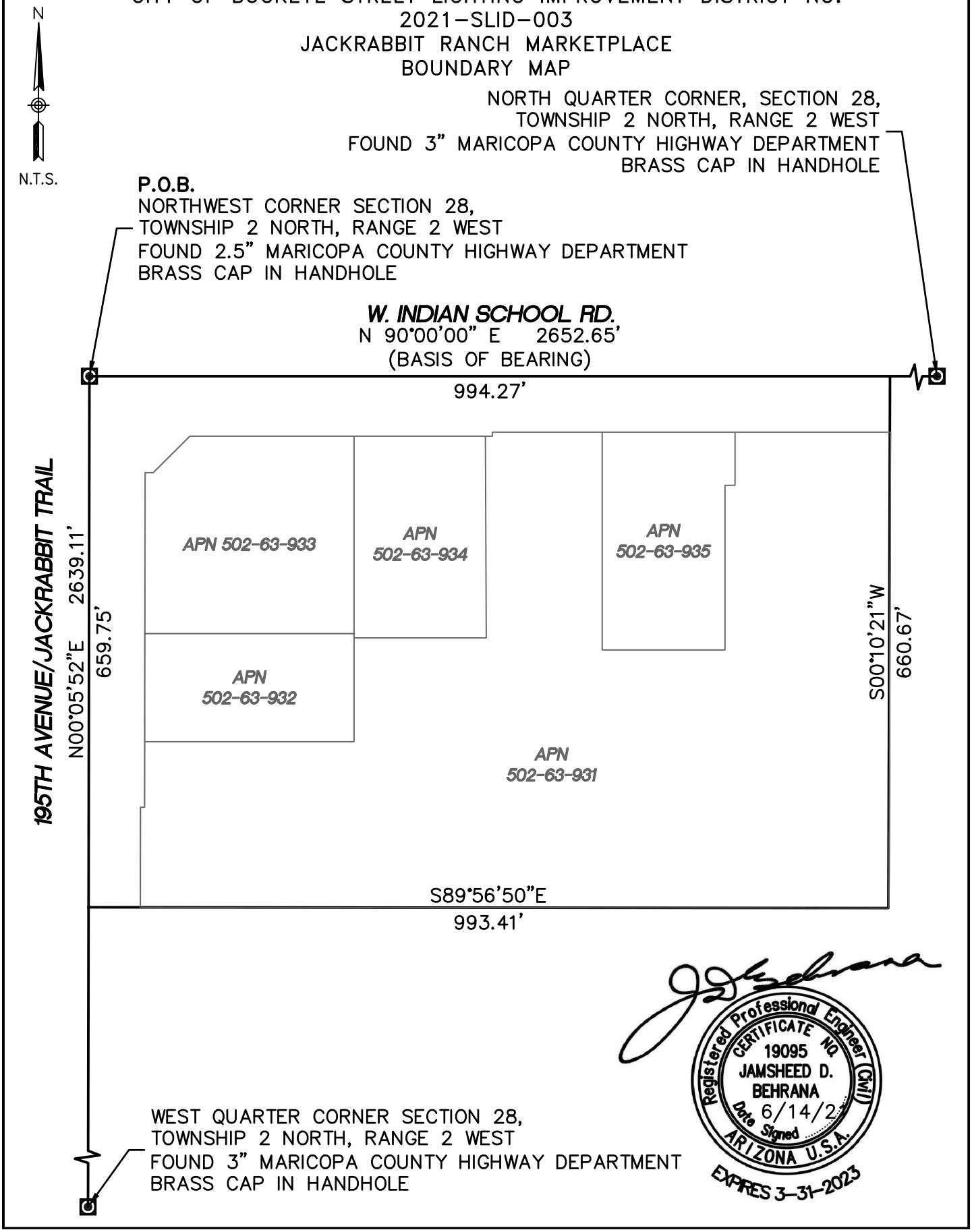
CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT
NO. 2021-SLID-003
JACKRABBIT RANCH MARKETPLACE

ASSESSOR PARCEL NUMBER	OWNER
APN 502-63-931	SIMONCRE RUBICON III LLC
APN 502-63-932	SIMONCRE RUBICON III LLC
APN 502-63-933	SIMONCRE RUBICON III LLC
APN 502-63-934	EQUITABLE INVESTORS AND ADVISORS LLC
APN 502-63-935	SIMONCRE RUBICON III LLC



EXHIBIT C

CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. 2021-SLID-003
JACKRABBIT RANCH MARKETPLACE
BOUNDARY MAP



When Recorded, Return to:

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

RESOLUTION NO. 60-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, ACCEPTING A PETITION FOR FORMATION OF A STREET LIGHTING IMPROVEMENT DISTRICT; DECLARING ITS INTENTION TO FORM A STREET LIGHTING IMPROVEMENT DISTRICT; DESIGNATING SUCH DISTRICT AS THE "CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. 2021-SLID-003"; PROVIDING FOR THE ANNUAL LEVY OF TAXES OR ASSESSMENTS EQUALLY APPORTIONED UPON ALL OF THE NON-PUBLIC PROPERTY OWNERS IN THE DISTRICT TO PURCHASE ENERGY FOR THE LIGHTING OF PUBLIC STREETS AND PARKS WITHIN AND ADJACENT TO THE DISTRICT; AND ORDERING RECORDING AND FILING OF THIS RESOLUTION.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, as follows:

Section 1. Acceptance and Findings. A Petition for the formation of the City of Buckeye Street Lighting Improvement District No. 2021-SLID-003 to purchase (and not generate) energy for street and public park lighting within the District and streets adjacent thereto has been filed with the Clerk and presented to the Governing Body of the City. The Petition is accepted. The Petition purports to be signed by all of the non-public real property owners in the proposed District, exclusive of mortgagees and other lienholders. After verification of such ownership, the Governing Body finds that the Petition was signed by all of the real property owners in the proposed District, exclusive of mortgagees and other lienholders or the owners of any Public Property.

Section 2. Definitions. In this Resolution, the following terms shall have the following meanings:

"*APS*" shall mean the Arizona Public Service Company.

"*City*" shall mean the City of Buckeye, Arizona.

"*Clerk*" shall mean the Clerk of the City, located at 530 East Monroe Avenue, Buckeye, Arizona 85326.

"*Director*" shall mean the Director of the Arizona Department of Revenue.

"*District*" shall mean the City of Buckeye Street Lighting Improvement District No. 2021-SLID-003, as described by the legal description, Assessor's parcel numbers, and map in *Exhibits A*, *B* and *C* attached hereto and incorporated by reference herein.

"*Governing Body*" shall mean the Mayor and City Council of the City.

"*Incidental Expenses*" shall mean the costs of posting, publication, mailing, recording, engineering and legal fees with respect to the formation of the District and the annual levy of taxes.

"*Petition*" shall mean the Petition, Waiver, and Consent to Formation of a Street Lighting Improvement District by the City of Buckeye, requesting formation of the District, on file in the Clerk's office.

"*Public Property*" shall mean any lot or parcel belonging to the United States; the state of Arizona (the "*State*"); any county, city, town, school district or political subdivision; or any institution of the State or county that is physically located within the District, including without limitation any public street, avenue, alley or public easement located within the District hereinafter dedicated to public use.

"*Street Lighting System*" shall mean all publicly owned street and traffic lights and all wire, apparatus and other facilities now in place or hereafter constructed or acquired for the lighting of public streets and parks within the District and on streets adjacent to the District.

"*Work*" shall mean the purchasing of energy for the operation of the Street Lighting System.

Section 3. Declaration of Intention to Order Formation of the District. The public interest and convenience require, and it is the intention of the Governing Body to order, the Work through formation of the District pursuant to A.R.S. Title 48, Chapter 4, Article 2. The District's sole purpose shall be the purchase, not generation, of energy to operate the Street Lighting System, including as it is hereafter modified or enlarged. The District shall encompass the property described on *Exhibits A*, *B*, and *C*, attached hereto. The Assessor's parcel numbers shown on *Exhibit B* are for convenience only. If either *Exhibit A* or *Exhibit B* or both conflict with *Exhibit C*, *Exhibit C* shall govern and be determinative of a parcel's inclusion within, or exclusion from, the District, subject to the restrictions of Section 5 of this Resolution. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining hereto, the District shall be known as and is hereby designated as "City of Buckeye Street Lighting Improvement District No. 2021-SLID-003".

Section 4. Statutory Authority; Payment of Incidental Expenses. All proceedings pertaining to the District shall be done under and as authorized by A.R.S. Title 48, Chapter 4, Article 2, and all amendments thereto including, without limitation, A.R.S. §§ 48-616 and -617. All Incidental Expenses shall become the obligation of the District.

Section 5. Excluded Property. No Public Property or property owned by a homeowners' association will be liable to pay any portion of the District's costs and expenses. Additionally, any public streets, avenues, alleys, or public easements hereafter dedicated to public use shall become exempt after such dedication.

Section 6. Protests and Objections to Extent of District. In the Petition, the signers have made written consents and waivers pertaining to the ordering of the Work and to the formation of the District and has specifically waived all protests against formation of, and objections to, the extent of the District. City staff has verified that all non-public real property owners within the District have signed the Petition, and the Governing Body finds as a fact that all non-public property owners within the District have signed such Petition. Therefore, pursuant to A.R.S. § 48-617(A), no publication, mailing or posting of any notice pertaining to formation of the District will be made.

Section 7. Engineer's Estimate, Plans and Specifications. As financing for the acquisition and construction of the initial Street Lighting System has been, or will be, provided, the District's sole purpose will be to purchase, and not generate, energy to operate the Street Lighting System. No engineer's estimate, plans, or specifications have been filed with the Clerk. In the Petition, all owners of land within the District specifically waived the filing of an engineer's estimate, plans, or specifications.

Section 8. Determination of Type of Lighting and Consideration of the Rate to be Paid. The type of lighting shall be the type now in place within the District, to be operated nightly from dusk to dawn, or such other lighting facilities as may be acquired in the future by the City or some other entity for use within the District. The District's costs and expenses of purchasing energy for the operation of the Street Lighting System are subject to change due to inflation, new construction, new technology, updated APS rate schedules as approved by the Arizona Corporation Commission, updated APS or City specifications as approved by the City Engineer, or acquisition of additional portions of the Street Lighting System.

Section 9. Recordation. A certified copy of this Resolution shall be recorded in the office of the Maricopa County Recorder within ten (10) days of its adoption to give notice of formation of the District, as required by A.R.S. § 48-574(M).

Section 10. Extension for Filing. If either the formation of the District occurs after November 1 of the year preceding the year in which initial assessments are to be levied, or the resolution ordering the Work is not filed with both the Arizona Department of Revenue and the Maricopa County Assessor prior to such November 1, the Mayor and Council hereby request that the Director of the Arizona Department of Revenue extend the deadline prescribed by A.R.S. § 42-17257(A) to December 20, 2021 to allow the City to file the required information. If for any reason the information contained in this Resolution is insufficient, or the District is not formed until after December 20, 2021, then a preliminary filing (prior to December 20) will be made pursuant to A.R.S. § 42-17257(C).

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, on September 21, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela Schmidt, City Attorney

Attachments
Exhibit A – Legal Description
Exhibit B – Assessor's Parcel Numbers and Owner Names
Exhibit C – Boundary Map

CERTIFICATION

I, Lucinda J. Aja, the duly appointed and acting Clerk of the City of Buckeye, Arizona, do hereby certify that the above and foregoing Resolution No. 60-21 was duly passed by the Mayor and Council of the City of Buckeye, Arizona, at a regular meeting held on September 21, 2021, and the vote was ____ aye's, ____ nay's, ____ abstained and ____ were absent and that the Mayor and ___ Council Members were present thereat.

DATED: September 21, 2021.

Lucinda J. Aja, City Clerk

OPTIMUS
CIVIL DESIGN GROUP



EXHIBIT A

CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT
NO. 2021-SLID-003
JACKRABBIT RANCH MARKETPLACE

LEGAL DESCRIPTION

A PARCEL OF LAND AS SHOWN ON THE MINOR SUBDIVISION FOR "JACKRABBIT RANCH MARKETPLACE" AS RECORDED IN BOOK 1571, PG. 32, MARICOPA COUNTY RECORDS, SAID PARCEL BEING A PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 2.5" MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE AT THE NORTHWEST CORNER OF SAID SECTION 28, FROM WHICH A FOUND 3" MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE AT THE NORTH QUARTER CORNER OF SECTION 28 BEARS N 90°00'00" E., (BASIS OF BEARING), A DISTANCE OF 2652.65 FEET;

THENCE N 90°00'00" E., ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 994.27 FEET;

THENCE S00°10'21"W., DEPARTING SAID NORTH LINE, A DISTANCE OF 660.67' FEET;

THENCE N89°56'50"W., A DISTANCE OF 993.41' FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28;

THENCE N00°05'52"E., ALONG SAID WEST LINE, A DISTANCE OF 659.75 FEET TO THE **POINT OF BEGINNING**;

THE ABOVE DESCRIBED PARCEL CONTAINS 656,142 SQUARE FEET OR 15.063 ACRES MORE OR LESS.

EXHIBIT B

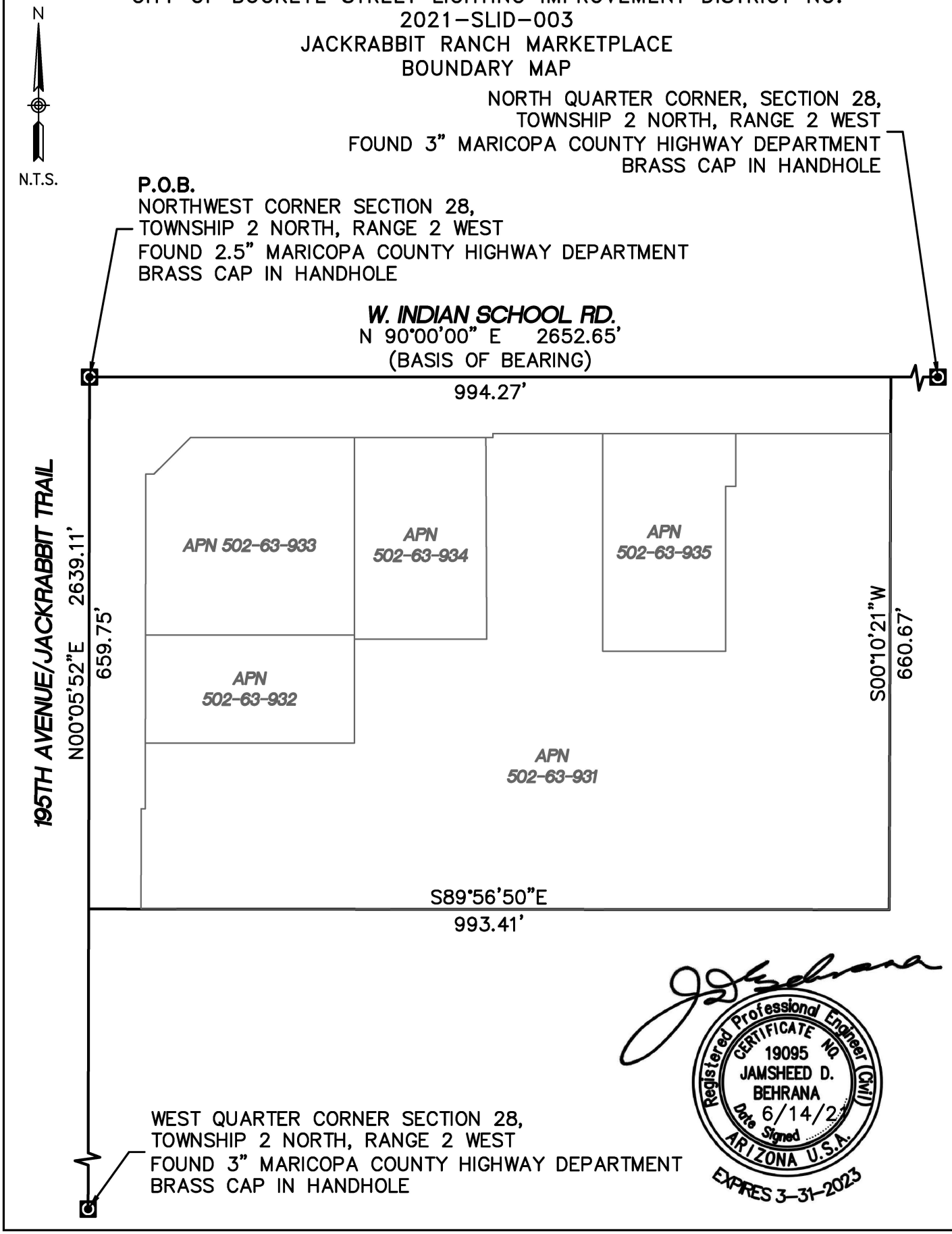
CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT
NO. 2021-SLID-003
JACKRABBIT RANCH MARKETPLACE

ASSESSOR PARCEL NUMBER	OWNER
APN 502-63-931	SIMONCRE RUBICON III LLC
APN 502-63-932	SIMONCRE RUBICON III LLC
APN 502-63-933	SIMONCRE RUBICON III LLC
APN 502-63-934	EQUITABLE INVESTORS AND ADVISORS LLC
APN 502-63-935	SIMONCRE RUBICON III LLC



EXHIBIT C

CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. 2021-SLID-003
JACKRABBIT RANCH MARKETPLACE
BOUNDARY MAP



CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.F. Resolution No. 61-21, Ordering the Work and Formation of Street Lighting Improvement District No. 2021-SLID-003 - Jackrabbit Ranch Marketplace
DATE PREPARED: 09/16/21	**DISTRICT NO.:** 6
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. 61-21 ordering the Work as described in Resolution No. 60-21 and forming City of Buckeye Street Lighting Improvement District No. 2021-SLID-003; and ordering recording and filing of this Resolution.

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:
Street Lighting Improvement Districts (SLIDs) are formed in the City of Buckeye to assess the owners within the development for the cost of the electricity for the street lights within the boundaries of a SLID, including any public road street lighting that is benefit to the SLID. SLIDs are established to purchase (not generate) energy for street or public park lighting within a SLID and adjacent streets so that the costs are not borne by the City in its general HURF fund; though there are administrative services provided by the City.

BENEFITS:
Both SLIDs and Maintenance Improvement Districts (MIDs) provide for the benefit of ensuring that there is a balance of revenue and expenditures to provide for the quality of life for the residents/owners of a particular development without an undue burden upon the existing community. SLIDs ensure that only the owners that have benefit from the lighting in their community pay for that service. Having the costs of street and public park lighting within a SLID borne by the owners in a development ensures that the revenue needed to fund these costs is always in place.

FUTURE ACTION:
The Resolution will be recorded and a conformed copy delivered to the Maricopa County Assessor and the Arizona Department of Revenue within ten (10) business days of Council action to ensure that this District is on the tax rolls for fiscal year 2022/2023

FINANCIAL IMPACT STATEMENT:
Assessment will be made on each of the parcels within the District during FY 22/23

CURRENT FISCAL YEAR TOTAL COST:
N/A

BUDGETED:
No

FISCAL YEAR:
FY22/23

FUND/DEPARTMENT:
SLIDs

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

ATTACHMENTS:
Jackrabbit Ranch Marketplace Petiton, Waiver and Consent 2021-SLID-003.pdf
RES 61-21 - Ordering the Work for 2021-SLID-003.pdf

When Recorded, Return to:

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

PETITION, WAIVER AND CONSENT TO FORMATION OF A STREET LIGHTING IMPROVEMENT DISTRICT BY THE CITY OF BUCKEYE

JACKRABBIT RANCH MARKETPLACE
2021-SLID-003

To: Honorable Mayor and Councilmembers
City of Buckeye, Arizona

Pursuant to Arizona Revised Statutes ("*A.R.S.*") Title 48, Chapter 4, Article 2 (the "*Improvement District Law*"), the undersigned, as authorized representatives of owners of real property (together, the "*Petitioners*") within the City of Buckeye, Arizona (the "*City*"), respectfully petition the Mayor and City Council (the "*City Council*") of the City to order the formation of a street lighting improvement district under the Improvement District Law. In support of this Petition, Waiver and Consent to Formation of a Street Lighting Improvement District by the City of Buckeye (this "*Petition*"), the Petitioners agree to waive certain rights under the Improvement District Law and hereby consent to the formation of a street lighting improvement district encompassing the land shown on *Exhibits A*, *B*, and *C*, attached hereto and incorporated by reference herein.

1. Name of District. The Petitioners hereby request the proposed district to be named the "City of Buckeye Street Lighting Improvement District No. 2021-SLID-003" (the "*District*").

2. Area of District. The property comprising the proposed District is described by a legal description, Assessor's parcel numbers, and a map or plat of the area, all as set forth in *Exhibits A*, *B*, and *C*. Such property is entirely within the corporate boundaries of the City. The Petitioners respectfully request that the property shown on *Exhibits A*, *B* and *C* be included within the District. The Assessor's parcel numbers set forth in *Exhibit B* are for convenience only. Should either the legal description set forth in *Exhibit A* or the Assessor's parcel numbers set forth in *Exhibit B* conflict with *Exhibit C*, *Exhibit C* shall govern.

3. Ownership. The Petitioners are the sole owners of all non-public real property within the proposed District.

4. Purpose. The District is proposed to be formed for the purpose of purchasing, and not generating, energy for street and public park lighting.

5. Public Convenience and Necessity. Public convenience, necessity and welfare will be promoted by the formation of the District, the inclusion of the property described in *Exhibits A*, *B*, and *C* within the District, and the levying of an annual ad valorem tax or equal apportionment of taxes upon all of the non-public real property within the District as provided in A.R.S. § 48-616(C).

6. Fees and Reimbursement. The Petitioners have paid all application fees for the formation of the District and further agree to reimburse the City for all reasonable legal and engineering fees and costs incurred by the City with respect to the formation of the District.

7. Expansion of or Annexation to the District. The Petitioners waive any objection to, or protest against, any future enlargement or enlargements of the District and also waive all notices of such enlargement or enlargements, whether required to be published, posted, or mailed with respect to the later enlargement of the District's boundaries. The Petitioners further waive any objection to, or protest against, the consolidation of the District with any other similar district or districts.

8. Waiver and Consent. The Petitioners, with full knowledge of their rights being waived hereunder, hereby expressly waive:

a) The right to challenge or object to any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the resolution of intention and the resolution ordering the work relating to the formation of the District;

b) The right to challenge or object to any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings that result in the adoption of any and all future resolutions of intention, resolutions ordering work, resolutions enlarging the District, and notices pertaining thereto;

c) Any necessity for publication, posting, mailing, or recording of any resolution(s) of intention, resolution(s) ordering work, resolution(s) enlarging the District, or notices of proposed improvements as described in A.R.S. §§ 48-578 and 48-581;

d) All protest rights whatsoever under A.R.S. § 48-579(A) and (B), which provide for protests against the work;

e) All objections to the extent of the District under A.R.S. § 48-579(C);

f) All objections to the lack of plans and specifications, the engineer's estimate and an assessment diagram, all of which are unnecessary for completion of the District's formation or purpose; and

g) Any necessity for any notice or hearing with respect to land owned by the Petitioners now within the proposed boundaries of the District.

9. Equal Apportionment. The Petitioners hereby petition the City Council to equally apportion the District's annual taxes based on the number and classification of properties within the District pursuant to A.R.S. § 48-616(J). The Petitioners further request that no publicly owned land or property owned by a homeowners' association shall be liable to pay any expenses of the District.

10. Waiver of Petition. This Petition shall be deemed to be a petition of more than one-half (1/2) of the taxable property units and more than one-half (1/2) of the assessed valuation within the District and as such shall also be deemed to be a waiver of any and all requirements to file a petition under A.R.S. § 48-576, as amended.

11. Public Benefit. The purchasing of energy to operate street lighting improvements within the District is of more than local or ordinary public benefit and should be charged against the property within the District, all of which will benefit thereby.

12. Successors and Assigns. To the extent permitted by law, this Petition shall be binding on all successors or assigns of the Petitioners who hereafter own or have an interest in the property described in *Exhibits A*, *B*, and *C* attached hereto.

13. Recordation. This Petition may be recorded in the office of the Maricopa County Recorder and in the office of the Superintendent of Streets of the City.

14. Counterparts. For convenience, this Petition may be executed in one or more counterparts and each executed counterpart shall for all purposes be deemed an original and shall have the same force and effect as an original, but all of which together shall constitute in the aggregate but one and the same instrument.

The Petitioners hereby request the City Council of the City to adopt a resolution of intention to order the proposed improvements and to proceed with the improvements requested herein.

IN WITNESS WHEREOF, the undersigned representatives of the Petitioners have executed this Petition as of the dates shown below.

[Signature Pages to Follow]

SIMONCRE RUBICON III LLC,
an Arizona limited liability company

By: _____

Name: Joshua Simon

Title: Manager

Date: August 18, 2021

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 18th day of August, 2021, before me personally appeared Joshua Simon, the Manger of SIMONCRE RUBICON III LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the Petition on behalf of the limited liability company.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

Notary Public State of Arizona
Maricopa County
Michelle Darlene Desjardins
My Commission Expires 04/09/2025
Commission Number 600260

(Seal and Expiration Date)

M. Desjardins
Notary Public in and for the State of Arizona

SBS:sbm 4203130.1 8/5/2021

EQUITABLE INVESTORS AND ADVISORS LLC,
a South Dakota limited liability company

By: _____

Name: MARK Schwartz

Title: President / Owner

Date: 8/18, 2021

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

On this 18 day of August, 2021, before me personally appeared Mark Schwartz the _____ of EQUITABLE INVESTORS AND ADVISORS LLC, a South Dakota limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the Petition on behalf of the limited liability company.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

_____
Notary Public in and for the State of Arizona

(Seal and Expiration Date) June 20, 2023

REBECCA MONTES
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 585509
Expires June 20, 2023

SBS:sbm 4203130.1 8/5/2021

RECEIPT this ____ day of _____, 2021, of the foregoing Petition is hereby acknowledged by the City Clerk of the City of Buckeye, Arizona, who will deliver said Petition to the City Council for action.

_____

Lucinda J. Aja, City Clerk

OPTIMUS
CIVIL DESIGN GROUP



EXHIBIT A

CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT
NO. 2021-SLID-003
JACKRABBIT RANCH MARKETPLACE

LEGAL DESCRIPTION

A PARCEL OF LAND AS SHOWN ON THE MINOR SUBDIVISION FOR "JACKRABBIT RANCH MARKETPLACE" AS RECORDED IN BOOK 1571, PG. 32, MARICOPA COUNTY RECORDS, SAID PARCEL BEING A PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 2.5" MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE AT THE NORTHWEST CORNER OF SAID SECTION 28, FROM WHICH A FOUND 3" MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE AT THE NORTH QUARTER CORNER OF SECTION 28 BEARS N 90°00'00" E., (BASIS OF BEARING), A DISTANCE OF 2652.65 FEET;

THENCE N 90°00'00" E., ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 994.27 FEET;

THENCE S00°10'21"W., DEPARTING SAID NORTH LINE, A DISTANCE OF 660.67' FEET;

THENCE N89°56'50"W., A DISTANCE OF 993.41' FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28;

THENCE N00°05'52"E., ALONG SAID WEST LINE, A DISTANCE OF 659.75 FEET TO THE **POINT OF BEGINNING**;

THE ABOVE DESCRIBED PARCEL CONTAINS 656,142 SQUARE FEET OR 15.063 ACRES MORE OR LESS.

EXHIBIT B

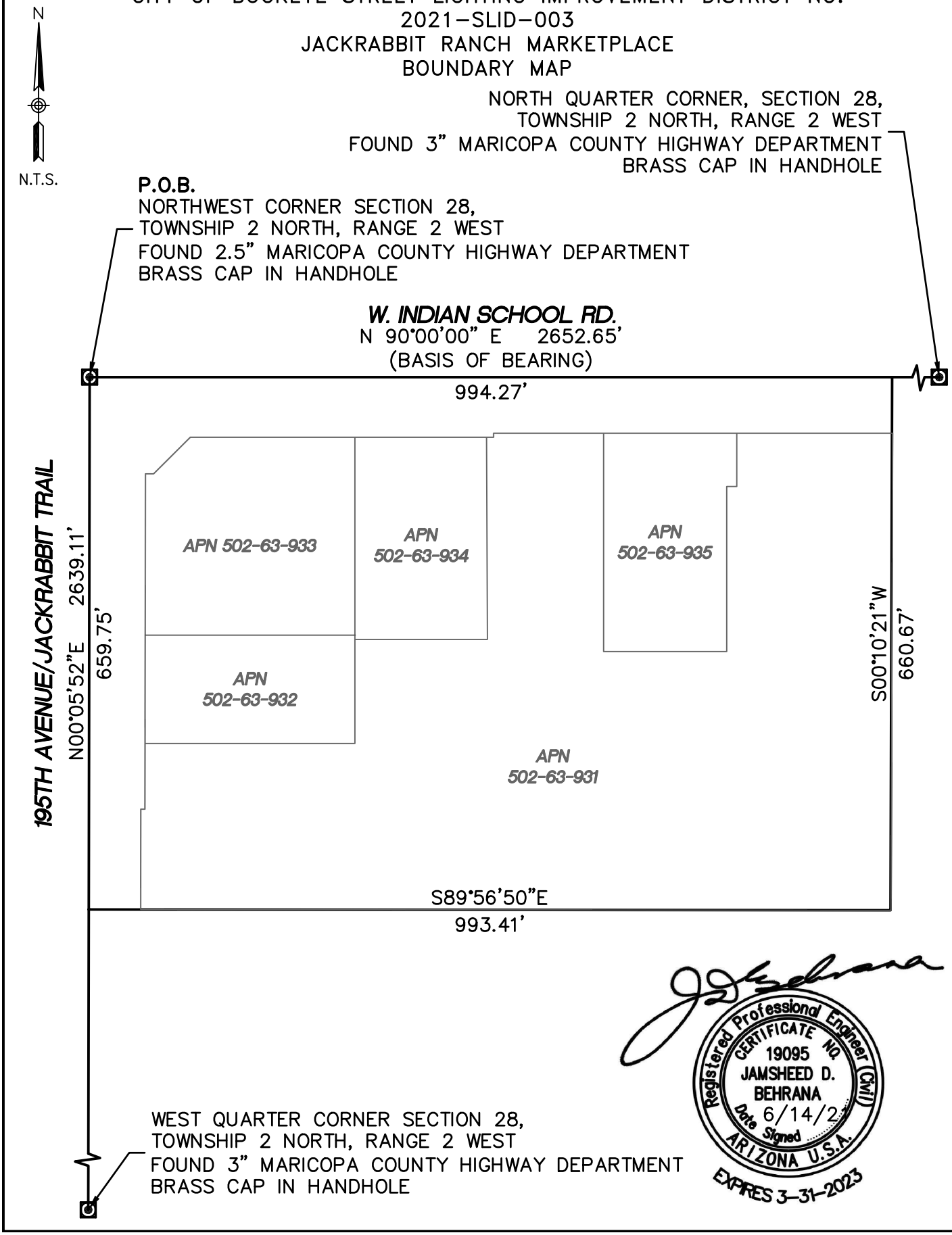
CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT
NO. 2021-SLID-003
JACKRABBIT RANCH MARKETPLACE

ASSESSOR PARCEL NUMBER	OWNER
APN 502-63-931	SIMONCRE RUBICON III LLC
APN 502-63-932	SIMONCRE RUBICON III LLC
APN 502-63-933	SIMONCRE RUBICON III LLC
APN 502-63-934	EQUITABLE INVESTORS AND ADVISORS LLC
APN 502-63-935	SIMONCRE RUBICON III LLC



EXHIBIT C

CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. 2021-SLID-003
JACKRABBIT RANCH MARKETPLACE
BOUNDARY MAP



Registered Professional Engineer (Civil)
CERTIFICATE NO.
19095
JAMSHEED D.
BEHRANA
Date Signed 6/14/2
ARIZONA U.S.A.
EXPIRES 3-31-2023

When Recorded, Return to:

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

RESOLUTION NO. 61-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, ORDERING THE WORK AS DESCRIBED IN RESOLUTION NO. 60-21 AND FORMING CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. 2021-SLID-003; ORDERING RECORDING AND FILING OF THIS RESOLUTION.

WHEREAS, on September 21, 2021, the Mayor and City Council of the City of Buckeye, Arizona (the "*City*") passed and adopted Resolution No. 60-21 (the "*Resolution of Intention*"), which Resolution of Intention declared the Mayor and Council's intention to form the City of Buckeye Street Lighting Improvement District No. 2021-SLID-003 (the "*District*"), within the area known as Jackrabbit Ranch Marketplace, solely for the purpose of purchasing energy for lighting of the public streets within and adjacent to the District; and

WHEREAS, a petition (the "*Petition*") for the formation of the District was presented to the Mayor and Council, which Petition purported to be signed by all of the non-public real property owners in the proposed District, exclusive of mortgagees and other lienholders; and

WHEREAS, the Mayor and Council found that the Petition was signed by all such owners and have verified such finding of such fact; and

WHEREAS, in the Petition the signer waived all protests against the proposed Work (as defined in the Resolution of Intention), all objections to the extent of the District, all publication, posting and mailing of the Resolution of Intention, and the passage of time between adoption of the Resolution of Intention and this Resolution; and

WHEREAS, pursuant to A.R.S. §§ 48-616 and -617, the Mayor and Council hereby find and determine that they have jurisdiction to order the Work of purchasing energy for lighting of public streets and parks within the District and hereby order the formation of the District described in the Resolution of Intention;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, as follows:

Section 1. Ordering the Work and District Formation. All protests against the Work, or the formation of the District, and all objections to the extent of the District being waived by the owners of all non-public real property within the District, exclusive of mortgagees and lienholders, pursuant to A.R.S. §§ 48-616 and -617, the Work, as described in the Resolution of

Intention, is hereby ordered and the formation of the City of Buckeye Street Lighting Improvement District No. 2021-SLID-003 is hereby ordered. The District shall encompass the property described on *Exhibits A*, *B*, and *C*, attached hereto and incorporated by reference herein. The Assessor's parcel numbers shown on *Exhibit B* are for convenience only. If either *Exhibit A* or *Exhibit B* or both conflict with *Exhibit C*, *Exhibit C* shall govern and be determinative of a parcel's inclusion within, or exclusion from, the District, subject to the restrictions of Section 2 of this Resolution.

Section 2. Excluded Property. No publicly owned land or property owned by a homeowners' association will be liable to pay any portion of the District's costs and expenses. This exclusion shall apply to all public streets, avenues, alleys, or public easements within the District that may hereafter be dedicated to public use.

Section 3. Annual Tax or Annual Assessment. Subject to the restrictions of Section 2 of this Resolution, the City shall annually, commencing in tax year 2022 and for the City's 2022-2023 fiscal year, make annual statements and estimates of the expenses of the District and shall submit the same to the Board of Supervisors of Maricopa County for the levy and collection of ad valorem taxes upon the assessed value of all taxable property, real and personal, in the District or by equal apportionment of taxes based on the number and classification of properties within the District, and shall publish notice of the statements and estimates, hold hearings on them and adopt them at the times and in the manner provided for incorporated cities and cities' statements and estimates by applicable portions of Title 42, Chapter 17, Article 3, Arizona Revised Statutes, and shall annually set, fix and cause to be levied and assessed the amount to be raised by ad valorem taxes upon all of the taxable property of the District or by an equal annual charge and shall cause to be collected, as county taxes are collected, the amounts shown by the statements and estimates so adopted by the Mayor and Council. As provided in A.R.S. § 48-616, all statutes providing for the levy and collection of general county taxes, including collection of delinquent taxes and sale of property for nonpayment of taxes, are applicable to the District taxes as provided to be levied by this section.

Section 4. Recording and Filing. The City Clerk is ordered and directed to cause a certified copy of this Resolution to be recorded in the office of the Maricopa County Recorder. The City Clerk is further ordered and directed to file certified copies of this Resolution with the Arizona Department of Revenue (the "*Department*") and the Maricopa County Assessor, pursuant to A.R.S. § 42-17257, together with all other information prescribed by the Director of the Department relating to the boundaries of newly created taxing jurisdictions.

Section 5. Extension for Filing. If either the formation of the District occurs after November 1 of the year preceding the year in which initial taxes are to be levied, or this Resolution is not filed with both the Department and the Maricopa County Assessor prior to such November 1, the Mayor and Council hereby request that the Director of the Department extend the deadline prescribed by A.R.S. § 42-17257(A) to December 20, 2021 to allow the City to file the required information. If for any reason the information contained in this Resolution is insufficient, or the District is not formed until after December 20, 2021, then a preliminary filing (prior to December 20) will be made pursuant to A.R.S. § 42-17257(C).

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona on September 21, 2021.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela Schmidt, City Attorney

Attachments
Exhibit A: Legal Description
Exhibit B: Assessor's Parcel Numbers and Owners Names
Exhibit C: Boundary Map

CERTIFICATION

I, Lucinda J. Aja, the duly appointed and acting Clerk of the City of Buckeye, Arizona, do hereby certify that the above and foregoing Resolution No. 61-21 was duly passed by the Mayor and Council of the City of Buckeye, Arizona, at a regular meeting held on September 21, 2021, and the vote was _____ aye's, ____ nay's, _____ abstained and _____ were absent and that the Mayor and ___ Council Members were present thereat.

DATED: September 21, 2021.

_____
Lucinda J. Aja, City Clerk

OPTIMUS
CIVIL DESIGN GROUP



EXHIBIT A

CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT
NO. 2021-SLID-003
JACKRABBIT RANCH MARKETPLACE

LEGAL DESCRIPTION

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THENCE N00°05'52"E., ALONG SAID WEST LINE, A DISTANCE OF 659.75 FEET TO THE **POINT OF BEGINNING**;

THE ABOVE DESCRIBED PARCEL CONTAINS 656,142 SQUARE FEET OR 15.063 ACRES MORE OR LESS.

EXHIBIT B

CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT
NO. 2021-SLID-003
JACKRABBIT RANCH MARKETPLACE

ASSESSOR PARCEL NUMBER	OWNER
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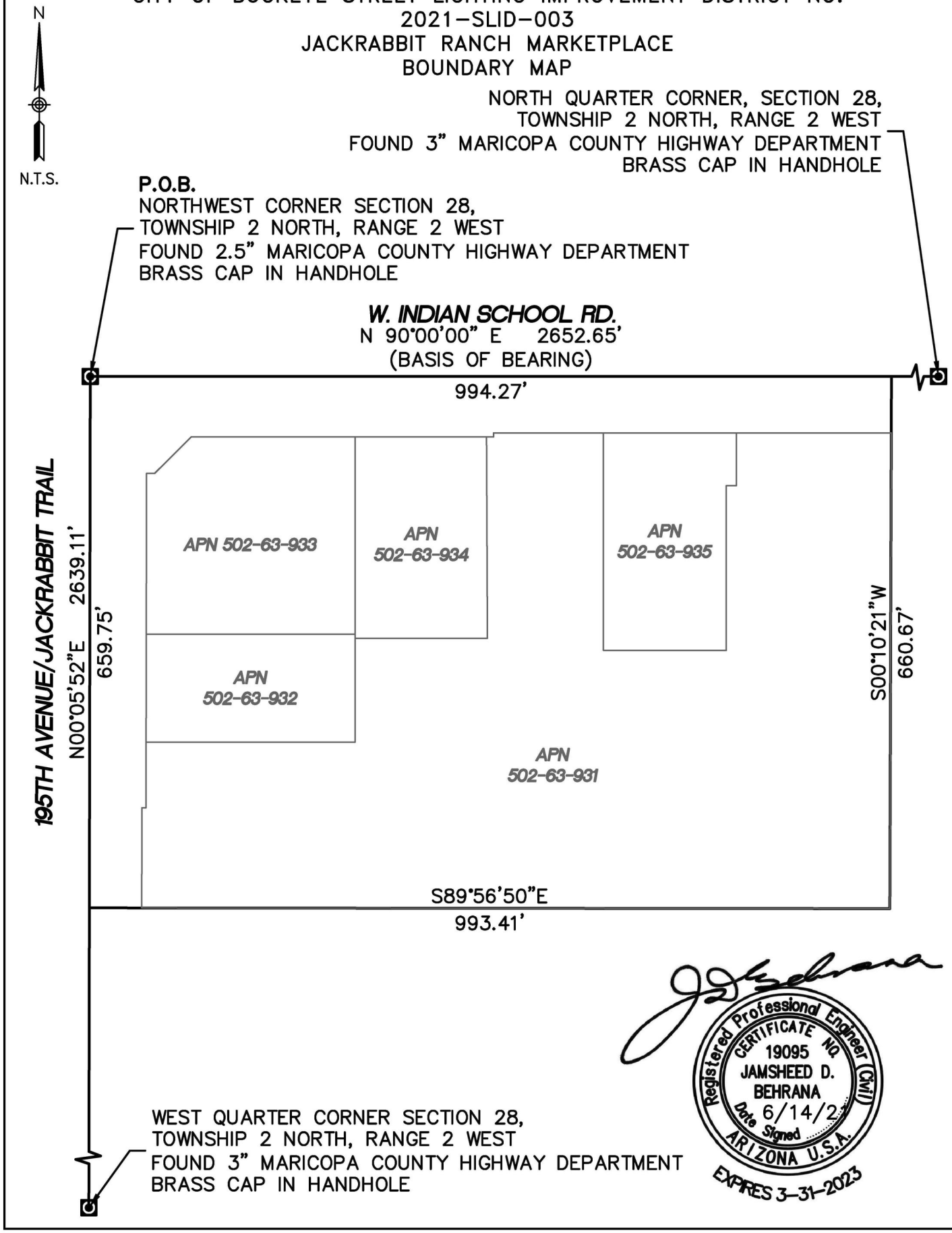
APN 502-63-932	SIMONCRE RUBICON III LLC
APN 502-63-933	SIMONCRE RUBICON III LLC
APN 502-63-934	EQUITABLE INVESTORS AND ADVISORS LLC
APN 502-63-935	SIMONCRE RUBICON III LLC



EXHIBIT C

CITY OF BUCKEYE STREET LIGHTING IMPROVEMENT DISTRICT NO. 2021-SLID-003
JACKRABBIT RANCH MARKETPLACE
BOUNDARY MAP



Registered Professional Engineer (Civil)
CERTIFICATE NO.
19095
JAMSHEED D.
BEHRANA
Date Signed 6/14/2
ARIZONA U.S.A.
EXPIRES 3-31-2023

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.G. Cummins Inc. - Planned Generator Maintenance
DATE PREPARED: 09/16/21	**DISTRICT NO.:** ALL
STAFF LIAISON: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (602) 349-6225	
DEPARTMENT: Construction and Contracting	**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 Cooperative Contract Purchase Addendum (Contract No. 2022006) between the City of Buckeye an Arizona municipal corporation, and Cummins, Inc., an Indiana corporation, through the City of Glendale (Contract No. C19-0613) for planned generator maintenance; and authorizing the Mayor to execute and deliver said Contract on behalf of the City.

RELEVANT GOALS:
GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:
The City of Buckeye's Water Resources Department must provide generator maintenance that will allow them to continue to have back up power whenever Arizona Public Services (APS) power is lost. The power is needed to keep citizens with adequate water pressure.

BENEFITS:
Allows staff to keep generators functioning to keep citizens with adequate water pressure when power is lost through APS.

FUTURE ACTION:
None

FINANCIAL IMPACT STATEMENT:
$120,000

$10,000 - 40003212-520515
$30,000 - 40003213-520515
$7,500 - 40003214-520515
$10,000 - 40003215-520515
$12,500 - 40003216-520515
$7,500 - 40003217-520515
$35,000 - 40003218-520515
$7,500 - 40003219-520515

CURRENT FISCAL YEAR TOTAL COST:
$120,000

BUDGETED:
Yes

FISCAL YEAR:
21/22

FUND/DEPARTMENT:
Multiple

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

ATTACHMENTS:

Cummins, Inc. Contract No. 2022006.pdf
Contract # _ C19-0613-2 - CUMMINS, INC - Execution Date_ 6_25_2021.pdf

COOPERATIVE CONTRACT PURCHASE ADDENDUM
BETWEEN THE CITY OF BUCKEYE
AND
CUMMINS, INC

GENERATOR MAINTENANCE
CONTRACT NO. 2022006

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is made between the City of Buckeye, an Arizona municipal corporation (the "City") and Cummins an Indiana corporation (the "Contractor").

WHEREAS after a competitive procurement process, the City of Glendale entered into Contract No. C19-0613 dated June 25, 2019, with the Contractor for generator maintenance (the "City of Glendale Contract"), as more detailed in the Cummins, Inc. proposal, attached hereto as Exhibit A and incorporated herein by reference.

WHEREAS the City is permitted by Section 24-3-15 et seq. of the City Procurement Code to make purchases via cooperative purchasing pursuant to a cooperative purchasing Contract.

THEREFORE, the City desires to enter into the Contract with the Contractor under the City of Glendale, Cooperative Contract No. C19-0613, for generator maintenance and issues the following addendum to the Original Contract. This Contract shall be effective as of the date first set forth for approval and remain in effect until the City of Glendale Contract is not renewed.

THEREFORE, the City of Buckeye by its Mayor and City Clerk have hereunto subscribed their names this _____.

CITY:
THE CITY OF BUCKEYE, ARIZONA
An Arizona Municipal corporation

By: _____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda Aja, City Clerk

RECOMMENDED:

_____
Christopher A. Williams, Manager
Construction & Contracting

APPROVED AS TO FORM:

_____

City Attorney

CONTRACTOR:
CUMMINS, INC.

Fred Risse
_____

Name

Fred Risse
_____

Signature

Director Western US Solutions
_____

Title

Adobe Sign Transaction Number: CBJCHBCAABAAa7xcLf7KbwTT2Ryr6kjt7ZfFECVGeSoc

EXHIBIT A

COOPERATIVE CONTRACT PURCHASE ADDENDUM
GENERATOR MAINTENANCE

[CITY OF GLENDALE CONTRACT AND EXTENSION]

See following Pages

C19-0613

AGREEMENT FOR
GENERATOR MAINTENANCE
City of Glendale Solicitation No. RFP 19-20

This Agreement for Generator Maintenance ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Cummins, Inc., an Indiana corporation, authorized to do business in Arizona, (the "Contractor"), as of the 25th day of June, 2019.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 19-20 (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $650,000, (includes the initial term and subsequent renewals), as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $1,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and $1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

f. Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

g. Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Cummins, Inc.
c/o Doug Varner
651 N 101st Ave
Avondale, AZ 85323
623-474-2686
douglas.varner@cummins.com

b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Anthony Weathersby
5850 W. Glendale Ave, Suite 317
Glendale, Arizona 85301
623-930-2864

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. Entire Agreement; Survival; Counterparts; Signatures.

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. Term.

15.1 The term of this Agreement commences upon the Effective Date and continues for a one (1)-year initial period. The City may, at its option and with the consent of the Contractor, extend the term of this Agreement four (4) additional one-year periods, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be considered during the Agreement renewal period and any such price adjustment may be a determining factor for any renewal. Price adjustments, if agreed to by the City, will only be effective if made in a signed writing. There are no automatic renewals of this Agreement.

15.2 Extension for Procurement Processes. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

16. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project

Exhibit B Compensation

(Signatures appear on the following page.)

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Cummins, Inc.,
an Indiana corporation

Matthew E. Harlow

By: Matthew E. Harlow
Its: PM Sales & Service Advisor

EXHIBIT A

GENERATOR MAINTENANCE

PROJECT

The Contractor will provide periodic maintenance and emergency repair for generators located throughout the City of Glendale. Generators will have regularly scheduled maintenance in March, June, September and December. All maintenance must comply with the Scope of Work for RFP 19-20.

Sales and Service

January 23, 2019

City of Glendale
Procurement Division
5850 West Glendale Ave
Suite 317
Glendale, AZ 85301

Re: RFP #19-20

Cummins, as a global power leader, is committed to meeting all performance obligations through due diligence, our Code of Business Conduct, and maintaining positive and ongoing relationships to service customers.

Pursuant to our participation in the RFP identified above, we have provided a redline of the sample contract which intends to clarify the agreement with regard to our products and services while aligning its terms with our contract policy. The verbiage suggested here is open for negotiation/redline as we'd prefer mutually agreeable contract terms.

If any information is needed pertaining to the above or you have any questions regarding our submittal, please contact Kendell Lawyer, Paralegal for Cummins Inc., Rocky Mountain Region at kendell.lawyer@cummins.com.

Regards,

Regional General Manager

Signature/Title

ORIGINAL

Cummins Sales and Service
390 Interlocken Crescent, Suite 200
Broomfield, CO 80021
303 287 0201
salesandservice.cummins.com

Service Locations: Phoenix, AZ, Mesa, AZ, Tucson, AZ Denver, CO, Grand Junction, CO, Boise, ID, Billings, MT, Missoula, MT, Albuquerque, NM, Elko, NV, North Las Vegas, NV, Reno, NV, Minot, ND, Salt Lake City, UT, Gillette, WY, Rock Springs, WY

Cummins Inc.
651 North 101st Avenue
Avondale, AZ 85323
Phone - 623-474-2700

February 14, 2019

City of Glendale
Materials Management
5850 West Glendale Avenue
Suite 317
Glendale, Arizona 85301

Subject: Generator Maintenance
Solicitation Number: RFP 19-20

Enclosed you will find a Planned Maintenance Agreement proposal for your company's emergency generator(s) including all requested documentation for RFP 19-20 There are three paper copies (one original) and one flash drive copy.

Cummins is and has been a premier power generation systems and engine distributor committed to delivering fast, comprehensive and proven maintenance solutions to its customers for over 16 years as a distributor for Cummins Inc., established 1919. We can attain OEM parts from several manufactures including, but not limited to Cummins, Onan, Caterpillar, Generac, Detroit, Kohler, etc.

Cummins carries a large inventory of equipment to assist our customers with any need they may have. Our reliable rental fleet maintains an inventory of back up / rental generators of 150 generators ranging in size from 35kW to 2000kW. We have a team that is available 24 hours a day, 7 days a week to be of assistance at any moment. In addition to our rental fleet, Cummins also maintains three lube trailers, eleven load banks, two fuel polishers and a large inventory of parts for preventative maintenance and emergency repair.

Cummins Inc. is a premier power generation systems and engine distributor committed to delivering fast, comprehensive and proven maintenance solutions to its customers.

Respectfully,
Cummins Inc.
Power Generation Division

J. Leon

Justin Leon
PM Contract and Service Sales

GENERAL SCOPE OF SERVICES

Power Generation Systems
Generator & Transfer Switch Planned Maintenance

INSPECTION
(Monthly, Quarterly, or One-Time Per Year)

Battery & Battery Charger System
- Check battery charger functions
- Cable connections, termination cleanliness & security
- Check electrolyte level, vent caps of all cells in the starting batteries
- Load test batteries

Fuel System
- Inspect main tank/day tank fuel level
- Inspect day tank controls & pumps, test operate day tank controls (where available)
- Inspect all fuel hoses, clamps, pipes, components, filters & fittings
- Inspect governor linkage
- Visually inspect rupture/containment basin
- Water in fuel test base tank and/or day tanks
- Optional: fuel sample for laboratory analysis

Engine Cooling System
- Inspect all hoses & clamps for leaks, coolant level & condition
- Inspect radiator cap & filler neck condition
- Inspect drive belts, observe alignment & deflection
- Check coolant heater operations
- Utilize DCA test strip to record coolant properties
- Inspect radiator surfaces, coils, tanks, shrouds & barriers for condition & obstructions
- Visually inspect low temperature after cooler
- Optional: coolant sampling for laboratory analysis

Engine Lubrication System
- Inspect lubrication system (visually check oil level and condition, check filter condition)
- Inspect crankcase ventilation system

Intake/Exhaust System
- Inspect air cleaner element & entire intake system
- Inspect exhaust system & rain cap
- Inspect louver operations

Generator Controls & Power Connections
- Visually inspect all engine mounted wiring, senders & devices
- Visually inspect all unit mounted control components & wiring
- Test all lights & indicators
- Visually inspect breaker, power connections, governor & voltage regulator

Generator Operations
- Start & observe generator engine operation
- Verify engine & generator safeties for proper operation
- System transfer test, or no-load run test

Automatic Transfer Switch
(Paralleling Switchgear, Bypass Switchgear, Manual Transfer Switches)
- Visually inspect all power & control wiring
- Visually inspect switch mechanism & enclosure
- Visually inspect controls & time delay settings
- Verify function of exercise clock
- Conduct transfer testing (owner's discretion) to verify switch setting & operations

FULL SERVICE
(Includes All Inspection Items)

Operational & Functional Review of Generator Critical Components
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect/lubricate drive bearings, gear or belt drives, lovejoy & other connecting hardware

Lubrication Oil & Filtration Service
- Change engine lubrication oil, governor oil, & oil bath air filter oil, if applicable
- Change primary lubrication & bypass filters
- Change fuel filters
- Post lube service operation of genset (unloaded) at rated temperature
- Optional: oil sample for laboratory analysis
- If applicable, change coolant filters to adjust DCA concentration

Other Services Available: Load bank testing, fuel polishing, custom upgrades & generator set rentals
All services can be customized to your application and requirements.

PLANNED EQUIPMENT MAINTENANCE AGREEMENT TERMS AND CONDITIONS

This Agreement, when accepted by you and approved by a Cummins Inc. (the "Company") authorized representative, will constitute the entire exclusive agreement between us for the services. All prior oral or written understandings are superseded by this agreement. The parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. This Agreement may not be amended unless agreed to in writing by an authorized representative of the Company.

Scope of Services
The Company shall perform maintenance on the equipment listed on the front side of this Agreement. The scope of these maintenance services is more fully described in the "Scope of Services". No other work, materials or activities are included in this agreement unless agreed to in supplemental documentation.

Agreement Term
This Agreement shall remain in force for the term noted on the Planned Maintenance Agreement pricing sheet unless either party gives to the other party at least thirty (30) days written notice of termination, which notice shall cause the termination of this Agreement at the end of the thirty (30) day period.

Coverage and Limitations
For ninety (90) days after the date of service, Cummins Inc. agrees to correct, either by repair or replacement, any defects of material or workmanship installed or performed by Cummins Inc. under this Agreement which may develop under normal and proper use. To be effective, Owner must first give written notice within forty-eight (48) hours of Owner's discovery of such defect, and Owner's claim of defect must be substantiated by Cummins Inc. inspection. Repair or replacement by Cummins Inc. shall constitute Owner's sole remedy. Cummins Inc. shall not be responsible for incidental, special or consequential damages, nor shall it be liable for economic loss. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. The company is not responsible for any expenses for damaged, including material or labor, to repair damage caused by abuse, accident, theft, acts of third party, operation of equipment in a manner outside of the operations recommendation of the Company for such equipment, or force of nature, or if repairs or servicing are performed by a party other than the Company. The Company shall not be responsible for failure to render service or repairs for causes beyond its control, including strikes and labor disputes.

Payment Terms
Payment terms are net 30 days from date of invoice.

Jobsite Safety
Cummins Inc. shall take all precautions it deems reasonably necessary for jobsite safety of its employees or agents, and shall provide all reasonable protection necessary to prevent damage, injury or loss at the jobsite by its employees or agents. Upon Owner's request, Cummins Inc. will submit insurance certificates evidencing insurance coverage. While service work is being performed, Cummins Inc. reserves the right to request the continuous presence of a representative when Cummins Inc. Owner's deems this to be required. Cummins Inc. technicians will perform a Job Site Safety Analysis and may ask for assistance to remedy any unsafe conditions. Cummins Inc. reserves the right to discontinue service if unsafe conditions persist.

General
You represent that you own the equipment subject to this Agreement, or, if you are not the owner, that you have the authority to enter into this Agreement.

Any notice or other communication given hereunder shall be in writing and mailed to address shown on this Agreement. Any such notice shall be deemed given when deposited in the United States mail. Any notices to be provided to the Company shall be mailed to:

Cummins Inc.
Attn. PEM Administration Group
8211 East 96th Avenue
Henderson, CO 80640

This Agreement shall be deemed to have been entered into and shall be construed in accordance with the laws of the state of where the property is located.

Additional Services and Repairs
Any additional repairs, parts or services which are required will be brought to the attention of the owner. Repairs bill only be made after proper authorization from the owner is given to Cummins Inc. Any additional repairs, maintenance or service performed by Cummins Inc. for a Planned Equipment Maintenance Agreement holder will be at current Cummins Inc. rates in effect at that time.

Rev April 2017

GLENDALE	**City of Glendale** **Solicitation Number: RFP 19-20** **GENERATOR MAINTENANCE** **RESPONSE WORKBOOK**	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

Offeror's to complete this Response Workbook and submit as their response to this RFP.

COVER SHEET

OFFEROR NAME: (CUMMINS Inc. Cummins Sales and Service(Rocky Mountain Region)

OFFEROR ADDRESS: 651 North 101st Avenue Avondale arizona 85323

CITY OF GLENDALE
PROCUREMENT DIVISION
REQUEST FOR PROPOSAL

SOLICITATION NUMBER:	**RFP 19-20**
TITLE:	**GENERATOR MAINTENANCE**
PUBLISHED DATE:	**JANUARY 17, 2019**
SITE VISIT (ALL FACILITIES):	*Offerors are strongly encouraged to conduct site visit/s*
PRE-OFFER CONFERENCE:	**JANUARY 24, 2019, 1:00 PM Local Time** Glendale City Hall, 5850 W. Glendale Avenue, 3rd Floor, Conference Room 3A, Glendale, Arizona 85301 *Attendance is NOT required*
OFFER DUE:	**February 7, 2019, 2:00 PM Local Time** Glendale City Hall, 5850 W. Glendale Avenue, Suite 317, 3rd Floor, Engineering Service Counter, Glendale, Arizona 85301 ***NOTE:** This is a sealed proposal process requiring proposals to be delivered before the date/time shown above. All proposals will be date/time stamped upon receipt.*
SUBMITTAL HOURS:	8:00 AM TO 5:00 PM Local Time Monday through Friday (except observed holidays) **City offices will be closed on January 21st**
CONTACT:	Anthony Weathersby, Contract Analyst Procurement Division 623-930-2864 aweathersby@glendaleaz.com

Proposals shall be opened publicly at the time, date, and location identified herein; and, the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Offerors.
OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

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Exhibit Package

Exhibit 1: Special Notices
Exhibit 2: RFP Terms and Conditions
Exhibit 3: Insurance Requirements
Exhibit 4: Template Agreement

Fillable Forms

Response Workbook – To be completed by Offeror and submitted as their response.
Cover Sheet
Offer Sheet
Required Responses

Fee Proposal Workbook – To be completed by Offeror and submitted as their response.

INTRODUCTION

The City of Glendale is issuing this Request for Proposal to establish a term contract for the emergency repair and periodic maintenance of generators located throughout the City of Glendale from a licensed and qualified Contractor. This will be a Multiple Award Contract. The City Staff Representative will provide the Contractor with specific periodic and annual maintenance schedules per contract year. The Contractor will be available for emergency repair 24 hours per day, 365 days per year.

The contractor shall check the YES or NO boxes for each specification on each page of section 1. If the contractor checks the NO box for any specification, the contractor must provide an explanation and alternate information as an attachment. Failure to comply with the following specifications may result in the rejection of bid.

CITY MISSION, VISION AND VALUES

All work will be performed through the understanding and adherence to the City of Glendale's Mission, Vision and Values as listed in Appendix A.

SCOPE OF WORK

Item No.	SPECIFICATIONS	Comply
1.1	The Contractor shall have the resources and capability to provide the services described herein. Contractor acknowledges and agrees that it meets, and shall maintain for the duration of this contract, the following minimum conditions and requirements:	
1.1.1	Contractor has been in business for a minimum of three years performing maintenance and emergency repairs to the Generators herein prior to the award of this contract.	**X** Yes [X] No [ ]
1.1.2	Contractor has all certifications, licenses, permits required by federal, state, and local agencies. Copies of required documentation should be attached in this RFP; and, if any bid is received without them will be deemed non-responsive.	Yes [X] No [ ]
1.1.3	There shall be no unsatisfied judgments or liens against the Contractor.	Yes [X] No [ ]
1.1.4	Contractor shall have sufficient experienced and licensed technicians, equipment, parts, materials, labor, and transportation to be able to repair, replace, and perform periodic maintenance, and emergency repairs, on all components of City of Glendale Generators 24 hours per day, 365 days per year. Names and phone numbers of appropriate technicians will be provided by the Contractor to the Contract Administrator.	Yes [X] No [ ]
1.1.5	The Contractor may **NOT** use a subcontractor under this Contract.	Yes [X] No [ ]
1.1.6	Contractor will provide a list of generators (w/Kw size) for supply of stand-by power generation (if needed)	Yes [X] No [ ]

Item No.	SPECIFICATIONS	Comply
1.1.7	Contractor shall submit itemized invoices to the City for all work performed under this contract with itemized materials and labor listed separately and clearly. Hourly rate shall commence upon the contractor's arrival at jobsite--no travel time will be allowed under this contract. A flat rate trip charge, service call fee, or travel time charge will not be allowed under this contract. The hourly rate will commence when the Contractor arrives at the City jobsite. The contractor shall notify the City contract administrator by phone upon arrival and upon completion of each service request. Contractor shall submit sample invoice with descriptive information as outlined.	Yes [X] No [ ]
	MAINTENANCE SPECIFICATION	
1.2	The Contractor will perform periodic maintenance, and emergency repairs to Generators in a timely manner, ensuring that reliable stand-by power will be available when needed. If the duration of repairs is not acceptable, the Contractor is to arrange for equal or greater than the existing power generation temporary power generation.	Yes [X] No [ ]
1.2.1	The Contractor shall perform all services in accordance with the manufacturer's recommended specifications and with best standards and practices of the trade(s) involved in installing, inspecting, maintaining, and repairing generators and components.	Yes [X] No [ ]
1.2.2	The Contractor will ensure that liquids-per-hour-used are consistent with the manufacturer's operations and maintenance manual for each generator. The Contractor shall also ensure that liquids-per-hour-used are consistent with the manufacturer's operations and maintenance manual for each Generator.	Yes [X] No [ ]
1.2.3	The Contractor will be responsible for sourcing out new original equipment from the manufacturer or equivalent, replacement components and parts. This includes maintaining sufficient inventory of repair parts and equipment to perform routine emergency generator service, and repairs to brand, types and sizes of generators on the attached equipment list (Section 1.4).	Yes [X] No [ ]
1.2.4	The Contractor will warrant all installation, repairs, and workmanship for a minimum of one year. Warranty certificates shall be provided by the Contractor. Any bid received without warranty certificates will be deemed unresponsive.	Yes [X] No [ ]
1.2.5	The Contractor will adhere to City policies pertaining to security and protection of City owned equipment while performing the work.	Yes [X] No [ ]
1.2.6	The Contractor will keep the areas involved with the Generator and its surrounding facilities in clean order, ensuring the removal and disposal of debris/waste and recycling of used oil associated with the emergency repair or periodic maintenance.	Yes [X] No [ ]

Item No.	SPECIFICATIONS	Comply
1.2.7	The Contractor will provide a comprehensive report entailing detailed equipment status on the below list of categories after every periodic maintenance and emergency repair occurrence containing the following information: Generator Location Date of Inspection Technician's Name and phone number Generator's Model # Generator's Serial # Engine Model and Serial # Transfer Switch Model and Serial #	Yes [X] No [ ]
1.2.8	The Contractor will provide a checklist after every periodic maintenance and emergency repair occurrence: Cooling System Engine Lubrication System Fuel Delivery System Air Induction/Exhaust Electrical System (includes gauges, switches, and battery and charging) Transfer Switch	Yes [X] No [ ]

Item No.	SPECIFICATIONS	Comply
1.2.9	The Contractor will perform an annual maintenance event that will occur in the month of September. All labor and equipment shall be covered under the warranty requirements of this RFP. This annual event will include the following: Analyze oil for contaminants Replacement of engine oil Replacement of oil filter Replacement of spark plugs (except diesel) Replace ignition points and condenser Inspect radiator, hoses (etc.), for leakage and pliability Inspect anti-freeze and add if low (up to 1 gallon) Clean sediment bowl or replace fuel filters Check fuel capacity Check entire equipment for any fluid/lubricant/fuel leaks Check and adjust belts and pulleys Service the battery, add water, clean terminals, and check specific gravity Service or replace air filter if needed Check all brushes for setting and wear Clean slip rings and commutator Wipe down outside of generator and motor Conduct safety shutdown checks, oil pressure, over-speed, high-temperature, etc. Inspect transfer switch for proper operation, check connections, and settings Simulate power failure. For quarterly visits load should be at 30% test only Check charging rate of battery charger Power washing Switch Gear Breaker Inspection and Testing per O&M specs with the approval and supervision of City Staff Representative 2 Hour Load Banking Test at 100% for all generators located throughout the City per manufacturer O&M specifications. Testing will be with the supervision of the PD 911 Operations Manager or Water Services Plant Supervisor.	Yes ☒ No ☐

Item No.	SPECIFICATIONS	Comply
1.2.10	The Contractor will perform 3 regular maintenance events: These events will entail regular inspections and testing and will occur in the months of March, June and December. All labor and equipment shall be covered under the warranty requirements of this RFP. These events will include the following: Full inspection of systems, including cooling, air intake, fuel, exhaust, electrical Active check while generator is running Check oil level and top off (up to 3 liters) Check for leaks Check fuel capacity Check air filter Check for air filter leaks Check and top off coolant/anti-freeze (up to 3 liters) Check battery condition and top off distilled water level Simulate power failure	Yes [X] No [ ]
1.2.11	The Contractor shall proactively change the batteries in each Water Services unit every two years, with exception to the West Area Water Reclamation Facility (WAWRF). The WAWRF generators have NiCad batteries and do not need to be changed as frequently. The battery changing service should be done in "even years" during the regularly scheduled quarterly service.	Yes [X] No [ ]
1.2.12	The Contractor will perform fuel quality testing every 6 months. Testing will comply with NFPA 110 annual requirements and ASTM Standards for long term fuel storage issues.	Yes [X] No [ ]

1.3	WORK SCHEDULE	
1.3.1	The Contractor will work with the Water Services and Facilities divisions to schedule the specific dates and sites of the four maintenance events in September, December, March, and June upon awarding of this Contract. For emergency repairs, the contractor will provide a list of phone numbers to call for the following needs: regular hours emergency repair requests (6:00 AM to 6:00 PM) and after-hours emergency repair requests (6:01 PM to 5:59 AM). After hours emergency includes weekend calls including days that fall on City holidays. The Contractor is required to respond to emergency calls and be at the specified location within two-hours upon verbal confirmation. Phone messages should be responded to within one hour. All work is expected to be completed in a timely manner, posing no impediments to the City of Glendale facilities.	Yes [X] No [ ]

1.4 WORK LOCATIONS AND CITY REPRESENTATIVES AUTHORIZED TO PLACE SERVICE CALLS

Generator	Address	Facility Name	Contact
1500 KW Caterpillar (Two Units)	5901 North Glen Harbor Boulevard	West Area Water Reclamation Facility	Louie Gomez
1000 KW Caterpillar	9802 West Camelback Road	Raw Sewage Pump Station	Louie Gomez
500 KW Caterpillar	6893 North Glen Harbor Boulevard	Airport Lift Station	Louie Gomez
125 KW Onan	111719 West Glendale Avenue	Aquifer Recharge Facility	Louie Gomez
225 KW Cummins	14904 North 67th Avenue	67th and AC/DC Lift Station	Louie Gomez
40 KW Kohler	12995 North 55th Avenue	55th and Dahlia Lift Station	Louie Gomez
100 KW Onan	5175 West Arrowhead Lakes Drive	Arrowhead Manor Booster Station	Jeff Kaylor
350KW Onan	6790 West Deer Valley Road	Hillcrest Ranch Booster Station	Jeff Kaylor
1100 KW Caterpillar	7970 West Bethany Home Road	Zone Four Reservoir	Jeff Kaylor
750 KW Onan	4805 West Cholla Street	Zone One Booster Station	Mark Hogan
300 KW Onan	4805 West Cholla	Cholla Admin	Mark Hogan
75 KW Onan	4805 West Cholla	Cholla Chlorine Scrubber	Mark Hogan
1250 KW Detroit Diesel (Two Units)	8180 West Union Hills	Arrowhead Ranch Water Reclamation Facility	Curt King
300 KW Cummins	17500 North 83rd Avenue	83rd Avenue Lift Station	Curt King
350 KW Generac	19600 North 79th Avenue	Oasis Recharge Site	Curt King
600 KW Detroit Diesel	28101 North 63rd Avenue	Pyramid Peak	Todd Hellman
1750 KW Cummins (Two Units)	7070 West Northern Avenue	Oasis Water Treatment Plant	Anita Lutringer
275 KW Onan	5850 West Glendale Avenue	Glendale City Hall	Ron Gouger
150 KW Generac	6210 W Myrtle	OPS Complex	Ron Gouger
125 KW Cummins	5959 W Brown Street	Glendale Main City Library	Ron Gouger

250 KW Kohler	6835 N 57th Drive	Main Police Station	Ron Gouger
1000 KW Cummins Diesel (Two Units)	11550 W Glendale Avenue	Glendale Regional Training Center	Ron Gouger
50 KW Kohler (Two Units)	6801 N Glen Harbor	Glendale Airport	Jim Gum
15 KW Generac	4439 W Peoria	Fire Station 154	Don Jesse
50 KW Katolight	14061 N 59th Avenue	Fire Station 153	Don Jesse
80 KW Cummins	17159 N 63rd Avenue	Fire Station 159	Don Jesse
100 KW Generac	6255 W Union Hills Drive	Fire Station 155	Don Jesse
40 KW Katolight	6801 W Deer Valley Rd	Fire Station 156	Don Jesse
80 KW Generac	9658 N 59th Avenue	Fire Station 157	Don Jesse
250 KW Generac	6851 North 52nd Avenue	Fire Station 151	Don Jesse
230 KW Cummins	6261 N 83rd Avenue	Fire Station 158	Don Jesse
50 KW Katolight	6850 W Bethany Home Road	Fire Station 152	Don Jesse
30 KW Katolight	7505 N 55th Ave	Fire Support	Don Jesse
80 KW Multiquip (Two Units)	7505 N 55th Ave	Fire Support	Don Jesse
43 KW Hipower	7505 N 55th Ave	Fire Support	Don Jesse
60 KW Generac	11480 W Glendale Ave	Landfill	Bill Stout/ David Larson

HOW WE CHOOSE

SCORING RESPONSES: The evaluation criteria are weighted in accordance with the Submission Requirements. Your response will be rated as follows:

- 10% Executive Summary
- 55% Experience, proven performance, and qualifications
- 25% References
- 10% Cost

TYPE OF AWARD: The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

EVALUATION PANEL: Submittals will be evaluated by a panel based on the stated criteria and are responsible for selecting the proposal that is most advantageous to the City.

PANEL CONTACT: Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.

INTERVIEWS: City may ask some or all Offerors to participate in an interview at any point during the evaluation process but is not required to do so. Information gathered in an interview will be used by the panel to make a selection. Offeror is responsible for any costs incurred to participate in an interview.

ADDITIONAL INVESTIGATIONS: City may conduct additional investigations needed to determine the competence or financial stability of any Offeror.

BEST AND FINAL OFFERS: City may request best and final offers and will determine the scope and subject of any best and final request.

PROPOSAL EVALUATION: City reserves the right to secure additional information from the Offeror in various forms and to award based on submitted information.

NOTICE OF INTENT TO AWARD AND PROTEST PERIOD: Information about the recommended award for this solicitation will be posted on the online at www.glendaleaz.com/purchasing and will be available immediately after the City has completed its evaluation process. Questions regarding the notice of intent to award must be directed to the listed Contract Analyst immediately. Any protest must be submitted to the Procurement Administrator no later than seven (7) calendar days from the date of posting on the Internet. For information and instructions on how to file a protest, visit: http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm

WITHDRAWAL OF PROPOSAL: Offeror may withdraw a submitted proposal in writing by letter, facsimile, or electronic mail at any time prior to the specified solicitation due date and time. Withdraw notices must be made by the Offeror or designated representative listed on the proposal. Telephonic or oral withdrawals cannot be accepted.

OFFER ERRORS OMISSIONS AND CORRECTIONS: City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made

on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.

COMPETITIVE NEGOTIATIONS: City may negotiate with multiple Offerors at the same time. Negotiations may result in changing the conditions, terms, or price of the proposed contract for the benefit of the City unless prohibited herein. All Offerors shall be treated fairly and equally while conducting negotiations and the City is prohibited from disclosing any information submitted by competing Offerors. Entering into negotiations does not constitute a contract award or confer any rights to Offerors. The City may formally terminate negotiations and enter into concurrent or exclusive negotiations with the next most qualified Offeror/s if it is in the City's best interest to do so.

NO CONTACT. NO INFLUENCE DURING THE RFP PROCESS: City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

PROPRIETARY INFORMATION Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offeror's acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

SUBMISSION CHECKLIST

This section provides an overview of the submission instructions including a checklist to aid in the submission of complete proposals. Offeror's shall complete the fillable "RESPONSE WORKBOOK" attachment and submit as their proposal **either through delivering Five (5) hard bound copies and an electronic file (CD or flash drive) or by electronically through Vendor Self Service.**

Vendors are strongly advised to read this section in its entirety and complete the checklist to avoid disqualification. **Please note that the City will NOT be able to consider proposals that are submitted late or that do not follow these guidelines.**

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

Checklist For Submitting Proposal	Complete (✓)
Submission Requirements	
COVER SHEET (Response Workbook) Offeror Name Offeror Address	
COMPLETED OFFER SHEET (Response Workbook)	
1. EXECUTIVE SUMMARY (2 questions)	
2. EXPERIENCE, PROVEN PERFORMANCE, QUALIFICATIONS (5 questions)	
3. REFERENCES (1 questions)	
ADDENDUM RESPONSES (if applicable)	
Return Of Offer	
Five (5) bound hard copies of all "SUBMISSION REQUIREMENTS" listed above: • Copies are bound (spiral bound, 3-ring binder etc.) • Copies include all elements listed above • Copies include section breaks or tabs for each proposal element	
Electronic file: • Must be submitted on a CD or flash drive • Must contain only one electronic file that includes all proposal elements	
Hard Copies and Electronic file are submitted in a sealed package that is clearly labeled with the following: • Solicitation number • Solicitation title • Offeror Name/Address	
Electronic Submittal through Vendor Self Service • Response Workbook must be submitted before cutoff time and date. System will not allow late submittals.	

SUBMISSION REQUIREMENTS

The proposal is every element of your response to this RFP. For this proposal, you must provide a completed OFFER SHEET in addition to answering the questions identified in the REQUIRED RESPONSES. (see Response Workbook)

Responses must be numbered to correspond to the question numbers to aid in the evaluation process; failure to do so may result in disqualification.

Should your offer contain any PROPRIETARY INFORMATION you must clearly mark that information with the words "Proprietary Information." Only information contained in your response questions may be marked as such, information on the OFFER SHEET or PRICING SHEET (if applicable) are not considered proprietary.

Offeror's acknowledge that the City is required by law to make certain records available for public inspection. By submitting any materials marked as Proprietary Information, Offeror acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror if the City must legally disclose the Proprietary Information.

Helpful Hints:

- Answer each question completely, your answers will be the only basis on which your proposal is scored.
- Do not unnecessarily elaborate, keep your response complete and effective.
- Do not provide general answers or reference to sales literature.
- Only when applicable attach and reference supporting documents.

APPENDIX A: Glendale Mission, Vision, Values

MISSION STATEMENT

WE IMPROVE THE LIVES OF THE PEOPLE WE SERVE EVERY DAY.

VISION STATEMENT

WE ARE THE COMMUNITY OF CHOICE FOR RESIDENTS, BUSINESSES, AND EMPLOYEES.

VALUE STATEMENTS

COMMUNITY

WE ARE DRIVEN TO IMPROVE THE COMMUNITY EXPERIENCE

Our top priority is to serve all people who live, work, do business in, and visit Glendale. We value community engagement and we constantly seek feedback to assess the varying needs of our community. We welcome everyone and value the richness of skills, background, and experience that a diverse community provides. With compassion, we observe, listen, understand and assist our stakeholders to ensure we are equitably delivering the services that are most valued and needed in our community. We do this to honor our heritage, to create openness, and to improve service delivery.

INTEGRITY

WE PROVIDE OPEN AND HONEST GOVERNANCE

Throughout our organization there is an unquestionable level of integrity, ethics, transparency, and honesty guiding our communications, interactions, and decision-making. We are fair, principled, accountable, and inclusive in all that we do. The example is set by City Council, City Management, and every staff member. We do this to build trust within the organization and throughout the community.

EXCELLENCE

WE MAKE EXCELLENCE A HABIT, NOT A GOAL.

Our approach to service begins with a positive attitude and a focus on excellence. We are committed to delivering high quality services to our diverse community at an affordable cost, with demonstrated value, in an expeditious manner. We design our services with our stakeholder's needs in mind. We provide opportunities to gather feedback on our services in an inclusive way and look for merit in every idea. We do this to ensure we are good stewards of taxpayer dollars, to create organizational and community pride in the services we provide, and to create added value for our community.

INNOVATION

WE DELIVER BETTER SERVICE THROUGH CREATIVITY AND INGENUITY.

We are an organization that constantly examines how we can get better and welcomes creative ideas and new thinking. We value efficiency, technology, and agility; and, we have the courage to try new approaches. We strive to be leaders in public sector innovation. We do this to create a flexible organization that can respond quickly to change, to create value by providing more cost-effective services, and to foster employee ownership in the services we provide.

LEARNING

WE VIEW LEARNING AS ESSENTIAL TO IMPROVEMENT.

We know that our ability to develop and deliver the highest quality services and to achieve operational excellence for our stakeholders is dependent upon having a highly trained and developed workforce and elected leaders . We are committed to developing skills and cultivating leaders. We do this to ensure that we are constantly getting better in everything we do and creating lifelong learners.

GLENDALE	**City of Glendale** **Solicitation Number: RFP 19-20** **GENERATOR MAINTENANCE** **EXHIBITS PACKAGE**	CITY OF GLENDALE Procurement Division 5850 West Glendale Ave, Suite 317 Glendale, Arizona 85301

EXHIBIT 1: SPECIAL NOTICES

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

1. **RETURN OF OFFER The Offeror shall submit five (5) hardcopies of the Response Workbook. The offeror shall submit a complete proposal on a CD or flash drive as one file folder. The folder shall be identified as "RFP 19-20 – '*Original - Name of Offeror.*'" (For example: RFP 19-20 – Original - ABC Company.)**

   The Offeror shall complete all sections of the solicitation in the format given in the space provided. If additional space is needed than what is given, enter "See attachment for detail." Proposals that do not conform to the above format may be rejected.

   The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

2. **PRE-OFFER CONFERENCE & SITE VISITS**
   A Pre-Offer Conference will be held on **January 24, 2019 at 1:00 P.M. Arizona Time, located at 5850 W Glendale Avenue, Room 3A located on the 3rd floor, Glendale, AZ 85301.** Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

   The purpose of the conference will be to clarify the contents of the solicitation to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

3. **NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS**

   The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

   From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

4. **CONFLICT OF INTEREST** Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

   Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-511 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

   For purposes of this provision, the following definitions apply:

   "Employee" means all persons who are employed on a full-time, part-time or contract basis by the city of Glendale.

   "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

5. **INQUIRIES** Any question related to the Request for Proposal shall be directed to the Contract Analyst whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **seven days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

6. **SPECIAL TERMS AND CONDITIONS** Additional terms and conditions specific to the provision of the services referenced will be negotiated with the successful bidder for inclusion in the contract.

7. **PUBLIC RECORD REQUIREMENTS** Offeror acknowledges that the City is a public agency and must comply with all Public Records laws and proposals submitted become the property of the City and are subject to public disclosure requirements in accordance with Arizona Public Records Law. Any portion of the proposal that the offeror deems confidential or proprietary must be clearly labeled as such. Labeling material does not automatically preclude the material from public disclosure, as the City is required to make an appropriate determination as to the confidentiality of the material in accordance with Arizona Public Records Law. It is the offeror's sole responsibility and cost to take action, including legal actions, to protect such material. Price is not confidential and will not be withheld

8. **PERMITS AND LICENSES** It is the offeror's sole responsibility to determine and secure any and all licenses and permits the contractor needs to operate the facility, from any regulatory body having jurisdiction related to the services being provided. Such costs are the exclusive responsibility of the operator, operator must also ensure appropriate licensing of any sub-contractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.

9. **NO COLLUSION OR ANTI-COMPETITIVE PRACTICES** The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices.

10. **NON-DISCRIMINATION** Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to by bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

11. **NO CONSIDERATIONS** The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.

12. **AUTHORIZED AGENT** The individual signing the submittal is an authorized agent and has the authority to bind the Offeror to the proposal and subsequent contract if awarded.

13. **KEY PERSONNEL** If awarded, Offeror shall assign a specific individual as the key point of contact for the management of the contract, subject to specific notification requirements to be included in the final contract.

14. **SITE INSPECTION** It is the responsibility of the Offeror to become familiar with any conditions which may affect the performance and cost of providing the service and this submission will serve as evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.

15. **DEFINITIONS** For purposes of this Request for Proposal and Resultant contract, the following definitions apply:
    a. "**City**" means the municipal corporation of the City of Glendale, Arizona
    b. "**Contract**" means the agreement for the procurement of goods, services and work.
    c. "**Contractor**" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
    d. "**Offer**" means a written offer to furnish goods, services, work, materials and/or construction to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
    e. "**Offeror**" means the business, entity or person who submits an Offer in response to a competitive solicitation.
    f. "**Public Record**" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
    g. "**Purchase Order**" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials and/or construction.
    h. "**Request for Proposal**" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials and/or construction.

EXHIBIT 2: SPECIAL TERMS AND CONDITIONS

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions. The following terms are found on the City's Website and are applicable to Request for Proposal: https://www.glendaleaz.com/purchasing/terms.cfm#Requests

Standard Terms and Conditions, Request for Proposal – Revised 04-24-2009

1. **TYPE OF AWARDS** The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one offeror is not in the City's best interest, "all or none" offers shall be rejected.

2. **ALTERNATE OFFERS** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.

3. **EFFECTIVE PERIOD OF OFFER** This offer shall remain in effect for a period of one hundred and twenty (120) calendar days from the proposal due date or the best and final offer date and is irrevocable.

4. **PAYMENT TERMS** If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.

5. **UNIT PRICE TO PREVAIL** In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.

6. **OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.

7. **BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS** Brand names or manufacturer's references shall be construed as a quality or performance level and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.

8. **RESTRICTIVE OFFER PROVISIONS** If specifications preclude an otherwise qualified offeror from submitting an offer, a written request for modification must be received by the Buyer at least seven (7) calendar days prior to the proposal due date. All offerors will be notified by a written addendum to the solicitation of any approved changes.

9. **DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.

10. **TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any

other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.

11. **SUB-CONTRACTING** The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such sub-contract, or subjecting the City to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the contractor. Sub-contractors will be dealt with as workmen and representatives of the contractor.

12. **M.S.D.S.** Contractor is to supply Materials Safety Data Sheets (M.S.D.S.) in accordance with Federal requirements. Contractor entering the City workplace with hazardous materials will supply the City with a M.S.D.S. covering those particular products the contractor may expose City employees or the general public to while working at the site.

13. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of orrecovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

14. **RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS** The offeror's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.

15. **RESPONSIBILITY FOR CORRECTION** It is agreed that the offeror shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Offeror agrees to give the City first priority. Offeror agrees that if the product or service offered does not comply with the written specification, the Materials Manager has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and offeror further agrees to be fully responsible for any consequential damages suffered by the City.

16. **WARRANTY** Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The offeror expressly warrants all items

to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an expressed warranty that the whole of the goods shall conform to the sample or model.

17. **REJECTION OF OFFERS** The City reserves the right to reject any or all offers, or any part thereof; to accept any offer or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.

18. **DELAY IN EXERCISING CONTRACT REMEDY** Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.

19. **TAX EXEMPTION** The City is exempt from paying Federal Excise Taxes and will furnish an exemption certificate upon request.

20. **ORDER OF PRECEDENCE** In the event of conflict, the following precedence shall prevail: (1) Special Terms and Conditions incorporated by attachment; (2) Special Terms and Conditions; (3) Drawings and Specifications; (4) referenced documents; and (5) the Standard Terms and Conditions.

21. **CHANGES** The City reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Materials Manager prior to the institution of the change.

22. **LATE SUBMISSION OF CLAIM** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

23. **PROTEST OF AWARD** Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive solicitation procedures, shall lodge that protest, in writing, with the Materials Manager. The protest should specifically identify the objection to the award, pursuant to the formal purchase procedure. The protest must be submitted no later than seven (7) calendar days after the notice of intent to award is posted on the City's Materials Management, Internet home page at www.glendaleaz.com/purchasing. Untimely protests will not be considered.

24. **REMEDIES** City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.

25. **ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.

26. **ADDENDA** Any change to the proposal will be in the form of a numbered addendum issued by Materials Management. The addendum will be furnished to all who received the proposal. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the proposal. The City will not be responsible for offerors adjusting their offer based on oral or written instructions.

27. **SPECIAL ACCOMMODATIONS** Please contact Procurement at 930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).

28. **OFFER IDENTIFICATION** The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified.

29. **OFFER TABULATION** An electronic copy of the scoring may be requested by e-mailing the Procurement office at materialsmanagement@glendaleaz.com and referencing the proposal title and number. The information will be available for distribution when the City has completed its evaluation process of the offers received.

30. **LIABILITY** Except for the sole negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the City harmless from any claim or loss arising from such damage or injury.

31. **OSHA GUIDELINES** The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.

32. **PATENTS** Seller agrees to defend City at seller's own expense, in all suit, actions, or proceedings in which City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from City's use of the goods purchased as a result of this RFP. Seller further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City. Seller agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods supplied by the seller. It is expressly agreed by seller, that these covenants are irrevocable and perpetual.

33. **VENDOR PERFORMANCE** Prior offeror performance in regard to product, service, or representation of/from the offeror may be used in evaluation of this offer. Unsatisfactory performance to the City may be considered sufficient grounds for rejection of this offer. No offer will be awarded to any offeror who is in default on any contract with the City.

34. **FUND APPROPRIATION CONTINGENCY** The contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City; which ends on June 30, shall be subject to the approval of the budget of the City providing the contract item is an expenditure therein. The City does not guarantee that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.

35. **NOTIFICATION OF AWARD** The successful offeror(s) will be notified that their offer has been accepted by the City Council as recommended for award.

36. **FOB DESTINATION** Prices quoted shall be FOB destination to: City ofGlendale

37. **CONTRACT PRICING** All prices offered to the City shall be firm and fixed for the specified contract period. The Unit Price shall include, but is not limited to, labor, equipment, tools, materials, supplies, shipping, licenses, fees, insurance, profit, and anyother associated direct or indirect costs.

38. **TERM OF AGREEMENT** The term of this agreement shall be for a one (1) year initial period upon approval by the City Council.

39. **OPTION TO EXTEND** The City, may, at its option and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years, in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Procurement Division of the City's intention to extend the contract period at least 60 calendar days prior to the expiration of the original contract period.

40. **PRICE ADJUSTMENTS** Prices quoted shall be firm and fixed for each interval (each one-year interval) for as long as this contract remains in effect. Contractor shall submit all requests for price adjustments ninety (90) days prior to the expiration of the one-year interval. The request shall be in writing and include supporting justification for the proposed adjustment. The City will review the request and shall determine if the adjustment shall be granted or if an alternate option is in the best interest of the City

41. **COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: http://www.mesaaz.gov/business/purchasing/save

42. **PROHIBITIONS** - Contractor, and on behalf any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq* and 35-393 *et seq*, that neither has "scrutinized" business operations, as defined in the proceeding statutes, in the countries of Sudan or Iran.

43. **IMMIGRATION LAW COMPLIANCE** Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City. Contractor's warranty and obligations under this Section I to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. The "E-Verify Program" above means the employment

verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

44. **CONTRACT ADMINISTRATOR** The staff member identified as the Contract Administrator for a solicitation serves as the liaison between Materials Management, the city and the successful contractor. The Contract Administrator manages the contract, overseeing the daily operations, scheduling, performance and compliance of the agreement by all parties. The Contract Administrator is responsible for:
    a. Establishing and maintaining records and documentation
    b. Monitoring the contractor's performance
    c. Handling issues and disputes
    d. Exercising extension options
    e. Initiating contract modifications
    f. Initiating rebids or new solicitations

45. **OFFICIAL TIME CLOCK** The official time clock used to verify the date and time an offer is received **is** located at the City of Glendale, Procurement office. An offer is considered to be in the actual possession of Procurement upon being stamped by the official time clock, before the official due date and time.

EXHIBIT 3: Insurance Requirements

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

1) **INSURANCE REQUIREMENTS**. OFFEROR shall procure and maintain for the duration of the License, insurance against claims for injury to persons or damage to property that may arise from or in connection with this License. The *insurance requirements* herein are minimum requirements for this License and in no way limit the indemnity covenants contained in this License. The City of Glendale in no way warrants that the minimum limits contained herein is sufficient to protect the OFFEROR from liabilities that might arise out of this License. OFFEROR is free to purchase such additional insurance as OFFEROR determines necessary.

   a) **Minimum Scope and Limits Of Insurance**: OFFEROR shall provide coverage with limits of liability not less than those stated below.

      i) **Commercial General Liability – Occurrence Form**
      Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Damage to Licensed Premises	$ 500,000

      (1) The policy shall be endorsed to include the following additional insured language: **"The City of Glendale, and its departments, *officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the property subject to this License.*** Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required by this License.

      (2) Policy shall contain a waiver of subrogation endorsement in favor of the **"City of Glendale, and its departments, officers, officials, agents, employees and volunteers"** for losses arising from License. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

      ii) **Business Automobile Liability**
      Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement. Combined Single Limit (CSL) $1,000,000.

      (1) The policy shall be endorsed to include the following additional insured language: "The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the OFFEROR, involving automobiles owned, Licensed, hired or borrowed by the OFFEROR." Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required by this License.

(2) Policy shall contain a waiver of subrogation endorsement in favor of the "City of Glendale, and its departments, officers, officials, agents, employees and volunteers" for losses arising from work performed by or on behalf of the OFFEROR. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iii) **Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory Employers' Liability

Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

(1) Policy shall contain a waiver of subrogation endorsement in favor of the **"City of Glendale, and its departments, officers, officials, agents, employees and volunteers"** for losses arising from OFFEROR activities. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iv) **Property** Insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision

(1) Policy shall contain a waiver of subrogation endorsement in favor of the **"City of Glendale, and its departments, officers, officials, agents, employees and volunteers"** for losses arising from the License. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

v) **Professional Liability (Errors and Omissions Liability)**

Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services.

Each Claim	$2,000,000
Annual Aggregate	$4,000,000

(1) In the event that the professional liability insurance required is written on a claims-made basis, any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

vi) **Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:**

(1) Policies shall stipulate that the insurance afforded by the organization shall be primary insurance and that any insurance carried by the City of Glendale shall be excess and not contributory insurance.

(2) Coverage provided by the organization shall not be limited to the liability assumed under the indemnification provisions of the license or contract.

GLENDALE	City of Glendale Solicitation Number: RFP 19-20 GENERATOR MAINTENANCE RESPONSE WORKBOOK	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 312 Glendale, Arizona 85301

OFFER SHEET (Must be printed, signed and returned)

Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Authorized Signature

2-12-2019
Date

Doug Varner
Printed Name (Authorized Signatory)

Cummins Inc.
Legal Company Name

Regional General Manager
Job Title

Offeror Certifies it is a (check only one):
☐ Proprietorship ☐ Partnership ☒ Corporation

douglas.varner@cummins.com
Email Address

1051 M. 101st Ave
Mailing Address

623-474-2086
Phone Number

Avondale, AZ, 85323
City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

Justin Leon
Contact Name

480-510-4345
Phone Number

justin.leon@cummins.com
Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 35-0257090

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: ☐ Yes ☒ No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

☒ Yes, Number 21127214 Tax Rate: 8.6% OR ☐ No, not required to have an Arizona TPT License

CONFLICT OF INTEREST (SPECIAL NOTICES):

☒ No, I do not have a conflict of interest

☐ Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS:

By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.

☒ **Exhibit 1 – Special Notices**

☒ **Exhibit 2 – RFP Standard Terms and Conditions**

☒ **Exhibit 3 – Insurance Requirements**

☒ **Exhibit 4 – Template Agreement**

REQUIRED RESPONSES:

Offeror's answers to the following questions will comprise the Offeror's response to this RFP. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror's response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal *may* be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).

1. Executive Summary

1.1. Introduce your company, highlight your ability and willingness to meet or exceed the specifications and requirements of this RFP, and explain why your firm is most qualified.

Answer 1.1: Cummins sales and service is our registered trade name of Cummins Inc. In North America. Cummins inc, a global power leader, is a corporation of complementary business units that design, manufacture, distribute and service diesel and natural gas engines as well as related technologies. Cummins is head quartered in Columbus Indiana, and currently employs approximately 55,000 people world wide and serves customers in approximately 190 countries. Cummins portrays as reliable and dependable, offering service at the highest proven value.

1.2. List all licenses and permits required by Federal, State and Local Agencies that you possess.

Answer 1.2: Business Liences in the City of; Eloy, Peoria, Fountain Hills, and Santa Fe Arizona Department of Weights and Measures Device License, various tribal licenses, Arizona TPT license

Cummins is not subject to contractor licensure requirements in AZ

2. Experience, Proven Performance, & Qualifications

2.1. Company Background: Include a brief history of your organization including the past performance on project of similar scope and size, level of knowledge, reliability, flexibility and ability to meet project deadlines.

Answer 2.1: Cummins performs services for similar scopes for the following: school districts, municipalities, hospitals, data centers, warehouses, and commercial buildings. Cummins has had no issue to meet deadlines or offer a reliable and dependable service.

2.2. With which type and brand of generator do you have the most experience working?

Answer 2.2: We are most familiar working on cummins units because we are cummins, however we have great experience working on other brand units such as Generac, CAT, Detroit Diesel etc.

2.3. Has your company recently provided maintenance services for any major accounts with demands that are similar to those in this RFP?

Answer 2.3: The Cummins' Phoenix branch provides maintenance for a wide variety of major accounts. These major accounts include data centers, hospitals, cities, school districts, clinics, warehouses, and commercial buildings. Many of these accounts have similar demands to this current RFP.

2.4. What are your hours of operation? Are you able to provide 24-hour emergency work?

Answer 2.4: We provide 24-Hour emergency service 365 days a year, hours of operation are 7-5 for normal hours.

2.5. Has your company ever had a contract terminated for unsatisfactory performance? If so, what measures have you installed to prevent this situation from happening again?

Answer 2.5: There has not been an incident where we were terminated for unsatisfactory performance.

3. References

3.1. Provide 1-3 valid references from those that you have provided similar services within the last three years. Reference information must include all the following: Company Name, Contact Person and Title, Phone #, Email Address, Date of Service, Description of Service.

Answer 3.1: See Attached Sheet For Detail

ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:

Attach addendum response(s) and acknowledgement(s) here.

CONFLICT OF INTEREST STATEMENT:

If Offeror indicated they have a conflict of interest on the Offer Sheet, Offeror must provide details here. Please refer to the CONFLICT OF INTEREST section on page 1 of the EXHIBITS PACKAGE for required information to be included here.

NONE

References

1.) City of Glendale Fire Department

- Donald Jesse-Coordinator of Glendale Fire Dept
- Serviced since July 11, 2013 City of Glendale
- Preventive Maintenance for Generator service for Glendale fire Departments
- 623 696 9159
- djessee@glendaleaz.com

2.) Roosevelt School District 66

- Heather Cruickshank-Director of Child Nutrition
- March 2018
- Preventive maintenance for their 800KW unit
- 602 243 4835
- Heather.cruickshank@rsd.k12.az.us

3.) Aligned Energy Data Center

- Krist Loumanis- Operations Manager
- 480 297 3302
- Krist.loumanis@alignedenergy.com
- In 2017, Krist was working at a different data center, we were doing Preventive maintenance for him there. Krist is now at Aligned Energy and Chose us to service 8 1750 kw generators.

	SOLICITATION ADDENDUM	CITY OF GLENDALE Procurement Division 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-2864
GLENDALE	Solicitation Number: RFP 19-20 Addendum #1 Page 1 of 8 Solicitation Due Date: February 14, 2019, 2:00 p.m. (Local Time)	

RFP 19-20

Generator Maintenance

As a result of the pre-offer conference conducted on January 24, 2019, the following revisions and clarifications have been made to Request for Proposals No. 19-20:

Proposal Due Date Changed to February 14, 2019 at 2:00 P.M. Local Time.

CLARIFICATION:

1. Section 1, Item 1.2.9
   Service or replace air filter if needed: Change to inspect air filter. Air filter replacement will be charged as an additional service.

   Power Washing – change to Visual inspection only and that Power Washing and/or Steam Cleaning will be charged as an additional service.

   2 Hour Load Banking Test at 100%: Change to 2 Hour Load Banking Test at 80% per NFPA 110 guidelines.

2. Section 1, Item 1.2.12 Specifications
   Add that Fuel quality test will be performed semi-annually per ASTM 975 Standards. Test to include Varnish, Bio Diesel and Petroxy test as needed.

3. Section 3.1.2 Pricing for Annual Maintenance Including Parts and Labor:
   Change June Annual Maintenance Cost Per Unit to **September** Annual Maintenance Cost Per Unit.

ADDITION:

1. Add Section 1, Item 1.2.13

- The contractor shall be responsible for providing all maintenance related run-time information as a result of preventive maintenance, testing, and repair service
  - Provide and maintain a written log book on site documenting the following:
    - Date and time of the service
    - Description of the service
    - Beginning hour meter reading
    - Ending hour meter reading
  - Provide the above information on each field report submitted for any service, and make the information available on line through the customer portal

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ADD:

1.5 Generator Information

Generator	Address	Manufacturer	Model No.	Tank Capacity	Voltage	Serial No.
1500 KW Caterpillar (Two Units)	5901 North Glen Harbor Boulevard	CAT			12,470	6WN00351
1500 KW Caterpillar (Two Units)	5901 North Glen Harbor Boulevard	CAT			12,478	6WN00353
1000 KW Caterpillar	9802 West Camelback Road	Cummins/ONAN	DFHD-5635416		480	K030567449
500 KW Caterpillar	6893 North Glen Harbor Boulevard	CAT	3492		480	TM4372
125 KW Onan	111719 West Glendale Avenue	Onan	DGEA-4477361		480	C000075351
225 KW Cummins	14904 North 67th Avenue	Cummins	B4-3533		480	465-139
40 KW Kohler	12995 North 55th Avenue	Kohler	40ROZ201		480	1888859
100 KW Onan	5175 West Arrowhead Lakes Drive	Onan	GGHD-3382578		480	L990029512
350KW Onan	6790 West Deer Valley Road	Onan	350DFCC		480	H910414694
1100 KW Caterpillar	7970 West Bethany Home Road	CAT	3512DITA		480	24207636

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750 KW Onan	4805 West Cholla Street	Onan	750DFHA		480	B980695115
300 KW Onan	4805 West Cholla	Onan	300DFCB		480	B000065349
75 KW Onan	4805 West Cholla	Onan	50DGCA		480	G000132099
1250 KW Detroit Diesel (Two Units)	8180 West Union Hills	Spectrum	1250DS		480	606822
1250 KW Detroit Diesel (Two Units)	8180 West Union Hills	Spectrum	1250DS		480	606821
300 KW Cummins	17500 North 83rd Avenue	Cummins	300DFCB		480	B050750996
350 KW Generac	19600 North 79th Avenue	Generac	1490020200		480	2062208
600 KW Detroit Diesel	28101 North 63rd Avenue	Detroit	1646806741		480	818677305
1750 KW Cummins (Two Units)	7070 West Northern Avenue	Cummins	1750DQKB		480	I060976129
1750 KW Cummins (Two Units)	7070 West Northern Avenue	Cummins	1750DQKB		480	H060960117
Generator	Address	Manufacturer	Model Year	Tank Capacity	Voltage	Serial No.
275 KW Onan	5850 West Glendale Avenue	Onan	1982	250	275	E820621105
150 KW Generac	6210 W Myrtle	Generac	1998	100	150	2041295

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125 KW Cummins	5959 W Brown Street	Cummins	1987	250	125	J860850572
250 KW Kohler	6835 N 57th Drive	Kohler	1992	250	250	278865
1000 KW Cummins Diesel (Two Units)	11550 W Glendale Avenue	Cummins	2006	1700	1000	I060967892
1000 KW Cummins Diesel (Two Units)	11550 W Glendale Avenue	Cummins	2006	145	80	J060982093
50 KW Kohler (Two Units)	6801 N Glen Harbor – Tower	Kohler	1998	100	50	392690
50 KW Kohler (Two Units)	6801 N Glen Harbor	Generac	1987	100	50	0812338
15 KW Generac	4439 W Peoria	Generac	1983	100	15	0720042
50 KW Katolight	14061 N 59th Avenue	Katolight	1998	100	50	642937 60275
80 KW Cummins	17159 N 63rd Avenue	Cummins	2005	145	80	C050764494
100 KW Generac	6255 W Union Hills Drive	Generac	1985	250	100	860889
40 KW Katolight	6801 W Deer Valley Rd	Katolight	1999	100	40	LM642746 60276
80 KW Generac	9658 N 59th Avenue	Generac	1997	100	80	2034170
250 KW Generac	6851 North 52nd Avenue	Generac		100	250	2100792

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230 KW Cummins	6261 N 83rd Avenue	Cummins	2003	420	230	B030464839
50 KW Katolight	6850 W Bethany Home Road	Katolight	2000	100	50	642939 60279
30 KW Katolight	7505 N 55th Ave	Katolight			30	LM643599 60269
80 KW Multiquip (Two Units)	7505 N 55th Ave – Mobile 1	Multiquip			80	PE4045T685550
80 KW Multiquip (Two Units)	7505 N 55th Ave – Mobile 2	Multiquip			80	PE4045T66369
43 KW Hipower	7505 N 55th Ave	Hipower	2012		43	X1CH43543
60 KW Generac	11480 W Glendale Ave	Generac	2016	100	60	9713694

EXHIBIT B

GENERATOR MAINTENANCE

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation based on the Pricing outlined in RFP 19-20.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $650,000.

DETAILED PROJECT COMPENSATION

See attached Exhibit B.

3. PRICING/COST WORKBOOK

The quantities referenced in this solicitation are an annual estimate ONLY and are to be used for evaluation purposes only. No commitment of any quantity is made during this contract; purchases are on an as-needed, if needed basis.

The not-to-exceed amount shall include all fees and costs associated with the purchase and shipment of the equipment. Tax shall not be included.

3.1 PRICING STRUCTURE

3.1.1 PRICING FOR REGULAR PERIODIC MAINTENANCE INCLUDING PARTS AND LABOR

Generator	Address	Facility Name	Regular Maintenance Cost Per Unit Per Event (March, June and Dec.)	Estimated Annual Maintenance Cost Per Unit
1500 KW Caterpillar (Two Units)	5901 North Glen Harbor Boulevard	West Area Water Reclamation Facility	$1,004.00	$3,012.00
1000 KW Caterpillar	9802 West Camelback Road	Raw Sewage Pump Station	$502.00	$1,506.00
500 KW Caterpillar	6893 North Glen Harbor Boulevard	Airport Lift Station	$457.00	$1,371.00
125 KW Onan	111719 West Glendale Avenue	Aquifer Recharge Facility	$412.00	$1,236.00
225 KW Cummins	14904 North 67th Avenue	67th and AC/DC Lift Station	$434.50	$1,303.50
40 KW Kohler	12995 North 55th Avenue	55th and Dahlia Lift Station	$412.00	$1,236.00
100 KW Onan	5175 West Arrowhead Lakes Drive	Arrowhead Manor Booster Station	$412.00	$1,236.00
350KW Onan	6790 West Deer Valley Road	Hillcrest Ranch Booster Station	$457.00	$1,371.00
1100 KW Caterpillar	7970 W. Bethany Home Road	Zone Four Reservoir	$502.00	$1,506.00
750 KW Onan	4805 West Cholla Street	Zone One Booster Station	$457.00	$1,371.00

GLENDALE	**City of Glendale** **Solicitation Number: RFP 19-20** **GENERATOR MAINTENANCE** **PRICING WORKBOOK**	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

Generator	Address	Facility Name	Regular Maintenance Cost Per Unit Per Event (March, June and Dec.)	Estimated Annual Maintenance Cost Per Unit
300 KW Onan	4805 West Cholla	Cholla Admin	$434.50	$1,303.50
75 KW Onan	4805 West Cholla	Cholla Chlorine Scrubber	$412.00	$1,236.00
1250 KW Detroit Diesel (Two Units)	8180 West Union Hills	Arrowhead Ranch Water Reclamation Facility	$1,004.00	$3,012.00
300 KW Cummins	17500 North 83rd Avenue	83rd Avenue Lift Station	$434.50	$1,303.50
350 KW Generac	19600 North 79th Avenue	Oasis Recharge Site	$457.00	$1,371.00
600 KW Detroit Diesel	28101 North 63rd Avenue	Pyramid Peak	$457.00	$1,371.00
1750 KW Cummins (Two Units)	7070 West Northern Avenue	Oasis Water Treatment Plant	$1,004.00	$3,012.00
275 KW Onan	5850 West Glendale Avenue	Glendale City Hall	$434.50	$1,303.50
150 KW Generac	6210 W Myrtle	OPS Complex	$412.00	$1,236.00
125 KW Cummins	5959 W Brown Street	Glendale Main City Library	$412.00	$1,236.00
250 KW Kohler	6835 N 57th Drive	Main Police Station	$434.50	$1,303.50
1000 KW Cummins Diesel (Two Units)	11550 W Glendale Avenue	Glendale Regional Training Center	$1,004.00	$3,012.00
50 KW Kohler (Two Units)	6801 N Glen Harbor	Glendale Airport	$824.00	$2,472.00
15 KW Generac	4439 W Peoria	Fire Station 154	$412.00	$1,236.00
50 KW Katolight	14061 N 59th Avenue	Fire Station 153	$412.00	$1,236.00

GLENDALE	City of Glendale Solicitation Number: RFP 19-20 GENERATOR MAINTENANCE **PRICING WORKBOOK**	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

Generator	Address	Facility Name	Regular Maintenance Cost Per Unit Per Event (March, June and Dec.)	Estimated Annual Maintenance Cost Per Unit
80 KW Cummins	17159 N 63rd Avenue	Fire Station 159	$412.00	$1,236.00
100 KW Generac	6255 W Union Hills Drive	Fire Station 155	$412.00	$1,236.00
40 KW Katolight	6801 W Deer Valley Rd	Fire Station 156	$412.00	$1,236.00
80 KW Generac	9658 N 59th Avenue	Fire Station 157	$412.00	$1,236.00
250 KW Generac	6851 North 52nd Avenue	Fire Station 151	$434.50	$1,303.50
230 KW Cummins	6261 N 83rd Avenue	Fire Station 158	$434.50	$1,303.50
50 KW Katolight	6850 W Bethany Home Road	Fire Station 152	$412.00	$1,236.00
30 KW Katolight	7505 N 55th Ave	Fire Support	$412.00	$1,236.00
80 KW Multiquip (Two Units)	7505 N 55th Ave	Fire Support	$412.00	$1,236.00
43 KW Hipower	7505 N 55th Ave	Fire Support	$412.00	$1,236.00
60 KW Generac	11480 W Glendale Ave	Landfill	$412.00	$1,236.00
		Total (3.1.1)	$18,174.50	$54, 524.50

3.1.2 PRICING FOR ANNUAL MAINTENANCE INCLUDING PARTS AND LABOR

Generator	Address	Facility Name	June Annual Maintenance Cost Per Unit
1500 KW Caterpillar (Two Units)	5901 North Glen Harbor Boulevard	West Area Water Reclamation Facility	$2,204.00 per unit
1000 KW Caterpillar	9802 West Camelback Road	Raw Sewage Pump Station	$1,834.00
500 KW Caterpillar	6893 North Glen Harbor Boulevard	Airport Lift Station	$1,094.00
125 KW Onan	111719 West Glendale Avenue	Aquifer Recharge Facility	$749.00
225 KW Cummins	14904 North 67th Avenue	67th and AC/DC Lift Station	$933.50
40 KW Kohler	12995 North 55th Avenue	55th and Dahlia Lift Station	$684.50
100 KW Onan	5175 West Arrowhead Lakes Drive	Arrowhead Manor Booster Station	$699.30
350KW Onan	6790 West Deer Valley Road	Hillcrest Ranch Booster Station	$1,094.00
1100 KW Caterpillar	7970 West Bethany Home Road	Zone Four Reservoir	$1,834.00
750 KW Onan	4805 West Cholla Street	Zone One Booster Station	$1,399.00
300 KW Onan	4805 West Cholla	Cholla Admin	$1,094.00
75 KW Onan	4805 West Cholla	Cholla Chlorine Scrubber	$699.30
1250 KW Detroit Diesel (Two Units)	8180 West Union Hills	Arrowhead Ranch Water Reclamation Facility	$1,834.00 per unit
300 KW Cummins	17500 North 83rd Avenue	83rd Avenue Lift Station	$1,094.00
350 KW Generac	19600 North 79th Avenue	Oasis Recharge Site	$1,094.00
600 KW Detroit Diesel	28101 North 63rd Avenue	Pyramid Peak	$1,399.00
1750 KW Cummins (Two Units)	7070 West Northern Avenue	Oasis Water Treatment Plant	$2,586.00 per unit
275 KW Onan	5850 West Glendale Avenue	Glendale City Hall	$1,094.00
150 KW Generac	6210 W Myrtle	OPS Complex	$749.00
125 KW Cummins	5959 W Brown Street	Glendale Main City Library	$749.00
250 KW Kohler	6835 N 57th Drive	Main Police Station	$933.50

GLENDALE	**City of Glendale** **Solicitation Number: RFP 19-20** **GENERATOR MAINTENANCE** **PRICING WORKBOOK**	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

Generator	Address	Facility Name	June Annual Maintenance Cost Per Unit
1000 KW Cummins Diesel (Two Units)	11550 W Glendale Avenue	Glendale Regional Training Center	$1,834.00 per unit
50 KW Kohler (Two Units)	6801 N Glen Harbor	Glendale Airport	$699.30 per unit
15 KW Generac	4439 W Peoria	Fire Station 154	$632.50
50 KW Katolight	14061 N 59th Avenue	Fire Station 153	$699.30
80 KW Cummins	17159 N 63rd Avenue	Fire Station 159	$699.30
100 KW Generac	6255 W Union Hills Drive	Fire Station 155	$699.30
40 KW Katolight	6801 W Deer Valley Rd	Fire Station 156	$684.50
80 KW Generac	9658 N 59th Avenue	Fire Station 157	$699.30
250 KW Generac	6851 North 52nd Avenue	Fire Station 151	$933.50
230 KW Cummins	6261 N 83rd Avenue	Fire Station 158	$933.50
50 KW Katolight	6850 W Bethany Home Road	Fire Station 152	$699.30
30 KW Katolight	7505 N 55th Ave	Fire Support	$684.50
80 KW Multiquip (Two Units)	7505 N 55th Ave	Fire Support	$699.30 per unit
43 KW Hipower	7505 N 55th Ave	Fire Support	$684.50
60 KW Generac	11480 W Glendale Ave	Landfill	$699.30
		Total (3.1.2)	**$47,689.10**

3.1.3 PRICING FOR EMERGENCY REPAIRS REGULAR BUSINESS HOURS (6:00 AM - 6:00 PM)

Generator	Address	Facility Name	Regular Hours Emergency Repairs Cost Per Unit Per Regular Business Hour
1500 KW Caterpillar (Two Units)	5901 North Glen Harbor Boulevard	West Area Water Reclamation Facility	$90.00 per unit
1000 KW Caterpillar	9802 West Camelback Road	Raw Sewage Pump Station	$90.00
500 KW Caterpillar	6893 North Glen Harbor Boulevard	Airport Lift Station	$90.00
125 KW Onan	111719 West Glendale Avenue	Aquifer Recharge Facility	$90.00
225 KW Cummins	14904 North 67th Avenue	67th and AC/DC Lift Station	$90.00
40 KW Kohler	12995 North 55th Avenue	55th and Dahlia Lift Station	$90.00
100 KW Onan	5175 West Arrowhead Lakes Drive	Arrowhead Manor Booster Station	$90.00
350KW Onan	6790 West Deer Valley Road	Hillcrest Ranch Booster Station	$90.00
1100 KW Caterpillar	7970 West Bethany Home Road	Zone Four Reservoir	$90.00
750 KW Onan	4805 West Cholla Street	Zone One Booster Station	$90.00
300 KW Onan	4805 West Cholla	Cholla Admin	$90.00
75 KW Onan	4805 West Cholla	Cholla Chlorine Scrubber	$90.00
1250 KW Detroit Diesel (Two Units)	8180 West Union Hills	Arrowhead Ranch Water Reclamation Facility	$90.00 per unit
300 KW Cummins	17500 North 83rd Avenue	83rd Avenue Lift Station	$90.00
350 KW Generac	19600 North 79th Avenue	Oasis Recharge Site	$90.00
600 KW Detroit Diesel	28101 North 63rd Avenue	Pyramid Peak	$90.00
1750 KW Cummins (Two Units)	7070 West Northern Avenue	Oasis Water Treatment Plant	$90.00 per unit
275 KW Onan	5850 West Glendale Avenue	Glendale City Hall	$90.00
150 KW Generac	6210 W Myrtle	OPS Complex	$90.00
125 KW Cummins	5959 W Brown Street	Glendale Main City Library	$90.00
250 KW Kohler	6835 N 57th Drive	Main Police Station	$90.00

GLENDALE	**City of Glendale** **Solicitation Number: RFP 19-20** **GENERATOR MAINTENANCE** **PRICING WORKBOOK**	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

Generator	Address	Facility Name	Regular Hours Emergency Repairs Cost Per Unit Per Regular Business Hour
1000 KW Cummins Diesel (Two Units)	11550 W Glendale Avenue	Glendale Regional Training Center	$90.00 per unit
50 KW Kohler (Two Units)	6801 N Glen Harbor	Glendale Airport	$90.00 per unit
15 KW Generac	4439 W Peoria	Fire Station 154	$90.00
50 KW Katolight	14061 N 59th Avenue	Fire Station 153	$90.00
80 KW Cummins	17159 N 63rd Avenue	Fire Station 159	$90.00
100 KW Generac	6255 W Union Hills Drive	Fire Station 155	$90.00
40 KW Katolight	6801 W Deer Valley Rd	Fire Station 156	$90.00
80 KW Generac	9658 N 59th Avenue	Fire Station 157	$90.00
250 KW Generac	6851 North 52nd Avenue	Fire Station 151	$90.00
230 KW Cummins	6261 N 83rd Avenue	Fire Station 158	$90.00
50 KW Katolight	6850 W Bethany Home Road	Fire Station 152	$90.00
30 KW Katolight	7505 N 55th Ave	Fire Support	$90.00
80 KW Multiquip (Two Units)	7505 N 55th Ave	Fire Support	$90.00
43 KW Hipower	7505 N 55th Ave	Fire Support	$90.00
60 KW Generac	11480 W Glendale Ave	Landfill	$90.00
		Total (3.1.3)	**$3,780**

3.1.4 PRICING FOR EMERGENCY REPAIRS AFTER HOURS (6:01 PM to 5:59 AM

After hours emergency includes weekend calls and days that fall on City holidays)

Generator	Address	Facility Name	After-Hours Emergency Repairs Cost Per Unit
1500 KW Caterpillar (Two Units)	5901 North Glen Harbor Boulevard	West Area Water Reclamation Facility	$135.00 per unit
1000 KW Caterpillar	9802 West Camelback Road	Raw Sewage Pump Station	$135.00
500 KW Caterpillar	6893 North Glen Harbor Boulevard	Airport Lift Station	$135.00
125 KW Onan	111719 West Glendale Avenue	Aquifer Recharge Facility	$135.00
225 KW Cummins	14904 North 67th Avenue	67th and AC/DC Lift Station	$135.00
40 KW Kohler	12995 North 55th Avenue	55th and Dahlia Lift Station	$135.00
100 KW Onan	5175 West Arrowhead Lakes Drive	Arrowhead Manor Booster Station	$135.00
350KW Onan	6790 West Deer Valley Road	Hillcrest Ranch Booster Station	$135.00
1100 KW Caterpillar	7970 West Bethany Home Road	Zone Four Reservoir	$135.00
750 KW Onan	4805 West Cholla Street	Zone One Booster Station	$135.00
300 KW Onan	4805 West Cholla	Cholla Admin	$135.00
75 KW Onan	4805 West Cholla	Cholla Chlorine Scrubber	$135.00
1250 KW Detroit Diesel (Two Units)	8180 West Union Hills	Arrowhead Ranch Water Reclamation Facility	$135.00 per unit
300 KW Cummins	17500 North 83rd Avenue	83rd Avenue Lift Station	$135.00
350 KW Generac	19600 North 79th Avenue	Oasis Recharge Site	$135.00
600 KW Detroit Diesel	28101 North 63rd Avenue	Pyramid Peak	$135.00
1750 KW Cummins (Two Units)	7070 West Northern Avenue	Oasis Water Treatment Plant	$135.00 per unit
275 KW Onan	5850 West Glendale Avenue	Glendale City Hall	$135.00
150 KW Generac	6210 W Myrtle	OPS Complex	$135.00

GLENDALE	**City of Glendale** **Solicitation Number: RFP 19-20** **GENERATOR MAINTENANCE** **PRICING WORKBOOK**	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

Generator	Address	Facility Name	After-Hours Emergency Repairs Cost Per Unit
125 KW Cummins	5959 W Brown Street	Glendale Main City Library	$135.00
250 KW Kohler	6835 N 57th Drive	Main Police Station	$135.00
1000 KW Cummins Diesel (Two Units)	11550 W Glendale Avenue	Glendale Regional Training Center	$135.00 per unit
50 KW Kohler (Two Units)	6801 N Glen Harbor	Glendale Airport	$135.00 per unit
15 KW Generac	4439 W Peoria	Fire Station 154	$135.00
50 KW Katolight	14061 N 59th Avenue	Fire Station 153	$135.00
80 KW Cummins	17159 N 63rd Avenue	Fire Station 159	$135.00
100 KW Generac	6255 W Union Hills Drive	Fire Station 155	$135.00
40 KW Katolight	6801 W Deer Valley Rd	Fire Station 156	$135.00
80 KW Generac	9658 N 59th Avenue	Fire Station 157	$135.00
250 KW Generac	6851 North 52nd Avenue	Fire Station 151	$135.00
230 KW Cummins	6261 N 83rd Avenue	Fire Station 158	$135.00
50 KW Katolight	6850 W Bethany Home Road	Fire Station 152	$135.00
30 KW Katolight	7505 N 55th Ave	Fire Support	$135.00
80 KW Multiquip (Two Units)	7505 N 55th Ave	Fire Support	$135.00 per unit
43 KW Hipower	7505 N 55th Ave	Fire Support	$135.00
60 KW Generac	11480 W Glendale Ave	Landfill	$135.00
		Total (3.1.4)	**$5,670**

GLENDALE	City of Glendale Solicitation Number: RFP 19-20 GENERATOR MAINTENANCE PRICING WORKBOOK	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

3.2 **TAX AMOUNT** Do not include any use tax or federal tax in your proposal.

3.3 **PAYMENT** The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in Section 3.0.

3.4 **DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.**

Comply: YES ☐ NO ☒

If your answer is NO, please state terms offered: Ø %

3.5 **ADDITIONAL DISCOUNTS OFFERED:** Percent (%) discount offered for additional related services also provided by your company. Ø %

3.6 **EMERGENCY TWENTY-FOUR HOUR SERVICE CONTACT**

Name: Brian Edwards

Telephone Number: 602 818 4979

Alternate Contact: Cummin after hours Emergency

Telephone Number: 800 800 2345 opt 3

COMPANY NAME: Cummins Inc.

CITY OF GLENDALE
Procurement Division
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2864

ADD to Pricing Workbook:

Generator	Address	Facility Name	Battery Change Cost Per Unit (Two Years)
1500 KW Caterpillar (Two Units)	5901 North Glen Harbor Boulevard	West Area Water Reclamation Facility	$ N/A-Nicad
1000 KW Caterpillar	9802 West Camelback Road	Raw Sewage Pump Station	$635.00
500 KW Caterpillar	6893 North Glen Harbor Boulevard	Airport Lift Station	$635.00
125 KW Onan	111719 West Glendale Avenue	Aquifer Recharge Facility	$635.00
225 KW Cummins	14904 North 67th Avenue	67th and AC/DC Lift Station	$635.00
40 KW Kohler	12995 North 55th Avenue	55th and Dahlia Lift Station	$635.00
100 KW Onan	5175 West Arrowhead Lakes Drive	Arrowhead Manor Booster Station	$635.00
350KW Onan	6790 West Deer Valley Road	Hillcrest Ranch Booster Station	$635.00
1100 KW Caterpillar	7970 West Bethany Home Road	Zone Four Reservoir	$635.00
750 KW Onan	4805 West Cholla Street	Zone One Booster Station	$635.00
300 KW Onan	4805 West Cholla	Cholla Admin	$635.00
75 KW Onan	4805 West Cholla	Cholla Chlorine Scrubber	$635.00
1250 KW Detroit Diesel (Two Units)	8180 West Union Hills	Arrowhead Ranch Water Reclamation Facility	$635.00 per unit
300 KW Cummins	17500 North 83rd Avenue	83rd Avenue Lift Station	$635.00
350 KW Generac	19600 North 79th Avenue	Oasis Recharge Site	$635.00
600 KW Detroit Diesel	28101 North 63rd Avenue	Pyramid Peak	$635.00
1750 KW Cummins (Two Units)	7070 West Northern Avenue	Oasis Water Treatment Plant	$635.00 per unit
275 KW Onan	5850 West Glendale Avenue	Glendale City Hall	$635.00
150 KW Generac	6210 W Myrtle	OPS Complex	$635.00
125 KW Cummins	5959 W Brown Street	Glendale Main City Library	$635.00

CITY OF GLENDALE
Procurement Division
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2864

250 KW Kohler	6835 N 57th Drive	Main Police Station	$635.00
1000 KW Cummins Diesel (Two Units)	11550 W Glendale Avenue	Glendale Regional Training Center	$635.00 per unit
50 KW Kohler (Two Units)	6801 N Glen Harbor	Glendale Airport	$635.00 per unit
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30 KW Katolight	7505 N 55th Ave	Fire Support	$635.00
80 KW Multiquip (Two Units)	7505 N 55th Ave	Fire Support	$635.00 per unit
43 KW Hipower	7505 N 55th Ave	Fire Support	$635.00
60 KW Generac	11480 W Glendale Ave	Landfill	$635.00
		Total (3.1.5)	$25, 400

ADD to Pricing Workbook:

3.1.5 Pricing for Semi-Annual Fuel testing

Fuel Testing per ASTM 975 Standards Varnish		Our Fuel sample is all inclusive of these 3 testings.	Reference total price	$
Fuel Testing per ASTM 975 Standards Bio Diesel			Reference total price	$
Fuel Testing per ASTM 975 Standards Petroxy			Reference total price	$
		Total (3.1.6)		$250.00

Name of Company: Cummins Inc.

Address: 1651 N. 101st Avondale, AZ 85323

Authorized Signature: [signature]

Print Name and Title: Doug Vamer - Regional General Manager

C19-0613-2

AMENDMENT NO. 1
GENERATOR MAINTENANCE
(Solicitation No. RFP 19-20, Contract No. C19-0613)

This Amendment No. 1 ("Amendment") to the Generator Maintenance ("Agreement") is made this 25 day of June, 2021, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Cummins Inc., an Indiana corporation authorized to do business in Arizona ("Contractor").

RECITALS

A. City and Cummins Inc. ("Contractor") previously entered into Generator Maintenance, Contract No. C19-0613, dated June 25, 2019 ("Agreement"); and

B. The Agreement had a initial one-year term beginning June 25, 2019 through June 24, 2020 and provided the option to extend for an additional four (4) years in one-year increments; and

C. City and Contractor previously entered into Contract Extension No. 1 extending the term of the Agreement from June 25, 2020 to June 24, 2021; and

D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.

2. **Term.** The term of the Agreement is extended for a one-year period from June 25, 2021 through June 24, 2022, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.

3. **Scope of Work.** Scope of work is changed to add additional generators and remove generators that have been replaced as outlined in Exhibit A.

4. **Compensation.** Total compensation is unchanged.

5. **Insurance Certificate.** Current certificate will expire on December 1, 2021 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.

6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona municipal corporation

E-SIGNED by Jack Friedline on 2021-07-22 06:23:51 MST

Kevin R. Phelps, City Manager

ATTEST:

E-SIGNED by Julie Bower on 2021-07-22 08:22:41 MST

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

E-SIGNED by Michael Bailey on 2021-07-16 09:32:25 MST

Michael D. Bailey, City Attorney

Cummins Inc.
an Indiana corporation

Fred Risse

Fred Risse (Jul 15, 2021 14:05 PDT)

By: Fred P. Risse

Its: Director PEM Sales PG - Western US

Jul 15, 2021

4/29/2021

Exhibit A

Generator	Address	Facility Name	Contact
1500 KW Caterpillar (Two Units)	5901 North Glen Harbor Boulevard	West Area Water Reclamation Facility	Steve Maxwell/ Bryan Cook
1000 KW Caterpillar	9802 West Camelback Road	Raw Sewage Pump Station	Steve Maxwell/ Bryan Cook
500 KW Caterpillar	6893 North Glen Harbor Boulevard	Airport Lift Station	Steve Maxwell/ Bryan Cook
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1100 KW Caterpillar	7970 West Bethany Home Road	Zone Four Reservoir	Steve Maxwell/ Bryan Cook
750 KW Onan	4805 West Cholla Street	Zone One Booster Station	Steve Maxwell/ Bryan Cook
300 KW Onan	4805 West Cholla	Cholla Admin	Steve Maxwell/ Bryan Cook
75 KW Onan	4805 West Cholla	Cholla Chlorine Scrubber	Steve Maxwell/ Bryan Cook
1250 KW Detroit Diesel (Two Units)	8180 West Union Hills	Arrowhead Ranch Water Reclamation Facility	Steve Maxwell/ Bryan Cook
300 KW Cummins	17500 North 83rd Avenue	83rd Avenue Lift Station	Steve Maxwell/ Bryan Cook
350 KW Generac	19600 North 79th Avenue	Oasis Recharge Site	Steve Maxwell/ Bryan Cook
600 KW Detroit Diesel	28101 North 63rd Avenue	Pyramid Peak	Steve Maxwell/ Bryan Cook
1750 KW Cummins (Two Units)	7070 West Northern Avenue	Oasis Water Treatment Plant	Steve Maxwell/ Bryan Cook
1250 KW Kohler	28101 North 63rd Avenue	Pyramid Peak	Steve Maxwell/ Bryan Cook
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2500 KW Cummins	4805 West Cholla	Cholla	Steve Maxwell/ Bryan Cook
50 KW Gentech	5503 w 91st Ave	Stonehaven LS	Steve Maxwell/ Bryan Cook
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Units Added			
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Units Removed		
600 KW Detroit Diesel	28101 North 63rd Avenue	Pyramid Peak
750 KW Onan	4805 West Cholla Street	Zone One Booster Station

Amendment to PM Agreement - City of Glendale (CMI_07-15-21)

Final Audit Report 2021-07-15

Created:	2021-07-15
By:	Beth Adcock (fv598@cummins.com)
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C19-0613-2

AMENDMENT NO. 1
GENERATOR MAINTENANCE
(Solicitation No. RFP 19-20, Contract No. C19-0613)

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E-SIGNED by Julie Bower on 2021-07-22 08:22:41 MST

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Fred Risse

Fred Risse (Jul 15, 2021 14:05 PDT)

By: Fred P. Risse

Its: Director PEM Sales PG - Western US

Jul 15, 2021

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Amendment to PM Agreement - City of Glendale (CMI_07-15-21)

Final Audit Report 2021-07-15

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Status:	Signed
Transaction ID:	CBJCHBCAABAABeqCDERv5DTb8hlcGdTZXPdxftL-vF69

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Agreement completed.
2021-07-15 - 9:05:15 PM GMT

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CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.H. **Police Training Facility Change Order No. 3 - Construction Administration**
DATE PREPARED: 09/16/21	**DISTRICT NO.:** All
STAFF LIAISON: Chris Williams, Constriction and Contracting Manager, cwilliams@buckeyeaz.gov, (623) 349-6225	
DEPARTMENT: Construction and Contracting	**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 Change Order No. 3 to Task Order No. 1 to the On-Call Engineering Services Category 11: Architectural Engineering Contract (No. 2016-020-029) between the City of Buckeye, an Arizona municipal corporation, and Arrington Watkins Architects, LLC, an Arizona limited liability corporation, to provide construction administration services for the Police Training Facility; and authorizing the Mayor to execute and deliver said Change Order on behalf of the City.

RELEVANT GOALS:
GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:
As part of the Capital Improvement Program, the Police Department has requested the Construction and Contracting Division construct a new Police Training Facility. This contract between the City of Buckeye and Arrington Watkins Architects, LLC is for the construction administration phase of a 17,500 square foot facility for the Police/SWAT Departments to be utilize for firearm situational training and situational/hand to hand combat training. It will include a large auditorium style classroom, storage for ammunition, a gunsmithing area, and a new gun safe room with explosion proof walls.

BENEFITS:
Buckeye's current training center is insufficient and has exceeded its use. This new training center will include an auditorium style classroom large enough to allow other valley agencies to schedule training.

FUTURE ACTION:
None

FINANCIAL IMPACT STATEMENT:
General and Impact Fees

CURRENT FISCAL YEAR TOTAL COST:
$137,735.00

BUDGETED:
Yes

FISCAL YEAR:
2021/2022

FUND/DEPARTMENT:
CIP2021025 - 50212121-543143

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Arrington Watkins Architects, LLC TO1 CO3.pdf
MAP.pdf

CITY OF BUCKEYE
ON-CALL ENGINEERING SERVICES
CATEGORY 11: ARCHITECTURAL ENGINEERING
CONTRACT NO. 2016-020-029
ARRINGTON WATKINS ARCHITECTS, LLC

TASK ORDER #1
CHANGE ORDER NO. #3

In accordance with the On-Call Engineering and Architectural Services Contract between the City of Buckeye (the "City") and Arrington Watkins Architects, LLC ("Consultant"), dated March 7, 2017, and Task Order #1 dated August 18, 2020, the following changes apply:

ARTICLE 1
SCOPE OF SERVICES

1. Additional scope of work for construction administration of the Police Training Facility, in an amount not to exceed $137,735.00, pursuant to Exhibit A.

2. Contract Term for this work is **Three Hundred Thirty-Six (336) calendar days** from the date of issuance of Notice to Proceed.

Total cost for this Change Order shall not exceed **$137,735.00**, pursuant to Exhibit A, and shall be added to the Contract amount.

The beginning Contract amount is **$385,754.00.** This Change Order shall increase the Contract amount from **$385,754.00** to **$523,489.00.**

The terms and conditions of the Change Order, including the cost and time contained herein, constitute a full accord and complete satisfaction for all costs and time of performance related to the work described or referenced. Except as amended herein, all provisions of the contract remain in full force and effect. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

[Signature Page to Follow]

THEREFORE, the City of Buckeye by its Mayor and City Clerk have hereunto subscribed their names _____.

CITY:
THE CITY OF BUCKEYE, ARIZONA
an Arizona Municipal corporation

By: _____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda Aja, City Clerk

RECOMMENDED:

CA Williams
_____
Christopher A. Williams, Manager Construction
& Contracting Division

APPROVED AS TO FORM:

_____
City Attorney

CONSULTANT:
Arrington Watkins Architects, LLC
an Arizona Limited Liability Company

Matthew A Gorman
_____
Matthew A. Gorman, Principal

EXHIBIT A

Scope of Work/Fee Proposal

Arrington Watkins Architects

July 29th, 2021

Mr. Chris Williams
530 East Monroe Avenue
Buckeye, Arizona 85326

Re: **Design Services – Change Order #3**
City of Buckeye – Police Training Facility
On-Call Architectural Contract #2016-020-029

Dear Mr. Williams,

This letter is a formal request by Arrington Watkins Architects for a change order to our design contract for the Buckeye Police Training Facility. It is in response to your request to provide additional services for construction administration.

This proposal includes an additional scope of work that describes each new task for this change order request. A spreadsheet is attached showing the breakdown of the overall fee by task and discipline. Please review, I trust that this fee proposal will meet with your approval.

Attachments:

- Arrington Watkins Additional Scope of Work & Fee Proposal Spreadsheets
- Zell Company LLC – Additional Fee Proposal for CA work
- Pearson Engineering Associates, Inc – Additional Fee Proposal for CA work
- Pangolin Structural – Additional Fee Proposal for CA work
- Floor Associates – Additional Fee Proposal for CA work

Arrington Watkins Architects appreciates the opportunity to assist the City of Buckeye with this project. If you have any questions or concerns about this change order request, please feel free to contact me directly.

Best Regards,
Arrington Watkins Architects, LLC

Kyle D. Swanson
Principal Architect

Attachments

5240 N. 16th Street
Suite 101
Phoenix, Arizona 85016
Telephone: (602) 279-4373
FAX: (602) 279-9110

A Limited Liability Company

Scope of Work

Project Delivery: Changed to JOC – ForeSite Design & Construction

Task 8 – Construction Administration (Office & Field)

This task involves providing additional defined amount of construction administration (CA) services for the duration of construction. The services are based on the overall size of the project and provide an estimated minimum amount of CA averaged over the remaining duration of construction. The services will consist of the following subtasks.

1. **Subtasks:**
    a. Attend Owner, Architect & Contractor (OAC) meetings.
        i. Total of (**30**) trips for regularly scheduled OAC meetings.
        ii. At least one visit per month minimum.
        iii. During peak construction activity, one visit per week may occur.
        iv. Specific dates will be coordinated with contractor based on construction activity and progress.
    b. Provide general site observations when present on-site and after OAC meetings.
    c. Submit Field Reports of the job site visits summarizing the activities at the time of the visit and progress made since the last visit.
    d. Review and act on samples, shop drawings and other submissions.
    e. Review and make recommendations on reports from testing laboratories.
    f. Coordinate with the consultant engineers for review of specific shop drawings, RFI's, Change Order requests or other submittals that relate to their scope of work.
    g. Coordinate and schedule the consultant engineers for on-site construction observations and punch list activities.
    h. Review special inspection reports required by code and submitted to AW.
    i. Respond to a reasonable number of Requests for Information (RFI's).
    j. Attend joint on-site observation with the Contractor and City Personnel to develop a Punch-List and determine the dates for Substantial Completion and Final Completion.
    k. Attend a Final Completion walk through of the project and back check the Punch-List.
    l. Review all warranties and close-out paperwork assembled by the contractor as described in the project specifications.
    m. AW will review as-built drawings submitted by the contractor and make comments but transferring any as-built information into a digital format (AutoCAD or Revit) is specifically excluded.
    n. Special Structural Inspections (SSI's) are not included with this scope of work and will need to be contracted separately by the owner or contractor.

2. **Team Meetings**:
    a. (30) OAC meetings / site visits
    b. (1) Substantial Completion Punch List Walk
    c. (1) Final Completion Back Check

3. **Schedule**: 43 weeks (approximately 10 months) of Construction

Summary

CITY OF BUCKEYE

Police Training Facility

Arrington Watkins Architects, LLC
5240 N. 16th St. #101, Phoenix, Arizona 85016
(602) 279-4373 Fax (602) 279-9110

July 29, 2021
CO -3

SERVICES	PHASE TOTAL	ARCHITECT FEE	CONSULT'S FEE TOTALS	CONSULTANTS' FEE			
				ZELL Civil	PEARSON ENGINEERING MEP	PANGOLIN Structural	FLOOR ASSOC. Landscape
TRAINING FACILITY							
8a CONSTRUCTION ADMINISTRATION - OFFICE	**$ 78,170**	$ 63,810	**$ 14,360**	$ 6,800	$ 4,060	$ 2,300	$ 1,200
8b CONSTRUCTION ADMINISTRATION - FIELD	**$ 59,565**	$ 35,840	**$ 23,725**	$ 4,375	$ 16,750	$ 1,000	$ 1,600
SUB-TOTAL FEE - CO-3	**$ 137,735**	**$ 99,650**	**$ 38,085**	**$ 11,175**	**$ 20,810**	**$ 3,300**	**$ 2,800**
ESTIMATED REIMBURSABLES	$ -						
TOTAL FEE FOR C0-3	**$ 137,735**						

Arrington Watkins Architects

FEE PROPOSAL

CLIENT: City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

DATE: July 29, 2021

CO-3

PROJECT: **Buckeye - Phase 2 Police Training Facility**

AWA NO. 2020.047

Item	Task	Hours	Rate	Fee	Totals
	0				
8a	**CONSTRUCTION ADMINISTRATION IN OFFICE**				
	Principal Architect	26	$ 200	$ 5,200	
	Project Manager	43	$ 170	$ 7,310	
	Project Architect	129	$ 150	$ 19,350	
	Specification Writer	0	$ 150	$ -	
	Project Coordinator	129	$ 135	$ 17,415	
	Modeler/Drafter	0	$ 110	$ -	
	Admin	171	$ 85	$ 14,535	
	Subtotal				**$ 63,810**
8b	**CONSTRUCTION ADMINISTRATION IN FIELD (32 TRIPS)**				
	Principal Architect	20	$ 200	$ 4,000	
	Project Manager	0	$ 170	$ -	
	Project Architect	176	$ 150	$ 26,400	
	Specification Writer	0	$ 150	$ -	
	Project Coordinator	0	$ 135	$ -	
	Modeler/Drafter	0	$ 110	$ -	
	Admin	64	$ 85	$ 5,440	
	Subtotal				**$ 35,840**
		TOTAL FEE (CO-3):			**$ 99,650**

ZELL COMPANY L.L.C. CIVIL ENGINEERING
TIBI ADSUMUS

Phone: 623 • 547 • 2500
Fax: 623 • 547 • 2501
3400 North Dysart Road
Suite 130
Avondale • Arizona
85392

May 7, 2021

Arrington Watkins Architects
5240 North 16th Street Suite 101
Phoenix, Arizona 85016

Attn: Kyle Swanson
Re: Buckeye Police Training
Construction Administration Fees
ZCJN 20-067

Dear Kyle:

Confirming our scope and fees we discussed in April for the additional tasks necessary for the Police Training Facility in Buckeye, we have prepared this formal proposal. The scope and fees are per our discussions, and the information we sent to you via email.

DELETED (Included in CO-2)

Includes value engineering changes initiated by Foresite.

TASK 8a & 8b

$6800 **CONSTRUCTION ADMINISTRATION – OFFICE: ~~$8,000.00~~**
$4375 **CONSTRUCTION ADMINISTRATION – FIELD: ~~$5,000.00~~**

This assumes 8 site visits and follow-up reports.

If this is acceptable to you, please indicate your agreement by signing on the line provided. This proposal will become our agreement, if executed, and will be subject to the standard conditions executed with our original agreement. Call with questions.

Sincerely,

Zell Company, L.L.C.

Kenneth W. Zell

Kenneth W. Zell, P.E.
Managing Member

ACCEPTED:

Arrington Watkins Architects **Date**

at your service

PEARSON ENGINEERING ASSOCIATES, INC.

MECHANICAL
ELECTRICAL
PLUMBING

OFFICERS

D. Pearson, PE

J. Ruthstrom, PE

B. Willcoxson Jr., PE

J. Mostajabi, PE

J. M. Pearson, PE

ASSOCIATES

B. Ayersman

B. Hiller

J. Kilfoyle

R. Newton

L. Robertson, ICCEI

C. Seymour, CPD

April 1, 2021

Arrington Watkins Architects
5240 N. 16th Street, Suite 101
Phoenix, AZ 85016

Attn: Kyle Swanson

Re: City of Buckeye Police Evidence Building Construction Administration
P21-172

Good Afternoon,

Pearson Engineering Associates, Inc. (PEA) respectfully submits the following proposal to Arrington Watkins Architects (AW) for Mechanical, Plumbing, and Electrical Construction Administration services for the City of Buckeye Police Training Building. Our proposal is based on the scope of work we received March 31, 2021 from (AW). Please refer to the attached hourly breakdown, that is attached. Please note that we have included limited hours for Task 7 (Final GMP/Reconciliation).

Engineering Fee:

Pearson Engineering Associates, Inc. will provide the Mechanical, Plumbing, and Electrical Construction Administration services listed above for a lump sum fee of Thirty-Six Thousand Seven Hundred dollars ~~($36,700)~~. $20,810

Project Exclusions / Assumptions / Clarifications:

- Any services not specifically outlined above, shall not be construed as an obligation of PEA to provide. Changes in the scope of work or owner requested changes not included in the design services listed above are considered additional services and will be on an hourly basis at our standard hourly rates below.

Thank you for considering PEA for your engineering needs. If there are any questions regarding the above proposal or if we can assist in any other matter, please do not hesitate to contact us at our office.

TERMS OF PAYMENT NET 30 DAYS UNLESS OTHERWISE PROVIDED IN THE CONTRACT. PEA shall invoice on a Monthly Basis. Client agrees to pay PEA's delinquent charges on all amounts past due at the Annual Percentage Rate of 18%. Client agrees to pay PEA's reasonable Collection Agency fees. If suit is instituted to collect any past due monies, Client agrees to pay reasonable Attorney fees and Court costs in said suit or action.

This proposal is valid for thirty (30) days from the date submitted.

Very truly yours,

Jeff Ruthstrom, P.E.
Executive Vice President
PEARSON ENGINEERING ASSOCIATES, INC.

Accepted: _____ Date: _____
For: Arrington Watkins Architects

8825 N 23rd Avenue
Suite 11
Phoenix, AZ 85021
T. (602) 264-0807
F. (602) 274-7542

SCHEDULE OF HOURLY RATES

Principal	$ 200.00
Engineer	$ 175.00
Project Manager	$ 150.00
Senior Designer	$ 130.00
Designer	$ 110.00
CADD Operator	$ 90.00
Clerical	$ 75.00

Contracted Outside Services and Project Expenses @ Cost + 10%

PEA PROFESSIONAL SERVICES ESTIMATE

ESTIMATOR: JFR
REVIEWER: DSP
DATE: 4/1/2021

CLIENT: AW
PROJECT: City of Buckey Police Training
Construction Administration
JOB NO: P21-172

		RECAP Hours/Category							TOTAL	
NO.	Task	Principal	Engineer	PM	Sr. Des	Des	CADD	Admin	Hours	Labor
A.1	**MECH-1 Total Hrs (Pg 2)**		76		24	24		10	134	~~$19,810~~
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cost/Cat		$13,300		$3,120	$2,640		$750		~~$19,810~~ $11,530
A.2	**MECH-2 Total Hrs (Pg 3)**									
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cost/Cat									
A.3	**MECH-3 Total Hrs (Pg 4)**									
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cost/Cat									
B	**Plumbing Total Hrs (Pg 4)**									
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task									
C.1	**ELEC-1 Total Hrs (Pg 5)**		8	16	78	20		10	132	~~$16,890~~
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task		$1,400	$2,400	$10,140	$2,200		$750		~~$16,890~~ $9,280
C.2	**ELEC-2 Total Hrs (Pg 6)**									
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task									
			84	16	102	44		20	266	Total Hours
	Burdened cost rates	$200	$175	$150	$130	$110	$90	$75	266	

$11,530 ~~$19,810.00~~ Est Labor MECH-1
Est Labor MECH-2
Est Labor MECH-3
Est Labor PLBG
$9,280 ~~$16,890.00~~ Est Labor ELEC-1
Est Labor ELEC-2
Est Expenses

$14,700 $2,400 $13,260 $4,840 $1,500 ~~$36,700~~ **M\P\E Estimated Total**

$20,810

Expenses:
Other Consultant
Project Expenses
Other

Total Expenses

PEA PROFESSIONAL SERVICES ESTIMATE

ESTIMATOR: JFR
REVIEWER:

DATE: 4/1/2021

CLIENT: AW
PROJECT: City of Buckeye Police Training Construction Administration
JOB NO: P21-172

NO.	Task	MECH-1 Hours/Category							TOTAL	
		Principal	Engineer	PM	Sr. Des	Des	CADD	Admin	Hours	Labor
1	~~Task 5-Accelerated schedule~~					16			16	~~$1,760~~
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task					$1,760				~~$1,760~~
2	~~meetings (two)~~		8						8	~~$1,400~~
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task		$1,400							~~$1,400~~
3	~~Task 6-Permitting and Plan Review~~		4		4	4			12	~~$1,660~~
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task		$700		$520	$440				~~$1,660~~
4	~~Task 7-Final GMP Coordination/Reconciliation~~		2		4	4			10	~~$1,310~~
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task		$350		$520	$440				~~$1,310~~
5	~~meetings (two)~~		8						8	~~$1,400~~
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task		$1,400							~~$1,400~~
6	Task 8a-Construction Administration in office									
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task									
7	RFI review/response		2		8				10	$1,390
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task		$350		$1,040					$1,390
8	submittal review		2		8				10	~~$1,390~~
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task		$350		$1,040					~~$1,390~~
9	Task 8b-Construction Administration-Field									
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task									
10	Site Visit (total of 10 visits during construction)		50					10	60	$9,500
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task		$8,750					$750		$9,500
11										
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task									
12										
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task									
13										
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task									
14										
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task									
15										
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task									
16										
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task									
17										
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task									
18										
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task									
										~~$13,610~~
	Mechanical Page 1 Total Hours		**76**		**24**	**24**		**10**	134	**Total Mech Hou**
	Burdened cost rates	$200	$175	$150	$130	$110	$90	$75	134	Ave. Cost/Hr
	Estimated Mechanical Costs		$13,300		$3,120	$2,640		$750	~~$13,610.00~~	Estimated Labor

~~$13,610~~ Estimated Mech

$11,530

$640

$11,530

PEA PROFESSIONAL SERVICES ESTIMATE

ESTIMATOR: RGN
REVIEWER:

DATE: 4/1/2021

CLIENT: AW
PROJECT: City of Buckeye Police Training Construction Administration
JOB NO: P21=172

No.	Task	ELEC-1 Hours/Category							TOTAL	
		Principal	Engineer	PM	Sr. Des	Des	CADD	Admin	Hours	Labor
1	~~Task 5 Accelerated schedule~~				4	12			16	~~$1,640~~
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task				$520	$1,320				~~$1,840~~
2	~~meetings (two)~~			8					8	~~$1,200~~
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task			$1,200						~~$1,200~~
3	~~Task 6 Permitting and Plan Review~~		2		4	4			10	~~$1,310~~
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task		$350		$520	$440				~~$1,310~~
4	~~Task 7-Final GMP Coordination/Reconciliation~~		2		4	4			10	~~$1,310~~
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task		$350		$520	$440				~~$1,310~~
5	~~meetings (two)~~			8					8	~~$1,200~~
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task			$1,200						~~$1,200~~
6	Task 8a-Construction Administration in office									
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task									
7	RFI review/response		2		8				10	$1,390
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task		$350		$1,040					$1,390
8	submittal review		2		8				10	~~$1,390~~
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task		$350		$1,040					~~$1,390~~
9	Task 8b-Construction Administration in field									
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task									
10	Site Visit (total of 10 visits during construction)				50			10	60	$7,250
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task				$6,500			$750		$7,250
11										
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task									
12										
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task									
13										
	RFI	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task									
14										
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task									
15										
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task									
16										
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task									
17										
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task									
18										
	$/Hr	$200	$175	$150	$130	$110	$90	$75		
	Total$/Cat/Task									
										~~$16,890~~
	Electrical Page 1 Total Hours		8	16	78	20		10	132	Total Elec Hours
	Burdened Cost Rates	$200	$175	$150	$130	$110	$90	$75	132	
	Estimated Electrical Costs		$1,400	$2,400	$10,140	$2,200		$750	~~$16,890.00~~	Estimated Labor

~~$16,890~~ Estimated Total

$9,280

$640

$9,280

PANGOLIN STRUCTURAL

1440 E Missouri Avenue
Suite C195
Phoenix, AZ 85014
p.602.888.0336
www.pangolinstr.com

March 31, 2021

Mr. Kyle Swanson
ARRINGTON WATKINS ARCHITECTS
5240 N 16th Street, Suite 101
Phoenix, AZ 85016

Dear Kyle

Please consider our fee proposal to provide additional structural engineering services for BUCKEYE POLICE TRAINING FACILITY located in Buckeye, AZ. Our original proposal dated July 8, 2020 applied for services through 100% Construction Documents, and this proposal applies for Permitting and Plan Review, GMP Coordination, and Services During Construction.

Basic Services and Deliverables

1. Permitting and Plan Review
    a. Provide written responses to plan review comments from the Authority Having Jurisdiction (AHJ)
    b. Revise structural drawings and calculations as required for response to AHJ Comments
2. GMP Coordination and Reconciliation
    a. Respond to contractor questions regarding structural drawings
3. Services During Construction (SDC) including:
    a. Review of structural shop drawing submittals
    b. Respond to contractor's field questions
    c. Perform up to 2 site visits during construction
    d. Review of special inspection and testing reports.

Services that are specifically excluded from Basic Services are as follows:

1. Estimation of structural construction cost and construction schedule
2. Procurement of building permit
3. Material inspection and testing services:
    a. Geotechnical testing and inspections
    b. Concrete sampling and material testing
    c. Structural steel material testing (UT Testing for full moment connections)

Services that are excluded from Basic Services for the purposes of this fee proposal but may be provided as Additional Services are as follows:

1. Preparation of record drawings
2. Special Structural Inspection as required by the Building Code.
3. Design of non-building site structures beyond those mentioned above
4. Design of deferred design items including exterior cold-formed steel studs and soffits, steel stairs, and handrail and guardrail systems
5. Construction engineering for contractor means and methods
6. Value Engineering evaluation and modifications after substantial design completion
7. Site visits beyond those stipulated above.

Fees

Our fee for Basic Services will be invoiced on a monthly basis as a percentage of structural completion as follows:

~~Permitting and Plan Review~~	~~$ 1,000~~	
~~GMP Reconciliation~~	~~$ 500~~	
Services During Construction (Office)	~~$ 3,500~~	$2,300
Services During Construction (Field)	$ 1,000	
TOTAL FEE	~~$ 6,000~~	$3,300

Reimbursable expenses for travel and printing costs will be reimbursed at 1.0 x our costs and estimated not to exceed $300.00.

This proposal is valid for a period of sixty calendar days from the date of this proposal. In the event the project is stopped, we will be reimbursed based on our percentage of completion on the project at the time we are notified to stop.

If this meets with your approval, please indicate so in the appropriate space provided below and return one signed dated copy to our office.

Very truly yours,

PANGOLIN STRUCTURAL LLC

Pamela E. Singleton

Pamela E. Singleton, S.E., P. E
Partner | Principal

Crystal Blanton

Crystal Blanton, S.E., P.E.
Managing Partner | Principal

Authorized by: _____as of _____, 2021
(Person signing represents they are legally authorized to sign on behalf of entity)

FLOOR associates

Buckeye Evidence and Training Facility: Phase 2

Landscape Architecture Fees
Prepared for: Arrington Watkins Architects
M06417_Phase 2_Construction Phase

Exhibit A
March 31, 2021 revised

Project Area and Description: New Police Evidence Storage and Training Facility for the Town of Buckeye, located approximately at the SW corner of East Ash Avenue and Shepards Trail Road. Overall site is approximately 48 acres and this proposal includes the Phase 2 Training Facility. Phase 1 is currently under construction and Phase 2 will be a separate package.

Scope of Services: Scope of work will entail preparing a preliminary site plan package including revisiting and reestablishing initial programming requirements and SD level drawings. Upon approval, Floor Associates will provide Design Development, Construction Documents for landscape and irrigation. **Revised Scope of Work includes Permitting and Plan Review, GMP Coordination and Construction Phase Services, as outlined below.** Roadway layout, control gates, lighting and hardscape design will be prepared by others. It is our understanding that this project will not be required to submit to the Town of Buckeye for DRB approval. It is also assumed that no native plant inventory will be required.

Basic Services		
PREVIOUS SCOPE		
Phase 2 (Training)		
1 Project Kick-off / Restart / Program confirmation/refinement		$800
2 Preliminary Site Plan / Schematic Design		$1,200
3 Design Development		$1,600
4 Construction Documents 50%		$1,800
5 Construction Documents 100%		$2,000
Phase 2 (Training)		$7,400
NEW SCOPE		
Permitting and Construction Phase		
Task 6: Permitting and Plan Review		**$600**
Task 7: Final GMP Coordination / Reconciliation		**$800**
Task 8a: Construction Administration - Office		**$1,200**
Task 8b: Construction Administration Field		**$1,600**
Permitting and Construction Phase		**$4,200**

CO-3

Total Fees		
Basic Services		
Phase 2 (Training)		$7,400
Permitting and Construction Phase		**$4,200**
Total Fee		**$11,600**

Fees are valid for six months from date of this proposal.

Labor fees include work performed in the Phoenix Area. Out of town meetings and plant material review trips not specified under the Basic Services portion of our contract shall be considered Extra Services.

Reimbursable Expenses

Reimbursable Expenses are in addition to our fee and will be billed at cost plus 10%. Reimbursable expenses include printing, photo reproduction, postage, delivery service and project related mileage / travel. Printing includes plotting and printing of presentation materials, as well as plotting of progress prints and one bond set for each submittal. Copies for bidding and contractor distribution are not included.

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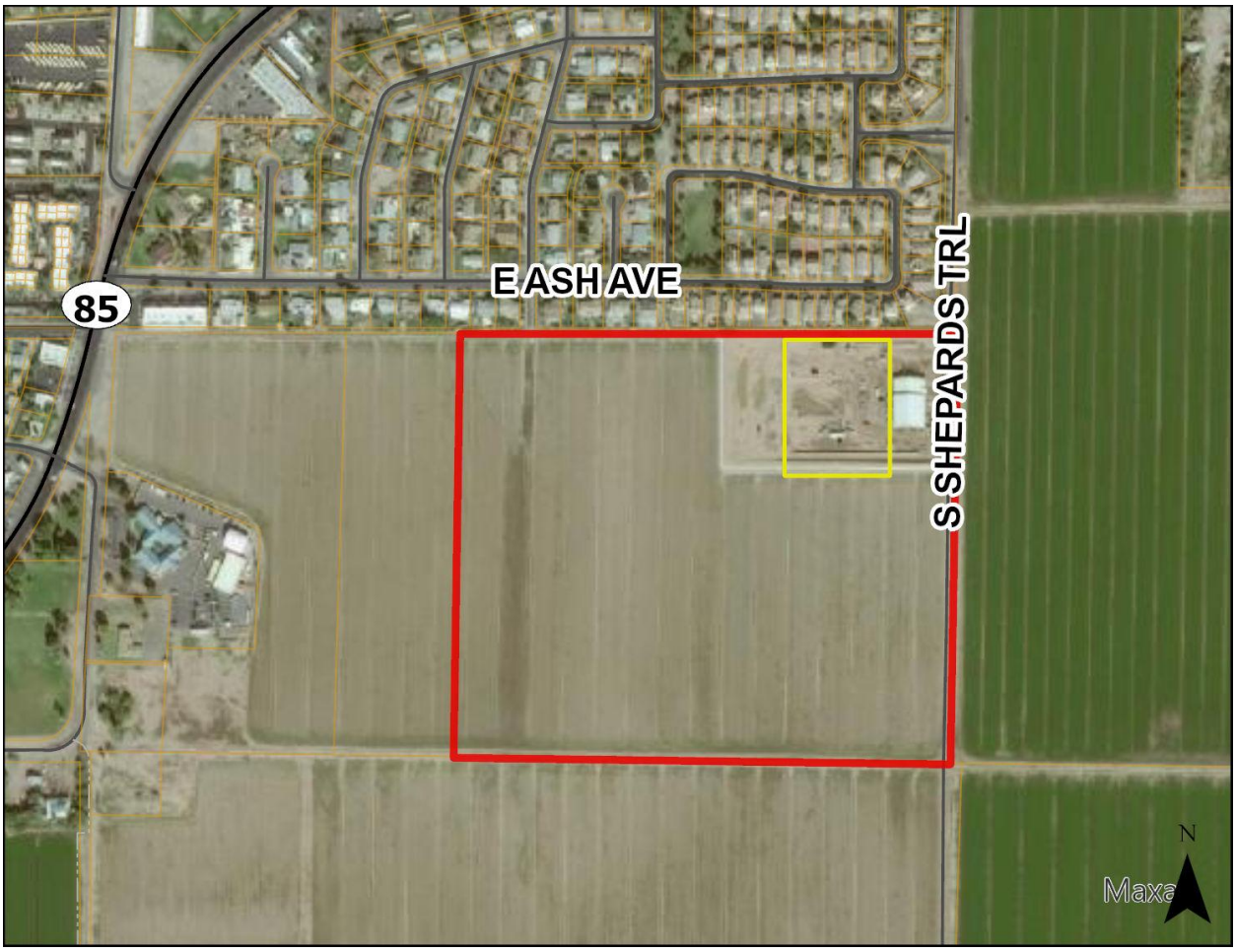
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CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.I. **North Airport ControlNet Replacement**
DATE PREPARED: 09/16/21	**DISTRICT NO.:** 4
STAFF LIAISON: Chris Williams, Construction and Contracting Manager, cwillams@buckeyeaz.gov, (623) 349-6225	
DEPARTMENT: Construction and Contracting	**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 Task Order No. 10 to the On-Call Professional Services Contract for On-Call SCADA Improvements (No. 31700016) between the City of Buckeye, an Arizona municipal corporation, and Vertech Industrial Systems, LLC, an Arizona limited liability corporation, for consulting services required to make improvements to North Airport Water Campus for Well No. 1; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.

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 existing control system located at the North Airport Water Campus for Well No. 1 is in need of upgrades to be compatible with the current SCADA systems. . The exiting Hot-Backup OLC has been obsoleted by the manufacturer (Rockwell Automation). Vertech Industrial Systems, LLC, an On-Call Consultant, will replace the controllers with the current version amiable from Rockwell Automation. In addition Vertech will replace the ControlNet modules with Ethernet modules. Vertech will also rewrite the PLC, SCADA and OIT code to meet the current standards of the City of Buckeye PLC programming.

BENEFITS:
North Airport Water Campus will be updated to meet the current City of Buckeye PLC programming.

FUTURE ACTION:
None

FINANCIAL IMPACT STATEMENT:
Water Resources SCADA

CURRENT FISCAL YEAR TOTAL COST:
$222,643.78

BUDGETED:

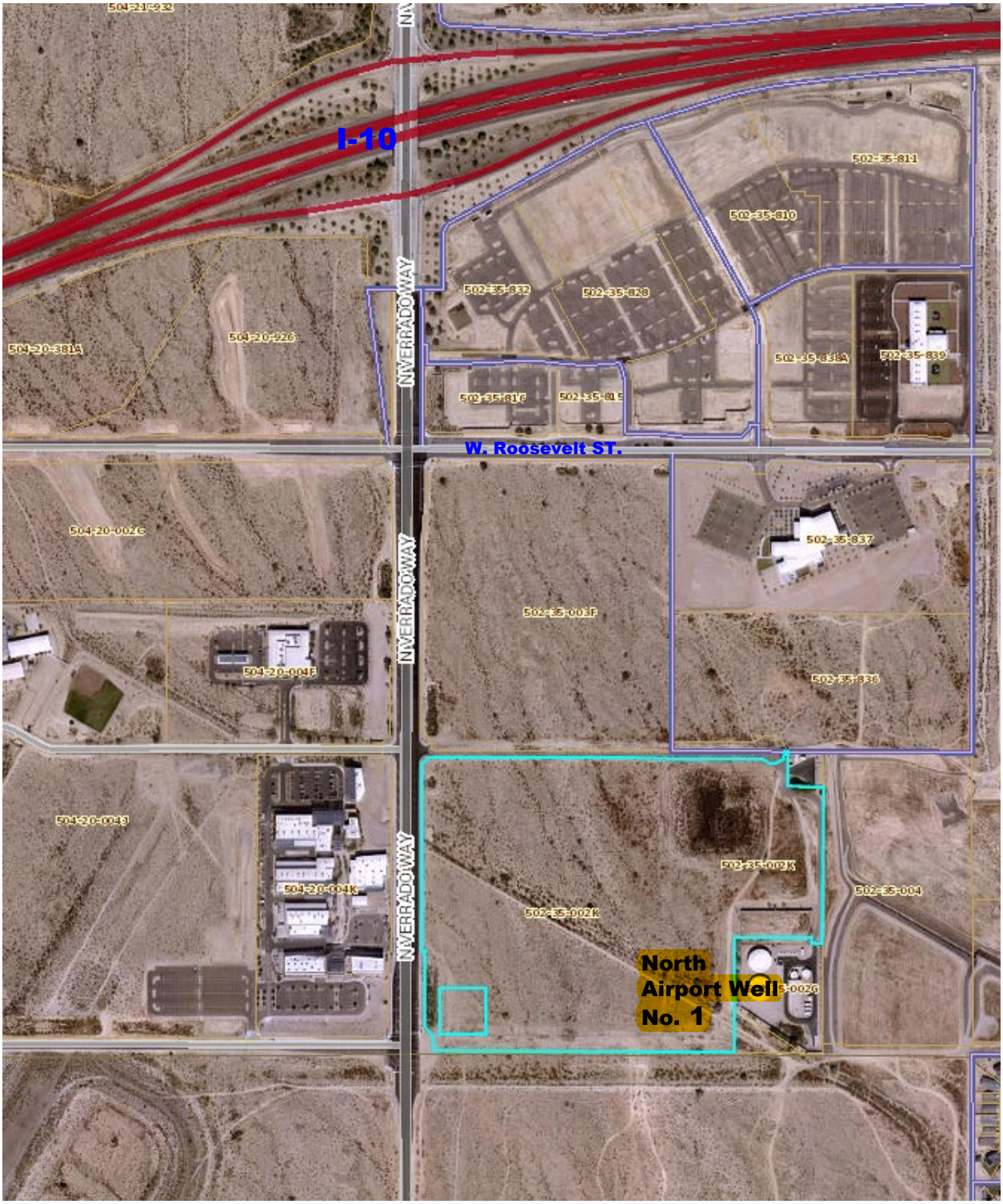
Yes

FISCAL YEAR:
2022

FUND/DEPARTMENT:
GL #40003210-521526

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Map.pdf
TO #10.pdf

North Airport Well No. 1



CITY OF BUCKEYE
ON-CALL PROFESSIONAL SERVICES CONTRACT
FOR
ON-CALL SCADA IMPROVEMENTS
CONTRACT 31700016
TASK ORDER #10

In accordance with the On-Call Professional Services Contract dated July 15, 2017, between the City of Buckeye (the "City") and Vertech Industrial Systems, LLC ("Consultant"), the Consultant will perform the following Scope of Services as detailed in Article 1, subject and pursuant to the terms and conditions of the On-Call Professional Services Contract.

ARTICLE 1
SCOPE OF SERVICES

Consultant will provide services to replace the existing control system at the North Airport Water Campus for Well No. 1, replace the Control Net modules with Ethernet modules, install the latest PanelView Plus 7 Performance OIT and rewrite the PLC, SCADA and OIT code to meet current standards of the City of Buckeye's PLC programming methodologies, and is more particularly set forth in the Scope of Work at Exhibit A.

ARTICLE 2
SCHEDULE OF COMPLETION OF SERVICES

The Consultant shall commence work immediately upon issuance of this Task Order and complete the services and deliverables within **One Hundred Fifty Four (154) calendar days**, or unless terminated as otherwise provided pursuant to the terms and conditions of the On-Call Professional Services Contract for SCADA Support Services for Water and Wastewater Treatment Facilities.

ARTICLE 3
FEE BREAKDOWN

Total cost to complete the project under this Task Order as identified in Article 1 shall not exceed **Two Hundred Twenty Two Thousand Six Hundred Forty Three Dollars and Seventy Eight Cents ($222,643.78).**

This Task Order is subject to the terms and requirements of the On-Call Professional Services Contract and may be cancelled pursuant to the provisions of Arizona Revised Statutes Section 38-511. If there is a discrepancy between the terms and conditions of the Contract and Scope of Work, the Contract supersedes the Scope of Work.

[SIGNATURE PAGE TO FOLLOW}

THEREFORE, the City of Buckeye by its Mayor has hereunto subscribed his name this _____.

THE CITY OF BUCKEYE, ARIZONA
an Arizona Municipal corporation

By: _____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda Aja, City Clerk

RECOMMENDED:

_____
Christopher A. Williams, Manager
Construction & Contracting Division

APPROVED AS TO FORM:

_____
City Attorney

CONSULTANT:
VERTECH INDUSTRIAL SYSTEMS, LLC

_____
Titus Crabb, President

EXHIBIT A
SCOPE OF WORK AND SCHEDULE

Cover Letter

August 23rd, 2021

Mark Seamans
City of Buckeye
530 E. Monroe Ave
Buckeye, AZ 85326

Quote #: Q210202
North Airport ControlNet Replacement

Mark,

Thank you for involving us in this opportunity. This proposal provides information on the system upgrade for the North Airport ControlNet you requested.

We look forward to our partnership with you and City of Buckeye. Vertech will continue to be a trusted resource. Please contact me at Bob Simpson at (480) 231-9062 if you have any questions or require additional information.

Sincerely,

Bob Simpson
Account Executive
Vertech
Office: (480) 756-2300
Mobile: (480) 231-9062
bsimpson@vertech.com

Proposal

Project Scope

The existing control system located at the North Airport Water Campus for Well 1 is starting to show its age. The exiting Hot-Backup PLC has been obsoleted by the manufacturer (Rockwell Automation). Vertech will replace the controllers with the current version available from Rockwell Automation. Another issue with the control system is the system utilizes ControNet as the I/O communication network. Rockwell Automation is no longer advancing this technology and plans to start Sunsetting the modules soon. Vertech will replace the ControlNet modules with Ethernet modules. Vertech will also install the latest PanelView Plus 7 Performance OIT. In addition, Vertech will rewrite the PLC, SCADA and OIT code to meet the current standards of the City of Buckeye PLC programming methodologies.

Vertech will also provide the latest PanelView Plus 7 Performance OIT for Well 2 and update all of the screens. Vertech will modify the SCADA and PLC code to meet the current standards of the City of Buckeye PLC programming methodologies for this location.

Hardware Components supplied by Vertech:

- (2) 1756-L73 – ControlLogix 5570 Controller with 8 MB Memory, USB Port, 4 Character Alpha/Numeric Display.
- (2) 1756-RM2 – Redundancy Module
- (1) 1756-RMC3 – Fiber Cable, 3 Meter
- (11) 1756-EN2T – EtherNet/IP communication module, 10/100M twisted pair, 128 TCP connections
- (2) 2711P-T10C22A9P – PanelView Plus 7 Performance Terminal, Touch Screen,10 SVGA, TFT Color, Ethernet DLR, 100-240VAC , Windows CE OS License Pro, Performance Model

Additional Item(s):

- Vertech will modify the existing ACAD drawings to reflect the modified hardware.
    - If ACAD drawings are not available, Vertech will provide redlines as required.

Pricing

North Airport ControlNet Replacement

ITEM DESCRIPTION	PRICE
System Design and Programming	$ 130,640
System Commissioning	$ 5,960
Hardware	$ 79,230
Subtotal	$ 215,830
Tax (8.6%)	$ 6,813.78
Total	**$ 222,643.78**

Notes

The following is **NOT** provided:

- Any permits or other governmental fees required for physical installation of any equipment
- Sales, use or TPT tax as may be required by law
- Additional hardware required to accommodate any changes requisitions during the designing or building the system
- Any services or hardware not specified by this proposal document

Startup will be 3 workdays, anything over will be billed to service contract.

Payment and Availability

- Terms of payment: Net-30 days. FOB Origin
    - 30% ARO
    - 20% Design Complete
    - 20% Fabrication Complete
    - 20% Programming Complete
    - 10% Project Signoff
- Pricing is good for 60 days from date of this proposal
- Estimated Lead Time: 18-22 Weeks. Please reconfirm lead time at time of order
    - Lead time subject to change based on Vertech's resource availability at time of order
- Sales tax will be included at the time of billing if applicable
- This proposal is subject to the terms and conditions detailed on the following pages

Vertech Advantage

Simply put, Vertech is an experienced, responsive, turn-key engineering and integration firm

- Extensive System Design Experience
- Extensive SCADA, MES, ERP and Controls Experience
- Extensive Experience with the Proposed Software

Vertech is a control systems integration firm providing expertly engineered automation solutions for industrial clients. Using hardware components, software, and a thorough understanding of the particularities of each project, our team of first-class engineers designs and implements complex yet elegant control systems to automate industrial processes.

Our greatest strength is our team, which includes many of the most skilled and sought-after engineers, programmers, and technicians in the Southwest. Our vision is to be recognized as a world class provider of industrial automation services, and as the employer of choice for the best and brightest talent. Our top priority is to provide industrial automation services of unrivaled quality and creativity. We will accomplish this through relentless quality process improvement and by fielding the best team in the business.

Vertech's business model is to develop repeat customers. We are here to build long term, lasting relationships with our clients. We have a wide breadth of talent at Vertech allowing us to support our customers with reliability and redundancy.

Vertech was founded in 2004. We have offices in Phoenix, Nashville and Irvine, CA.

Our staff is highly skilled in the following services:

- System design (system operation, integration, network, safety, SCADA standards, technical specifications)
- MES architecture and development (OEE, Downtime, SPC, Track & Trace, Scheduling, CMMS, Recipe Control, Workflows, ERP Integration)
- Control panel design (power distribution, schematics, layout, certification)
- PLC programming and integration
- SCADA programming (monitoring, control, alarming, trending, reporting, remote access, mobile access, scalable solutions, unlimited clients/tags/screens)
- UL 508 and 698A panel shop
- Instrumentation engineering, calibration and startup
- System startup and commissioning

Vertech puts a lot of effort into these certifications, and we believe that they are beneficial to you

- Inductive Automation Gold Certified Integrator since 2014
- Received Inductive Automation Premier Certification in September 2016 (highest level)
- Sepasoft MES Premier Certified Integrator since 2015
- Rockwell Recognized System Integrator since 2009

At Vertech, we've put the standards and procedures in place to give you quality, performance, and long-term support for your automation systems. To grow and sustain a successful integration company that meets clients' current and future requirements, Vertech is rigorous about maintaining strict business practices to grow the business responsibly.

Vertech is a certified member of Control System Integrators Association (CSIA). Whereas ISO certification offers quality management related to operations, CSIA delivers that same consistency, but expands the concept. CSIA practices cover all aspects of business performance, including general management, financial management, project management, quality management, supporting systems, human resources and more.

Vertech not only has well-defined processes for design and system development, project management, and client communication, but also utilizes these standards in daily workflows. Vertech has and utilizes documents defining these processes including:

- Engineering Standards and Procedure Manual
- System Development Manual
- Project Management Manual

Terms & Conditions

Please refer to City of Buckeye Contract #31700016 for associated Terms and Conditions.

Client Approval

By signing below, the client gives Vertech the notice to proceed with this scope of work and agrees to the Terms and Conditions set forth in this proposal.

Vertech Industrial Systems, LLC

Printed Name	Title
Signature	Date

City of Buckeye

Printed Name	Title
Signature	Date

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.J. K.P. Ventures - Planned Well Rehab
DATE PREPARED: 09/16/21	**DISTRICT NO.:** ALL
STAFF LIAISON: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (602) 349-6225	
DEPARTMENT: Construction and Contracting	**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 Cooperative Contract Purchase Addendum (Job Order Contract Well Maintenance and Repairs No. 2022005) between the City of Buckeye, an Arizona municipal corporation, and KP Ventures Well Drilling & Pump Company, LLC, an Arizona corporation, through the County of Mohave (Contract No. 19PS22-02, expiration February 17, 2022) for planned well rehab; and authorizing the Mayor to execute and deliver said Contract on behalf of the City.

RELEVANT GOALS:
GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:
The City of Buckeye's Water Resources Department provides planned well rehab that will allow them to keep the wells in operation.

BENEFITS:
Allows staff to keep wells in operation and keep citizens with adequate water.

FUTURE ACTION:
None

FINANCIAL IMPACT STATEMENT:
40003212-520581 - $150,000
40003213-520585 - $300,000
40003214-520581 - $150,000

CURRENT FISCAL YEAR TOTAL COST:
$600,000

BUDGETED:
Yes

FISCAL YEAR:
21/22

FUND/DEPARTMENT:

Multiple

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

ATTACHMENTS:

K.P.Ventures Contract No. 2022005.pdf

COOPERATIVE CONTRACT PURCHASE ADDENDUM
BETWEEN THE CITY OF BUCKEYE
AND
K.P. VENTURES WELL DRILLING & PUMP CO. LLC

JOB ORDER CONTRACT (JOC) WELL MAINTENANCE AND REPAIRS
CONTRACT NO. 2022005

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is made between the City of Buckeye, an Arizona municipal corporation (the "City") and KP Ventures Well Drilling & Pump Company, LLC an Arizona corporation (the "Contractor").

WHEREAS after a competitive procurement process, the County of Mohave entered into Contract No. 19PS22-02 dated February 18, 2020, with the Contractor for well maintenance and repairs (the "Mohave County Contract"), as more detailed in the KP Venture proposal, attached hereto as Exhibit A and incorporated herein by reference.

WHEREAS the City is permitted by Section 24-3-15 et seq. of the City Procurement Code to make purchases via cooperative purchasing pursuant to a cooperative purchasing Contract.

THEREFORE, the City desires to enter into the Contract with the Contractor under the County of Mohave, Cooperative Contract No. 19PS22-02, for well maintenance and repairs and issues the following addendum to the Original Contract. This Contract shall be effective as of the date first set forth for approval and remain in effect until the County of Mohave Contract is not renewed.

THEREFORE, the City of Buckeye by its Mayor and City Clerk have hereunto subscribed their names this _____.

CITY:
THE CITY OF BUCKEYE, ARIZONA
An Arizona Municipal corporation

By: _____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda Aja, City Clerk

RECOMMENDED:

_____
Christopher A. Williams, Manager
Construction & Contracting

APPROVED AS TO FORM:

_____

City Attorney

CONTRACTOR:

K.P. VENTURES WELL DRILLING & PUMP CO. LLC

Tyler Johnson

Name



Signature

President

Title

Adobe Sign Transaction Number: CBJCHBCAABAAd2aiZv3zREF3oIcwYU38a0t6Nkc7tzVK

EXHIBIT A

COOPERATIVE CONTRACT PURCHASE ADDENDUM
JOB ORDER CONTRACT (JOC) WELL MAINTENANCE AND REPAIRS

[COUNTY OF MOHAVE CONTRACT AND EXTENSION]

See following Pages

COUNTY OF MOHAVE

JOB ORDER CONTRACT (JOC)
WELL MAINTENANCE

CONTRACT NO. 19PS22-02

KP VENTURES WELL DRILLING & PUMP COMPANY LLC
COTTONWOOD, ARIZONA

2020

BOARD OF SUPERVISORS
GARY WATSON
HILDY ANGIUS
BUSTER D. JOHNSON
JEAN BISHOP
RON GOULD

COUNTY MANAGER
MIKE HENDRIX

MOHAVE COUNTY PROCUREMENT DEPARTMENT
700 W. BEALE ST., 1st FLOOR EAST
KINGMAN, ARIZONA 86401
PH: (928) 753-0752 Ext. 3 / FAX: (928) 753-0787

PROCUREMENT OFFICER: Michelle L. Fink
E-MAIL: michelle.fink@mohavecounty.us

CONTRACT SUMMARY

REFERENCED EXHIBITS AND FORMS:

EXHIBIT 1 – COUNTYWIDE WATER SYSTEM COMPONENTS

FORM A – Offeror Information & Background
FORM B – Title Page
FORM C – Subcontracting Information

AWARD SUMMARY:

Contractor: **KP Ventures Well Drilling & Pump Company LLC; Cottonwood, Arizona**

COUNTY OF MOHAVE
NOTICE OF REQUEST FOR QUALIFICATIONS

RFQ No. 19PS22
JOB ORDER CONTRACT (JOC)
WELL MAINTENANCE AND REPAIRS
RE-SOLICITATION

RFQ DUE DATE:	**December 16, 2019 @ 2 P.M. LOCAL AZ**
SUBMITTAL LOCATION:	**Mohave County Procurement Department** **700 W. Beale St., First Floor East** **Kingman, AZ 86401**
PRE-SUBMITTAL CONFERENCE DATE:	**December 4, 2019**
TIME:	**10:00 A.M. LOCAL AZ TIME**
LOCATION:	Turquoise Conference Room 3715 Sunshine Drive – First Floor Kingman, Arizona 86409
QUESTIONS SHALL BE DIRECTED TO:	**MICHELLE L. FINK** **PROCUREMENT SUPERVISOR** **(928) 753-0752, Ext. 3** michelle.fink@mohavecounty.us

Notice is hereby given that Mohave County ("County") is conducting a competitive one-step process to retain multiple Contractors for a Job Order Contract ("JOC") to provide labor, equipment and materials relating to well maintenance and repair services in the County.

Mohave County invites interested firms to submit written Statements of Qualifications relating to this solicitation. A Screening Committee will evaluate firms' qualifications and experience with similar projects. The highest qualified firms will enter into negotiations with the County for a fixed fee or cost plus fixed fee contract.

A complete copy of this Request for Qualifications (RFQ) including any issued amendments may be obtained from the County website at: http://procurementbids.mohavecounty.us. Internet access is available at all public libraries. Interested offerors without internet access may obtain a copy of this Solicitation by calling (928) 753-0752, or a copy may be picked up during regular business hours at the Procurement Department, 700 W. Beale Street, 1st Floor East, Kingman, Arizona.

Written questions regarding this RFQ must be received by the Procurement Department no later than **December 6, 2019** Questions may then be responded to by written amendment to this document. Oral statements or instructions shall not constitute an amendment to the RFQ.

All submittals must be received by the due date and at the submittal location specified herein. Any response received at the specified submittal location after the due date and time assigned will be returned unopened.

November 24 and December 1, 2019
Publish Dates

Issue Date: November 21, 2019

INTRODUCTION & GENERAL INFORMATION

1. GENERAL INFORMATION

1.1. GENERAL: The intent of this solicitation is to establish a Job Order Contract with one or more qualified companies, appropriately licensed in the State of Arizona, to perform well maintenance and repair projects. The Contractor(s) will be asked to perform well maintenance and repair, booster station maintenance and repair, and other tasks related to wells and booster stations. Work will include but not be limited to pulling pumps and motors from potable wells, brushing, bailing, sonar jetting, videoing, swabbing, rehabilitating pumps and motors, installing pumps and motors, etc. Work will be performed in Kingman, Golden Valley, Bullhead City, and Lake Havasu City. A list of current County water system components expected to be serviced under this contract is included as **Exhibit 1**. It should be noted that this list should not be taken as the only equipment that may need to be serviced, as the County may expand any of its water systems adding to this list or modify any of their components which may change the type of equipment.

1.2. The work to be performed under this contract consists of furnishing all labor, equipment and material required to complete assigned projects. This work may be required during normal working hours, after normal working hours, or on weekends and holidays. All work shall follow industry standards as well as specifications and details provided by Mohave County. Services will be requested on an as-needed, if-needed basis; and, the resultant Contracts are neither exclusive nor imply a commitment by Mohave County that the Contractors' services will be required. The estimated budget for the first calendar year of the resultant contract(s) is Four Hundred Twenty-five Thousand Dollars ($425,000.00).

1.3. The County anticipates award to multiple contractors, who may or may not specialize in servicing all of the County's facilities. For example one contractor may be specialized in working on lower horsepower, lower flow wells while another may be specialized in higher horsepower, higher flow wells. The County intends on awarding to both types of contractors in order to best meet the County's needs. The County anticipates awarding no more than five (5) individual contracts.

1.4. SOLICITATION DOCUMENTS: The complete solicitation includes the RFQ and all associated Exhibits and Forms.

1.4.1. The RFQ sections are as follows:

NOTICE OF REQUEST FOR QUALIFICATIONS
INTRODUCTION & GENERAL INFORMATION
SCOPE OF SERVICES
INSTRUCTIONS TO OFFERORS
SPECIAL TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS
GENERAL CONDITIONS
OFFER FORM

1.4.2. The Solicitation includes the following exhibits and forms:

1.4.2.1. ***Form A – Offeror Information And Background***
1.4.2.2. ***Form B – Title Page***
1.4.2.3. ***Form C – Subcontracting Information***
1.4.2.4. ***Form D – Reference Form***
1.4.2.5. ***Exhibit 1 – Countywide Water System Components***

2. SELECTION PROCESS

2.1. The County of Mohave will utilize a One-Step selection process for the final selection of top-rated Contractors to whom Contracts will be awarded.

2.1.1. Offerors must submit a Statement of Qualifications for evaluation per the criteria established in this RFQ. The County will evaluate the submittals and initiate contract negotiations with the top-ranked Offerors to develop Contract Rates. If negotiations are unsuccessful, the County will formally terminate negotiations with the top-ranked firm and begin negotiations with the next highest-ranked Offeror.

2.1.2. **INTERVIEWS:** The County reserves the right to hold interviews with the top five (5) scoring Offerors. If the County elects to hold interviews, proposers will be given at least 2 weeks' notice of the date of interviews. The interview criteria will be established by the County and provided to the short-listed firms following evaluation of the submittals. If interviews are held, successful Offerors will be determined by the combined rankings from the Statement of Qualifications evaluation and interviews.

SCOPE OF SERVICES

1. JOC PROCESS AND PROJECT MANAGEMENT:

1.1. Job Orders: Job Order Contracting is an alternative delivery method for public works projects. JOC's differ from the standard project-specific, low bid contracts in that they are indefinite-quantity, indefinite-delivery contracts that are awarded on the basis of qualifications. Best value may be considered in awarding the JOC or in awarding job orders under the contract.

1.2. During the term of the JOC, work is performed by way of individual job orders. Each job order, initiated by the County, is defined cooperatively by the County and Contractor. Scope, schedule and price are agreed upon in an executed Job Order Proposal prior to proceeding with the work.

1.3. The County anticipates awarding multiple contracts under this solicitation. Individual job orders will be distributed among contractors by the County at the County's sole discretion. The County may take into consideration the dollar amount of the project, the Contractors' available manpower, Contractors' available resources, Contractor's expertise and past experience, and/or any other factors the County considers pertinent in order to distribute individual job orders in a manner that will best serve the County's interests.

1.4. The County will take appropriate care to ensure that the Contractor is controlling cost and labor efficiently, both while reviewing individual Job Order Proposals and when inspecting job sites. Each individual Job Order Proposal shall include a "ceiling price" that the Contractor cannot exceed without prior written approval.

2. ACCEPTANCE AND DOCUMENTATION:

2.1. Each task shall be reviewed and approved by the County's Project Manager to determine acceptable completion.

3. CLEANUP:

3.1. The Contractor shall remove all debris and other materials from the work site after the completion of work.

4. CONTRACT MANAGEMENT

4.1. The purpose of the following specification is to describe the procedures to be used in the administration of this contract, which is designed to provide the County with a flexible and responsive contractual capability in support of its water system maintenance responsibilities.

4.2. **PROJECT INITIATION**:

4.2.1. The County Project Manager schedules a meeting and/or site evaluation visit with the Contractor.

4.2.2. The County Project Manager and Contractor conduct the meeting and/or site evaluation visit. During this meeting the following items will be discussed and established. Information discussed will be detailed in the meeting minutes to be written by the Contractor following the meeting and submitted to the County Project Manager.

4.2.2.1. Performance of site investigation.

4.2.2.2. Method and alternatives for accomplishing project work.

4.2.2.3. Definition and refinement of requirements.

4.2.2.4. Refine detailed scope of work, including any special instructions or conditions that may exist.

4.2.2.5. Identify requirements for plans, sketches, shop drawings, etc.

4.2.2.6. Determine schedule for completion in calendar days from date of Notice to Proceed.

4.2.2.7. Identify quantities which the Contractor establishes for use in developing the project estimate.

4.2.3. The County Project Manager formally requests the Contractor to submit a Job Order Proposal. Time for submittal of the Contractor's fixed fee or Guaranteed Maximum Price (GMP) for individual projects will be as agreed upon by the County and the Contractor.

4.3. **PROJECT PRICING:**

4.3.1. The Contractor is responsible for preparing a schedule for completion and a detailed fixed fee or GMP, in accordance with the negotiated fee schedule, by identifying tasks, preparing working drawings, shop drawings, establishing quantities, pricing tasks, developing construction schedules, preparing the project cost estimate and obtaining building permits.

4.3.2. Prior to the Contractor performing any repair work, the Contractor will be required to provide the County a written report including condition of equipment, recommended repairs and cost of repairs. The Contractor will be allowed to remove and disassemble the equipment prior to providing the report. The report will be required as soon as practicable after the equipment has been removed.

4.3.3. The Contractor will prepare a fixed fee or GMP in sufficient detail to allow the County Project Manager to conduct a meaningful evaluation of the Contractor's estimate for each project.

4.3.4. **WORK INITITIATION**:

4.3.4.1. Work shall be performed in accordance with the approved Job Order Proposal and shall not commence until a Notice to Proceed has been issued by the County Project Manager.

4.3.5. **WORK COMPLETION**:

The Contractor will be required to repair and reinstall equipment within the time allotted pursuant to the Project Schedule. Reasonable requests for adjustment of this requirement may be granted at the County's sole discretion.

5. DISINFECTION:

5.1. The Contractor will be responsible for disinfection of all potable water equipment with National Sanitation Foundation (NSF) approved products prior to and during installation in accordance with Arizona Department of Environmental Quality Engineering Bulletin No. 8 Disinfection of Water Systems, Part V, Section C

6. DISPOSAL OF WASTE:

6.1. The Contractor will be responsible for disposal of all waste products including but not limited to fill and oil baled from a well, debris, etc. at a legal off-site location. ANY DISPOSAL OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to the County upon request.

7. INSPECTION:

7.1. The County may monitor the work site as to the progress of the Work, the manner in which it is being performed, and if material furnished and work performed by the Contractor fails to fulfill the requirements of the Contract. The County may direct the attention of the Contractor to such failure or infringement but such inspection shall not relieve the Contractor from any obligation to supervise the work and materials and ensure that the materials and completed work comply with the Contract.

7.2. In the case of any dispute arising between the County and the Contractor as to material furnished or the manner of performing work, the County shall have the authority to reject materials or suspend the work until the question and issue can be resolved.

8. INSTALLATION PREPARATION:

8.1. The Contractor shall ensure that all necessary parts and equipment needed to perform the work is brought to the site. The Contractor shall fit and marry all motors, pumps and shafts at their facility prior to transporting to the site in order to ensure that the proper couplings and any necessary fittings are accounted for.

9. MATERIALS:

9.1. The Contractor will be responsible for ensuring that all materials used in any project are National Sanitation Foundation (NSF) approved for drinking water.

10. MINIMUM ONE-YEAR WARRANTY ON WORK AND MATERIAL:

10.1. The Contractor must provide a minimum one year warranty from date of County written acceptance of the Project work in accordance with ***Special Terms and Conditions 7.0 Warranty of Work***.

11. NEW/CURRENT PRODUCTS:

11.1. All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

12. PROPERTY OF THE COUNTY:

12.1. Any materials, including reports, computer programs and other deliverables created under this Contract are the sole property of the County. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the County.

13. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK:

13.1. The Contractor shall properly secure the work site and protect all finished or partially finished work.

14. REPLACEMENT PARTS

14.1. The County may purchase replacement pumps, motors, pipe, and other related equipment from the Contractor.

14.2. The Contractor shall include invoices for any parts for which he is seeking reimbursement. All replacement parts supplied must meet all manufacturers' specifications. The replacement parts and pricing must be pre-approved by the County.

14.3. The Contractor may be required to provide pricing of repair parts for specific jobs prior to the County authorizing purchase of the parts from the Contractor. The County reserves the right to purchase pumps, motors, and other related equipment directly from the manufacturer or from other vendors if it is in the County's best interest.

15. REPORTS:

15.1. The Contractor is responsible for preparing and submitting to the County the following reports within two weeks of completion of the work described in the report.

15.1.1. **Pull/Install Report**: These reports shall include the well number, the description, serial number, manufacturer, and type of the pump and motor; the number and length of segments of column pipe; the condition of pipe, motor, pump, and cable at time of removal/installation; the depth that the pump is set.

15.1.2. **Pump Inspection Report**: These reports shall include the well number, the description, serial number, manufacturer, and type of the pump; condition of impellers, bowls, bearings, etc; impeller and bowl dimensions and clearances; bearing material and other pertinent information.

15.1.3. **Motor Inspection Report**: These reports shall include the well number, the description, serial number, manufacturer and type of motor; condition of each component of the motor, including but not limited to shoes, windings, diaphragm, gaskets and O-rings, and other pertinent information.

15.1.4. **Well Video Reports**: These reports shall include the well number, static water level, type of perforations in casing, elevations of perforations in casing, description of perforation, condition of perforations, any damage to well casing, elevation of debris in well, elevation of the bottom of the well, and other pertinent information.

15.1.5. **Completion Report**: These reports shall include the detailed work completed, the depth of setting, depth of well water level and other pertinent information. **The report shall include a daily log sheets that account for all hours and materials billed to the job.** The County will not make payment prior to receiving this report.

16. RESPONSE TIME:

16.1. BOOSTER FACILITIES

16.1.1. The Contractor shall commence work within 5-calendar days of notification from the County for all non-emergency calls.

16.1.2. The Contractor shall commence work within 24 hours of notification from the County for all emergency calls.

16.1.3. The Contractor shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

16.2. POTABLE WELL AND MONITOR WELL

16.2.1. The Contractor shall commence work within 10 days of notification from the County for all non-emergency calls.

16.2.2. The Contractor shall commence work within 24 hours of notification from the County for all emergency calls.

16.2.3. The Contractor shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

17. SAFETY PROCEDURES:

17.1. The Contractor will be responsible for coordinating their activities with the County. Prior to the start of work, the Contractor and the County will perform a Pre-job briefing to discuss and plan for dealing with relevant safety issues such as lockout tag-out and confined space exposures. The Contractor will be responsible to properly lockout tag-out electrical hazards and ensure there is a plan to deal with other work related hazards.

18. SUPERVISION BY THE CONTRACTOR:

18.1. The Contractor will supervise and direct all work. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures performed. The Contractor will employ and maintain on the work site a qualified supervisor or superintendent, which shall be designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as of given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

19. VIBRATION ANALYSIS:

19.1. Repairs performed under this contract will be subject to vibration analysis and must comply with manufacturers' specifications.

INSTRUCTIONS TO OFFERORS

1. **PRE-SUBMITTAL CONFERENCE & SITE VISIT:** The date and time of a prospective pre-submittal conference is indicated on the cover page of this document. **It is strongly recommended that Prospective Offerors attend the scheduled pre-submittal conference and site visit.** The purpose of this conference will be to clarify the contents of this RFQ in order to prevent any misunderstanding of the County's position. Any doubt as to the requirements of this RFQ or any apparent omission or discrepancy should be presented to the County at this Conference. The County will then determine the appropriate action necessary, if any, and issue a written amendment to the RFQ. Oral statements or instructions will not constitute an amendment to this RFQ. ***"Persons with a disability or that are unable to physically attend may request a reasonable accommodation by contacting the responsible Procurement Officer at (928) 753-0752. Requests for accommodations must be made forty-eight (48) hours in advance of the event."***

2. **SUBMITTAL FORMAT: Original and 5 copies (6 total) of each submittal in hard copy format, plus one (1) electronic copy. A thumb/flash drive should contain an electronic copy of Contractor's submittal response including all submitted attachments** on the forms and in the format specified in the RFQ. The original copy of the submittal should be clearly labeled "Original" and must be unbound and single-sided. The material should be in sequence and related to the RFQ. **The sections of the submittal should be tabbed, clearly identifiable and must include the following sections: Offeror's Submittal and Offer and Acceptance.** The County will not provide any reimbursement for the cost of developing or presenting submittals in response to this RFQ. Failure to include the requested information may have a negative impact on the evaluation of the offeror's submittal.

3. **PREPARATION OF SUBMITTAL:**

   3.1 All submittals must be on the forms provided in this RFQ package. It is permissible to copy these forms as required. Facsimiles, telegraphic submittals or mailgrams will not be considered.
   3.2 The offer and acceptance page must be submitted with an original ink signature by the person authorized to sign the submittal.
   3.3 Submittals must include all information requested in Required Content and Organization, and include any other required forms or certifications.
   3.4 Erasures, interlineations, or other modifications in the submittal must be initialed in original ink by the authorized person signing the vendor offer.
   3.5 Periods of time, stated as a number of days, must be in calendar days.
   3.6 It is the responsibility of all offerors to examine the entire RFQ package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a submittal. Negligence in preparing a submittal confers no right of withdrawal after due time and date.

4. **CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all Offerors **must disclose** if any current Mohave County employee is also an owner, corporate officer, or employee of your business. Offerors are to indicate on the Offer Page of this solicitation either "Yes" (County employee is associated with your business), or "No." If "Yes", Offerors must provide the name(s) of the County employee(s) and the position(s) County employee(s) hold within your business where indicated.

5. **WHERE TO SUBMIT SUBMITTALS:** In order to be considered, the offeror must complete and submit their submittal to the Procurement Office at the location indicated, or prior to the exact time and date indicated on the Notice of Request for Qualifications page. The offeror's submittal must be presented in a sealed envelope. The words "SEALED SUBMITTAL" with SERVICE DESCRIPTION, CONTRACT NUMBER, DATE AND TIME OF SUBMITTAL OPENING must be written on the envelope.

6. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

7. **INQUIRIES:** Any question related to a RFQ must be directed to the Procurement Officer whose name appears on the front side of this document. The Offeror must not contact or ask questions of the department for whom the requirement is being procured. Questions should be submitted in writing when time permits. The Procurement Officer may require any and all questions to be submitted in writing at the Procurement Officer's sole discretion. Any correspondence related to a solicitation should refer to the appropriate RFQ number, page and paragraph number. However, the offeror must not place the number on the outside of an envelope containing questions since such an envelope may be identified as a sealed submittal and may not be opened until after the official submittal due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Amendment will be binding.

8. **REQUEST FOR ADDITIONAL INFORMATION:** The County reserves the right to request additional information from Offerors for the purpose of explaining the contents of their submittal. Any such request must be for informational purposes only and does not constitute discussions.

9. **CONTRACT NEGOTIATIONS:** The County reserves the right to enter into negotiations with the Offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive negotiations with the Offeror whose submittal is deemed most advantageous, whichever is in the County's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the County reserves the right to enter into negotiations with the next highest ranked Offeror without the need to repeat the formal solicitation process.

10. **AWARD OF CONTRACT:** Notwithstanding any other provision of the RFQ, the County reserves the right to:

    10.1 Waive any immaterial defect or informality; or
    10.2 Reject any or all submittals, or portions thereof; or
    10.3 Reissue the Request for Qualifications.

    A response to any RFQ is an offer to contract with the County based upon the terms, conditions, and specifications contained in the County's RFQ. Submittals do not become contracts unless and until they are executed by the County's Procurement Director or the Mohave County Board of Supervisors. A Contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the Contract are contained in the RFQ, unless any of the terms and conditions are modified by an Amendment, or by mutually agreed terms and conditions in the Contract.

11. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting, each Offeror must familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It must carefully review the requirements of the RFQ and otherwise satisfy itself as to the expense and ability to satisfy the requirements as listed in the RFQ. The submission of a RFQ will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract.

12. **LATE SUBMITTALS:** Late submittals will not be considered. Kingman is considered a "rural" area by many express delivery carriers and thus, they **do not** guarantee priority delivery (next day). Offerors are encouraged to keep this in mind when arranging delivery of their submittals and are advised herein that late submittals will be rejected and returned to the Offeror regardless of reason for being late.

13. **WITHDRAWAL OF SUBMITTAL:** At any time prior to the solicitation due date and time an Offeror (or designated representative) may withdraw their Offer. Facsimile or telephone withdrawals will not be considered.

14. **AMENDMENT OF THE REQUEST FOR QUALIFICATONS:** The Offeror must acknowledge receipt of a RFQ amendment by signing and returning the document with their Offer by the specified due time and date. Amendments may be obtained from the Mohave County website at: **procurementbids.mohavecounty.us**. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this RFQ. Internet access is available at all public

libraries. Any interested Offerors without internet access may obtain a copy of this Solicitation by calling **(928) 753-0752**, or a copy may be picked up during regular business hours at the Procurement Department, 700 W. Beale St., Kingman, AZ. Mohave County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the Offeror may be grounds for determining that an offer is non-responsive.

15. **CONFIDENTIAL INFORMATION:** If the Offeror believes that any portion of a submittal, bid, offer, specification, or correspondence contains information that should be withheld, the Offeror must clearly identify the information and provide an explanation of the request for confidentiality. The Procurement Director will review the request (price is not confidential and will not be withheld)and provide a written determination. If the confidential request is denied, such information will be disclosed as public information, unless the person utilizes the "Protest" provision.

16. **SUBCONTRACTORS:** Offeror must list any subcontractor/s that will be utilized in the performance of services herein. For each subcontractor, detail on respective qualifications must be included. Any subcontractors must meet the same qualifications as the primary Contractor.

17. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful Offeror must sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

18. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any RFQ is an offer to contract with the County based upon the Contract provisions contained in the County's RFQ, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the Contract provisions must clearly identify the proposed deviations and any proposed substitute language and clearly demonstrate how the County will be better served by the substitute language. However, the provisions of the RFQ cannot be modified without the express written approval of the Procurement Director or his designee. If a submittal or offer is returned with modifications to the Contract provisions that are not expressly approved in writing by the Procurement Director or his designee, the Contract provisions contained in the County's RFQ will prevail.

19. **SUBMITTAL RESULTS:** Submittal results **are not** provided in response to telephone inquiries. A tabulation of submittals received is on file in the Procurement Department and available for review after official Contract award.

20. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful Offeror must have a completed vendor application on file with the Department of Procurement. The Vendor Application may be downloaded off of the Procurement Department website at: **procurementregistration.mohavecounty.us** Internet Access is available for use at all County public libraries.

21. **EVALUATION SCORING CRITERIA**

21.1 Evaluation of each offer received under this RFQ that is deemed compliant with the submittal requirements specified herein, will be based upon the following scoring criteria listed in their relative order of importance:

21.1.1 Offeror Information & Background – Pass / Fail
21.1.2 Experience And Qualifications Of The Project Team – 30 Points
21.1.3 Capabilities of Company – 25 Points
21.1.4 Method of Approach – 25 Points
21.1.5 Past Performance – 20 Points
21.1.6 General –
21.1.6.1 Additional Investigations: The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stabilility of any firm submitting a proposal.

21.1.6.2 Prior Experience: Experiences with the County and entities which evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience.

22. SUBMITTAL ORGANIZATION

22.1 The Offer must clearly demonstrate the Offeror's ability to provide the services as described in this RFQ. A responsive offer must comply with the format and content requirements of the RFQ.

22.2 Required submission documents should be included as an attachment and **must be organized as follows**:

22.2.1 **Submittal Content: Form A – Offeror Information and Background; Form B – Title Page; Form C – Subcontracting Information**; **Form D – Reference Form** and completed **Offer Form.**

22.2.2 **Table of Contents** - Required with page numbers included.

22.2.3 **Executive Summary** - Provide an executive summary written in non-technical language to summarize the Offeror's overall capabilities and approaches for accomplishing the services specified on the Scope of Work. Evidence should include, but not be limited to, Offeror business philosophy and mission statement, etc.

22.2.4 **Experience and Qualifications of the Project Team** – Provide information as requested in Submittal Content below.

22.2.5 **Capabilities of Company** - Provide information as requested in Submittal Content below.

22.2.6 **Method of Approach** - Provide information as requested in Submittal Content below.

22.2.7. **Past Performance** - Provide information as requested in Submittal Content below.

22.2.8. **Submittal Formatting Requirements:** The Offeror must format the Original Offer on single-sided pages. The Offeror may format copies of the Offer on double-sided pages.

Pages (Original)	**Single-Sided**
Pages (Copies)	**Double-Sided Allowed**
Margins	**One (1) Inch – This applies to ALL margins.**
Spacing	**Single-Spaced**
Footer	**The name of the organization submitting the proposal and the page number on each page.**

23. EVALUATION CRITERIA

23.1. OFFEROR INFORMATION & BACKGROUND – PASS / FAIL

23.1.1. ***Form A – Offeror Information & Background*** must be completed and provided with the Offeror's Statement of Qualifications to ensure eligibility for award.

23.2. EXPERIENCE AND QUALIFICATIONS OF THE PROJECT TEAM – 30 POINTS

23.2.1. Provide experience and qualifications of key team members including any licenses, registrations, or certifications applicable to the proposed work. Identify team experience on similar projects and the extent of team involvement including time commitment.

23.2.2. Identify the project principal, project manager, key staff, and their qualifications and experience as they relate to these services.

23.2.3. Extent of principal involvement.

23.2.4. Team experience on similar projects.

23.2.5. Team member references, including contract information for the references.

23.2.6. Time commitment of key team members.

23.3. CAPABILITIES OF COMPANY – 25 POINTS

23.3.1. Describe the firm's experiences in dealing with the various aspects that will be involved with these services. Show how the experience relates to the categories outlined.

23.3.2. Identify the type and location of similar work performed that demonstrates experience with similar projects.

23.3.3. Provide project budgeted amount and final contract for preconstruction and construction services.

23.3.4. List specific references that may be contacted.

23.3.5. Describe internal quality and cost control measures or procedures.

23.4. METHOD OF APPROACH – 25 POINTS

23.4.1. Describe your company's procedures for providing a well rehabilitation from start to finish?

23.4.2. Describe systems used for planning, scheduling, estimating and managing projects.

23.4.3. Submit your proposed subcontractor selection plan. In accordance with ARS 34-603, Job Order Contractors shall select subcontractors using a combination of qualifications and price.

23.4.4. Indicate if any additional warranty above the minimum one year warranty on all work performed and material supplied pursuant to this Contract will be provided.

23.5. PAST PERFORMANCE – 20 POINTS

23.5.1. Scores shall be assigned based upon information obtained from County Departments, Project Managers, outside agencies, and references provided by the Contractor. **A minimum of three (3) reference forms are required**. ***See Instructions to Offerors; 22. Submittal Organization; 22.2.1. Form D – Reference Form.***

23.6. GENERAL

23.6.1. Additional Investigations: The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a submittal.

SPECIAL TERMS AND CONDITIONS

1. **SOFTWARE COMPATABILITY**: For the purposes of aiding the Contractor in the performance of their obligation under this Contract, the County will furnish upon request all relevant data in the County's possession and will direct County officers, agents and employees to render all reasonable assistance to Contractor in connection with Contractor's performance under this Contract. The provision of such aid, assistance, information or services as received from the County will in no way relieve the Contractor from obligations under this Contract. The County does not warrant the compatibility of County furnished data, either electronic or in any form, with the Contractor's software. All costs associated with data conversion or software upgrades and conversions must be borne by the Contractor.

2. **INSURANCE REQUIREMENTS**:

2.1. Contractor and subcontractors must procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

2.2. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Mohave County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

2.3. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor must provide coverage with limits of liability not less than those stated below.

2.3.1. **Commercial General Liability – Occurrence Form**: Policy must include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

2.3.1.1.	General Aggregate	$2,000,000
2.3.1.2.	Products – Completed Operations Aggregate	$1,000,000
2.3.1.3.	Personal and Advertising Injury	$1,000,000
2.3.1.4.	Each Occurrence	$1,000,000

2.3.1.5. The policy must be endorsed to include the following additional insured language: "The County and its departments, agencies, officers, agents, employees and volunteers of Mohave must be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor".

2.3.1.6. Commercial General Liability Additional Insured Endorsement must be as broad as CG 20 10 11 85.

2.3.1.7. Policy must contain a waiver of subrogation endorsement, as required by this written Contract, in favor of the County of Mohave, and its departments, agencies, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of the Contractor.

2.3.1.8. Contractor's subcontractors are subject to the same minimum requirements identified above. Contractor is responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

2.3.2. **Business Automobile Liability**: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

2.3.2.1. Combined Single Limit (CSL) for Any Auto: $1,000,000

2.3.2.2. The policy must contain, or be endorsed to contain, The County of Mohave and its departments, agencies, officers, officials, agents, employees and volunteers, as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.

2.3.2.3. Contractor's subcontractors are subject to the same minimum requirements identified in this section. Contractor is responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

2.3.2.4. Policy must contain a waiver of subrogation endorsement, as required by this written Contract, in favor of the County of Mohave, and its departments, agencies, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of the Contractor.

2.3.3. **Workers' Compensation and Employers' Liability**

2.3.3.1. Workers' Compensation — Statutory

2.3.3.2. Employers' Liability

2.3.3.2.1. Each Accident — $1,000,000

2.3.3.2.2. Disease – Each Employee — $1,000,000

2.3.3.2.3. Disease – Policy Limit — $1,000,000

2.3.3.3. Policy must contain a waiver of subrogation endorsement, as required by this written contract, in favor of the County of Mohave and its departments, agencies, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of the Contractor.

2.3.3.4. Contractor's subcontractors are subject to the same minimum requirements identified in this section. Contractor is responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

Mohave County Risk Management approved 03/08/19 BS

2.4. ADDITIONAL INSURANCE REQUIREMENTS: The policies must include, or be endorsed to include, the following provisions:

2.4.1. The Contractor's policies must stipulate that the insurance afforded the contractor is primary insurance and that any insurance carried by Mohave County, and its agents, officials, or employees is excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

2.4.2. Coverage provided by the Contractor will not be limited to the liability assumed under the indemnification provisions of this Contract.

2.5. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, Contractor must provide to the County, within two (2) business days of receipt, a notice if a policy is suspended, voided, canceled, reduced in coverage or endorsed to lower limits. Such notice must be mailed, e-mailed, hand-delivered or sent by facsimile transmission to (County of Mohave Department Representative's Name & Address).

2.6. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than A- VIII. The

County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

2.7. VERIFICATION OF COVERAGE: Contractor must furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

2.7.1. All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

2.7.2. All certificates required by this Contract must have 'Mohave County departments, agencies, officers, officials, agents, employees and volunteers' and main County address as 'Certificate Holder' and be sent directly to (County Department Representative's Name and Address). The County project/contract number and project description must be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

2.8. SUBCONTRACTORS: Contractor's certificate(s) must include all subcontractors as insureds under its policies or Contractor is responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors are subject to the minimum Insurance Requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

2.9. APPROVAL AND MODIFICATIONS: The County Attorney, in consultation with County Risk Management, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Any such modification or variation from the insurance requirements in this Contract will not require a formal Contract amendment, but may be made by administrative action.

Mohave County Risk Management approved 02/27/19 BS

3. **OTHER CONTRACTS**: The County may, as its sole option, enter into Contracts for additional work related to this project. The Contractor must fully cooperate with other Contractors and with County employees to accommodate such other work. The Contractor must not commit or permit any act that interferes with the performance of such work by other Contractors.

4. **COMPENSATION AND METHOD OF PAYMENT**: In consideration of the performance of the services described in the Scope of Services, the County will pay the Contractor in accordance with the negotiated contract rates, and the Contractor must charge the County only in accordance with those same rates.

4.1. The County will pay the Contractor following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by an authorized County representative confirming the services for which payment is requested. The invoice must be submitted monthly based upon work completed and direct costs incurred. Upon completion of the project to the satisfaction of the County and acceptance of the work, final payment will be made.

4.2. The County will make every reasonable effort to process payment for the purchase of materials or services within twenty-one calendar days after receipt of materials or services and a correct invoice, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.

4.3. Direct expenses will be paid at cost to Contractor and must include no markup.

4.4. Contractor will not be reimbursed for normal business use mileage within Mohave County. Work requiring travel outside of Mohave County may include reimbursement for travel and per diem expenses paid per current Mohave County allowances.

4.5. Vehicle usage, lodging, and per diem expenses for out-of-town employees must be identified and approved in the Contractor's cost proposal. Regarding meal ticket reimbursements, the County requires that an itemized invoice(s) be submitted. A copy of the credit card charge ticket does not qualify.

4.6. Regarding mileage reimbursement for vendor owned vehicles, the County will pay the current mileage reimbursement rate set by IRS. Regarding reimbursement for commercially rented vehicles, the County will pay a maximum rate for a STANDARD COMPACT AUTOMOBILE PLUS TAXES and FUEL ONLY prorated to the time the vehicle was used on Mohave County projects. Original receipts must be submitted for reimbursement.

4.7. Contractor must consider normal computer usage for daily activities as a part of overhead. Computer time for complex graphics, computer dedicated to field activities or computer time for numerical modeling as needed for a specific task must be identified and approved in the Contractor's cost proposal.

5. **CONFLICT OF INTEREST**: Sub-consultants who design and/or develop specifications for materials for this project will be precluded from contract award for that item if a solicitation is issued for the item.

6. **OWNERSHIP OF WORK**: The originals of all documents provided to the Contractor by the County for review and all work product of the Contractor including, without limitation, field review notes, field survey notes, reports, exhibits, computer outputs, calculation sheets, drawings, and all other documents, including recordings, videos and pictures associated herewith are instruments of service, are property of the County, and are to be delivered to the County before or as a part of completion of the performance under any phase of this contract for which compensation and/or payment is requested by the Contractor. Any work produced under this contract is a work made for hire. Each discovery, idea, invention, or other work product developed by the Contractor pursuant to this Agreement (collectively 'Work Product') belongs to the County. To the extent applicable law provides that any Work Product belongs to the Contractor rather than the County notwithstanding the preceding sentence, the Contractor assigns to the County all rights, title, and interest in and to such Work Product for no consideration other than that which is given in connection with this Agreement. The Contractor must promptly (1) provide the County with all information in the possession or under the control of the Contractor and relating to all Work Product and (2) at the request of the County, execute and deliver to the County each document and other writing, and take each other action, in order to assist the County in protecting its interest in any Work Product and otherwise enabling the County to use and enjoy any Work Product.

7. **SCHEDULE**: The Contractor must perform the services in accordance with the schedule to be negotiated prior to Contract award and which will be part of the Contractor's final Offer to the County. Requests for additional time to complete the Scope of Services must be submitted to the Contract Manager immediately when the need for additional time is identified, and such requests must be approved by the Contract Manager in writing.

8. **CONTRACT TERM AND RENEWAL:** The term of the contract shall commence upon award and shall remain in effect for a period of one (**1**) year thereafter, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for four (**4**) additional one-year periods or portions thereof, provided the contractor has satisfactory performance and service. In the event that the County exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of rate adjustments and minor scope additions and/or deletions which may be agreed upon

9. **PERFORMANCE AND PAYMENT BONDS:**

Within ten (10) days of Notice of Intent to Award and prior to commencing any construction activities, Contractor shall furnish Owner with an irrevocable security binding Contractor to provide faithful performance of the Agreement in the amount of one hundred percent (100%) of the contract amount, payable to Mohave County. Performance security shall be in the form of a performance bond, as required by Arizona law. If Contractor fails to execute the security document as required, Contractor may be found in material default of the Agreement, permitting Owner to terminate this Agreement. In case of default Owner reserves all rights. All performance bonds shall be executed on State of Arizona approved forms, duly executed by Contractor as Principal and having as Surety thereon a Surety

company approved by Owner and holding a Certificate of Authority issued by the Arizona Department of Insurance to transact surety business in the State of Arizona. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of this Agreement. The conditions and provisions of the bonds regarding the surety's obligation shall follow the form required under A.R.S. § 34-222; Subsection G. The cost of the bonds shall be included in the bid. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of bonds a rating FSC VIII A- or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

Within ten (10) days of Notice of Intent to Award and prior to commencing any construction activities, Contractor shall furnish Owner with an irrevocable security for the protection of all persons supplying labor and material to Contractor or any subcontractor for the performance of any work related to the Agreement. Payment security shall be in the amount of one hundred percent (100%) of the Contract amount and be payable to Mohave County. Payment security shall be in the form of a payment bond, as required by Arizona law. All payment bonds shall be executed on State of Arizona approved forms, duly executed by Contractor as Principal and having as Surety thereon a Surety company approved by Owner and holding a Certificate of Authority issued by the Arizona Department of Insurance to transact surety business in the State of Arizona. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of this Agreement. The conditions and provisions of the bonds regarding the surety's obligation shall follow the form required under A.R.S. § 34-222; Subsection F. The cost of the bonds shall be included in the bid. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of bonds a rating FSC VIII A- or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required, and Contractor shall require the attorney-in-fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of the Power of Attorney.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

Mohave County Risk Management approved 12/04/19 BS

10. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the County within seven (7) days of initial notification.

11. **RETURN OF NON-DEFECTIVE PRODUCT**: In the event items ordered and delivered are returned to the Contractor due to a County decision and not due to any fault or error by the Contractor, the Contractor shall be entitled to a restocking fee of ten percent (10%) of the invoiced price of the returned items, plus the cost of transportation from the County to the Contractor.

STANDARD TERMS AND CONDITIONS

1. **DEFINITION OF KEY WORDS USED IN SOLICITATIONS**:
   - 1.1. Must, Will: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an Offer as non-responsive.
   - 1.2. Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the County may, at its sole option, ask the offeror to provide the information or evaluate the submittal without the information.
   - 1.3. May: Indicates something that is not mandatory but permissible.
   - 1.4. For purposes of this solicitation, the following definitions apply:
     - 1.4.1. Contractor, Company or Firm – Used interchangeably in referring to the organization offering materials or services to the County.
     - 1.4.2. Contract - The legal agreement executed between the County and the Contractor.
     - 1.4.3. County – Mohave County, Arizona, 86401
     - 1.4.4. County Project Manager, County Contract Manager, or County Contract Administrator - The County employee specifically designated by the County Engineer as responsible for monitoring and overseeing the Contractor's performance under this Contract.
     - 1.4.5. Evaluation Committee – The committee established to formally evaluate proposals according to the evaluation criteria listed in a Solicitation.
     - 1.4.6. Joint Venture – Two or more persons or entities combining their property, money, skills, and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.
     - 1.4.7. Offer or Response – A general term for a Bid, Proposal, or Submittal in response to an Invitation for Bid, Request for Proposals, or Request for Qualifications, respectively.
     - 1.4.8. Offeror – The party making an Offer to Mohave County in response to a Solicitation. This term may refer to a Bidder responding to an Invitation for Bids or Proposer responding to a Request for Proposals.
     - 1.4.9. Procurement Director - The contracting authority for the County authorized to sign contracts and amendments thereto on behalf of the County.
     - 1.4.10. Solicitation – A general term for an Invitation for Bid, Request for Proposals, or Request for Qualifications issued by the County.
2. **ACCEPTANCE:** The Contractor acknowledges that all material or service delivered under this Contract must conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, will not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document. All material and services provided under this Contract are subject to final inspection and acceptance by the County. Nonconforming material per the specifications of this Contract will be held at the Contractor's risk and may be returned to the Contractor. If nonconforming material is returned, the Contractor bears all responsibility for all costs associated with original delivery and return. If a service is deemed nonconforming, the Contractor bears responsibility for all costs associated with providing the service. Noncompliance is subject to STANDARD TERMS AND CONDITION, "TERMINATION OF CONTRACT."
3. **ADDITIONAL COMPENSATION**: The Contractor must submit a written proposal to the County's Designated Representative and secure the County's written approval of same prior to the performance by the Contractor of any work for which additional compensation will be requested.

3.1. Without the prior written approval of the proposed work and the fee therefor, the County will not consider payment of any sums other than those already set forth under this Contract.

4. **ADVERTISING**: Contractor must not advertise or publish information concerning this Contract without prior written consent of the County.

5. **AMERICANS WITH DISABILITIES ACT**: The Contractor must comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.

6. **APPLICABLE LAW**: This Contract is governed by the law of the State of Arizona, and suits pertaining to this Contract must be brought only in Federal or State courts in the State of Arizona.

7. **ARBITRATION**: It is understood and agreed that no provision of this Contract relating to arbitration or requiring arbitration will apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute must be resolved as provided for in A.R.S. Sec. 12-1501, et seq. The Contractor must continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.

8. **ASSIGNMENT – DELEGATION**: No right or interest in this Contract is assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of the Contractor will be made without prior written permission of the County's Procurement Director. This Contract and all of the terms, conditions and provisions herein, extend to and bind upon the heirs, administrators, executors, successors, and assignees of the parties hereto. The County will not unreasonably withhold approval of assignment and will notify the Contractor of the County's position within fifteen (15) days of receipt of written notice by the Contractor.

9. **BUSINESS LICENSES AND PERMITS**: The Contractor must maintain in current status all Federal, State, and local registrations, licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

10. **CERTIFICATION**: By providing an authorized signature in the offer section of the Offer and Acceptance page, the Offeror certifies:

10.1. The submission of the Offer did not involve collusion or other anti-competitive practices.

10.2. The Contractor must not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 41-1461, et seq.

10.3. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

10.4. The Contractor submitting the Offer hereby certifies that the individual signing the proposal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

10.5. The Contractor certifies that, to the best knowledge and belief of the Contractor, the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local government.

11. **CONFIDENTIALITY OF RECORDS:** The Contractor must establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the Contract will be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the County. The Contractor also agrees that any information pertaining to individual persons must not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the County.

12. **CONTINUITY**: The Contractor must maintain all pertinent files, records, and documents which relate to the delivery of materials or services provided in this Contract. Supporting documents, files, and records must be retained by the Contractor for five (5) years after the termination of this Contract.

13. **CONTRACT**: The Contract will be based upon the Solicitation issued by the County, the Offer submitted by the Contractor in response to the Solicitation, and any negotiations entered into and changes agreed upon by both parties. The Offer must substantially conform to the terms, conditions, specifications and other requirements set forth within the Solicitation. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Director, may be deemed non-responsive and the Offer rejected. The Contract will contain the entire agreement between the County and the Contractor relating to this requirement and prevails over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

14. **CONTRACT AMENDMENTS**: This Contract may be modified only by a written contract amendment approved and signed by the County Board of Supervisors or by the Procurement Director per the Mohave County Procurement Code or any other relevant resolution approved by the Board of Supervisors.

15. **COST OF PROPOSAL PREPARATION**: The County will not reimburse the cost of developing, presenting, or providing any response to a Solicitation, except as required by statute. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

16. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH**: The Contractor must deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the County, will constitute breach of the Contract as a whole. Noncompliance is subject to STANDARD TERMS AND CONDITIONS, "TERMINATION OF CONTRACT."

17. **EXCLUSIVE POSSESSION**: All work of authorship, including but not limited to calculations, designs, drawings, specifications, graphics, text, and all copy writable works resulting from this Contract will become property of the County. Additionally, all services, information, computer program elements, reports, plans, specifications, and other deliverables which may be created under this Contract are the sole property of the County. Property of the County must not be used or released by the Contractor or any other person except with prior written permission from the County.

18. **FORCE MAJEURE**: Except for payment of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure will not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

    18.1. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must immediately notify the other party in writing of such a delay at the commencement thereof, and further specify the causes of the delay in the notice. Such notice must be hand-delivered, mailed certified-return receipt, or emailed and must make a specific reference to this article, thereby invoking its provisions. The delayed party must make all reasonable efforts to overcome conditions causing delay as soon as practicable and must notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time required to overcome the Force Majeure or the time required to overcome the effects of the Force Majeure that delayed the party from performing in accordance with this Contract.

19. **GRATUITIES**: The County may, by written notice to the Contractor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the County. In the event this Contract is canceled by the County pursuant to this provision, the County is entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

20. **INDEMNIFICATION**: To the extent allowed by law, Contractor must indemnify, defend, and hold harmless Mohave County, and its officers, officials, agents, supervisors, and employees (hereinafter referred to as

"Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury (including death), personal injury, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee must, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against Mohave County, its officers, officials, agents, supervisors, and employees for losses arising from the work performed by the Contractor for Mohave County.

The scope of this indemnity will not be limited by the Insurance Requirements contained herein.

Mohave County Risk Management approved 02/27/19 BS

21. **INDEPENDENT CONSULTANT**: Each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party will not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

    21.1. The Contractor is not entitled to compensation in the form of salaries, paid vacation, or sick days by the County. Such days do not accumulate for the Contractor's use at a later date.

    21.2. The County will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes or social security payments will not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

22. **INTERPRETATION - PAROL EVIDENCE**: This Contract is intended by the parties to be the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of the agreement. No course of prior dealings between the parties and no usage of the trade is relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract is not relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

23. **ISRAEL BOYCOTT CERTIFICATION:** Written Certification Pursuant to A.R.S. § 35-393.01. If VENDOR engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of $100,000 or more, VENDOR certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

24. **LEGAL ARIZONA WORKERS ACT COMPLIANCE**: To the extent applicable, pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants that it is in material compliance with all federal immigration laws and regulations that relate to its employees and with the E-verify requirements set forth in A.R.S. § 23-214 (A).

25. **LEGAL REMEDIES**: All claims and controversies regarding this Contract are subject to the Mohave County Procurement Code and any applicable Arizona Revised Statutes.

26. **LICENSES:** The Contractor must maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

27. **LIENS:** All materials, services, and other deliverables supplied to the County under this Contract must be free of all liens other than the security interest held by the Contractor until payment in full is made by the County. Upon request of the County, the Contractor must provide a formal release of all liens.

28. **MOHAVE COUNTY SEAL USE:** Pursuant to A.R.S. §11-251.17, a firm or individual is not permitted to use, display or otherwise employ a copy or other resemblance of the Mohave County seal without obtaining approval from Mohave County Board of Supervisors.

29. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this Solicitation will be awarded with the understanding and agreement that it is for the sole convenience of Mohave County. The County reserves the right to obtain like goods or services from another source when necessary.

30. **PATENT INFRINGEMENT**: The County will advise the Contractor of any impending patent suit and provide all information available. The Contractor must defend any suit or proceeding brought against the County based on a claim that any equipment, or any part thereof, furnished under this Contract constitutes an infringement of any patent, and the Contractor must pay all damages and costs awarded therein, excluding incidental and consequential damages, against the County. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or part in enjoined, the Contractor must, at its own expense and at its option, provide for the County either the right to continue using said equipment or part, replacement non-infringing equipment, or modification to the infringing equipment that renders it non-infringing.

31. **PAYMENT**: When submitting an invoice for payment, the Contractor must include the applicable Purchase Order number on the invoice. No invoice may be submitted until the Contractor has supplied the materials or services covered by the relevant purchase order. If the Contractor is unable to fulfill the entire scope of a purchase order, the Contractor may submit an invoice for the portion of the materials or services supplied during a given billing period. Once the backordered or incomplete portion of a purchase order's scope is shipped or completed, the Contract may send a new invoice for the remainder to be paid. The Contractor must submit invoices within 30 days of the date of delivery or completion, whichever is later.

    31.1. The County will make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correctly and adequately formatted and documented invoice.

32. **PROJECT COMPLIANCE**: It is the Contractor's sole responsibility to comply with all applicable Federal, State, and Local regulations. At a minimum, the project, materials, or services provided under this Contract must comply with all applicable Federal, State, and Local regulations and any amendments thereto that are adopted during the life of this Contract.

33. **PROTECTION OF GOVERNMENT BUILDINGS**: The Contractor must use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on County property. If the Contractor fails to do so and damages such buildings, equipment and vegetation, the Contractor must replace or repair the damage at no expense to the County, in coordination with County staff and as approved by the Procurement Director. If the Contractor fails to or refuses to make such repair or replacement, the Contractor is liable for the cost thereof, which may be deducted from the contract price.

34. **PROTEST PROCEDURE:** Should an Offeror believe that the County has not properly followed the selection procedures as outlined in the Mohave County Procurement Code, the firm may file a protest as described in the Mohave County Procurement Code.

    34.1. A protest must be submitted in writing and will be filed with the Procurement Director. A protest of a Solicitation must be received at the Procurement Office before the solicitation opening date. A protest of a proposed award or of an award must be filed within ten (10) days after the protestor knows or should have known the basis of the protest. A protest must include:

        34.1.1. The name, address, and telephone number of the protestor;

        34.1.2. The signature of the protestor or its representative;

        34.1.3. Identification of the solicitation number;

        34.1.4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.

35. **PROVISIONS REQUIRED BY LAW**: Each and every provision of law and any clause required by law to be included in this Contract is read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract must forthwith be physically amended to make such insertion or correction.

36. **PUBLIC HEARINGS**: The Contractor must, upon request, attend any public hearing on matters related to the scope of services set forth in this Contract.

37. **PUBLIC RECORD**: All Offers submitted in response to this Solicitation become the property of the County and become a matter of public record available for review subsequent to award. Any information or materials deemed proprietary must be specifically designated as such and may be maintained as a confidential record at the discretion of the County.

38. **RECORDS**: Internal control over all financial transactions related to this Contract must be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of Contractor or any and all of Contractor's subcontractors. Said audit will be limited to this Contract and its scope of services.

39. **RELATIONSHIP OF PARTIES**: It is clearly understood that each party acts in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party will not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments will not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

40. **RIGHT TO ASSURANCE:** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.

41. **RIGHT TO INSPECT:** The County may, at reasonable times, and at the County's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.

42. **RIGHTS AND REMEDIES:** No provision in this document or in the Offer will be construed, expressly or by implication, as a waiver by either party of any existing or future right or remedy available by law to seek the cure of any claim, default, or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or delay the exercise of any right or remedy provided in the Contract or by law will not be deemed a waiver to such rights or remedies. Furthermore, the acceptance of materials or services and delivery of obligations imposed by this Contract or by law does not constitute a waiver of any right or remedy provided by this Contract or by law, nor will such an act constitute a waiver of any right of either party to insist upon the strict performance of the Contract.

43. **SEVERABILITY:** The provisions of this Contract are severable at the sole discretion of the County to the extent that any provision or application held to be invalid will not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

44. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials. Noncompliance will be subject to **STANDARD TERMS AND CONDITIONS, "TERMINATION OF CONTRACT."**

45. **SUBCONTRACTS**: No subcontract will be entered into by the Contractor with any other party to furnish any of the materials or services specified herein without the advance written approval of the County's Procurement Director. All subcontracts must comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and must include all the terms and conditions set forth herein which will apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are employed. The County will not unreasonably withhold approval and will notify the Contractor of the County's position within fifteen (15) days of receipt of written notice by the Contractor.

46. SUBSEQUENT EMPLOYMENT: The County may terminate this Contract pursuant to A.R.S. Section 38-511 without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the County is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a Contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation takes effect when written notice from the Procurement Director is received by the parties to this Contract, unless the notice specifies a later time.

47. SUSPENSION OF WORK: The County may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the County determines appropriate for the convenience of the County.

47.1. The Contractor agrees that no charges or claims for damages will be made against the County for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any will be covered by an extension of time for such reasonable period as mutually agreed upon between the parties. It is agreed and understood, however, that permission to proceed with the Contract after the established completion date, will not be construed as a waiver by the County of any of the rights herein.

48. TERMINATION OF CONTRACT: Unless otherwise specifically provided herein, this Contract may be terminated at any time by mutual written consent. The County may, with or without cause, terminate this Contract in whole or in part upon giving thirty (30) days written notice to the Contractor. If this Contract is terminated, the County will be liable only for payment under the payment provisions of this Contract for services rendered and materials accepted by the County before the effective date of termination, unless the subject items are nonconforming. If the materials or services for which the County would otherwise be liable to pay are nonconforming, STANDARD TERMS AND CONDITIONS, "ACCEPTANCE" governs.

48.1. The County may terminate this Contract in whole or, from time to time, in part, for the County's convenience or because of the failure of the Contractor to fulfill the Contract obligations. Upon receipt of the notice of termination, the Contractor must:

48.1.1. Immediately discontinue all services affected (unless the notice directs otherwise), and

48.1.2. Deliver to the Department of Procurement all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

48.2. If the termination is for the convenience of the County, the County will make an equitable adjustment in the contract price but will allow no anticipated profit on unperformed services.

48.3. If the termination is for failure of the Contractor to fulfill the Contract obligations, the County may complete the work by contract or otherwise, and the Contractor is liable for any additional cost incurred by the County.

48.4. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor has not failed, the rights and obligations of the parties are the same as if the termination had been issued for the convenience of the County.

48.5. The rights and remedies of the County provided in this clause are in addition to any other rights or remedies provided by law or under this Contract.

48.6. Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County will notify Contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty will accrue to the County in the event this provision is exercised, and the County will not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

49. TIME RECORDS: The Contractor must maintain complete, current and daily records covering all hours actually worked on this project by each employee. The County reserves the right to audit and examine such records at any time

during the progress of this Contract. The County may withhold payment if such documentation is found by the County to be incomplete or erroneous.

50. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or services will not pass to the County until the County actually receives the material or services at the point of delivery, unless otherwise provided within this Contract.

51. **WARRANTIES:** Contractor warrants that all material or service delivered under this Contract will conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified, and any inspection incidental thereto by the County, does not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this Contract.

52. **COOPERATIVE PURCHASING AGREEMENT:** This solicitation is being prepared by the Mohave County Procurement Department. While this solicitation is for Mohave County, other public agencies may have an interest in utilizing the resulting Contract. After an award, the resulting Contract may be utilized by eligible public entities. Individual public entities would negotiate specific service requirements with the Successful Contractor using the awarded contract pricing. No volume is implied or guaranteed.

    For agencies that choose to utilize this Contract as a cooperative purchasing agreement, the name of the using agency shall apply where "the County" or "Mohave County" appears in the Scope of Work to establish rights, duties, responsibilities, and all other working relationships between the Contractor and the using agency.

GENERAL CONDITIONS

SECTION 101

ABBREVIATIONS AND DEFINITIONS

101.1 ABBREVIATIONS:

Wherever the following abbreviations are used in these specifications, standard details or on the plans, they are to be construed the same as the respective expressions represented.

AASHTO	American Association of State Highway and Transportation Officials
AB	Aggregate Base
ABC	Aggregate Base Course
AC	Asphalt Cement or Concrete
ACB	Asphalt Concrete Base
ACI	American Concrete Institute
ACP	Asbestos Cement Pipe
ACPA	American Concrete Pipe Association
ACWS	Asphalt Concrete Wearing Surface
AGC	Associated General Contractors of America, Inc.
ADOT	Arizona Department of Transportation
Ahd	Ahead
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
APA	American Plywood Association
Approx	Approximate
APWA	American Public Works Association
AR	Aged Residue
ARS	Arizona Revised Statutes
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
Asph	Asphalt
ASTM	American Society for Testing Materials
Ave	Avenue
AWPA	American Wood Preservers Association
AWSC	American Welding Society Code
AWWA	American Water Works Association
Bbl	Barrel
BC	Beginning of Curve
BCR	Beginning of Curb Return
BFE	Base Flood Elevation
Beg	Beginning
Bk	Book or Back
Blvd	Boulevard
BM	Bench Mark or Board Measure
Brg	Bearing
BST	Bituminous Surface Treatment
BTB	Bituminous Treated Base
BVC	Beginning of Vertical Curve
C	Celsius or Curb
CB	Catch Basin
CBF&C	Catch Basin Frame & Cover
CC or C/C	Center to Center
CE	City or County Engineer
Cem	Cement
CF	Curb Face

CIP	Cast Iron Pipe
CIPP	Cast-in-Place Concrete Pipe
CL or C	Centerline
cm	Centimeter
CMP	Corrugated Metal Pipe
CO	Clean Out
Col	Column
Conc	Concrete
Const	Construct
CP	Concrete Pipe (Non-reinforced)
CTB	Cement Treated Base
Cu	Cubic
Deg	Degree
DF	Douglas Fir
DG	Decomposed Granite
Dia	Diameter
Dim	Dimension
DIP	Ductile Iron Pipe
Div	Division
Dr	Drive
Drwg	Drawing
Dwy	Driveway
Ea	Each
Ease	Easement
E	East
EC	End of Curve
ECR	End of Curb Return
El or Elv	Elevation
Equa or Eq	Equation
EVC	End of Vertical Curve
Ex or Exist	Existing
FB	Field Book
F & C	Frame & Cover
FH	Fire Hydrant
FF	Finished Floor Elevation
FL or F	Floor Line or Flow Line
Fl El	Floor Elevation
Fnd	Found
FS	Finished Surface
FSS	Federal Specifications and Standards
G	Gutter
Ga	Gage
Galv	Galvanized
GL	Ground line
GLO	General Land Office
Gr	Grade
H	High or Height
h	Hour
HC	House Connection
Hdwl	Headwall
Horiz	Horizontal
Hwy	Highway
Hz	Hertz
ICA	Industrial Commission of Arizona
ID	Improvement District or Inside Diameter

IE	Invert Elevation
IEEE	Institute of Electrical and Electronic Engineers
Inv	Invert
IP	Iron Pipe
IPS	Iron Pipe Size
Irrig	Irrigation
Jt	Joint
JC	Junction Chamber
Jct	Junction
JS	Junction Structure
Kw	Kilowatt
L	Length
L&T	Lead and Tack
LD	Local Depression
LH	Lamp Hole
Lin	Linear
Long	Longitudinal
Lt	Left
M	Map or Maps
Max	Maximum
MCPW	Mohave County Public Works
MCR	Mohave County Records
Meas	Measured
MH	Manhole
MHF&C	Manhole Frame and Cover
Min	Minutes or minimum
Misc	Miscellaneous
ML or M	Monument Line
Mon	Monolithic or Monument
MTD	Multiple Tile Duct
N	North
NBS	National Bureau of Standards
NCPI	National Clay Pipe Institute
NE	Northeast
NEC	National Electric Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NP	Non-Plastic
NPI	Non Pay item
NSC	National Safety Council
NSF	National Sanitation Foundation
NW	Northwest
No	Number
OC	On Center
OD	Outside Diameter
P.C.	Point of Curvature
PCC	Point of Compound Curve or Portland Cement Concrete
PE	An individual licensed by the State of Arizona to practice Engineering.
PI	Point of Intersection or Plastic Index
PL	Property Line
POC	Point of Curve
POS	Point of Spiral
PP	Power Pole

ppm	Parts per Million
PRC	Point of Reverse Curve
Prod	Produced
Prop	Proposed or Property
PT or POT	Point of Tangent
P&TP	Power and Telephone Pole
Pvmt	Pavement
Q	Rate of Flow
R	Radius
RC	Reinforced Concrete
RCP	Reinforced Concrete Pipe
Rd	Road
Rdwy	Roadway
Reinf	Reinforced, Reinforcing
Ret Wall	Retaining Wall
RGRCP	Rubber Gasket Reinforced Concrete Pipe
rpm	Revolutions Per Minute
Rt	Right
R/W	Right-of-way
S	South or Slope
SAE	Society of Automotive Engineers
San	Sanitary
SC	Spiral to Curve
SCCP	Steel Cylinder Concrete Pipe
SD	Storm Drain or Sewer District
Sdl	Saddle
s	Seconds
Sect	Section
SE	Southeast
Sht	Sheet
Spec	Specifications
SPR	Simplified Practice Recommendation
Sp MH	Special Manhole
SS	Sanitary Sewer
St	Street
Sta	Station
Std	Standard
Str gr	Structural Grade
Struct	Structure or Structural
SW	Southwest
T	Tangent Distance
Tel	Telephone
Temp	Temporary
TH	Test Hole
TP	Telephone pole
Tr	Tract
Trans	Transition
TS	Traffic Signal or Tangent to Spiral
TSC	Traffic Signal Conduit
Typ	Typical
UL	Underwriters' Laboratories Inc.
USC & GS	United States Coast and Geodetic Survey
USGS	United States Geological Survey
V	Velocity of Flow

VC	Vertical Curve
VCP	Vitrified Clay Pipe
Vert	Vertical
W	West or Width
WI	Wrought Iron
WS	Wearing Surface
Wt	Weight
°	Degrees
%	Percent
#	Number
@	At
/	Per
=	Equals
'	Minutes
"	Seconds

101.2 DEFINITIONS AND TERMS:

Whenever in these General Conditions, Specifications or in other Contract Documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

Acceptance: Activities performed by the owner, or its designated representative, to determine the quality and acceptability of the materials and workmanship incorporated in a project.

Addendum: A supplement to any of the Bid Documents issued, in writing, after advertisement of but prior to the opening of bids for a Contract.

Architect: The individual or firm who has accomplished the architectural services for the Project, including his representatives.

Award: The formal action by the Mohave County Public Works Department of accepting a proposal.

Bidder: Any qualified individual, firm, partnership, corporation or combination thereof, acting directly or through a duly authorized representative who legally submits a proposal for the advertised Work.

Bid Documents: The integral documents necessary for and pertinent to the preparation of the proposal which are referenced in and shall become a part of the Contract as Contract Documents, and which may include but
may not be limited to, Call for Bids, General Conditions, Special Conditions, Plans, Standard Specifications, Standard Details, Special Provisions, Proposal, Addenda, and Sample Contract.

Board of Directors: The Mohave County Board of Supervisors.

Bridge: A structure, including supports, erected over a depression or an obstruction, as water, highway or railway and having a track or passageway for carrying traffic or other moving loads and having opening measured along the center of the roadway of more than twenty (20) feet between undercopings of abutments or extreme ends of openings for multiple boxes.

Bridge Length: The greater dimension of a structure measured along the center of the roadway between the backs of abutment backwalls or between ends of bridge floor.
Bridge Roadway Width: The clear width of structure measured at right angles to the center of the roadway between the bottom of curbs or, if curbs are not used, between the inner faces of parapet or railing.

Substructure: All that part of a structure below the bearings of simple and continuous spans, skewbacks of arches and top of footings of rigid frames; excluding backwalls, wingwalls and wing protection railings.

Superstructure: All that part of a structure above the bearings of simple and continuous spans, skewbacks of arches and top of footings of rigid frames; excluding backwalls, wingwalls and wing protection railings.

Building: Any structure built for the support, shelter, or enclosure of persons, animals, chattel or movable property.

Building Code: The regulations adopted by Mohave County establishing minimum standards of construction for the protection of the public health, safety, and welfare in terms of measured performance rather than in terms of rigid specification of materials and methods.

Calendar Day: Any and Everyday shown on the calendar, beginning at midnight and ending at midnight of the next day.

Call for Bids: or otherwise referred to as Request for Bids, Advertisement for Bids, or Invitation for Bids, which invites proposals or bids for a particular Project or Projects.

"Careful and prudent manner" when referring to Work near underground facilities means conducting excavation in such a way that when it approaches within two (2) feet of the underground facility located and marked by the owner or operator, by stakes, paint or in some customary manner, the exact location is manually determined, and the uncovered facility is supported and protected.

Change Order: A written order issued by the Owner to the Contractor to make changes in the Work or to perform extra Work, and setting forth conditions for payment and/or adjustment in time of completion.

Completion Times: The number of calendar days for Substantial Completion of the Contract, including authorized time extensions. In case a calendar date of completion is shown in the proposal in lieu of the number of calendar days, the Contract shall be completed by that date.

Conflicting Utility: An existing utility, shown or not shown on the plans is conflicting when any part of the utility falls within the dimensions of the new installation, such that it would be in physical contact with the new installation.

Construction Project: The erection, installation, remodeling, alteration, of durable facilities upon, under, or over the ground. This shall include, but is not limited to buildings, roadways and utility pipes, lines, poles or other structures.

Contract: The written instrument executed by the Contractor and Mohave County Public Works Department, the Owner, by which the Contractor is bound to furnish all labor, equipment, and materials and to perform the Work specified, and by which the Mohave County Public Works Department, the Owner, is obligated to compensate the Contractor therefore at the prices set forth therein. The Bid Documents are herewith by reference made a part of the Contract as if fully set forth therein.

Contract Documents: The integral documents, including the Bid Documents, which are referenced in and shall become a part of the Contract, and may include but may not be limited to, Call for Bids, General Conditions, Special Conditions, Plans, Standard Specifications, Standard Details, Special Provisions, Proposal, Addenda, Performance Bond, Payment Bond, Certificates of Insurance, Ordinance, Contract, and Change Orders.

Contractor: The individual, firm, partnership, corporation or combination thereof entering into a Contract with the Mohave County Public Works Department, the Owner, to perform the advertised Work.
County: Mohave County, a body politic and corporate organized and existing under and by virtue of the laws of the State of Arizona.

District Clerk: or otherwise known as the Clerk of the Mohave County Board of Supervisors, being duly authorized to perform the duties of clerk for the Mohave County Board of Supervisors.

Culvert: Any structure not classified as a bridge, which provides an opening under or adjacent to the roadway.

Days: Unless otherwise designated, days will be understood to mean calendar days.

Emergency: Unforeseen occurrences and combinations of circumstances involving the public welfare or the protection of Work already done under the Contract Documents, or which endanger life or property and call for immediate action or remedy.

Engineer: The person appointed as County Engineer by the Board of Supervisors acting directly or through his duly authorized representative(s).

Equipment: (Construction) - All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of Work. (Installed) - All material or articles used in equipping a facility as furnishings or apparatus to fulfill a functional design.

Flooding: Flooding will consist of the inundation of the entire lift with water, puddled with poles or bars to insure saturation of the entire lift.

Foundation: For buildings or structures, this will be the substructure. For pipe this will be the native material or prepared material on which the pipe rests; normally, this is the bottom grade line of the trench.

Full Depth Pavement: An asphalt concrete pavement structure in which the granular base and subbase are replaced by proportionate thicknesses of asphalt concrete.

Inspector: The Engineer's authorized representative assigned to make detailed inspections of Contract performance.

Laboratory: The established materials testing laboratory of the Owner's Engineering Department, or other laboratories acceptable to and/or authorized by the Engineer to test materials and Work involved in the Contract.

Major Item: Any item of Work and/or materials having an original Contract value which exceeds ten percent (10%) of the amount of the original Contract.

Materials: Any substance specified in the Project, equipment and other material used or consumed in the performance of the Work.

Median: The portion of a divided highway separating the roadways used by traffic going in opposite directions.

Non Pay Item: An item of Work which may or may not be specifically called for in the Contract Documents but which is essential for the proper performance of the Work, and for which no separate payment will be made under the proposal, but which cost must be included as an incidental to the bid item(s) in the Proposal.

Notice of Award: A letter from the Engineer (Owner) advising the Contractor that he is the successful bidder and the Board of Supervisors (Owner) has accepted his proposal.

Notice to Proceed: A directive issued by the Engineer (Owner), authorizing the Contractor to start the Work or improvements required in the Contract.

Open Trench: The excavated area shall be considered as open trench until all the aggregate base course for pavement replacement has been placed and compacted or, if outside of a pavement area, until the excavated area is brought to finish grade or natural grade.

Owner: Mohave County Public Works Department, organized and existing under and by virtue of the laws of the State of Arizona, and acting through its legally constituted Board, officials, officers or employees and with whom the Contractor has Contracted for the performance of the Work and for whom the Work is being performed.

Pavement: Any surfacing of streets, alleys, sidewalks, courts, driveways, etc., consisting of mineral aggregate bound into a rigid or semi-rigid mass by a suitable binder such as, but not limited to, Portland cement or asphalt cement.

Pavement Structure: The combination of subbase, base course, and surface course placed on a subgrade to support the traffic load and distribute it to the roadbed.

Pay Item: A detail of Work for which separate payments are to be made under the Contract, as specified in the proposal.

Payment Bond: The security provided by the Contractor solely for the protection of claimants, supplying labor and materials to the Contractor or his Subcontractors.

Performance Bond: The security provided by the Contractor solely for the protection of the Owner and conditioned upon the faithful performance of the Contract in accordance with the plans, specifications and conditions thereof.

Permit: The written approval or permission granted by Mohave County to allow a Contractor or utility company to work within a public right-of-way or easement or for an individual to access personal property.

Plans: All drawings or reproductions thereof prepared, provided or approved by the County Engineer pertaining to the Work and details therefore, which are made a part of the Contract Documents.

Plant: The Contractor's and/or Subcontractor's facilities, including but not limited to small tools and mobile equipment, located on and/or offsite, necessary for preparation of materials and prosecution of Work for the Project.

Principal: The individual, firm or corporation primarily liable on an obligation, as distinguished from a surety.

Profile Grade: The trace of a vertical plane intersecting the surface of and designating the vertical alignment of a road, channel, ditch, or other such construction being described, usually along its longitudinal centerline.

Project: A specific coordinated construction or similar undertaking usually identified by a single Project number and bid and awarded as one Contract. On occasion two or more Projects may be bid and awarded as a single Contract.

Proposal: Or otherwise referred to as Bid or Bid Proposal, being the offer of a bidder on the prescribed form, to perform the Work and to furnish the labor and materials at the prices quoted.

Proposal Form: The approved form on which the Owner requires bids to be prepared and submitted for the Work.

Proposal Guarantee: Or otherwise referred to as Bid Bond, being the security furnished with a bid to guarantee that the bidder will enter into the Contract if his bid is accepted and to provide proper performance bonds, and payment bonds, certificates of insurance, and any other required documents and information within the time prescribed.

Proposal Pamphlet: the book or pamphlet pertaining to a specific Project, containing the Bid Documents and any other information necessary for and pertinent to the preparation of the proposal.

Quality Assurance: All those planned and systematic activities necessary to provide adequate confidence that the work satisfies the given requirements for quality.

Quality Control: Contractor or supplier techniques and activities that are performed or conducted to fulfill the contract requirements.

Referred Documents: On all Work authorized by the Owner, any referenced documents in the specification, i.e.: Bulletins, Standards, Rules, Methods of Analysis or test. Codes and Specifications of other Agencies, Engineering Societies or Industrial Associations, refer to the Latest Edition thereof, including Amendments, which are in effect and published at the time of Advertising for Bids or the issuing of a permit for the Work, unless otherwise stated.

Right-of-way: A general term denoting land, property, or interest therein, usually in a strip, acquired for or devoted to a street, highway, drainage way, or other public improvement.

Road: A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way or roadway easement.

Roadside: A general term denoting the area adjoining the outer edge of the roadway. Extensive areas between the roadways of a divided highway may also be considered roadside.

Roadside Development: Those items necessary to the complete roadway which provide for the preservation of landscape materials and features; the rehabilitation and protection against erosion of all areas disturbed by construction through seeding, sodding, mulching and the placing of other ground covers; such suitable planting and other improvements as may increase the effectiveness and enhance the appearance of the roadway.

Roadway: The portion of the right-of-way intended primarily for vehicular traffic, and including all appurtenant structures and other features necessary for proper drainage and protection. Where curbs exist, it is that portion of roadway between the faces of the curbs.

Sewers: Conduits and related appurtenances employed to collect and carry off water and waste matter to a suitable point of final discharge.

Shop Drawings: Drawings or reproduction of drawings, detailing; fabrication and erection of structural elements, falsework and forming for structures, fabrication of reinforcing steel, installed equipment and installation of systems, or any other supplementary plans or similar data, which the Contractor is required to submit for approval.

Shoulder: The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

Sidewalk: That portion of the roadway primarily constructed for the use of pedestrians.

Special Provisions: The special conditions, requirements, additions, and/or revisions to the Standard Specifications, applicable to the Work, to cover conditions or requirements peculiar to the Project under consideration.

Specifications: The descriptions, directions, provisions, and requirement for performing the Work as contained in or specified for use by the Engineer in the Contract Documents.

Standard Details: Uniform general detail drawings of structures or devices contained in or specified for use by the District Engineer in the Contract Documents.

Standard Specifications: Uniform general specifications contained in or specified for use by the District Engineer in the Contract Documents.

Storm Drain: Any conduit and appurtenance intended for the reception and transfer of storm water.

Street: Streets, roads, avenues, alleys, highways, crossings, lanes, intersections, courts, places, and grounds now open or dedicated or hereafter opened or dedicated to public use and public ways.

Structures: Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, endwalls, sewers, service pipes underdrains foundation drains, fences, swimming pools, and other features which may be encountered in the Work and not otherwise classed herein.

Subbase: The lower course of the base of a roadway, immediately above the subgrade.

Subcontractors: Those having direct Contracts with the Contractor and those who furnish material worked into a special design according to the Plans and Specifications for the Work, but not those who merely furnish material not so worked.

Subgrade: The supporting structures on which the pavement and its special undercourses rest.

Substructure: All of that part of the structure or building below the bearings of simple and continuous spans, skewbacks of arches and tops of footings of rigid frames, together with the backwalls, wingwalls and wing protection railings.

Superintendent: The Contractor's authorized representative in responsible charge of the Work.

Superintendent of Streets: the County Engineer duly appointed by the Board of Supervisors, as provided by Sections 9-601 and 11-701 of the Arizona Revised Statutes.

Superstructure: The entire structure or building except the substructure.

Supplemental Specifications: or otherwise referred to as Special Provisions, being: additions and/or revisions to the Standard Specifications.

Supplementary General Conditions: or otherwise referred to as Special Conditions, being requirements, or revisions, to the Standard and/or General Conditions, applicable to the Work, and to cover conditions or requirements peculiar to the Project under consideration.

Surety: The individual, firm or corporation, bound with and for the Contractor for the acceptable performance, execution, and completion of the Work, and for the satisfaction of all obligations incurred.

Surface Course: The finished or wearing course of an asphalt concrete pavement structure.

Title or Headings: The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

Traveled Way: The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

"Underground Facility" means any item which shall be buried or placed below ground for use in connection with the storage or conveyance of water, sewage, electronic, telephone or telegraphic communications, electric energy, oil, gas or other substances, and shall include, but not be limited to pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those portions of poles and their attachments below ground.

Utility: Pipe lines, conduits, ducts, transmission lines, overhead or underground wires, railroads, storm drains, sanitary sewers, irrigation facilities, street lighting, traffic signals, and fire alarm systems, and appurtenances of public utilities and those of private industry, businesses or individuals solely for their own use or use of their customers which are operated or maintained in, on, under, over or across public right-of-way or public or private easement.

Waterworks (Water Supply System): The reservoirs, pipe lines, wells, pumping equipment, purification works, mains, service pipes, and all related appliances and appurtenances utilized in the procurement, transportation and delivery of an adequate, safe, and palatable water supply.

Work: Any or all of the improvements mentioned and authorized to be made, and the construction, demolition, reconstruction, and repair of all or any portion of such improvements, and the furnishing of all of the needed experienced supervision and labor, materials, equipment, transportation, utilities, supplies, services, facilities and any other incidentals and incidental expenses necessary or convenient to the successful completion of the Project and the carrying out of all the duties and obligations imposed by the Contract.

Working Day: A calendar day, exclusive of Saturdays, Sundays, and Owner recognized legal holidays, on which weather and other conditions not under the control of the Contractor will permit construction operations to proceed for the major part of the day with the normal working force engaged in performing the controlling item or items of Work which would be in progress at that time.

101.3 In order to avoid cumbersome and confusing repetition of expressions in these specifications, it is provided that whenever anything is, or is to be, done, if, as, or, when, or where contemplated required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, or condemned, if not already written or designated as a responsibility of someone other than the Engineer, it shall be understood as if the expression were followed by the words by the Engineer or to the Engineer.

SECTION 102

BIDDING REQUIREMENTS AND CONDITIONS

102.1 ELIGIBILITY AND PREFERENCE:

The employment of Contractors and Subcontractors on Public Works Projects shall be governed by the provisions of Section 34-241 of the Arizona Revised Statutes.

102.2 CONTENTS OF PROPOSAL PAMPHLET:

The prospective bidder may examine a complete set of Bid Documents by contacting the Mohave County Procurement Department, 700 W. Beale Street, P.O. Box 7000, Kingman, Arizona 86402-7000 or by calling (928) 753-0752.

Those wishing to submit a Bid Proposal must obtain a complete set of Bid Documents. The complete contents of the Bid Documents will be listed in the Call for Bids and may include but may not necessarily be limited to the Call for Bids, these General Conditions, Bid Proposal, Special Provisions, Standard Specifications, Standard Details, Special Provisions, Plans and Sample Contract.

The Bid Documents will state the location of the contemplated construction; give the description of the Work to be performed or materials to be furnished, and have a bid schedule of a lump sum total or of pay items for which unit bid prices are invited. In addition, the Call for Bids and the Bid Documents will state the form and amount of the proposal guarantee, the time in which the Work shall be completed and may include additional instructions not included in these General Conditions.

The Plans, Standard Specifications, Standard Details, Special Provisions, and all supplementary documents specified in the Bid Documents are essential parts thereof, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In case of discrepancy or conflict, plans will govern over both standard specifications and standard details; special provisions will govern over general Conditions, standard specifications, standard details and plans.

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein.

102.3 INTERPRETATION OF QUANTITIES IN PROPOSAL:

When quantities appear in the proposal, they are approximate only and are to be used for the comparison of bids. Payment to the Contractor will be made only for the actual Work performed, measured as provided for and accepted by the Owner or for materials furnished to the Owner, all in accordance with the Contract Documents at the lump sum or unit price bid in the proposal.

After the Contract is awarded the actual quantities of Work may be increased or decreased from the estimated quantities stated in the proposal as outlined in Section 104.2 without in any way invalidating the bid price.

102.4 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK:

The Owner will prepare or have prepared such plans, specifications and/or special provisions thereto in accordance with acceptable engineering standards, giving such direction as will enable any competent Contractor to carry them out.

The Bidder shall examine the Site of the proposed Work and all documents pertaining to the Work. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the Bidder has made such examination and is familiar with the character, quality and quantity of the Work to be performed and material to be furnished.

After the submission of the proposal, no complaint or claim that there was any misunderstanding as to the quantities, conditions or nature of the Work will be entertained.

102.5 PREPARATION OF PROPOSAL:

The Bidder shall submit his proposal on the forms obtained from the Owner. The Bidder shall specify a lump sum or in the case of a unit price bid, the unit bid price and extension in words, figures or both, whichever is required, for each pay item where units and approximate quantities are given.

The proposal total will be the lump sum bid or in the case of a unit price bid, obtained by adding the extended amount or lump sum indicated for the individual pay items. If there is a conflict between words and figures, the words shall apply. If there is a conflict

between the unit price bid and the extended amount for a particular pay item, the unit price bid shall govern. In either case, the Owner shall correct the discrepancy in accordance with the above procedure and the corrected proposal total will apply.

In addition, the following shall be completed by the bidder on the proposal:

(A) Acknowledge receipt of and agree that the proposal is based on the listed Addenda received with and/or after receipt of the proposal pamphlet.

(B) Note the Bidder's Arizona State Contractor's License number and classification.

(C) Signatures in ink and attested or witnessed as applicable.

102.6 QUALIFICATIONS OF BIDDERS AND GENERAL INFORMATION LIST:

To demonstrate the Bidder's qualifications to perform the Work, the bidder shall submit with his bid on the forms provided the following such information as may be called for below when included in and requested in the Bid Documents:

(A) Construction Contractor's Qualification Statement and information required therein.

(B) Tax Information.

(C) Certification.

(D) List of Subcontractors

102.7 IRREGULAR PROPOSALS:

Proposals will be considered irregular and may be rejected for the following reasons:

(A) If the proposal is on a form other than that furnished by the Owner; or if the form is altered or any part thereof is detached.

(B) If there are unauthorized additions, statements, conditional or alternate bids, or irregularities of any kind.

(C) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a Contract pursuant to an award.

(D) If the proposal does not contain a unit price for each pay item listed where the unit price is requested except in the case of authorized alternate pay items.

(E) If, when required by inclusion in the Bid Documents, the Bidder fails to accomplish and submit the List of Subcontractors' form or any other form.

102.8 PROPOSAL GUARANTEE OR BID BOND: <u>SEE SPECIAL TERMS AND CONDITIONS</u>

102.9 SUBMISSION OF PROPOSAL:

The proposal and proposal guarantee shall be submitted in a sealed envelope, the outside, lower right hand corner of which shall be marked as follows:

Sealed Bid for: *Project Name*
Invitation for Bid number
Date and Time of Bid Opening
Contractor's Name and Address

Envelopes shall be mailed or delivered to the office of the Mohave County Procurement Department, at 700 W. Beale Street, P.O. Box 7000, Kingman, Arizona 86402-7000.

Bids must be in the possession of the Mohave County Procurement Department on or prior to the time and date stated in the Call for Bids or any Addenda.

Late bids shall not be considered. Proposals received after the time and date specified will be returned, unopened, to the Bidder.

102.10 WITHDRAWAL OR REVISION OF PROPOSAL:

Any Bidder may withdraw or revise a proposal after it has been deposited with the Mohave County Procurement Department, provided his request is received by the Mohave County Procurement Department, in writing or by telegram, before the time specified for opening proposals or as stipulated herein.

102.11 PUBLIC OPENING OF PROPOSALS:

Proposals will be opened and read publicly at the time and place specified in the Call for Bids or any duly issued Addenda. Bidders, their authorized agents and other interested parties are invited to be present.

When proposals for more than one Project are to be opened at the same time, any Bidder may, after the time set for the opening proposals, request to withdraw his second or succeeding proposal prior to the opening of proposals for that Project. Should this occur, there will be a brief delay in the opening of proposals to permit the bidder to submit his request. Upon receipt of the bidder's written request, by the Owner, his proposal will be returned unopened.

102.12 DISQUALIFICATION OF BIDDERS:

Any of the following reasons may be considered as being sufficient for the disqualification of a Bidder and the rejection of his proposal:

(A) Receipt of more than one proposal for the same Work from an individual, partnership or corporation under the same or different names.

(B) Failure to submit proper Proposal Guarantee.

(C) Receipt of an Irregular Proposal.

(D) Evidence of collusion among Bidders or assistance from any officer of the Owner, or of any Department thereof.

(E) Falsifying information on the proposal.

(F) Failure to properly complete and submit the proposal form and other required information.

102.13 SUCCESSFUL BIDDER:

Unless otherwise specified in the proposal pamphlet, the successful Bidder may obtain five (5) sets of plans and Contract Documents (Plans and Specifications) for the Project from the Owner, at no cost.

SECTION 103

AWARD AND EXECUTION OF CONTRACT

103.1 CONSIDERATION OF PROPOSALS:

After the proposals for the contemplated Work have been opened and read as provided in these specifications, the respective totals will be checked and compared by the Owner. The basis of comparison will be to verify the accuracy of the total proposal by checking the extensions and additions. In the event of a discrepancy, in the amount bid for a pay item, the unit bid price will govern unless obviously in error. The results of such comparison will be considered public information.

It is the intent of the Owner to award the Bid on evaluation to the lowest and/or most responsive, best responsible and qualified Bidder. However, the Owner reserves the right to reject any and all Bids or to waive what the Owner, in its sole discretion, considers minor and non-material defects and technicalities, as it may deem in its best interest.

In case all proposals are rejected, any subsequent changes, additions, addenda, or new sets of plans and special provisions will be provided to all recipients of the first issue of the plans and special provisions at no charge, except that out-of-town bidders will pay shipping charges.

103.2 RETURN OF PROPOSAL GUARANTEE:

All proposal guarantees, except those of the three lowest responsible bidders, will be returned immediately following the acceptance of a proposal or Notice of Award by the Board of Supervisors (Owner). The retained proposal guarantee or guarantees will be returned after the Contract has been executed by all parties.

103.3 AWARD OF CONTRACT:

The Owner will award the Contract, if awarded, to the lowest and/or most responsible and qualified Bidder, whose proposal complies with the requirements prescribed in the Contract Documents, except as otherwise required by law, or alternatively, all proposals will be rejected. No proposal shall be withdrawn for a period of sixty (60) calendar days after opening without consent of the Owner.

If written Notice of Award of a proposal is delivered to the successful bidder within the times noted above, or at any time thereafter before such proposal has been withdrawn, the bidder shall within ten (10) calendar days after receipt of such notice to execute and deliver to the Owner all necessary documents including the Contract in the prescribed form, provide proper Performance and Payment Bonds, Certificates of Insurance, and supply any other required documents to allow or enable Owner to execute the Contract, and endorsements, and other required documents or Bidder's proposal guarantee shall be forfeited as provided elsewhere herein.

103.4 CANCELLATION OF AWARD:

The Owner reserves the right to cancel the award of any contract at any time before the execution of said Contract by all parties, without any liability against the Owner.

103.5 REQUIREMENT OF CONTRACT BONDS: SEE SPECIAL TERMS AND CONDITIONS

103.6 CONTRACTOR'S INSURANCE: SEE SPECIAL TERMS AND CONDITIONS

SECTION 104

SCOPE OF WORK

104.1 WORK TO BE DONE:

104.1.1 General: It is the intent of the Contract Documents to require the Contractor to provide for the complete construction in every detail of the Work described. The Contractor shall perform all Work as may be necessary to complete the Contract in a satisfactory and acceptable manner in full compliance with the Contract Documents.

The Contractor shall be responsible to perform any or all of the improvements mentioned and authorized to be made, and the construction, demolition, reconstruction, and repair of all or any portion of such improvements, and the furnishing of all of the needed experienced supervision and labor, materials, equipment, transportation, utilities, supplies, services, facilities and any other incidentals and incidental expenses necessary or convenient to the successful completion of the Project and the carrying out of all the duties and obligations imposed by the Contract (the "**Work**").

104.1.2 Maintenance of Traffic: The Contractor's maintenance and traffic control operations shall be in accordance with the Manual on Uniform Traffic Control Devices (latest edition), and in accordance with the Contract Documents. Unless otherwise provided in the Special Provisions or on a temporary basis when authorized by the Engineer, the Contractor shall keep all roadways within the Project area open to all traffic and provide for and accommodate vehicles and pedestrians alike in a safe and efficient manner. The Contractor shall also provide and maintain in a safe condition temporary and permanent approaches or crossings and intersections with trails, roads, streets, businesses, parking lots, residences, garages, and driveways. Access to residential property shall be in accordance with Section 107. The Contractor shall also coordinate with the various agencies both commercial and public, involved in the collection and removal of trash and garbage, so that adequate services are maintained.

Grading operations, roadway excavation and fill construction shall be conducted and maintained in such a manner as to provide a reasonably satisfactory and safe surface for vehicular and pedestrian traffic. When rough grading is completed, the roadbed shall be brought to and maintained in a reasonably smooth condition, satisfactory and safe for vehicular traffic at the posted speed limit. Pedestrian walkways shall be provided and maintained in a like manner. The Contractor shall accomplish any additional grading operations and/or repairs, including barricade replacement or repairs during working and nonworking periods which, in the opinion of the Engineer, are required.

In the event of inclement weather conditions, such as windstorms, rainstorms, etc., the Contractor shall immediately inspect his Work area and take all necessary actions to insure that public access and safety are maintained.

The Contractor shall provide the Engineer with the emergency address of his representatives as required by Section 105.

The Engineer shall be the sole judge as to the sufficiency of the Contractor's maintenance activities required to insure the safety of the traveling public through the Project Site. If the Engineer deems that the maintenance activities by the Contractor are not sufficient for the safety and convenience of the traveling public through the Project Site, the Engineer may order the Contractor to perform additional maintenance such as, but not necessarily limited to, sweeping, watering, grading, rolling, additional or alternate signage, dewatering, patching roadway and subgrade repair, safety feature repair, debris removal, repair of pedestrian features, and other work necessary to provide a smooth and safe traveled way.

The Contractor shall bear all expense of maintaining traffic within the Project area as well as constructing, maintaining and subsequently removing Contractor requested detours, approaches, crossings, intersections and other features, to include maintenance directed by the Engineer, as may be necessary without direct compensation and at no cost to the Owner.

If the Contractor fails to perform Maintenance of Traffic as required by the Contract Documents or as ordered by the Engineer, the provisions of Section 104.4 apply.

104.1.3 Cleanup and Dust Control: Throughout all phases of construction, including suspension of Work, and until final acceptance of the Project, the Contractor shall keep the Work area clean and free from rubbish, excess materials and debris generated by Construction Activities.

The Contractor shall be responsible for all required dust control measures during the course of the Work and until project acceptance to include disposal sites, storage sites, temporary yard, staging areas and on all unpaved haul or delivery roads which are being used by the Contractor, his Subcontractors or employees. The Contractor shall take whatever steps, procedures or means required to prevent any dust nuisance due to his construction operations. The dust control measures shall be maintained at all times to the satisfaction of the Engineer.

Failure of the Contractor to comply with the Engineer's cleanup and dust control orders may result in an order to suspend Work until the condition is corrected. No additional compensation or time will be allowed as a result of such suspension and the Engineer has the authority to take such other measures as may be necessary to remedy the situation.

If the Contractor fails to perform Cleanup or Dust Control as required by the Contract Documents or as ordered by the Engineer, the provisions of Section 104.3 apply.

104.1.4 Final Cleaning Up: Before final acceptance, all private or public property and grounds occupied by the Contractor in connection with the Work shall be cleaned of all rubbish, excess materials, temporary structures and equipment, and all parts of the Work area shall be left in an acceptable condition.

104.2 ALTERATION OF WORK:

104.2.1 By the Owner: The Owner reserves the right to make, at any time during the progress of the Work, such alterations in the details of construction and such increases or decreases in quantities as may be found necessary or desirable. Such alterations and changes shall not invalidate the Contract nor release the surety and the Contractor agrees to perform the Work as altered, the same as if it had been a part of the original Contract.

The Owner or Engineer will issue Change Orders to cover unforeseen circumstances which make it impossible to carry out the Work in accordance with the original Contract Documents.

If the alterations or changes made by the Owner increase or decrease the total cost of the Contract or the total cost of any major item by more than twenty percent (20%), or increase or decrease the Contract time for completion of the Work, either party may request an adjustment in Contract time for completion of the Work, or request an adjustment in payment in accordance with Section 109.

104.2.2 Due to Differing Conditions:

The Bidders are responsible to investigate the site of Work and fully inform themselves of the subsurface conditions at the site to the extent the bidders deem necessary to satisfy themselves as to the site subsurface conditions prior to bidding on the project. Should the bidder as Contractor encounter or discover during the process of the Work, subsurface or latent physical conditions at the Site differing substantially from those indicated in the Contract, or unknown physical conditions at the Site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract, the Engineer shall be promptly notified in writing by the Contractor of such conditions before they are disturbed, to include a detailed description specifically outlining what is considered substantially differing conditions and outside of the scope of Work contemplated in and required by Contract Documents, along with request for any increase in Contract Time for Completion of the Work and/or request for additional compensation in accordance with Section 109 for the Work. The Engineer will thereupon promptly investigate the conditions and, if he finds the conditions do so materially differ and cause an increase or decrease in the cost of or the time required for performance of the Contract, an equitable adjustment will be made and the Contract modified in writing accordingly by Change Order duly issued by the Owner or Engineer. Failure of the Contractor to notify the Engineer of the differing conditions prior to doing any Work shall be just cause to reject any claims for additional monies and/or time.

After any portion of the Work has been opened up, saturation of material caused by irrigation water, storm drainage, weather or such similar causes will be considered as within the responsibility of the Contractor and shall be the responsibility of the Contractor to remove and replace or otherwise correct to the satisfaction of the Engineer at the Contractor's sole expense.

104.2.3 Due to Extra Work: The Contractor shall perform Extra Work which is outside of the scope of Work contemplated in and required by the Contract Documents only if requested to do so through Change Order duly issued by the Owner or Engineer, and only whenever it is deemed necessary by the Engineer and/or Owner to fully complete the Work, or when it is deemed necessary or desirable by the Owner. Such Work shall be governed by all applicable provisions of the Contract Documents and payment will be made in accordance with the provisions set forth in Section 109.

Should the Contractor claim that it is necessary to perform Extra Work which is outside of the scope of Work contemplated in and required by the Contract Documents to fully complete the Work, the Contractor shall give the Engineer written notice of the claim for Extra Work, prior to proceeding to execute the Work, specifically outlining what is considered Extra Work and outside of the scope of Contract Documents, along with request for any increase in Contract Time for Completion of the Work and/or request for additional compensation in accordance with Section 109 for the Work, except in emergencies endangering life or property.

Change order proposals shall be submitted promptly and shall remain firm for a period of not less than ninety (90) days from delivery of the change proposal. Any delay in submission will not justify or constitute the basis for an increase in the Cost of the work or contract time.

No claim on Extra Work shall be considered unless written notice of Extra Work is given by the Contractor to the Engineer prior to proceeding to execute the Work.

If this Extra Work is performed by others, the Contractor agrees to cooperate fully with the other source accomplishing this Work and agrees that this action shall not invalidate the Contract or release the surety.

104.2.4 At the Contractor's Request: Changes in the plans or specifications, which do not materially affect and are not detrimental to the Work or to the interests of the Owner, may be granted to facilitate the Work at the sole discretion of the Engineer. Requests shall be in writing and submitted by the Contractor to the Engineer for approval. These changes, if approved and when resulting in a saving to the Contractor and the Owner, will be made at an equitable reduction in cost or in no case at any additional cost to the Owner.

104.3 NONCOMPLIANCE OF CONTRACTOR'S WORK WITH CONTRACT REQUIREMENTS

The Engineer shall be the sole judge of the Contractor's failure to perform Work in compliance and conformance with the requirements and conditions of the Contract Documents. Failure on the part of the Contractor to perform the Work or any portion thereof in full compliance or conformance with the requirements and conditions of the Contract Documents shall be deemed sufficient justification for the Owner to declare the Contractor in Default of the Contractor's obligations under Contract with the Owner.

Upon notice or discovery of the Work performed by the Contractor failing to comply or conform with the requirement and conditions of the Contract, the Engineer will immediately notify the Contractor in writing of such noncompliance. If the Contractor fails to remedy the noncompliance within twenty-four (24) hours after receipt of such notice, and notwithstanding any other remedies set forth in the Contract Documents, the Engineer and or the Owner may:

A) Suspend Work partially or fully until the noncompliance is corrected. No additional compensation or Contract Time will be allowed as a result of such suspension of the Work.

B) Take control of all or part of the Work and/or have all or part of the Work accomplished by others, all costs of which shall be born by the Contractor and be deducted from monies due or to become due to the Contractor under this Contract.

C) Terminate the Contract in whole or in part and take any other action authorized under the Contract or allowed by Law.

In the event the Owner takes control of all or part of the Work, and/or has all or part of the Work accomplished by others, the Contractor agrees to cooperate fully with the Owner and/or other source accomplishing this Work and agrees that this action shall not invalidate the Contract or release the surety or any responsibility of the Contractor to the Contract and the Work

SECTION 105

CONTROL OF WORK

105.1 AUTHORITY OF THE ENGINEER:

The Engineer will decide all questions which may arise as to the quality and acceptability of the materials furnished and Work performed and as to the rate of progress of the Work; all questions which may arise as to the interpretation of the plans and specifications; and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. The Engineer's estimates and decisions shall be final and conclusive. In case any question should arise, relative to the Contract Documents, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive final approval of the Work being questioned under the Contract.

The Engineer may make minor changes in the Work by written Change Order to the Contractor, for issues not involving Extra Work, compensation, or changes in Contract Time for Completion, and not inconsistent with the purpose or Scope of Work, except in emergencies endangering life or property.

Notwithstanding other remedies set forth in the Contract Documents, the Engineer may suspend the Work wholly or in part due to the failure of the Contractor; to correct conditions unsafe for the workmen or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the Work or for any other condition or reason deemed to be in the public interest.

105.2 PLANS AND SHOP DRAWINGS:

The Contractor shall submit, for review, a proposed schedule of shop drawings and product data submittals. This schedule will include concrete and asphalt concrete mix designs unless they are previously approved supplier's mix design. The schedule will show the needed response date for each submittal and will indicate the relationship of the submittal to the Project construction schedule.

The Contractor shall submit five copies of each shop drawing, product data or mix design to the Engineer for review. Each submittal shall be numbered sequentially and shall be submitted in accordance with the schedule established in conjunction with the Owner so as to cause no delay in the Work schedule. The Contractor shall certify, by stamp or letter, that he has reviewed and approved the submittal and that it conforms to the requirements of the Contract Documents. If this certification is not included, the submittal will be returned without action.

At the time of each submittal, the Contractor shall define and delineate in writing, separate from the certification, any deviations from the Contract Documents. If the Engineer accepts this deviation, he will authorize the deviation by issuing a Change Order or if the deviation is minor by endorsement to the letter.

The Engineer will review and return the submittals in accordance with the previously established response date. The review will be only for conformance with the design concept of the Work and for compliance with the information contained in the Contract Documents. The review of a specified item, as such, will not indicate review of the assembly in which the item functions. Review by the Engineer will not relieve the Contractor from responsibility for any errors or omissions in the submittals nor from his responsibility for complying with the Contract Documents. The only exception is deviations accepted in accordance with the preceding paragraph.

If the submittal is acceptable, one (1) copy with each page stamped or written and signed by the Engineer "Approved as Submitted" will be returned to the Contractor. The Contractor shall submit additional copies (as required) to the Engineer.

If the Engineer determines that the submittal requires corrections or is to be rejected, one (1) copy stamped or written by the Engineer "Approved as Noted" or "Revise and Resubmit" will be returned to the Contractor. The Contractor will submit five corrected or new copies.

The copy stamped or written "Approved as Submitted", returned to the Contractor, will become a part of the Contract Documents and will be kept at the job Site. Any Work done prior to the receipt of this review will be at the Contractor's risk and expense.

105.3 CONFORMITY WITH PLANS AND SPECIFICATIONS:

All Work performed and all materials furnished shall be in conformity with the lines, elevations, grades, cross sections, dimensions and material requirements, including tolerances, shown on the plans or indicated in the specifications.

In the event the Engineer finds the materials or the finished product in which the materials are used not in conformity with the plans and specifications, but that reasonably acceptable Work has been produced, he shall then make a determination if the Work shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by Contract modification which will provide for

an appropriate adjustment in the Contract price for such Work or materials as the Engineer deems necessary to conform to his determination based on engineering judgment.

In the event the Engineer finds the materials or the finished product in which the materials are used or the Work performed are not in conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the Work or materials shall be removed and replaced or otherwise corrected by the Contractor to the satisfaction of the Engineer at no additional cost to the Owner.

In all instances wherein the items and/or specifications require installation or construction in accordance with either manufacturers' or suppliers' recommendations and/or instructions, said recommendations and/or instructions shall be submitted with the applicable portion clearly marked for approval prior to the commencement of Work on that item or portions of the Contract.

105.4 COORDINATION OF PLANS AND SPECIFICATIONS:

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations as the Engineer may deem necessary for fulfilling the intent of the plans and specifications.

105.5 COOPERATION OF CONTRACTOR:

The Contractor will be supplied with a minimum of five sets of approved Contract Documents, one (1) set of which the Contractor shall keep available on the Project at all times.

The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer, his inspectors, and other Contractors in every way possible.

The Contractor shall at all times be present at the Project Site in person or represented by a competent superintendent authorized to receive and fulfill instructions from the Engineer and who shall supervise and direct the Work. Instructions and information given by the Engineer to the Contractor's superintendent shall be considered as having been given to the Contractor.

(A) All phases of the Project shall be under the direct supervision of a foreman or his designated representative on the Site who shall have authority to accept instructions, with respect to that particular phase of the Project, and take action required to properly carry out the Work.

(B) In the event of noncompliance with the above, and notwithstanding other remedies set forth in the Contract Documents, the Engineer may require the Contractor to stop Work on that part of the Project until the required supervision is present. Further, no additional compensation or Contract Time will be allowed as a result of such suspension.

The Contractor shall file with the Engineer, the names, addresses, and telephone numbers of representatives who can be contacted, at any time, in case of emergency. These representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice.
Emergencies may arise during the progress of the Work which may require special effort or require extra shifts of men to continue the Work beyond normal working hours. The Contractor shall be prepared in case of such emergencies from whatever cause, to do all necessary Work promptly.

105.6 COOPERATION WITH UTILITIES:

The Engineer (Owner) will notify all utility companies, all pipe line owners, or other parties affected, and endeavor to have all necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practicable.

The Contractor shall comply with the requirements of ARS-40-360.21 through 40-360.29 (one call system, Blue Stake) in notification to the interested utility owners prior to start of construction. The Contractor shall resolve all problems with the utility owners concerned.

It shall be the Contractor's responsibility to ascertain whether any utility, utility appurtenance or utility property occupies the area of Work contemplated herein. It is understood and agreed that the Contractor has considered in his proposal all of the permanent and temporary utilities and utility appurtenances in their present or relocated positions as indicated on the Plans. No additional compensation will be granted to the Contractor for any utility or utility appurtenance that the Contractor could have fully informed himself of prior to Bidding whether shown on the Plans or not shown on the Plans. No compensation will be made because of any delays, inconvenience, or damage sustained by the contractor due to any interference from the said utility or utility appurtenance or the operation of moving them or for the maintaining or operation of any utility by the utility owner. If delays are encountered because utility owners have not

relocated or adjusted their facilities as indicated on the Plans, the Contract Time will be adjusted in accordance with Section 108 however no monetary or other compensation will be made for the delay due to any direct, delayed or ripple effect to the work or work schedule.

It shall be the responsibility of the Contractor to ascertain the need for bracing or shoring of utility poles during the construction of the Project and no additional compensation will be allowed for such bracing or shoring.

105.6.1 Notifications Requirement in the Event of Any Damage to or Dislocation of Underground Facilities: In the event of any damage to or dislocation of any underground facility, the Contractor responsible for the excavation operation shall immediately notify the Engineer and the owner of such facility and shall not attempt to repair any facility, except those intended for the conveyance or storage of water and sewage. The excavation shall be left open until the arrival of representatives of the owner of the facility.

105.7 COOPERATION BETWEEN CONTRACTORS:

The Owner reserves the right at any time to contract for and perform other or additional Work on or near the Work covered by the contract.

When separate contracts are let within the limits of any one Project, each Contractor shall conduct his Work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working on the same Project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same Project.

The Contractor shall arrange his Work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same Project. He shall join his Work with that of others in an acceptable manner and shall perform it in proper sequence to that of the others.

The Owner will not honor any claim for extra compensation due to delays, extra Work, or extension of time caused by any other Contractors working within the limits of the same Project.

105.8 CONSTRUCTION STAKES, LINES AND GRADES BY CONTRACTOR:

Unless stated otherwise in the Specifications and/or Special Provisions, the Contractor shall be responsible for providing construction stakes, lines and grades as follows. The Contractor will set construction stakes establishing lines and grades for road work, curbs, gutters, sidewalks, structures and centerlines for utilities and necessary appurtenances as he may deem necessary, and will furnish all necessary information relating to the lines and grades.

The Contractor shall perform the Work in accordance with the plans and specifications.

The Contractor shall be held responsible for the preservation of all stakes and marks, and if the construction stakes or marks have been carelessly or willfully destroyed or disturbed, the cost for replacing them will be born by the Contractor and not be a responsibility of the Owner.

The Contractor shall set the construction stakes for buildings establishing lines, grades, and elevations to include necessary utilities and appurtenances and shall be responsible for their conformance with plans and specifications. The Engineer will establish or designate a control line or bench mark of known location and elevation for use as a reference.

105.9 DUTIES OF INSPECTOR:

The Engineer may provide Inspector(s), assistant(s), and other field staff to assist the Engineer in observing performance of the Work of the Contractor. Through onsite observations of the Work in progress, the Inspector shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work of the Contractor; but, the furnishing of such services will not make the Inspector responsible for or give the Inspector control over the Work, methods, techniques, sequences, or procedures or for safety precautions or programs, or responsibility for the Contractor's failure to perform the Work in accordance with the Contract Documents.

Inspectors employed by the Owner will be authorized to inspect all Work. Such inspection may extend to all or any part of the Work. The inspector will not be authorized to alter or waive the provisions of the Contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

105.10 INSPECTION OF WORK:

Inspection of the Work by the Engineer or his authorized representative shall not be considered as direct control of the individual workman and his Work. The direct control shall be solely the responsibility of the Contractor.

The Engineer shall be permitted to inspect each part or detail of the Work at any time for the purpose of expediting and facilitating the progress of the Work. He shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

Any Work done or materials used without supervision and inspection by the Engineer or his authorized representative may be ordered removed and replaced at no additional cost to the Owner. Failure to reject any defective Work or materials shall not in any way prevent later rejection when such defect is discovered, nor obligate the Engineer to final acceptance.

When any unit of government or political subdivision is to pay a portion of the cost of the Work covered by the Contract, its representatives shall have the right to inspect the Work. Such inspection shall in no sense make any unit of government or political subdivision a party to the Contract, and shall in no way interfere with the rights of either party to the Contract.

105.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:

Unacceptable Work not in conformance with or meeting the requirements of the Contract Documents, found to exist prior to the final acceptance of the Work, shall be immediately removed and replaced or otherwise corrected in an acceptable manner by the Contractor to the satisfaction of the Engineer at no additional cost to the Owner.

No Work shall be done without lines and grades having been approved by the Engineer. Work done contrary to the instructions of the Engineer, Work done beyond the lines shown on the plans, or any extra Work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced or otherwise corrected by the Contractor to the satisfaction of the Engineer at no additional cost to the Owner.

105.12 MAINTENANCE DURING CONSTRUCTION:

The Contractor shall maintain the Work during construction and until the Project is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces to the end so that the roadway or structures are kept in satisfactory conditions at all times.
In the case of a Contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations. The course or subgrade, upon which a course is to be placed shall be constructed and maintained by the Contractor so that the course or subgrade will meet the requirements of the Contract Documents up to, until and immediately prior to the placement of the subsequent course. All cost of maintenance Work during construction and before the Project is accepted shall be included in the lump sum or unit bid price on the various pay items.

105.13 FAILURE TO MAINTAIN ROADWAY OR STRUCTURE:

The Engineer shall be the sole judge of failure on the Contractor's part for Maintenance during Construction. If the Contractor, at any time, fails to perform maintenance during construction as required by the Contract Documents or as ordered by the Engineer, the provisions of Section 104.3 apply.

105.14 PARTIAL USE OR OCCUPANCY:

In the case of Work on or within public right-of-ways, the Contractor shall provide for and insure that the Owner, utility companies and providers, and the general public shall have the right of occupancy and use of the Project areas for continued activities area within the right-of-way.

The Owner shall also have the right of partial occupancy of any portion of the completed Work, other than the rights described for Work within public right-of-ways, so long as that use does not unreasonably interfere with the Work of the Contractor.

Partial Occupancy by the Owner, or the general public prior to final acceptance shall not relieve the Contractor of any responsibilities for maintenance thereof or any other responsibilities of the Contractor for the Work under the Contract Documents. The Partial Occupancy by the Owner shall not be deemed by the Contractor as final acceptance of the Work, nor shall it relieve the Contractor of his responsibilities for maintaining in full force the bonds and insurance required by the Contract Documents

105.15 FINAL COMPLETION AND FINAL ACCEPTANCE:

Upon due notice from the Contractor of presumptive completion of the entire Project, the Engineer will make an inspection. If all construction provided for and contemplated by the contract is found completed to his satisfaction that inspection shall constitute the final inspection and the Engineer will make the final acceptance. The Contractor will be notified in writing of this acceptance as of the date of the final inspection.

If, however, the inspection discloses any Work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with and execute such instructions.

If, in the opinion of the Engineer, the Work is deemed substantially complete and that any and all outstanding, unfinished or incomplete items of Work are minor in nature, number and value, and that the Owner has full, complete, and unobstructed use of the Project for which the Work was intended, the Engineer may notify the Contractor in writing that the Project is deemed substantially complete and of the date of substantial completion.

Substantial Completion is achieved when the Work is sufficiently complete, in the sole discretion of the County Engineer, for the Owner to occupy and use the Property for its intended purpose and may include but not be limited to: (a) approval by applicable jurisdictions and authorities including issuance of the Certificate of Occupancy; (b) all systems in place, functional, and displayed to the Owner; (c) all materials and equipment installed and accepted by the Owner; (d) all systems reviewed and accepted by the Owner; (e) landscaping and site work completed; and (f) final cleaning completed.

Upon correction of all the Work by the Contractor, another inspection will be made which shall constitute the final inspection provided the Work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.

SECTION 106

CONTROL OF MATERIALS

106.1 SOURCE OF MATERIALS AND QUALITY:

All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used on the Work shall be subject to the inspection and approval or rejection of the Engineer.

The materials used on the Work shall meet all quality requirements of the Contract. In order to expedite the inspection and testing of materials, the Contractor shall notify the Engineer of his proposed source of materials prior to delivery. At the option of the Engineer, materials may be approved at the source of supply before delivery is started. If it is found after trial that sources of supply for previously approved materials do not produce specified products meeting the requirements of the Contract Documents the Contractor shall furnish materials from other sources.

Unless otherwise noted, all materials used in the Project shall be new and unused. Additionally, any new materials used in this Project that are damaged during the construction of the Project and prior to final acceptance shall be removed and replaced by the Contractor with new materials meeting the requirements of the Contract Documents at no additional cost to the Owner.

106.2 SAMPLES AND TESTS OF MATERIALS:

106.2.1 Owner Quality Acceptance: All materials to be incorporated in the Work will be subject to acceptance sampling, testing and approval, by the Engineer. Any Work in which materials not previously approved by the Engineer for use are used or incorporated into the Work by the Contractor shall be performed at the Contractor's risk and may be considered as unauthorized and unacceptable Work and not subject to the payment provisions of the Contract, or the material may be required to be removed and replaced by the Contractor with materials approved by the Engineer.

The Engineer may sample, take or select samples to be tested, or may require that samples be taken and delivered by the Contractor to a laboratory or location designated by the Engineer. In the event samples are taken and furnished to the Engineer by the Contractor, samples shall be representative of the materials to be used and sampled or taken in accordance with the requirement of the Contract Documents and in accordance with good engineering practices.

The Engineer will test or have tested the materials at the Owner's expense for initial or normal acceptance testing as required by the Engineer to guard against unsuitable materials or defective workmanship. Any additional sampling and testing, required due to failure of the initial or normal test(s), shall be paid for by the Contractor. At the discretion of the Engineer, the Engineer or his representative shall be allowed by the Contractor to witness any and all sampling or testing by the Contractor. The Engineer shall have the authority to determine adequacy and accuracy of testing and to designate or approve the laboratory which will accomplish the additional test(s). All test results shall be provided to the Engineer and the Contractor as soon as possible after testing.

The procedures and methods used to sample and test materials will be determined by the Engineer. Unless otherwise specified, samples and tests will be made in accordance with either: the Arizona Test Methods; the standard methods of AASHTO or ASTM, which were in effect and published at the time of advertising for bids.

With respect to certain manufactured materials, the Engineer may permit the use of some materials prior to sampling and testing provided they are delivered with either a certificate of compliance or analysis or both, stating that the materials comply in all respects with the requirements of the specifications. These certificates shall be furnished in triplicate and clearly identify each delivery of materials to the Work area. The certificates shall be signed by a person having legal authority to bind the supplier or manufacturer.

106.2.2 Contractor Quality Control: Quality control measures sufficient to produce materials of acceptable quality are the sole responsibility of the Contractor. The Contractor shall be required to provide and maintain a Quality Control Plan, approved by the Engineer, along with providing sufficient personnel, equipment, supplies, and facilities, necessary to obtain, samples, perform tests, and otherwise assure the quality of the Work.

Prior to the start of Work, the Contractor shall submit the Contractor's Quality Control Plan to and obtain approval from the Engineer. The Quality Control Plan shall include a statement stating that all sampling and testing will be done at a frequency sufficient to insure that all work is done in accordance with the plans and specification.

The Contractor shall perform process control sampling, testing and inspection during all phases of the Work and shall perform the process control sampling, testing and inspection at a rate sufficient to assure that the Work conforms to the requirements of the Contract Documents. The Contractor shall provide or engage, at the Contractor's expense, the services of a certified testing laboratory licensed to do business in the State of Arizona to perform the sampling, testing and inspection. All the testing equipment to be employed shall be properly calibrated and meet the specifications applicable, and all personnel used qualified to perform the specified test procedure.

It shall be the Contractor's responsibility to sufficiently document to the Engineer the suitability of the laboratory, equipment, and personnel used in the quality control sampling, testing and inspection. In the event the Engineer determines that the Contractor is not employing a suitable laboratory, testing equipment, or personnel for quality control, the Engineer shall notify the Contractor in writing of his finding, and the Contractor shall replace or have replaced or otherwise provide satisfactory laboratory, equipment and personnel along with documentation thereof meeting the approval of the Engineer.

106.3 PLANT INSPECTION:

The Engineer may undertake the inspection of materials at the source. In this event, the following conditions shall be met:

(A) The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.

(B) The Engineer shall have full entry at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished.

It is understood that the Owner reserves the right to retest all materials, prior to their use in the Work, upon delivery.

106.4 TRADE NAMES AND SUBSTITUTIONS:

Plans and specifications may contain references to equipment, materials or patented processes by manufacturer, trade name, make or catalog number. Unless the name is followed by words indicating that no substitution is permitted, such references shall be regarded as establishing a standard of quality, finish, appearance, performance or, as indicated, a selection based upon compatibility with existing equipment or materials.

The use of an alternate or substitute item or source will be permitted, subject to the following:

(A) No consideration will be given to a substitution prior to award of the Contract.

(B) Only substitutions submitted by the Contractor will be accepted for review. The substitution shall be submitted in writing to the Engineer.

(C) The submittal shall certify that the substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.

(D) The submittal shall state any required changes in the Contract Documents to adapt the design to the proposed substitution. This will include all changes required of other contractors/subcontractors affected by the resulting changes.

(E) The submittal shall contain an itemized estimate of all costs and credits that will result directly or indirectly from the acceptance of such substitution, including costs of design, license fees, royalties, testing, Engineer's evaluation, claims of other contractors/subcontractors, etc. Also, the submittal shall include any adjustments in the Contract Time created by substitution.

(F) The Contractor, on request of the Engineer, shall submit samples or any additional information the Engineer may deem necessary to evaluate the acceptability of the substitution. The Engineer will evaluate the information provided, perform tests when necessary and make comparisons. The Engineer will then make the final decision as to the acceptability of the proposed substitution. The Contractor will be notified in writing by the Engineer as to whether his substitution has been accepted or rejected.

(G) The submittal, for purposes of review, number of copies, etc., shall follow the procedures as outlined in Section 105.2. If the Engineer does not respond in a timely manner, which in turn, impacts the substitution, the Contractor shall continue to perform the Work in accordance with the Contract and the substitution will be considered rejected. Also, no adjustments in the Contract Time will be granted for nonacceptance of the substitution.

(H) There will be no additional costs to the Owner for the substitution. If the substitution yields a net savings in the Contract price, the amount of savings shall be divided between the Owner and the Contractor in a percentage established by the Owner.

(I) If the substitution is accepted and an adjustment in the Contract cost and/or Contract Time is in order, a Change Order will be issued to the Contractor for the changes.

106.5 STORAGE OF MATERIALS:

The Contractor shall provide storage facilities and exercise such measures as will insure the preservation of the quality and fitness of all materials and/or equipment to be used in the Work. Stored materials and/or equipment, even though approved before storage, may again be inspected prior to their use in the Work. Stored items shall be located so as to facilitate their prompt inspection. That portion of the right-of-way and easements not required for public travel may be used for storage purposes, when approved by the Engineer. Any additional storage area as required must be provided by the Contractor. Private property shall not be used for storage purposes without written permission of the owner or lessee. If requested, by the Engineer, copies of such written permission shall be made available.

106.6 HANDLING MATERIALS:

All materials and/or equipment shall be handled in such a manner as to preserve their quality and fitness for the Work.

106.7 UNACCEPTABLE MATERIALS:

All materials and/or equipment not conforming to the requirements of the specifications, whether in place or not, may be rejected. Rejected materials and/or equipment shall be removed immediately from the Site of Work unless otherwise permitted by the Engineer. No rejected material and/or equipment, the defects of which have been subsequently corrected, shall be used until approved in writing by the Engineer.

106.8 FURNISHED MATERIALS:

Materials and/or equipment, furnished by the Owner, will be delivered or made available to the Contractor as indicated in the special provisions. The cost of handling and placing shall be considered as included in the Contract price for the pay item with which they are used.

The Contractor will be held responsible for all materials and/or equipment accepted by him and will make good any shortages, deficiencies and damages which may occur after such acceptance.

SECTION 107

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.1 LAWS TO BE OBSERVED:

The Contractor shall keep fully informed of all Federal and State laws, County and City ordinances, regulations, codes, rules, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the Work (hereinafter **"Laws"**). The Contractor shall at all times observe and comply with all such Laws and shall protect and indemnify the Owner and its representatives, including without limitation its Board of Supervisors, officials, employees, and agents, against any claim or liability arising from or based on the violation of such Laws, whether by the Contractor itself, the Contractor's employees, consultants, subcontractors, material suppliers, equipment suppliers, or agents. These indemnifications provisions, are more fully set forth in Section 107.15 of these General Conditions.

Without limitation, the attention of the Contractor's without limitation, is directed to the provisions of the following sections, Arizona Revised Statutes:

(A) ARS § 41-1461 et. seq. The Contractor understands and agrees that therewith the following contractual provisions apply to the Contract with the Owner that in connection with the performance of Work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin, as well as to age for people forth (40) or more years of age. The aforesaid provision 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. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of the nondiscrimination clause.

The Contractor further agrees to insert the foregoing provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

(B) When Federal-aid funds are used on a Project, the prevailing basic hourly wage rates and fringe benefit payments, as determined by the Secretary of Labor pursuant to the provisions of the Davis-Bacon Act, shall be the minimum wages paid to the described classes of laborers and mechanics employed to perform the Contract.

(C) ARS § 40-360.22 Excavations: determining location of underground facilities; providing information, or amongst other things. This statute requires that no person shall begin excavating before the location and marking are complete or the excavator is notified that marking is unnecessary and requires that upon notification, the owner of the facility shall respond as promptly as practical, but in no event later than two days, excluding Saturdays, Sundays and legal holidays.

This section is not applicable to an excavation made during an emergency which involves danger to life, health or property if reasonable precautions are taken to protect underground facilities.

(D) ARS § 40-360.23. Making excavations in careful, prudent manner: liability for negligence, etc. Among other things, this statute states that obtaining information as required does not excuse any person making any excavation from doing so in a careful and prudent manner nor shall it excuse such persons from liability for any damage or injury resulting from his negligence.

(E) ARS § 40-360.28 Civil penalty; liability. Among other things, this Statutes states that if the owner or operator fails to locate, or incorrectly locates the underground facility, pursuant to this article, the owner or operator becomes liable for resulting damages, costs and expenses to the injured party.

(F) ARS § 32-2311 et. sec. including ARS § 32-2313. Business license; business name; branch office registration; renewal, etc. Among other things, this Statute states that no person, partnership, corporation or association shall engage in the business of general pest or weed control without being duly licensed/certified by the Structural Pest Control Board.

(G) ARS §38-511. Provides for cancellation of the Contract for Statutory prohibited conflicts.

Referencing the above sections does not invalidate or minimize the importance of other of these or other Arizona Statutes or all other applicable portions of Laws.

107.2 PERMITS, BONDING AND INSURANCE:

Permits, bonding and insurance requirements shall be as required by the Owner, and Laws statutes, codes, ordinances or regulations.

The Contractor shall, at his own expense, obtain all the required permits which have not been furnished or which have not been stated to be furnished by the Owner in the Bid Documents.

In all cases, the Contractor shall notify the appropriate permit agency so as to insure proper inspection by the agency concerned.

107.3 PATENTED DEVICES, MATERIALS AND PROCESSES:

If the Contractor employs any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the Contractor's surety(ies) and insurer(s) shall indemnify and save harmless the Owner, any affected third party or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify and defend the Owner for any costs, expenses, and damages which it may be obligated to pay by reason of any infringement, at any time during the prosecution or after the completion of the Work.

107.4 ARCHAEOLOGICAL REPORTS:

Attention is directed to Arizona Revised Statutes Sections 41-841, 41-844 and 41-846 et. seq. In view of the above, it shall be a provision of any Contract issued that when archaeological features are encountered or unearthed in the excavation of material pits or of the roadway prism, or other excavation, the Contractor shall report promptly to the Director of the Arizona State Museum and the Owner. The Contractor may be allowed extra time, as appropriate, in accordance with the provisions of Section 108; however, no additional compensation shall be provided for compliance herewith.

107.5 SAFETY, HEALTH AND SANITATION PROVISIONS:

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health and/or as specified by the Mohave County Health Department.

The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the Engineer may determine, reasonably necessary to protect the life and the health of employees on the job, the safety of the public and to protect property in connection with the performance of the Work covered by the Contract.

Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable Laws including without limitation, pertaining to such protection including all Federal and State occupational safety and health acts, and standards and regulations promulgated thereunder.

107.5.1 Asbestos Materials: If asbestos materials are encountered during any building remodeling/demolition Work, the Contractor shall comply fully with all laws including without limitation, the Arizona Administrative Code, A.A.C. R18-2-901 and notify the Engineer. An extension of Contract Time will be granted for any delay resulting from the asbestos material in accordance with Section 108.

107.5.2 Lead-Containing Paint: Paint and similar surface coating materials shall comply with Laws, and any materials that contain lead compounds and in which the lead content exceeds six hundredths (0.06) of the total weight of the non-volatile content of the paint or the weight of the dried paint film is declared a banned hazardous product and will not be used (Consumer Product Safety Act Part 1303 dated 9-1-77).

107.6 PUBLIC CONVENIENCE AND SAFETY:

The Contractor shall at all times so conduct the Work as to assure the least possible obstruction to traffic and adjacent residents and businesses. The safety, convenience, and the protection of persons and property, of the County and any other political subdivision, the general public, businesses and residents along the street, highway, and areas adjacent to the Work area shall be provided for by the Contractor.

107.6.1 Contractor's Marshaling Yard: Contractors shall notify the Engineer when using property(ies) other than property(ies) owned, leased or rented by the Contractor, including vacant property to park and service equipment and store material for use on the Owner construction contracts.

(A) Any use of any properties including vacant property adjacent to or near the Project for parking or servicing equipment and/or storing of material will require the Contractor to obtain written signed and notarized approval from the property owner(s).

(B) A copy of the document evidencing the Contractors ownership, lease, rights, rental rights or other of the property owner's approval shall be submitted to the Engineer, stating the use of the Marshaling Yard in connection with the Project.

(C) The Yard shall be adequately maintained to control dust and mud from leaving the property.

(D) Work in the Marshaling Yard shall be scheduled so as to comply with the all the Laws.

(E) Equipment, materials, etc., shall be located so as to minimize impact on adjacent properties.

(F) The Contractor shall clean up and restore any property(ies) used or effected by the Project activity (ies) promptly upon completion of use.

(G) Contractor's notification to the Engineer shall specify in detail how the Contractor proposes to comply with (C) through (F) above.

(H) The Contractor shall obtain a written release which also expressly releases the Owner, its Officials, Agents and Employees from the property owner after completion of use. A copy of the release shall be presented to the Engineer.

107.6.2 Marshalling Yard Work Hours: The Contractor shall comply with all Laws concerning Work hours and noise level during construction.

107.7 BARRICADES AND WARNING SIGNS:

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the Work and safety of the public. Roads, partially or fully closed to traffic, shall be protected by effective barricades, and obstructions shall be illuminated during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The Contractor shall erect warning signs in advance of any place on the Project where operations may interfere with the use of the road by traffic, and at all intermediate points where the new Work crosses or coincides with an existing road. Such warning signs shall be constructed and erected in accordance with the Manual on Uniform Traffic Control Devices and the requirements of the Contract Documents.

107.8 USE OF EXPLOSIVES:

The use of explosives or blasting agents is controlled by the Laws, including without limitation, the Uniform Fire Code, which is generally administered by the local or District Fire Department. The Contractor shall obtain a special permit from the appropriate Fire Department or Fire District for the use of explosives. A copy of this permit shall be delivered to the Engineer prior to the use of explosives. If the Fire Department or District does not use the Uniform Fire Code or have a department for enforcement of this Code, the Contractor shall use explosives only when authorized in writing by the Engineer. The approval by the Engineer for the use of explosives shall not relieve the Contractor from full compliance with his responsibilities for proper use and handling of the explosives or for any and all damages resulting from their use.

Explosives shall be transported, stored, handled and used in accordance with the provisions and requirements of all applicable laws, ordinances and regulations. Work shall be done in accordance with all applicable Laws, and the recommendations of the AGC Manual of Accident Prevention in Construction, the Institute of Makers of Explosives, and the Occupational Safety and Health Administration Regulations (29 CFR 1926.1(U)). In addition to the applicable regulations, the Contractor shall:

(A) Exercise the utmost care not to endanger life or damage property.

(B) Furnish and erect special signs to warn the public of his blasting operations. Such signs shall be located and maintained so as to be clearly evident to the public during all critical periods of blasting operations.

(C) Provide actual notice to each public utility company, having structures adjacent to the Work, of his intention to use explosives. Such notice shall be given sufficiently in advance to enable the companies to advise the Contractor of any precautions that should be taken to protect all affected structures from damage.

(D) Make a survey of adjacent properties, before commencing blasting operations, locating on drawings and by photographs all existing cracks and damages to structures. A copy shall be filed with the Engineer, including a report of any property owners who refused to cooperate and permit entry and inspection.

(E) Blasting shall be accomplished in such a manner that all affected buildings, structures, railways, highways, etc. will be safe from rocks and other projectiles. Adequate blasting mats or other means of protection shall be employed when blasting in congested area or close proximity to any of the above improvements. Steel mats shall not be allowed within two thousand (2,000) feet of power lines.

(F) At the time of firing, the Contractor shall station men along the road at sufficient distance from the blasting operation to flag down any vehicles.

The Owner reserves the right to order the discontinuance of blasting operations at any time.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:

The Contractor shall be responsible for the preservation and/or restoration of all public and private property and shall protect carefully from disturbance or damage all land monuments and property marks until the Engineer has witnessed or otherwise referenced their location and shall not move nor restore them until directed, and how directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the Work, or at any time due to defective Work or materials, and said responsibility will not be released until the Project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at no cost to the Owner, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner. Such damage will include but not be limited to landscaped areas. The Contractor shall regrade the disturbed area as directed and restore the surface material to match existing in type and quality.

When construction is within temporary construction easements, the Contractor shall restore all disturbed areas to a condition equal to or better than the existing improvements. Such restoration will include but not be limited to asphalt, walkways, fences, lights, sprinklers, landscaping, etc. In the case of landscaping, the Contractor may remove and store sod and plant material. If, in the determination of the Engineer, the sod and/or plant material did not survive the transplanting in good condition, the Contractor shall replace the sod and/or plant material to match in type and quality. Also, the Contractor may salvage any sprinkler system materials, lighting materials, etc. In the event that it is not feasible to reinstall the salvaged material, new material shall be installed.

The Contractor shall not dump spoil or waste material on private property without first obtaining from the owner written permission for such dumping. All such dumping shall be in strict conformance with the Uniform Building Code as modified, adopted, and enforced by the Owner, and in accordance with the requirements of the Mohave County Public Works Department.

Access to private property shall be maintained to keep inconvenience to the property owner to a minimum. Prior to any construction in front of driveways the Contractor shall notify the property owner twenty-four (24) hours in advance. Inconvenience caused by construction across driveways and sidewalks shall be kept to a minimum by restoring the serviceability as soon as possible. If it is necessary to leave open excavation so that it becomes a hazard the Contractor shall provide structurally adequate steel plates to bridge the excavation.

107.10 CONTRACTOR'S RESPONSIBILITY FOR WORK:

The Contractor shall properly guard, protect, and take every precaution necessary against injury or damage to all finished or partially finished Work, by the action of the elements or from any other cause until the entire Project is completed and accepted by the Owner. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Work before final acceptance at no cost to the Owner. Partial payment for completed portions of the Work shall not release the Contractor from such responsibility.

In case of suspension of the Work for any cause whatever, the Contractor shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the Project and shall erect any necessary temporary structures, signs, or other facilities at no cost to the Owner.

107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:

At points where the Contractor's operations are adjacent to properties of utility firms or other property, damage to which might result in considerable expense, loss, or inconvenience, Work shall not commence until all arrangements necessary for the protection thereof have been made.

The Contractor shall cooperate with the owners of any underground or overhead utilities in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of Work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

If any utility service is interrupted as a result of accidental breakage, the Contractor shall promptly notify the utility provider and all other proper authority and shall cooperate with the said utility provider and any involved authority(ies) in the restoration of service. No Work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

The Contractor shall identify and expose all underground utilities and structures which might interfere with the construction of the Project, in order to permit survey location prior to starting the Work construction.

The Contractor shall assume full responsibility for damages to any underground facility/utility as a result of failing to obtain information as to its location, failing to excavate in a careful, prudent manner or failing to take measures for protection of the facilities/utilities. The Contractor is liable to the owner of the underground facility/utility for the total cost of the repair.

107.12 FURNISHING RIGHT-OF-WAY:

The Owner will provide right-of-way and easements for all Work in advance of construction. Any exceptions will be indicated in the Special Provisions.

107.13 PERSONAL LIABILITY OF PUBLIC OFFICIALS:

In carrying out any provisions of these Contract Documents, or in exercising any power or authority granted to them by or within the Scope of the Contact, there shall be no liability upon the Owner, the Engineer, or any other of the Owners agents, employees, representatives, or employees, either personally or as officials of the Owner or Engineer.

107.14 NO WAIVER OF LEGAL RIGHTS:

Upon completion of the Work, the Engineer will expeditiously make final inspection and notify the Contractor of acceptance. Such final acceptance, however, shall not preclude or estop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the Work, nor shall the Owner be precluded or estopped from recovering from the Contractor or his surety, or both, such overpayment as it may sustain, or by failure on the part of the Contractor to fulfill his obligations under the Contract. A non-action or an express waiver or other non-enforcement on the part of the Owner against the Contractor for of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach. No waiver of the Owner shall be implied; any waiver must be express and written.

The Contractor, without prejudice to the terms of the Contract and in addition to any specific remedy provided the Owner in the Contract Documents, shall be liable to the Owner for latent defects, fraud or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty or remedy required by law.

107.15 INDEMNIFICATION: SEE STANDARD TERMS AND CONDITIONS (20)

SECTION 108

COMMENCEMENT, PROSECUTION AND PROGRESS

108.1 NOTICE TO PROCEED:

Neither the Contractor nor any Subcontractor shall commence Work on the Project prior to receipt of the written Notice to Proceed from the Engineer. The Contractor shall commence Work as soon as practicable after the starting date specified in the Notice to Proceed. All Work under the Contract shall be completed within the number of calendar days stated in the Bid Documents, plus extensions of time, if any, authorized by Change Orders to the Contract duly issued by the Owner or Engineer, beginning with the day following the starting date specified in the Notice to Proceed.

The Contractor shall notify the Engineer twenty-four (24) hours in advance of the time and place where Work will begin shall duly and diligently continue to do so throughout the duration of the Project unless directed otherwise by the Engineer.

108.2 SUBLETTING OF CONTRACT:

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or contracts, or of his right, title, or interest therein, without written consent of the Owner.

Subcontracts shall be in accordance with and the Contractor shall be bound by the following provisions:

(A) All subcontracts shall be subject to the approval of the Engineer.

(B) All subcontracts shall be in writing and shall provide that all Work to be performed thereunder shall be performed in accordance with the terms of the Contract.

(C) Subcontractors shall conform to the regulations governing employment of labor.

(D) The subcontracting of any portion of the Work will in no way release the Contractor of his liability under the Contract and bonds.

(E) On all contracts for pipeline construction, roadway construction or roadway maintenance, the Contractor shall perform, with his own organization, Work amounting to not less than fifty percent (50%) of the total Contract cost.

On other types of contracts the Owner shall determine the percentage or waive this requirement.

108.3 CORRESPONDENCE TO THE CONTRACTOR AND THE OWNER:

NOTICE. Any notice which shall be necessary shall be in writing and shall be given by telefax, personal delivery, by deposit with an overnight express delivery service such as Federal Express, or by deposit in the United States Mail, certified mail, return receipt requested, postage prepaid, addressed to a Party at the addresses set forth below, or such other address as a Party may hereafter designate by prior notice, in writing. The delivery of a mailed notice shall be deemed complete within three (3) days of posting. Delivered notice shall be deemed complete at the time of delivery. Telefax notice shall be deemed complete at the time of faxing except if faxed on a non-business day, it shall be deemed complete on the beginning of the next business day following the fax.

Mailed or Delivered To:

OWNER:
Mohave County
Attention: Procurement Department
P. O. Box 7000, 700 East Beale Street
Kingman, Arizona 86402-7000 (mailed)
700 East Beale Street, Kingman, Arizona 86401(delivered)
Telephone: (928) 753-0752
Telefax: (928) 753-0787

ENGINEER/COUNTY ENGINEER:
Mohave County Public Works Director/County Engineer
Mohave County Public Works Department
P. O. Box 7000, Kingman, Arizona 86402-7000 (mailed)
3715 Sunshine Drive, Kingman, Arizona 86401 (delivered)
Kingman, Arizona 86402-7000
Telephone: (928) 757-0910
Telefax: (928) 757-0921

CONTRACTOR:
At address(es) and fax number designated in the Contractor's Bid Proposal or as afterward noticed to the owner in writing.

A written notice, to the Contractor from the Owner, shall also be considered delivered and the service thereof completed, within three days after unless confirmed otherwise in writing, when said notice is posted, by certified mail, to the said Contractor at his last given address, or delivered in person to the Contractor or his authorized representative on the Project Site of the Work.

108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE:

The Contractor, when required, shall furnish the Engineer a construction schedule for his review. The Engineer's review of the Contractor's schedule is for purposes of: 1) the Owner's staffing the Project as may be required; 2) to insure general compliance with the Contract Documents as it relates to the completion of all Work; and 3) to monitor and evaluate the construction status for purposes of approving progress payments. In the event the schedule does not contain sufficient information to meet the above purpose, as determined by the Engineer, the Contractor shall resubmit a new schedule with the additional information requested by the Engineer. The right to determine the sequence of the Work is a function vested solely in the Engineer and the construction schedule, when established, shall not be changed without the written consent of the Engineer. The orderly procedure of all Work to be performed shall be the full responsibility of the Contractor.

Review of a submitted schedule by the Engineer shall in no way be construed as an affirmation or admission that the schedule is reasonable or workable which responsibilities remain the obligations of the Contractor.

108.5 LIMITATION OF OPERATIONS:

The Contractor shall conduct the Work at all times in such a manner and sequence that will assure the least interference to the public. The Engineer may require the Contractor to finish a section on which Work is in progress before Work is started on any additional sections if the opening of such section is essential to public convenience.

All traffic affected by the construction will be regulated in accordance with the current Manual on Uniform Traffic Control Devices and in accordance with the Contract Documents.

Except in emergencies endangering life or property, written permission shall be obtained from the Engineer to perform any Work after regular working hours, on weekends, or legal holidays. Prior to the start of such Work, the Contractor shall arrange with the Engineer for the continuous or periodical inspection of the Work, surveys and tests of materials, when necessary.

If, in the opinion of the Engineer, the Contractor has fallen behind the approved progress schedule, the Contractor shall take such steps as may be required by the Engineer, including but not limited to, increasing the number of personnel, shifts, and/or overtime operations, days of Work, and/or amount of construction equipment until such time as the Work is back on schedule. He shall also submit for approval no later than the time of submittal of the next request for partial payment, such supplementary schedule or schedules as may be deemed necessary to demonstrate the manner in which the approved rate of progress will be regained, all at no additional cost to the Owner.

108.6 CHARACTER OF WORKMEN; METHODS AND EQUIPMENT:

The Contractor shall at all times employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents.

All workmen shall be competent and have sufficient skill, knowledge and experience in their class of work and in the operation of equipment required to perform all Work properly, satisfactorily and in accordance with the Contract Documents.

Any person employed by the Contractor or any Subcontractor who, in the opinion of the Engineer, does not perform his Work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed from the Work by the Contractor or Subcontractor employing such person, and shall not be employed again in any portion of the Work without the approval of the Engineer. The Contractor or Subcontractor shall keep the Owner harmless from damages or claims for compensation that may occur in the enforcement of this section.

Should the Contractor or Subcontractor fail to remove such person as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, notwithstanding any other remedies set forth in the Contract Documents, the Engineer may suspend the Work by written notice until such orders are complied with.

All equipment which is proposed to be used on or for the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of Work. Equipment used on any portion of the Project shall be such that it will not damage property adjacent to the Work area.

When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed, the Contractor is free to use any methods or equipment that he demonstrates to the satisfaction of the Engineer will accomplish the Work in conformity with the requirements of the Contract Documents.

When the Contract Documents state the Work shall be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than those specified, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction Work in conformity with the specifications. If, after trial use of the substituted methods or equipment, the Engineer determines that the Work produced does not meet the specifications, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the deficient Work and replace it with Work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment or in Contract Time as result of authorizing a change in methods or equipment under these provisions.

108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME:

The number of calendar days allowed for the completion of the Work included in the Contract will be as stated in the Bid Documents and will be known as the Contract Time for Completion of the Work ("**Contract Time**").

When the Contract Time is on a calendar day basis it shall consist of the number of calendar days specified, including all weekends and legal holidays. All calendar days elapsing between the effective dates of any written notice from the Engineer to suspend Work and to resume Work following suspensions, not the fault of the Contractor, shall be excluded.

When the Contract Time is a fixed calendar date it shall be the date on which all Work on the Project shall be completed and meet final inspection.

If the Contractor finds it impossible for reasons beyond his control to complete the Work within Contract Time as specified or as extended due to no fault, action, inaction or other omission of the Contractor or the Contractor's subcontractor(s), agent(s), employee(s), laborer(s), material supplier(s), or equipment supplier(s), including by way of example storms, strikes, wars, or riots directly related to and affecting the Project or Project Site, the Contractor, the Contractor shall immediately submit a written request to the Engineer for an extension of Contract Time, Contract Time setting forth therein the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extensions of Contract Time. If the Engineer finds that the Work was delayed because of conditions beyond the control and through no fault of the Contractor, he may extend the Contract Time in such amount as the conditions justify through Change Order duly issued by the Owner or Engineer. The extended Contract Time for Completion of the Work shall then be in full force and effect the same as though it were the original Contract Time for Completion of the Work.

108.8 GUARANTEE AND WARRANTEE PROVISIONS:

The Contractor shall guarantee the Work against defective workmanship or materials for a period of one (1) year from the date of final acceptance of the Work under the Contract.

Any omission on the part of the Engineer to condemn defective Work or materials at the time of construction shall not be deemed an acceptance, and the Contractor to stop his operations will be required to correct defective Work or materials at any time before final acceptance and within one (1) year thereafter.

Should any defects develop within one (1) year from the date of final acceptance due to faults in workmanship or materials the Contractor shall, within fourteen (14) calendar days of receipt of written notice from the Owner, begin making the necessary repairs to the satisfaction of the Engineer at no cost to the Owner. Such Work shall include the repair or replacement of other Work or materials damaged or affected by making the above repairs or corrective Work, all at no cost to the Owner.

If defects develop which are determined by the Engineer to be an emergency, the Engineer shall notify the Contractor, via the most expeditious means, regarding the nature and condition of the defects. In turn, the Contractor shall immediately dispatch necessary forces to correct the damage. The Engineer, at his sole discretion and only when it is deemed by him to be in the Owner's best interest, may suspend Calendar Days through Change Order for a reasonable number of Calendar Days to allow defect or the emergency condition. If the Contractor, in his initial action, resolves the emergency condition but not the defect, a letter as discussed above will follow and normal procedures for corrections will be employed. If immediate or appropriate action, satisfactory to the Engineer, is not taken by the Contractor, or if the Contractor cannot be contacted, the Engineer will deploy necessary forces to correct and/or secure the deficiency. Costs of the Engineer's action shall be paid by the Contractor and/or his bonding agency. Should it later be determined that the defects requiring such emergency action are not the responsibility of the Contractor, the Contractor will be paid for all costs incurred as a result of these demands in accordance with Subsection 109.5. Such action by the Engineer will not relieve the Contractor of the guarantees required by this section or elsewhere in the Contract Documents.

In case of Work, materials, or equipment for which written warranties are required by the special provisions, the Contractor shall provide or secure from the appropriate Subcontractor or supplier such warranties addressed to and in favor of the Owner and deliver same to the Engineer prior to final acceptance of the Work. Delivery of such warranties shall not relieve the Contractor from any obligation assumed under any other provisions of the Contract.

The warrantees and guarantees provided in this subsection of the Contract Documents shall be in addition to and not in limitation of any other warrantees, guarantees or remedies required by law.

108.10 FORFEITURE AND DEFAULT OF CONTRACT:

It is further agreed to by the Contractor that if he:

(A) Fails to begin the Work under the Contract within a reasonable time, or

(B) Fails to perform the Work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of said Work, or

(C) Performs the Work unsuitably or neglects or refuses to remove materials or to perform anew such Work as may be rejected as unacceptable and unsuitable, or

(D) Discontinues the prosecution of the Work, or

(E) Fails to resume Work which has been discontinued within a reasonable time after notice to do so, or

(F) Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency, or

(G) Makes an "assignment for the benefit of creditors", or

(H) At any time colluded with any party or parties, or

(I) Allows any final judgment to stand against him unsatisfied for a period of fourteen (14) calendar days, or

(J) For any cause whatsoever, fails to carry on the Work in an acceptable manner, the Engineer will give notice in writing to the Contractor and his surety of such delay, neglect, or default, and advise them that the Work must be resumed immediately.

If the Contractor or surety, within a period of fourteen (14) calendar days after such notice, has not proceeded in accordance therewith, then the Owner will, upon written notification from the Engineer of the fact of such delay, neglect or default and the Contractor's failure to comply with such notice, have full power and authority without violating the Contract, to terminate the Contract and/or to take the prosecution of the Work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said Contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the Work under Contract, will be deducted from any monies due or which may become due said Contractor. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

The Owner's payment for represented Work of the Contractor shall not be under any circumstances considered a waiver or an estoppel as to the Owner requiring full, complete, and lawful specific performance of the Contractor under the terms of the Contract Documents, and the Owner's right to receive the payment of damages from the Contractor upon the Owner's recognition of and action or demand regarding the Contractor's default.

In the event of the cancellation or termination of the Contract, either in whole or in part, by reason of default or breach thereof by the Contractor, any loss or damage sustained by the Owner in procuring another contract and in completing the Work shall be borne and paid for by the Contractor.
Cancellation or termination of the Contract shall not waive, expire, or terminate any warranty of the Contractor and its agents, Subcontractors, and employees to the Owner unless such waiver(s) are expressly in writing from the Owner.

Rights and remedies of the Owner provided in the Contract Documents shall not be exclusive and are in addition to any other rights and remedies provided by Laws or under the Contract.

Specifically, but without limitation, it is agreed that the exercise of the above remedies by the Owner, is not a waiver or an estoppel of the Owner or others making claims under or against the Performance Bond and Payment Bond but may be acted upon independently upon or in conjunction with claims upon said bonds.

108.11 TERMINATION OF CONTRACT FOR CONVENIENCE:

In addition to cancellation or termination of the Contract for cause or as otherwise stated in the Contract Documents, the Owner may, by written order from the Engineer, terminate the Contract after determining that, for reasons beyond the control of either the Owner or the Contractor, the Contractor is prevented from proceeding with or completing the Work as originally contracted, or that the termination will be in the best interest of the Owner. Such reasons for termination may include, but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party citizen actions resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor, and local emergencies.

When contracts, or any portion thereof, are terminated before completion of all Work in the Contract, adjustments in the amount bid for the pay items will be made on the actual quantity of Work performed and accepted, or as mutually agreed for pay items of Work partially completed or not started. No claim for loss of anticipated profits will be considered.

Termination of the Contract or any portion thereof shall not relieve the Contractor of his responsibilities for the completed Work or the surety of its obligation for and concerning any just claims arising out of the Work performed.

SECTION 109

MEASUREMENTS AND PAYMENTS

109.1 MEASUREMENT OF QUANTITIES:

All Work completed under the Contract will be measured by the Engineer according to United States standard measures.

The methods of measurement and computation to be used in determination of quantities of materials furnished and of Work performed under the Contract will be those methods generally recognized as conforming to good engineering practice.

A station, when used as a definition or term of measurement, will be one hundred (100) linear feet.

Unless otherwise specified, longitudinal measurements will be made along the grade line.

Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer.

Unless otherwise specified, all items which are to be measured by the linear foot will be measured along or parallel to the longitudinal axis of that item in such a manner as to ascertain reasonably the true length of the item.

The term ton will mean the short ton consisting of two thousand (2,000) pounds avoirdupois. All materials which are measured or proportioned by weight shall be weighed on accurate certified approved scales.

Unless otherwise specified, structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

In computing volumes of excavations, fill, or other earthwork, the average end area method or other acceptable methods as determined by the Engineer will be used.

The nominal diameter of wire and the thickness of plates and sheets used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fractions of inches.

The wire size in welded wire fabric used for concrete reinforcement will be identified by a W number directly corresponding to the cross-sectional area of the wire in hundredths of a square inch.

The weighing system shall conform to and be maintained in accordance with the requirements of and be certified by the Department of Weights and Measures Division.

When required in the Specifications or requested by the Engineer, materials shall be weighed by, or under the inspection of the Engineer or his representative.

During weighing operations, weights will be read and recorded to the nearest one hundred (100) pounds. The gross, tare and net weights of each load will be recorded and documented with all or part of the following information as applicable to the type of scales and recording system used:

Project Identification
Contract Item Number
Material Source/Plant Identification
Date
Load Number
Truck Identification
Time of Weighing
Applicable Weights
Weighpersons Signature

Scales shall be resealed as often as required to assure accurate weights; scales shall be resealed at least once every three hundred sixty-five (365) calendar days. The Contractor shall also provide with each scale at least twenty (20) fifty-pound (50lb) certified weights to be used in checking the scale. Each weight shall be recertified one (1) year from the date of previous certification. Each weight shall be stamped with a number and the Contractor shall furnish a certificate showing the number of the weights and the date of certification.

Tests conducted by the Engineer to check the accuracy of scales shall not relieve the Contractor of the responsibility of maintaining the accuracy of the scales.

No measurement or direct payment will be made for all of the measures hereinbefore described taken to seal scales, provide and certify weights and to weigh material.

Trucks used to haul material being paid for by weight shall be weighed empty at least once daily and at such other times as the Engineer directs and each truck shall bear a plainly legible identification mark.

Materials measured by volume in the hauling vehicles shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity.

When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard may be weighed and such weight will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured either by the gallon or by the ton.

Volumes will be measured at sixty (60) degrees F. or will be corrected to the volume at sixty (60) degrees F. in accordance with the requirements of ASTM D-1250 for Asphalt or ASTM D-633 for Tars.

Emulsified asphalt will be converted from volume to weight by using a factor of two hundred forty (240) gallons per ton, regardless of temperature.

Cement will be measured by the ton.

Lumber will be measured by the one thousand (1,000) feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece actually used in the Work.

The term "lump sum", when used as a pay item, will mean complete payment for the Work described complete and in place with all appurtenances, fittings or accessories.

Items which have a basis for measurement and payment herein and which are incidental to or required in the construction of the Work but are not included as items in the bid schedule shall be considered an integral part of the Contract, and all labor, materials, etc. required for such items shall be furnished by the Contractor and the cost of same included in the unit price bid.

109.2 SCOPE OF PAYMENT:

It is the intent of the contract to provide for the construction and completion in every detail of the work described, complete in place for the total cost. The Contractor shall accept the compensation provided in the Contract Documents Bid as full payment for furnishing all labor, materials, tools, supplies, equipment, and incidentals necessary to the completed Work and for performing all Work contemplated and embraced under the Contract Documents; for loss or damage arising from the nature of the Work from the actions of the elements; from any unforeseen difficulties which may be encountered during the prosecution of the Work; for all risks of every description connected with the prosecution of the Work; for all expenses incurred in consequence of the suspension or discontinuation of the Work as provided in the

Contract Documents; and for completing the Work according to the plans and specifications, until the final acceptance by the Owner. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective Work or materials.

No compensation will be made in any case for loss of anticipated profits. No additional payment will be made for Work related to any item unless specifically called for in the proposal.

109.3 ASSIGNMENT OF PAYMENTS:

The Contractor shall not assign payments of the Contract or any portion thereof without approval of surety and written consent of the Owner.

Claims for monies due or to become due the Contractor may be assigned to a bank, trust company, or other financing institution, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment may be made to one

party as agent or trustee for two or more parties participating in such financing. Any assignment of money shall be subject to all proper setoffs and withholdings in favor of the Owner and to all deductions provided for in these specifications.

109.4 COMPENSATION FOR ALTERATION OF WORK:

It is the intent of this Contract to have the contractor include all prices, cost, work, materials, etc. to provide the County with a complete project as prescribed by the Contract Documents for the total sum of the Contractor's Bid. It is the Bidder's responsibility to fully inform himself as to all work and materials required or necessary, or possible problems that may be incurred due to the nature of the project or any other cause and include all costs for the completion of the project, in compliance with the Contract Documents, in his Contract Bid for the complete construction in every detail of the Work described.

Any alteration to the proposed Work as specified in the Contract Documents shall only be authorized by duly issued Change Order, in accordance with the Contract Documents.

109.4.1 By The Owner:

(A) For a decrease greater than twenty percent (20%) in either the total cost of the Contract or the total cost of a major item and when a reasonable cost analysis supports an increase in the pro rata share of fixed cost chargeable to this item in total, an increase adjustment in the monies due the Contractor may be made. This adjusted compensation will not exceed eighty percent (80%) of the original lump sum Contract amount or, if for a unit price item, the adjustment will not exceed eighty percent (80%) of the original extended unit bid price. This does not apply to contingent bid item in the bid proposal.

(B) For an increase greater than twenty percent (20%), any adjustment made will only apply to that cost in excess of one hundred twenty percent (120%) of the original bidding schedule. If either party presents a reasonable cost analysis that shows a change in the pro rata share of fixed costs chargeable to this item in total, an increase or decrease adjustment will be made. This increase or decrease adjustment will be made on such basis as is necessary to cover a reasonable estimate of cost, plus an allowance, not to exceed fifteen percent (15%), for overhead and profit. If the parties are unable to reach an agreement, the Engineer has the authority to order the excess Work done on an actual cost basis as specified in Subsection 109.5.

(C) For either an increase or decrease in cost, no claim shall be made by the Contractor for any loss of anticipated profits.

109.4.2 Due to Physical Conditions:

It shall be the Contractor's responsibility to ascertain whether any subsurface or latent physical conditions at the site of work exist as no extra or additional compensation shall be granted the Contractor in this respect for conditions which the Contractor could have fully informed himself of prior to bidding.

(A) If the Engineer, after his investigation of the Contractor's claim and of the Site conditions, agrees that they materially differ from those indicated in the Contract and the Contractor, as bidder, could not have discovered prior to bidding, and that the differing conditions would cause an increase in the Contractor's bid cost of accomplishing the Work, new unit bid prices or a lump sum cost (for the additional Work only) may be negotiated in accordance with Section 109.5. If the parties are unable to reach an agreement on price, the Engineer has the authority to order this additional Work accomplished on an actual cost basis as specified in Section 109.5.

(B) If the Engineer, after his investigation of the Site conditions, finds that these conditions do not materially differ from those indicated in the Contract, and that the Contractor could have informed himself of prior to bidding, he has the authority to order the Work to be accomplished at the original bid price(s).

109.4.3 Due to Extra Work: If the Contractor can present valid, factual evidence, satisfactory to the Engineer, that the Work in question is an item not provided for in or essential for the completion of the Contract as awarded then a unit bid price or lump sum cost, for this item only, may be negotiated under separate agreement. If the parties are unable to reach an agreement on price or cost, the Engineer has the authority to order the extra Work accomplished on an actual cost basis as specified in Subsection 109.5.

109.4.4 Made at the Contractor's Request: Any alterations, if approved, will be a reduction in cost or at no additional cost to the Owner.

109.4.5 Failure of the Contractor to Comply with Contract Requirements: As stated in Section 104.3, failure on the part of the Contractor to perform the Work or any portion thereof in full compliance or conformance with the requirements and conditions of the Contract Documents shall be deemed sufficient justification for the Owner to declare the Contractor in Default of the Contractor's obligations under Contract with the Owner.

For any suspension of Work due to failure of the Contractor to perform the Work in compliance or conformance with the requirements of the Contract, there will be no additional compensation or Contract Time allowed the Contractor.

In the event the Owner takes control of all or part of the Work and/or has all or part of the Work accomplished by others due to failure of the Contractor to perform the Work in compliance or conformance with the requirements of the Contract, all costs of which shall be born by the Contractor and be deducted from monies due or to become due to the Contractor under this Contract. Computation of the cost will be in accordance with Subsection 109.5.4.2.

109.4.6 Allowable Mark-Ups: Only the allowable mark-ups as defined in Subsection 109.5 shall be allowed. Additional compensation for other items shall not be considered or allowed.

109.5 ACTUAL COST WORK:

The compensation for actual cost of Work performed by the Contractor (Subcontractor) shall be determined by the Engineer in the following manner.

109.5.1 Equipment: For all equipment, the use of which has been authorized by the Engineer, except for small tools and manual equipment, the Contractor will be paid in accordance with the latest Schedule of Equipment Rates used by the Arizona Department of Transportation.

109.5.2 Material: For all material, accepted by the Engineer and used in the Work, the Contractor will be paid the actual cost of such material including transportation cost, to which total cost will be added a sum equal to fifteen percent (15%) thereof.

109.5.3 Labor: For all labor and for the foreman, when he is in direct charge of the operation, the Contractor will be paid:

(A) The actual wages paid plus the current percentage thereof as determined by the Arizona Department of Transportation which is deemed to cover the Contractor's cost incurred as a result of payment imposed by State or Federal Law and payments that are made to, or on behalf of, the Workman other than the actual wage. Actual wage is defined as the required current hourly rate paid to the labor classification concerned and does not include any fringe benefits or dislocation allowances. If the Contractor is not required to pay fringe benefits equivalent to the Current rates published in the Federal Register, an equitable deduction will be made from the current percentage established by the Arizona Department of Transportation.

(B) For the first Fifty Thousand Dollars ($50,000) of labor cost computed under paragraph (A) above, the Contractor will be paid an amount equal to fifteen percent (15%) for overhead and profit.

(C) For all labor cost computed under paragraph (A) above, in excess of Fifty Thousand Dollars ($50,000) but not exceeding $100,000, the Contractor will be paid an amount equal to twelve percent (12%) for overhead and profit.

(D) For any labor cost computed under paragraph (A) above in excess of One Hundred Thousand Dollars ($100,000) the Contractor will be paid an amount equal to ten percent (10%) for overhead and profit.

109.5.4 Work Performed by Subcontractors or Other Sources:

109.5.4.1 Work Performed by Subcontractors: If it is determined by the Engineer that portions of the Actual Cost of Work to be performed requires specialized labor or equipment not normally used by the Contractor and such Work is then authorized to be performed by a Subcontractor(s), the Subcontractor(s) will be paid by the Contractor in accordance with the actual cost Work procedures outlined herein. The Contractor will be paid by the Owner the full amount of the subcontract plus the following percentages for administration and supervision.

(A) For the first Ten Thousand Dollars ($10,000) accumulated total of all Change Order Work performed by Subcontractors (less mark-up for overhead and profit), the Contractor will be paid an amount equal to ten percent (10%) of the accumulated total for administration and supervision. If the accumulated total is Three Thousand Dollars ($3,000) or less, the Contractor will be paid Three Hundred Dollars ($300) for administration and supervision.

(B) For all Change Order Work in excess of Ten Thousand Dollars ($10,000) accumulated total performed by Subcontractors (less mark-up for overhead and profit), the Contractor will be paid an amount equal to five percent (5%) of the accumulated total for administration and supervision.

109.5.4.2 Work performed by Other Sources: If the Owner has Work performed by other sources, in accordance with Subsection 104.3 (B), the Owner will deduct, from monies due or to become due to the Contractor, the full amount of the cost of accomplishing the Work by other sources plus the following percentages for administration and supervision:

(A) For the first Ten Thousand Dollars ($10,000) accumulated total of Work performed by other sources, the Owner will deduct an amount equal to ten percent (10%) of the accumulated total for administration and supervision. If the accumulated total is Three Thousand Dollars ($3,000) or less, the Owner will deduct Three Hundred Dollars ($300) for administration and supervision.

(B) For all Work in excess of Ten Thousand Dollars ($10,000) accumulated total performed by other sources, the Owner will deduct an amount equal to five percent (5%) of the accumulated total for administration and supervision.

109.5.5 Documentation:

(A) Except in emergency situations, the Owner will not be liable for any Actual Cost Work performed by the Contractor prior to written authorization through Change Order duly issued by the Owner or Engineer or prior to full execution of a written agreement by all parties concerned.

(B) Payment for Work performed on an actual cost basis will not be made until the Contractor has furnished the Engineer, on forms agreed to by the Owner, duplicate itemized statements of such Work, including Subcontractor(s) costs, detailed as follows:

1. Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.

2. Designation, dates, daily hours, total hours, rental rates and extension for each unit of equipment, and machinery.

3. Quantities of material, prices, extension and transportation cost on a daily basis. These charges shall be substantiated by vendor invoices.

(C) The Engineer will compare his records with the statement furnished by the Contractor, resolving any differences and making the required adjustments. This statement when agreed upon and signed by both parties, shall be the basis of payment for the Work performed.

109.5.6 Bonds and Insurance: The Contractor shall be paid for the actual cost plus ten percent (10%) for Administrative cost when the Contractor can provide evidence of payment for premiums on required payment and performance bonds, premiums on railroad and/or airport extended liability insurance, and premiums for property damage and/or public liability insurance. No duplication of payment for Contractor's costs included under Subsection 109.5.3(A) will be allowed.

109.5.7 Authority of Engineer: The Engineer is in charge of Actual Cost Work and has the authority to direct which labor and equipment will be used, to suspend operations, and to refuse to pay for any labor or equipment which he feels is not doing productive Work.

109.6 PAYMENT FOR IMPROVEMENT DISTRICT PROJECTS: NOT USED

109.7 PAYMENT:

(A) Partial Payments: The Owner will make a partial payment to the Contractor on the basis of an estimate prepared by the Contractor for Work completed through the last day of the preceding calendar month. Payment will be within thirty (30) calendar days after the estimate has been approved by the Engineer and received by the Owner and only after the receipt and approval by the Owner of lien waivers in accordance with Section 109.9 of these General Conditions.

The Owner will retain ten percent (10%) of all estimates as a guarantee for complete performance of the Contract in accordance with ARS Section 34-221, unless the Contractor elects to deposit securities in accordance with ARS Section 34-221, Paragraph 5.

(B) Products, supplies, materials or equipment on hand: No partial payment will be made for products, supplies, materials or equipment on hand or stored on the Project which have not been incorporated into the Work. This does not relieve the Contractor of the responsibilities for the equipment, materials or supplies stored on Site. The Contractor shall assume all responsibility for protection of and in insuring the safety and security of the supplies, equipment and materials stored or stockpiled on Site. The Contractor shall be responsible to insure that the materials are in a new, undamaged condition, free of defects up to, until, and during incorporation into the Project. Materials or equipment must be stored or stockpiled either on Site in a warehouse, or in a secured storage area. Additionally, the Contractor shall insure the materials, supplies and equipment to cover loss or damage to same without additional liability or added costs to the Owner.

The Contractor will provide access to the storage area or warehouse upon request of the Engineer. When not located within the onsite, the storage site shall be within the general geographical area of the Project.

The acceptance of the Project and the making of the final payment shall not constitute a waiver by the Owner of any claims arising from faulty or defective supplies, equipment, material, and the Work appearing after the completion or from failure of the Contractor to comply with the requirements of the Contract Documents.

(C) Final Payment will be made to the Contractor by the Owner within thirty (30) days from the date that the Contractor fully completes all the Work required by the Contract Documents including cleanup and restoration, to the satisfaction of the Engineer and the Owner and only after receipt and approval by the Owner of lien waivers in accordance with Section 109.9 of these General Conditions.

109.8 PAYMENT FOR DELAY:

The procedures contained in this Subsection shall not be construed to void any provision of the Contract which require notice of delays, provides for negotiation of other procedures for settlement.

109.8.1 Failure to Locate or Incorrect Location of Utilities: ARS 40-360 states "that if the owner or operator fails to locate or incorrectly locates the underground facility, pursuant to this article, the owner or operator becomes liable for resulting damages, costs and expense to the injured party." The Project Owner will deny any claims for damages or delays if another owner or operator is at fault.

109.8.2 Owner Delays: ARS 34-221 states "A contract for the procurement of construction shall include a provision which provides for negotiations between the Agent and the Contractor for the recovery of damages related to expenses incurred by the Contractor for a delay for which the Agent is responsible, which is unreasonable under the circumstances and which was not within the contemplation of the parties to the contract."

In this case, if the Contractor sustains damages which could not have been avoided by the judicious handling of forces, equipment and plant or by reasonable revision in the Contractor's schedule of operation, the compensation for such damages will be negotiated under separate agreement. The Contractor shall notify the Engineer of the condition in writing by the next Work day. Failure to notify the Engineer within this time may be just cause to reject any claims for such damages.

Compensation for such damages will be negotiated as follows:

(A) The Engineer shall be satisfied that the Contractor has made every reasonable effort to prosecute the Work despite any delays encountered or revisions in the Contractor's scheduling of Work.

(B) The Compensation paid to the Contractor shall be in accordance with Section 109.

109.8.3 Extension of Contract Time: For any such delays, the Contract Time will be adjusted in accordance with Subsection 108.7.

109.9 LIENS AND LIEN WAIVERS:

It is understood and agreed that neither the Contractor nor its subcontractors, agents, employees, laborers, material suppliers, or equipment suppliers shall lien or encumber the Project. The Contractor so agrees on its own behalf as a material part of the Contract Documents. As to the subcontractors, agents, employees, laborers, material suppliers or equipment suppliers, a Payment Bond shall be supplied by the Contractor and shall be in place for this Project, pursuant to A.R.S. §§ 34-222 and 34-223. The Payment Bond together with the Contract shall be recorded with the Mohave County Recorder's Office, pursuant to A.R.S. § 33-1003.

Further, the Contractor shall with each Application for Payment, warrant in writing that it has already paid or will use the monies received from the payment to promptly pay in full all of its laborers, subcontractors, and suppliers for all work materials, services, equipment and any charges or fees associated with and required by the Contract.

With any Application for Final Payment, and prior to payment, the Contractor shall provide to the Owner its own signed and notarized Unconditional Waiver and Release in a form prescribed herein.

The Contractor shall inform all Project subcontractors, laborers, material suppliers and equipment suppliers that the Project has a Payment Bond posted pursuant to A.R.S. § 34-222, and that thus the subcontractors, laborers, material suppliers and equipment suppliers have no right to lien the Project, but rather shall make claims for non-payment, (if any) directly to the Contractor upon the Payment Bond, pursuant to A.R.S. § 34-223.

MOHAVE COUNTY PROCUREMENT DEPARTMENT
700 WEST BEALE STREET, 1st FLOOR EAST
KINGMAN, ARIZONA 86401-5711

PROCUREMENT OFFICER: Michelle Fink
PH: (928) 753-0752 Ext. 3 / FAX: (928) 753-0787

FORM A - OFFEROR INFORMATION & BACKGROUND

NAME OF PROJECT: JOC – Well Maintenance

The Undersigned Contractor certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Mohave County, a body politic and corporate of the State of Arizona
ADDRESS: Post Office Box 7000, Kingman, Arizona 86402-7000, (hereinafter sometimes "Owner")

SUBMITTED BY: KP Ventures Well Drilling & Pump Co. LLC
LOCAL ADDRESS: PO Box 2411, Cottonwood, AZ 86326
5120 W. Bethany Home Road, Glendale, AZ 85301

TELEPHONE NO. 928-639-1709 or 623-230-4060 FAX NO. 928-634-9336

PRINCIPAL OFFICE (if applicable)

ADDRESS: 4715 Old Highway 279, Camp Verde, AZ 86322

TELEPHONE NO. 928-639-1709 TELEFAX NO. 928-634-9336

The form of doing business is (check one):

Corporation	(X)	Partnership	( )
Individual	( )	Joint Venture	( )
Other (please Specify)	( )		

ORGANIZATION

1.1 How many years has your organization been in business as a Contractor?

1.1.1 How many years in the State of Arizona? 22 years

1.2 How many years has your organization been in business under its present business name? 22 years

1.2.1 Under what other or former names has your organization operated? N/A

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: 1997
1.3.2 State of incorporation: Arizona
1.3.3 President's name: Kenneth Porter, Tyler Johnson
1.3.4 Vice-president's name(s): Pynne Johnson
1.3.5 Secretary's name: N/A
1.3.6 Treasurer's name: N/A

1.4 If your organization is a partnership, answer the following: N/A

1.4.1 Date of organization:
1.4.2 State of organization:
1.4.3 Type of partnership (if applicable):
1.4.4 Name(s), address(es), telephone number(s), and telefax number(s) of general partners:

1.5 If your organization is a limited liability company, answer the following: N/A

1.5.1 Date of formation:
1.5.2 Operation by: (members/managers)

If your organization is individually owned, answer the following: N/A

1.6.1 Date of organization:
1.6.2 Name of owner:

2. LICENSING

2.1 List Arizona Registrar of Contractor License Classification and Number. R-53, 249250, A-4, 249246

2.2 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate all registration or license numbers. (Provide copies of licenses) ADWR License 562

2.3 List jurisdictions in which your organization's partnership, trade name, or factitious name is filed. (Provide a copy) Camp Verde, Cottonwood, Glendale, Clarkdale

3. EXPERIENCE

3.1 What is the Offerors average annual revenue from work completed in the last three (3) years?

Year	Revenue
1/1/19 – 10/31/19	$ 11,026,208.60
1/1/18-12/31/18	$ 10,354,586.03
1/1/17-12/31/17	$ 8,259,137.35

3.2 Identify the Offerors Experience Modification Rate (EMR) for the last three (3) years?

Year	EMR
2019	2.15
2018	2.13
2017	1.62

3.3 Is your organization currently listed on any Federal Contracting Debarment List? Yes___No__X__
If "Yes", explain:

3.4 Is your organization currently listed on the State of Arizona Debarment List? Yes___No__X___
If "Yes", explain:

3.5 Identification of the critical project team (shown below), which shall be used by Offeror for the duration of the Contract resulting from this RFP. These individuals cannot be removed or replaced, unless requested or approved to do so by the Owner.

Name of Project Manager: Tyler Johnson and Kenny Porter

Name of Site Superintendent: Tyler Johnson, Kenny Porter, Joseph Pomeroy

The Project Manager: this individual shall be the daily single-point-of-contact and the primary point of contact to resolve any issues, clarify cost, clarify schedule, and answer any questions. This individual will be the project lead for the execution of this project for the entire duration of the project.

The Site Superintendent: this individual shall be the primary person that will manage the site on a daily basis. This individual will be on the jobsite every day for the entire duration of the project.

3.5 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) No

4. REFERENCES

4.1 Bank References: Country Bank, 928-639-0020, Branch Manager – Mark Tufte

4.3 Surety:

4.3.1 Name of bonding company: The Guarantee Company of North America USA

4.3.2 Name and address of agent: Banasky Insurance Inc., 891 Baxter Drive, South Jordan, UT 84095

5. FINANCIALS

5.1 Dun and Bradstreet (D&B) Number: 058695318

5.2 Has your firm ever been audited by an Accounting Firm? Yes

5.2.1 If YES, name the Accounting Firm that performed the Audit: Hinton Burdick, Kevin Stephens

5.2.2 When was the Audit performed? 2016, 2017, 2018

5.3 Are you currently engaged in, or do you contemplate filing a bankruptcy? If yes, explain in detail. No

6. CREDIT INFORMATION

6.1 Credit References: (Provide at least three) 2M Company Inc., Justin Beaudry 602-283-2805, New West Oil, Annette Ferrett 602-759-5556, Mitchell Lewis & Staver, Matt Dawson 602-233-0441

6.1.1 The undersigned contractor understands and agrees that the Owner may check credit status and ratings, ands expressly directs the release of any credit information to the Owner.

7. SIGNATURE

7 Tyler Johnson, being duly sworn deposes and says that under penalty of perjury and understanding the Owner's reliance upon the foregoing statements and the Owner's right to rely, avows and asserts that the information provided herein is true and sufficiently complete so as not to be misleading.

7.2 Dated this 26st day of November 2019.

Name of Organization: KP Ventures Well Drilling & Pump Co. LLC

By: _____ Tyler Johnson

Title: President

7.3 Notices, Correspondence, Reports and Payments from The Department to the Contractor shall be sent to:

Contractor: KP Ventures Well Drilling & Pump Co. LLC

Address: PO Box 2411

City, State, Zip Cottonwood, AZ 86326

MOHAVE COUNTY PROCUREMENT DEPARTMENT
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KINGMAN, ARIZONA 86401-5711

PROCUREMENT OFFICER: Michelle Fink
PH: (928) 753-0752 Ext. 3 / FAX: (928) 753-0787

TAX INFORMATION

The following information must be completed and submitted with each bid.

NECESSARY TAX INFORMATION MUST BE INCLUDED FOR ALL PERSONS OR ENTITIES WHO OR WHICH SUBMIT BIDS TO MOHAVE COUNTY PUBLIC WORKS DEPARTMENT.

For County and Arizona State Offerors:

Where Offerors claim a sales tax, the Offerors justify said tax by showing either their "Arizona Use Tax Number" or their "Arizona privilege Sales Tax Number". If the vendor includes an additional city sales tax in his tax, the vendor must show the rate of percentage, the city and respective number.

Does the Offeror have an Arizona Privilege Sales Tax Certificate Registration? Yes_X__ No___
If the answer is "YES", list the number: Number 21120750_____

Does the Offeror have a city tax registration? Yes___ No__X_
If the answer is "YES", list the city and registration number: City: _____
Number: _____

If the Offeror is an "Out of State Vendor", the following information must be completed: N/A

Out-of-State Offerors Only: Awarded contractor is subject to the provisions of A.R.S. §42-5007.

Does the Out-of-State Offeror have an Arizona Use?
Tax Certificate Registration? Yes___ No___
If the answer is "YES", list the city and registration number: City: _____
Number: _____
Offeror shall state the amount of tax included in the bid offer: Amount: _____

Does the Out-of-State Offeror have an additional city tax registration
in the State of Arizona? Yes___ No___
If the answer is "YES", list the city and respective number: City: _____
Number: _____

NOTE TO VENDORS: Mohave County pays sales tax *only* to the State of Arizona and does not pay sales tax to any other state.

AUTHORIZED SIGNATORY OF OFFEROR:

11/26/19 _____ Tyler Johnson, President
Date Signed (Name of Signature and Title)

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PROCUREMENT OFFICER: Michelle Fink
PH: (928) 753-0752 Ext. 3 / FAX: (928) 753-0787

CERTIFICATION

The following information must be completed and submitted with each Bid.

Each Offeror must specify whether or not the Offeror's proposal meets all specifications set forth in the Request for Bid and whether or not the terms and conditions are set forth in the Request for Bid accepted by the Offeror.

If the answer is "NO" on specifications, bids, shall be considered if all elements of the bid comply substantially with the specifications called for; however, the Offeror shall show each deviation of the substitution and shall include all necessary manufacturer's technical data for comparison evaluation. Any deviation shall be in writing, clearly stating that it is a deviation, and shall be in letter form attached to the submitted Bid.

THE ABOVE PARAGRAPHS MUST BE COMPLIED WITH, OTHERWISE THE ENTIRE BID SHALL BE VOID.

Mohave County Public Works Department

This Offeror certifies that it meets all specifications contained in the Request for Bids, without exception.
YES X NO____

This Offeror certifies that all terms and conditions set forth in this Request for Bids are accepted.
YES X NO____

Name of Offeror: KP Ventures Well Drilling & Pump Co. LLC

Signature: [signature]
Typed or Printed Name: Tyler Johnson
Title of Position: President
Address: PO Box 2411

Cottonwood State: Arizona Zip Code: 86326

Telephone Number: 928-639-1709 Telefax Number: 928-634-9336

This form must be filled in and signed by authorized personnel only and returned with bid. If this is not complied with, the ENTIRE bid will be void.

AUTHORIZED SIGNATORY OF OFFEROR:

11/26/19 [signature] **Tyler Johnson, President**
Date Signed (Name of Signatory and Title)

STATE OF ARIZONA

On this 26 day of November, 2019, personally appeared before me, the undersigned Notary Public,

IN WITNESS WHEREOF, I set my hand and official seal.

My commission Expires: 11-15-2022 [signature]
Notary Public

Pauline Marie White
Notary Public
Yavapai County, Arizona
My Comm. Expires 11-15-2022
Commission No. 557341

MOHAVE COUNTY PROCUREMENT DEPARTMENT
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KINGMAN, ARIZONA 86401-5711

PROCUREMENT OFFICER: Michelle Fink
PH: (928) 753-0752 Ext. 3 / FAX: (928) 753-0787

FORM B – TITLE PAGE

Please submit all information requested herein

Organization / Agency / Company Name:	KP Ventures Well Drilling & Pump Co. LLC
Contact Person's Name:	Tyler Johnson
Contact Person's Title:	President
Contact Telephone (include Area Code):	928-639-1709
Contact Email Address:	TylerJ@kpvent.com
Mailing Address:	PO Box 2411, Cottonwood, AZ 86326
Street Address if different from Mailing Address:	4715 Old Highway 279, Camp Verde, AZ 86322
Organization / Agency / Company Website:	https://kpventureswelldrilling.com/

MOHAVE COUNTY PROCUREMENT DEPARTMENT
700 WEST BEALE STREET, 1st FLOOR EAST
KINGMAN, ARIZONA 86401-5711

PROCUREMENT OFFICER: Michelle Fink
PH: (928) 753-0752 Ext. 3 / FAX: (928) 753-0787

FORM C

SUBCONTRACTING INFORMATION

The following information must be completed and submitted with each Bid.

At the time of this bid submittal, my intention concerning subcontracting a portion of the Work is as indicated below. By indicating my intentions, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of the Contract and that documentation, such as copies of letters, request for quotations, quotations, etc. substantiating the actions taken and the responses to such actions are on file and available for review.

__X__ It is my intention to subcontract a portion of the Work, as specified herein.

_____ It is *not* my intention to subcontract any portion of the Work, as described herein.

I plan on using the following subcontractors or suppliers on the Project:

Company Name & Address	Description of Work	Representative	Phone Number
GeoLog LLC PO Box 2571 Cottonwood, AZ 86326	Deep Well Video Log Geophysical Logging	Chris Catalano	928-899-6491

AUTHORIZED SIGNATURE OF BIDDER:

11/26/19
Date Signed

Tyler Johnson, President
(Name of Signatory and Title)

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19PS22-EXECUTIVE SUMMARY

22.2.3

Our company was started in 1997 by Kenny Porter who is still the current owner today. Kenny has been in the drilling industry for over 30 years. He was raised in the industry and started as a hand on a cable tool rig. After working for several different companies, he decided to venture out on his own and created KP Ventures Well Drilling & Pump Co. LLC. The company started in Cottonwood, AZ with 2 employees on service truck and one cable tool rig; the Main Location is in Camp Verde today. The company has gone through multiple expansions in the last 6 years. The first expansion was into the large drilling market when we purchased our first large capacity drilling operation. We now have 4 large capacity drilling operations, 2 light commercial/residential drilling rigs, 2 cable tool rigs, 2 light commercial/residential pump rigs, and 6 large capacity pump rigs, plus many other pieces of equipment and tooling for nearly every situation. With that expansion in 2013 we opened our second location in Wenden, AZ that we still operate today. Our most recent expansion happened in May of 2019 and we opened our 3rd office in Glendale, AZ and with it a fully equipped machine shop. Our Glendale, AZ location is our main hub for pump repairs, tear downs, head shafts, stretch tubes, head repair, fabrication, and more. With the most recent expansion we added 3 more large capacity pump rigs to make sure our customers are taken care of in a timely manner.

Today KP Ventures has over 70 employees with years of experience in different industries and aspects pertaining to the drilling and pump industry. We have assembled a highly qualified and experienced teem with these expansions that have the same passion and work ethic as Kenny. We had to pay extra attention to our quality when we have expansions to ensure it is not hindered; Kenny has and does spend a lot of time on jobsites to this day for quality control. We feel it is best to train our new employees in house for the best results. Nearly all our management, supervisors, and operators had no background in the industry, and we have trained them to what we truly believe is the best way hands on and in house at KP Ventures Well Drilling & Pump Co. LLC. Nearly all our management staff is the original staff from KP Ventures Well Drilling & Pump Co. LLC and has never worked for other companies in our industry. We feel this tells something about the integrity and quality of our company. Kenny has always been and always will be involved in nearly all projects completed by our company. If his name is involved, he wants to ensure the quality is top notch because if someone refers to KP Ventures Well Drilling & Pump Co. LLC they are essentially referring to him. Kenny does not plan to retire at any age his goal is to be working and involved in his company if he lives. He has a true passion for the business and industry that has not wavered in his time in it. Our companies' mission is to become the best and largest water well drilling and pump service company in Arizona first than in all the Southwest and Possibly the US. All good things take time and we feel in good time we will accomplish our long-term goals. As of today, we are close to if not already the largest Arizona based water well drilling & pump company and we have no plans to slow down anytime soon.

19PS22-EXPERIENCE AND QUALIFICATIONS OF THE PROJECT TEAM

23.2.1.

Kenny Porter-CEO

Over 28 years' experience in Well Design, Drilling, Rehabilitation, Clean Out, and Abandonment using Air and Mud Rotary, Cable Tool, and Reverse Circulation drilling methods; submersible pump repair/replacement, booster station repair/replacement, vertical turbine repair/replacement covering all of Arizona and the Southwestern United States. Over 28 years' experience in Residential and Commercial Pump Design, Installation, Testing, Diagnostics, and Removal. Vast experience in all aspects of Well and Pump systems. Current Class A CDL holder. AZ, UT, TX, NV, CA and NM Well Drillers License. Nationally recognized Certified Well Driller with National Ground Water Association and the International Ground Source Heat Pump Association. OSHA 30 Certified, Franklin Electric Certified Contractor, National Pump Company Vertical Turbine Certified Training, Goulds Certified Training. Founder and CEO of KP Ventures Well Drilling & Pump Co. LLC since 1997. Has held AZ Residential and Commercial Contractors License since 1997. Oversees all aspects of the company and personnel.

Tyler Johnson – President

Over 12 years' experience in the Well Drilling and Pump Industry. Experience in all aspects of Air/Mud Rotary, Reverse Circulation, and Cable Tool drilling, as well as all aspects of Commercial and Residential Pump Systems, Submersible pump repair/replacement, Vertical Turbine pump repair/replacement. Experience in both Field and Office environments as Supervisor. Vast experience in well drilling and pump maintenance repair proposals, contract execution, customer service, and invoicing. Associates Degree in Business Management graduating with Honors. Current AZ Class A CDL, OSHA 30 Certification, Franklin Electric Certified Contractor, National Pump Company Vertical Turbine Certified Training. Oversees all aspects of the company and personnel.

Joseph Pomeroy – Project Manager

Over 10 years' experience as a Commercial and Residential Electrician. Previously held AZ Contractors License, previous co-owner of successful electrical business. Over 7 years' experience as a Residential and Commercial Pump Technician and Cable Tool Driller. Vast experience in project management, rig supervisor, operator, for well rehabilitation, submersible pump repair/replacement, vertical turbine pump repair/replacement, booster station repair/replacement. Current AZ Class A CDL, OSHA 30 Certification, Franklin Electric Certified Contractor, National Pump Company Vertical Turbine Certified Training. Oversees all aspects of the well rehabilitation and pump division.

Thomas "Woody" Utz – Business Development Manager

Woody started his career in the pump industry over a decade ago as part of an installation crew, wanting "to learn the business from the ground up". Prior to breaking into the pump industry, he was involved with farming and ranching, farm management and asset and resource management for various corporations. As a farm manager, Woody became familiar with pumping equipment and the work involved in the selection, installation and maintaining of pumping equipment and water wells as a necessity to help him better perform as an asset manager.

When Woody opted to make a career change, his experience with pumps and water wells in his previous work led him into a career in the pump industry. Since joining the industry, in addition to his experience with the pump installation crews, Woody has worked and exceled in project management, design-build projects and customer representation and relations.

Andrew McBee – Shop Foreman

Andrew has 17 years in the pump industry, starting out as a helper in a pump repair shop where he had the opportunity to complete an informal (non-sanctioned) machinists' apprenticeship. He has extensive experience on all types of pumps, including vertical turbine, split-case, end suction and numerous types of process pumps. In addition to his machining abilities, his experience includes tear down and inspection of pumps and associated equipment, equipment assembly, machining of new components, refurbishing and modifications of existing components, both new and rebuilds, quality control work and supervision of shop personnel.

Abraham Topete – Senior Pump Installer

Abraham has in excess of 17 years in the pump industry, the last four as a Pump Installer. Abe started his career in the industry as a pipe layer and pipe fitter and heavy equipment operator, doing piping work as part of a crew constructing well sites and booster stations. He moved to pump installation crews, gaining valuable experience until becoming a Pump Installer approximately five years ago, where he supervises his pump crew and oversees site safety. Abe has extensive experience with the installation of all types of pumping equipment, including deep-set line shaft and submersible pumps and booster pump installation. Additionally, Abe performs well rehabilitation tasks and is a Class A CDL driver.

James Eberle – Senior Pump Installer

James has been in the pump industry since 2007, having spent all of his time working with installation crews. After four years as a rig helper and operator-in-training, James began installing and removing well pumps as a Pump Installer and has been doing so for the last eight years. In addition to well pump removal and installation, crew and job site safety supervision, James has installed booster and process pumps and performed well rehabilitation tasks, including brushing and bailing and chemical rehabilitation. James brings a Class A CDL with his resume.

Jesus Balcorta – Pump Installer

Jesus has been a Pump Installer for the past 18 years, having spent a total of 28 years in the industry to date. Jesus brings with him an extensive resume and Class A CDL. In addition to the removal and installation of pumping equipment, Jesus has completed many well rehabilitation projects over the last two decades, safely guiding and supervising his crew members.

Support Personnel

In addition to the key personnel listed above, K.P. Ventures Well Drilling and Pump Company has a full staff of experienced support personnel for our pump shop and field operations. While some personnel are entry level, most of our support staff include workers with commercial driver licenses and many years of combined experience in the industry, several in a position to move up and further their career to the next level. We also have key personnel and additional support staff for our drilling operations.

23.2.2.

Our company typically uses two main project principals to share the duties. They are Kenny Porter and Tyler Johnson. If we are awarded on this project, we will assign the project management to several people on the staff based on the size and complexity of the project. They will be Kenny Porter, Tyler Johnson, Joseph Pomeroy, and Woody Utz. Each of their qualifications and experience are above in section 23.2.1.

23.2.3.

Our companies' principals are involved in nearly all projects completed by our company. Kenny Porter and Tyler Johnson are very involved in the proposal, project management, design, execution, customer service, and final completion in most projects.

23.2.4.

Our team has completed a vast number of projects of various types and sizes. We currently provide maintenance and repairs for City of Cottonwood, Big Park Water Company, Arizona Water Company, Arizona Valley Farms, Harrisburg Utility, Seven Canyons Water Company, Flagstaff Ranch Water Company, Page Springs Cellars, Town of Clarkdale, Fort Mohave Tribal Utilities, Yavapai-Apache Nation, Enchantment Resort, Wonderful, City of Buckeye, Paloma Irrigation & Drainage District, Roosevelt Water Conservation District among many other commercial, agriculture, and municipal clients. These clients require projects to be completed in a timely manner and we have been able to meet or exceed their time frames. With our experience we understand the importance of emergency repairs needed.

23.2.5.

Arizona Water Company, Lee Hetrick – Division Manager, Lhetrick@azwater.com, 928-368-699, Ongoing projects since 1997.

City of Cottonwood Municipal Water, Roger Biggs – Utilities Manager, Rbiggs@cottonwoodaz.gov, 928-639-1637, Ongoing projects since 2005

Big Park Water Company, Nicholas Gudovic – General Manager, Ngudovic@bigparkwater.com, 928-284-1133, Ongoing projects since 2003

IFC - Arizona Valley Farms, Ryan McGuire – Territory Manager, Rmcguire@intlfarming.com, 928-216-0090, Ongoing projects since 2014

Fondomonte Arizona LLC, David Kelly – Farm Manager, David.kelly@fondomontearizona.com, 928-273-6826, Ongoing projects since 2014

Roosevelt Water Conservation District, Shane Leonard – General Manager, s.leonard@rwcd.net, 480-988-9586, Ongoing projects since 2014

Paloma Irrigation & Drainage District, Robert VanHofwegen – District Manager, Robert.v@palomaidd.com, 480-543-7253, Ongoing projects since 2015

City of Buckeye, David De Paulo -Water Treatment Supervisor, ddepaulo@buckeyeaz.gov, 623-349-6151, Ongoing projects since 2019

23.2.6.

Every customer of ours is very important to us. We feel we have the best team members to complete projects for our customers. We don't have an allotted amount of time required by each team member for each project. Our team members are fully committed to each project big or small. We all work together and help in any way we can. Some projects require more time than others, but they are all equally important. We understand emergency situations and if that means nights, weekends, or holidays than we commit whatever time is required to complete a project to our customers satisfaction.

19PS22-CAPABILITIES OF COMPANY

23.3.1.

Our firm has vast experience with all aspects of wells and pump systems. We have always been and always will be a well drilling and pump company providing residential and commercial services. We feel that providing drilling and pump services we are a do it all company. We can complete nearly all projects using all KP Ventures Well Drilling & Pump Co. LLC team and equipment. We feel this is an advantage to be able to complete it all in house with little to no use of subcontractors for our customers. Our firm has over 22 years' experience in well maintenance and repair, booster station maintenance and repair, pulling pump and motors from potable wells, brushing, bailing, sonar jetting, videoing, swabbing, rehabilitating pumps and motors, installing pumps and motors, etc. Our firm currently has 4 locations with 2 of them having machine shops capable of any machine work along with pump tear downs and repairs, head repairs, and almost any and all repairs required for wells and pump systems. This JOC is exactly what our company specializes in and has specialized in since its inception.

23.3.2.

Submersible Pump and Motor Replacement – Bullhead City, AZ 2019

Submersible Pump Pull and Temporary Submersible Pump Install with Sampling – Golden Valley, AZ 2019

New Well Aquifer Development and Testing with Lineshaft Turbine – Kingman, AZ 2019

New Pump System Design and Installation of Lineshaft Turbine, 600HP, 760' setting, attached to Custom Fit Gear Drive – Kingman, AZ 2018

New Pump System Design and Installation of Lineshaft Turbine with Full Electrical Service Panel and Controls, 500HP, 440' setting – Mesa, AZ 2019

New Pump System Design and Installation of Lineshaft Turbine with VFD Panel Hook Up, 500HP, 600' setting – Vicksburg, AZ 2019

Pull Pump and Perform Brushing Bailing and Chemical Treatment to Well and Install New Lineshaft Pump System,600HP, 900' setting- Salome, AZ 2019

Pull Pump and Perform Brushing, Bailing, Chemical Treatment, Well Jetting, and Airlifting to Well and Rebuild Customers Lineshaft Bowl Reinstall Pump System, 600HP, 650' setting – Buckeye, AZ 2019

Remove Centrifugal Booster Pump and Disassemble and Provide Customer Tear Down Report and Install New Centrifugal Booster Pump, 100HP - Globe, AZ 2019

Emergency Holiday Pull Pump and Replace Submersible Pump System Began Pumping in Less than 24 Hours, 125HP, 500' setting- Buckeye, AZ 2019

This is a small example of successfully completed projects in Arizona in 2019. We can provide more project details upon request.

23.3.3.

The General Information states the first-year budget for this JOC is estimated at $425,000.00. If awarded our firm would budget this same amount for 2020. We would than discuss possible upcoming projects with Mohave County and adjust our budget accordingly. If our contract is extended for further years, we

would further discuss future projects for 2021 and beyond for our budgeting in those years. As a service to our customers we provide free preconstruction services within reason. We understand that not all of our customers have as much experience and expertise in design and installation as our team does. We are happy and willing to help any customer with their water systems issues or designs. We provide a proposal/contract we each project that we bid on. We work with each customer on the paperwork side on what system works best for both sides. We do not have one contract that works for every customer. We can provide examples upon request.

23.3.4.

Arizona Water Company, Lee Hetrick – Division Manager, Lhetrick@azwater.com, 928-368-699, Ongoing projects since 1997.

City of Cottonwood Municipal Water, Roger Biggs – Utilities Manager, Rbiggs@cottonwoodaz.gov, 928-639-1637, Ongoing projects since 2005

Big Park Water Company, Nicholas Gudovic – General Manager, Ngudovic@bigparkwater.com, 928-284-1133, Ongoing projects since 2003

IFC - Arizona Valley Farms, Ryan McGuire – Territory Manager, Rmcguire@intlfarming.com, 928-216-0090, Ongoing projects since 2014

Fondomonte Arizona LLC, David Kelly – Farm Manager, David.kelly@fondomontearizona.com, 928-273-6826, Ongoing projects since 2014

Roosevelt Water Conservation District, Shane Leonard – General Manager, s.leonard@rwcd.net, 480-988-9586, Ongoing projects since 2014

Paloma Irrigation & Drainage District, Robert VanHofwegen – District Manager, Robert.v@palomaidd.com, 480-543-7253, Ongoing projects since 2015

City of Buckeye, David De Paulo -Water Treatment Supervisor, ddepaulo@buckeyeaz.gov, 623-349-6151, Ongoing projects since 2019

We can provide more references upon request.

23.3.5.

Our company has several key employees that are dedicated to quality and cost control to provide the best price and product for our clients. We are constantly striving for more efficient ways to safely complete projects. We know our clients want quality service and products at affordable prices. We employ an in-house accountant to monitor cost control and allow for the company to run as efficient and cost effective as possible. We employ division supervisors and project managers to monitor quality control as well. They monitor the crews and projects in order to minimize mistakes and maintain quality workmanship. We hold weekly management meetings as well as weekly financial meetings to keep track of quality control and cost control measures. These meetings keep us up to date and working out issues and updating procedures for our firm. We use multiple vendors in order to get the best pricing and quality products for our customers. We understand time is money and if we provide sub-par quality products that fail that costs the customer as well as our firm time and money.

19PS22-METHOD OF APPROACH

23.4.1.

The first step is to get some background and history on the well. Discuss what issues the client is having. Take a well video survey and review. Dependent on the results of the well video, possibly take a water sample or begin coming up with a plan of action for rehabilitation. If a water sample is completed than review the results of the samples. We would consult with several chemical treatment companies to assist in deciding which chemical or method is the best plan of action for best results, whether it is brushing, bailing, sonar jetting, airlifting, swabbing or any other preferred method. Once the best method is decided we would focus on the areas of issue and complete the well rehabilitation as required. Once rehabilitation is completed, we would flush the well, complete another well video survey, review the well video survey, and if results are satisfactory, then disinfect the well and reinstall the pump equipment as per client's request. We make sure to be in direct communication during each stage of the process in order to ensure client is satisfied and the well is rehabbed the most appropriately.

23.4.2.

Our company has weekly management meetings at the beginning of every week to go over current and upcoming projects. We feel it is best to have in person meetings as a group to discuss any possible issues, proper planning, scheduling, proper management, etc. We also hold progress meetings during projects to discuss and resolve any issues that have come up if any, discuss any clients concerns if any, confirm material orders and ship dates, etc. Our estimating is seen by a minimum of 2 employees before it is sent to the client to confirm there are no mistakes and pricing is the best it can be. We call multiple vendors to get the best pricing, quality, and/or delivery date on products for our clients. We use calendars for scheduling as well that have all pertinent parties attached to ensure all required staff is on track and projects are completed to client's satisfaction in a timely manner. We use technology to our advantage and our team uses phone and computer apps to help keep everyone on the same page.

23.4.3.

Our company is very diligent when selecting a subcontractor. We want to ensure they will provide the same quality and value that our company provides. We require any new subcontractor to submit a resume and provide insurance documents before we use them. We have subcontractors that we currently use that have vast experience in their required fields. We don't always use the cheapest but a combination of qualifications and cost. Qualifications and ability to perform a project correctly are very important in this industry to avoid any further costs and any issues for the client.

23.4.4.

Typically for the larger projects (6-inch and larger pumps and motors) one-year warranty is standard. Franklin Electric offers an extended 3-year warranty on all sizes of their submersible motors IF there is a Franklin Submonitor installed in the system by an approved contractor. On the smaller projects (4-inch pumps) we offer a five-year warranty on materials. We aim to please the client and believe in the products we sell; if there is an issue with a product and the client believes it should be taken care of within reason, we do the best we can to take care of it for the client.

19PS22-PAST PERFORMANCE

23.5.1.

Please see to attached FORM D – Reference Form

Events

UCLS Conference 2020

Wednesday, February 19, 2020
12:00 PM
to Friday, February 21, 2020
5:00 PM MST
Category: Events

Save the date for the UCLS annual conference "Finding Answers" in St. George at the Dixie Convention Center.

Steve Parrish is our keynote speaker and will be providing CFedS training relative to the Public Land Surey System (PLSS) Research. Jason Foose and Jason Higgins will be presenting a mock trial. Other topics to be addressed at the conference are UDOT Right-of-Way Design, Field to Finish methods and procedures, National Geodetic Survey changes to the National Spacial Reference System, dependent

Upcoming Events

Wed Feb 19, 2020
UCLS Conference 2020
Category: Events

Wed Feb 19, 2020
Golf Tournament 2020
Category: Events

View Full Calendar

Announcements

January 2020 Newsletter

Fall 2019 Foresights

Job Openings

Utah Engineers Council

and independent resurveys, protection of bona fide rights, etc., Surveying the Ephraim Tunnel, and changes to the State Plane Coordinate System for 2022. You may also participate in a golf tournament on Wednesday to benefit the Walter M. Cunningham Education Foundation. Click here for the flyer and finalized schedule.

Register for the Conference here.

Book your discounted hotel below:

Hilton Garden Inn - enter Group Code UCLS and then choose St. George as you city, enter your dates, then choose Hilton Garden Inn

Fairfield Inn

Hyatt Place

Holiday Inn

My Place Hotel - $79 per night. Call to book your room at (435) 674-4997

Vendors apply for booths below:

Vendor Booth Application Form

Vendor Booth Map

Download as iCal file

UCLS Board Meeting Minutes

UCLS Rules of Conduct

Utah Council of Land Surveyors, PO BOX 1032, SLC, UT 84110
Phone or Fax: (801) 964-6192

Back to top

TOWN OF CLARKDALE

COMMUNITY DEVELOPMENT DEPARTMENT
P.O. BOX 308
CLARKDALE, AZ 86324

October 7, 2019

KP VENTURES WELL DRILLING
PO BOX 2411
CAMP VERDE AZ 86322

Account # 00979

Your Business License for the period July 1, 2019 - June 30, 2020 is attached.

Town of Clarkdale

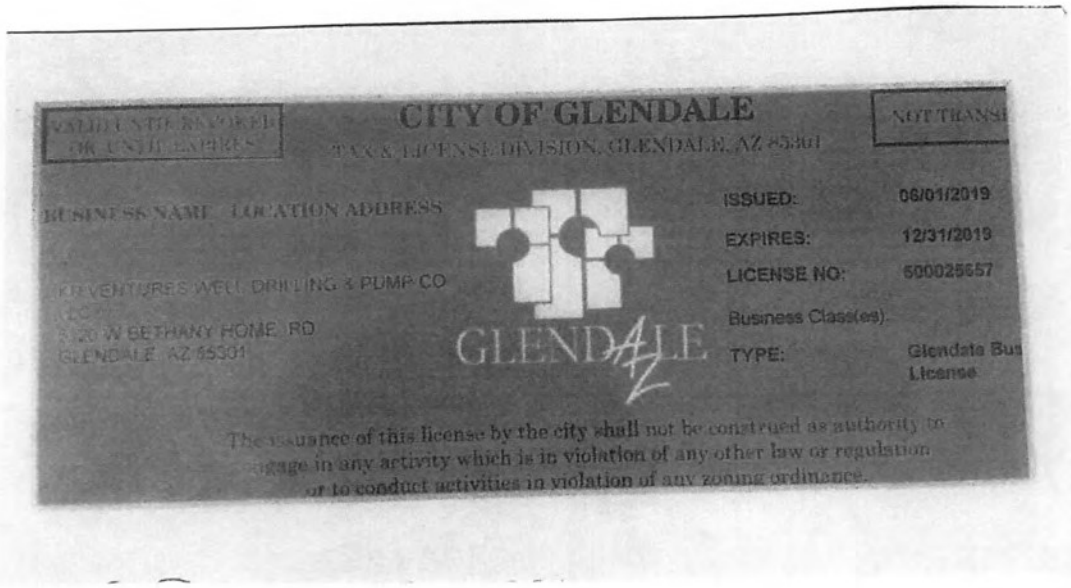
License # 00979

Yavapai County, Arizona
2019 - 2020 Business License
This is to certify
KP VENTURES WELL DRILLING

Is licensed to conduct business within the Corporate limits of the
TOWN OF CLARKDALE, ARIZONA
From January 2019 – June 2020
Clarkdale Town Code
Section 8-3-1 through 8-3-14

7/01/2019
Issue Date

Mary Ellen Dunn
Town Clerk



CITY OF GLENDALE

TAX & LICENSE DIVISION, GLENDALE, AZ 85301

NOT TRANSF

BUSINESS NAME LOCATION ADDRESS

K3 VENTURES WELL DRILLING & PUMP CO
LLC
5120 W BETHANY HOME RD
GLENDALE AZ 85301

GLENDALE AZ

ISSUED: 06/01/2019
EXPIRES: 12/31/2019
LICENSE NO: 500025657
Business Class(es)
TYPE: Glendale Bus License

The issuance of this license by the city shall not be construed as authority to engage in any activity which is in violation of any other law or regulation or to conduct activities in violation of any zoning ordinance.

City of Cottonwood
Business Registration

NUMBER 19-1472

KP Ventures Well Drilling & Pump Co.

Has registered with the City to conduct a Service business at the physical address stated below:

WITHIN THE CITY OF COTTONWOOD

This registration is issued pursuant to the City of Cottonwood City Code, Section 5.04 and is non-transferrable.

Expires: 12/31/2019

Financial Services Director

CITY OF COTTONWOOD INCORPORATED 1960 ARIZONA

License # 2659

Town of Camp Verde

Yavapai County, Arizona

2019 - 2020 Business License

This is to certify that

KP VENTURES WELL DRILLING

4715 OLD HIGHWAY 279

Is licensed to conduct business within the Corporate limits of the
TOWN OF CAMP VERDE, ARIZONA
From 2/01/2019 – 1/31/2020

Type of business: WELL DRILLING

SERVICE

Judy Morgan

Town Clerk

IMPORTANT NOTICE
YOU MUST:

1.) REPORT DISASSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
2.) REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

K P Ventures Well Drilling and Pump Company LLC

PO Box 2411
Cottonwood, AZ 86326-2411

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

LICENSE EFFECTIVE THROUGH: 9/30/2020
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
K P Ventures Well Drilling and Pump Company LLC

CONTRACTORS LICENSE NO. ROC 249246 CLASS A-4

General Commercial
Drilling

THIS CARD MUST BE
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

IMPORTANT NOTICE
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Cottonwood, AZ 86326-2411

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Registrar of Contractors CERTIFIES THAT
K P Ventures Well Drilling and Pump Company LLC

CONTRACTORS LICENSE NO. ROC 249250 CLASS R-53

Specialty Residential
Drilling

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JEFF FLEETHAM, DIRECTOR

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Specialty Residential
Drilling

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JEFF FLEETHAM, DIRECTOR

STATE OF ARIZONA
DEPARTMENT OF WATER RESOURCES

Let it be known to all that, pursuant to A.R.S. § 45-595,

KP VENTURES WELL DRILLING & PUMP COMPANY, LLC

is hereby issued Arizona Well Driller's License Number 562
The requirements for this certificate have been met by:

KENNETH M. PORTER

who may act as the company's qualifying party in the following drilling categories:

CABLE TOOL
AIR ROTARY
MUD ROTARY
REVERSE ROTARY
AUGERING & MONITORING

ADDITIONAL TRADE EXAMINATIONS PASSED INCLUDE:

MONITORING WELL CONSTRUCTION

LICENSE ISSUED ON JUNE 17, 2019 **LICENSE EXPIRES ON** JUNE 30, 2020

MICHAEL I. BALL
COMPLIANCE ENFORCEMENT OFFICER
WATER PLANNING & PERMITTING DIVISION

Potable Wells

Golden Valley Improvement District (GVID)

ADWR No.	Well ID	Date Drilled	Well Location	Total Depth (ft)	Pump Depth (ft)	Well Dia. (in)	Well Screened Interval	Motor HP	Motor Volts	Motor Type	Capacity (gpm)
55-530666	Well #1	1991	987 S. Teddy Roosevelt Rd.	1505	1060	16	900-1330	300 hp	2300	Submersible	700
55-530665	Well #2	1991	1506 S. Teddy Roosevelt Rd.	1226	1100	14	860-1210	175 hp	2300	Submersible	350
55-515669	Well #3	1986	3525 N. Laguna Rd.	1251	n/a	8	1050-1150 1170-1190 1210-1230	n/a	n/a	n/a	n/a
55-523964	Well #4	1989	6513 W. Chino Dr.	1250 ft	n/a	10	1050-1230	n/a	n/a	n/a	n/a

I-40 Industrial Corridor Water System

ADWR No.	Well ID	Date Drilled	Well Location	Total Depth (ft)	Pump Depth (ft)	Well Dia. (in)	Well Screened Interval	Motor HP	Motor Volts	Motor Type	Capacity (gpm)
55-224076	Well #4	2015	6255 S. Jaguar Rd.	1370	950	20	780-1090 1110-1360	400 hp	2300	Verticle Hollow Shaft	1000
55-574434	Well #5	1999	6255 S. Centennial Rd.	1525	950	20	680-922 942-1500	400 hp	2300	Verticle Hollow Shaft	1000
55-571357	Well #6	1999	6495 S. Jaguar Rd.	1430	930	18	700-900 940-1400	500 hp	2300	Submersible	1000
55-574436	Well #7	2000	6744 S. Jaguar Rd.	1520	930	20	633-913 953-1480	400 hp	2300	Submersible	1000
55-580149	Well #8	2000	6005 S. Centennial Rd.	1630	972	20	620-900 920-1580	400 hp	2300	Submersible	1000
55-579003	Well #9	2000	6505 S. Centennial Rd.	1400	930	20	Unknown	400 hp	2300	Submersible	750
55-578281	Well #10	2000	6745 S. Centennial Rd.	1425	927	20	672-914 954-1397	400 hp	2300	Verticle Hollow Shaft	1000

Hualapai Mountain Park

ADWR No.	Well ID	Date Drilled	Well Location	Total Depth (ft)	Pump Depth (ft)	Well Dia. (in)	Well Screened Interval	Motor HP	Motor Volts	Motor Type	Capacity (gpm)
55-520394	Well #1	1988	RV Camp Site	500	unk	5	80-100 220-240 460-500	1 hp	230	Submersible	4
55-526884	Well #2	1990	Near Center of Campground	280	unk	8	240-280	1 hp	230	Submersible	7
55-596426	Well #3	2003	Deer Canyon Day Use / Picnic Area	305	unk	5	65-85 205-225 245-265 285-305	2 hp	230	Submersible	2.5
55-911018	Well #4	2009	ATV Area at Northwest corner of Campground	705	unk	7	605-625 645-665 685-705	1.5 hp	230	Submersible	5

Davis Camp

ADWR No.	Well ID	Date Drilled	Well Location	Total Depth (ft)	Pump Depth (ft)	Well Dia. (in)	Well Screened Interval	Motor HP	Motor Volts	Motor Type	Capacity (gpm)
55-505168	Well #1	1983	South end of Park	150	unk	10	130-150	20 hp	440	Submersible	125 gpm
55-544186	Well #2	1995	SE of Rt 68 and McCormick Blvd.	400	unk	20	200-240 340-400	20 hp	440	Submersible	95 gpm

Booster Stations

Horizon Six's booster station is located adjacent to the City water storage tanks. At the booster station, two 300 gpm booster pumps transfer water from the storage tanks into two 5,000 gallon capacity pressure tanks. The booster pumps are American Marsh REC 2"x2.5"-10 cast iron, bronze fitted, and a 304-SS impeller. Pump is close coupled, with 9.375" impeller diameter for 290-gpm @ 350'-tdh. Standard 810 mechanical seal.

GVID's booster station is located in the tank compound at Zuni Drive is used to provide water to service connections at the northernmost (upgradient) end of the service area. Two booster pumps (15 hp, 150 gpm lead pump and 40 hp, 500 gpm lag pump) are situated inside a secured building at the facility. There is also a 1,500 gpm emergency pump powered by a 6 cylinder propane engine should the power supply to the booster pumps be interrupted.

Contract No. 19PS22 Job Order Contract (JOC) for Well Maintenance

KP Ventures Well Drilling & Pump Co. LLC

Service Area (Kingman, Golden Valley, Bullhead City, and Lake Havasu City) YES

Hourly Labor Rates		
		Hourly
1	1.01 Field Labor/Diagnosis per man	$110.00
	1.02 Plumbing/Piping Repair per man	$110.00
	1.03 Electrician per man	$120.00
	1.05 Machine Shop	$115.00
	1.06 Shop General Labor per man	$90.00
	1.07 Project Management/Oversite	$120.00
	1.08 Consulting	$120.00
	1.09 Per Diem	$220.00
	1.10 Welder	$120.00
	1.11 Laborer	$75.00

Equipment Rates					
		Make	Model	Type of Equipment	Hourly
2	2.01	Pulstar	P100000	Pump Rig/Walking Beam	$230.00
	2.02	Pulstar	P100000	Pump Rig/Walking Beam	$230.00
	2.03	Pulstar	P100000	Pump Rig/Walking Beam	$230.00
	2.04	Semco	25000	Pump Rig/Walking Beam	$230.00
	2.05	Bucyrus Erie	60L	Cable Tool Rig	$230.00
	2.06	Bucyrus Erie	22W	Cable Tool Rig	$230.00
	2.07	Smeal	5T	Pump Rig	$130.00
	2.08	Semco	3T	Pump Rig	$130.00
	2.09	Atlas Copco	T3W	Rotary Drill Rig	$425.00
	2.10	Schramm	T660	Rotary Drill Rig	$425.00
	2.11	National	500D (16 Ton)	Crane/Boom Truck	$200.00
	2.12	National	26 Ton	Crane/Boom Truck	$200.00
	2.13	Sterling	18 Ton	Crane/Boom Truck	$200.00
	2.14	General	50T	Pump Rig/Walking Beam	$230.00
	2.15	General	25T	Pump Rig/Walking Beam	$230.00

Equipment Rates					
		Make	Model	Type of Equipment	Hourly
2	2.16	John Deere	410E	Backhoe	$125.00
	2.19			NOTE: OUR EQUIPMENT RATES INCLUDE THE REQUIRED OPERATOR AND CREW	
	2.20			THERE WILL BE NO ADDITIONAL LABOR CHARGES FOR THE CREW ON TOP OF THE EQUIPMENT RATE.	

Mobilization			
			Rate
3	5.01	Golden Valley and/or Kingman Each Way with Equipment	$1500.00
	5.02	Lake Havasu City Each Way with Equipment	$1500.00
	5.03	Bullhead City Each Way with Equipment	$1500.00

OFFER FORM

TO MOHAVE COUNTY:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of services, conditions, specifications, and amendments in the Request for Qualifications.

CONFLICT OF INTEREST: For purposes of determining any possible conflict of interest, all Bidders **must disclose** if any current Mohave County employee is also an owner, corporate officer, or employee of your business. Indicate either "Yes" (County employee is associated with your business), or "No." If yes, provide the name(s) of the County employee(s) and the position(s) County employee(s) hold within your business.

No: X **Yes:** ___ **Name & Position:** _____
Include additional pages if necessary

KP Ventures Well Drilling & Pump Co. LLC
Company Name

PO Box 2411
Address

Cottonwood | AZ | 86326
City | State | Zip

Signature of Person Authorized to Sign

Tyler Johnson
Printed Name

President
Title

For clarification regarding this offer, contact:

Tyler Johnson
Name

928-639-1709 or 928-301-1128
Phone Number

928-634-9336
Fax Number (if applicable)

TylerJ@kpvent.com
Email address

ACCEPTANCE OF OFFER:
The offer is hereby accepted.

The Contractor is now bound to provide the materials or services listed in RFQ No. 19PS22, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by County/public entity.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives this signed sheet, or written notice to proceed.

Awarded this 19 **day of** February **, 20** 20

JEAN BISHOP, CHAIRMAN
MOHAVE COUNTY BOARD OF SUPERVISORS

County of Mohave
PROCUREMENT DEPARTMENT

CONTRACT NO. 19PS22-02

JOB ORDER CONTRACT (JOC)
WELL MAINTENANCE

KP VENTURES WELL DRILLING & PUMP COMPANY LLC
COTTONWOOD, AZ

AMENDMENT NO. ONE (1)

DATE ISSUED: JANUARY 15, 2021

The referenced Contract has been modified as per the attached **Amendment No. ONE (1).** This Amendment is hereby made part of the referenced Contract as though fully set forth therein.

Mohave County Procurement Department
700 West Beale Street, First Floor East
Kingman, Arizona 86401-5711
(928) 753-0752 Fax: (928) 753-0787

THIS CONTRACT IS HEREBY AMENDED AS FOLLOWS:

CONTRACT NO. 19PS22-02

JOB ORDER CONTRACT (JOC)
WELL MAINTENANCE

KP VENTURES WELL DRILLING & PUMP COMPANY LLC
COTTONWOOD, AZ

- In accordance with ***Special Terms and Conditions, Provision 8. Contract Term and Renewal:*** the Contract is hereby extended for a one year period from **February 18, 2021 through February 17, 2022.**
- All other terms and conditions remain the same in their entirety.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

1/18/21
Signature of Person Authorized to Sign — Date

Tyler Johnson
Printed Name

President
Title

02/01/2021
Buster D. Johnson, Chairman — Date
Mohave County Board of Supervisors

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.K. **Hopeville Water Campus Improvements - Change Order No. 1**
DATE PREPARED: 09/16/21	**DISTRICT NO.:** 4
STAFF LIAISON: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (623)-349-6225	
DEPARTMENT: Construction and Contracting	**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 Change Order No. 1 to Delivery Order No.2 of the Water Production Infrastructure Job Order Contract (No. 2019011.04) between the City of Buckeye, an Arizona municipal corporation, and MGC Contractors, Inc., an Arizona corporation, for labor, materials, equipment and services required to complete the rehabilitation of the North and South Tanks at the Hopeville Water Campus; and authorizing the Mayor to execute and deliver said Change Order on behalf of the City.

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:

An evaluation was completed for the North and South Water Storage Tanks at the Hopeville Water Campus. The results of the inspection showed excessive blistering with corrosion on the floor and the entire coating system has reached the end of its serviceable life. It is recommended to reline the interior tank. The exterior of the tank has a reduced coating thickness and a full coat of surface tolerant epoxy with a top coating of polyurethane is recommended. MGC Contractors, Inc. already has a Job Order Contract in place that the City Council approved on May 4, 2021 and this is a change order for the rehabilitation of the storage tanks.

BENEFITS:
Rehabilitation of the water storage tanks will bring it into conformance with American Water and Wastewater Association (AWWA) D100 and D102 Standards and Specifications and is necessary for the infrastructure, fire suppression, at the Buckeye Municipal Airport.

FUTURE ACTION:
Normal maintenance.

FINANCIAL IMPACT STATEMENT:

Funding will be from GL #40001113-543042 (CIP2019019).

CURRENT FISCAL YEAR TOTAL COST:
$432,901.00

BUDGETED:
Yes

FISCAL YEAR:
21/22

FUND/DEPARTMENT:
GL #40001113-543042

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

ATTACHMENTS:
MGC Contractors, Inc. DO2 CO1.pdf
Map.pdf
Pictures of Tanks.pdf

CITY OF BUCKEYE
WATER PRODUCTION INFRASTRUCTURE
JOB ORDER CONTRACT # 2019011.04
DELIVERY ORDER NO. 2
MGC CONTRACTORS, INC.

CHANGE ORDER No. 1

Pursuant to Delivery Order No. 2 of the Job Order Contract between the City of Buckeye ("City") and MGC Contractors, Inc. ("Contractor"), dated May 4, 2021, the following changes apply:

Additional tasks not reflected in the Delivery Order's original Scope of Work:

1. Furnish labor, materials and equipment to rehabilitate the North and South tanks at the Hopeville Water Campus, more particularly set forth in the Contractor's Proposal attached hereto as Exhibit A.

Total cost for this Change Order shall not exceed **$432,901.00,** pursuant to Exhibit A**,** and shall be added to the Contract amount.

The cost of this Change Order is **$432,901.00** and will be added to the contract amount. The beginning contract amount is **$2,291,262.00**. This Change Order increases the contract amount from **$2,291,262.00** to **$2,724,163.00**.

The terms and conditions of the Change Order, including the cost and time contained herein, constitute a full accord and complete satisfaction for all costs and time of performance related to the work described or referenced. Except as amended herein, all provisions of the contract and task order remain in full force and effect. This document shall become an amendment to the task order and all provisions of the contract and task order will apply hereto.

[Signature page to follow]

THEREFORE, the City of Buckeye by its Mayor and City Clerk have hereunto subscribed their names this _____.

CITY:
THE CITY OF BUCKEYE, ARIZONA
An Arizona Municipal corporation

By: _____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda Aja, City Clerk

RECOMMENDED:

CA Williams
_____
Christopher A. Williams, Manager
Construction & Contracting

APPROVED AS TO FORM:

_____
City Attorney

CONTRACTOR:
MGC CONTRACTORS, INC.

Greg Beetem
_____
Greg Beetem, Vice President

EXHIBIT A

BUCKEYE, AZ

Employee Owned
MGC
QUALITY · PERFORMANCE · VALUE



City of Buckeye Water Production JOC
Hopeville Water Campus

Adjustment #1 North & South Tank Rehabilitation Options

August 3, 2021

City of Buckeye
530 E. Monroe Ave.
Buckeye, AZ 85326

Attn: **Kevin Hitchcock**

Re: Cost Proposal
Hopeville Water Campus - Adjustment #1 North & South Tank Rehabilitation Options

Dear Kevin:

In accordance with the information provided, we are pleased to offer the North and South Tank Rehab cost proposal. This includes all tank rehabilitation options for both North and South tanks at a cost of ($432,901.00) Four Hundred Thirty-Two Thousand Nine Hundred One Dollars and No Cents. The work proposed is based on the evaluation provided by Industrial Inspection and Consulting, Company (IICC) recommendations. (Their inspection report is attached)

For a more accurate cost, select which repairs the City would like performed (on either tank). MGC will requote if not all options listed are chosen.

A further breakdown of the proposal and quotations are attached. All applicable sales tax and performance and payment bonds have been included. Please note the following clarifications:

Included scope:

- This proposal includes all recommended repairs per the inspection performed by Industrial Inspection on dates (June 21st and July 6th, 2021) The IICC report has been included in this proposal. The City can choose which tank to start on as well as which repairs to perform based on the Proposal Scope Sheet
- Once the City has chosen the optional rehabilitation items, a revised proposal will be provided by MGC
- Both sets of reservoir modifications have been quoted by Smyth Industries (attached)
- Third-party testing of coatings and BAC-T
- See scope and proposal for pricing details

Clarifications and exclusions:

- Operation of existing valves will be by city staff
- One tank will be rehabilitated at a time for continuous operation
- Cathodic protection has been excluded
- We have excluded all permits
- All existing instrumentation will be reused. (Unless otherwise noted)

Thank you for the opportunity to be of service, if you have any questions please do not hesitate to call.

Sincerely,



Bryan Forster
Projects Director

PROPOSAL SCOPE

Hopeville Water Campus - Adjustment #1 North & South Tank Rehab Options

City of Buckeye, MGC JOC Project 19385

SITE(S): Hopeville WC

SYSTEM TYPE: PW RESERVOIR(S)

#	SCOPE DESCRIPTION	NOTES/COMMENTS	EXTENDED BID ITEM COST $
	North Tank Rehab - Task & Cost Options		
1	Coatings - Inspection blast	See quote	$ 11,980.39
2	Coatings - Blast / Pre-Prime Rehab Appurtenances	See quote	$ 9,866.21
3	Cut-in new Vent	Includes 36" removable Vent	$ 10,570.94
4	Rafter Shoring	Replace 17 rafters. Conforms to D100	$ 9,161.48
5	Dollar Plate Replacement	Conforms to D100	$ 8,879.59
6	Rafter and Rafter Clip Replacement	Conforms to D100	$ 29,598.62
7	Misc. Patches and Puddle Welding	Conforms to D100	$ 13,671.74
8	Install Gauge Board	New float and internal components	$ 2,537.02
9	Remove Interior Ladder	Conforms to D100	$ 803.39
10	Remove and Replace Exterior Ladder	Includes ladder, cage and locking door. Per OSHA	$ 12,967.02
11	Install Handrail	Per OSHA	$ 3,523.65
12	Coatings - Interior Blast/Coatings	Conforms to D102	$ 71,177.64
13	Coatings - Exterior Blast/Coatings	Conforms to D102	$ 31,712.81
		SUBTOTAL NORTH TANK:	**$ 216,450.50**
	South Tank Rehab - Task Cost Options		
1	Coatings - Inspection blast	See quote	$ 11,980.39
2	Coatings - Blast / Pre-Prime Rehab Appurtenances	See quote	$ 9,866.21

PROPOSAL SCOPE

Hopeville Water Campus - Adjustment #1 North & South Tank Rehab Options

City of Buckeye, MGC JOC Project 19385

SITE(S): Hopeville WC

SYSTEM TYPE: PW RESERVOIR(S)

#	SCOPE DESCRIPTION	NOTES/COMMENTS	EXTENDED BID ITEM COST $
3	Cut-in new Vent	Includes 36" removable Vent	$ 10,570.94
4	Rafter Shoring	Replace 17 rafters. Conforms to D100	$ 9,161.48
5	Dollar Plate Replacement	Conforms to D100	$ 8,879.59
6	Rafter and Rafter Clip Replacement	Conforms to D100	$ 29,598.62
7	Misc. Patches and Puddle Welding	Conforms to D100	$ 13,671.74
8	Install Gauge Board	New float and internal components	$ 2,537.02
9	Remove Interior Ladder	Conforms to D100	$ 803.39
10	Remove and Replace Exterior Ladder	Includes ladder, cage and locking door. Per OSHA	$ 12,967.02
11	Install Handrail	Per OSHA	$ 3,523.65
12	Coatings - Interior Blast/Coatings	Conforms to D102	$ 71,177.64
13	Coatings - Exterior Blast/Coatings	Conforms to D102	$ 31,712.81
		SUBTOTAL SOUTH TANK:	$ 216,450.50
		TOTAL PRICE FOR NORTH AND SOUTH TANK REHABS:	$ 432,901.00

ADJUSTMENT #1 NORTH & SOUTH TANK REHAB OPTIONS
TOTAL PROJECT BREAKDOWN

Project Number:	**19385-02**
Contractor:	**MGC Contractors Inc.**
Date:	**03-Aug-21**

Division	Description	% of Total	Cost	Comments
	Construction Indirect Costs Summary			
00000	**Division 0 - Bidding and Contract Requirements**			
	Sales Tax	5.70%	$24,683	
	Sales Tax Deduct	0.00%	$0	
	Fee	9.00%	$38,970	
	Insurance (GL, IF, PL)	2.00%	$8,660	
	Bond	1.00%	$4,330	
00000	***Sub-Total***	***17.7%***	**$76,643**	
01000	**Division 1 - General Requirements**			
	Project Staff	3.15%	$13,617	
	Project Site Temporary Facilities	1.27%	$5,500	
01000	***Sub-Total***	***4.4%***	**$19,117**	
	Sub-Total Indirect Costs	**22.1%**	**$95,761**	
	SUBCONTRACTORS & SUPPLIERS			
Task	**NORTH TANK REHAB SCOPE PRICING**	0.00%	$0	
	Project Administration, Submittals and Design Coordination	3.46%	$15,000	
1	Coatings - Inspection blast	1.96%	$8,500	
2	Coatings - Blast / Pre-Prime Rehab Appurtenances	1.62%	$7,000	
3	Cut-in new Vent	1.73%	$7,500	
4	Rafter Shoring	1.50%	$6,500	
5	Dollar Plate Replacement	1.46%	$6,300	
6	Rafter and Rafter Clip Replacement	4.85%	$21,000	
7	Misc. Patches and Puddle Welding	2.24%	$9,700	
8	Install Gauge Board	0.42%	$1,800	
9	Remove Interior Ladder	0.13%	$570	
10	Remove and Replace Exterior Ladder	2.13%	$9,200	
11	Install Handrail	0.58%	$2,500	
12	Coatings - Interior Blast/Coatings	11.67%	$50,500	
13	Coatings - Exterior Blast/Coatings	5.20%	$22,500	
	SOUTH TANK REHAB SCOPE PRICING	0.00%	$0	
	Project Administration, Submittals and Design Coordination	3.46%	$15,000	
1	Coatings - Inspection blast	1.96%	$8,500	
2	Coatings - Blast / Pre-Prime Rehab Appurtenances	1.62%	$7,000	
3	Cut-in new Vent	1.73%	$7,500	
4	Rafter Shoring	1.50%	$6,500	
5	Dollar Plate Replacement	1.46%	$6,300	
6	Rafter and Rafter Clip Replacement	4.85%	$21,000	
7	Misc. Patches and Puddle Welding	2.24%	$9,700	
8	Install Gauge Board	0.42%	$1,800	
9	Remove Interior Ladder	0.13%	$570	
10	Remove and Replace Exterior Ladder	2.13%	$9,200	
11	Install Handrail	0.58%	$2,500	
12	Coatings - Interior Blast/Coatings	11.67%	$50,500	
13	Coatings - Exterior Blast/Coatings	5.20%	$22,500	
	Sub-Total	***77.9%***	**$337,140**	
	Sub-Total Direct Costs	**77.9%**	**$337,140**	
	Overall Total		**$432,901**	

ADJUSTMENT #1 NORTH & SOUTH TANK REHAB OPTIONS

Division 01 **BY: KC; KA**

#	DESCRIPTION	QUANT	UNIT	UNIT COST	AMOUNT	Comments
1.	**Mobilization/Demobilization:**				-	
	- Company Equipment	0	Ea	$ 600	$ -	
		0	Ea	$ 600	$ -	
	- Rental Equipment	0	Ea	$ 650	$ -	
	- Equipment Delivery	0	Ea	$ 400	$ -	
	- Other	0	Ea	$ 300	$ -	
2.	**Permits**				$ -	
	- Local	0	Ea		$ -	
	- County	0	Ea	$ 1,060	$ -	
	- Railroad	0	Ea		$ -	
	- Other	0	Ea		$ -	
3.	**Trailers:**				$ -	
	- MGC - storage	0	Mo	$ 250	$ -	
	- MGC - office	0	Mo	$ 550	$ -	
	- Engineer's office	0			$ -	
4.	**Temporary/Cellular Phone**	0	Mo	$ 300	$ -	
5.	**Temporary Power:**				$ -	
	- Set-up	0	Ea	$ 350	$ -	
	- Construction - monthly	1	Mo	$ 450	$ 450	
	- Trailer - construction mo.	1	Mo	$ 350	$ 350	
	- Trailer - Engineer mo.	0			$ -	
6.	**J-Jon/Sanitation Facilities**	2	Mo	$ 350	$ 700	Additional J-Jon for Sub
7.	**Water - drinking/ice**	0	LS	$ 3,500	$ -	
8.	**Water - construction**	0	LS	$ 4,224	$ -	Backflow w/ Certs
9.	**Temporary Fencing:**				$ -	
	- Set-up	0	LS	$ 50	$ -	
	- Monthly Charges	0	Mo	$ 100	$ -	
10.	**Surveying/Construction Staking**	0	LS	$ 9,970	$ -	
11.	**Subcontractor Bonds**	0			$ -	
12.	**Construction Testing**	1	LS	$ 2,400	$ 2,400	Third-Party Coating Inspection
13.	**Design/P.E. Stamp**	0			$ -	
14.	**Dumpster - monthly**	1	Ea	$ 500	$ 500	
	Dump Fees	1	LS	$ 750	$ 750	
15.	**Clean-up**	0	LS	$ -	$ -	
16.	**AGC Fees**	0	LS		$ -	
17.	**Confirmation Drainage Testing**	0	LS	$ -	$ -	
18.	**Liquidated Damages**	0			$ -	
19.	**Traffic Control:**	0	Dy	$ -	$ -	
	Traffic plates	0	Mo	$ 225	$ -	
	Traffic officer	0	Hr	$ -	$ -	
20.	**Subsistence**	0			$ -	
21.	**Project Signage**	0	Ea	$ 750	$ -	
22.	**Reprographics**	1	LS	$ 350	$ 350	Full Size Drawings for Jobsite
23.	**O&M Costs**	0	LS	$ 2,200	$ -	Time & Binder Materials
	OCR Recognition	0		$ -	$ -	
24.	**Security Costs**	0	Mo	$ 950	$ -	Capture Cam
25.	**Insurance - Builders Risk**	0	Mo	$ -	$ -	
26.	**Dust Control - Materials**	0	LS	$ 1,100	$ -	
27.	**Other**	0	Mo	$ -	$ -	Sweeper Once/Month
28.	**SWPPP Permit**	0	LS	$ 2,300	$ -	
	SWPPP Materials	0	LS	$ 1,350	$ -	
27.	**Per Diem**	0	Dy	$ -	$ -	
28.	**Hotel / Subsistence**	0	Rm	$ -	$ -	
29.	**Street Sweeper**	0	EA	$ 125	$ -	
					$ -	
30.	**Communications**	0	MO	$ 150	$ -	
					-	
	TOTAL				**$ 5,500**	

PROJECT STAFF

MANAGEMENT STAFF

Position	Unit	Quantity	Labor Cost	
			Unit	Total
Project Executive	HR	8.0	$110.60	$885
Sr. Project Manager	HR	0.0	$100.80	$0
Project Manager	HR	24.0	$94.05	$2,257
Project Engineer	HR	40.0	$65.16	$2,606
General Superintendent	HR	4.0	$90.00	$360
CAD Engineer	HR	0.0	$60.00	$0
Administration	HR	16.0	$50.00	$800
Estimator	HR	8.0	$65.16	$521
QA/QC Manager	HR	4.0	$90.00	$360
Superintendent	HR	40.0	$86.82	$3,473
			Total Labor Cost:	**$11,262**

Equipment

Item	Unit	Quantity	Equipment Cost	
			Unit	Total
Pickup Truck	HR	72.0	$15	$1,080
Supervisor Truck	HR	48.0	$25	$1,200
	HR	0.0		$0
	HR	0.0		$0
	HR	0.0		$0
	HR	0.0		$0
			Total Equipment Cost:	**$2,280**

Material

Item	Unit	Quantity	Material Cost	
			Unit	Total
Field Office Supplies	LS	1.00	$75.00	$75
				$0
				$0
				$0
			Total Material Cost:	**$75**

July 1, 2021

Kevin Christensen
MGC Contractors
4110 E Elwood St.
Phoenix, AZ 85040

Re: **Scope Summary**
Hopeville Well and Booster Station 100K Water Storage Tank (North)
Tank Rehabilitation

Smyth Industries Inc. (Smyth) is pleased to provide our scope of work to MGC for the above referenced project. Our scope proposal is based on the June 21, 2021 Coating System Evaluation performed by Industrial Inspection ad Consulting, LLC. An outline of the scope of work Smyth intends to provide has been included with this scope summary. This scope of work was developed based upon our experience with similar rehabilitation projects.

1. **SCOPE DETAILS**
   - All work to existing steel tank to conform with AWWA D100 Standards and Specifications
   - All coating repairs to existing steel tank to conform with AWWA D102 Standards and Specifications.
   - Smyth recommends that the City of Buckeye retain a registered Structural Engineer to evaluate and make recommendations after the inspection blast is performed. Smyth Industries will not make a determination about the structural integrity of the tank. Our scope of work described in the sub sections below is for budgetary purposes only.

1.1. INSPECTION BLAST
   - Mobilization and setup of abrasive blasting equipment.
   - Abrasive blast floor samples.
   - Abrasive blast shell samples.
   - Abrasive blast shell and roof connection.
   - Abrasive blast structural connections.
   - Abrasive blast “Dollar Plate”.

1.2. STRUCTURAL MODIFICATIONS / REPAIRS
   - Provide all shoring as necessary to replace structural components.
   - Replace (17) rafters with like kind.
   - Replace Center Column Dollar Plate.
   - Replace Rafter Shell Clips.

- Perform puddle repairs as necessary to shell and floor plate.
- Apply patches to shell and floor plate as necessary.
- Remove interior ladder (existing roof hatch to remain).

1.3. EXTERIOR TANK MODIFICATIONS

- Replace existing vent w/ 36" removable roof vent.
- Install handrails per OSHA guidelines.
- Install new exterior ladder with cage and locking door.
- Install new gauge board (includes new float and internal components).

1.4. INTERIOR TANK COATING SYSTEM

- All new tank structural components and appurtenances will be shop blasted to SSPC-SP10 (Near White).
- All new tank structural components and appurtenances will be shop-primed with Tnemec 91 H_2O Hydro-Zinc epoxy.
- Abrasive blast tank interior complete to SSPC-SP10 (Near white).
- Apply Tnemec N140 per manufacturers specifications to roof and structure.
- Apply Tnemec Series 22 per manufacturers specifications to shell and floor plate.

1.5. EXTERIOR TANK COATING SYSTEM

- All new tank structural components and appurtenances will be shop blasted to SSPC-SP10 (Near White).
- All new tank structural components and appurtenances will be shop-primed with Tnemec 91 H_2O Hydro-Zinc epoxy.
- Surface prep exterior per SSCP-SP2, SSPC-SP3 specifications and low-pressure water cleaning.
- Apply Tnemec 135 per manufacturers recommendations to tank exterior surfaces.
- Apply Tnemec Series 1075 per manufacturers recommendations to tank exterior surfaces.

2. DRAWINGS AND SUBMITTALS

- Smyth will provide shop drawings, for the Storage Tank Modifications.
- Smyth will provide coating system specifications and product data sheets.

3. EXEPTIONS & CLARIFICATIONS

- All work not expressly listed in the above sections is excluded from this scope of work/ fee summary.
- All taxes, permits, and associated fees are excluded from this scope of work/ fee summary.

- Evaluation of tank structural integrity is excluded for this scope of work.

4. PROPOSED FEES

Smyth proposes to provide the items outlined above in Sections 1-4 for the lump sum fees per Table 3 below.

Table 1: Scope and Fee Summary

Task	Project Tasks	Totals
1	Project Administration, Submittals and Design Coordination	$15,000
2	Coatings- Inspection Blast	$8,500
3	Coatings- Blast/ Pre-Prime Rehab Appurtenances	$7,000
4	Cut-in New Vent	$7,500
5	Rafter Shoring	$6,500
6	Dollar Plate Replacement	$6,300
7	Rafter and Rafter Clip Replacement	$21,000
8	Misc. Patches and Puddle welding	$9,700
9	Install Gauge Board	$1,800
10	Remove interior Ladder	$570
11	Remove and Replace Exterior Ladder	$9,200
12	Install Handrail	$2,500
13	Coatings- Interior Blast/Coatings	$50,500
14	Coatings- Exterior Blast/Coatings	$22,500
Total Bid		**$168,570**

5. FEE SCHEDULE

The payment terms are outlined in the following table. Payment shall be made (with no retention) within 30 days of each Milestone listed below.

Table 2: Payment Schedule

Payment Milestone
10% Upon Shop Drawing and Product Submittals
30% Upon Shop Fabrication
30% Upon Field Modifications
30% Upon Field Coatings

We appreciate the opportunity to provide this scope summary and look forward to continuing our working relationship with MGC. If you have any questions, please call for further clarification.

Respectfully submitted,

Thomas A. Martinez P.E.
President

July 20, 2021

Kevin Christensen
MGC Contractors
4110 E Elwood St.
Phoenix, AZ 85040

Re: **Scope Summary**
Hopeville Well and Booster Station 100K Water Storage Tank (South)
Tank Rehabilitation

Smyth Industries Inc. (Smyth) is pleased to provide our scope of work to MGC for the above referenced project. Our scope proposal is based on the July 6, 2021 Coating System Evaluation performed by Industrial Inspection ad Consulting, LLC. An outline of the scope of work Smyth intends to provide has been included with this scope summary. This scope of work was developed based upon our experience with similar rehabilitation projects.

1. **SCOPE DETAILS**
   - All work to existing steel tank to conform with AWWA D100 Standards and Specifications
   - All coating repairs to existing steel tank to conform with AWWA D102 Standards and Specifications.
   - Smyth recommends that the City of Buckeye retain a registered Structural Engineer to evaluate and make recommendations after the inspection blast is performed. Smyth Industries will not make a determination about the structural integrity of the tank. Our scope of work described in the sub sections below is for budgetary purposes only.

1.1. INSPECTION BLAST
   - Mobilization and setup of abrasive blasting equipment.
   - Abrasive blast floor samples.
   - Abrasive blast shell samples.
   - Abrasive blast shell and roof connection.
   - Abrasive blast structural connections.
   - Abrasive blast “Dollar Plate”.

1.2. STRUCTURAL MODIFICATIONS / REPAIRS
   - Provide all shoring as necessary to replace structural components.
   - Replace (17) rafters with like kind.
   - Replace Center Column Dollar Plate.
   - Replace Rafter Shell Clips.

- Perform puddle repairs as necessary to shell and floor plate.
- Apply patches to shell and floor plate as necessary.
- Remove interior ladder (existing roof hatch to remain).

1.3. EXTERIOR TANK MODIFICATIONS

- Replace existing vent w/ 36" removable roof vent.
- Install handrails per OSHA guidelines.
- Install new exterior ladder with cage and locking door.
- Install new gauge board (includes new float and internal components).

1.4. INTERIOR TANK COATING SYSTEM

- All new tank structural components and appurtenances will be shop blasted to SSPC-SP10 (Near White).
- All new tank structural components and appurtenances will be shop-primed with Tnemec 91 H_2O Hydro-Zinc epoxy.
- Abrasive blast tank interior complete to SSPC-SP10 (Near white).
- Apply Tnemec N140 per manufacturers specifications to roof and structure.
- Apply Tnemec Series 22 per manufacturers specifications to shell and floor plate.

1.5. EXTERIOR TANK COATING SYSTEM

- All new tank structural components and appurtenances will be shop blasted to SSPC-SP10 (Near White).
- All new tank structural components and appurtenances will be shop-primed with Tnemec 91 H_2O Hydro-Zinc epoxy.
- Surface prep exterior per SSCP-SP2, SSPC-SP3 specifications and low-pressure water cleaning.
- Apply Tnemec 135 per manufacturers recommendations to tank exterior surfaces.
- Apply Tnemec Series 1075 per manufacturers recommendations to tank exterior surfaces.

2. DRAWINGS AND SUBMITTALS

- Smyth will provide shop drawings, for the Storage Tank Modifications.
- Smyth will provide coating system specifications and product data sheets.

3. EXEPTIONS & CLARIFICATIONS

- All work not expressly listed in the above sections is excluded from this scope of work/ fee summary.
- All taxes, permits, and associated fees are excluded from this scope of work/ fee summary.

- Evaluation of tank structural integrity is excluded for this scope of work.

4. PROPOSED FEES

Smyth proposes to provide the items outlined above in Sections 1-4 for the lump sum fees per Table 3 below.

Table 1: Scope and Fee Summary

Task	Project Tasks	Totals
1	Project Administration, Submittals and Design Coordination	$15,000
2	Coatings- Inspection Blast	$8,500
3	Coatings- Blast/ Pre-Prime Rehab Appurtenances	$7,000
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6	Dollar Plate Replacement	$6,300
7	Rafter and Rafter Clip Replacement	$21,000
8	Misc. Patches and Puddle welding	$9,700
9	Install Gauge Board	$1,800
10	Remove interior Ladder	$570
11	Remove and Replace Exterior Ladder	$9,200
12	Install Handrail	$2,500
13	Coatings- Interior Blast/Coatings	$50,500
14	Coatings- Exterior Blast/Coatings	$22,500
Total Bid		**$168,570**

5. FEE SCHEDULE

The payment terms are outlined in the following table. Payment shall be made (with no retention) within 30 days of each Milestone listed below.

Table 2: Payment Schedule

Payment Milestone
10% Upon Shop Drawing and Product Submittals
30% Upon Shop Fabrication
30% Upon Field Modifications
30% Upon Field Coatings

We appreciate the opportunity to provide this scope summary and look forward to continuing our working relationship with MGC. If you have any questions, please call for further clarification.

Respectfully submitted,

Thomas A. Martinez P.E.
President

City of Buckeye
Coating System Evaluation

City of Buckeye
Hopeville Well and Booster Station
29050 West Yuma Road

ADWR ID NO. 55-087247 B (1-4) 16 BBA
EPDS - 001
System No. 07-633

Hopeville Well and Booster Station
100K Water Storage Tank (North)

June 21st, 2021

Coating Report Prepared for MGC Contractors.

INDUSTRIAL INSPECTION & CONSULTING
4802 EAST. RAY ROAD #23-116
PHOENIX, ARIZONA 85044

INDUSTRIAL INSPECTION AND CONSULTING, LLC

CERTIFIED NACE AND SSPC INSPECTION AND CONSULTING SERVICES

COATING EVALUATION REPORT

Owner/ Client:	City of Buckeye	Date:	6/21/2021
Project:	Hopeville 100K	Report #	1
Contact:	Bryan Forster	Contractor:	MGC Contractors
Observer:	Frank Rowland	MGC Onsite:	Eric Rollinger

Environmental/ Ambient Conditions

Equipment Type:	Kestrel 3500	Serial Number:	2316577

Time	Area	% RH	Ambient Temp	Dew Point	Wet Bulb	Weather
8:00AM	Tank Site	55.50%	84.0°	59.2°	56.2°	Clear

Work in Progress

Industrial Inspection and Consulting was retained to conduct a coating evaluation on a 100K steel water storage tank located at 29050 W, Yuma Road, Buckeye, Arizona 85326. Scaffold was supplied by MGC to provide full access to the interior tank. The interior floor was blistered, with fractured blisters, and rust. The interior shell was intact with isolated areas of blistering, including overspray with corrosion devolping through. Dry film thickness measurements showed the interior coating in the 12.0-16.0 mil range. The interior roof and rafter system were inspected from the scaffold. Nuts and bolts associated with rafter shell clips appear in good condition, with the exception of a few areas with excessive corrosion and steel loss. The dollar plate has corrosion resulting in steel loss. The interior ladder above the water line is rusted to the point of being unsafe. It would be recommended to remove the interior ladder at the time of rehabilitation, as it is not necessary. Although there was sound intact coating observed, the age of the coating system, excessive blistering with corrosion on the floor, the entire coating system has reached the end of its serviceable life. The more severe areas of corrosion in the roof structure water vapor zone will continue to rust at a more accelerated rate. It is recommended to re-line the interior tank. IIC recommends a center vent modification to enlarge the roof opening, as there is no current way to adequately coat the dollar plate and bolted connections. The exterior of the tank is chalked and appears to be sound. There were areas of rust bleeding through low coating thickness. Dry film thickness measurements on the exterior showed the coating thickness in the 1.0-3.0 mil range, which makes it a good candidate for overcoating. Due to the low coating thickness, a full coat of surface tolerant epoxy would be recommended prior to top coating with polyurethane. SSPC-SP12 Low Pressure Water Cleaning to precede any exterior coating activities removing chalking and contaminants. Water depth gauge needs replacement and safety hand rails could be recommended for the exterior roof. Photo documentation follows in this report.

Inspector Signature:	Frank Rowland	Date:	6/21/2021

INDUSTRIAL INSPECTION AND CONSULTING, LLC

NACE AND SSPC INSPECTION AND CONSULTING SERVICES

DAILY OBSERVATION REPORT

Owner/ Client:	City of Buckeye	Date:	6/21/2021
Project:	Hopeville 100K	Report #	1
Contact:	Bryan Forster	Contractor:	MGC Contractors, Inc
Observer:	Frank Rowland	MGC onsite:	Eric Rollinger



City of Buckeye - Hopeville Tank Site



100K Tank (North) - Interior Coating System



100K Tank (North) - Interior Coating System



100K Tank (North) - Interior Coating System



100K Tank (North) - Interior Coating System



100K Tank (North) - Interior Coating System

Inspector Signature:	Frank Rowland

Date:	6/21/2021

INDUSTRIAL INSPECTION AND CONSULTING, LLC

NACE AND SSPC INSPECTION AND CONSULTING SERVICES

DAILY OBSERVATION REPORT

Owner/ Client:	City of Buckeye	Date:	6/21/2021
Project:	Hopeville 100K	Report #	1
Contact:	Bryan Forster	Contractor:	MGC Contractors, Inc
Observer:	Frank Rowland	MGC onsite:	Eric Rollinger



Dry Film Thickness Measurements - Positector 6000



Dry Film Thickness Measurements - Positector 6000



Dry Film Thickness Measurements - Positector 6000



Dry Film Thickness Measurements - Positector 6000



Dry Film Thickness Measurements - Positector 6000



Dry Film Thickness Measurements - Positector 6000

Inspector Signature:	Frank Rowland

Date:	6/21/2021

INDUSTRIAL INSPECTION AND CONSULTING, LLC

NACE AND SSPC INSPECTION AND CONSULTING SERVICES

DAILY OBSERVATION REPORT

Owner/ Client:	City of Buckeye	Date:	6/21/2021
Project:	Hopeville 100K	Report #	1
Contact:	Bryan Forster	Contractor:	MGC Contractors, Inc
Observer:	Frank Rowland	MGC onsite:	Eric Rollinger



Interior Shell - Overspray, Corrosion



Interior Shell - Weld Seam Corrosion



Interior Floor - Blisters, Corrosion



Interior Floor - Blisters, Corrosion



Interior Floor - Blisters, Corrosion



Interior Floor - Blisters, Corrosion

Inspector Signature:	Frank Rowland

Date:	6/21/2021

INDUSTRIAL INSPECTION AND CONSULTING, LLC

NACE AND SSPC INSPECTION AND CONSULTING SERVICES

DAILY OBSERVATION REPORT

Owner/ Client:	City of Buckeye	Date:	6/21/2021
Project:	Hopeville 100K	Report #	1
Contact:	Bryan Forster	Contractor:	MGC Contractors, Inc
Observer:	Frank Rowland	MGC onsite:	Eric Rollinger



Rafter Shell Clips/Bolts - Rust Bleed, Corrosion



Rafter Shell Clips/Bolts - Rust Bleed, Corrosion



Rafter Shell Clips/Bolts - Corrosion, Steel Loss



Rafter Shell Clips/Bolts - Corrosion, Steel Loss



Rafter Shell Clips/Bolts - Corrosion, Steel Loss



Rafter Shell Clips/Bolts - Corrosion, Steel Loss

Inspector Signature:	Frank Rowland

Date:	6/21/2021

INDUSTRIAL INSPECTION AND CONSULTING, LLC

NACE AND SSPC INSPECTION AND CONSULTING SERVICES

DAILY OBSERVATION REPORT

Owner/ Client:	City of Buckeye	Date:	6/21/2021
Project:	Hopeville 100K	Report #	1
Contact:	Bryan Forster	Contractor:	MGC Contractors, Inc
Observer:	Frank Rowland	MGC onsite:	Eric Rollinger



Dollar Plate-Clips/Bolts



Dollar Plate-Clips/Bolts - Corrosion, Steel Loss



Dollar Plate-Clips/Bolts - Corrosion, Steel Loss



Dollar Plate-Clips/Bolts - Corrosion, Steel Loss



Interior Ladder - Corrosion, Steel Loss



Rafter Shell Clips/Bolts - Corrosion, Steel Loss

Inspector Signature:	Frank Rowland

Date:	6/21/2021

INDUSTRIAL INSPECTION AND CONSULTING, LLC

NACE AND SSPC INSPECTION AND CONSULTING SERVICES

DAILY OBSERVATION REPORT

Owner/ Client:	City of Buckeye	Date:	6/21/2021
Project:	Hopeville 100K	Report #	1
Contact:	Bryan Forster	Contractor:	MGC Contractors, Inc
Observer:	Frank Rowland	MGC onsite:	Eric Rollinger



Exterior Coating System



Exterior Coating System



Exterior Coating System



Exterior Coating System



Exterior Coating System



Exterior Coating System

Inspector Signature:	Frank Rowland

Date:	6/21/2021

INDUSTRIAL INSPECTION AND CONSULTING, LLC

NACE AND SSPC INSPECTION AND CONSULTING SERVICES

DAILY OBSERVATION REPORT

Owner/ Client:	City of Buckeye	Date:	6/21/2021
Project:	Hopeville 100K	Report #	1
Contact:	Bryan Forster	Contractor:	MGC Contractors, Inc
Observer:	Frank Rowland	MGC onsite:	Eric Rollinger



Dry Film Thickness Measurements - Positector 6000



Dry Film Thickness Measurements - Positector 6000



Center Vent - Enlarged Opening Recommended



Installing Safety Hand Rail Recommended



Water Depth Gauge



Low Coating Thickness - Rust Rashing

Inspector Signature:	Frank Rowland

Date:	6/21/2021

Interior Coating System

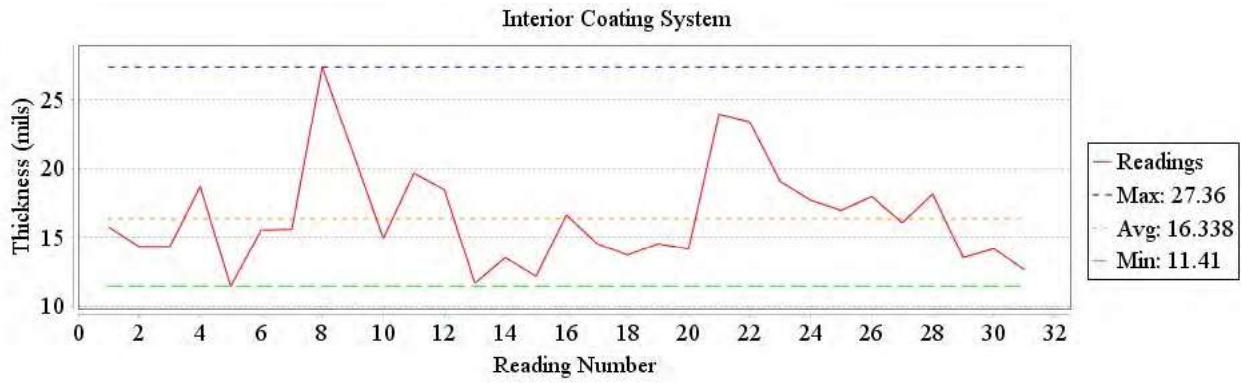
Created:	2021-06-21 08:59:35
PosiTector Body S/N:	731232
Probe Type:	PosiTector 6000 FT
Probe S/N:	182742
CAL:	Cal 1

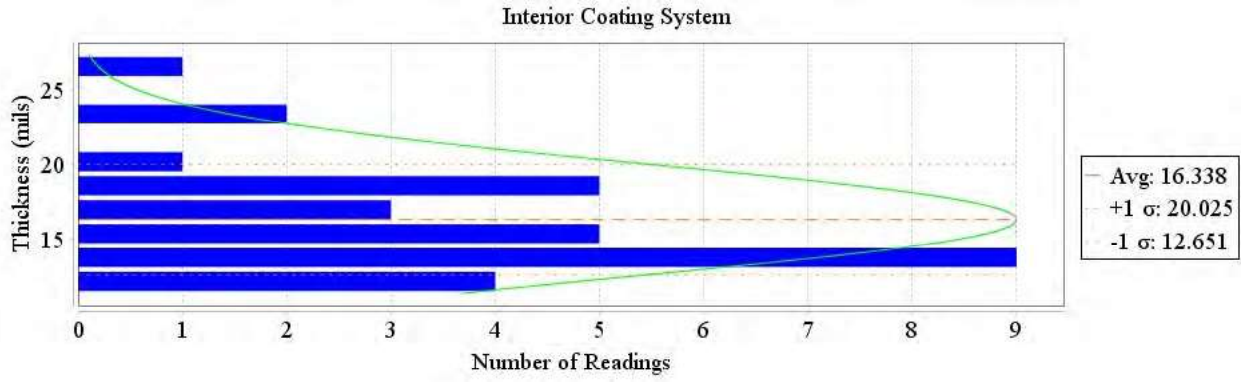
Summary

	#	x	σ	↓	↑
Thickness (mils)	30	16.338	3.687	11.41	27.36

Readings

#	Thickness (mils)	Time
1	15.75	2021-06-21 08:59:41
2	14.31	09:00:48
3	14.30	09:00:51
4	18.69	09:01:04
5	11.41	09:01:36
6	15.53	09:01:41
7	15.57	09:01:54
8	27.36	09:16:18
10	14.92	09:16:38
11	19.64	09:18:04
12	18.44	09:18:07
13	11.64	09:18:28
14	13.51	09:18:36
15	12.14	09:18:38
16	16.62	09:18:39
17	14.53	09:18:41
18	13.69	09:18:43
19	14.53	09:18:44
20	14.14	09:18:47
21	23.94	09:19:07
22	23.38	09:19:49
23	19.05	09:20:25
24	17.69	09:20:27
25	16.95	09:20:34
26	17.96	09:20:36
27	16.05	09:20:38
28	18.13	09:20:40
29	13.50	09:20:44
30	14.16	09:20:46
31	12.62	09:20:48


Interior Coating System
Thickness (mils)
25
20
15
10
0 2 4 6 8 10 12 14 16 18 20 22 24 26 28 30 32
Reading Number
Readings
Max: 27.36
Avg: 16.338
Min: 11.41


Interior Coating System
Thickness (mils)
25
20
15
0 1 2 3 4 5 6 7 8 9
Number of Readings
Avg: 16.338
+1 σ: 20.025
-1 σ: 12.651

Exterior Coating System

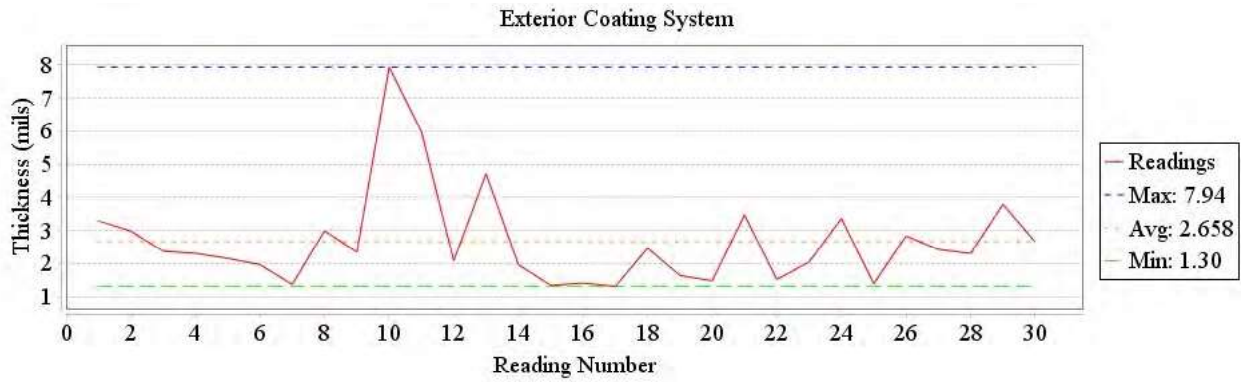
Created:	2021-06-21 09:22:18
PosiTector Body S/N:	731232
Probe Type:	PosiTector 6000 FT
Probe S/N:	182742
CAL:	Cal 1

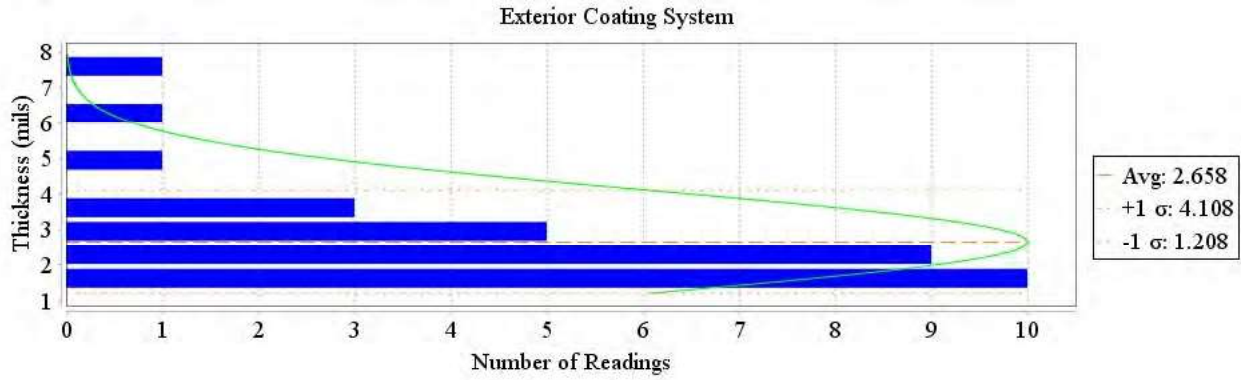
Summary

	#	x	σ	↓	↑
Thickness (mils)	30	2.658	1.450	1.30	7.94

Readings

#	Thickness (mils)	Time
1	3.29	2021-06-21 09:22:21
2	2.98	09:22:24
3	2.37	09:22:28
4	2.30	09:22:30
5	2.15	09:22:33
6	1.96	09:22:37
7	1.36	09:23:01
8	2.99	09:23:07
9	2.34	09:23:09
10	7.94	09:23:11
11	5.98	09:23:13
12	2.08	09:23:26
13	4.71	09:23:51
14	1.96	09:23:52
15	1.33	09:23:55
16	1.40	09:24:00
17	1.30	09:24:05
18	2.46	09:24:12
19	1.63	09:24:17
20	1.47	09:24:19
21	3.47	09:24:25
22	1.51	09:24:27
23	2.04	09:24:55
24	3.36	09:24:56
25	1.38	09:38:25
26	2.83	09:38:35
27	2.42	09:38:37
28	2.30	09:38:43
29	3.79	09:38:47
30	2.65	09:38:50


Exterior Coating System
Thickness (mils)
Reading Number
Readings
Max: 7.94
Avg: 2.658
Min: 1.30


Exterior Coating System
Thickness (mils)
Number of Readings
Avg: 2.658
+1 σ: 4.108
-1 σ: 1.208

City of Buckeye
Coating System Evaluation

City of Buckeye
Hopeville Well and Booster Station
29050 West Yuma Road

ADWR ID NO. 55-087247 B (1-4) 16 BBA
EPDS - 001
System No. 07-633

Hopeville Well and Booster Station
100K Water Storage Tank (South)

July 6th, 2021

Coating Report Prepared for MGC Contractors.

INDUSTRIAL INSPECTION & CONSULTING
4802 EAST. RAY ROAD #23-116
PHOENIX, ARIZONA 85044

INDUSTRIAL INSPECTION AND CONSULTING, LLC

NACE AND SSPC INSPECTION AND CONSULTING SERVICES

COATING EVALUATION REPORT

Owner/ Client:	Town of Buckeye	Date:	7/6/2021
Project:	Hopeville 100K- South Tank	Report #	1
Contact:	Bryan Forster	Contractor:	MGC Contractors
Observer:	Frank Rowland	MGC Onsite:	Eric Rollinger

Environmental/ Ambient Conditions

Equipment Type:	Kestrel 3500	Serial Number:	2316577

Time	Area	% RH	Ambient Temp	Dew Point	Wet Bulb	Weather
5:00AM	Tank Site	57.10%	89.0°	61.5°	54.6°	Clear

Work in Progress

Industrial Inspection and Consulting was retained to conduct a coating evaluation on a 100K steel water storage tank located at 29050 W, Yuma Road, Buckeye, Arizona 85326, south tank. Scaffold was supplied by MGC to provide full access to the interior tank. The interior floor was blistered and rusted. Severe areas of corrosion on the floor show pitting with steel loss. Substrate thickness in these areas can be evaluated via ultrasonic thickness gauge at the time of rehabilition. The interior shell is blistered, with excessive corrosion in various sections. Dry film thickness measurements showed the interior coating system in the 6.0-10.0 mil range. The interior roof and rafter system were inspected from the scaffold. Nuts and bolts associated with rafter shell clips appear to have been replaced at some point in the past, and in good condition. The dollar plate has corrosion with heavy steel loss. No bolts were observed in rafter/dollar plate connection. The interior ladder above the water line is rusted with one rung completely rusted away. It would be recommended to remove the interior ladder and not replace it. The entire coating system has reached the end of its serviceable life. It is recommended to re-line the interior tank. Sooner rather than later to avoid further steel loss. IIC recommends a center vent modification to enlarge the roof opening. There is no current way to adequetly coat the dollar plate. Due to the steel loss, the dollar plate could benefit from a structural engingeer evaluation at the time of rehabilitation. The exterior of the tank is chalked and appears to be sound. No defects such as delamination were observed. There were numerous areas of rust bleeding through low coating thickness. Dry film thickness measurements on the exterior showed the coating thickness in the 1.0-3.0 mil range. Due to the low coating thickness, a full coat of epoxy would be recommended prior to top coating with a polyurethane. An SSPC-SP12 Low Pressure Water Cleaning to precede any exterior coating activities removing chalking and contaminants. Water depth gauge needs replacement and safety hand rails recommended for the exterior roof. Photo documentation follows in this report.

Inspector Signature:	Frank Rowland	Date:	7/6/2021

INDUSTRIAL INSPECTION AND CONSULTING, LLC

NACE AND SSPC INSPECTION AND CONSULTING SERVICES

DAILY OBSERVATION REPORT

Owner/ Client:	Town of Buckeye	Date:	7/6/2021
Project:	Hopeville 100K- South Tank	Report #	1
Contact:	Bryan Forster	Contractor:	MGC Contractors, Inc
Observer:	Frank Rowland	MGC onsite:	Eric Rollinger



City of Buckeye - Hopeville Tank Site - South Tank



100K Tank (South) - Interior Coating System



100K Tank (South) - Interior Coating System



100K Tank (South) - Interior Coating System



100K Tank (South) - Interior Coating System



100K Tank (South) - Interior Coating System

Inspector Signature:	Frank Rowland

Date:	7/6/2021

INDUSTRIAL INSPECTION AND CONSULTING, LLC

NACE AND SSPC INSPECTION AND CONSULTING SERVICES

DAILY OBSERVATION REPORT

Owner/ Client:	Town of Buckeye	Date:	7/6/2021
Project:	Hopeville 100K- South Tank	Report #	1
Contact:	Bryan Forster	Contractor:	MGC Contractors, Inc
Observer:	Frank Rowland	MGC onsite:	Eric Rollinger



Dry Film Thickness Measurements - Positector 6000



Dry Film Thickness Measurements - Positector 6000



Dry Film Thickness Measurements - Positector 6000



Dry Film Thickness Measurements - Positector 6000



Dry Film Thickness Measurements - Positector 6000



Dry Film Thickness Measurements - Positector 6000

Inspector Signature:	Frank Rowland

Date:	7/06/2021

Page: 3

INDUSTRIAL INSPECTION AND CONSULTING, LLC

NACE AND SSPC INSPECTION AND CONSULTING SERVICES

DAILY OBSERVATION REPORT

Owner/ Client:	Town of Buckeye	Date:	7/6/2021
Project:	Hopeville 100K-South Tank	Report #	1
Contact:	Bryan Forster	Contractor:	MGC Contractors, Inc
Observer:	Frank Rowland	MGC onsite:	Eric Rollinger



Interior Shell - Blisters, Corrosion



Interior Shell - Blisters, Corrosion



Interior Floor - Blisters, Corrosion



Interior Floor - Blisters, Corrosion



Interior Floor - Blisters, Corrosion



Interior Floor - Blisters, Corrosion, Pitting

Inspector Signature:	Frank Rowland

Date:	7/06/2021

INDUSTRIAL INSPECTION AND CONSULTING, LLC

NACE AND SSPC INSPECTION AND CONSULTING SERVICES

DAILY OBSERVATION REPORT

Owner/ Client:	Town of Buckeye	Date:	7/6/2021
Project:	Hopeville 100K- South Tank	Report #	1
Contact:	Bryan Forster	Contractor:	MGC Contractors, Inc
Observer:	Frank Rowland	MGC onsite:	Eric Rollinger



Interior Roof - Rust Bleed, Corrosion



Interior Roof, Rafter Beams- Rust Bleed, Corrosion



Rafter Clips- Bolts, Rust Bleed, Corrosion



Rafter Clips- Bolts, Rust Bleed, Corrosion



Center Column/Beams - Corrosion



Center Column - Corrosion

Inspector Signature:	Frank Rowland

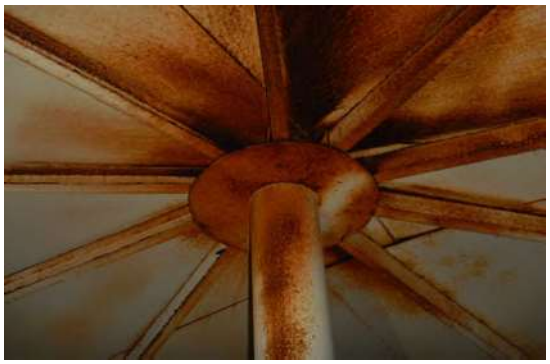
Date:	7/06/2021

INDUSTRIAL INSPECTION AND CONSULTING, LLC

NACE AND SSPC INSPECTION AND CONSULTING SERVICES

DAILY OBSERVATION REPORT

Owner/ Client:	Town of Buckeye	Date:	7/6/2021
Project:	Hopeville 100K- South Tank	Report #	1
Contact:	Bryan Forster	Contractor:	MGC Contractors, Inc
Observer:	Frank Rowland	MGC onsite:	Eric Rollinger



Dollar Plate-Clips - Corrosion, Steel Loss



Dollar Plate-Clips - Corrosion, Steel Loss



Dollar Plate-Clips - Corrosion, Steel Loss



Dollar Plate-Clips - Corrosion, Steel Loss



Interior Ladder - Corrosion, Steel Loss



Rafter Beam - Corrosion, Steel Loss

Inspector Signature:	Frank Rowland

Date:	7/6/2021

DAILY OBSERVATION REPORT

Owner/ Client:	Town of Buckeye	Date:	7/6/2021
Project:	Hopeville 100K- South Tank	Report #	1
Contact:	Bryan Forster	Contractor:	MGC Contractors, Inc
Observer:	Frank Rowland	MGC onsite:	Eric Rollinger



Exterior Coating System



Exterior Coating System



Exterior Coating System



Exterior Coating System



Exterior Coating System



Exterior Coating System

Inspector Signature:	Frank Rowland

Date:	7/6/2021

INDUSTRIAL INSPECTION AND CONSULTING, LLC

NACE AND SSPC INSPECTION AND CONSULTING SERVICES

DAILY OBSERVATION REPORT

Owner/ Client:	Town of Buckeye	Date:	7/6/2021
Project:	Hopeville 100K-South Tank	Report #	1
Contact:	Bryan Forster	Contractor:	MGC Contractors, Inc
Observer:	Frank Rowland	MGC onsite:	Eric Rollinger



Dry Film Thickness Measurements - Positector 6000



Dry Film Thickness Measurements - Positector 6000



Center Vent - Enlarged Opening Recommended



Installing Safety Hand Rail Recommended



Water Depth Gauge



Low Coating Thickness - Rust Rashing

Inspector Signature:	Frank Rowland

Date:	7/6/2021

Interior Coating system

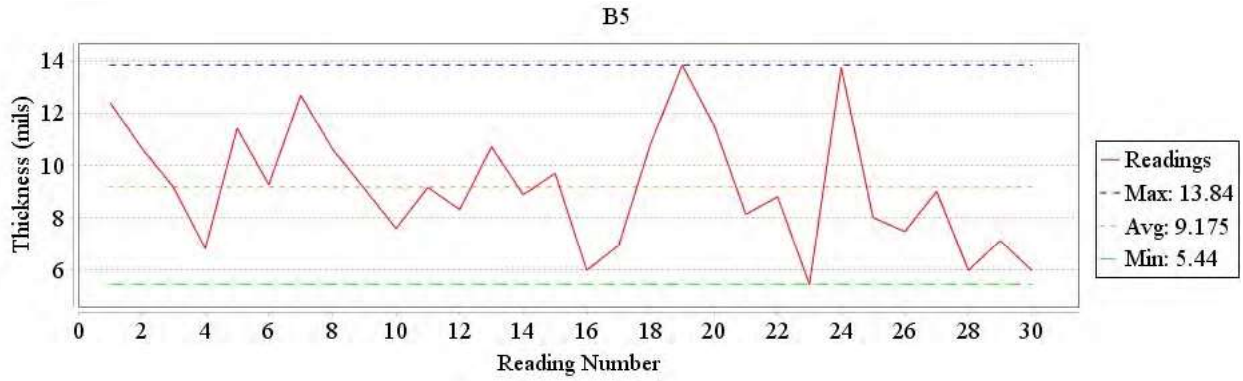
Created:	2021-07-06 06:06:37
PosiTector Body S/N:	731232
Probe Type:	PosiTector 6000 FT
Probe S/N:	182742
CAL:	Cal 1

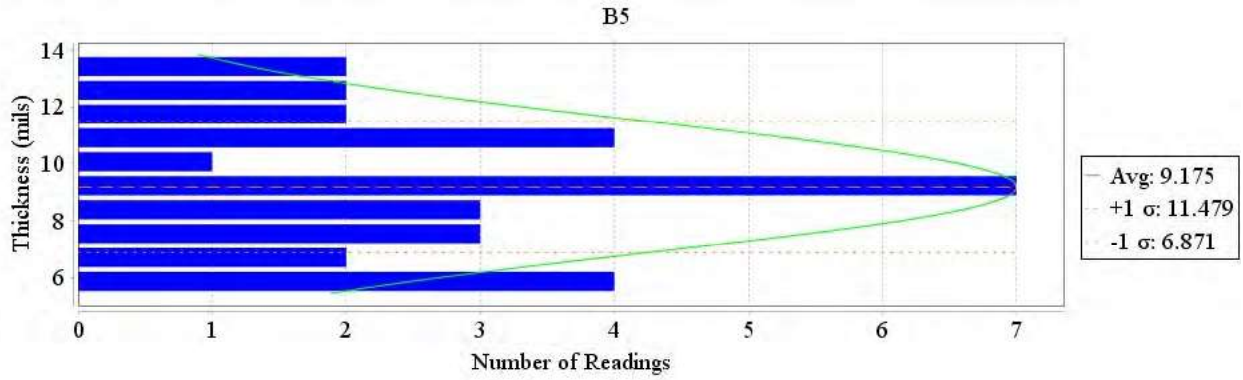
Summary

	#	x	σ	↓	↑
Thickness (mils)	30	9.175	2.304	5.44	13.84

Readings

#	Thickness (mils)	Time
1	12.42	2021-07-06 06:06:45
2	10.66	06:07:00
3	9.16	06:07:16
4	6.82	06:07:22
5	11.41	06:07:26
6	9.26	06:07:37
7	12.69	06:08:00
8	10.62	06:08:09
9	9.11	06:08:14
10	7.59	06:08:16
11	9.16	06:08:21
12	8.31	06:08:22
13	10.70	06:08:28
14	8.88	06:08:30
15	9.69	06:08:34
16	5.98	06:08:42
17	6.94	06:08:44
18	10.81	06:08:51
19	13.84	06:08:53
20	11.53	06:08:55
21	8.13	06:08:59
22	8.80	06:09:04
23	5.44	06:09:09
24	13.75	06:09:12
25	8.01	06:09:16
26	7.47	06:09:19
27	9.00	06:09:21
28	5.98	06:09:24
29	7.12	06:09:32
30	5.97	06:09:37


B5
Thickness (mils)
14
12
10
8
6
0 2 4 6 8 10 12 14 16 18 20 22 24 26 28 30
Reading Number
Readings
Max: 13.84
Avg: 9.175
Min: 5.44


B5
Thickness (mils)
14
12
10
8
6
0 1 2 3 4 5 6 7
Number of Readings
Avg: 9.175
+1 σ: 11.479
-1 σ: 6.871

Exterior Coating System

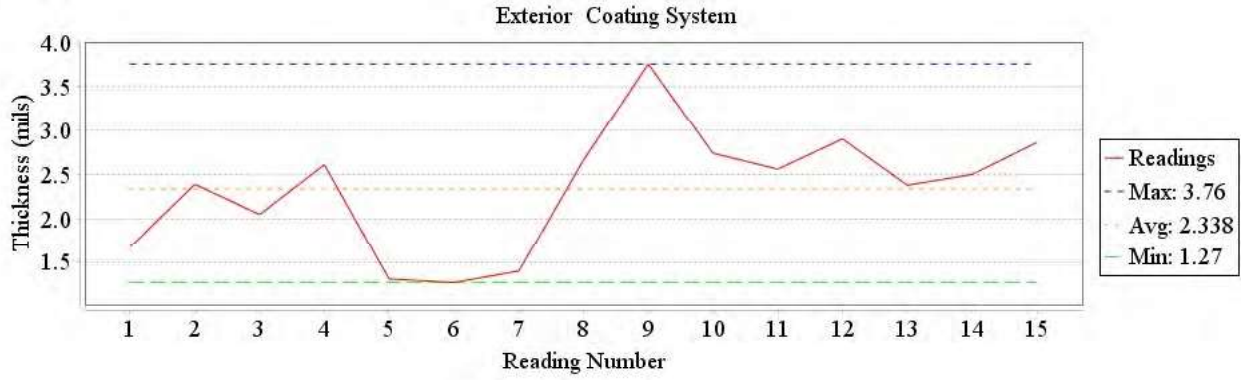
Created:	2021-07-06 06:33:03
PosiTector Body S/N:	731232
Probe Type:	PosiTector 6000 FT
Probe S/N:	182742
CAL:	Cal 1

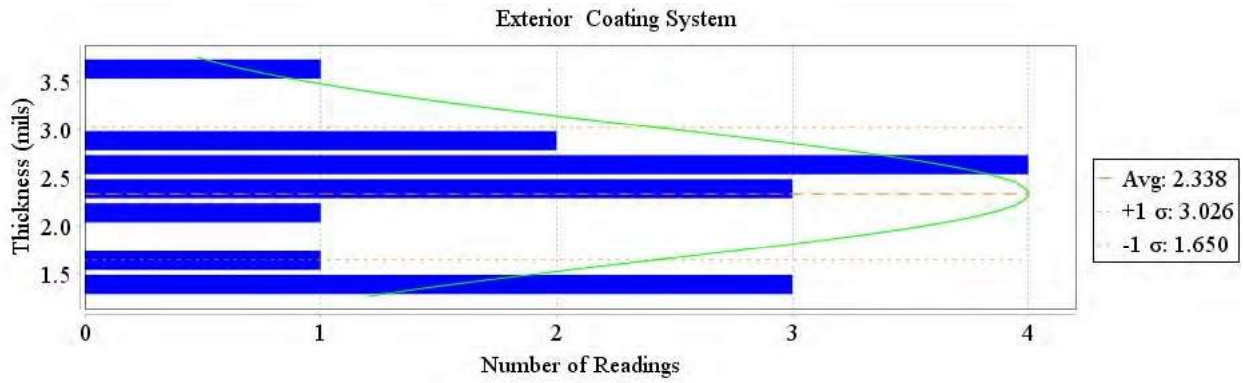
Summary

	#	x	σ	↓	↑
Thickness (mils)	15	2.338	0.688	1.27	3.76

Readings

#	Thickness (mils)	Time
1	1.68	2021-07-06 06:33:14
2	2.39	06:33:18
3	2.05	06:33:27
4	2.61	06:33:34
5	1.31	06:33:38
6	1.27	06:33:54
7	1.40	06:34:09
8	2.66	06:35:47
9	3.76	06:36:13
10	2.74	06:36:21
11	2.56	06:36:26
12	2.90	06:37:03
13	2.38	06:37:09
14	2.50	06:37:11
15	2.86	06:37:13




Exterior Coating System
Thickness (mils)
3.5
3.0
2.5
2.0
1.5
0
1
2
3
4
Number of Readings
Avg: 2.338
+1 σ: 3.026
-1 σ: 1.650

HOPEVILLE WATER CAMPUS



DAILY OBSERVATION REPORT

Owner/ Client:	City of Buckeye	Date:	6/21/2021
Project:	Hopeville NORTH TANK	Report #	1
Contact:	Bryan Forster	Contractor:	MGC Contractors, Inc
Observer:	Frank Rowland	MGC onsite:	Eric Rollinger



Dollar Plate-Clips/Bolts



Dollar Plate-Clips/Bolts - Corrosion, Steel Loss



Dollar Plate-Clips/Bolts - Corrosion, Steel Loss



Dollar Plate-Clips/Bolts - Corrosion, Steel Loss



Interior Ladder - Corrosion, Steel Loss



Rafter Shell Clips/Bolts - Corrosion, Steel Loss

Inspector Signature:	Frank Rowland

Date:	6/21/2021

INDUSTRIAL INSPECTION AND CONSULTING, LLC

NACE AND SSPC INSPECTION AND CONSULTING SERVICES

DAILY OBSERVATION REPORT

Owner/ Client:	Town of Buckeye	Date:	7/6/2021
Project:	Hopeville - SOUTH TANK	Report #	1
Contact:	Bryan Forster	Contractor:	MGC Contractors, Inc
Observer:	Frank Rowland	MGC onsite:	Eric Rollinger



Dollar Plate-Clips - Corrosion, Steel Loss



Dollar Plate-Clips - Corrosion, Steel Loss



Dollar Plate-Clips - Corrosion, Steel Loss



Dollar Plate-Clips - Corrosion, Steel Loss



Interior Ladder - Corrosion, Steel Loss



Rafter Beam - Corrosion, Steel Loss

Inspector Signature:	Frank Rowland

Date:	7/6/2021

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.L. Itron - ERT's, Collectors, and Repeaters
DATE PREPARED: 09/16/21	**DISTRICT NO.:** ALL
STAFF LIAISON: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (623) 349-6225	
DEPARTMENT: Construction and Contracting	**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 expenditure of not to exceed $350,000 related to the purchase of ERT's, Collectors and Repeaters as part of the maintenance program for new meter installation and on-going system maintenance from Itron, Inc., a Washington corporation, for Fiscal Year 2021-2022.

RELEVANT GOALS:
GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:
Water Resources is requesting approval to purchase ERT's, collectors, and repeaters and associated equipment and accessories needed for new meter installations and on-going system maintenance utilizing the Master Sales Agreement between the City of Buckeye and Itron, Inc. The purchase of ERT's, collectors, and repeaters and associated equipment and accessories will allow the Water Resources Department to perform system maintenance and upgrades necessary related to the current automated meter reading system in a budgeted amount not to exceed $350,000.

BENEFITS:
Staff will continue to complete system maintenance, upgrades, and projects related to the accurate measurement of potable water delivered to the customers of the City of Buckeye water services areas.

FUTURE ACTION:
None

FINANCIAL IMPACT STATEMENT:
40003351-520575 - $350,000.

CURRENT FISCAL YEAR TOTAL COST:
$350,000

BUDGETED:
Yes

FISCAL YEAR:
2021/2022

FUND/DEPARTMENT:
40003351-520575

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

ATTACHMENTS:
Itron Master Sales Agreement.pdf

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MASTER SALES AGREEMENT

General Terms and Conditions

This Master Sales Agreement (this "**Agreement**") is made between **Itron, Inc.** an entity organized under the laws of **Washington** having an address at **2111 N. Molter Road, Liberty Lake, WA 99019, USA** ("**Itron**") and **Town of Buckeye, Arizona**, an entity organized under the laws of Arizona, having an address at **423 Arizona Eastern Buckeye**, **AZ 85326-1900 US** ("**Customer**") on **1/06/2020** ("**Effective Date**"). Itron and Customer are collectively referred to as the Parties or a Party, as applicable.

1. Introduction

1.1. **Scope and Structure.** This Agreement applies to certain products and services provided by Itron to Customer and consists of these General Terms and Conditions, Addenda, Order Documents and Statements of Work.

1.2. **General Terms and Conditions.** These General Terms and Conditions contain terms and conditions that are generally applicable to all products and services provided by Itron to Customer under this Agreement.

1.3. **Addenda.** Addenda contain supplemental terms and conditions applicable to certain categories of products and services. Addenda incorporated into this Agreement on the Effective Date are identified on the Attachment Schedule. The Parties may add Addenda to this Agreement by written amendment after the Effective Date.

1.4. **Order Documents**. Order Documents contain Fees and any related Statement of Work and supplemental terms and conditions applicable to specific products and/or services. Order Documents incorporated into this Agreement on the Effective Date are identified on the Attachment Schedule. The Parties may execute additional Order Documents after the Effective Date.

1.5. **Order of Precedence.** In the event of a conflict between these General Terms and Conditions and an Addendum, the Addendum shall control. In the event of a conflict between an Order Document and these General Terms and Conditions or an Addendum, the Order Document shall control, but only with respect to the applicable products and services. These General Terms and Conditions, an Addendum or Order Document, as applicable, shall control over any conflict with a Statement of Work.

1.6. **Purchase Order Requirement.** Customer shall purchase or license products or services described in each Order Document or Statement of Work under this Agreement by issuing a purchase order or similar ordering document accepted by Itron ("Purchase Order") indicating specific products and services, Itron part numbers, quantity, unit price, total purchase price, shipping instructions, requested shipping dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, and contract reference. No contingency contained on any Purchase Order shall be binding upon Itron. The terms of this Agreement shall apply, regardless of any additional or conflicting terms of any Purchase Order or other correspondence or documentation submitted by Customer to Itron, and any such additional or conflicting terms are deemed rejected by Itron.

2. Definitions. The following defined terms are used throughout this Agreement. Additional terms may be defined in Addenda, Order Documents and Statements of Work.

Claim means an unaffiliated third-party claim, action, cause of action, or demand for damages, cost or expense (including reasonable attorney's fees) or other relief.

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Confidential Information means any confidential, trade secret or other proprietary information disclosed under this Agreement that is designated as "confidential" or which a reasonable person would assume is confidential, but excludes information that: (i) is now or becomes generally available to the public through no fault or breach of the receiving Party; (ii) is rightfully in the receiving Party's possession, or known by it, prior to its receipt from the disclosing Party; (iii) is rightfully disclosed to the receiving Party by a third-party, free of any obligation of confidentiality; or (iv) is developed by the receiving Party independently and without reference to the disclosing Party's Confidential Information.

Customer Data means all data about Customer's existing or prospective end users that Itron acquires, develops, or derives in connection with performance under this Agreement. Such customer data may include, without limitation, any personally identifying information relating to an existing or prospective customer, or any other information that, either individually or when combined with other information could be used to identify a particular Customer end user or a prospective Customer end user, which information is not generally available to the public.

Defended Party means a Party entitled to defense from the Defending Party under Section 7 ("Third-Party Claims") of these General Terms and Conditions.

Defending Party means a Party obligated to provide defense to the Defended Party under Section 7 ("Third Party Claims") of these General Terms and Conditions.

Documentation means user manuals, training materials, product descriptions and specifications, technical manuals, supporting materials and other information relating to products and services offered by Itron, which Itron customarily makes available to its customers.

Fees means all amounts payable to Itron by Customer for products and services provided under this Agreement, as set forth in an Order Document or Statement of Work.

Force Majeure means any cause that is beyond a Party's reasonable control and without a Party's fault or negligence, including, but not limited to, accidents, riots, insurrections, acts of terrorists or any public enemy, acts of civil or military authorities, war, epidemics, fires, floods, earthquakes, severe weather, lightening, power outages, denial of service/virus/hacking attacks, disruptions in the flow of data to or from carrier networks, embargoes, strikes, the inability to obtain required materials, qualified labor, or transportation, or the denial of or delays in processing of export licenses.

Intellectual Property and **Intellectual Property Rights** mean all industrial and intellectual property, including, without limitation, all U.S. and non-U.S. patents, patent applications, patent rights, trademarks, trademark applications, common law trademarks, Internet domain names, trade names, service marks, service mark applications, common law service marks, and the goodwill associated therewith, copyrights, in both published and unpublished works, whether registered or unregistered, copyright applications, franchises, licenses, know-how, trade secrets, technical data, designs, customer lists, confidential and proprietary information, processes and formulae, all computer software programs or applications, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including manuals, memoranda, and records, whether such intellectual property has been created, applied for or obtained anywhere throughout the world.

Order Document means (i) any document attached hereto and identified as an Order Document or SOW on the Attachment Schedule on the Effective Date, and (ii) any other document identified as an

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Order Document or SOW that contains Fees and any related Statement of Work and supplemental terms and conditions applicable to specific products and/or services, references this Agreement, and is executed by the Parties after the Effective Date.

Statement of Work or **SOW** means any document describing services to be provided by Itron that is (i) attached hereto and identified as a Statement of Work on the Attachment Schedule, or attached to an Order Document, on the Effective Date, or (ii) any other document identified as a Statement of Work that references this Agreement and is executed by the Parties, or is attached to an Order Document that is executed by the Parties, after the Effective Date.

Territory means the country in which Itron delivers products and services to Customer.

3. **Term.** The initial term of this Agreement begins on the Effective Date and expires 3 years following the Effective Date. Thereafter, the term of this Agreement will automatically renew for successive one-year periods, unless either Party provides the other with written notice of its intent not to renew at least ninety (90) days prior to commencement of the next renewal period. Any in-process Statements of Work and any accepted Purchase Orders as of the expiration date of this Agreement shall be completed by the Parties and the term of this Agreement will be extended solely for that purpose until completion. This section is subject to Section 11 ("Termination") of these General Terms and Conditions.

4. **Warranties and Disclaimer.**

4.1. **Warranties.** All warranties relating to products and services provided by Itron under this Agreement are set forth in the applicable Addendum or Order Document.

4.2. **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED BY ITRON UNDER SECTION 4.1 (WARRANTIES") OF THESE GENERAL TERMS AND CONDITIONS, ITRON MAKES NO WARRANTY OF ANY KIND RELATING TO PRODUCTS AND SERVICES AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, (I) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES OF TITLE AND AGAINST INFRINGEMENT, AND (III) WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. ITRON AND ITS SUPPLIERS DO NOT WARRANT OR REPRESENT THAT PRODUCTS OR SERVICES WILL BE FREE FROM BUGS, ERRORS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR-FREE. ITRON ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM ITS DATA CENTERS OR DATA CENTERS OF ITS VENDORS VIA WAN, CELLULAR OR OTHER PUBLIC COMMUNICATIONS OR BROADBAND SYSTEMS (INCLUDING OUTAGES, DEVICE NON-REACHABILITY, LOSS OR INACCURATE READING) OR FOR ANY CONSEQUENCES, LOSSES, OR DAMAGES ARISING FROM CHANGES MADE BY CUSTOMER TO THE CONTENT OR PROGRAMMING OF EQUIPMENT (UNLESS CAUSED BY A DEFECTIVE PRODUCT). THESE DISCLAIMERS WILL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER THIS AGREEMENT.

5. **Intellectual Property.**

5.1. **Reservation of Intellectual Property.** Subject to the limited rights expressly granted by Itron to Customer under this Agreement: (i) Itron reserves all rights, title and interest in and to all of its Intellectual Property, and (ii) as between the Parties, Itron owns all rights, title and interest in and to its Confidential Information and the products, services and related deliverables provided by Itron under this Agreement. Subject to the limited rights expressly granted by Customer to Itron under

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this Agreement, Customer reserves all rights, title and interest in and to all of its Intellectual Property, and (ii) as between the Parties, Customer owns all right, title and interest in and to its Confidential Information and Customer Data. All rights, titles, and interests not specifically and expressly granted by either Party hereunder are hereby reserved. Nothing in this Agreement will be understood to preclude or limit Itron from providing software, materials, or services for itself or other clients, irrespective of the possible similarity of such software, materials or services to those delivered to Customer.

5.2. **Customer Suggestions.** Itron shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into any products and services any suggestions, enhancement requests, recommendations or other feedback provided by Customer.

6. Fees, Invoicing, Payment, and Taxes.

6.1. **Fees.** Fees for products and services are set forth in the applicable Order Document or Statement of Work. Unless otherwise provided in an applicable Addendum, Order Document, or Statement of Work, Fees for products and services are valid for one (1) year from the effective date of the Order Document or Statement of Work.

6.2. **Invoicing.** Itron will invoice Customer for products and services in accordance with the applicable Addendum, Order Document or Statement of Work. Customer will reimburse Itron for all reasonable travel costs and related expenses incurred by Itron in connection with performing services for Customer.

6.3. **Payment of Invoices.** Customer must pay each invoice without setoff within thirty (30) days of the invoice date. Payment must be made in USD. Itron may charge a late payment fee on any unpaid overdue Fees in an amount equal to the lesser of: (a) one percent (1%) of such Fees per month, or (b) the maximum rate allowed by applicable law.

6.4. **Freight and Taxes.** All prices are exclusive of any freight, handling and shipping insurance charges, taxes, fees and duties or other similar amounts, however designated, including without limitation value added, sales and withholding taxes which are levied or based upon the prices, charge or upon this Agreement. Customer shall pay any taxes related to products and services provided pursuant to this Agreement (except for taxes based on Itron's net income) or shall present an exception certificate acceptable to all relevant taxing authorities. Applicable taxes shall, to the extent practical, be billed as a separate item on the invoice.

7. Third-Party Claims.

7.1. **General Claims.** The Defending Party will defend the Defended Party from and against Claims arising from personal bodily injury, death, or damage to tangible personal property or real property to the extent caused by the negligence of the Defending Party or its employees, agents, or contractors under this Agreement.

7.2. **Infringement Claims.** Itron will defend, or at its option settle, any Claim against Customer alleging that any Itron-branded products or services, as delivered to Customer, infringe upon any third party's Intellectual Property Rights within the Territory. If Itron receives notice of an alleged infringement by any products or services, or if Itron reasonably believes that an infringement Claim is likely, Itron may stop delivery of the affected products or services without liability for failure to deliver them. Itron will have the right, at its sole option, to obtain the right for Customer to continue use of the affected products or services, or to replace or modify the affected products or services so that they are no longer alleged or believed to infringe, if it can be done without significant loss of functionality. If neither of the foregoing options are available to Itron on commercially reasonable terms, Itron may terminate Customer's use of the affected products or Services without further liability under this section, in which case Itron will refund to Customer the depreciated value of the affected product and any prepaid unused portion of the service.

7.3. **Conditions to Defense**. As a condition to the Defending Party's obligations under Section 7.1 or Section 7.2 above, the Defended Party must: (i) promptly notify the Defending Party in writing of the Claim; (ii) give the Defending Party reasonable information and assistance in connection with

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the Claim in a timely manner; and (iii) give the Defending Party the sole right to control the defense and settle of the Claim. The Defending Party shall not enter into any settlement of a Claim against a Defended Party without the Defended Party's prior written consent unless: (a) there is no admission of fault of the Defended Party; (b) there is no injunctive or other non-monetary relief against the Defended Party; and, (c) the settlement includes the claimant's or plaintiff's release of the Defended Party from all liability in respect of the Claim.

7.4. **Exclusions to Infringement Claim Defense.** Itron will have no obligation under Section 7.2 above for any infringement Claim to the extent that the Claim results from (i) the combination, operation or use of any product or service provided by Itron with any product or service (including third-party software and equipment) not provided by Itron, (ii) any modification to products or services made without Itron's prior written consent, (iii) failure to use updated or modified products or services as provided by Itron, (iv) use of any release of Itron software or any firmware other than the most current release made available to Customer, or (v) use of products or services not in accordance with this Agreement and applicable Documentation, (vi) any modification to products or services by a person other than Itron or an authorized representative of Itron, or (vii) Itron's compliance with any designs, specifications, or instructions provided by Customer. In addition, Itron shall not be liable for enhanced or punitive damages that could have been avoided or reduced by actions within the control of Customer.

7.5. EXCLUSIVE REMEDY. THIS SECTION 7 CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THIRD PARTY CLAIMS BROUGHT AGAINST CUSTOMER.

8. Insurance.

Itron will maintain the following minimum levels of insurance (i) workers' compensation insurance for Itron employees equal to applicable statutory limits and an employer's liability policy in an amount not less than $1,000,000.00; (ii) an occurrence form commercial general liability policy or policies in an amount not less than $1,000,000 per occurrence and $2,000,000.00 aggregate; (iii) an automobile liability policy or policies in an amount not less than $1,000,000.00 combined single limit; and (iv) a professional liability policy or policies insuring against liability for errors and omissions covering professional activities contemplated under this Agreement in an amount not less than $1,000,000.00. Upon written request, Itron will provide Certificates of Insurance evidencing the coverage described, so long as Itron is providing products or services under this Agreement.

9. Data Protection.

The Parties must implement and establish reasonable security protocols for the protection and retention of Customer Data. As between Customer and Itron, Customer will retain its rights in Customer Data; provided, however, Customer hereby grants Itron a non-exclusive, royalty-free, perpetual, worldwide license to copy, modify, use, sublicense, distribute, display, create derivative works of all Customer Data for the purposes of (i) providing products and services to Customer, (ii) testing, troubleshooting, and optimizing performance and quality of Itron's products and services, and (iii) so long as Customer is not identifiable and all personally identifiable information is either removed or anonymized, developing new products and services. Itron assumes no responsibility for Customer or third-party content carried on Customer's or Itron's systems. Customer warrants and represents that, during the term of this Agreement, (a) it has the legal right and authority to grant Itron access to view, store, and use the Customer Data to provide products and services, and (b) Itron's transmission, use and storage of any such Customer Data in accordance with this Agreement will not violate any applicable laws or regulations or cause a breach of any agreement or obligation between Customer and any third-party.

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10. Confidentiality.

Each Party receiving, possessing, accessing or otherwise acquiring Confidential Information of the other Party acknowledges that the disclosing Party's Confidential Information is the property of and confidential to, or a trade secret of, the disclosing Party. The receiving Party: (a) must keep the disclosing Party's Confidential Information confidential and may not directly or indirectly disclose, divulge or communicate that Confidential Information to, or otherwise place that Confidential Information at the disposal of, any other person without the disclosing Party's prior written approval; (b) must take all reasonable steps to secure and keep secure all disclosing Party's Confidential Information coming into its possession or control; (c) may not disclose any Confidential Information to anyone other than the receiving Party's employees, agents, contractors or subcontractors and professional advisors who need to know such Confidential Information; and (d) must ensure that any person to whom it discloses Confidential Information in accordance with this provision is subject to binding confidentiality obligations that are at least as restrictive as those set forth in this Agreement. These obligations of confidentiality do not apply to any information that is required to be disclosed by any applicable law or regulation; provided, however, that the receiving Party must provide prior written notice of a request for such disclosure to the disclosing Party with as much notice as reasonably possible under the circumstances. Customer acknowledges that under Itron's obligations to comply with the U.S. Securities laws, Itron may be required to disclose the execution of this Agreement as part of its reporting requirements to the U.S. Securities and Exchange Commission and hereby consents to such disclosure.

11. Termination.

Either Party may terminate this Agreement by providing the other Party with written notice if the other Party (i) becomes insolvent, executes a general assignment for the benefit of creditors or becomes subject to bankruptcy or receivership proceedings, or (ii) commits a material breach of this Agreement that remains uncured for thirty (30) days following delivery of written notice of such breach. Any notice of breach must specify (a) the nature of the breach, and (b) the specific act or acts that the non-breaching Party contends would correct such breach. For the avoidance of doubt, Customer's failure to pay invoices timely will be deemed a material breach of this Agreement.

12. Survival.

The following sections of these General Terms & Conditions shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 1 (Introduction), 3 (Term), 4.2 (Itron Warranty Disclaimer), 5 (Intellectual Property), 6 (Fees), Invoicing, Payment and Taxes), 9 (Data Protection), 10 (Confidentiality), 11 (Termination), 12 (Survival), 13 (Limitation of Liability), 14 (Disputes), 15 (Governing Law and Venue), 16 (Jury Trial Waiver), 17 (Legal Compliance), 18 (Publicity), 20 (Sub-contractor and Outsourcer), 21 (Independent Contractor), and 22 (Miscellaneous). An Addendum or Order Document may also contain provisions that expressly survive termination or expiration of this Agreement or any Order Document or Statement of Work.

13. Limitation of Liability.

Except for Customer's violation of Itron's Intellectual Property Rights, neither Party will be liable to the other Party for any consequential, indirect, special, incidental, punitive or exemplary damages arising out of this Agreement or products or services provided hereunder (including, but not limited to, damages for loss of data, goodwill, profits other than amounts payable by Customer to Itron hereunder, investments, use of money or facilities; interruption in use or availability of data; stoppage of other work or impairment of other

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assets), whether or not foreseeable and even if such Party has been advised of the possibility of such damages. Except for Customer's payment obligations hereunder or violation of Itron's Intellectual Property Rights, neither Party's liability to the other Party arising out of or related to this Agreement or any products or services provided hereunder shall exceed the amounts paid and payable by Customer under the applicable Order Document or Statement of Work during the twelve month period immediately preceding the date upon which the liability arose, regardless of whether any action or claim is based on contract, warranty, indemnity, negligence, strict liability or other tort or otherwise.

14. Disputes.

Any dispute arising under this Agreement or relating to Itron products and services will be escalated to each Party's applicable project or business manager (each a "**Manager**"). The appropriate Manager will then notify the other Party's Manager of the issue and meet as soon as reasonable considering the nature and impact of the issue. If a dispute cannot be resolved by the Managers within a time period that is satisfactory to the Party raising the issue and, in any event, within fifteen (15) days after the initial referral, the Managers will refer the dispute to their respective vice presidents or equivalent. If such vice presidents cannot resolve the dispute within a time period that is satisfactory to the Party raising the issue and, in any event, within ten (10) days after such referral, either Party may pursue any other remedy available to it in law or equity. These dispute resolution procedures are not intended to be used for disputes concerning actual, alleged or threatened violations of a Party's Confidential Information or other Intellectual Property Rights, for which the Parties may immediately bring an action, including one seeking injunctive relief without posting a bond.

15. Governing Law and Venue.

16. JURY TRIAL WAIVER.

EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.

17. Legal Compliance.

Each Party must comply with all applicable laws. Itron's products and services delivered under this Agreement are subject to the U.S. Export Administration Regulations ("EAR"; 15 CFR part 730 et seq.) and any applicable laws and regulations of the particular country to which such items are shipped or received. Customer shall comply with all applicable export control laws and shall not cause, directly or indirectly, the export, re-export, or transfer of any such items or services to destinations or persons without obtaining any required prior authorization from the U.S. Government and any other applicable local authorities. Customer shall not do anything to cause Itron to violate such export control laws, including, but not limited to, requesting support for a product that has been unlawfully re-exported or requesting delivery of a product or service intended for a U.S. sanctioned region or person. Each party represents that it is not listed on a U.S. Government restricted party list for export control or trade sanctions purposes, and is not 50% or more owned, in the aggregate, by one or more restricted parties. Customer shall maintain any required export records related to Itron's products or services and make such records available to Itron upon request. The Parties must comply with all anti-bribery laws and may not make any payments or transfer any item of any value for the purpose of bribing any individual or group, or accepting or participating in any extortion, kickbacks, or other unlawful or improper means to obtain business related to this Agreement or products and services orderable under this Agreement.

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18. Publicity.

Neither Party may issue a press release related to this Agreement or their relationship without the other Parties' prior written consent. The Parties will create and approve for publication a press release announcing their relationship under this Agreement. Itron may use Customer's name and logo as a part of Itron's normal marketing materials.

19. Nuclear Applications.

Customer acknowledges that products and services orderable under this Agreement are not designed or intended for use in the design, construction, operation or maintenance of any nuclear facility.

20. Sub-contractor and Outsourcer.

Itron may hire, engage, or retain the services of one or more subcontractors and/or outsourcing providers to perform any or all of its obligations related to its product development, network operations, and/or any portion of services provided under this Agreement. Subcontractors and outsourcing providers that have access to Customer Data will be bound by written obligations of confidentiality and data security requirements as restrictive as those required under this Agreement.

21. Independent Contractor.

This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. The Parties are independent contractors. Neither Party has any authority to act on behalf of, or to bind the other to any obligation.

22. Miscellaneous.

(a) Neither Party will be responsible for any failure to perform due to any Force Majeure event. (b) If any provision of this Agreement is found to be unenforceable by a court of competent jurisdiction or arbitration panel, such provision will be deleted and the remaining terms will be construed so as to give maximum lawful effect to any such deleted terms. (c) Section numbers and captions are provided for convenience of reference and do not constitute a part of this Agreement. Any references to a particular section of this Agreement will be deemed to include reference to any and all subsections thereof. (d) The Parties agree that neither of them will be deemed the drafter of this Agreement and that no provision will be construed in favor of one Party on the ground that such provision was drafted by the other. (e) No waiver by either Party of any breach under this Agreement will constitute a waiver of any other breach. (f) This Agreement is not made for the benefit of any third parties. (g) All notices under this Agreement must be sent in writing to the addresses identified in this Agreement or to such other address as such Party has notified the other in writing, will be effective on the date received (unless the notice specifies a later date) and must be sent by a courier service that confirms delivery in writing, or by certified or registered mail, postage prepaid, return receipt requested. (h) This Agreement is in the English language only, which will be the governing language and controlling in all respects. All versions of this Agreement in any other language will be for accommodation only and are not binding upon the Parties. All communications and notices to be made or given pursuant to this Agreement must be in English. (i) Neither party may assign this Agreement or any of its rights hereunder without the other Party's prior written consent, except in connection with an acquisition of all or substantially all the stock or assets of such Party. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns, but any assignment in violation of this provision will be void. (j) This Agreement may be executed and delivered in counterparts, including by a facsimile or by scan and electronic transmission,

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each of which will be deemed an original. Any document generated by the Parties related to this Agreement may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. (k) This Agreement contains the complete and entire agreement between the Parties as to its subject matter, and replaces and supersedes any prior or contemporaneous communications, representations, or agreements, whether oral or written with respect to such subject matter. (l) This Agreement may not be modified except by mutual written agreement signed by the Parties' authorized representatives expressly modifying this Agreement. Electronic communications do not constitute a "written agreement" under this provision.

[Signature Page Follows]

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AGREED:

Itron, Inc.	**Town of Buckeye, Arizona**
DocuSigned by: Joel Vach D4BB7D03A21E4BB...	CA Williams
Signature	Signature
Joel Vach	CA Williams
Printed Name	Printed Name
VP-Tax and Corporate Treasurer	Manager, Constrction and Contracting
Title	Title
9/26/2020	Sep 16, 2020
Date	Date

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ATTACHMENT SCHEDULE

- **Equipment Addendum**
- **Maintenance & Support Services Addendum**
- **SaaS and Hybrid SaaS Addendum**
- **Software Addendum**

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EQUIPMENT ADDENDUM

1. **Relationship to General Terms and Conditions**. This Addendum is governed by the General Terms and Conditions and applicable Order Documents.

2. **Additional Definitions**. The following defined terms are in addition to those defined in the General Terms and Conditions:

   Equipment means Itron Equipment and Third Party Equipment.

   Firmware means the object code version of software embedded in Equipment.

   Itron Equipment means equipment listed on an Order Document for sale to Customer under this Agreement that is manufactured by or on behalf of Itron.

   Third-Party Equipment means equipment listed on an Order Document for sale to Customer under this Agreement that is not manufactured by or on behalf of Itron.

   Warranty Period means the Itron Equipment warranty period specified on the attached Itron Equipment Warranty Table, if no other applicable Warranty Period is specified in the Order Document, or the Warranty period set forth in the Order Document, if the Order Document specifies the applicable Warranty Period.

3. **Ordering Equipment.** Customer shall order Equipment by issuing a Purchase Order to Itron in accordance with this Agreement.

4. **Invoicing. Itron will invoice Customer for Equipment upon the date of shipment.**

5. **Ordering, Lead Time & Ship Date.** Scheduled shipping dates will be assigned by Itron as close as possible to Customer's requested date based on Itron's then-current lead times for the Equipment. Upon Customer's request, Itron will communicate current lead times. Itron will also communicate scheduled shipping dates in the order acknowledgment or on Itron's customer portal.

6. **Order Cancellation & Rescheduling.** Purchase Orders for Equipment may not be canceled or rescheduled by Customer, unless agreed to by Itron.

7. **Forecasts.** Each month Customer will provide Itron with a rolling, nonbinding, minimum 12-month forecast of Customer's anticipated Equipment demand.

8. **Shipment, Title & Risk of Loss.** For shipments within the United States, Itron will ship Equipment FOB Origin, production facility. Customer must pay for all costs associated with delivery of Equipment to the final destination. Title and risk of loss of Equipment will pass to Customer upon tender to the carrier at the production facility. For shipments outside the United States, Itron will ship Equipment FCA Origin (Incoterms 2010). Equipment will be delivered export cleared to Customer at the production facility. Customer will act as the Importer of Record (IOR) for Equipment and assumes all costs associated with delivery of Equipment to the final destination, including transportation after delivery to carrier and any licensing, certifications, permits, customs fees, import/local taxes, provincial/national tax, and value added tax related to importation of Equipment. Itron will provide all necessary information required for Customer to import Equipment. Title to and risk of loss for Equipment passes to Customer upon tender to the carrier at the production facility.

9. **Documentation.** Itron will make its standard Documentation for Itron Equipment available via download. Itron will provide Customer with download instructions.

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10. **Equipment Firmware.** The purchase of Itron Equipment includes a nonexclusive license under Itron copyrights to use Firmware in Itron Equipment. The license to any Firmware in Third-Party Equipment purchased by Customer through Itron shall be between Customer and the manufacturer of the Third-Party Equipment.

11. **Returns.** Except as provided in Section 12 below, Itron does not accept returns unless: (i) Itron shipped a product other than as specified in the Purchase Order, (ii) such product is unopened, and (ii) the product is returned in accordance with Itron's then current RMA policy and procedures.

12. **Itron Equipment Warranty.** Itron warrants solely to Customer that, during the Warranty Period, Itron Equipment will be free from defects in materials and workmanship and will conform in all material respects to the applicable Itron published specifications. As Customer's sole and exclusive remedy for a breach of the foregoing warranty, Itron will, at its option and expense: (i) repair or replace faulty Itron Equipment under warranty after it has been returned to an Itron-designated repair facility during the Warranty Period in accordance with Itron's then current RMA policy and procedures, (ii) provide Customer with a Firmware or software fix to correct the nonconformity, or (iii) if Itron determines (in its reasonable judgment) that it is unable to provide a remedy specified in item (i) or (ii) of this section, Itron will provide Customer with a depreciated refund of the purchase price for the applicable Itron Equipment. Customer will pay the cost of returning Itron Equipment to the Itron designated repair facility and Itron will pay the cost of returned repaired or replacement Itron Equipment to Customer. Customer is responsible for any labor costs associated with removal or reinstallation of Itron Equipment. Repaired and replacement Itron Equipment will be warranted for the remainder of the Warranty Period, or sixty (60) days from the ship date of the repaired or replaced Itron Equipment, whichever is longer. Additional warranty terms for specific Itron Equipment may be specified in the attached Itron Equipment Warranty Table.

13. Itron Equipment Warranty Exclusions. The above warranty and additional warranty terms in the attached Itron Equipment Warranty Table do not cover Itron Equipment in poor operating condition due to: (a) changes made to Itron Equipment without Itron's prior written consent; (b) use with cables, mounting kits, antennas, battery backups and other devices, third party software or firmware that Itron has not provided to Customer or approved in writing for use with Itron Equipment; (c) Customer's or a third party's misuse, abuse, negligence, or failure to install, test, handle or operate Itron Equipment in accordance with its Documentation; (d) a Force Majeure event; or (e) incorrect data, or data entry or output by Customer or a third party not under Itron's control. Additional warranty exclusions for specific Itron Equipment may be specified in the attached Itron Equipment Warranty Table. Customer may request that Itron repair Itron Equipment damaged by any of the foregoing; if Itron agrees to make such repairs, Customer may be charged additional Fees.

14. **Integration of Itron Equipment.** If Customer purchases Itron Equipment for integration into third-party devices or other third-party hardware, Customer must obtain warranty service for the Itron Equipment from the third-party integrated device provider.

15. **Third-Party Equipment Warranty.** Itron is not the manufacturer of the Third Party Equipment and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, quality, performance or non-infringement of Third-Party Equipment. Third Party Equipment shall be subject to any warranties provided by the Third Party Equipment manufacturer. Itron will pass through to Customer, or make commercially reasonable efforts to enforce on Customer's behalf, any warranties and remedies received from the Third Party Equipment manufacturer.

16. **Survival.** The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 1 (Relationship to General Terms and Conditions), 2 (Additional Definitions), 4 (Invoicing), 6 (Order Cancellation & Rescheduling), 8 (Shipment, Title & Risk of Loss), 10 (Equipment Firmware), 11 (All Sales are Final), 12 (Limited Itron

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Equipment Warranty), 13 (Itron Equipment Warranty Exclusions), 14 (Integration of Itron Equipment), 15 (Third-Party Equipment) and 16 (Survival).

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Itron Equipment Warranty table

<table>
<tr><th>Product or Repair</th><th>Warranty Terms and Additional Warranty Terms</th></tr>
<tr><td>100W and 100W+ series Water Module (including battery)</td><td>Each 100W and 100W+ series Water Module (including battery) receives a 20-year warranty consisting of 10 years of warranty coverage under Section 12 (Itron Equipment Warranty) followed by 10 years of discounts against replacement products, as described below:
Warranty Period: 10 years from date of shipment
Discount Period: If a 100W or 100W+ series Water Module (including battery) fails during the ten-year period following expiration of the applicable Warranty Period (the “Discount Period”), subject to applicable warranty exclusions under Section 13 (Itron Equipment Warranty Exclusions), Itron will provide Customer with a discount off Itron’s then-current list price for any available Itron water module to replace the failed 100W or 100W+ series Water Module (including battery) per the discounts set forth below:
<table>
<tr><th>Discount Period</th><th>Discount</th></tr>
<tr><td>Years 1 through 5</td><td>50%</td></tr>
<tr><td>Years 6 through 10</td><td>25%</td></tr>
</table>
Itron does not guarantee that replacement water modules will be backwards compatible.

Warranties on 100W and 100W+ series Water Modules shall be void if the module is used in connection with a third-party reading system that has not been approved by Itron in writing.</td></tr>
<tr><td>CAM</td><td>Warranty Period: 5 years from date of shipment</td></tr>
<tr><td>CENTRON and SENTINEL electricity meters</td><td>Warranty Period: 3 years from date of shipment</td></tr>
<tr><td>Intelis Gas Meter</td><td>Warranty Period: 3 years from date of shipment</td></tr>
<tr><td>OpenWay Riva Leak Sensor</td><td>Warranty Period: 5 years from date of shipment.</td></tr>
<tr><td>OpenWay Riva Water Module (including battery)</td><td>Each OpenWay Riva Water Module (including battery) receives a 20-year warranty consisting of 10 years of warranty coverage under Section 12 (Itron Equipment Warranty) followed by 10 years of discounts against replacement products, as described below:
Warranty Period: 10 years from date of shipment
Discount Period: If a OpenWay Riva Water Module (including battery) fails during the ten-year period following expiration of the applicable Warranty Period (the “Discount Period”), subject to applicable warranty exclusions under Section 13 (Itron Equipment Warranty Exclusions), Itron will provide Customer with a discount off Itron’s then-current list price for any available Itron water module to replace the failed OpenWay Riva Water Module per the discounts set forth on the following page:</td></tr>
</table>

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<table>
<tr><td></td><td>
<table>
<tr><th>Discount Period</th><th>Discount</th></tr>
<tr><td>Years 1 through 5</td><td>50%</td></tr>
<tr><td>Years 6 through 10</td><td>25%</td></tr>
</table>
Itron does not guarantee that replacement water modules will be backwards compatible.

Warranties on OpenWay Riva Water Module shall be void if the module (1) is used in connection with a third-party reading system that has not been approved by Itron in writing, (2) is configured to other than factory default network settings of 60 minutes of interval data, three network transmissions per day, or (3) exceeds 5 firmware downloads over the life of the product.
</td></tr>
<tr><td>METRIS Meters and I-250 Meters</td><td>Additional Warranty Terms: Itron warrants that eighty five percent (85%) or more of the METRIS Meters and I-250 Meters shipped to Customer during any calendar year will be free from defects in materials and workmanship such that they maintain set point calibration that is within two percent of their original factory set point calibration (open and check) (“Calibration Warranty”). The foregoing Calibration Warranty is valid until the earlier of (i) 15 years from shipment to Customer of the METRIS Meter and I-250 Meter for which warranty coverage is sought, (ii) the measurement of more than one million cubic feet of gas measured by such meter, or (iii) until such meter is replaced by Customer in connection with a periodic meter change-out.</td></tr>
<tr><td>Repairs or updates for out-of-warranty electricity meters</td><td>Additional Warranty Terms: Itron shall perform the repairs or updates with reasonable care and in a diligent and competent manner. Itron's sole obligation in connection with repair or update failures shall be, at its option, to correct or re-perform repairs/updates or refund to Customer the amount paid for the repairs/updates. Customer must report any deficiencies in repair work to Itron in writing within 90 days of shipment to receive the remedies described herein</td></tr>
<tr><td>Socket Based Router, Pole Mounted Router, and Routing Node</td><td>Additional Warranty Terms: Itron shall perform the repairs or updates with reasonable care and in a diligent and competent manner. Itron's sole obligation in connection with repair or update failures shall be, at its option, to correct or re-perform repairs/updates or refund to Customer the amount paid for the repairs/updates. Customer must report any deficiencies in repair work to Itron in writing within 90 days of shipment to receive the remedies described herein.</td></tr>
<tr><td>All other Itron Equipment not listed above</td><td>Warranty Period: 1 year from date of shipment.</td></tr>
</table>

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MAINTENANCE & SUPPORT SERVICES ADDENDUM

1. **Relationship to General Terms and Conditions**. This Addendum is governed by the General Terms and Conditions and applicable Order Documents.
2. **Additional Definitions**. The following defined terms are in addition to those defined in the General Terms and Conditions:
   Annual Adjustment means Itron's annual price increase.

   Annual Fees means the annual fees identified in an Order Document for each category of Covered Product, plus the Annual Adjustment, if any.

   Client Services Guidelines Documents means the following documents as they may be updated by Itron from time to time: "Product Contact Information Sheet", "After Hours Support", "Itron Equipment Repair Center Locations", and "Working Effectively with Itron Global Services". Copies of the Client Services Guidelines Documents may be obtained by calling (877) 487-6602 or such other number or process provided by Itron to Customer.

   Covered Equipment means Itron equipment identified as "Covered Equipment" in an Order Document.

   Covered Products mean Covered Software, Covered Equipment and Third Party Covered Products.

   Covered Software means Itron software identified as "Covered Software" in an Order Document.

   Error means a material failure of Covered Software to comply with applicable published Itron specifications.

   Fix means a correction or workaround for an Error.

   Global Support Services means those support services provided by Itron technical representatives via telephone, email, website or other means to assist Customer's Primary Service Contacts with questions or issues related to the operation of Covered Products.

   Improvement means an update, modification, enhancement and/or extension to Covered Software functionality that is included in a Software Release.

   M&S Commencement Date means the date upon and after which a Covered Product will be entitled to receive Maintenance Services, which unless otherwise provided in the applicable Order Document, will be as follows: on premise Covered Software: first day of month following date Covered Software is made available to Customer; Covered Software provided as Software-as-a-Service or Hybrid SaaS subscription: the earlier of (1) validation of Software-as-a-Service implementation by Itron pursuant to the applicable Statement of Work, or (2) sixty (60) days after completing application system setup; Covered Equipment: end of warranty period; and Third Party Covered Equipment: per applicable third-party terms and conditions.

   Maintenance Billing Cycle means a period of one year beginning on the Effective Date or any anniversary thereof.

   Maintenance Services means services provided under this Addendum.

   Operating Condition means performance in accordance with applicable published Itron specifications.

   Primary Services Contacts means Customer's primary support staff who provides internal support to Customer's operations personnel and who are key interface to Itron for all Maintenance Services.

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Service Levels means the defined level of impact and associated response time, effort level, and escalation path procedures and guidelines described in Attachment A-1 to this Addendum.

Software Release means a collection of Fixes and / or Improvements made available by Itron to Customer.

Service Request means an Itron tracked Customer request for Global Support Services.

Third Party Covered Products means third-party equipment and third-party software identified as "Third Party Covered Products" in an Order Document.

3. End of Support.

Itron may discontinue Maintenance Services for any Covered Equipment or Covered Software, effective as of the end of the applicable Maintenance Billing Cycle, by giving Customer written notice of such discontinuance no less than one hundred eighty (180) days prior to the end of such Maintenance Billing Cycle. The end of support date for a Third Party Covered Product shall be the date specified by the applicable third-party service provider, which date will be promptly communicated by Itron to Customer following the date of receipt.

If the end of support date is scheduled within a subsequent Maintenance Billing Cycle, Annual Fees for that subsequent Maintenance Billing Cycle will be pro-rated through the end of support date. At Customer's request, or as defined in a related SaaS addendum / Order Document, Itron may elect to provide custom support for products for which Maintenance Services have been discontinued at Itron's then-current rates. Unless otherwise agreed by the Parties in accordance with the foregoing sentence, Itron shall have no obligation to provide Maintenance Services with respect to Covered Products for which Itron has discontinued Maintenance Services.

Periodically, Itron will make available product plan publications, including product information letters (PIL), product newsletters or written technology roadmaps which outline Itron's general plans for continued support and end of support of applicable Covered Products. Product publications are used as general guidelines for Customer communications and planning, which may be updated from time to time.

4. Principal Services Contacts.

4.1. **Designation by Customer.** Customer shall designate a minimum of one and not more than two Primary Services Contacts for each Covered Product line, to serve as administrative liaisons for all matters pertaining to Maintenance Services for such Covered Product line and shall provide their contact information to Itron's customer account representative. Primary Services Contacts shall promptly report problems with Covered Products by submitting a Service Request for entry into Itron's support tracking system. Although it is Customer's sole right to choose its Primary Services Contacts, Customer and Itron acknowledge that each Primary Services Contact must have the appropriate technical skills and training for the position. If Customer replaces a Primary Services Contact, Customer will provide updated contact information to Itron's customer account representative, and the new Primary Services Contact will be properly trained prior to interfacing with Itron support personnel.

4.2. **Training of Principal Services Contacts.** Before a Primary Services Contact interfaces with Itron support personnel, he/she will attend training sessions offered by Itron, an Itron-approved trainer, or Customer's training program approved by Itron to ensure that the Primary Services Contact is (i) knowledgeable about operation of the applicable Covered Products, and (ii) qualified to perform problem determination and remedial functions with respect to such Covered Products. Customer may perform Itron-approved training or may engage Itron to perform training of Primary Services Contacts at Itron's then current rates. Itron will make training sessions available by remote video conference or training will be made available at a location or in a manner mutually agreed by the Parties. Customer shall be responsible for all Customer's associated travel-related expenses and,

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if the Parties agree that training will be provided at a location other than an Itron-designated facility (e.g., at a Customer-proposed facility), Customer will also reimburse Itron's travel-related expenses. The Primary Services Contacts must have the skills and capabilities to train other Customer personnel on Covered Products. Itron may update Covered Product training from time to time and, upon receiving notice of such updates from Itron, Customer shall promptly provide such training to its Primary Services Contacts in accordance with this Section.

5. Global Support Services & Service Requests.

5.1. **Global Support Services.** Itron will make support representatives available to provide technical support during its then current normal business hours as set forth in the Product Contact Information Sheet included within the Client Services Guidelines Document. Global Support Services include troubleshooting & problem diagnosis relating to Covered Products; release or system management consulting; and recommendations for fully utilizing Covered Products. Customer acknowledges and agrees that Global Support Services are not intended as a substitute for training of Customer personnel, field support, or Itron professional services. Nor will Customer use Global Support Services in lieu of having qualified and trained support personnel of its own.

5.2. **Service Request Process.** Customer shall submit Service Requests in the manner required by the Client Services Guidelines Documents and Service Levels. Customer may submit Service Requests on a 24/7/365 basis and Itron will respond to such Service Requests in accordance with the Service Levels. When Customer submits a Service Request, Customer will reasonably assess its urgency according to the appropriate Severity Level in Attachment A-1 to this Addendum. Itron will designate the initial Severity Level and the Parties will resolve any perceived gap regarding the Severity Level designation as soon as is reasonably practical.

5.3. **Field Support.** At Customer's request, and Itron's approval, Itron will dispatch support personnel to Customer's location to provide onsite Global Support Services ("*Requested Field Support*") related to a reported problem which cannot be addressed remotely. Requested Field Support will be billed at Itron's then-current rates, and Customer will reimburse Itron's travel-related expenses, unless the cause of the reported problem is found to be the fault of Itron.

6. Itron Software Maintenance.

6.1. **Scope.** Software Maintenance Services covers its associated Covered Software sold as any of the following: (i) on premise software license, and (ii) Software-as-a-Service or SaaS Hybrid subscription for software residing in the Itron cloud.

6.2. **Modifications.** Itron may modify or replace Covered Software so long as such modifications or replacements do not eliminate key, documented functionality provided by the most current System Release.

6.3. **Fixes.** Itron shall provide Fixes in accordance with the Service Levels. Itron's obligations with respect to Service Levels are contingent upon Customer (i) devoting the same level of effort to resolving the Error as is required of Itron, (ii) responding to requests made by Itron within the applicable Response Time, (iii) assigning only qualified personnel to help Itron address the Error, and (iv) providing all information, access, and assistance reasonably requested by Itron to address the Error.

6.4. **Improvements.** Itron shall provide Improvements, if any, at no charge to Customer if such Improvements are made within the current product specifications and are made available to Itron customers generally at no charge. Improvements released as new add-on modules and not part of the products original specifications, may require additional licensing and support fees and will be made available at Itron's then current rates.

6.5. **Software Releases.**

6.5.1. **Release Numbering Convention**. Upgrades, Fixes and/or Improvements are made available to customers through periodic Software Releases. For informational purposes, Itron's current practice (which may be changed by product, at any time in Itron's discretion) is to provide Software Releases using the numbering guideline, "X.X.X.X"

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6.5.2. The first place, "**X**.X.X.X", in Itron's numbering convention refers to a "**Major Release",** or "System Release", which consists of a new version of Covered Software. A Major Release may include architectural changes, Improvements, Fixes and / or interfaces to new functional modules or platforms. A Major release may require infrastructure or component updates which affect compatibility with previous release versions.

6.5.3. The second place, "X.**X**.X.X", in Itron's numbering convention refers to a "**Minor Release**, which is an update to a current Major Release. A Minor Release may include consolidation of previous Service Packs, Improvements, Fixes, platform / 3rd party updates. Minor Release are provided to Itron customers on a regularly scheduled basis.

6.5.4. The third place "X.X.**X**.X", in Itron's numbering convention refers to a "**Service Pack**, which is an update to specific modules found in a current Major Release. A Service Pack may include Fixes to Severity 1 - Severity 4 issues for a specified Minor or Major Release.

6.5.5. The fourth place, "X.X.X.**X**", in Itron's numbering convention refers to a "**Hot Fix**," which is an un-scheduled release provided to one or more customers as a short-term, temporary fix to a critical Severity Level 1 Error. While not utilized by all Itron software product lines, Hot Fix releases are not made available to Itron customers generally but may be included in the next scheduled Minor Release or Service Pack for general release.

6.6. **Support for On Premise Itron Enterprise Edition and OpenWay Software**. Itron will only provide Maintenance Services for on premise Itron Enterprise Edition and OpenWay software if Customer: (i) pays the applicable fees for such Maintenance Services, (ii) tests and installs Service Pack Releases associated with the Major or Minor Release in use by Customer within twelve (12) months of such Service Pack Releases being made available to Customer, and (iii) tests and installs the latest Major or Minor Releases within twenty-four (24) months to thirty-six (36) months of such Software Release being made available by Itron.

6.7. **Support for Other On Premise Covered Software.** Itron will only provide Maintenance Services for other on premise Covered Software if Customer: (i) pays the applicable fees for such Maintenance Services, and (ii) tests and installs Major, Minor and Service Pack Releases within twelve (12) months of such Software Releases being made available by Itron.

6.8. **Support for SaaS or IaaS.** Itron will only provide Maintenance Services for Covered Software sold as a Software-as-a-Service or Hybrid SaaS subscription if Customer: (i) is current on all applicable fees for such Software-as-a-Service or SaaS Hybrid subscription and related Maintenance Services, and (ii) tests a Release as installed by Itron either in Customer's production Software-as-a-Service or Hybrid SaaS environment, or in Customer's funded non-production Software-as-a-Service or Hybrid SaaS environment, prior to Customer's full production use of the Release.

6.9. **Support for Unsupported Itron Software**. At Customer's request, Itron may elect to provide Maintenance Services for an unsupported Software Release at its then-current rates.

6.10. **Mandatory Revisions**. Customer must install all on premise Mandatory Revisions. "Mandatory Revisions" are releases intended to address an Error, a material security breach, or a third-party infringement claim or suit of any kind. ITRON DISCLAIMS ALL LIABILITY RELATED TO OR ARISING OUT OF CUSTOMER'S FAILURE TO INSTALL AN ON PREMISE MANDATORY REVISION IN A TIMELY FASHION.

6.11. **Installation Services for On Premise Software Releases**. Maintenance Services for on premise Covered Software includes the following Software Release installation services: limited, remote consulting support, during standard business hours, for Covered Software on Itron-approved server configurations for one production server and one non-production server (test, training, or back-up – for example) owned / operated by Customer. At Customer's request, Itron may provide on premise Software Release installation services for System Releases or Service Packs on current certified production servers, additional production servers or nonproduction

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servers, at its then-current rates. Itron will install Releases to Covered Software sold as a Software-as-a-Service or Infrastructure-as-Service subscription in accordance with the applicable terms and conditions for such services.

6.12. **Restoring Software to Maintenance Services.** If Customer declines or discontinues Maintenance Services and thereafter wishes to resume such Maintenance Services for the most recent Software Release of that Covered Software, Customer shall, prior to receiving Maintenance Services, notify Itron in writing of its request for Maintenance Services and pay Itron's then-current re-initiation fee, which shall not exceed an amount equal to all Annual Fees that would have been invoiced for the applicable Covered Software if Customer had not elected to decline or discontinue Maintenance Services for that Covered Software, plus a five percent (5%) markup, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle.

6.13. **Exclusions.** Itron shall have no obligation to provide Maintenance Services for, or liability to Customer for Covered Software adversely affected by (i) use of Covered Software by anyone other than Itron in combination with software, equipment, or communications networks not referenced in the Documentation as being compatible with the Covered Software; (ii) modification or recompiling of Covered Software or Covered Software installation instructions / installation scripts or database schema scripts, or improper installation of a Release, by anyone other than Itron, (iii) failure to perform customer responsibilities describe in this Addendum, (iv) use of an unsupported version of Covered Software by anyone other than Itron; (v) Customer's failure to implement an on premise Mandatory Revision; (vi) maintenance and/or support of Covered Products other than by Itron; or (vii) viruses introduced through no fault of Itron.

6.14. **Documentation and Backup.** Itron will make an electronic copy of the Documentation available to Customer at no additional charge via physical media or download access. Itron will also maintain a copy of its most recent supported version of executable on premise Covered Software to be made available to Customer or installed by Itron as necessary in the event of corrupted or inoperative on premise Covered Software. Said copy of executable on premise Covered Software or Third-Party software does not relieve Customer of its responsibility to backup and managed its on-premise software installation as part of ongoing system operation.

6.15. **Customer Responsibilities.** The provision of Maintenance Services for Covered Software by Itron assumes that Customer will facilitate such services as follows:

6.15.1. **Service Requests**. Customer will support Itron investigation and restoration efforts as defined in the Service Level table and will act upon / implement support solutions and workarounds recommended by Itron in a timely fashion. When escalating a Service Request with Itron, Customer's Primary Service Contact shall collect and provide all data logs, findings, analysis, and any relevant forensic information pertaining to the issue as outlined in Client Services Guideline Documents.

6.15.2. **Data Review.** If Itron determines that it is necessary to evaluate Customer data to reproduce error conditions not reproducible with Itron's standard test data sets, Customer will provide Itron with reasonable access to such data. Itron shall not be liable for any delay or failure to resolve the problem if access to such Customer data is denied to Itron.

6.15.3. **Installation and Upgrades.** Customer will engage Itron Global Support Services or their Itron account team for any on premise Covered Software installations and upgrades which require support beyond that provided herein.

6.15.4. **Remote Access.** Customer is responsible for supporting necessary remote access to on premise Covered Software by Itron support personnel assigned to provide Maintenance Services for purposes of remote diagnosis and troubleshooting of on premise Covered Software. Itron shall not be liable for any delay or failure to resolve a problem if remote access to on premise Covered Software is denied to Itron.

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6.15.5. **System Configuration, Operation and Maintenance.** Customer is responsible for the configuration, operation, and maintenance of equipment, system peripherals, operating system, and data communications environment associated with on premise Covered Software. These activities include but are not limited to checking audit logs, clearing discovered exceptions, and performing daily, weekly, and monthly operational tasks and systems responsibilities. Customer is responsible for any change made to Customer's software system, operating system, database or network configuration or any change to installation procedures, scripts, or any other provisions that materially affect the usability or operation of on premise Covered Software. Customer will consult with Itron prior to making any material changes that may affect the installation or operation of on premise Covered Software.

6.15.6. **Network Administration.** Customer is responsible to monitor and maintain, repair, replace and upgrade its local, and wide area network components (if any)—including network servers, network clients, network hubs, routers, modems, and other software components necessary for efficient and reliable network operations associated with on premise Covered Software—to ensure continued conformance with the applicable published Itron specifications. In addition, Customer is responsible to administer related host names, Internet Protocol addresses, network interfaces, access, security, communications, and equipment and software version control.

6.15.7. **Database Administration.** Customer is responsible to administer the agreed upon database(s) associated with on premise Covered Software, including hardware and software components, in accordance with the Documentation, which administration shall include, monitoring the database server, backing up electrical power sources, and configuring and administering of database schema, application interfaces, networking operating system, communications, and file transfer software. Customer is responsible to maintain database files (e.g., truncate, cleanup, and delete files consistent with industry standard practices) and perform regular data backup and data archiving

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7. Itron Equipment Maintenance.

7.1. **Preventive and Corrective Maintenance.** Upon receipt of an item of Covered Equipment, Itron shall (i) perform preventative Maintenance Services necessary to maintain the Covered Equipment in Operating Condition, and (ii) diagnose and correct any failure in the Covered Equipment as necessary to meet Operating Condition, excluding minor cosmetic deficiencies such as blemishes, dents or scratches.

7.2. **Maintenance Procedures.** Customer shall initiate a request for Maintenance Services for Covered Equipment by delivering the Covered Equipment to the applicable Itron Certified Repair Center identified on the Itron Equipment Repair Table. Return of Covered Equipment shall be at Customer's expense and in accordance with Itron's then-current Return Material Authorization ("RMA") procedures. Upon receipt of Covered Equipment (with the required information) under Itron's RMA procedures, Itron shall assess the item to determine (a) whether it is in fact Covered Equipment and (b) whether the maintenance requested is included within the Maintenance Services ordered by Customer and not otherwise excluded from coverage. If the returned equipment is determined to be Covered Equipment and the maintenance requested is included in the Maintenance Services ordered by Customer, Itron shall provide the applicable Maintenance Services and return the item of Covered Itron Equipment to Customer at Itron's expense within the applicable turnaround time identified on the Itron Equipment Repair Table. If Itron determines that returned equipment is not Covered Equipment or is excluded from the Maintenance Services ordered by Customer, then Itron will proceed in accordance with the estimation fees section below.

7.3. **Exclusions.** Covered Equipment Maintenance Services do not include repairs related to: (i) damage due to accident, abuse, misuse, inadequate maintenance, problems caused by electrical

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power surges or acts of God outside of the tolerances set forth in the applicable published Itron specifications; (ii) service or repair processes (including installation or de-installation of equipment, parts, or firmware/software) not performed or authorized by Itron; (iii) use of parts, configurations or repair depots not certified or authorized by Itron; or (iv) Customer's failure to perform material Customer responsibilities in accordance with this Addendum, including caring for Covered Equipment in accordance with applicable Documentation.

7.4. **Estimation Fees.** Itron will provide Customer with a price quote for the estimated cost (including current inspection fees), including labor, materials and shipping, for any repairs to equipment that are requested, which Itron determines are excluded from or not included within the Maintenance Services ordered by Customer. If Customer elects not to proceed with the requested repair, Itron will return the item of equipment at Customer's expense and Itron may charge Customer its then-current inspection fee.

7.5. **Adding/Restoring Equipment to Maintenance Services.** Following the Effective Date, additional Covered Equipment purchased by Customer, of a similar type and model already covered under this Addendum, shall automatically be deemed to be Covered Equipment following the M&S Commencement Date. If Customer declines or discontinues Maintenance Services for any Covered Equipment and thereafter wishes to add or restore such equipment as Covered Equipment, Itron may, prior to such equipment being included as Covered Equipment, inspect such equipment at Itron's then current rates to determine whether it is in Operating Condition and/or charge Itron's then current re-certification fee, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle (the "Re-initiation Costs"). At Customer's request, Itron will provide Customer with a quote for estimated Re-initiation Costs for equipment that Customer wishes to add or restore as Covered Equipment under this section.

7.6. **Equipment Responsibilities**. Itron shall make available, and Customer shall obtain, a copy of the Documentation for Covered Equipment and Customer will be responsible to perform preventive maintenance for each such item in accordance with such Documentation. Customer shall also keep accurate records of Covered Equipment serial numbers and locations to assist Itron with performing Maintenance Services

8. **Fees and Invoicing.** As compensation for the Maintenance Services, Customer shall, in advance, pay to Itron Annual Fees for each Maintenance Billing Cycle in which it receives Maintenance Services. Itron shall invoice Customer for Maintenance Services to be provided during the first Maintenance Billing Cycle as soon as practicable following the Effective Date. For Maintenance Services provided during any subsequent Maintenance Billing Cycle, including Maintenance Services for newly purchased or licensed Covered Products, Itron shall provide Customer with a renewal notice at least 120 days prior to the commencement of each Maintenance Billing Cycle. Customer may discontinue Maintenance Services for any Covered Product(s) by providing Itron with written notice of non-renewal for such Covered Product(s) no less than 90 days prior to the commencement of any subsequent Maintenance Billing Cycle. Otherwise, approximately 20 days prior to the commencement of each subsequent Maintenance Billing Cycle, Itron shall provide Customer with an invoice for Annual Fees payable by Customer for the forthcoming Maintenance Billing Cycle. Itron may, in its discretion, invoice Customer for Maintenance Services for a Covered Product that is added during any Maintenance Billing Cycle as soon as such Maintenance Services have been added (at a prorated amount) or at the beginning of the next Maintenance Billing Cycle. The Annual Fee for any partial Maintenance Billing Cycle (i.e., for Covered Products with a Maintenance Commencement Date or an increase in the applicable Annual Fees that falls after the beginning of the Maintenance Billing Cycle) shall be prorated based on the applicable M&S Commencement Date or Annual Fee increase date and the remaining number of months Customer is to receive Maintenance Services during such Maintenance Billing Cycle.

9. **Support for Third Party Products.** Itron shall provide first tier Global Support Services for Third Party Covered Products by handling all Customer inquiries, attempting to identify the component involved in the problem and obtaining appropriate documentation of such inquiry or problem. In addition, Itron shall make commercially reasonable efforts to facilitate Customer's receipt of maintenance and support

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for such Third-Party Covered Products consistent with the third-party maintenance terms identified on the applicable Order Document. Notwithstanding anything else to the contrary, Itron's sole obligation under this Addendum with respect to Third Party Covered Products shall be as set forth in this section.

10. **Survival.** The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: Section 3 (End of Support), 6.7 (Exclusions), 7.4 (Exclusions), Section 8 (Fees and Invoicing) and 10 (Survival).

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Attachment 1 to Maintenance & Support Services Addendum

– Software Maintenance & Support Service Levels –

Severity Level	Response Times	Effort Level and Restoration	Escalation
Severity Level 1* **Business Impact: Critical Impact / System Down.** A Production System Error for which there is no work-around, which causes Covered Software Product or a critical business function / process of said product to be unavailable such that system operation cannot continue. **Example:** a) Billing cannot be completed, b) Major documented function not working c) System hung or completely down	During regular business-hours Itron will begin the Service Request process during Customer's initial call. During after-hour periods, Itron will respond to a critical support voice messages within 15 minutes by a return call to Customer, to validate receipt of the critical support call and begin the Service Request process. Following the start of the Service Request process Itron will respond to Customer's Service Request within two (2) business hours with an investigation response. Itron will update Customer at three (3) hour intervals during each day the Service Request remains unresolved, or as otherwise agreed by the Parties. Customer will respond to an Itron inquiry or request within three (3) hours.	Itron will make diligent efforts on a 24x7 basis, or as otherwise agreed by the Parties, to: i) restore Covered Software with a change to eliminate root cause, ii) provide a workaround which restores Covered Software and downgrades the Severity Level to S2, S3, S4. Customer Support Staff must be available 24x7 to work cooperatively with Itron continuously until such time restoration is achieved.	An unresolved Service Request shall be escalated to Itron management as follows: **After 30 minutes:** Technical Customer Support Team Lead **After 8 hours**: Manager, Technical Client Services **After 16 hours**: Director, Global Support Services **After 48 hours**: Service Request. Vice President, Services and Delivery **After 72 hours**: President, Itron

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Severity Level	Response Times	Effort Level and Restoration	Escalation
Severity Level 2* **Business Impact: Major impact, degraded Operation**. An Error other than a Severity Level 1 Error, for which there is no work-around, which degrades or limits operation of major system functions causing Covered Software to miss required business interface or deadlines. Covered Software remains available for operation but in a highly restricted fashion. **Example:** a) Billing cannot be complete on time, b) Major function is operating outside documented timing / term c) Covered Software operating slow, missing data, data delivery, daily mission.	During regular business-hours Itron will respond to Customer regarding Service Request within one (1) business day. While Service Request remains unresolved, Itron will update the Customer and the Service Request at least every other business day, or as otherwise agreed by the parties. Customer will respond to an Itron inquiry or request within one (1) business day.	Itron will make diligent efforts during normal business hours to: i) restore Covered Software with a change to eliminate root cause, ii) a workaround which restores Covered Software and downgrade the Severity Level to S3, S4.	An unresolved Service Request shall be escalated to Itron management as follows: **After 1 hours:** Technical Customer Support Team Lead **After 8 hours**: Manager, Technical Client Services **After 24 hours**: Director, Global Support Services **After 30 Days**: Vice President, Services and Delivery

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Severity Level	Response Times	Effort Level and Restoration	Escalation
Severity Level 3** **Business Impact: Minor Business Impact, compromised operations.** An Error other than a Severity Level 1 or Severity Level 2 Error that has moderate impact on use of or access, with low business impact, but no preventing Customer from performing daily activities. Example: The Service Request affects use by Covered Software users, allowing Customer's functions to continue to meet daily business needs.	During regular business-hours Itron will respond to Customer regarding Service Request within two (2) business days. While Service Request remains unresolved, Itron will update the Service Request weekly, or as otherwise agreed by the parties. Customer will respond to an Itron inquiry or request within two (2) business days.	Itron will work during normal business hours to: i) restore Covered Software with a change to eliminate root cause, ii) a workaround which restores Covered Software and downgrades the Severity Level to S4.	

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Severity Level	Response Times	Effort Level and Restoration	Escalation
Severity Level 4 **Business Impact: Standard Operations intact**. A low or no-impact Error other than a Severity Level 1, Severity Level 2 or Severity Level 3 Error, or a request for enhancement / new functionality Example: Generally, a cosmetic Error or an Error which does not degrade Customer's use of the product or system.	During regular business-hours Itron will respond to Customer regarding Service Request within three (3) business days.	Itron GSS Management Team will make commercially reasonable efforts during normal business hours to understand the Service Request and provide applicable recommendations as to when a Fix may be schedule in a future release, or how to proceed with a formal enhancement request to Itron's product and delivery teams.	

* Severity Level 1 and Severity Level 2 must be reported by phone to insure they are addressed under the appropriate severity level response process. Service Requests entered by email or Web access are generally addressed as a Severity Level 3.

** Service Request opened on Non-production servers / environments are entered as a Severity Level 3.

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SAAS AND HYBRID SAAS ADDENDUM

1. **Relationship to General Terms and Conditions.** This Addendum is governed by the General Terms and Conditions and applicable Order Documents (collectively, "the Agreement").

2. **Definitions.** The following defined terms are in addition to those defined in the General Terms and Conditions:

   "Application Availability" means the total number of minutes in a calendar month that the Software is available via (a) a web browser client and (b) web services interface. A determination of availability will be based on 24x7 accessibility, less any exclusions set forth in the Addendum. This metric will be measured by simulating a login to the Software with a valid username/password. This measures the availability of the hosted environment by exercising all three tiers of the application (i.e., "Presentation Layer", "Application Tier", and "Database").

   "**Commencement Date**" means the earlier of (1) validation of Software-as-a-Service implementation by Itron pursuant to the applicable Statement of Work, or (2) seven (7) days after completing application system setup and the customer has been provided valid access credentials.

   "**Documentation**" means an electronic version of the then-current Software user manuals Itron customarily provides to its customers and any training materials provided under this Addendum.

   "Minimum Subscription Term" means the minimum number of annual Subscription Terms that Customer is required to subscribe to, which shall be three (3) years from the Commencement Date unless otherwise stated in the applicable Order Document or Pricing Summary.

   "One-Time Setup Fee" means the one-time setup fee for Software-as-a-Service identified in the applicable Order Document or Pricing Summary for each Software application.

   "**Recovery Point Objective**" or "**RPO**" means the maximum tolerable time period which data might be lost from production Software applications due to a service interruption event.

   "**Recovery Time Objective**" or "**RTO**" means the duration of time allowing for the execution of all failover processes required to return access, connectivity, functionality, and operation of production Software applications to Customer following declaration of a disaster event.

   "Subscription Fee" means the annual fee for Software-as-a-Service identified in the applicable Order Document or Pricing Summary for each Software application.

   "Subscription Term" means an annual subscription to Software-as-a-Service.

   "**Server(s)**" means the physical machine or computer on which Software will be installed.

   "**Software**" means the object code versions of Itron's proprietary software and third party software provided under this Addendum and identified in an Order Document. Software includes any third party software embedded in Itron's proprietary software. Software is only provided in electronic form.

   "**Software-as-a-Service**" or "**SaaS**" means the service where Itron hosts or provides access to Software on Itron Servers at an Itron data center.

3. **Software.**

   3.1. **Software-as-a-Service.** Subject to Customer's compliance with the Agreement and payment of all applicable fees, Itron hereby grants to Customer, for the Subscription Term(s) purchased, a non-exclusive, non-transferable, non-assignable, limited right to access and use, for its internal business purposes, the Software-as-a-Service, and any related Documentation.

   3.2. **Restrictions on Use**. Customer and its authorized users may not: (a) modify, translate or create derivative works of any Software; (b) copy, reproduce, distribute, republish, download, display,

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post or transmit any portion of the Software in any form or by any means; (c) sell, assign, transfer, lease or sublicense any Software or Software-as-a-Service; (d) allow any third party, other than authorized users, to access any Software or Software-as-a-Service without Itron's prior written consent; (e) use any Software or Software-as-a-Service to provide processing services to third parties, or otherwise use any Software or Software-as-a-Service on a "service bureau" or "timesharing" or subscription basis; (f) reverse engineer, disassemble, decrypt, extract or otherwise reduce any Software or Software-as-a-Service to a human perceivable form or otherwise attempt to determine the source code or algorithms of any Software or Software-as-a-Service (except to the extent the foregoing restriction is expressly prohibited by applicable law); (g) infringe any of Itron's intellectual property rights; (h) publicly publish the results of any benchmark tests run on any Software or Software-as-a-Service; (i) use any Software or Software-as-a-Service to engage in any fraudulent, illegal or unauthorized act; (j) introduce into or transmit through any Software or Software-as-a-Service any material containing software viruses, worms, trap doors, back doors, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (k) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of Itron's intellectual property rights, whether such notice or indications are affixed on, contained in or otherwise connected to the Software or Software-as-a-Service; (l) attempt to gain unauthorized access to the Software-as-a-Services or Itron's systems or networks; (m) merge any Software or Software-as-a-Service with any other product or service without Itron's prior written consent and the payment of any additional Fees; or (n) access or use the Software-as-a-Service in order to build or support, and/or assist a third-party in building or supporting, products or services competitive to Itron.

3.3. **Content Restrictions**. Customer may not distribute, download, or place on any Itron website or Server or use with Software or any Software-as-a-Service, any content that: (a) Customer knows or has reason to believe infringes the intellectual property rights of any third party or violates any rights of publicity or privacy; (b) violates any applicable law, statute, ordinance; (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; or (d) is obscene, pornographic or indecent (items (a) – (d) are collectively referred to as "Prohibited Content"). Itron reserves the right to remove any Prohibited Content from the Server without prior notice to Customer. Customer will indemnify, defend and hold Itron harmless for any claims, liabilities, losses, causes of action, damages, settlements, and costs and expenses (including, without limitation attorneys' fees and costs) arising from any third party claims related to or generated by any Prohibited Content distributed, downloaded, or placed on any Itron website or Server or used with Software or any Software-as-a-Service by Customer.

3.4. **Software License.** Subject to Customer's payment of all applicable fees and compliance with this Agreement and Documentation, Itron will provide Software to Customer under the terms of the Software Addendum. Customer's access to Software-as-a-Service is conditioned upon the payment of the Subscription Fee, One-Time Setup Fee, and applicable maintenance and support.

4. Fees and Term.

4.1. **Invoicing and Payment.** Software-as-a-Service is offered as an annual subscription. Itron will invoice Customer for the One-Time Setup Fee and initial Subscription Fee upon the Commencement Date. Itron will invoice the Subscription Fee annually thereafter upon the anniversary of the Commencement Date. Subscription Fees are payable in advance.

4.2. **Subscription Term.** The initial Subscription Term for each Software application begins upon the applicable Commencement Date and will renew automatically for successive one-year terms, unless either Party provides the other Party with notice of its intent not to renew at least ninety (90) days prior to the expiration the then-current Subscription Term. If Customer does not satisfy the Minimum Subscription Term, Itron will invoice Customer for any unpaid One-time Setup Fee and Subscription Fees through the end of the Minimum Subscription Term ("**Unpaid Fees**").

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Notwithstanding the foregoing, if Customer's failure to satisfy the Minimum Subscription Term is due to Itron's election not to renew, Itron will not invoice Customer for Unpaid Fees.

5. Monthly Application Availability Service Level.

5.1. **Service Level.** Provided Customer has paid all applicable Subscription Fees, Application Availability will be at least 99.5%, measured and reported monthly beginning in the first full calendar month following the Commencement Date. Monthly Application Availability will be measured and calculated separately for each Software application for which Customer has paid the Subscription Fee. Itron records and data will be the sole basis for all Application Availability measurements and calculations.

5.2. **Service Level Credits.** Customer will be entitled to credits for Itron's failure to meet the foregoing target for the production environment only, as follows:

Application Availability (Production Environments Only)	
Monthly Availability Performance	Credit (% of monthly Subscription Fee)
≥99.0% and <99.5%	2%
≥98.0% and <99.0%	4%
≥96.5% and <98.0%	10%
≥95.0% and <96.5%	12.5%
<95.0%	30%

5.3. **Service Level Report.** Itron will deliver a monthly service level report that identifies daily performance and monthly average. Upon customer request, if Itron does not meet the Application Availability service level, the report will give the reason the service level was not achieved and describe the corrective actions taken.

5.4. **Exclusions.** Itron shall not be liable for failing to meet a service level commitment to the extent such failure is attributable to any one or more of the following: (a) planned maintenance, unplanned maintenance, or scheduled upgrades; (b) an event triggering a disaster recovery and for a twenty-four (24) hour period after the resumption of service following such an event to allow the system to return to normal operating ranges; (c) suspension or restriction of service under Section 9 of this Addendum; and (d) conditions beyond Itron's reasonable control, such as (i) failure of any backhaul between the Software-as-a-Service and the meters, endpoints, or other devices; (iii) failures in external Internet or VPN configurations not managed by Itron; (iv) a Force Majeure event; (v) false reports of unavailability as a result of outages or errors of any Itron measurement system; (vi) an act or omission of Customer or third parties (other than Itron's contractors, subcontractors or suppliers), including security incidents caused by such act or omission; (vii) incident investigation or computer failures that could not reasonable have been prevented by Itron; (viii) failures of third-party equipment, hardware, software, or services not provided by Itron; and (ix) Customer's delay in performing tasks designated as its responsibility in this Agreement.

6. File Delivery Service Level. File Delivery is a measure of the performance of Itron's systems to deliver

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register read and interval read consumption data collected from Available Endpoints to Customer in agreed-upon formats, at an agreed-upon intervals. The Monthly File Delivery Percentage service level will meet or exceed 99% each month, for ease of understanding, this means the file is successfully delivered every day of the month. Itron records and data will be the sole basis for all File Delivery performance measurements and calculations.

7. **Sizing of Software-as-a-Service.** Itron will size Software, Servers, and systems for Customer's specific deployment. System sizing depends upon the Software and types of devices and sensors and may be a factor in determining Subscription Fees. Sizing criteria may include: number of system endpoints, number of network devices, residential meter configuration, commercial and industrial meter configuration, desired data collection intervals, storage duration for historical data, and the number of concurrent and total users of the application. Any sizing changes during a Subscription Term will require a Change Order and may result in a change in Subscription Fees.
8. **Application Upgrade and Fixes.** Itron typically releases application upgrades annually, if available, containing new features and functions to the latest general release. Application hot fixes will be performed as needed, at Itron's sole discretion.
9. **Conditions on Use of Service.** Customer will use of the Software-as-a-Service only in accordance with Itron user guides, this Software-as-a-Service Addendum, the General Terms and Conditions, applicable Order Documents, and laws and government regulations. The rights of any user to access and use the Software-as-a-Service cannot be shared or used by more than one individual (unless such license is reassigned in its entirety to another authorized user), and Customer shall make every reasonable effort to prevent unauthorized third-parties from accessing the Software-as-a-Service.
10. **Suspension or Restriction of Service.** Itron may suspend or restrict all or part of the Software-as-a-Service at any time in order to protect the integrity and functionality of Software-as-a-Service applications, Servers, platform, and systems, or for a breach of Section 3.2 (Restrictions on Use), Section 3.3 (Content Restrictions) or Section 8 (Conditions on Use of Service), until such breach is cured sections that is not promptly cured.
11. **Incident Management.** Itron will provide customer support and incident and problem management services, which include responding to alerts, tracking the issue, troubleshooting the problem and escalating to Itron subject matter experts or third party vendors, in accordance with the Maintenance and Support Addendum.
12. **Customer Technical Responsibilities.** Customer is responsible for selecting, acquiring, securing and maintaining all equipment and ancillary services needed to connect to, access, or otherwise use and maintain compatibility with the Software-as-a-Service, at Customer's sole expense.
13. **User IDs & Passwords.** Itron shall provide Customer with user identifications and passwords ("User IDs") to access the hosted Software applications. Customer shall be solely responsible for all use of Customer's subscriptions and accounts. Customer shall maintain the confidentiality of all User IDs assigned to Customer. User IDs may not be shared or used by more than one user.
14. **Planned Maintenance.** Planned maintenance whenever reasonably practicable will be performed during off-business hours between 6:00 p.m. to 12:00 a.m. Customer's local time, with as little disruption to Customer's use of the Software-as-a-Service as possible, and unplanned maintenance, whenever reasonably practicable, shall also be performed during off-business hours between 6:00 p.m. and 12:00 a.m., Customer's local time.
15. **Unplanned Maintenance.** Itron will provide Customer with notice of unplanned maintenance as soon as reasonably practical. Itron will minimize Software-as-a-Service disruptions.
16. **Roles & Responsibilities.** The table below lists the respective responsibilities of Customer and Itron to ensure reliable operation of the Software-as-a-Service.

    P=Primary responsibility

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S=Support responsibility

Description of service or deliverable	Itron	Customer
Submit user access requests for new users and deletion notifications for users no longer involved with the Software-as-a-Service.		P
Provide immediate notification in the event of an employee termination for those with access to the Software-as-a-Service.		P
Maintain skill sets necessary to properly support the Software-as-a-Service.	P	
Administer and monitor servers including but not limited to utilization of CPU, memory, IOPs, and disk space.	P	
Manage and troubleshoot the secure Software-as-a-Service components and processes (if applicable).	P	
Administer associated Linux, Unix, and Windows operating systems.	P	
Apply Operating System and other third party security patches and critical updates as appropriate.	P	
Maintain and troubleshoot third party software issues required for Software-as-a-Service operations, work with third party to troubleshoot as required.	P	
Maintain anti-virus on all windows based servers.	P	
Monitor communications and support communications troubleshooting activities for the Software-as-a-Service.	P	
Support Software upgrade activities if required.	P	
Maintain and administer the Software-as-a-Service server databases.	P	
Manage Software-as-a-Service interfaces; work with Itron when problems are identified.		P
Provide and maintain a Secure FTP or equivalent.	P	
Perform regular system, database, and custom component backups in accordance with selected service level.	P	
Develop and Maintain related Standard Operating Procedures.	P	

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SOFTWARE ADDENDUM

1. **Relationship to General Terms and Conditions.** This Addendum is subject to the General Terms and Conditions and applicable Order Documents.

2. **Additional Definitions**. The following defined terms are in addition to those defined in the General Terms and Conditions:

   Endpoints means a physical device (e.g., a meter, encoder-transmitter-receiver module, or other measuring, monitoring or sensing device) capable of being used in connection with Itron Software.

   Itron Software means the machine readable (object code) version of computer programs listed on an Order Document for licensing by Customer under this Agreement that are developed by or on behalf of Itron.

   License Term means the duration of the Itron Software license granted by Itron to Customer under this Addendum.

   Software means Itron Software and Third-Party Software.

   Third-Party Software means the machine readable (object code) version of computer programs listed on an Order Document for licensing by Customer that are not developed by or on Itron's behalf.

3. **Ordering Software**. Customer shall order Software by issuing a Purchase Order to Itron in accordance with this Agreement.

4. **Invoicing**. Itron will invoice Customer for Software upon the date of delivery.

5. **Itron Software License**. Subject to Customer's payment of all applicable Fees and compliance with this Agreement, Itron hereby grants to Customer a non-exclusive and non-transferable license to use Itron Software and related Documentation for Customer's internal business purposes within the Territory and during the License Term in connection with the number of Endpoints or other devices specified on the applicable Order Document. The License Term for all Itron Software shall be specified in the applicable Order Document. Customer may make a reasonable number of copies of Itron Software for archival and back-up purposes.

6. **Third-Party Software**. All Third-Party Software and related documentation is separately licensed by the applicable third-party, and Customer's rights and responsibilities with respect to such software or documentation shall be governed in accordance with the third-party licensor's applicable software license. If Customer chooses to order Third Party Software, Customer shall enter into or accept one or more separate third-party agreements as part of the ordering, fulfilment, installation and/or download processes for such Third Party Software.

7. **Documentation**. Itron will make its standard Documentation for Itron Software available via download. Itron will provide Customer with download instructions.

8. **Itron Software License Restrictions**. Customer is not permitted to (i) modify or create any derivative works from Itron Software, (ii) include or combine Itron Software with any software, equipment, or hardware other than as authorized by Itron, (iii) use Itron Software to provide services to third-parties, (iv) reverse assemble, decompile, reverse engineer Itron Software or otherwise attempt to derive its source code, (v) export Itron Software out of the Territory, or (iv) use any Itron Software to create products or services that compete with any of Itron's products or services. Customer is not permitted to copy Itron Software other than to make one machine readable copy for disaster recovery or archival

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purposes. Itron Software is only permitted to be installed on one production environment and one test environment on customer premises. Customer's breach of these restrictions shall constitute a material breach of this Agreement and shall result in revocation and immediate termination of all rights and licenses granted under this Agreement. Revocation does not preclude Itron from pursuing any legal and equitable remedies for Customer's breach of these restrictions.

9. **Limited Itron Software Warranty**. For a period of ninety (90) days from the date of delivery, Itron warrants solely to Customer that the Software will substantially conform in all material respects to the applicable Itron published specifications. As Customer's sole and exclusive remedy for any breach of this warranty, Itron will, at its option, during the warranty period set forth in this section, repair or replace non-conforming Itron Software to substantially conform to the foregoing warranty, provided that Itron will have no obligation to repair or replace any non-conforming Itron Software if this Agreement or applicable Order Document has terminated or expired. The foregoing warranty does not apply to non-conformities in Itron Software due to: (i) modifications not made or approved by Itron in writing; (ii) Customer's or any third party's negligence or intentional acts; (iii) misuse or abuse, including the failure to use or install Itron Software in accordance with the Documentation; (iv) incorrect data, or data entry or output, as applicable, by Customer or a third party; (v) third party software, hardware or firmware not provided or authorized by Itron in writing; (vi) a Force Majeure event; or (vii) viruses or security vulnerabilities introduced into the Itron Software or Customer's systems through no fault of Itron. After the ninety (90) day period described above, any Itron Software errors will be addressed under maintenance and support terms.

10. **Effect of Termination for Cause**. Upon termination of an Itron Software license for cause or expiration of a License Term, whichever occurs first, Customer shall immediately discontinue use of the applicable Itron Software and related Documentation, and Customer will destroy or return to Itron any and all copies. Upon Itron's request, Customer will confirm in writing that Customer has destroyed or has returned Itron Software and related Documentation in compliance with this section. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials. Termination of an Itron Software license for cause will not restrict Itron from pursuing any other remedies available to it, including injunctive relief, nor will it relieve Customer of its obligation to pay all fees that accrued prior to such termination.

11. **Third-Party Software Warranty**. Itron is not the owner of Third-Party Software and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, and fitness for use, merchantability, condition, quality, performance or non-infringement of any Third-Party Software. Third-Party Software shall be subject to any warranties provided by the Third-Party Software provider. Itron will pass through to Customer, or make commercially reasonable efforts to enforce on Customer's behalf, any warranties and remedies received from the Third Party Software provider.

12. **U.S. Government Contracts Only**. If a Software license is acquired under a United States government contract, Customer acknowledges that Software, Updates and associated Documentation are (i)"Commercial Computer Software" as defined in 48 C.F.R. 12.212 of the Federal Acquisition Regulations (FAR) and in 48 C.F.R. 227.7014(a)(i) of the Department of Defense Federal Acquisition Regulations Supplement (DFARS), and (ii) are provided with only the commercial rights and subject to the restrictions described in this Agreement.

13. **License Use Verification & Audit.**

    13.1. **License Use Verification.** Promptly upon Itron's written request, and no more than once annually, Customer must furnish Itron with a letter signed by an officer of Customer, verifying that Itron Software is being used by Customer in compliance with the licenses granted, and confirming the number, identification, type and location of Endpoints and other devices being managed by Customer using Itron Software.

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13.2. **Audit.** Itron has the right to audit Customer records to verify the number of Endpoints and other devices being managed by Customer using Itron Software and otherwise confirm Customer's compliance with license restrictions and Fee obligations of this Agreement. Itron must provide Customer with at least thirty (30) days prior written notice of the audit. The audit must be conducted during Customer's normal business hours at a mutually agreeable location. Itron's right to conduct an audit under this section is limited to one time per year, unless Itron has reason to believe that Customer is out of compliance with the license restrictions and Fee obligations of this Agreement. Itron has the right to use an independent auditor to conduct the audit. The audit shall be at Itron's sole cost and expense, unless the audit identifies a deficiency in Fees or other amounts owed or reimbursable by Customer during the audited period that is greater than five percent (5%) of the total amounts payable by Customer – in which case Customer must reimburse Itron for the reasonable cost of the audit. All amounts found to be owed by Customer under this Section will be payable within thirty (30) days after receipt of invoice from Itron.

14. Survival. The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 1 (Relationship to General Terms and Conditions), 2 (Additional Definitions), 4 (Invoicing), 5 (Itron Software License) except to the extent applicable license rights expire or are terminated in accordance with this Agreement, 6 (Third-Party Software), 8 (Itron Software License Restrictions), 9 (Limited Itron Software Warranty), 10 (Effect of Termination for Cause), 11 (Itron Disclaimer of Third-Party Software Warranty), 12 (U.S. Government Contracts Only), 13 (License Use Verification & Audit) and 14 (Survival).

1/06/2020

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.M. Badger Meter - Water Meters
DATE PREPARED: 09/16/21	**DISTRICT NO.:** ALL
STAFF LIAISON: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (623) 349-6225	
DEPARTMENT: Construction and Contracting	**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 expenditure of not to exceed $350,000 related to the purchase of water meters, equipment for installations, and on-going meter maintenance for Fiscal Year 2021-2022 through Badger Meters, Inc., DBA National Meter & Automation, a Wisconsin corporation.

RELEVANT GOALS:
GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:
Water Resources is requesting approval to purchase water meters, equipment for installations, and on-going meter mintenance utilizing Buckeye's Contract No. 2021002 with Badger Meters, Inc., DBA National Meter & Automation. The purchase of water meters will allow the Water Resources Department to properly maintain meter maintenance, upgrades, and projects related to accuracte measurement of potable water delivered to the customer of the City of Buckeye water serivces area in a budgeted amount not to exceed $350,000.

BENEFITS:
Staff can continue to properly maintain meter maintenance, upgrades, and projects related to accurate measurement of potable water delivered to the customer of the City of Buckeye water services area.

FUTURE ACTION:
None

FINANCIAL IMPACT STATEMENT:
40003351-520575 - $350,000

CURRENT FISCAL YEAR TOTAL COST:
$350,000

BUDGETED:
Yes

FISCAL YEAR:
2021/2022

FUND/DEPARTMENT:
40003351-520575

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

ATTACHMENTS:

Badger Meter, Inc. Contract No. 2021002.pdf

COOPERATIVE PURCHASE AGREEMENT ADDENDUM
BETWEEN THE CITY OF BUCKEYE
AND
BADGER METER, INC. (DBA) NATIONAL METER & AUTOMATION

LARGE WATER METERS
CONTRACT NO. 2021002

THIS COOPERATIVE PURCHASE AGREEMENT ADDENDUM (this "Addendum") is made between the City of Buckeye, an Arizona municipal corporation (the "City") and Badger Meter, Inc. (DBA) National Meter & Automation, a Wisconsin corporation (the "Contractor").

WHEREAS after a competitive procurement process, the City of Mesa entered into Contract No. 2019128 dated September 23, 2019, with the Contractor to purchase large water meters and related parts and equipment (the "Mesa Contract"). The Mesa Contract is attached hereto as Exhibit A and incorporated herein by reference.

WHEREAS the City is permitted by Section 24-3-15 et seq. of the City Procurement Code to make purchases via cooperative purchasing pursuant to a cooperative purchasing agreement.

THEREFORE, the City desires to enter into an Agreement with the Contractor for the purchase of large water meters and related parts and equipment, and issues the following addendum to the Original Agreement.

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **TERM OF AGREEMENT** - This Agreement shall be effective as of the date first set forth in the Notice to Proceed and remain in effect until the Mesa Contract is not renewed. Any reference to automatic renewal is hereby deleted. This agreement addendum may be renewed only upon mutual written agreement of the parties.

2. **REMEDIES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. City shall have all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.

3. **HOLD HARMLESS** - Any clause requiring the City to indemnify or hold harmless any party is hereby deleted in its entirety.

4. **GOVERNING LAW** - The agreement shall be governed by the laws of the Arizona. This provision replaces any references to any other State's governing law.

5. **PAYMENT** - Contractor shall provide Services under the terms and conditions of the Mesa Contract, this Addendum, and services described in the Scope of Work. The amount

to be determined by individual Purchase Orders Issued by the City. Any references to prepayment are deleted. Payment will be in arrears.

6. **INTEREST** - Should the agreement include a provision for interest on late payments, the City agrees to pay the maximum legal rate under Arizona law. All other references to interest or late charges are deleted.

7. **RECOUPMENT** - Any language in the agreement waiving the City's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.

8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the City Council or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the City agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the City may bring suit against the Contractor, lessor, individual, or any other party are deleted.

10. **SIMILAR SERVICES** - Any provisions limiting the City's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

11. **ATTORNEY FEES** - The City recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the City reserves the right to assign the agreement to another City agency, board or commission upon thirty (30) days written notice to the Contractor and Contractor shall obtain the written consent of City prior to assigning the agreement.

13. **LIMITATION OF LIABILITY** - The City cannot agree to assume the potential liability of a Contractor. Accordingly, any provision limiting the Contractor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property. The City understands that the Contractor’s standard warranties apply to all products sold under this Addendum.

14. **INDEMNIFICATION -** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or

agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

15. **RIGHT TO TERMINATE** – This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511. City shall have the right to terminate the agreement upon thirty (30) days written notice to Contractor. City agrees to pay Contractor for services rendered or goods received prior to the effective date of termination.

16. **TERMINATION CHARGES** - Any provision requiring the City to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The City may only agree to reimburse a Contractor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the City prior to the end of any current agreement term.

17. **INSURANCE** - Any provision requiring the City to insure equipment or property of any kind and name the Contractor as beneficiary or as an additional insured is hereby deleted.

17.1 General

A. Insurer Qualifications - Without limiting any obligations or liabilities of the Contractor, the Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy - By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured - DELETED

D. Coverage Term - All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance - The Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Waiver - DELETED

G. Policy Deductibles and/or Self-Insured Retentions - The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. The Contractor shall be solely responsible for any such deductible or self-insured retention amount.

H. Use of Subcontractors - If any work under this Agreement is subcontracted in any way, the Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and the Contractor. The Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

I. Evidence of Insurance - Prior to commencing any work or services under this Agreement, the Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by the Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be the Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the Contract number and title of this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate Contract number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies

submitted without referencing the appropriate Contract number and title or reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) DELETED

(2) DELETED

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by the Contractor under this Agreement.

(4) A 30-day advance notice cancellation provision. REMOVED

17.2 Required Insurance Coverage.

A. Commercial General Liability - The Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. REMOVED. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability - The Contractor shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on the Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. REMOVED. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability - DELETED.

D. Workers' Compensation Insurance - The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

17.3 Cancellation and Expiration Notice - Insurance required herein shall not expire, be canceled, or materially change without 30 days' prior written notice to the City.

18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the City does recognize a right of repossession with notice.

19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. City contracts are public records under the Arizona Public Records Law.

21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Contracting and Purchasing Division and/or the City Manager.

THEREFORE, the City of Buckeye by its City Mayor has hereunto subscribed his name on this date: August 18, 2020.

CITY

THE CITY OF BUCKEYE, ARIZONA
an Arizona Municipal corporation

By: _____
Jackie A. Meck, Mayor

ATTEST:

_____
Lucinda Aja, City Clerk

RECOMMENDED:

CA Williams
_____
Christopher A. Williams, Manager
Construction & Contracting Division

APPROVED AS TO FORM:

Adobe Sign Transaction Number: CBJCHBCAABAA05--kF2WwMmbYC1wGBzmlJPAyd30tEmo

Shiela B. Schmidt
City Attorney

CONTRACTOR:
Badger Meter, Inc. (Dba)
National Meter & Automation

By: Christopher D. WAshington
Name

Assistant Secretary
Title

Adobe Sign Transaction Number: CBJCHBCAABAA05--kF2WwMmbYC1wGBzmlJPAyd30tEmo

EXHIBIT A

[City of Mesa Contract]

AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2019128
PURCHASE OF LARGE WATER METERS AND RELATED PARTS AND EQUIPMENT

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400
	Mesa, AZ 85201
Attention	Ted Stallings, CPPB Procurement Officer
E-Mail	Ted.Stallings@MesaAZ.gov
Telephone	(480) 644-2815
Facsimile	(480) 644-2655

With a copy to: City of Mesa – Water Resources
Attn: Name, Kelly Martin, Fiscal Analyst
P.O. Box 1466
Mesa, AZ 85211-1466
Kelly.Martin@MesaAZ.gov

AND

BADGER METER, INC. DBA NATIONAL METER & AUTOMATION ("Contractor")

Mailing Address	7220 S. Fraser St.
	Centennial, CO 80112
Delivery Address	PO Box 17988
	Denver, CO 80217
Attention	Christopher D. Washington
E-Mail	bids@nationalmeter.com
Telephone	800-876-3837 ext. 17290

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this 23rd day of September 2019, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and Badger Meter, Inc. DBA National Meter & Automation, a CO corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

The City issued solicitation number **2019128** ("Solicitation") for **PURCHASE OF LARGE WATER METERS AND RELATED PARTS AND EQUIPMENT**, to which Contractor provided a response ("Response"); and

A. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term.** This Agreement is for a term beginning on **September 24, 2019** and ending on **September 23, 2022.** The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

   1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

   1.2 **Extension for Procurement Processes.** Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

   1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within forty (40 to sixty (60) days after receipt of an order.

2. **Scope of Work.** The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

   The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders.** Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.

   a. Agreement
   b. Exhibits
      1. Mesa Standard Terms & Conditions
      2. Scope of Work
   c. Contractor Response

5. **Payment.**

   5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

   5.2 **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

   The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

   No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

   5.3 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

   During the sixty (60) day period prior to Contract expiration date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

5.4 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

5.5 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

a. Contractor name, address, and contact information;
b. City billing information;
c. City contract number as listed on the first page of the Agreement;
d. Invoice number and date;
e. Payment terms;
f. Date of service or delivery;
g. Description of materials or services provided;
h. If materials provided, the quantity delivered and pricing of each unit;
i. Applicable Taxes
j. Total amount due.

5.6 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement. Otherwise; payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

5.7 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance.**

6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

6.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.

6.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.

6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

6.9 **Types and Amounts of Insurance**. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

6.9.3 Automobile liability, bodily injury and property damage with a limit of $1 million per occurrence including owned, hired and non-owned autos.

7. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.

8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.

9. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:

   a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;

   b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

   c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and

   d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

10. **Mesa Standard Terms and Conditions. Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

    Exhibits to this Agreement are the following:
    - (A) Scope of Work
    - (B) Pricing
    - (C) Mesa Standard Terms and Conditions

13. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.

14. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

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

CITY OF MESA, ARIZONA

By: _____

_____
Printed Name

_____
Title

_____
Date

BADGER METER, INC. DBA NATIONAL METER & AUTOMATION

By: _____

Christopher D. Washington
Printed Name

Assistant Secretary
Title

September 27, 2019
Date

REVIEWED BY:

By: Ted Stallings
Ted Stallings, CPPB
Procurement Officer

EXHIBIT A
SCOPE OF WORK

1. **SCOPE OF WORK:** To furnish Fire System cold-water meters (Group A), and equipment and parts (Group E).

2. **PRODUCT SUBSTITUTIONS:** No substitutions of the make or model will be accepted during the contract period unless either 1) the manufacturer discontinues a model and replaces it with a new model that is equal to or better than the model awarded and the pricing remains the same or 2) the manufacturer upgrades or updates a model with improved features or quality that is better than the model awarded and the pricing remains the same. In either case prior to a substitution being made, a request for substitution must be presented to the City in writing and a contract amendment must be issued by the City if the substitution is approved.

3. **DESIGN CHANGES (NON-REGULATORY):** All design changes to the meter or the register must be approved by the City of Mesa, in writing, prior to it becoming part of this contract.

4. **REGULATORY CHANGES:** Contractor shall be responsible to notify the City of any and all regulatory changes that may affect the materials and installation associated with water metering. Notification shall be provided with sixty (60) days advance notice for necessary coordination and changes between the City and Respondent, and any other entity that may be impacted by the regulatory change.

5. **SPECIFICATIONS**: Fire System Water Meter Assemblies (3" through 8") are used to accurately measure continuous low and intermediate domestic flows and high fire flow rates as needed on mixed use commercial water services.

6. **TESTING:** The City encourages the development and introduction of new products that are not currently approved for the City's water system. If a Manufacturer or authorized reseller desires to introduce new meters and related products to the City, the Manufacture or authorized reseller may, at its own expense, supply the City with a mutually determined number of samples to undergo long term field testing. This request can be submitted as a no bid/offer on this Request for Proposals due date and time.

   At the end of the testing period, the City will evaluate each meter for accuracy, wear, system compatibility, etc. If it is determined that the meter performed well and is compatible with the city water system, it will be added to the list of acceptable products for the next solicitation.

7. **METER AND REGISTER DELIVERY:** Delivery shall be within forty (40) to sixty (60) days after receipt of order. All items must be packaged in the minimum standard packing materials designed to protect against damage during shipment. Note that the use of Environmentally Friendly materials is encouraged.

   All deliveries shall be FOB destination, Freight Prepaid and Allowed to the following address:

   City of Mesa
   Water Resources Meter Shop
   640 North Mesa Drive
   Mesa, Arizona 85211

   Delivery days and hours: Monday through Thursday, 7:00 AM to 4:00 PM Arizona local time.

8. **WORKMAN SHIP AND MATERIALS:** Meters shall be guaranteed for a minimum of twelve (12) months against all defects resulting from defective material or workmanship, and water intrusion. In the event meters are to be returned to the manufacturer of warranty, the awarded contractor shall pay all shipping charges incurred. In addition, the awarded contractor agrees to repair or replace defective units within thirty (30) days after notification by the City.

9. **METER AND REGISTER WARRANTY:** Should carry a five (5) year non-prorated accuracy warranty or register usage maximum, whichever occurs first. Awarded contractor shall pay all shipping and handling charges for warranty returns to manufacturer or contractor. In addition, the awarded contractor agrees to repair or replace defective units within 30 days after notification by the City.

10. **PURCHASES AND ORDER RELEASES:** Order(s) for products and/or services pursuant to the executed agreement will be made by City by issue of Delivery Order(s). Delivery Order(s) will be furnished to the Contractor via facsimile, e-mail, mail, or telephone. If the Delivery Order is given verbally, the Water Resources Department will issue a confirming Delivery Order document to the Contractor within five (5) workdays of the date the verbal Delivery Order is given. **Contractor is prohibited from supplying materials or services pursuant to the resulting agreement that are not authorized by a Delivery Order at the time of provision. Contractor agrees that the City accepts no responsibility regarding this agreement for control or payment for materials or services not authorized by a City Delivery Order.**

11. **INVOICE PAYMENT:** Standard payment terms are net thirty (30) days from the date of an itemized invoice and shall not commence until Contractor's Invoice is received and verified by City Financial Operations. The Water Resources Department has an email set up for Invoice Submission. Contractors should submit all invoices for payment to WaterAcctsPayable@MesaAZ.GOV.

17 **TERM:** This Solicitation is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

18 **RENEWALS:** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

19 **EXTENSIONS:** Upon the expiration of the Term of the Agreement, including any renewals permitted herein, at the City's sole discretion the Agreement may be extended for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials under this Agreement. The City intends to notify the Contractor in writing of its desire to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

EXHIBIT B
PRICING

Group A - Fire System Mechanical Cold-Water Meters

Item No.	Description	Unit Price	Estimated Annual Usage	Extended Price	Credit for scrap meter (same size- any brand, any style)
1	4" Fire System Mechanical Cold-Water Meter	$4,513.60	4	$18,054.40	$0.00
2	6" Fire System Mechanical Cold-Water Meter	$5,512.45	11	$60,636.95	$0.00
3	8" Fire System Mechanical Cold-Water Meter	$7,825.00	3	$23,475.00	$0.00
		Total Estimated Annual Usage Extended Cost		**$102,166.35**	

Group E1 - Parts List

Contractor will provide with their response, a complete equipment and parts list(s) which will include, but not limited to the following:

Complete water meters (body and meters), various sizes and types
Various sizes and types of meter bodies
Various sizes and types registers
Measurement element
Basket/Plate strainers
Equipment, parts and supplies
25 ft. Itron Connector or three wire equivalent
Itron and various other connectors for AMI solutions
New technology
Etc.

Pricing for parts list will be similar in discount to proposed meters in tab number (1).

Parts list should be submitted with Proposal Response (including pricing).

Contractor discount off parts list pricing: **15%**

Proposed percentage discount will remain fixed for the life of resulting contract

Group E2 - Parts List For Water Meters Currently Installed In Water Distribution System.

Group B will be awarded by manufacturer

Parts list should be submitted with Proposal Response (including pricing).
Proposed percentage discount will remain fixed for the life of resulting contract

	Manufacture and Meter Model Number	Contractor Discount of List Price
1	Badger	15%



Badger Meter | Scrap Credit Price Schedule

	LP & Competitor Meters	M25				
Positive Displacement Meters	5/8", 5/8 x 3/4"	5/8", 5/8 x 3/4"	3/4"	1", 1-1/4"	1-1/2"	2"
Standard 81 or Low Lead Alloy Bronze Housing	1.25	1.25	2.00	4.00	9.00	16.00

	1-1/2"	2"	3"	4"	6"	8"	10"	12"
Turbo/Turbine Meter	10.00	12.00	25.00	45.00	60.00	100.00		
Badger Meter Turbo Series Head Assemblies	1.25	1.25	2.00	2.00	10.00	18.00	18.00	18.00

	2"	3"	4"	6"
Compound Meter	30.00	45.00	60.00	105.00
RCDL Compound Head Assemblies After 4/1985	14.00	14.00	35.00	35.00
Compound Series High Flow Cover Assembly	1.25	2.00	2.00	10.00
Compound Series Low Flow Cover Assembly	4.00	9.00	11.00	18.00

Scrap credit is based on the receipt of sand cast bronze (standard waterworks metal bronze or low lead alloy) meters. Die cast housings are not acceptable, and scrap credit will not be allowed. Standard waterworks bronze, Envirobrass and BiAlloy housings must be sorted. Receipt of mixed housing material types will not be accepted.

Guidelines:

- The customer must contact Badger Meter Customer Service to receive a RMI number for the return of scrap meters.
- Badger Meter will provide shipping crates for the scrap meter returns at no charge to the customer.
- Pickup instructions will be included in the crates that are sent to the customer.
- Bronze meters or covers must be segregated by material. The containers must be clearly marked as to which material the meters/covers are composed of. Badger Meter will not accept mixed shipments of EnviroBrass II, BiAlloy or waterworks bronze meters.
- When possible, the customer should wait until a given crate is full, but not above the top of the crate prior to shipping scrap meters.
- Maximum weight per crate is 2000 lbs.
- Badger Meter pays freight charges (of Badger Meter approved carriers) in the contiguous United States on shipments in excess of 1,000 units or 5,000 pounds, unless otherwise agreed-to in writing in advance.
- This Scrap Credit Price Schedule is valid until June 30, 2019. Badger Meter reserves the right to make adjustments to the scrap credit prices after June 30, 2019.

INC-PL-00209-EN-21 (April 2019)

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

3. **ASSIGNMENT.** This Agreement may not be assigned, either in whole or in part, without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right, at its option, to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS.**

   a. **General.** Contractor must procure all permits/licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve compliance throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

   b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace.

Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

   i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter collectively the "Contractor Immigration Warranty").

   ii. A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

   iii. To ensure Contractor and its subcontractors are complying with the Contractor Immigration Warranty, the City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist the City in regard to any random verification performed.

   iv. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274a and 274b of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote non-discrimination. As such, Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, national origin, age, disability, religion, sex, sexual orientation, gender identity and expression, veterans' status, marital status, or genetic information, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In performance under this Agreement, Contractor and Contractor's personnel will comply with applicable provisions of the following laws (as amended): Title VII of the U.S. Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*), and any other applicable non-discrimination laws and rules.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, if the Agreement requires Contractor to acquire or dispose of services, supplies, information technology or construction with a value of $100,000 or more, then, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of goods and services from Israel.

10. **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

a. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified the City pursuant to Mesa Procurement Rules Section 2.1 or notified the City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.

b. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

14. **BACKGROUND CHECK.** In accordance with the City's current background check policies, the City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to the City's information, data, or facilities. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any

reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

16. **DEFAULT.**

a. A party will be in default of the Agreement if that party:

i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or

iv. Fails to carry out any term, promise, or condition of the Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.

c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.

d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services or materials required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

24. **INDEMNIFICATION; LIABILITY.**

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, agents, representatives and employees (collectively, including the City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services or materials provided under this Agreement by Contractor or its officers', agents', or employees' (collectively, including Contractor, "Contractor Personnel"): (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.

b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or

resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If the City reasonably determines any materials or services are of a substandard or unsatisfactory manner, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property and will, at the City's request and expense, furnish to the City reasonable assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is not entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) the materials or services will be requested by the City on an as needed basis, at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of the City from representing another person (including Contractor) before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at the City.

31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

32. **RISK OF LOSS**. Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this Agreement and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage or loss to City real or personal property when such property is the responsibility of or in the custody of **Contractor or its personnel.**

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.

37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact

with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personally delivery, certified or registered mail with postage prepaid, overnight courier, or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.

42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a **part of this Agreement as if fully stated herein.**

44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As this Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes if applicable.

47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

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

49. **PCI DSS Compliance.** In the event any Contractor engages in payment card transactions as a part of the services provided to the City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of the City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.N. Salt River Extraction - Brine Waste Hauling Disposal Services
DATE PREPARED: 09/16/21	**DISTRICT NO.:** ALL
STAFF LIAISON: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (602) 349-6225	
DEPARTMENT: Construction and Contracting	**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 Cooperative Contract Purchase Addendum (Brine Waste Hauling Disposal Services Contract No. 2022007) between the City of Buckeye, an Arizona municipal corporation, and Salt River Extraction, LLC dba SRE Transportation, an Arizona corporation, through the City of Avondale Cooperative Contract (No. 19-284C, expiration October 14, 2021) for sludge hauling for coagulation facilities; and authorizing the Mayor to execute and deliver said Contract on behalf of the City.

RELEVANT GOALS:
GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:
The City of Buckeye's Water Resources Department must provide liquid waste removal, transportation, and disposal services from all facilities to an approved landfill.

BENEFITS:
Allows staff to provide proper removal of brine waste.

FUTURE ACTION:
None

FINANCIAL IMPACT STATEMENT:
40003213-520585 - $45,000
40003216-520585 - $40,000
40003218-520585 - $35,000

CURRENT FISCAL YEAR TOTAL COST:
$120,000

BUDGETED:
Yes

FISCAL YEAR:
21/22

FUND/DEPARTMENT:
Multiple

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

ATTACHMENTS:

Salt River Extraction Contract No. 2022007 FINAL.pdf

COOPERATIVE CONTRACT PURCHASE ADDENDUM
BETWEEN THE CITY OF BUCKEYE
AND
SALT RIVER EXTRACTION LLC DBA SRE TRANSPORTATION

BRINE WASTE HAULING DISPOSAL SERVICES
CONTRACT NO. 2022007

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is made between the City of Buckeye, an Arizona municipal corporation (the "City") and Salt River Extraction, LLC dba SRE Transportation an Arizona corporation (the "Contractor").

WHEREAS after a competitive procurement process, the City of Avondale entered into Contract No. 19-284C dated October 10, 2019, with the Contractor for brine waste hauling disposal services (the "Avondale Contract"), as more detailed in the SRE Transportation proposal, attached hereto as Exhibit A and incorporated herein by reference.

WHEREAS the City is permitted by Section 24-3-15 et seq. of the City Procurement Code to make purchases via cooperative purchasing pursuant to a cooperative purchasing Contract.

THEREFORE, the City desires to enter into the Contract with the Contractor under the City of Avondale, Cooperative Contract No. 19-284C, for brine waste hauling disposal services and issues the following addendum to the Original Contract. This Contract shall be effective as of the date first set forth for approval and remain in effect until the City of Avondale Contract is not renewed.

THEREFORE, the City of Buckeye by its Mayor and City Clerk have hereunto subscribed their names this _____.

CITY:
THE CITY OF BUCKEYE, ARIZONA
An Arizona Municipal corporation

By: _____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda Aja, City Clerk

RECOMMENDED:

_____
Christopher A. Williams, Manager
Construction & Contracting

APPROVED AS TO FORM:

_____

City Attorney

CONTRACTOR:

SALT RIVER EXTRACTION LLC DBA SRE TRANSPORTATION

Brad Vandersee

Name

Brad Vandersee

Signature

Owner

Title

Adobe Sign Transaction Number: CBJCHBCAABAAs1ztuZ0XqASwiJtyvnZ6VMox-G75pn0n

EXHIBIT A

COOPERATIVE CONTRACT PURCHASE ADDENDUM
BRINE WASTE HAULING DISPOSAL SERVICES

[SALT RIVER EXTRACTION CONTRACT]

See following Pages

Avondale
Aspiring. Achieving. Accelerating

City of Avondale
Public Works Department

INVITATION FOR BIDS

SOLICITATION INFORMATION AND SCHEDULE

Solicitation Number:	**PW 20-004**
Solicitation Title:	Brine Waste Hauling Disposal Services
Release Date:	**August 7, 2019**
MANDATORY Pre-Bid Meeting	**August 14, 2019** 8:00 a.m. (local-time, Phoenix, Arizona) 11465 West Civic Center Drive Avondale, Arizona 85323 **(Site visit of the properties will be held immediately following the pre-bid meeting.)**
Final Date for Inquiries:	**August 16, 2019**
Bid Deadline:	**August 28, 2019** 5:00 p.m. (local-time, Phoenix, Arizona)
Bid Opening:	**August 28, 2019** 5:00 p.m. (local-time, Phoenix, Arizona)
Procurement Administrator:	Marsha Chavez mchavez@avondaleaz.gov 623-333-2033

In accordance with the City of Avondale Procurement Code, competitive sealed Bids for the Services specified herein will be received by the City Clerk at the City Clerk's Office at the above-referenced location until the date and time referenced above (the "Bid Deadline"). Bids received by the Bid Deadline shall be publicly opened and the Bid Price read. Bids must be in the actual possession of the City Clerk on, or prior to, the Bid Deadline. Late Bids shall not be considered except as provided in the City Procurement Code. Each Bid shall be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the front of the envelope.

* The City of Avondale reserves the right to amend the solicitation schedule as necessary.

OFFER

The undersigned (the "Bidder") hereby offers this Bid as an offer to contract with the City under the terms and conditions set forth below and certifies that Bidder has read, understands and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Invitation For Bids ("IFB"), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits, Specifications, Plans and other documents included as part of this Contract (the "Contract Documents").

Pursuant to section 2.17 below Bidder is submitting this Bid for award of (check one): Entire Bid Only: ☑* or Line Item Award: ☐

*Bidder agrees and understands that, in the event the City determines it will award by line item, a selection of "entire bid only" will result in the City not considering any portion of the Bid for award.

Arizona Transaction (Sales) Privilege Tax License Number: N/A

Arizona Corporation Commission File No.: L12203606

Federal Employer Identification Number: 20-3340908

Salt River Extraction LLC dba SRE Transportation
Contractor Name

3230 E Broadway C 160
Address

Phoenix	AZ	85040
City	State	Zip Code

For Clarification of this Bid contact:

Name: Brad Vandersee

Telephone: 480-240-9277

Email: brad@sretransport.com

Authorized Signature for Contractor

Brad Vandersee
Printed Name

General Manager
Title

ACCEPTANCE OF OFFER (FOR CITY OF AVONDALE USE ONLY)

Effective Date: 10/14/19 Contract No. 19-304C Official File: _____

CITY OF AVONDALE, an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

CITY OF AVONDALE INCORPORATED DEC. 16 1946 ARIZONA

APPROVED AS TO FORM:

Michael Wawro, City Attorney

ARTICLE I - DEFINITIONS

For purposes of this Invitation for Bids, the following definitions shall apply:

1.1 "Bid" or "Offer" means a responsive bid or quotation submitted by a Bidder in response to this Invitation for Bids.

1.2 "Bid Deadline" means the date and time set forth on the cover of this IFB for the City Clerk to be in actual possession of the sealed Bids.

1.3 "Bid Opening" means the date and time set forth on the cover of this Invitation for Bids for opening of sealed Bids.

1.4 "Bidder" means any person or firm submitting a competitive Bid in response to this IFB.

1.5 "City" means the City of Avondale, an Arizona municipal corporation.

1.6 "City Representative" means the City employee who has specifically been designated to act as a contact person to the City's Procurement Administrator, and who is responsible for monitoring and overseeing the Contractor's performance under the Contract and for providing information regarding details pertaining to the Work.

1.7 "Confidential Information" means that portion of a Bid, Proposal, Offer, Specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the City of this fact at the time of the submission and (ii) the information is so identified wherever it appears.

1.8 "Contract" means, collectively, (i) the executed Offer/Bid, (ii) this IFB, including all completed exhibits, (iii) the Notice of Award, (iv) the Notice to Proceed or Purchase Order(s), (v) any approved Addendum, Change Order or Amendment, (vi) the Contractor's Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies and (vii) any Plans, Specifications or other documents attached, appended or incorporated herein by reference. Alternate or optional bid items will become part of the Contract only if they are accepted by the City in writing on the Price Sheet.

1.9 "Contractor" means the individual, partnership, corporation or limited liability company who has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for Materials or Services by the City.

1.10 "Day(s)" means calendar day(s) unless otherwise specified.

1.11 "Invitation for Bids" or "IFB" means this request by the City for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the Services and/or Materials in compliance with the City's Procurement Code.

1.12 "Materials" means any personal property, including equipment, materials, replacements and supplies provided by the Contractor in conjunction with the Contract and shall include, in addition to materials incorporated in the Project, equipment and other material used and/or consumed in the performance of Services or Work.

1.13 "Multiple Award" means an award of an indefinite quantity contract for one or more similar products, commodities or Services to more than one Bidder.

1.14 "Price" means the total expenditure for a defined quantity of a commodity or service.

1.15 "Procurement Administrator" means a City employee, as designated on the cover of this IFB, who has specifically been designated to act as a contact person to the Bidders and/or Contractor relating to their IFB.

1.16 "Procurement Agent" means the City Manager or authorized designee.

1.17 "Procurement Code" means the City's Procurement Code, as amended from time to time.

1.18 "Project" means the purpose and work described as set forth in Section 2.1, Purpose/Scope of Work, of the IFB.

1.19 "Services" means the furnishing of labor, time or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in the Contract. This term does not include "professional and technical services" as defined in the Procurement Code.

1.20 "Specification" means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply or Services. The term may include a description of any requirements for inspecting, testing or preparing a supply or service item for delivery.

1.21 "Subcontractor" means those persons or groups of persons having a direct contract with the Contractor to perform a portion of the Work and those who furnish Materials according to the plans and/or Specifications required by this Contract.

1.22 "Vendor" means any firms, entities or individuals desiring to prepare a responsive Bid in response to this IFB.

1.23 "Work" means all labor, Materials and equipment incorporated or to be incorporated in the Project that are necessary to accomplish the Services required by this Contract.

ARTICLE II – BID PROCESS; BID AWARD

2.1 Purpose/Scope of Work. The purpose of this IFB is to secure a qualified, licensed Contractor(s) to perform liquid waste removal, transportation and disposal services from City of Avondale facilities to a City-approved landfill site as more particularly described in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference. The resulting Contract(s) is/are intended to be an indefinite quantity and indefinite delivery contract(s) for the Services based on the City's needs. The City does not guarantee any minimum or maximum amount of Services will be requested by the City pursuant to the Contract.

2.2 Amendment of IFB. No alteration may be made to this IFB or the resultant Contract without the express, written approval of the City in the form of an official IFB addendum or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this IFB/Contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Contractor.

2.3 Preparation/Submission of Bid. Bidders are invited to participate in the competitive bidding process for the Services specified in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.

A. Irregular or Non-responsive Bids. The City may consider as "irregular" or "non-responsive" and reject any Bid not prepared and submitted in accordance with the IFB and Specifications, or any Bid lacking sufficient information to enable the City to make a reasonable determination of compliance with the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for

rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Procurement Agent, any of the following are true:

1. Bidder does not meet the minimum required skill, experience or requirements to perform the Services or provide the Materials.

2. Bidder has a past record of failing to fully perform or fulfill contractual obligations.

3. Bidder cannot demonstrate financial stability.

4. Bid submission contains false, inaccurate or misleading statements that, in the opinion of the Procurement Agent, are intended to mislead the City in its evaluation of the Bid.

B. Specification Minimums. Bidders are reminded that the Specifications stated in the Scope of Work as part of this IFB are the minimum levels required and that Bids submitted must be for products or Services that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified will be deemed not responsive. It shall be the Bidder's responsibility to carefully examine each item listed in the Scope of Work.

C. Required Submittal. Bidders shall provide the entire IFB document (all pages) that contains the following completed pages/documents to be considered a responsive Bid:

1. Offer, signed in ink by a person authorized to bind the Bidder (Page i).

2. Price Sheet (Exhibit B or as subsequently replaced by Addendum).

3. Licenses; Certifications; DBE/WBE Status (Exhibit C).

4. References (Exhibit D).

5. Acknowledgment page, signed in ink, for each Addendum received, if any (Exhibit E).

D. Bidder Responsibilities. All Bidders shall (1) examine the entire Bid package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid and (4) submit the entire completed Bid package in accordance with Subsection 2.3(C) above, by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed** Offer page by a person authorized to bind the Bidder may be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.

E. Sealed Bids. All Bids shall be sealed and clearly marked with the IFB title and number on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid.

F. Address. All Bids shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office.

G. Bid Forms. All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic (email) or mailgram Bids will not be considered.

H. Modifications. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.

I. Withdrawal. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend or withdraw its Bid. Facsimile, electronic (email) or mailgram Bid amendments or withdrawals will not be considered. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline unless otherwise permitted pursuant to the City Procurement Code.

2.4 Inquiries; Interpretation of Specifications; Scope of Work.

A. Inquiries. Any question related to the IFB, including any part of the Specifications, Scope of Work or other Contract Documents, shall be directed to the Procurement Administrator whose name appears on the cover page of this IFB. Verbal or telephone inquiries directed to City staff **will not be answered**. Within five business days following the Final Date for Inquiries listed on the cover page of this IFB, answers to all questions received in writing or via e-mail will be compiled and posted to the City's website at https://www.avondaleaz.gov/procurement. Questions shall be submitted in writing or via email by the date indicated on the cover page of this IFB; the City will not respond to any inquiries submitted later than the Final Date for Inquiries. The Vendor submitting such inquiry will be responsible for its prompt delivery to the City. Any correspondence related to the IFB shall refer to the title and number, page and paragraph. However, the Bidder shall not place the IFB number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Bid and may not be opened until the Bid Opening. Any interpretations or corrections of the proposed Contract Documents will be made only by addenda duly approved and issued by the City. The City will not be responsible for any other explanations or interpretations of the Contract Documents.

B. Addenda. It shall be the Bidder's responsibility to check for addenda issued to this IFB. Any addendum issued by the City with respect to this IFB will be available at the City's procurement website at www.avondaleaz.gov/procurement.

C. Approval of Substitutions. The Materials, products, and equipment described in this IFB establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written request for approval has been received by the City Representative at least 10 Days prior to the Bid Deadline. Each such request shall include the name of the Material or equipment for which it is to be substituted and a complete description of the proposed substitute, including any drawings, performance and test data and any other information necessary for evaluation of the proposed substitute. If a substitute is approved, the approval shall be by written addendum to the IFB. Bidder shall not rely upon approvals made in any other manner.

D. Use of Equals. When the Scope of Work or Specifications for Materials, articles, products and equipment include the phrase "*or equal*," Bidder may bid upon and use Materials, articles, products and equipment that will perform equally the duties imposed by the general design. The City Representative will have the final approval of all Materials, articles, products and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior, written approval from the City Representative. Approvals for "equals" before Bid Opening may be requested in writing to the City Representative for approval. Requests must be received at least 10 Days prior to the Bid Deadline. The request shall include the name of the Material, article, product or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, performance and test data and any other information necessary for approval of the equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.

E. Bid Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Services and/or Materials to be furnished under this Contract, which have been estimated as stated in the Bidders' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidders' Offers presented for the Work under this Contract. The selected Contractor agrees that the City shall not be held responsible if any of the quantities shall be found to be incorrect and the Contractor will not make any claim for damages or for loss of profits because of a difference between the

quantities of the various classes of Services and/or Materials as estimated and the Services and/or Materials actually provided. If any error, omission or misstatement is found to occur in the estimated quantities, the same shall not (1) invalidate the Contract or the whole or any part of the Scope of Work, (2) excuse Contractor from any of the obligations or liabilities hereunder or (3) entitle Contractor to any damage or compensation except as may be provided in this Contract.

2.5 Prospective Bidders' Conference. A Prospective Bidders' Conference may be held. If scheduled, the date and time of the Prospective Bidders' Conference will be indicated on the cover page of this IFB. The Prospective Bidders' Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Prospective Bidders' Conference. Bidders are strongly encouraged to attend those Prospective Bidder's Conferences designated as non-mandatory. The purpose of the Prospective Bidders' Conference will be to clarify the contents of the IFB in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the City at the Prospective Bidders' Conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an amendment or addendum to the IFB.

2.6 New Materials. All Materials to be provided by the Contractor and included in the Bid shall be new, unless otherwise stated in the Specifications.

2.7 Pricing. Work shall be provided at the unit prices as set forth in the Price Sheet attached hereto as Exhibit B and incorporated herein by reference. Bid Prices shall be submitted on a per unit basis by line item, when applicable and include all applicable transaction privilege, sales or use tax. In the event of a disparity between the unit price and extended price, the unit price shall prevail. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item.**

2.8 Payment; Discounts. Any Bid that requires payment in less than 30 Days shall not be considered. Payment discounts of 30 Days or less will not be deducted from the Bid Price in determining the low Bid. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

2.9 Taxes. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Transaction privilege tax, sales tax and use tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item. Bidder should not include tax on any allowances. It is the sole responsibility of the Bidder to determine any applicable tax rates and calculate the tax accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the City.

2.10 Federal Funding. It is the responsibility of the Bidder to verify and comply with federal requirements that may apply to the Work (the "Federal Requirements"). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record keeping, necessary pay structures or other matters related to the Federal Requirements, if any.

2.11 Cost of Bid/Proposal Preparation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the City and will not be returned.

2.12 Public Record. All Bids shall become the property of the City. After Contract award, Bids shall become public records and shall be available for public inspection in accordance with the City's Procurement Code, except that any portion of a Bid that was designated as confidential pursuant to subsection 2.13 below shall remain confidential from and after the time of Bid opening to the extent permitted by Arizona law.

2.13 Confidential Information. If a Vendor/Bidder believes that a Bid, specification, or protest contains information that should be withheld from the public record, a statement advising the Procurement Agent of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor or Bidder as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the Procurement Agent shall inform the Vendor or Bidder in writing of such determination.

2.14 Vendor Licensing and Registration. Prior to the award of the Contract, the successful Bidder shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Vendor Registration Packet on file with the City Finance and Budget Department. Bidders shall provide license and certification information with the Bid, attached as Exhibit C and incorporated herein by reference. Upon the City's request, corporations and limited liability companies shall provide Certificates of Good Standing from the Arizona Corporation Commission.

2.15 Bidder Qualifications.

A. Experience and References. Bidder must demonstrate successful completion of at least three similar projects within the past 60 months, one of which must have a dollar value of at least 75% of the total bid for this Project as set forth in the Price Sheet, attached as Exhibit B. Total bid price does not include any City allowances identified. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this Project in size, nature and scope. References for these three projects shall be listed on the sheet attached hereto as Exhibit D and incorporated herein by reference. *These references will be checked*, and it is Bidder's responsibility to ensure that all information is accurate and current. Bidder authorizes the City's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide.

B. Investigation. The City's representative may conduct any investigation deemed necessary to determine the Bidder's ability to perform the Work in accordance with the Contract Documents. The three lowest Bidders may be requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

2.16 Certification. By submitting a Bid, the Bidder certifies:

A. No Collusion. The submission of the Bid did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer, agent or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled pursuant to subsection 3.14(E) below, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Contract.

E. No Signature/False Statement. The signature on the Bid and the Vendor Information Form is genuine. Failure to sign the Bid and the Vendor Information Form, or signing either with a false statement,

shall void the submitted Bid and any resulting Contract and the Bidder may be debarred from further bidding in the City.

2.17 Award of Contract.

A. Multiple Award. The City may, at its sole discretion, accept Bidder's Offer as part of a Multiple Award.

B. Line Item Option. Unless the Bidder's Offer indicates otherwise, or unless specifically provided within the Contract, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. The City's flexibility with respect to the method of award also includes any items bid as alternates, which may be accepted or rejected, in whole or in part, at the City's sole discretion.

C. Evaluation. The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Scope of Work, (2) tax-inclusive Price, including alternates selected by the City, if any, and taxes, but excluding "as-needed" services requested by the City and (3) Bidder qualifications to provide the Services/Materials.

D. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this IFB, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof and (3) cancel or reissue an IFB.

E. Offer. A Bid is a binding offer to contract with the City based upon the terms, conditions and specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or specifications are modified by a written addendum or contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the City. Bidder Offers shall be valid and irrevocable for **120** Days after the Bid Opening.

F. Protests. Any Bidder may protest this IFB, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the City Procurement Code.

ARTICLE III – GENERAL TERMS AND CONDITIONS

3.1 Term.

A. Initial Term. This Contract shall be effective from the date it is fully executed by the City and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.

B. Renewal Terms. After the expiration of the Initial Term, this Contract may automatically renew for up to four successive one-year terms (each a "Renewal Term") if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year. The City of Avondale Procurement Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Avondale Procurement Office will determine whether the requested price increase or an alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

C. Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Contractor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms

or conditions of the Agreement and (ii) any and all Contractor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

3.2 Compensation. The City shall pay the Contractor for Services completed and accepted by the City at the rates set forth in the Price Sheet. The Contractor shall not commence any billable Work or provide any Services under this Contract until the Contractor receives an executed purchase order from the City.

3.3 Payments. The Contractor will be paid on the basis of invoices submitted following acceptance of the Services/Materials. All invoices shall document and itemize all Services performed and Materials delivered in sufficient detail to justify payment and shall include the Work Order number authorizing the transaction and shall be delivered to the City Accounts Payable address indicated on the face of the Work Order, unless otherwise specified. All transportation charges must be prepaid by the Contractor. If invoice is subject to a cash discount, the discount period will be calculated from the date of receipt of the claim or the Materials, whichever is later.

3.4 Documents. All documents prepared and submitted to the City pursuant to this Contract shall be the property of the City.

3.5 Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant's sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

3.6 Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Contract. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Contract, key personnel shall not be removed or replaced without prior written notice to the City. The term "Key Personnel" means individuals who will be directly assigned to this Project and includes, but is not limited to, the owner, principals, project manager, project superintendent, scheduler, engineer and supervisory personnel. At least two of the Bidder's Key Personnel must have a minimum of three years' experience in similar projects (defined above) and the scheduler must have experience in employing scheduling techniques appropriate for this Project. Resumes of Key Personnel shall be submitted upon request by the City's representative. If Key Personnel are not available to perform the Services for a continuous period exceeding 30 Days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

3.7 Inspection; Acceptance. All Work shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

3.8 Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees or Subcontractors any business registrations or licenses required to perform the specific Services set forth in this Contract. The City has no obligation to provide tools, equipment or Material to Contractor.

3.9 Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

3.10 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the Work or Services of the Contractor, its officers, employees, agents, or any tier of Subcontractor in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

3.11 Changes; Cancellation. The City reserves the right to cancel or make changes in the Services or Materials to be furnished by the Contractor within a reasonable period of time after issuance of Work Orders. If such changes cause an increase or decrease in the amount due under the Work Order, or in the time required for Contractor's performance, an acceptable adjustment shall be made and the Work Order shall be modified in writing accordingly. Any agreement for adjustment must be asserted in writing within 10 Days from when the change is ordered. Should a Work Order be canceled, the City agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The City will not reimburse the Contractor for any costs incurred after receipt of a notice of cancellation from the City, or for lost profits, shipment of product or costs incurred prior to issuance of a Work Order.

3.12 Insurance.

A. General.

1. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Contract at the City's option.

2. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

3. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Contract.

4. Coverage Term. All insurance required herein shall be maintained in full force and effect until all Work or Services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Contract.

5. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Contract and in the protection of the City as an Additional Insured.

6. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

7. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the Work or Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

8. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

9. Use of Subcontractors. If any Work under this Contract is subcontracted in any way, Contractor shall execute written agreement(s) with its Subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

10. Evidence of Insurance. Prior to commencing any Work or Services under this Contract, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 Days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing this Contract. A $25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(i) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(ii) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(iii) Excess Liability - Follow Form to underlying insurance.

b. Contractor's insurance shall be primary insurance with respect to performance of the Contract.

c. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of Work or Services performed by Contractor under this Contract.

d. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

B. Required Insurance Coverage.

1. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

2. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's Work or Services under this Contract. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

3. Professional Liability. If this Contract is the subject of any professional Services or Work, or if the Contractor engages in any professional Services or Work in any way related to performing the Work under this Contract, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate.

4. Workers' Compensation Insurance. If Contractor employs anyone who is required by law to be covered by workers' compensation insurance, Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of Work or Services under this Contract and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

C. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 Days' prior written notice to the City.

3.13 Applicable Law; Venue. This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in Maricopa County, Arizona.

3.14 Termination; Cancellation.

A. For City's Convenience. This Contract is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed Services performed and Materials delivered to the termination date.

B. For Cause. If either party fails to perform any obligation pursuant to this Contract and such party fails to cure its nonperformance within 30 Days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Contract immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 Days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (1) provides written notice to the non-defaulting party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 Days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

C. Due to Work Stoppage. This Contract may be terminated by the City upon 30 Days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to Work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

D. Conflict of Interest. This Contract is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the City or any of its departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

E. Gratuities. The City may, by written notice to the Contractor, cancel this Contract if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Contract. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

F. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this 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 discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement 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 Agreement. 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 this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor 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 section.

3.15 Miscellaneous.

A. Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that all Services and Materials provided under this Contract are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and 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 Contractor, its employees or Subcontractors. The Contractor, and not the City, shall determine the time of its performance of the Services provided under this Contract so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2.1 above and in Exhibit A. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Contract.

B. Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Contract ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services or Materials including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future state and federal laws; and (3) existing and future OSHA standards.

C. Contract Amendments. This Contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor; provided, however, that Change Orders may be issued and approved administratively by the City when such changes do not alter the Contract Price.

D. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract will promptly be physically amended to make such insertion or correction.

E. Severability. The provisions of this Contract are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

F. Entire Agreement; Interpretation; Parol Evidence. This Contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the

provisions of this Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.

G. Assignment; Delegation. No right or interest in this Contract shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Contract by Contractor.

H. Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the Services or Materials specified herein without the prior, written approval of the City. The Contractor is responsible for performance under this Contract whether or not Subcontractors are used.

I. Rights and Remedies. No provision in this Contract shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Contract. The failure of the City to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the City's acceptance of and payment for Services, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Contract.

J. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

K. Liens. All Services or Materials shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

L. Offset.

1. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Contract.

2. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

M. Notices and Requests. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles A. Montoya, City Manager

With copies to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Marsha Chavez, Senior Buyer
Attn: Michael Wawro, City Attorney

If to Contractor: SALT RIVER EXTRACTION
5230 E BROADWAY C160
PHOENIX AZ 85040
Attn: BRAD VANDERSEE

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 (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (3) 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.

N. Overcharges by Antitrust Violations. The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

O. Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in accordance with subsection 3.15(M), of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. Force majeure shall not include the following occurrences:

1. Late Delivery. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.

2. Late Performance. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Subsection 3.15(O). Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the Work by force majeure, then the delayed party shall notify the other party in accordance with Subsection 3.15(M) and shall make a specific reference to this Section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of Substantial Completion or Final Completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

P. Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Contract.

Q. Records and Audit Rights. To ensure that the Contractor and its Subcontractors are complying with the warranty under subsection 3.15(R) below, Contractor's and its Subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and its Subcontractors' employees who perform any Work or Services pursuant to this Contract (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Contractor's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of Work under this Contract and (2) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 3.15 (R) below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Contract for the duration of the Work and until three years after the date of final payment by the City to Contractor pursuant to this Contract. Contractor and its Subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its Subcontractors reasonable advance notice of intended audits. Contractor shall require its Subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Contract.

R. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its Subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the City.

S. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

T. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Contract, the IFB, the Scope of Work, any City-approved Purchase Order, the Price Sheet, any City-approved Work Orders, invoices and the Contractor's response to the IFB, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2.1 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Contract. If the Agreement is renewed pursuant to Subsection 3.1(B) above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

U. Non-Exclusive Contract. This Contract is entered into with the understanding and agreement that it is for the sole convenience of the City of Avondale. The City reserves the right to obtain like goods and Services from another source when necessary.

V. Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Contract in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Contract shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Contract. The City shall not be responsible for any disputes arising out of transactions made by others.

EXHIBIT A
TO
INVITATION FOR BIDS NO. PW 20-004

[Scope of Work]

See following pages.

SCOPE OF WORK

Brine Waste Hauling Disposal Services
PW 20-004

I. Introduction. The City is in need of a licensed and qualified contractor skilled in the removal, transportation and disposal of non-hazardous liquid waste from the City of Avondale facilities listed below to a City-approved landfill site (the "Services"). An estimated 1,850,000 gallons of brine waste solution and 175,000 gallons of arsenic sludge (collectively, the "Liquid Waste") will be removed and disposed of annually. Preference will be given to Contractors who are able to perform the Services for all the Liquid Waste.

I. Minimum Requirements

A. Contractor shall have owned and operated their liquid waste removal equipment/service/supplies company for at least the last five (5) years and must give evidence of same.

B. Contractor shall have all licenses and permits required by federal, state and local agencies to perform the liquid waste transport and disposal services and perform such services in compliance with all applicable federal, state and local regulations, including Environmental Protection Agency (EPA) standards and shall include copies of said licenses with the bid submittal.

II. Locations. The following locations shall hereinafter be referred to individually as (the "Facility") and collectively as (the "Facilities").

A. Northside Arsenic Treatment Facility, 3850 N El Mirage Rd, Avondale, AZ;

B. Gateway Nitrate Removal Facility, 1960 N 99th Ave, Avondale, AZ; and

C. Garden Lakes Nitrate Removal Facility, 3100 N 107th Ave, Avondale, AZ.

III. Scope of Work.

A. Contractor must have all licenses and permits required by federal, state and local agencies and provide copies with their bid submittal.

B. Contractor shall perform the Services in a manner, and with equipment, that is in compliance with all applicable federal, state and local rules and regulations, including Environmental Protection Agency ("EPA") standards.

C. Contractor shall perform the Services as scheduled by the City, which will normally be Monday through Friday between the hours of 6:00 a.m. and 3:00 p.m. The Services shall also be available on Saturdays between 6:00 a.m. and 12:00 p.m., as requested by the City with 24 hours' advance notice. The City shall not be responsible for any extra compensation for overtime hours.

D. Contractor shall remove and transport Liquid Waste from the Facilities and dispose of liquid waste at a designated landfill site, as approved by City.

E. Contractor's technicians shall provide the non-hazardous waste manifest to the designated Facility representative at the time the Liquid Waste is removed.

F. Contractor shall perform the Services in all weather conditions and be fully responsible for the proper handling, transportation and disposal of the Liquid Waste.

G. Contractor shall guarantee all equipment and materials are used according to the specified guidelines and recommendations in the manufacturer's warranty.

H. The City shall determine the method used for Liquid Waste volume accountability. Contractor shall cooperate fully with City requests for inspection and monitoring frequency.

I. When performing the Services, Contractor shall keep the Facilities clean and free of waste materials, trash and debris at all times. The Contractor shall not use City property as a work area to service its vehicles or for Liquid Waste storage. Any cost of clean-up incurred by the City resulting from Contractor's actions will be deducted from monies owed the Contractor.

J. Contractor shall keep legible and detailed records of the Services performed and shall supply the City with accurate reports containing the date, quantity and type of Liquid Waste removed for EPA documentation.

K. Contractor shall provide the City with detailed monthly invoices including the following items:

i. Date and description of Services performed, including quantity and type of Liquid Waste removed.

ii. Facility serviced.

iii. Name of Contractor's technician(s).

iv. Facility arrival and departure times.

v. Transport manifest.

vi. Disposal Facility weight ticket(s).

L. All documents and invoices shall be submitted to the Contract Manager at:

City of Avondale Municipal Operations Service Center
399 East Lower Buckeye Road
Avondale, Arizona 85323

M. Contractor shall be responsible for all transportation and disposal fees.

N. Contractor's price shall not include any stand-by fees.

O. If at any time the Contract Manager or Facility representative expresses dissatisfaction with the technician(s) or Services performed, Contractor will remedy the situation immediately.

V. Contractor Personnel Requirements.

A. Contractor shall designate a representative who will oversee the technicians assigned to this Contract and train them on the layout of the Facilities.

B. Contractor shall utilize qualified technicians to perform the Services. Helpers and/or non-technical personnel may assist only when accompanied by a trained, certified supervisor.

C. Contractor's technicians shall report to the City's Facility representative prior to commencing the Services.

D. Contractor's personnel must wear identification at the Facilities.

E. Contractor's personnel shall meet or exceed current EPA work practice standards.

EXHIBIT B
TO
INVITATION FOR BIDS NO. PW 20-004

[Price Sheet]

See following page(s).

SPECIFICATIONS/PRICE SHEET

PW 20-004

NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Specifications/Price Sheet shall be deemed as a NO BID entry for that item.

Item	Description	Estimated Quantity	Unit	Unit Price	Extended Price
1.	Brine waste solution removal, transport, and disposal services	1,850,000	Gallon	$0.16	$296,000
2.	Arsenic sludge removal, transport, and disposal services	175,000	Gallon	$0.16	$28,000
			TOTAL*		$ 324,000

*All bids are presumed to include all applicable taxes.

Landfill Name: Terra Solutions Evaporation Pond Facility

Address: 55851 W Smith Enke

Maricopa, AZ 85239

EXHIBIT C
TO
INVITATION FOR BIDS NO. PW 20-004
[Licenses; Certifications; DBE/WBE Status]

See following page.

LICENSE; CERTIFICATIONS; DBE/WBE STATUS

Brine Waste Hauling Disposal Services
PW 20-004

- **Attach a copy of Contractor's License and applicable certifications to your bid submittal.**
- **Attach a copy of your Business License* to your bid submittal.**

  * Business License must be a current Arizona Transaction Privilege (Sales) Tax License reflecting City as a reporting jurisdiction or current City Business License.

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____, No__x_____.

If yes, please provide details and documentation of the certification.

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Douglas A. Ducey
Governor

1110 West Washington Street Phoenix, Arizona 85007
(602) 771-2300 www.azdeq.gov

Henry R. Darwin
Director

REF#GIS&IT15- 0006
January 16, 2015

Brad Vandersee
SALT RIVER EXTRACTION
3230 E BROADWAY RD
PHOENIX, AZ 85040

RE: RCRA EPA ID number: AZR000516211 is assigned to:

SALT RIVER EXTRACTION
3434 E WOOD ST
PHOENIX, AZ 85040

Your facility is listed as: Not a Generator, Transporter of Hazardous Waste(TRN), Used Oil Transporter.

This EPA ID number is site-specific and is to be used for the regulated (RCRA) waste activity at the above site only. If there are any changes to the information regarding the above site submitted on the EPA RCRA Subtitle C Site Identification Form (Form 8700-12), you must notify Arizona by sending a new 8700-12. Each section of the 8700-12 must be filled out completely.

If your facility has a change of location, do not use the EPA ID number assigned to this location to manifest RCRA waste at the new location. Before generating RCRA waste at the new location, you must apply for an EPA ID by sending an 8700-12 for the new location. Your new location will be assigned an EPA ID number specific to that site.

In the future if your facility's RCRA waste activity at this site stops because of closure or change of location, then send a letter requesting deactivation of the EPA ID number assigned to this location. The deactivation letter should be on company letterhead. Include the following information regarding this location: the EPA ID number to be deactivated, name of facility, location or address of facility, the date that regulated waste activity stopped, and an original ink signature.

If you have any questions, or need assistance, please contact Dee Woodard at (602) 771-4232.

Sincerely,

Dee Woodard
P&PS II
GIS & IT Unit

U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
November 06, 2012

PERMIT
MC-803338-P
U.S. DOT No. 1460676
SALT RIVER EXTRACTION LLC
MESA, AZ

This Permit is evidence of the carrier's authority to engage in transportation as a **contract carrier of property (except household goods)** by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Service must be performed under a continuing agreement with one or more persons.

Jeffrey L. Secrist, Chief
Information Technology Operations Division

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

PMO

ARIZONA DEPARTMENT
OF
ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007
(602) 771-2300 • www.azdeq.gov

Janice K. Brewer
Governor

Henry R. Darwin
Director

May 12, 2014
REF: SWICU14-153

Mr. Brad Vandersee
Manager
Salt River Extraction DBA SRE Transportation
P.O. Box 22273
Mesa, AZ 85277

RE: Special Waste Shipper Identification Number - #320290, Salt River Extraction DBA SRE Transportation, 3935 E. Palm Street, Mesa, AZ 85215

Dear Mr. Vandersee:

Your application for an Arizona Special Waste Shipper Identification Number has been received and reviewed by the Arizona Department of Environmental Quality. The number assigned to the specific facility or site referenced above is #320290. This number must be used on all forms associated with the handling of wastes designated as "special wastes" by the State. In addition, the number shall be used for the specific facility listed on the application.

Please notify this Department if the specific facility or site discontinues the handling of special wastes and/or your handling procedures are expanded so that the special waste shipper account can be closed.

Thank you for your prompt attention to this matter. If you have any questions concerning the handling of special waste please feel free to contact me at (602) 771-4103 or toll free at (800) 234-5677 Ext. 771-4103.

Sincerely,

Jaclyn M. Palermo, Manager
Solid Waste Inspections and Compliance Unit
Waste Programs Division

Southern Regional Office
400 West Congress Street • Suite 433 • Tucson, AZ 85701
(520) 628-6733

Printed on recycled paper

PERMIT TO OPERATE

This permit is not transferable and must be placed in a conspicuous place.
A copy of the most recent inspection report for this establishment is available upon request.

Special Conditions:

Permit Owner:
Salt River Extraction LLC
Amy Pedersen
3230 E Broadway Rd C-160
Phoenix AZ 85040

Permit Type: NHLW Hauler
Class:
Permit Number: NV-18-0016
Expiration Date: 05/31/2020
Notes:
Truck #508

Premises:
Salt River Extraction
3230 E Broadway Rd, Unit C-160
Phoenix, AZ 85040

Please contact the Department prior to making any changes to the operation including ownership.
esd.maricopa.gov

NON-TRANSFERABLE AND NON-REFUNDABLE

Avondale

11465 W. Civic Center Drive, #270
Avondale, AZ 85323-6808

LICENSE NO: 90686

THIS NONTRANSFERABLE BUSINESS LICENSE IS ISSUED IN ACCORDANCE WITH THE CITY OF AVONDALE TAX CODE AND IS VALID ONLY WHILE OPERATING UNDER THE HEREIN SPECIFIED NAME AND LOCATION UNTIL EXPIRATION DATE. BUSINESS ACTIVITY MUST BE CONDUCTED IN COMPLIANCE WITH ALL BUILDING, FIRE AND ZONING CODES.

BUSINESS NAME: SALT RIVER EXTRACTION

EXPIRES: 12/31/19

BUSINESS LOCATION: LOCATION OUTSIDE AVONDALE *

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE

SALT RIVER EXTRACTION
3230 E BROADWAY #C-160
PHOENIX AZ 85040

ISSUED BY:
LINDSEY DUNCAN
City of Avondale
11465 W CIVIC CENTER DR
AVONDALE AZ 85323-6803

EXHIBIT D
TO
INVITATION FOR BIDS NO. PW 20-004

[References]

See following page.

Brine Waste Hauling and Disposal Services – PW 20-004

Company Qualifications

SRE TRANSPORTATION
Environmental Transportation Services

Salt River Extraction dba SRE Transportation (SRE) was established in 2005 to provide environmental transportation services to the water and waste water industries. Since that time, SRE has grown from 1 truck to a fleet of 18 trucks and has developed into a diverse waste transportation and services company. Transporting over 15 million gallons annually, SRE is one of the largest volume transportation companies in the southwest managing all types of bulk liquid, solid and special waste streams.

At present, SRE maintains a staff of 25 employees committed to the safe, compliant & efficient performance of services for our clients. This staff includes drivers, operators, technicians, project managers and professionals with a combined experience of over 150 years in the industry. We service many customers with critical operations that depend highly on expedited removal services and we routinely provide high quality and efficient service to prevent facility interruptions or shutdowns.

SRE has a proven and successful track record in the water industry with large liquid removal projects, tank cleanings, vessel clean outs and emergency response. Our operations focus on quick and efficient coverage to all areas throughout the southwest. Our fleet size allows us to efficiently manage removal projects of large volumes 24 hours a day 7 days a week.

Our senior Project Manager who will be assigned to this contract has significant experience and knowledge in the water treatment waste industry. We have managed the removal in excess of 100 million gallons of brine water and ion exchange waste over the last 14 years without 1 facility shutdown, a single plant upset or any operational failures due to our services. At SRE Transportation WE GUARANTEE OUR SERVICE!

terra solutions

To meet the need of the growing demand for environmentally sound, clean and cost-effective waste water disposal, the ownership of SRE built and now operates Terra Solutions. Terra Solutions is located outside of Phoenix, AZ and logistically services customers throughout the southwestern US. It is the only facility of its kind in the region that is specifically designed to dispose of brine water and sludge from the groundwater treatment industry.

The facility is a fully permitted site with zero discharge and zero processing, only using solar evaporation as the sole source of treatment. We exclusively accept only permitted types of waste water (Brine Water & Sludge) from specific sources. All waste streams are vetted through our operations and management team to ensure facility compliance and eliminate risk and liability for our customers. By utilizing clean and efficient evaporation methods in a controlled environment, Terra Solutions provides its customers the greatest liability protection compared to other disposal options at industrial waste plants or landfills.

Operating in full compliance on 10 acres of zoned property, the facility has the capability to manage in excess of 10 million gallons annually. The Terra Solutions team is comprised of state certified operators, nationally recognized water & wastewater engineers and management with 20+ years industry and operating experience. By providing clean technology, a low carbon footprint, and long-term waste and liability reduction, Terra Solutions is the industry leader in waste water management services.

By combining the service quality and industry expertise of SRE Transportation with the proven, clean disposal operations at Terra Solutions, our water treatment customers have a partner that provides the greatest liability protection and the most environmentally sound disposal option in the industry.

3230 E Broadway Suite C-160
Phoenix, AZ 85040
www.sretransport.com
www.terrasolutionsaz.com

REFERENCES

Brine Waste Hauling Disposal Services
PW 20-004

Provide the following information for three clients for whom Bidder has successfully completed similar projects as set forth in Section 2.15 within the past 60 months. Failure to provide three accurate and suitable references may result in disqualification. Bidder may also attach another sheet with additional references.

1. Company: Arizona Water Company
   Address: 3805 N Black Canyon Hwy
   City/State/Zip Code: Phoenix AZ 85015
   Contact: Regina Lynde
   Telephone Number: 602-240-6860
   Date of Contract Initiation: 2013 Contract Expiration Date: 2024
   Project Description: Brine Water and Arsenic Sludge Disposal
   Contract Value: $ 850,000 Annual Amount

2. Company: Town of Buckeye Water Resources
   Address: 423 Arizona Eastern Ave
   City/State/Zip Code: Buckeye AZ 85326
   Contact: David DePaulo
   Telephone Number: 623-236-4094
   Date of Contract Initiation: 2014 Contract Expiration Date: 2020
   Project Description: Brine Water and Arsenic Sludge Disposal
   Contract Value: $ 150,000 Annual Amount

3. Company: Arizona Department of Transportation Water and Wastewater Department
   Address: 1655 W Jackson
   City/State/Zip Code: Phoenix AZ 85007
   Contact: Anthony Luther
   Telephone Number: 602-712-8263
   Date of Contract Initiation: 2014 Contract Expiration Date: 2020
   Project Description: Water and Wastewater Disposal
   Contract Value: $ 400,000 Annual Amount

EXHIBIT E
TO
INVITATION FOR BIDS NO. PW 20-004

[Acknowledgment of Addenda received, if any]

See following page(s).

Avondale
Aspiring. Achieving. Accelerating

City of Avondale
Public Works Department

INVITATION FOR BIDS

Brine Waste Hauling Disposal Services
PW 20-004

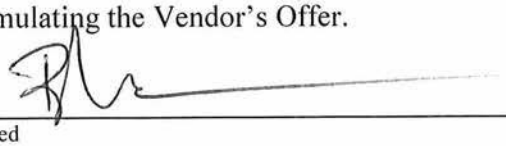
Addendum No. 1

August 12, 2019

The following changes and/or additions are hereby made to the original Invitation for Bid referenced above.

Solicitation Information and Schedule. The Mandatory Pre-Bid Meeting time is hereby changed from 8:00 a.m. to 10:00 a.m. on August 14, 2019. Bidder must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the bid. The balance of the Invitation for Bids remains the same.

Salt River Extraction LLC dba SRE Transportation, affirms that ADDENDUM No. 1 has been
(Name of Vendor/Designee)
received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Vendor's Offer.



Signed, 9/3 ~~2017~~ 2019
Date

Brad Vandersee
Print Name

General Manager
Title

Salt River Extraction LLC dba SRE Transportation
Company Name

3230 E Broadway C 160
Address

Phoenix AZ 85040
City, State, Zip Code

END OF ADDENDUM No. 1

1858017.1

INVITATION FOR BIDS

Brine Waste Hauling Disposal Services
PW 20-004

Addendum No. 2

August 19, 2019

The following changes and/or additions are hereby made to the original Invitation for Bid referenced above.

Pre-Bid Meeting. A non-mandatory pre-bid meeting has been scheduled as follows:

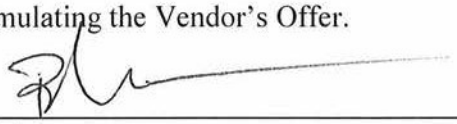
August 28, 2019 at 8:00 a.m. (local-time, Phoenix, Arizona)
City Hall, Mesquite Conference Room
11465 West Civic Center Drive
Avondale, Arizona 85323
(Site visit of the properties will be held immediately following the pre-bid meeting.)

Final Date for Inquiries. The final date for inquiries has been postponed to August 30, 2019.

Bid Deadline. The bid deadline has been postponed to September 11, 2019 at 5:00 p.m. (local-time, Phoenix, Arizona). Bids will be opened on September 11, 2019 at 5:00 p.m. (local-time, Phoenix, Arizona).

Bidder must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the bid. The balance of the Invitation for Bids remains the same.

Salt River Extraction LLC dba SRE Transportation, affirms that ADDENDUM No. 2 has been
(Name of Vendor/Designee)
received and that the information contained in ADDENDUM No. 2 has been incorporated in formulating the Vendor's Offer.



Signed, 9/3 Date 2019

Brad Vandersee
Print Name

General Manager
Title

Salt River Extraction LLC dba SRE Transportation
Company Name

3230 E Broadway C 160
Address

Phoenix, AZ 85040
City, State, Zip Code

END OF ADDENDUM No. 2

EXHIBIT F
TO
INVITATION FOR BIDS NO. PW 20-004

[Work Orders]

See following pages (to be attached subsequent to execution).

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.O. Shums Coda - Building Inspections, Building Official and Building Plan Review Services
DATE PREPARED: 09/16/21	**DISTRICT NO.:** 21/22
STAFF LIAISON: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (623) 349-6225	
DEPARTMENT: Construction and Contracting	**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 Task Order No. 4 to the On-Call Consulting for Engineering and Architectural Services for Building Inspections, Building Official and Building Plan Review Services Contract (No. 2017-010-002) between the City of Buckeye, an Arizona municipal corporation, and Shums Coda Associates, Inc., an Arizona corporation, related to building inspections, building official and building plan review services; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.

RELEVANT GOALS:
GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:
The Development Services Department is requesting funds through Task Order No. 4 to keep up with the current demand for Building Inspections, Building Official and Building Plan Review Services. SHUMS Coda, Inc. will provide assistance with Building Inspections, Building Official and Building Plan Review Service reviews and other project related services.

BENEFITS:
To maintain or exceed customer service expectation in the Development Services Department.

FUTURE ACTION:
None

FINANCIAL IMPACT STATEMENT:
10005180-520056 - $750,000

CURRENT FISCAL YEAR TOTAL COST:
$750,000

BUDGETED:
Yes

FISCAL YEAR:
21/22

FUND/DEPARTMENT:
10005180-520056/Development Services

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

ATTACHMENTS:
Shums Coda TO4.pdf

CITY OF BUCKEYE
ON-CALL CONSULTING FOR
ENGINEERING AND ARCHITECTURAL SERVICES

SHUMS CODA ASSOCIATES
CONTRACT #2017-010-002
Task Order No. 4

In accordance with the On-Call Consulting for Engineering and Architectural Services Contract between the City of Buckeye (the "City") and Shums Coda Associates, ("Consultant"), dated the 15th day of August, 2017, the Consultant will perform the following Scope of Services as detailed in Article 1, subject and pursuant to the terms and conditions of the Engineering and Architectural Services Contract for On-Call Engineering and Architectural Services.

ARTICLE 1
SCOPE OF SERVICES

Consultant shall provide services for City of Buckeye Building Inspections, Plan Reviews, and Building Services, as further described in Exhibit A.

ARTICLE 2
SCHEDULE OF COMPLETION OF SERVICES

The Consultant shall commence work immediately upon execution of this Task Order and will continue until such time that the Scope of Services has been completed and approved by the City.

ARTICLE 3
FEE BREAKDOWN

Total cost to complete the projects under this Task Order as identified in Article 1 shall not exceed Seven Hundred and Fifty Thousand Dollars and Zero Cents ($750,000.00).

This Task Order No. 4 is subject to the terms and requirements of the Consultant Contract and may be cancelled pursuant to the provisions of Arizona Revised Statutes Section 38-511.

THEREFORE, the City of Buckeye by its City Mayor has hereunto subscribed his name on this date: _____.

CITY

THE CITY OF BUCKEYE, ARIZONA
an Arizona Municipal corporation

By: _____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda Aja, City Clerk

RECOMMENDED:

_____
Christopher A. Williams, Manager
Construction & Contracting Division

APPROVED AS TO FORM:

_____
City Attorney

CONTRACTOR:
SHUMS CODA ASSOCIATES

By: Christine Godinez
_____
Name

Chief Operating Officer
_____
Title

Adobe Sign Transaction Number: CBJCHBCAABAAgiUBt-MF-S63_oaroT9dYzqyMA53GLqZ

EXHIBIT A

SCOPE OF WORK
AND
FEE SCHEDULE

June 9, 2021

Cathy Clemons
Deputy Director of Administration
Development Services Department
City of Buckeye
530 East Monroe Avenue
cclemons@buckeyeaz.gov

Subject: Anticipated Contractual Costs – July thru December, 2021

For over the past couple of years Shums Coda Associates (SCA) has enjoyed working with your staff to provide building inspections, plan reviews and Building Official services. We know the City of Buckeye is one of the fastest growing cities in Arizona and the United States and that your workloads have been ever increasing. This naturally causes an undue burden on your staff as they continually attempt to maintain or exceed customer service expectations. As with many cities in Arizona, and other states, plan review and inspection consultants are being used to handle this influx of work rather than staffing up. While increasing your fulltime employee headcount is an option, we all know that there will be another decrease in construction activity which will most likely require initiating a reduction in force as occurred during the past recession. Using a third-party contractor, such as SCA, allows flexibility if, and when, this does occur. Contract employees are reduced while maintaining the fulltime City employees.

Through your guidance and feedback, we feel that we have established a positive working relationship with you and your staff and would like to continue to do so again for the coming fiscal year.

It is our intent to keep our billing rates as have been established by the initial contract with the following modifications that both the City and SCA have previously agreed upon.

Those hourly rates are as follows:

Clerical Services	$45
Inspection Services	$50 - 115
In-house Plan Reviews	$100
Fire Plan Review/Inspection Services	$100
Plan Reviews Based on Valuation	65% of the City's Plan Review Fee

With these figures established, and assuming a full year of services, we feel the following costs are likely to be incurred for the fiscal year:

	Hourly Rate	Hours/Week	# Weeks	Total
Inspection Services	$70-90	~200	24	$384,000
Fire Plan Review/Inspection Services	$100	40	24	$96,000
Plan Reviews Based on Valuation				$270,000
			TOTAL	**$750,000**

Again, it is understood that this total amount will vary depending on the need for our services and the amount of activity occurring in Buckeye.

Best Regards,

Christine Godinez
Chief Operating Officer

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.P. Pilot Well Exploration
DATE PREPARED: 09/16/21	**DISTRICT NO.:** 1
STAFF LIAISON: Chris Williams, Manager, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (623) 349-6225	
DEPARTMENT: Construction and Contracting	**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 Task Order No. 2 to the On-Call Water & Wastewater Specialties Engineering Services Contract (No. 2016-020-015) between the City of Buckeye, an Arizona municipal corporation, and Southwest Groundwater Consultants, a Division of Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C., an Arizona Corporation, for consulting services for five pilot test boreholes; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.

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 intent of this Capital Improvement Project is to explore pilot test boreholes at: Tract A well site, Odyssey School, Ross Distribution Center, Vista Bonita (TBD) or 2nd site at the Ross Distribution Center, Mayfield. Design site specific test borehole drilling, logging, and zonal testing specifications. Oversee test borehole construction, logging, zonal sampling, falling head testing, and borehole abandonment. Prepare reports of test results and findings including recommendations to complete at a later date a production well at the test site(s) with a new well design and cost estimate or abandon the test borehole. Consultant has an On-Call Contract with the City of Buckeye.

BENEFITS:
Increase well capacity and quality of existing well and bring production to the Jackie A. Meck Water Campus.

FUTURE ACTION:

FUTURE ACTION:

Once a new well is determined, the following may need to be completed to complete future production

Wells:

- Purchase land for Well Site(s)
- Acquire easements for well access, construction and future raw water pipeline
- Design Well(s)
- Construction of Well(s)
- Construction of Raw water pipeline(s) to the JMWC

FINANCIAL IMPACT STATEMENT:
This portion of the project will be paid out of the Water Fund.

CURRENT FISCAL YEAR TOTAL COST:
$263,072.00

BUDGETED:
Yes

FISCAL YEAR:
2021/2022

FUND/DEPARTMENT:
40001113-543151

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Southwest Groundwater Consultants Contract 2016-020-015.pdf
MAP.pdf

CITY OF BUCKEYE

ON-CALL WATER & WASTEWATER SPECIALTIES

ENGINEERING SERVICES CONTRACT 2016-020-015

Southwest Groundwater Consultants, a Division of Matrix

New World Engineering, Land Surveying and Landscape Architecture, P.C.

Task Order No. 2

In accordance with the Consultant Services Contract between the City of Buckeye, an Arizona municipal corporation, (the "City") and Southwest Groundwater Consultants, a Division of Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. an Arizona corporation ("Consultant"), dated the 7th day of March, 2017, the Consultant will perform the following Scope of Services as detailed in Article 1, subject and pursuant to the terms and conditions of the Consulting Services Contract for On-Call Engineering Services.

ARTICLE 1
SCOPE OF SERVICES

Consultant will assist the City of Buckeye by permitting pilot test boreholes at Tract A, Odyssey School, Ross Distribution Center, Vista Bonita (TBD) or 2nd site at Ross Distribution Center and Mayfield. Consultant will also design site-specific test borehole drillings, oversee testing boreholes and prepare reports of test results and findings more particularly set forth in Exhibit A.

ARTICLE 2
SCHEDULE OF COMPLETION OF SERVICES

The Consultant shall commence work immediately upon issuance of this Task Order and complete the services and deliverables within Fifty (50) calendar days from Notice to Proceed unless terminated as otherwise provided pursuant to the terms and conditions of the Consulting Serves Contract for On-Call Professional Services.

ARTICLE 3
FEE BREAKDOWN

Total cost to complete the project under this Task Order as identified in Article 1 shall not exceed **Two Hundred Sixty Three Thousand Seventy Two Dollars and Zero Cents ($263,072.00).**

This Task Order No. 2 is subject to the terms and requirements of the Consultant Contract and may be cancelled pursuant to the provisions of Arizona Revised Statutes Section 38-511. If there is a discrepancy between the terms and conditions of the Contract and Scope of Work, the Contract supersedes the Scope of Work.

THEREFORE, the City of Buckeye by its Mayor and City Clerk has hereunto subscribed their name this _____.

THE CITY OF BUCKEYE, ARIZONA:
an Arizona Municipal Corporation

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda Aja, City Clerk

CA Williams
_____
Chris Williams, Manager
Construction and Contracting Division

APPROVED AS TO FORM:

_____
City Attorney

CONTRACTOR:
Southwest Groundwater Consultants,
A Division of Matrix New World Engineering,
Land Surveying and Landscape Architecture, P.C.
an Arizona Corporation

Stephen D. Noel
_____
Stephen D. Noel, Director/Principal

EXHIBIT A
SCOPE OF WORK AND FEE SCHEDULE

August 10, 2021

MATRIXNEWORLD
Engineering Progress

Mr. Kevin Hitchcock – CCM, PMP, LEED AP
Supervisor, Construction PM
Construction & Contracting Division, City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Electronically Submitted to: khitchcock@buckeyeaz.gov

SUBJECT: SCOPE OF WORK AND COST ESTIMATE – PILOT TEST HOLES, VARIOUS LOCATIONS, CITY OF BUCKEYE

Dear Mr. Hitchcock:

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) has prepared the following scopes of work and cost estimate to:

- Permit pilot test boreholes at:
  - Tract A
  - Odyssey School
  - Ross Distribution Center
  - Vista Bonita (TBD) or 2nd site at the Ross Distribution Center
  - Mayfield
- Design site specific test borehole drilling, logging, and zonal testing specifications.
- Oversee test borehole construction, logging, zonal sampling, falling head testing, and borehole abandonment.
- Prepare reports of test results and findings including recommendations to complete at a later date a production well at the test site with a new well design and cost estimate or abandon the test borehole.

SCOPE OF WORK

The scope of work outlined above will be Test Borehole specific and include costs and schedule to complete. Base costs will be the same at each Test Borehole site but will vary per the aquifer conditions encountered – primarily the total depth of the borehole. The drilling contractor's unit rates for drilling and zone construction, sampling, and testing will govern the ultimate cost of the borehole.

TASK 1.0 - CITY OF BUCKEYE COORDINATION

Matrix hydrogeologists will coordinate with City of Buckeye (COB) the Test Borehole drilling and testing program including, but not limited to:

- Contracting
- Meetings with COB staff regarding Test Borehole siting (specific locations), permitting, drilling contractor access to the sites, water sources, and noise restriction requirements

TASK 2.0 – TEST BOREHOLES DESIGN AND PERMITTING (5 Boreholes)

Test Boreholes permitting will be conducted in compliance with ADWR and COB requirements.

Sub-task 2.1 – Collect, Review, and Analyze Available Hydrogeologic Data
Matrix will update its hydrogeologic data base in and around each Test Borehole site from several sources, including, but not limited to:

- City of Buckeye Files
- ADWR and US Geological Survey databases and reports (wells, water levels, production and quality, hydrographs) including Assured Water Supply studies.
- ADWR groundwater flow models of the West Salt River Valley and/or the Lower Hassayampa Sub-basin.
- Matrix (Southwest Ground-water Consultants, Inc.) corporate files.

Critical information would include locally completed wells, water quality, and production test results, completed borehole data with zonal water quality and production estimates, and 100-year impact projections of development on the regional aquifer.

Sub-task 2.2 - Conceptual Test Borehole Design and Permitting
Matrix will prepare a Test Borehole design based on the collection and review of local hydrogeologic data and the completion records of local wells. The Test Borehole design will meet the COB's requirements.

ADWR has recommended that Application 55-43B be used for the Test Boreholes (unlimited Test Boreholes per section per permit) that will provide authority to drill the boreholes, test, and abandon. If the borehole is to be converted to a production well ADWR permit 55-0001 will be used.

Sub-task 2.3 – Test Borehole(s) Technical Specifications
While the well permit application is being prepared, Matrix will also be preparing the Test Borehole Technical Specifications based on the results of Sub-task 2.2. Matrix will prepare borehole drilling, logging, zonal sampling and testing specifications for review and confirmation by owner and COB. An option to abandon the borehole and remove the temporary surface casing will be provided as well as capping the borehole for future well construction.

Matrix understands that the COB will be contracting with Arizona Beeman Drilling (Beeman) to conduct the Test Borehole drilling, logging, testing, and capping with the option to abandon. Preliminary costs and unit rates have been provided by Beeman to Matrix and have been incorporated into this cost proposal.

TASK 3.0 – TEST BOREHOLES INSTALLATION, LOGGING, AND TESTING

Matrix has prepared the following sub-tasks for the installation and testing of one (1) Test Borehole. This scope will pertain to all of the proposed Test Boreholes. The primary Task 2.0 work tasks are:

- Conduct borehole drilling, logging, zonal water sampling and testing oversight.
- Prepare final Test Borehole report with recommended final well design with option to abandon the borehole or cap for future well completion.

Matrix will be responsible for the construction and testing oversight of the Test Borehole per the technical specifications. This task will include site inspection, documentation of the drilling fluids used, compliance with specifications, and communication with contractor and COB representatives via site visits, telephone, e-mail, and meetings. Matrix will assign Arizona registered geologists and experienced technical staff to manage field operations and Test Borehole construction inspection activities. The proposed Matrix time commitment for Test Borehole construction and testing is presented in Chart 1.

CHART 1
CITY OF BUCKEYE PILOT TEST BORHOLES
INSTALLATION AND TESTING SCHEDULE FOR ONE TEST BOREHOLE

Work Task	Level of Construction Administration	Estimated Timeframe to Complete Task
Temporary Surface Casing Installation	Full time	1 day
Drilling Borehole	Part time	12 - 14 days
Geophysical Logging	Full time	1 day
Zonal Sampling and Falling Head Testing (7 samples)	Part time and full time	7 – 8 days
Borehole Backfill and Sealing	Part time	1 - 2 days
Temporary Surface Casing Capping	Full time	1 day
Borehole Abandonment (optional)*	Part time	1 – 2 days

Notes: For schedule and budget purposes, the well borehole depth will be 1,200 feet with 7 sample zones
*Includes temporary surface casing removal

Subtask 3.1 - Pre-construction Meeting and Temporary Surface Casing Installation

Matrix will meet Beeman at the site to confirm the borehole location, that the proper drilling licenses and permits are on hand, and health and safety measures are in place (pre-construction meeting). The surface borehole (top 38 feet with 2-feet stick-up) may be drilled, casing set, and cemented in place during this subtask.

Subtask 3.2 – Borehole Construction and Testing Administration

Throughout the borehole construction project, Matrix personnel will ensure that contractor activities are in compliance with the technical specifications.

Borehole Construction and Logging

During Test Borehole drilling activities, a Matrix geologist will describe the drilled cuttings, review the drilling penetration rate log, and analyze the geophysical logs to prepare a lithologic log of the borehole. Based on review of the borehole lithologic log and geophysics, Matrix will identify the major water bearing intervals and recommend selected zones for water quality sampling. Matrix will provide copies of the borehole data to COB representatives and will communicate via a meeting or teleconference our findings and recommend sampling zones for approval. Material from these zones will be sent to Roscoe Moss Company for grain size analysis (sieve analyses).

Zonal Sampling and Zonal Falling Head Testing

An estimated seven (7) zonal samples will be collected for water quality analysis and falling head testing. Matrix will present the approved zonal sampling intervals to Beeman in graphical form including depths and intervals for construction the zones. Matrix will provide oversight during sample zone construction and purging of each zone to assure the zonal samples are representative of the targeted water bearing interval.

Matrix will collect water samples in laboratory-supplied containers and submit the samples to the laboratory under chain-of-custody for rush analysis (120-hour tum-around). At a minimum, the zonal samples will be analyzed for the following parameters:

- Total Dissolved Solids
- Nitrate as Nitrogen
- Fluoride
- Total and Dissolved Arsenic
- Any other Specific Analytes required by COB

TASK 4.0 – TEST BOREHOLE REPORT

Following completion of the above tasks, Matrix will prepare a draft report documenting the results of all borehole construction, logging, sampling, and testing per the requirements set forth in the COB Engineering Design Standards (3-5.104). Of particular importance will be the zonal water quality and falling head test data, and the subsequent projections of new well production and pumped quality.

As a criterium for potentially completing a production well at a Test Borehole site a preliminary well spacing analysis will be conducted to determine if a new production well could be completed at the site that meets COB production standards without requiring an impact waiver from a well of record owner. This analysis will be based on criteria in accordance with the requirements of the ADWR (Rule R12-15-1302) for each well. The well impact analysis will be conducted using the THWELLS Analytical Method to determine pumping impacts and the potential loss of production at other approved COB well sites due to the additional well pumping. The results of this work will be used to determine the proposed annual pumping limit for a future production well at the Test Borehole site.

A final well design option will be presented based on the results of the borehole logging, zonal water sampling, and falling head testing for COB representatives to review and obtain design approval via a meeting or teleconference. It is not anticipated that the Test Borehole will be completed as a production well per the final design immediately but will be capped to evaluate future options – abandonment, completed as a production well in the near-term, or complete as a production well at a later date.

COSTS AND SCHEDULE

Matrix proposes to conduct the above scope of work on a time and material basis not to exceed the following cost estimates without authorization. The following costs include all Matrix fees and expenses per the scope of work. The drilling contractor (Beeman) costs will include the geophysical sub-contractor and will contract

directly with the COB. Matrix will contract directly with the laboratory for the zonal water sampling analyses. The breakdown of Matrix fees and expenses is presented in Chart 2.

COSTS

CHART 2 CITY OF BUCKEYE PILOT TEST BOREHOLES COSTS ESTIMATE			
Scope of Work	**Matrix Fees and Expenses**	**Beeman Estimated Costs***	**Total**
TASK 1.0 – COB COORDINATION	$1,600	$0	$1,600
TASK 2.0 – TEST BOREHOLES DESIGN AND PERMITTING (5 BOREHOLES)			
Sub-task 2.1 – Collect, Review, and Analyze Available Hydrogeologic Data	$1,800	$0	$1,800
Sub-task 2.2 – Conceptual Design and Permitting (include ADWR permit fee)	$2,750	$0	$2,750
Sub-task 2.3 – Technical Specifications	$3,800	$0	$3,800
TASK 3.0 – INSTALLATION, LOGGING, AND TESTING (1 - WELL)			
Sub-task 3.1 – Pre-construction Meeting and Temporary Surface Casing Installation	$2,600	$0	$2,600
Sub-task 3.2 – Borehole Construction and Testing Administration	$21,800	$223,122*	$244,922
TASK 4.0 – REPORT (1 TEST BOREHOLE)	$5,600	$0	$5,600
TOTAL	**$39,950**	**$223,122**	**$263,072**

* Assume 1,200 feet deep borehole and seven (7) zones to build, sample, and test. Borehole abandonment – approximately $8,750.

SCHEDULE

The schedule to complete Tasks 1.0 through 2.0 pertains to all five (5) Test Borehole sites and will take approximately three (3) weeks to complete.

Task 3.0, which pertains to each Test Borehole specifically will take approximately five (5) weeks to complete. The individual Test Borehole draft report will be completed within two (2) weeks from receipt of the uppermost zonal laboratory sample. The final report will be submitted within one (1) week of receipt of comments from the COB.

The overall Test Borehole construction, testing, and reporting schedule is approximately 7 weeks.

Please call if you have any questions or require additional information.

Sincerely,
Matrix New World Engineering



Stephen D. Noel, RG
Principal Hydrogeologist

Arizona Beeman Drilling

Phone: 480-983-2542
Fax: 480-983-4816
15563 E. Highway 60
Gold Canyon, AZ 85118

ESTIMATE

NAME / ADDRESS	DATE	ESTIMATE NO.
Matrix New World 3033 N. 44th St. Ste. 120 Phoenix, AZ 85018	8/3/2021	1278
	P.O. NO.	PROJECT
		Buckeye Test Holes

ITEM	DESCRIPTION	QTY	UNIT	COST	TOTAL
Mob/Demob	1. Mob/demob drill rig & equipment.	1	LS	45,000.00	45,000.00T
Water	A. Hauling water (if necessary)	0	LS	7,500.00	0.00T
Surface Case	2. Temporary Steel surface casing construction	1	LS	12,500.00	12,500.00T
Drill	3. Drill 16" borehole	1,000	LF	80.00	80,000.00T
Lost Circula...	A. Lost circulation	0	HR	400.00	0.00T
Lost Circula...	B. Lost circulation materials 20%	0	LS	0.00	0.00T
Hard Rock ...	C. Drilling for penetration less than 4 ft./hr	0	HR	400.00	0.00T
Logging	4. Conduct geophysical logging	1	LS	7,000.00	7,000.00T
Zonal Samp...	5. Furnish, install & remove all tools to set & air lift water samples	7	LS	8,000.00	56,000.00T
Zonal Samp...	A. Additional Airlifting	0	HR	200.00	0.00T
Zonal Samp...	B. Falling Head Test	12	HR	250.00	3,000.00T
Cement	6. Abandon Hole (Cement)	10	CY	525.00	5,250.00T
Abandon	A. Abandon Hole (Pea gravel)	70	TNS	150.00	10,500.00T
Abandon	B. Remove Temporary Surface Casing	1	LS	3,500.00	3,500.00T
Delay Time	8. Delay w/ crew	0	Hourly	450.00	0.00T
Delay Time	A. Delay w/o crew	0	Hourly	200.00	0.00T
Other Servi...	9. Taxes	1	LS	9,122.00	9,122.00T
				0.00	0.00

(Form 5005 on File) Tax Exempt
Contractors Exclusions & Assumptions

TOTAL $231,872.00

Kevin Hitchcock

From: Stephen Noel <snoel@mnwe.com>
Sent: Wednesday, August 25, 2021 8:34 AM
To: Kevin Hitchcock
Cc: Chris Williams
Subject: RE: COB Test Boreholes

[**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.]

Kevin

The difference in the two Beeman cost numbers (Chart 2 and the Beeman Estimate) is $8750. This cost is not added to the Chart 2 total, but is noted in the footnote. The borehole will initially be capped and evaluated with the potential of being abandoned (temporary surface casing removed and cement grout surface seal) or completed as a production well.

Abandonment includes cement grout from 40 feet to 5 feet ($5250) and removal of the temporary surface casing ($3500) for a total of $8750.

Steve

Stephen D. Noel, RG
Principal Hydrogeologist

Matrix New World Engineering
3033 N. 44th Street, Ste 270
Phoenix, AZ 85018-7226
O: 602.955.5547
C: 602.463.2797
snoel@mnwe.com



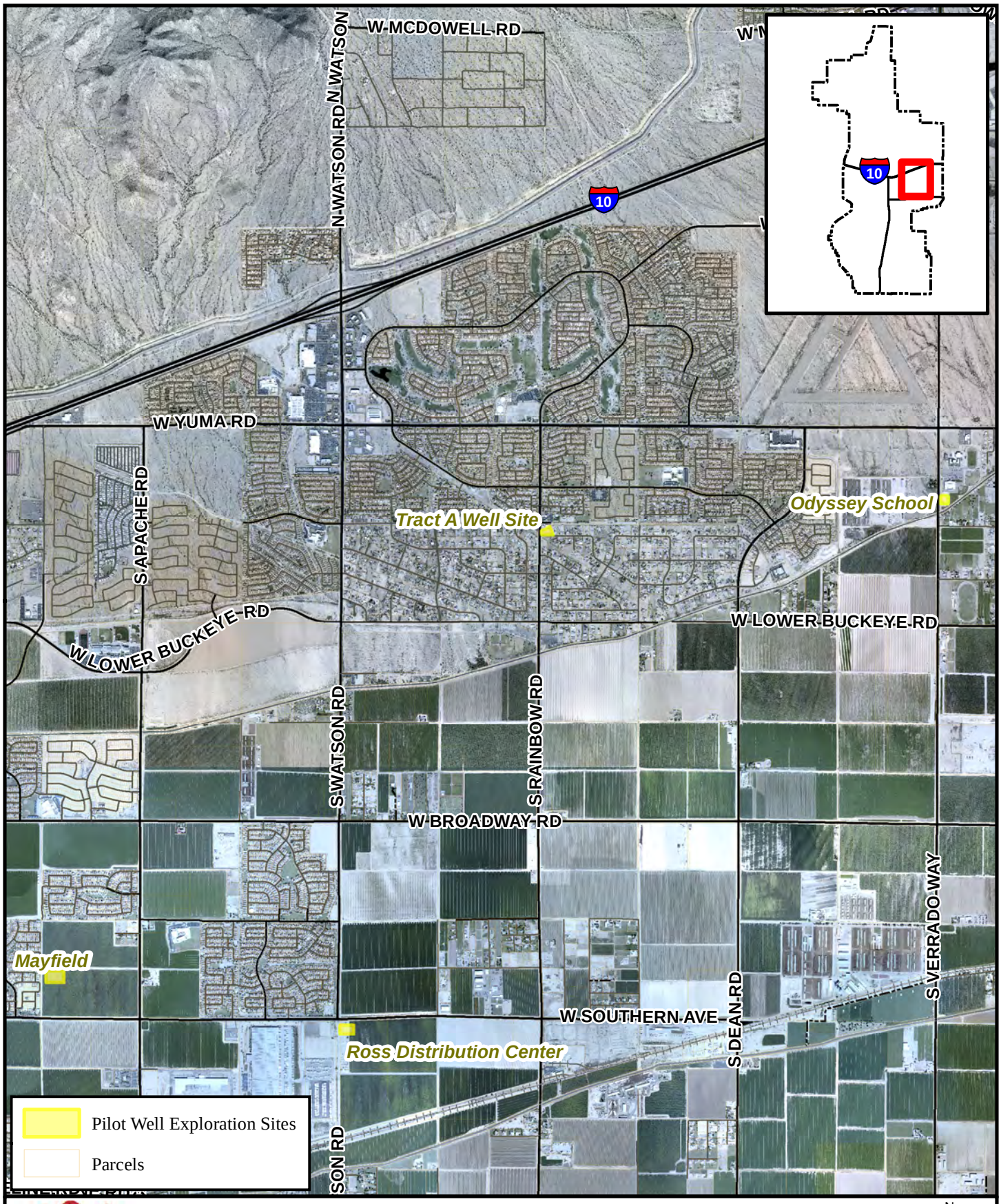
MATRIXNEWORLD
Engineering Progress

www.mnwe.com
Certified WBE Business

From: Kevin Hitchcock <khitchcock@buckeyeaz.gov>
Sent: Tuesday, August 24, 2021 4:21 PM
To: Stephen Noel <snoel@mnwe.com>
Cc: Chris Williams <cwilliams@buckeyeaz.gov>
Subject: RE: COB Test Boreholes

[EXTERNAL]
Yes we will need a test borehole near the well.

THANKS



BUCKEYE, AZ

CIP 100950 Pilot Well Exploration

While every effort has been made to ensure the accuracy of this information, the City of Buckeye makes no warranty, expressed or implied, as to its absolute accuracy and expressly disclaims liability for the accuracy thereof.

0 0.25 0.5 1 Miles

**Additional well site at Ross Distribution Center or Vista De Bonita TBD*

N

Date: 9/13/2021

Document Name: CIP100950_PilotWellExploration_8x11

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.Q. AIMS - Collections System Maintenance and Cleaning
DATE PREPARED: 09/16/21	**DISTRICT NO.:** ALL
STAFF LIAISON: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (602) 349-6225	
DEPARTMENT: Construction and Contracting	**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 Cooperative Contract Purchase Addendum to the Sewer Collection System Inspection Services Contract (No. 2022011) between the City of Buckeye, an Arizona municipal corporation, and Pipeline Video Inspection, LLC, dba AIMS Companies, an Arizona corporation, through the City of Scottsdale Cooperative Contract (No. 21RP035, expiration August 17, 2022), for vactor services; and authorizing the Mayor to execute and deliver said Contract on behalf of the City.

RELEVANT GOALS:
GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:
The City of Buckeye's Water Resources Department must provide vactor services for collection system maintenance and cleaning.

BENEFITS:
Allows staff to provide proper vactor services for collection system maintenance and cleaning.

FUTURE ACTION:
None

FINANCIAL IMPACT STATEMENT:
40013226-520037 - $200,000
40013221-520540 - $28,800
40013222-520543 - $28,800
40013223-520543 - $28,800
40013224-520543 - $28,800
40013225-520580 - $18,000

CURRENT FISCAL YEAR TOTAL COST:
$333,200

BUDGETED:
Yes

FISCAL YEAR:
21/22

FUND/DEPARTMENT:
Multiple

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Pipeline Video Inspection, LLC.pdf

COOPERATIVE CONTRACT PURCHASE ADDENDUM
BETWEEN THE CITY OF BUCKEYE
AND
PIPELINE VIDEO INSPECTION, LLC dba AIMS COMPANIES

SEWER COLLECTION SYSTEM INSPECTION SERVICES
CONTRACT NO. 2022011

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is made between the City of Buckeye, an Arizona municipal corporation (the "City") and Pipeline Video Inspection, LLC dba AIMS Companies an Arizona corporation (the "Contractor").

WHEREAS after a competitive procurement process, the City of Scottsdale entered into Contract No. 21RP035 dated August 18, 2021, with the Contractor for sewer collection system inspection services (the "City of Scottsdale Contract"), as more detailed in the and Pipeline Video Inspection, LLC dba AIMS Companies proposal, attached hereto as Exhibit A and incorporated herein by reference.

WHEREAS the City is permitted by Section 24-3-15 et seq. of the City Procurement Code to make purchases via cooperative purchasing pursuant to a cooperative purchasing Contract.

THEREFORE, the City desires to enter into the Contract with the Contractor under the City of Scottsdale, Cooperative Contract No. 21RP035, for sewer collection system inspection services and issues the following addendum to the Original Contract. This Contract shall be effective as of the date first set forth for approval and remain in effect until the City of Scottsdale Contract is not renewed.

THEREFORE, the City of Buckeye by its Mayor and City Clerk have hereunto subscribed their names this _____.

CITY:
THE CITY OF BUCKEYE, ARIZONA
An Arizona Municipal corporation

By: _____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda Aja, City Clerk

RECOMMENDED:

_____
Christopher A. Williams, Manager

Construction & Contracting

APPROVED AS TO FORM:

_____
City Attorney

CONTRACTOR:
PIPELINE VIDEO INSPECTION, LLC dba AIMS COMPANIES

Todd Taylor
_____
Name

Todd Taylor
_____
Signature

VP of Business Development
_____
Title

Adobe Sign Transaction Number: CBJCHBCAABAAtN-IFIas3teLJvUDVeZv-U0y2jVbB1O_

EXHIBIT A

COOPERATIVE CONTRACT PURCHASE ADDENDUM
VACTOR SERVICES

[CITY OF SCOTTSDALE CONTRACT]
See following Pages



COPY

CITY OF SCOTTSDALE

Sewer Collection System Inspection Services
RFP #21RP035 - Lot A

STATEMENT OF QUALIFICATIONS

AIMS COMPANIES

Proposal proudly submitted on 07/06/2020

Pipeline Video Inspection, LLC
(DBA AIMS Companies)

925

July 6, 2021

The City of Scottsdale
Cheryl Champine - Bid Contract Specialist
9191 E San Salvador Dr
Scottsdale, AZ 85258

Attention: Cheryl Champine - Bid Contract Specialist

Reference: RFP #21RP035 - Sewer Collection System Inspection Services - Lot A

Ms Champine and Members of the Selection Comittee,

On behalf of AIMS Companies, I would like to thank the City of Scottsdale for the opportunity to provide the following proposal for the sewer collection system inspection program for Lot A . AIMS is uniquely qualified to perform this work in a safe and productive manner based on our experience of numerous complex project awards throughout the United States and the City of Scottsdale.

We understand the importance of this program and believe that our dedication to quality and service, industry-leading expertise, and safety culture, allow us to be the team of choice with regards to your needs for sewer line inspection and cleaning. AIMS has a complete understanding of the objectives and requirements for the Lot A solicitation and has the capabilities to execute the contract safely and efficiently.

The AIMS Companies Team greatly appreciates the team atmosphere and communication we have received while working together over the past 5 years. Since being awarded the initial contract, AIMS has worked hand in hand with the City to optimize scheduling, in order to reduce potential for delays and unnecessary costs. We value the City of Scottsdale and look forward to continuing the relationship we have built together as a team. If you have any questions, or need additional information, please do not hesitate to contact me.

Best Regards,

Bill Werner

Bill Werner
Branch Manager
Mobile: 480-739-7216
bwerner@aimscompanies.com
www.aimscompanies.com

City of Scottsdale
RFP #21RP035 - Sewer Collection System Services - Lot A

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COMPANY HISTORY

Company name:

Pipeline Video Inspection, LLC dba AIMS Companies (AIMS)

Years in business:

21 years

Company Introduction:

Formed in 1999, **Pipeline Video Inspection, LLC** DBA **AIMS Companies (AIMS)** has shown industry leadership through our approach and technology to serve utility companies and industrial clients across the United States. We are an organization that is proud to train and support an ever-growing team of industrial services professionals.

Throughout our 21 years in business, we have encountered all types of scenarios while providing construction and inspection services for the utility industry. We have recorded and analyzed each situation and added them to our corporate safety manual and best practice manuals. Our employees utilize this invaluable experience everyday, applying the benefits of decades of lessons-learned to their current project assignments to increase efficiencies and best serve our clients.

AIMS has been serving industrial sector clients throughout the United States since 1999 with a variety of services, including:

- **Vacuum Excavation**
- **Hydro Excavation**
- **Pipeline Cleaning**
- **Hydro Blasting**
- **Crossbore Inspection**
- **Stormwater Services**
- **Protective Coatings**
- **Pipeline Inspection**
- **Keyhole Coring**
- **Industrial Cleaning**

Financial Resources

With $50 million in capital backing, AIMS can expand and manage its work flow with ease. In addition to the capital backing, AIMS has over $50 million dollars of bonding capacity.

Major Clients

We are industry leaders with the capacity to handle major projects. AIMS has served a diverse market of power producers, mines, and municipalities across the US for the past 21 years.

Public Service of New Mexico (PNM)	$45.55 million
Pacific Gas and Electric	$33.52 million
City of Houston	$23.16 million
Texas Department of Transportation (TXDOT)	$12.38 million
Northwest Natural Gas	$10 million
GA Power	$5 million



Personnel Resources & Qualifications

Extensive Personnel Resources

AIMS employs over 500 industrial & municipal service professionals, including leadership, project management, field teams, and administrative, safety, equipment, and technology support teams. Our field personnel are cross-trained in services and experienced with the industry's various devices and software.

This allows us to properly staff all projects and quickly ramp-up to deploy additional crews as needed to support increased project demands.

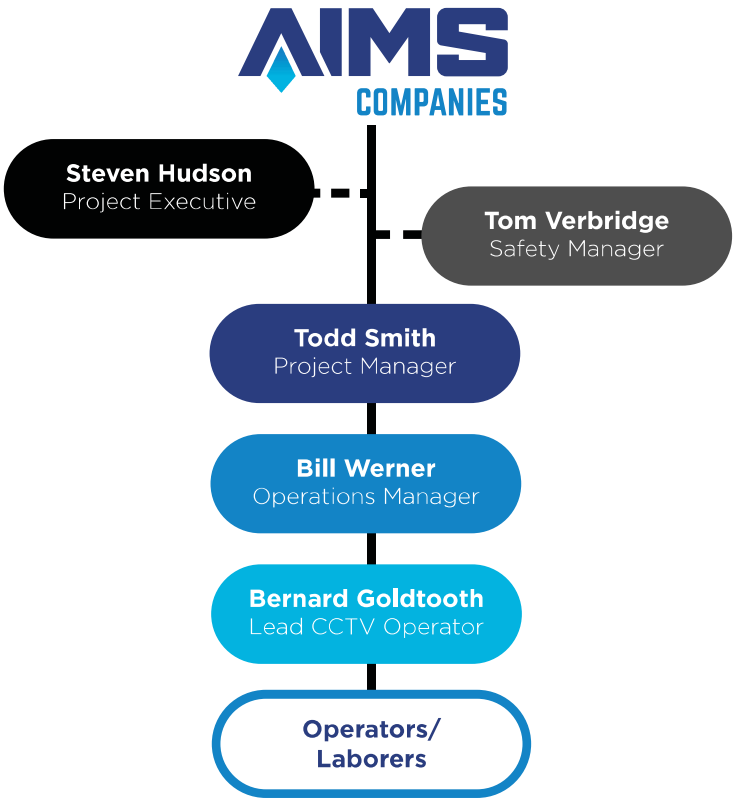
Local Service Branch

Our Phoenix office will be providing services for this contract. We employ over 100 people in Arizona, and work hard to ensure they are committed to their work and AIMS through continued education and training and a consistently improving employer experience. Many of our people have voluntarily traveled and moved with our new locations, proving their commitment to AIMS and our commitment to keeping a hard-working and safe staff for our customers.

Team member qualifications:

Personnel competency is vital to the health and safety of all stakeholders involved in this work. All AIMS employees have the proper training and clearances to provide the County with the high level of municipal services this contract demands:

- All field employees have achieved base level or higher trainings or certifications in the following:
  - NASSCO Certification
  - OSHA 10-Hour Training
  - OSHA 30-Hour Training (for supervisors and applicable field teams)
  - OSHA - Confined Space Entry Training
  - Spotting
  - MSHA (where applicable)
  - First Aid/CPR
  - TWIC, OQ, Veriforce as needed
- Completed AIMS mentorship program and associated competencies
- All AIMS personnel undergo an extensive background check prior to hiring. All employees qualify for necessary security clearances.
- Our employees complete rigorous cross training between operating both vacuum and video inspection equipment.



Personnel & Equipment Dedicated To The City of Scottsdale

AIMS Phoenix branch will dedicate 1-2 camera trucks as needed to the City of Scottsdale contract, with the ability to increase or decrease equipment and personnel to accommodate the flow of work orders.

AIMS's equipment is outfitted to execute Scottsdales's sewer line cleaning contract including all required elements as per the specifications:

- Cleaning capabilities
- Hydroblast capabilities
- Confined & remote area capabilities
- Alternative method capabilities

Proposed Personnel

Main Contact:

Bill Werner | 480-739-7216
bwerner@aimscompanies.com

Emergency Contact:

Travis Johnson | 928-243-2581
tjohnson@aimscompanies.com

Company Manager:

Chris Spain | 518-577-0749
cspain@aimscompanies.com

TODD SMITH
Project Manager/Regional Manager

Todd has been with AIMS since 2009. Known for his ability to learn quickly and provide impeccable services, the company moved him into the role of a CCTV Technician, where he learned all the nuances of pipeline video inspections. His strong work ethic and high customer satisfaction record led to his 2013 promotion to Area Manager over AIMS's Phoenix Metro area operations. In this position, Todd manages over 50 team members and multiple client relationships.

Todd has an extensive working knowledge of all hardware and software used for pipeline video inspections. Versed in the most common devices, including IBAK, CUES, VIVAX, radio frequency devices, and sonde devices, he has valuable command of the most demanding job scopes.

He has worked on and managed some of the most challenging projects in the Valley, totaling over $3 million in services, including the City of Scottsdale CCTV and Cleaning Services Contract.

Technology & Devices:

- IBAK
- CUES
- Radio frequency devices
- Sonde devices
- VIVAX

His software experience allows him to accommodate all deliverable requirements:

- ITpipes
- Granite XP
- Pipelogix
- POSM
- WinCan

Special Training:

- OSHA 10
- OSHA 30
- OSHA 511
- MSHA 46 and 48
- Confined Space Entry
- Excavation Competent Person
- ADEQ - Certified Level 1 Wastewater Collections Operator
- NASSCO (National Association of Sewer Service Companies):
  - PACP (Pipeline Assessment Certification Program)
  - LACP (Lateral Assessment Certification Program)
  - MACP (Manhole Assessment Certification Program)

Project role and involvement:
Project Executive / Regional Manager responsible for ensuring the clients total satisfaction. All AIMS management personnel assigned to this contract will report to Todd.

Bill Werner
Operations Manager

Bill joined AIMS in 2020 as Branch Manager of the Phoenix Office. While new to AIMS, he has 20 years of industry experience & a proven track record in sanitary sewer collection systems. Bill previously worked for SRE, originally as their Operations Manager, before moving into the Division Manager roll. He has handled accounts such as the Cities of Scottsdale, Tempe, Gilbert, Buckeye, Casa Grande and Florence, to name a few. Bill has a strong background in Confined Space Entry specifically cleaning SBR's, clarifiers and lift stations. In his short time with AIMS, he has proven to be a valuable asset in managing the day to day operations in the Phoenix Division.

Special Training:

- ADEQ Grade 1 Operator
- Confined Space Entry Competent Person
- Excavation Awareness Competent Person
- OSHA 30
- Hazwoper 40
- MSHA
- NASSCO (National Association of Sewer Service Companies):
  - PACP (Pipeline Assessment Certification Program)
  - LACP (Lateral Assessment Certification Program)
  - MACP (Manhole Assessment Certification Program)

Project role and involvement:
Day to day management of inspection team to include forward looking schedule, R&M schedules, safety plans, and schedule responsibility.



Bernard Goldtooth
Lead CCTV Operator

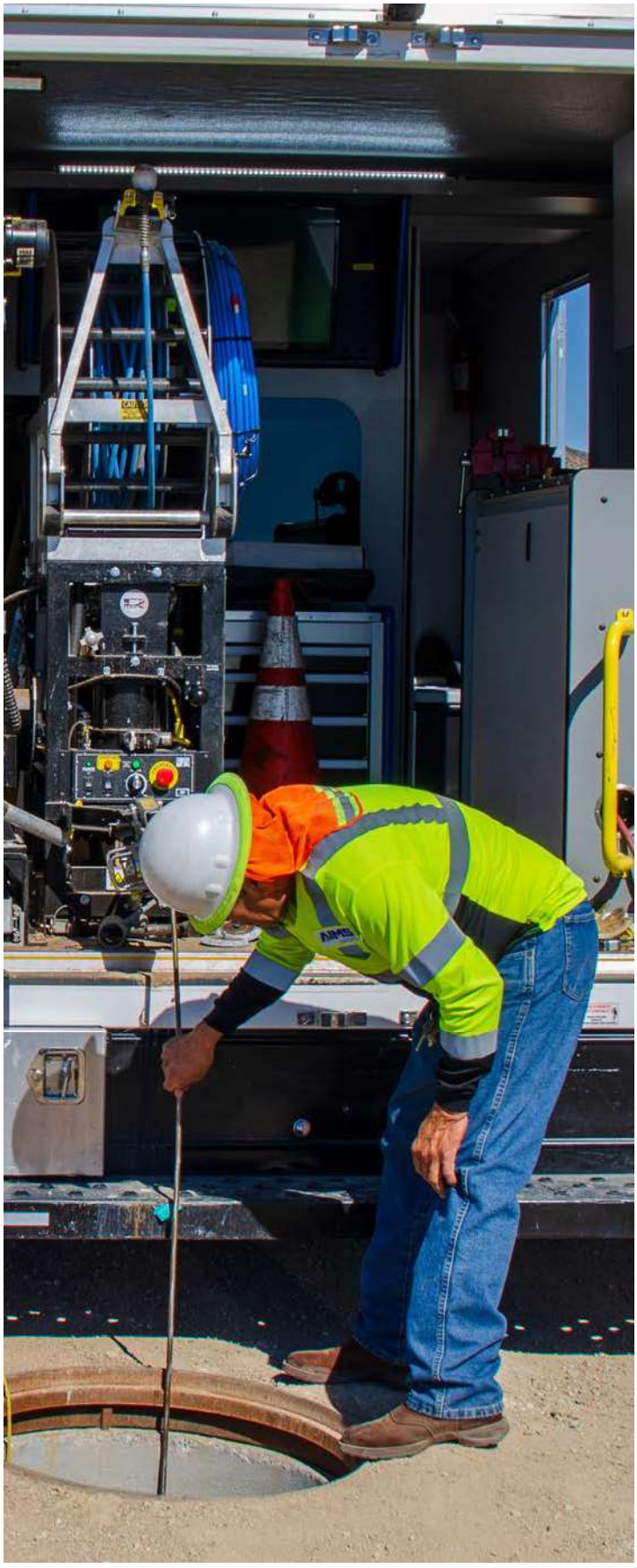
Bernard Goldtooth joined AIMS/PVIC in 2005 as a CCTV truck Operator. His solid work ethic and communication skills provide a sound customer experience. Reliably, Mr. Goldtooth is able to manage multiple crews, where he has managed up to 7 field personnel in addition to his own task orders.

His field management duties include safety tailgate meetings, problem solving, delivering on task orders, and equipment repair if required. His certifications include NASSCO, PACP, LACP, and MACP as well as OSHA 10, trench safety, and confined space. He is well versed in IBAK, CUES, VIV AX, radio frequency devices, Sande devices, and POSM and Granite softwares. Notable projects include Southwest Gas Cross Bore program, City of Scottsdale Inspection CCTV and Clean Contract and the City of Houston.

Special Training:

- OSHA 10
- OSHA 30
- Confined Space Competent Person
- Class A CDL
- NASSCO (National Association of Sewer Service Companies):
  - PACP (Pipeline Assessment Certification Program)
  - LACP (Lateral Assessment Certification Program)
  - MACP (Manhole Assessment Certification Program)

Project role and involvement: Bernard's responsibilities include but are not limited to conducting safety meetings, equipment inspection and maintenance, tracking crew progress and assignments, and handling interactions with field contacts.





Resources

EQUIPMENT:

AIMS Industry-Leading Fleet

AIMS maintains a fleet of over 600 operational pieces of equipment owned and maintained by AIMS, with over 170 pieces immediately available regionally for this project. Our trucks and units are outfitted with the latest technology and many environmentally conscious features.

Our fleet also includes transport units, which allow us to quickly mobilize equipment wherever needed and respond to short order requests cost effectively without renting/hiring additional resources.

The Right Equipment for the Job

Our CCTV vans are manufactured by Aries, CUES, and IBAK. All inspection software are NASSCO certified. The Aries and CUES equipment utilizes ITPipes software and the IBAK equipment utilizes POSM software.

Our fleet's CCTV Camera & Tractors include:

- Color Pan and Tilt Camera
- Self-propelled Tread Drive Camera Transporter/Tractor (for 6 to 30 lines)
- Storm Sewer Camera Tractor (for 21 to 120 lines)

Jet/Vac Trucks:

Our Vacuum Excavators include Vactor 2100 and 2115 models, ranging from 80, 100 and 120 gallons per minute. Each truck has spinning nozzles, bottom cleaning, penetrating, and flushing nozzles and cutters for removing roots, grease, and fixed debris.

Bucket Machines:

Includes buckets sized from 6 to 36 as well as scrapers, porcupines, and other cleaning attachments for square and round pipe.

Lateral Launch Vans:

Equipped with lateral launching CCTV inspection equipment for mainlines and laterals, including Aries LETS LE3260 Tractor and Aries PE3600 Mini Pan & Tilt Camera with built-in sonde beacon.

Software & Specialty Equipment To Be Utilized For Contract Work

Televising/video equipment and software:

AIMS owns and utilizes the following types of inspection vans:

- **Aries**
- **CUES**

We utilize **ITPipes software, Version 1.0.19**

GIS software:

AIMS utilizes ArcGIS Pro 10.6.1 software and previous versions as needed.

Properly Trained Crews:

Our field personnel supporting the quality control process for this program will meet or exceed the following qualifications:

- Completed AIMS mentorship program and associated competencies
- NASSCO (National Association of Sewer Service Companies) certifications: PACP, LACP, MACP
- **Mastery of CCTV inspection devices:**
  - Radio frequency devices
  - Sonde devices
  - VIVAX
  - IBAK
  - CUES
  - Aries
- **Software Experience:**
  - ESRI
  - Arc GIS
  - Microsoft Office

REPORTING:

Detailed Logs:

AIMS will keep a detailed log of each item/structure that is cleaned, and the date cleaning occurred. Sewer line cleaning reports will include a copy of each completed Quarter Section map as requested by the City. This log will be submitted monthly or as specified by the City.

Notifications:

AIMS will notify the City whenever a work order is completed.

PROJECT MEETINGS:

Planning and Preparation Meetings:

AIMS will provide all the support required for the City and create the process that will ensure a safe, secure and reliable sewer maintenance program for 2021 and beyond.

To accomplish this, AIMS offers the guidance of Bill Werner (Project Manager) as a subject matter expert at no additional cost. Bill and the rest of the AIMS management team will join with the City in project planning and preparation meetings to outline our shared goals and plan of attack.

These meetings are the foundation for our approach to help the City build and execute the program and follow the critical paths.

The team's buy-in and joint contributions at the early stage will help build a true partnership that will ensure more of the funds go towards locating and inspecting cross bores instead of towards resolving project issues.

Kick-off Meeting:

AIMS and the City will work together to conduct an initial kick-off meeting to finalize any plans, process, and scope that may not have been fully addressed during the planning and preparation meetings and verify that everyone understands all project expectations.

Progress Meetings:

During the course of the work, we will hold regular progress meetings to address changes, analyze project performance and adapt. Keeping the lines of communication open and implementing continuous improvements to ensure that we always satisfy the City's goals is an important aspect of AIMS's management approach.

Close-out Meeting:

AIMS will conduct a thorough close-out meeting with the City's staff to help continuously improve, forecast future workloads, and make those workloads more efficient.

INTERNAL PLANS AND CONTROL:

AIMS has established detailed internal plans and control measures that set our projects up for exemplary safety conditions and impeccable deliverables:

Process Plan:

From the planning and preparation meetings, AIMS will prepare a process plan for the main components of the project to ensure continuity throughout the life of the contract. This process plan will fall under a "continuous improvement" program for honing and increasing efficiencies for both the City and AIMS.

Safety Plan:

AIMS maintains our own internal OSHA 30 Training and Operator Qualification (OQ) Training programs.

Corporate Safety Manual:

AIMS maintains a detailed corporate safety manual, our **Health and Safety Plan (HASP)**, for the training of all employees and protocol for on-site operations.

Control Plan:

AIMS will apply a control plan to all work that is performed as a part of this project. Utilizing the guidance of these control plans, we will monitor safety, budgets, quality, and performance to ensure a smooth and flawless execution of both the work and the budget.

RESPONSE TIME & AVAILABILITY:

AIMS will be available to respond to requests for services 24/7.

Scheduled Work:

All scheduled work will be handled within (72) hours of the initial request.

Emergency Call Out:

AIMS will respond to all emergency calls within (15) minutes of the call. AIMS crew will be on site within (2) hours of the initial request.

Emergency Contacts Info:

Travis Johnson: 928-243-2581

Bill Werner: 480-739-7216

Response Times	Scheduled	Emergency
Response Time	Within (24) hours of contact from the City	Within (15) minutes of contact from the City
On-Site Time	Within (72) hours of initial request	Within (2) hours of initial request

Experts In Pipeline Inspection & Cleaning

As a leader in pipeline cleaning and inspection, AIMS provides safe, flawless services to some of the nation's largest municipalities and utility companies throughout the country. We offer the program experience and resources to deliver immediate and solid performance to the City throughout the life of this contract.

CLEANING & SEWER PIPELINES & WELLS

Hydraulic Cleaning of Pipelines & Manholes:

Cleaning the City's existing sanitary sewer pipelines is critical maintaining proper flows. AIMS will clean all assigned pipelines and manholes to support the flows and so that we can provide the CCTV inspection deliverables as required.

AIMS offers the City of extensive expertise in both hydraulic and mechanical cleaning methods.

Cleaning Methodology:

AIMS is well trained and experienced in the Step Cleaning Method. This has proven to be safest and most efficient methodology to utilize our cleaning equipment with the best results. Additionally, we will adhere to all sanitary sewer cleaning requirements specified by the City.

AIMS follows NASSCO guidelines for cleaning pipes, including but not limited to:

- Light Sewer Cleaning
- Heavy Cleaning
- Deposit Cut
- Root Cut Medium
- Root Cut Ball
- Break in Lateral Cut
- Remove DAE and DAGS

We consider pipe size and material to select the correct nozzle, gallon per minute flow, and PSI to ensure we clean all pipes for maximum flow and unobstructed CCTV views.



Clogged Pipe



Pipe After Cleaning



Mechanical Line Cleaning:

For mechanical cleaning operations, AIMS will provide buckets machines, chain flail, and/or cutting blades where required. Our skilled operators will utilize these tools per manufacturer specifications.

Disposal and Debris Management/Spill Provisions:

Protection of the environment and the community of the City is AIMS's top priority. All material removed from the wastewater collection system will be disposed at a properly licensed landfill or other approved facility.

Spill Response Plan:

In accordance with AIMS's **"Zero Spill Policy"**, we will provide a Spill Response Plan for this work:

1. On-site crew procedure for immediate containment
2. Emergency response team available for immediate dispatch, equipped with all necessary equipment and procedures for cleanup
3. Emergency notification procedure
4. Fully written documentation procedure notating date, location, volume, root cause, and cleanup measures utilized and identifying any water features that need to be monitored post event. This also includes documentation of preventive and corrective actions.



Reversal Issues:

AIMS will adhere to the City of Scottsdale's specification on reversal setups to clean and inspect as much of the pipe as possible.

Remote Locations:

In difficult to reach areas, AIMS will utilize easement machines and other techniques and equipment as needed to complete the tasks.

CCTV Inspection Methodology:

AIMS has performed hundreds of thousands of lateral inspections and hundreds of thousands of linear feet of mainline inspections for municipalities throughout the southwest and across the country.

Through this extensive experience, AIMS has encountered all possible scenarios and successfully managed each of them to properly inspect the facilities. We will perform all work for this contract per NASSCO specifications.

After all debris are removed from the pipe, AIMS will inspect and document the condition of the line. All data will be recorded and provided to the City.

Lateral Inspection:

Where possible and/or necessary, AIMS utilizes mainline camera equipment with lateral launching capabilities. For any specialized lateral inspections and/or restricted access, we utilize push reels by accessing clean outs, roof vents, toilet pulls, ect.

Sonar and Laser Profiling:

AIMS operates fully modernized sonar and laser profiling equipment that can be dispatched with each task order for high quality deliverables.

Sonar Profiling:

Sonar can operate submerged or semi-submerged and is capable of capturing pipe sized from 8" to 108" in diameter. The transducer is able to look sideways at right angles to the direction of the motion through the pipe in cross sectional in real time to achieve optimal profile information.

Laser Profiling:

AIMS can attach laser equipment to our standard CCTV truck equipment. Laser profiling can be used within pipes sized from 6"-72".

- Measures pipe sizes, laterals, and water levels
- Analysis of pipe ovality
- Capacity of 30 times per second
- Accuracy of .05% or less



QA/QC:

Quality Mindset:

The goal of QA/QC is to avoid, prevent, and eliminate error. We strive for perfection in order minimize costs for our customers due to rework, causing shutdowns and delays. With over 20 years of experience working in storm drain cleaning, AIMS has developed a continual improvement program that produces quality deliverables every time.

Quality Control:

Our program starts with properly trained crews that perform impeccable field work and internal quality assurance program through which we review and audit fieldwork to catch and resolve any human error. All AIMS operators go through a mentorship period with senior operations to learn all the nuances of this specialized field. This can last from 8-12 months pending the competencies earned. From this point, where they are deemed to have the necessary skills to become an operator, they are then shadowed for another 30 days to ensure they can operate on their own.

Their competency also includes that they have completed all known applications regarding CCTV inspection.

Each operator has the obvious trainings such as LACP, MACP, and PACP but they have also completed additional industry-specific trainings and most are trained in traffic control.

Training is the core foundation of our field crews. We assure this is accomplished through quarterly refreshers, tests, and other reassessment methodologies.

Quality Assurance:

To ensure quality assurance, AIMS is committed to providing the City of Scottsdale's customers with a dedicated experienced and fully equipped team for data capture and review. We recognize the potential danger of an uncleared service lateral or mainline sewer and will prevent these occurrences.

Cost Savings:

AIMS methodology is to approach each project as a standalone task, ensuring no variables or risks are overlooked. Complacency during routine operations causes accidents and consequently delays and expenses. We explore the scope and process plan of each phase and use in house subject matter experts for inputs to develop an execution plan. The plan is then monitored via QA/QC guidelines. Through this process, AIMS is able to reduce time/cost and maintain quality, sharing the added value with our clients, allowing services to come back on line, in time and on budget.

SUBCONTRACTOR'S LIST	
	SEWER COLLECTION SYSTEM INSPECTION SERVICES **RFP #21RP035**

COMPANY NAME: Pipeline Video Inspection, LLC - DBA AIMS Companies

If any Bidder intends to subcontract any portion of this contract, the Bidder must submit the name, address, license number (if applicable) of each subcontractor including the extent of such subcontracting and include with bid submittal documents. (Bidder may supply additional pages as needed to identify all subcontractors).

NAME: Trafficade LICENSE: 246031

ADDRESS: 2533 W Holy St - Phoenix, AZ 85009

CONTACT PERSON/TELEPHONE#: Able Duenes | 602-566-0764

EMAIL ADDRESS:

EXTENT OF WORK: AIMS will use Trafficade for any Traffic Control Permits

NAME: N/A LICENSE:

ADDRESS:

CONTACT PERSON/TELEPHONE#:

EMAIL ADDRESS:

EXTENT OF WORK:

NAME: N/A LICENSE:

ADDRESS:

CONTACT PERSON/TELEPHONE#:

EMAIL ADDRESS:

EXTENT OF WORK:

NAME: N/A LICENSE:

ADDRESS:

CONTACT PERSON/TELEPHONE#:

EMAIL ADDRESS:

EXTENT OF WORK:

Last Update: 02/24/2020–doc #17129139-v6
COS RFP Template

History of Projects of Similar Type & Scope

Experience providing sewer cleaning and inspection during the last five years:

AIMS excels at delivering thorough and accurate CCTV inspection and cleaning services for sewer systems, including programmed work and emergency response.

CITY OF PHOENIX, AZ

5+ year working history

Since 2015, AIMS has provided the City of Phoenix with on-call and scheduled cleaning services for sanitary and storm sewer systems. This includes the Citywide Vactor Services contract.

CITY OF SCOTTSDALE, AZ

4-year working history

The City Selected AIMS in 2016 to provide CCTV inspection services for its sewer collection system, including service locating, manhole locating, emergency call-outs, and over 350,000' of program work.

CITY OF MESA, AZ

4-year working history

The City Selected AIMS in 2016 to provide cleaning services for storm and sanitary lines on an as-needed and emergency basis.

CITY OF GOODYEAR, AZ

4-year working history

The City Selected AIMS in 2016 to provide cleaning services for storm and sanitary lines on an as-needed and emergency basis.

CITY OF GLENDALE, AZ

3-year working history

The City Selected AIMS in 2017 to provide cleaning services for its sewer and storm lift station system on an as-needed basis.

CITY OF HOUSTON, TX

20-year working history

Since 2000, AIMS has provided cleaning and CCTV inspection services for storm and sanitary sewer infrastructure, including emergency call-outs.

TXDOT TX

14-year working history

Since 2006, AIMS has provided cleaning and CCTV inspection services for storm sewer lift stations and infrastructure on multi-year contracts totaling over $3 million.

CITY OF SAN JOSE, CA

2-year working history

The City Selected AIMS in 2018 to perform CCTV inspection and cleaning services for its sanitary sewer system. The work includes mainline and manholes.

CITY OF HERCULES, CA

2-year working history

The City Selected AIMS in 2018 to perform CCTV inspection and cleaning services for its sanitary sewer system. The work includes mainlines, laterals, and manholes.

CITY OF PALO ALTO, CA

2-year working history

The City Selected AIMS in 2018 for its three-year on-call contract to perform CCTV inspection and cleaning services for its sanitary sewer system. Includes inspection of laterals and manholes for programmed/emergency work.



Safety Program & Standards:

Safety Plan:

AIMS maintains our own internal OSHA 30 Training and Operator Qualification (OQ) Training programs.

Corporate Safety Manual:

AIMS maintains a detailed corporate safety manual, our **Health and Safety Plan (HASP)**, for the training of all employees and protocol for on-site operations. We will provide a copy for the City of Scottsdale for review.

Properly Trained Personnel:

• All of AIMS employees are fully trained in the equipment and applications to be used. All employees will be deemed competent prior to being dispatched for work.

"Safety First, Last, and Always." That is the motto of all AIMS employees.

WORKER'S COMPENSATION EXPERIENCE MODIFICATION RATING (EMR):
AIMS' current EMR is 0.79

TOTAL RECORDABLE INCIDENT RATE (TRIR):
AIMS' current TRIR is 0.45

OCCUPATIONAL AND HEALTH ADMINISTRATION (OSHA) / SAFETY INFORMATION:
The OSHA Recordable Injury Rates ("RIR") and the U.S. Bureau of Labor Statistics ("BLS") SIC Code RIR average for the industry:

BLS SIC Code RIR: 1794.

OSHA citation history:
AIMS does not have any OSHA citations.

ConstructSecure Platinum Safety Award 2020

Platinum Safety Award

REFERENCES	
	**SEWER COLLECTION SYSTEM INSPECTION SERVICES** **RFP #21RP035**

List minimum of three (3) Arizona customers, excluding the City of Scottsdale, for whom your company has provided service(s) of a similar scope as this Request for Proposal, during the past three years. Include the length of any contracts listed. Offerors may make multiple copies of this document as needed.

The following questions are asked to enable the evaluation team to assess the qualifications of Offerors under consideration for final award. This information may or may not be a determining factor in award of this solicitation.

Company Name: City of Phoenix

Company Address: Phoenix, AZ

City/State/Zip: Phoenix, AZ

Contact Person: Martin Gomez Telephone #: 602-576-5723

Email: martin.gomez@phoenix.gov Date of Service: 07/2016 - Current

Type of Service Provided: Vactor cleaning of sewer lines and storm lift systems for both scheduled and on-call work.

Company Name: City of Mesa

Company Address: Mesa, AZ

City/State/Zip: Mesa, AZ

Contact Person: Carl Lang Telephone #: 480-200-9377

Email: carl.lang@mesaaz.gov Date of Service: 2016 - Current

Type of Service Provided: Storm and sanitary sewer cleaning for scheduled and emergency work.

Company Name: City of Glendale

Company Address: Glendale, AZ

City/State/Zip: Glendale, AZ

Contact Person: Todd Graham Telephone #: 602-799-2211

Email: tgraham@glendaleaz.com Date of Service: 2018 - Current

Type of Service Provided: Clean sewer and storm lift stations on scheduled and emergency basis

YOUR COMPANY NAME: Pipeline Video Inspection, LLC - DBA AIMS Companies

LICENSES

LICENSE EFFECTIVE THROUGH: July 31, 2022

STATE OF ARIZONA

Registrar of Contractors CERTIFIES THAT

Pipeline Video Inspection LLC
AIMS Companies

CONTRACTORS LICENSE NO. ROC 320843 CLASS A

General Commercial
General Engineering

THIS CARD MUST BE
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR



Phoenix Equipment List:

AquaStar Recycler Unit

(2) Units Available Locally

- 12.8 CY debris body
- KDU148 water pump capable up to 85 130 gpm
- 2,900 PSI water jet pump
- Up to 25% less fuel consumption
- High efficiency water recylcling



Vactor Plus 2100 Combo Unit

(9) Units Available Locally

- 15 CY debris body; 5000 CFM blower
- 2500 PSI Water Jet and 85 GPM rodder hose
- 600’ line jetting reel and 2000 gallon water tank
- Hydro vacuum-excavation, line jetting, and cleaning



CCTV Inspection Unit

(4) Units Available Locally

- Pipeline and manhole video inspections
- Utility loctating
- IBAK camera system and POSM Software
- 1000’ mainline cable
- 200’ lateral launch cable



Push Rod Camera

(3) Units Available Locally

- High resolution, small diameter camera
- Small diameter lines with tight bends
- Sonde Transmitter
- Self leveling camera



Warranty Statement:

Proper planning prevents the most common “warranty” type issues. AIMS will provide a CCTV report/deliverable for all work. Any video that was incomplete or unable to view would be considered a warranty issue and we would completely rework at our own cost.

Exceptions:

None



PRICING PROPOSAL FORM – PAGE 1 OF 5

SEWER COLLECTION SYSTEM INSPECTION SERVICES

RFP #21RP035

OFFEROR'S CAN RESPOND TO LOT A, LOT B, OR BOTH LOTS A & B

*(In order to be considered for award, you MUST respond to **all** items within a LOT)*

LOT A STANDARD & EMERGENCY INSPECTION SERVICES AND CLEANING OF SEWER PIPES

The Unit Prices listed on the proposal form shall be all inclusive and include all pertinent additional fees normally associated with this type of service. This shall include but not be limited to: labor, materials, equipment, transportation, etc. No additional charges beyond the quoted unit price (except applicable sales tax) shall be allowed, unless authorized by the Contract Administrator before final invoicing.

#	DESCRIPTION	SIZE	APPROX ANNUAL FOOTAGE	UNIT COST PER FOOT	EXTENDED COST
	Standard inspection services and cleaning of sewer pipe				
1.	Standard CCTV inspection for small diameter pipelines.	Less than 15" diameter pipe	150,000	$ .55	$ 82,500.00
2.	Standard CCTV inspection for large diameter pipelines.	Over 15" diameter pipe	150,000	$ .55	$ 82,500.00
3.	Standard CCTV inspection for new sewer small diameterpipelines.	Less than 15" diameter pipe	5,000	$ .65	$ 3,250.00
4.	Standard CCTV inspection for new sewer large diameterpipelines.	Over 15" diameter pipe	5,000	$ .70	$ 3,500.00
5.	Standard sewer cleaning including root intrusion and or foreigninclusions of existing small diameter pipe to include the use of mechanical cleaning equipment.	Less than 15" diameter pipe	25,000	$ .75	$ 18,750.00
6.	Standard sewer cleaning including root intrusion and or foreigninclusions of existing large diameter pipe to include the use of mechanical cleaning equipment.	Over 15" diameter pipe	25,000	$ .90	$ 22,500.00
7.	Lateral launching and verification of sewer service from sewermain. **NOTE:** Minimum of 10 lateral verifications per job task (within onestandard City quarter section)	4" to 39" sewer mains into typical 4" lateral	100	$ 85.00 EACH	$ 8,500.00

COMPANY NAME: Pipeline Video Inspection, LLC dba AIMS Companies

PRICING PROPOSAL FORM – PAGE 2 OF 5

SEWER COLLECTION SYSTEM INSPECTION SERVICES

RFP #21RP035

LOT A – STANDARD & EMERGENCY INSPECTION SERVICES AND CLEANING OF SEWER PIPES – CONT'D

#	DESCRIPTION	SIZE	APPROX ANNUAL QUANTITY	UNIT COST	EXTENDED COST
8.	Emergency Lateral launching and verification of sewer service from sewer main. **NOTE:** Minimum of 1 lateral verification per job task. Response timeof less than 8 hours.	4" to 39" sewer mains into typical 4" lateral	50 EACH	$ 500.00 EACH	$ 25,000.00
	TRAFFIC CONTROL SERVICES				
9.	Light Traffic Control: All-inclusive Unit Cost (includes set up/removal)		25 EACH	$ 500.00 EACH	$ 12,500.00
10.	Major Traffic Control: All-inclusive Unit Cost (includes set up/removal)		10 EACH	$ 1,000.00 EACH	$ 10,000.00
	SPECIAL PROJECTS				
11.	Special Projects: Unit cost shall be all inclusive rate for services as described in Scope of Work Item 12.0.		50 HOURS	$ 300.00 HOURLY	$ 15,000.00
				TOTAL LOT A: (Items 1 - 11):	$ 284,000.00

COMPANY NAME: Pipeline Video Inspection, LLC dba AIMS Companies

PRICING PROPOSAL FORM – PAGE 3 OF 5

SEWER COLLECTION SYSTEM INSPECTION SERVICES

RFP #21RP035

OFFEROR'S CAN RESPOND TO LOT A, LOT B, OR BOTH LOT'S A & B

(In order to be considered for award, you MUST respond to all items within a LOT)

LOT B – SPECIALTY AND DIGITAL IMAGING INSPECTION SERVICES AND NON-SEWER MAIN INSPECTION SERVICES

The Unit Prices listed on the proposal form shall be all inclusive and include all pertinent additional fees normally associated with this type of service. This shall include but not be limited to: labor, materials, equipment, transportation, etc. No additional charges beyond the quoted unit price (except applicable sales tax) shall be allowed, unless authorized by the Contract Administrator before final invoicing.

#	DESCRIPTION	SIZE	APPROX ANNUAL QTY	UNIT COST	EXTENDED COST
	SPECIALTY PIPE INSPECTION SERVICES AND NON-SEWER MAIN INSPECTION SERVICES				
1.	Rate for inspection equipment related to sonar profiling of existing sewer pipe.	18" to 39" Diameter Pipe	500 FEET	$ N/A / FT	$
2.	Rate for inspection equipment related to laser profiling of existing sewer pipe.	6" to 39" Diameter Pipe	500 FEET	$ N/A / FT	$
3.	Manhole or maintenance access point location and verification. **NOTE:** Minimum of one access point per job task. Response time of less than 8 hours	Up to 60" Diameter pipe	50 EACH	$ N/A / FT	$
4.	Small diameter lateral lining work up to five (5) linear feet.		25 EACH	$ N/A / LF	$
5.	Small diameter lateral lining work from six (6) to sixty (60) linear feet.		25 EACH	$ N/A / LF	$
	NON-SEWER AND EMERGENCY INSPECTION SERVICES				
6.	Rate for standard CCTV inspection of non-sewer related infrastructure.	4" to 60" Diameter Pipe	40 HOURS	$ N/A / HR	$
7.	Rate for conducting pump around activities – excluding pump rental.	Less than 15" Diameter Pipe	48 HOURS	$ N/A / HR	$
8.	Rate for emergency response during normal business hours(In addition to service provided above)	4" to 60" Diameter Pipe	20 HOURS	$ N/A / HR	$
9.	Rate for emergency response after business hours(In addition to service provided above)	4" to 60" Diameter Pipe	20 HOURS	$ N/A / HR	$

COMPANY NAME: Pipeline Video Inspection, LLC dba AIMS Companies

PRICING PROPOSAL FORM – PAGE 4 OF 5

SEWER COLLECTION SYSTEM INSPECTION SERVICES

RFP #21RP035

LOT B – SPECIALTY AND DIGITAL IMAGING INSPECTION SERVICES AND NON-SEWER MAIN INSPECTION SERVICES – CONT'D

#	DESCRIPTION	SIZE	APPROX ANNUAL QTY	UNIT COST PER FOOT	EXTENDED COST
	TRAFFIC CONTROL SERVICES				
10.	Light Traffic Control: All-inclusive Unit Cost (includes set up/removal)		25 EACH	$ N/A /EA	$
11.	Major Traffic Control: All-inclusive Unit Cost (includes set up/removal)		10 EACH	$ N/A /EA	$
	SPECIAL PROJECTS				
12.	Special Projects: Unit cost shall be all inclusive rate for services as described in Section 2.A.3.10 of the solicitation		50 HOURS	$ N/A /HR	$
	HIGH-DEFINITION IMAGING "WITH" NASSCO CODING & RATING				
13.	High-definition imaging with 360-degree panoramic capability inspection for **SMALL** diameter pipelines.	Less than 15" Diameter Pipe	50,000 FEET	$ N/A / FT	$
14.	High-definition imaging with 360-degree panoramic capabilityinspection for **LARGE** diameter pipelines.	Over 15" Diameter Pipe	50,000 FEET	$ N/A / FT	$
	HIGH-DEFINITION IMAGING "WITHOUT" NASSCO CODING & RATING				
15.	High-definition imaging with 360-degree panoramic capability inspection for **SMALL** diameter pipelines.	Less than 15" Diameter Pipe	50,000 FEET	$ N/A / FT	$
16.	High-definition imaging with 360-degree panoramic capability inspection for **LARGE** diameter pipelines.	Over 15" Diameter Pipe	50,000 FEET	$ N/A / FT	$
	MAINTENANCE ACCESS POINT INSPECTIONS				
17.	**LEVEL 1:** Maintenance Access Point Inspections following NASSCO standards. **NOTE:** Minimum of 25 inspections per job task.	Up to 60" Diameter Pipe	500 EACH	$ N/A / EA	$
18.	**LEVEL 2:** Maintenance Access Point Inspections following NASSCO standards. **NOTE:** Minimum of 25 inspections per job task.	Up to 60" Diameter Pipe	250 EACH	$ N/A / EA	$
				TOTAL LOT B (Items 1 - 18)	$ N/A

COMPANY NAME: Pipeline Video Inspection, LLC dba AIMS Companies

PRICING PROPOSAL FORM – PAGE 5 OF 5

SEWER COLLECTION SYSTEM INSPECTION SERVICES

RFP #21RP035

***TAXES**

1. Do not include any use, or federal excise tax in your bid. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

ADDENDA

The Bidder hereby acknowledges that his bid/proposal pricing is based on all of the addenda that were issued by the City prior to the opening of this bid/proposal.

NO BID: If no bid please state reason:

_____

If Applicable, Contractor's License Number and Classification: ROC 320483, Class A_ General Engineering

COMPANY NAME: Pipeline Video Inspection, LLC dba AIMS Companies

BIDDER GENERAL DISCLOSURE FORM	
	SEWER COLLECTION SYSTEM INSPECTION SERVICES **RFP #21RP035**

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Debarment / Suspension Information – Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

☐ YES ☒ NO

If "YES", in an attachment to this form identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Surety Information – Has the Respondent or any of its principals ever had a bond or surety cancelled or forfeited?

☐ YES ☒ NO

If "YES", in an attachment to this form identify the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

Bankruptcy Information – Has the Respondent or any of its principals ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years?

☐ YES ☒ NO

If "YES", in an attachment to this form identify the date, court, jurisdiction, case number, amount of liabilities and amount of assets.

	Chief Financial Officer
Signature	Title
Chris Barton	07/07/2021
Printed Name	Date

COMPANY NAME: Pipeline Video Inspection LLC, DBA AIMS Companies

BIDDER LITIGATION DISCLOSURE FORM	
	SEWER COLLECTION SYSTEM INSPECTION SERVICES **RFP #21RP035**

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this contract ever been indicted or convicted of a felony or a misdemeanor involving theft or moral turpitude in the last five (5) years?

☐ YES ☒ NO

Have you or any member of your Firm or Team to be assigned to this contract ever been terminated (for cause or otherwise) from any work being performed for the City of Scottsdale or any other Federal, State or Local Government?

☐ YES ☒ NO

Have you or any member of your Firm or Team to be assigned to this contract ever been involved in any claim or litigation with the City of Scottsdale or any other Federal, State or Local Government during the last ten (10) years?

☐ YES ☒ NO

If you answered "YES", to any of the above questions, in an attachment to this form, please indicate the name(s) of the person(s), the nature, and status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable.

	Chief Financial Officer
Signature	Title
Chris Barton	07/07/2021
Printed Name	Date

COMPANY NAME: Pipeline Video Inspection LLC, DBA AIMS Companies

BIDDER QUESTIONNAIRE – COMPANY INFORMATION	
	SEWER COLLECTION SYSTEM INSPECTION SERVICES **RFP #21RP035**

COMPANY INFORMATION

Company Local Office Physical Address	1616 S 31st Ave. Phoenix, AZ 85009
Office Daytime Phone Number	602-237-0292
Office Fax Number	602-237-0294
Telephone Ordering Phone Number(s)	
Company Email Address	info@aimscompanies.com
Company Operating Hours (Monday – Friday)	24/7
Company Hours (Saturday)	24/7
NAME OF MAIN CONTACT (*assigned to this contract*)	Bill Werner | Branch Manager
Office Phone Number of Main Contract	602-237-0292
Cellular Phone Number of Main Contact	480-739-7216
Email of Main Contact	bwerner@aimscompanies.com
NAME OF COMPANY MANAGER	Chris Spain
Office Phone Number of Company Manager	518-577-0749
Email of Company Manager	cspain@aimscompanies.com
After Hour/Emergency Phone Number(s)	Travis Johnson | Field Supervisor | 928-739-7216
	Bill Werner (secondary) | 480-739-7216

Signature _____

Printed Name: Chris Barton

Title Chief Financial Officer

Company AIMS Companies

BIDDER QUESTIONNAIRE – VEHICLE AND EQUIPMENT LIST	
	SEWER COLLECTION SYSTEM INSPECTION SERVICES **RFP #21RP035**

List all equipment you intend to use in the performance of this Contract, if applicable.

AIMS will utilize Vactor 2100 combo units for cleaning and Ibak and/or Cues units for inspection.

Please see attachment in proposal for full fleet specifications & details.

Complete list and description of vehicles to be utilized on the sites. Include vehicle license plate numbers.	(2) Aquastar Recycler Unit (9) Vactor Plus 2100 Combo Units (4) CCTV Inspection Units (3) Push Rod Units Please see more details on pg 15 of our proposal
Contractor's Physical Address	1616 S 31st Ave. Phoenix, AZ 85009
Contractor's Mailing Address	9304 E Verde Grove View Scottsdale, AZ 85255

BIDDER QUESTIONNAIRE - SIMILAR / RELEVANT PROJECTS	
	SEWER COLLECTION SYSTEM INSPECTION SERVICES **RFP #21RP035**

All bidders shall list company's experience with a minimum of two (2) Arizona customers, excluding the City of Scottsdale, for whom your company has provided service of similar scope as stated herein, within the past four (4) years. (References may or may not be checked, so please ensure the information is accurate and current.) Additional documentation may be submitted with your bid to support the information as provided.) Offeror shall make an additional copy of this page, as needed.

The following information will enable the evaluation team to assess the qualifications of Bidders under consideration for final award. This information may or may not be a determining factor in award of this solicitation.

Name of the Project: City of Phoenix - 16-125 Vactor Services

Description of the Project: Multi-year Contract to clean & inspect sewer and storm lift systems for scheduled/on-call work.

Location of the Project: Phoenix, AZ

Owner Point of Contact: Martin Gomez

Owner Email: martin.gomez@phoenix.gov Owner Telephone: 602-576-5723

Start date: 07/2016

Final completion date: Current, ongoing

Original Cost: $2,100,000

Final Cost: $1,600,000

Name of the Project: City of Mesa - Storm and Sanitary Line Cleaning - 16135-S

Description of the Project: This contract is to clean storm systems on as-needed and emergency basis.

Location of the Project: Mesa, AZ

Owner Point of Contact: Carl Lang

Owner Email: carl.lang@mesaaz.gov Owner Telephone: 480-200-9377

Start date: 08/2016

Final completion date: Current, ongoing

Original Cost: $265,000

Final Cost: $1,100,000

OFFER AND ACCEPTANCE

City of Scottsdale
Purchasing Division
9191 E. San Salvador Dr.
Scottsdale, AZ 85258
Phone: 480-312-5700 – Fax: 480-312-5701

SOLICITATION #	21RP035	SOLICITATION TITLE:	Sewer Collection System Inspection Services LOT A (Standard and Emergency Inspection Services and Cleaning of Sewer Pipes)

OFFER

TO THE CITY OF SCOTTSDALE:
The undersigned hereby offers and agrees, in accordance with the undersigned's written offer submitted in response to this solicitation, to furnish the material and/or service(s) in compliance with all terms, conditions, specifications, scope of work, and addendums in the solicitation listed above, including written exceptions that are subject to the approval of the City prior to acceptance. The undersigned agrees that the entire solicitation listed above is hereby incorporated by reference as if fully set forth herein.

The Offeror's signature on this Offer form certifies that he has read; understands and will comply with all terms, conditions and specifications stated in all documents constituting the solicitation. The bidder also certifies it is in compliance with the Non-Collusion and all Federal and Arizona State Immigration Laws.

OFFER MADE - COMPANY INFORMATION			FOR CLARIFICATION OF THIS OFFER, CONTACT:
Pipeline Video Inspection, LLC dba AIMS Companies			Bill Werner
Company Name			Printed Name
9304 E Verde Grove View			Branch Manager
Address			Title
Scottsdale	AZ	85255	480-739-7216
City	State	Zip	Phone
		07/07/2021	602-237-0294 bwerner@aimscompanies.com
Signature for Offeror		Date	Fax E Mail
Chris Barton - Chief Financial Officer			1616 S 31st Ave
Printed Name and Title of Authorized Signatory			Address (if different from Company info)
13-4313472			Phoenix, AZ 85009
Federal Employer Tax ID # or SSN as per W9 Statement			City, State, Zip (if different from Company info)

ACCEPTANCE OF OFFER, NOTICE OF CONTRACT AWARD

(for City of Scottsdale Use Only)

The Contractor's offer is hereby accepted by the City of Scottsdale. The Contractor is now bound to sell the materials and/or service(s) and perform based upon the above solicitation, including all terms, conditions, specifications, scope of work, and addendums contained in the solicitation, as well as any written exceptions that have been separately accepted by the City.

This contract shall henceforth be referred to as **Contract** # 21RP035

The contract consists of the following documents: 1) Solicitation # 21RP035 and all addendums (if applicable) as issued by the City; 2) The Contractor's response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements, 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment_____, dated_____.

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order document from the City.

The Contractor must provide the following checked items within ten (10) calendar days from the date of this Acceptance of Offer, Notice of Contract Award in order for the City to issue the required Purchase Order : ☐ Payment Bond ☐ Performance Bond, ☐ Insurance Certificate(s), ☐ I.R.S. Form W-9/Taxpayer ID No. & Certification, ☐ other documentation as identified. If the Contractor fails to furnish the required documents within the stated ten (10) calendar days, they may be considered in default and may be at risk of forfeiture of any applicable Bid Bond posted. All required documents are to be sent to the Bid & Contract Specialist listed in the solicitation.

This document has been approved as to form on the 22nd day of July, 2012 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

City of Scottsdale, a municipal corporation
Offer Accepted and Awarded this 18th day of August, 2021

Risk Management issues reviewed and approved as to form May 26, 2021 by City of Scottsdale Risk Management Director

Recommended award approved July 29, 2021 by City of Scottsdale Contract Administrator

for
Robert Schoepe, Purchasing Director, CPM

Or Designee Cheryl Champine, CPPB, PSCM, NIGP-CPP
As City of Scottsdale Purchasing Director

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.R. Design Blue Horizon Fire Station
DATE PREPARED: 09/16/21	**DISTRICT NO.:** 6
STAFF LIAISON: Chris Williams, Construction/Procurement, (623) 349-6225, cwilliams@buckeyeaz.gov	
DEPARTMENT: Construction and Contracting	**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 Task Order #2 to On-Call Contract No. 2016-020-029 between the City of Buckeye, an Arizona municipal corporation, and Arrington Watkins Architects, LLC, an Arizona Limited Liability Company for design of a three(3) bay, single story structure of approximately 12,750 SF, and authorizing the Mayor to execute and deliver said Task Order 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:
As part of the Capital Improvement Program, Blue Horizons Fire Station is currently planned to be a three (3) bay, single story structure of approximately 12,750 SF. It will provide sleeping quarters for eight (8) firefighters, large kitchen, dining area, day room, bio hazard room, locker rooms, fitness room, and offices or work spaces for the crew(s). In addition, a community/meeting room for staff and public use and a Police Department office will be included in the design. Lastly, the site will include architectural designs, landscape and hardscape so that it will match and blend with the surrounding community. The site is approximately 2.3 acres, located off Yuma Road in the master planned community of Blue Horizons.

BENEFITS:
To meet the response needs of the population in order to comply with all federal, state and local standards, and other requirements including a development agreement.

FUTURE ACTION:
None

FINANCIAL IMPACT STATEMENT:
This project will be paid by the current year's Capital Improvement Budget.
Munis Project Ledger CIP 2021007.

CURRENT FISCAL YEAR TOTAL COST:
$398,409.00.

FY 2021-22 approved budget equals $400,000

BUDGETED:
Yes

FISCAL YEAR:
FY2022

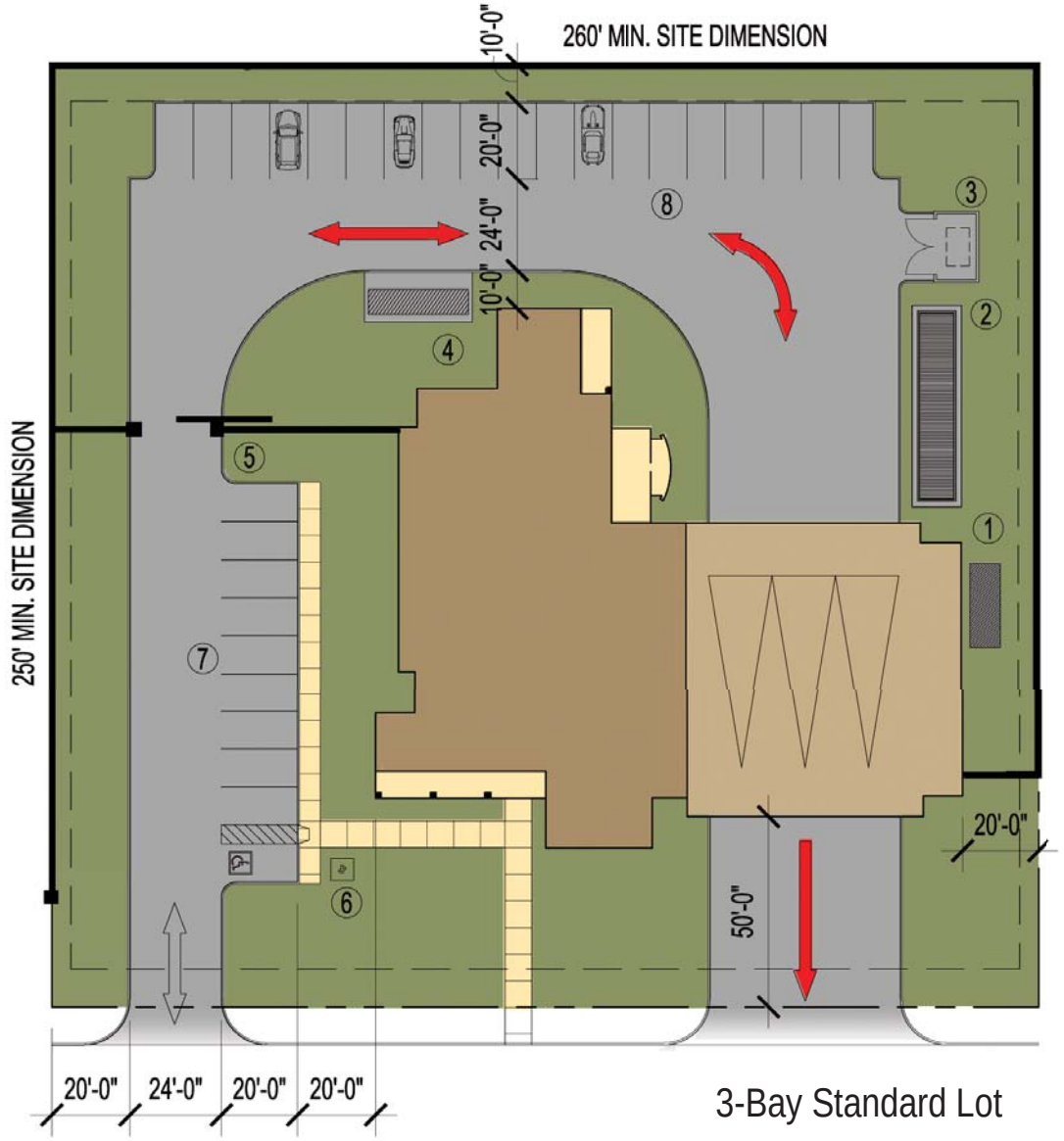
FUND/DEPARTMENT:
50212140-543122

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Design Blue Horizons FS MAPS.pdf
Arrington Watkins TO2.pdf

Map



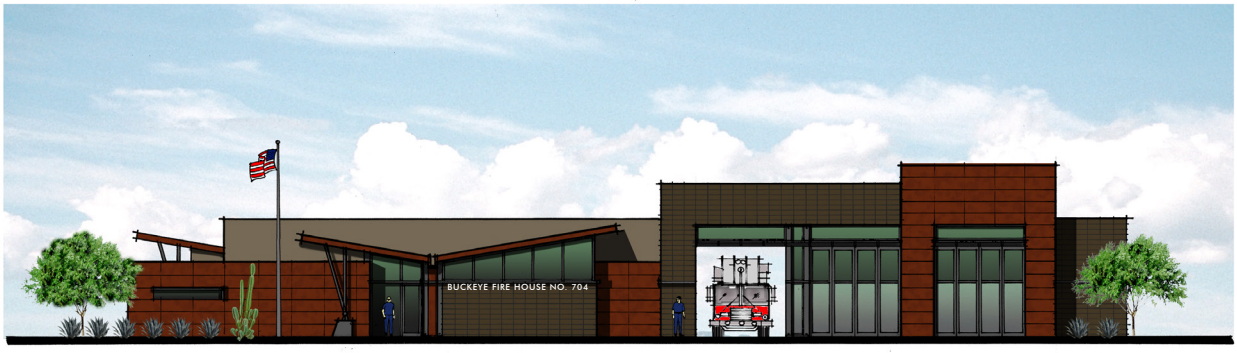
2/17/2021 5:26:43 PM



1. EMERGENCY GENERATOR
2. HOSE WASH w/ 1-1/2" WATER CONNECTION
3. TRASH PICK-UP LOCATION
4. FUEL STATION
5. ENTRY GATE
6. FLAG POLE
7. VISITOR PARKING (10) REQ'D PER ZONING
8. STAFF PARKING (19 SPACES)

NOTE: LOT RETENTION TO BE DETERMINED

3-Bay Standard Lot



Contemporary



Prairie



Desert Prairie



Territorial



Traditional



Art Deco



Spanish



Ranch

CITY OF BUCKEYE
ON-CALL ENGINEERING SERVICES
CATEGORY 11: ARCHITECTURAL ENGINEERING
CONTRACT NO. 2016-020-029
ARRINGTON WATKINS ARCHITECTS, LLC

Task Order #2

In accordance with the Engineering and Architectural Services Contract between the City of Buckeye ("City") and Arrington Watkins Architects, LLC ("Consultant"), dated March 7, 2017, the Consultant will perform the following Scope of Services as detailed in Article 1, subject and pursuant to the terms and conditions of the Engineering and Architectural Service Contract for On-Call Engineering Services and Architectural.

ARTICLE 1
SCOPE OF WORK

The Consultant shall provide professional design services for the Buckeye Blue Horizons Fire Station, as further described in Exhibit A attached hereto.

ARTICLE 2
SCHEDULE OF COMPLETION OF SERVICES

The Consultant shall commence work immediately upon issuance of a Notice to Proceed and the work shall be completed within **Two Hundred Sixty (260) calendar days** from the Notice to Proceed.

ARTICLE 3
FEE BREAKDOWN

The total cost to complete the project under this Task Order as identified in Article 1, is an amount not to exceed **Three Hundred Ninety-Eight Thousand Four Hundred Nine Dollars and no cents ($398,409.00)**, as set forth in Exhibit A, attached hereto.

This Task Order No. 2 is subject to the terms and requirements of the Consultant Contract and may be cancelled pursuant to the provisions of Arizona Revised Statutes §38-511. If there is a discrepancy between the terms and conditions of the Contract and Scope of Work in Exhibit A, the Contract supersedes the Scope of Work.

[Signature Page to Follow]

THEREFORE, the City of Buckeye by its Mayor and City Clerk have hereunto subscribed their names this _____.

CITY:
THE CITY OF BUCKEYE, ARIZONA
an Arizona Municipal corporation

By: _____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda Aja, City Clerk

RECOMMENDED:

CA Williams
_____
Christopher A. Williams, Manager
Construction & Contracting

APPROVED AS TO FORM:

_____
City Attorney

CONSULTANT:
ARRINGTON WATKINS ARCHITECT

Matthew A. Gorman
_____
Matthew A. Gorman, Principal

Adobe Sign Transaction Number: CBJCHBCAABAAIFbcBYK3Y_Jtqln3lw9ztXO0X5LfrhlM

EXHIBIT A
TO
TASK ORDER #2
PROFESSIONAL SERVICES CONTRACT #2016-020-029
BETWEEN
THE CITY OF BUCKEYE
AND
ARRINGTON WATKINS ARCHITECTS, LLC

[Proposal]

See Following Pages

Arrington Watkins Architects

August 30, 2021

Steven Riley M.P.A.
Senior Construction Project Manager
City of Buckeye
Office 623-349-6172
Cell 623-687-8442

Re: **Fee Proposal for Design/Construction Administration Services**
City of Buckeye - Blue Horizons Neighborhood Fire Station
RFQ: 2021032

Dear Mr. Riley,

Thank you for asking us to propose on the new fire station. The attached documentation describes the scope of work as we understand it today. I have included a complete design fee along with consultant proposals. I understand that the construction administration fees will be part of a future agreement.

Scope of Services:

As described in the attached documents.

Professional Fee:

A spreadsheet is attached showing the breakdown of the overall fee by phase. The stated fees are lump sum. An allowance has been included for conventional reimbursable expenses and fire flow test.

Arrington Watkins Architects appreciates the opportunity to assist you with this project. If you have any questions or concerns about this proposal, please feel free to contact me directly.

Best Regards,
Arrington Watkins Architects, LLC

Matthew A. Gorman
Principal Architect
602-279-4373 Office
Mgorman@awarch.com

Arrington Watkins Architects

DESIGN SCOPE OF WORK August 30, 2021
Buckeye Blue Horizons Fire Station

General Description

Station Building: It is the intent of the City to construct a single story fire station of approximately 12,750 square feet on approximately 2.3 acres to include the following features:

- 3 apparatus bays with exhaust extraction capability
- Dayroom
- Large kitchen and dining space
- Fitness/injury reduction facility
- Captain office, PD office
- Crew work area with 3 computer work station capability
- 8 sleeping quarters
- ADA accessible restrooms / employee restrooms and shower facilities for 8 firefighters, minimum 4 individual shower / toilet rooms
- Turnout firefighting gear storage (environmentally isolated from living quarters and bays)
- Storage for Emergency Medical Services (EMS) supplies
- Storage for janitorial and automotive supply
- Radio / Telecom Utility Room
- Laundry Room
- Decontamination Room
- Rooms for extra storage
- Multi-purpose community / meeting room for staff and public use
- Police Department office
- Two public restrooms
- Parking (staff & public)
- Monopole antenna

The building is to the greatest extent practical, unobtrusive, and aesthetically acceptable to community residents and park patrons. The fire station must meet current NFPA 1500 and 1580 guidelines, as well as all applicable zoning and building codes.

Services: The project shall consist of pre-design, Schematic Design, Design Development, Construction Documents, bidding support, and construction administration services. The design team will provide an estimate of probable cost and probable construction schedule/timeline as well.

Construction Process: The project will be constructed using the Design-Bid-Build process.

On - Site Development: The onsite development is assumed to be about 2.3 acres and will include the following:

- Public parking
- Staff parking
- Trash enclosures
- Site lighting
- Landscaping and irrigation
- Wall and gates

- Site utilities within the property lines
- Site topographic survey
- Site grading and retention
- Preliminary Erosion and Sediment Control Plan
- Hose wash w/ 1 ½" water connection
- Fueling system
- Site fencing and gates
- Site access control

Off-Site Development: Development outside of the property lines is assumed to be limited to the following:

- Modifications to roadway, curb, gutter, sidewalk and landscaping along Yuma Road alignment in front of the station.
- Modifications and completion of roadway, curb, gutter, sidewalk and landscaping along West Tonto Street
- Extension of, and connection to utilities
    - Communication lines
    - Sewer and water in adjacent street.
    - Power
- Infrastructure for future signalization for the fire truck exit onto Yuma Road will be stubbed out. This could include empty conduit and pull boxes.

Documents and standards for the facility:

- Currently adopted City of Buckeye building Codes.
- NFPA 1500 Fire Department Occupational Safety and Health Program
- NFPA 1581: Standard on Fire Department Infection Control Program
- MAG standards and specifications with Buckeye supplements
- Buckeye Fire Station Prototype Book

Project Phases

The Scope of Work will consist of the phases as outlined in the Contract with the following clarifications:

Task 1.0 Programming/Pre-design:

- Tour existing fire facilities – collect data on areas for improvement
- One meeting with Command Staff to finalize the list of required spaces and special requirements for this station
- Review existing information including utility maps and drainage studies
- Perform field survey work (topography, landscape, etc)

Deliverable: list of requirements, Site Survey

Task 2.0 Schematic Design

- Create conceptual design approaches based on the program document
- Meet with key City staff, to review the progress of the schematic design
- Develop space plan alternatives
- Select a preferred scheme and develop the preferred schematic design for approval by the key City staff
- Create a schematic level cost estimate based on the program and schematic design presented in the meetings
- Meet with Neighbors and HOA as directed by the City
- Attend two public meetings as directed by the City
- Respond in writing to Owner review comments

Deliverable: 30% documents, including: Preliminary site plan, landscape plan, floor plan, elevations, sections, and system narratives (M,P,E). Site Plan Review submittal (internal city process).

Task 3.0 Design Development

- Develop construction drawings to 60%
- Develop preliminary specifications
- Develop interior and exterior color and finish palette options for review by key City staff and the user group
- Prepare updates to cost estimate
- Create computer-generated renderings for review and approval by key City staff
- Respond in writing to Owner review comments
- Prepare and submit "Development Plan Review Submittal" to Buckeye

Deliverable: 60% construction drawings and outline specifications, native plant survey and cost estimate. Presentation materials and rendering.

Task 4.0 Construction Documents

- Develop construction documents necessary to obtain a Building Permit and required by the Contractor to construct the project
- Participate in regular coordination meetings
- Provide complete finish schedule.
- 90% construction document submittal for Owner review
- Respond in writing to Owner review comments

- 100% construction documents
- Building Permit:
    - Submit plans to the Permit Center for review
    - Pick up redlines, if required by plan reviewer
    - Resubmit documents for approval
    - Provide Owner with all revised information
- Conversion of electronic files to CAD for City use (one time event)

Deliverable: Plans and specification for City review and approval, cost estimate. Permit submittal.

Design Team Responsibilities

The Architect will be required to retain and be responsible for the following engineering disciplines. Detailed proposals by each consultant are available for review if requested.

- **Arrington Watkins Architects**
  - Design team project management
  - Architecture
  - Life safety code compliance
  - Interior color and finish palette
  - Built-in and free-standing furniture design/specifications (no gym equipment)
  - Appliance specifications (for contractor furnished items)
  - Submissions and presentations

- **Dibble Engineering (Civil Engineers)**
  - Site survey of 2.3 acre site and base file
  - Grading and Drainage plans
  - Drainage study
  - Civil engineering on-site utility design
  - Off-Site utility design, and permitting
  - Alterations to Yuma Road
  - Preliminary Erosion and Sediment Control Plan

- **LSW Engineers (MPE Engineers)**
  - Mechanical/Plumbing engineering
  - Electrical engineering
    - Includes coordination with APS or SRP for primary power
    - Emergency generation/UPS system
  - Truck Fueling system
  - Natural gas systems design (verify availability)
  - Fire alarm system design (performance based)
  - Fire Sprinkler performance specifications
  - Telecommunications: device locations/conduit on plan only.
  - Security access control: device location/conduit on plan only. Coordinate with City vendor.
  - CCTV: device locations/conduit on plan only.
  - CATV: device locations on plan, cables to demark location in building. Empty conduit to property line.
  - Audio Visual: device locations/conduit on plan only.
  - Alert Monitor System: device locations on plan, cables to demark location in building. Coordinate with design provided by Phoenix Fire.
  - Information Technology: device locations on plan, cables to demark location in building. Empty conduit to property line. Coordinate with City IT.

- **Pangolin Structural (Structural Engineers)**
    - Structural Engineering

- **J2 Engineering & Environmental Design (Landscape Design)**
    - Landscape Salvage Plan (2.5 acres and ROW)
    - Landscape survey of existing irrigation
    - Landscape design on-site and off-site
    - Irrigation design

- **Ninyo & Moore (Geotechnical Engineers)**
    - Soils investigations (field work)
    - Lab work
    - Soils recommendations for bearing, paving and percolation.

- **Abacus Project Management (Cost consultant)**
    - Cost estimating at DD and SD phase

Services by Others

- Construction meeting minutes by Contractor
- Fire Sprinkler final design, documents and permits by Contractor
- Fire Alarm final design, documents and permits by Contractor
- Security system final design and installation (by City vendor)
- A/V systems final design and installation (by City vendor)
- CCTV system design and installation up to demark (by service provider)
- Alert Monitor System cable and devices – by Fire Department/City of Phoenix
- Legal descriptions for utility easements (can be added to Dibble scope as needed)

City of Buckeye Responsibilities

- Provide all available site documentation, including utilities and drainage reports
- Document review and feedback at each phase
- Pay all permit submittal fees
- Hire Commissioning Agent (if desired)
- Procure security systems, access control systems, CCTV, CATV, and Alert Monitor via City vendors
- Any extraordinary site investigations and or utility "pot holing" for design
- Coordinate public and / or neighborhood meetings

End of Scope

Summary

City of Buckeye Blue Horizons Fire Station

RFQ: 2021032

August 30,2021

Arrington Watkins Architects, LLC
5240 N. 16th St. #101, Phoenix, Arizona 85016
(602) 279-4373 Fax (602) 279-9110

SERVICES	PHASE TOTAL	ARCHITECT FEE	CONSULT'S FEE TOTALS	CONSULTANTS' FEE					
				Civil Eng Dibble	Struct Pangolin	MPE LSW Eng	Landscape J2	Geotechnical N & M	Estimating Abacus
Task 1 PROGRAMMING	$20,815	$16,600	**$4,215**	**$4,215**					
Task 2 SCHEMATIC DESIGN	$73,017	$41,240	**$31,777**	**$7,022**	**$7,000**	**$7,855**		**$9,900**	
Task 3 DESIGN DEVELOPMENT	$134,900	$67,200	**$67,700**	**$11,122**	**$8,500**	**$24,700**	**$9,446**		**$13,932**
Task 4 CONSTRUCTION DOCUMENTS	$166,677	$86,180	**$80,497**	**$14,811**	**$9,500**	**$36,840**	**$6,996**		**$12,350**
Task 5 BIDDING	$0								
Task 6 CONSTRUCTION ADMINISTRATION	$0								
Task 7 POST CONSTRUCTION	$0								
Allowance: Fire Flow Test	$500		**$500**	**$500**					
Allowance: Emergency Signal Needs (Option	$0								
Allowance: Emergency Flashers Plan (Option	$0								
Allowance: Off-Site Improvements	$0								
SUBTOTAL	**$395,909**	**$211,220**	**$184,689**	**$37,670**	**$25,000**	**$69,395**	**$16,442**	**$9,900**	**$26,282**
CONSULTANTS FEES		$184,689							
TOTAL SERVICES		**$395,909**							
ESTIMATED REIMBURSABLES		$2,500							
TOTAL COST		$398,409							

p 602.957.1155 | 7878 North 16th Street, Suite 300 dibblecorp.com
f 602.957.2838 | Phoenix, AZ 85020

August 26, 2021

Matt Gorman
Arrington Watkins
5240 N. 16th Street, Suite 101
Phoenix, AZ 85016

RE: Buckeye Blue Horizon Fire Station
Yuma Road and the RID Canal, east of Verrado Way
Survey & Civil Engineering Services Proposal

Matt,

Thank you for the opportunity to submit this proposal to provide survey and civil engineering services. This proposal has been prepared based on our understanding of the project as described in the Project Understanding and Scope of Work sections. We look forward to partnering with your team for a successful project.

PROJECT UNDERSTANDING:
Project summary

- APN #502-35-371B
- Building planned to be approximately 12,750 SF
- Site is undeveloped. Area of impact on-site is approximately 2.3 acres, refer to attached exhibit.
- Located in the master planned community of Blue Horizons
- Adjacent property/streets consist of Tonto Road cul de sac to the north, Blue Horizon Residential subdivision and the City of Buckeye sewer lift station to the west, Yuma Road to the south, and the Roosevelt Irrigation District (RID) canal and Blue Horizon residential subdivision open space, retention basin and trail to the east.
- 3 apparatus bays
- kitchen
- minimum 4 individual shower / toilet rooms
- Police Department office
- Two public restrooms, public meeting room
- Parking (staff & public)
- Design Bid Build construction process
- Public parking
- Staff parking
- Trash enclosures
- Hose wash w/ 1 ½" water connection
- Fueling system
- Site fencing and gates
- Site access control

Grading & Drainage

- Dibble will investigate if retention has already been provided for the site in the Master Planned Blue Horizons drainage report. If not, retention will be provided for the 100-year, 2-hour rainfall event across the site and adjacent Yuma Road half street within above ground or underground retention
- Reshape or replace the existing condition retention basin at the southeast corner of the site
- Off-site flows are not expected

Existing/proposed utilities:

- Fire service will be provided with a connection to the public main within the adjacent Yuma Road and/or Tonto Road
- Domestic water service will be provided with connection to the public main within the adjacent Tonto Road or Yuma Road
- Sanitary sewer service will be provided with connection to the public sewer in Yuma Road
- On-site fire hydrants are expected
- On-site fire loop is expected
- Utility relocations are not expected
- Off-site utility main extensions are not expected

Adjacent roadway infrastructure:

- Access to the site to be provided from Yuma Road.
- Empty conduit will be included at the driveway locations for future signage/signalization.
- Adjacent roadway, Yuma Road is fully developed. Roadway improvements are limited to new driveway cuts only. Additional asphalt or striping in Yuma Road and coordination with RID is not included.
- Adjacent roadway, Tonto Street is fully developed, modifications are not expected

Parcel summary

- Replat/Lot Combo/Easements new or abandonment are not expected

CONDITIONS:

- Architect will provide electronic files (AutoCAD) of the proposed site and building improvements for use as the basis of the civil design
- The Client will provide a Geotechnical Report with recommendations for pavement sections and percolation rates to complete the civil design for this project. If underground retention is proposed report will include underground retention bedding and backfill design.
- Submittals will be made via pdf documents and printing if required will be done by others or reimbursed at cost to Dibble
- Submittal and review fees will be paid by Owner/Architect at the time of submittal
- Client will provide a current ALTA Survey or Title Report including Schedule 'B' items
- Site plan changes after SD phase may require additional services request, site plan changes after DD phase will require additional services request
- Meetings and construction phase site observations are as noted in each section. Should the required meeting attendance exceed the expected number of meetings additional compensation will be requested.
- Dibble does not expect to participate in the Programming phase beyond providing topographic survey services
- Planning & Zoning submittals to the City of Goodyear will be at the Design Development level due to the reduced level of detail in the Schematic Design documents included in this proposal.
- Post design services including Bid Phase and Limited Construction Administration services are not included. A proposal for these services can be provided.

DESIGN STANDARDS/PERMITTING AGENCY
Design will conform to the following Authorities Having Jurisdiction (AHJ).
- City of Buckeye

Design will be reviewed and permitted by the following AHJ(s)
- City of Buckeye

SCHEDULE:
- Dibble is prepared to begin immediately and will conform to the project schedule as stipulated by the Owner/Architect

SCOPE OF SERVICES:

1.0 Programming/Pre-design Phase

1.1 Topographic Survey

Project Control

Dibble will perform Project Control Survey services including:
- Dibble will confirm the project control for the site
- Basis of Elevation: Elevations shall be tied to the local City datum
- Basis of Coordinates: Coordinates (Northing and Easting) shall be based upon the local City datum

Topographic Survey & Basemap Preparation

Dibble will perform Topographic Survey & Basemap services including:
- Prepare design ready AutoCAD base file including existing utilities and existing site features based on available utility as-built and quarter section drawings as well as conventional topographic survey. Limits of survey are per the attached exhibit.

2.0 Schematic Design Phase

2.1 Schematic Design Documents- 30%

Dibble will prepare Schematic Design documents including:
- Develop conceptual grading & drainage plan, and utility plan
- Coordination with Owner, Architect, Plumbing Engineer & Landscape Architect

2.2 Meetings & Coordination
- 2 ea. - 1 hour virtual meetings

3.0 Design Development Phase-60%

3.1 Design Development Documents

Dibble will prepare Design Development documents including:
- Refine on-site plans including site demolition plan, civil site plan, grading & drainage plan, utility plan, cross sections, and details
- Refine design of horizontal control and vertical design & control of the site elements of the project including walls, hardscape, drives, and drainage features
- Refine design of water, sewer, and fire protection services
- Refine design of storm water conveyance and above ground retention facilities
- Refine draft drainage, water, and sewer reports
- Coordinate dry utilities by acquiring design plans from design team and illustrating dry utility alignment on civil plans, for reference only
- Coordination with Owner, Architect, Plumbing Engineer & Landscape Architect

3.2 Meetings & Coordination
- 3 ea. - 1 hour virtual meetings

4.0 Construction Document Phase

4.1 100% Construction Documents

Dibble will prepare Construction Documents including:

- Finalize on-site plans including site demolition plan, civil site plan, grading & drainage plan, utility plan, cross sections, and details
- Finalize design of horizontal control and vertical design & control of the site elements of the project including walls, hardscape, drives, and drainage features
- Finalize the design of water, sewer, and fire protection services
- Finalize design of storm water conveyance and above ground retention facilities
- Prepare final drainage, water, and sewer reports
- Coordinate dry utilities by acquiring design plans from design team and illustrating dry utility alignment on civil plans, for reference only
- Coordination with Owner, Architect, Plumbing Engineer & Landscape Architect

4.2 Storm Water Management Plan

Dibble will prepare a Storm Water Management Plan including:

- Prepare the SWMP (Storm Water Management Plan) in cooperation with the Contractor meeting the requirements of ADEQ and the City of Goodyear

4.3 Meetings & Coordination

- 6 ea. - 1 hour virtual meetings

5.0 Permitting Phase Services

Dibble will perform Permitting services including:

- Coordinate AHJ provided civil review comments and meet with AHJ staff to resolve civil comments
- Respond/address City civil comments
- Prepare civil permit resubmittal
- Assist Owner/ Contractor in acquiring civil construction permits

ALLOWANCE/SUB-CONSULTANTS

6.0 Fire Flow Test (allowance)

- Fire flow test for building fire flow calculations

EXCLUSIONS:

Unless noted otherwise within the Scope of Services the following services are excluded from this proposal

- Cost of permits or fees
- Survey Services including: Replat/Lot Combinations, ALTA survey, legal descriptions & exhibits
- Traffic study/Traffic impact analysis/Signal design
- Sub-surface exploration (utility pot-holing)
- Environmental investigations
- Geotechnical investigation
- Pavement section design & percolation tests (To be provided by Geotechnical Engineer)
- Design of off-site/public street, sidewalk, water, or sewer improvements
- Floodplain analysis/modification/permitting, 404 permitting, off-site hydrology/hydraulics study
- Electrical design, natural gas design, structural design including walls, landscaping, and irrigation design
- Construction staking/Construction inspection
- As-built survey
- Certification of finish floor elevation
- NOI (Notice of Intent) application by contractor

FEES:

1.0	Programming Phase		$ 4,215
	1.1	Topographic Survey	$ 4,215
2.0	Schematic Design Phase		$ 7,022
	2.1	Schematic Design Documents	$ 6,288
	2.2	Meetings & Coordination	$ 734
3.0	Design Development Phase		$ 11,122
	3.1	Design Development Documents	$ 10,219
	3.2	Meetings & Coordination	$ 903
4.0	Construction Document Phase		$ 12,853
	4.1	100% Construction Documents	$ 10,430
	4.2	Storm Water Management Plan	$ 1,351
	4.3	Meetings & Coordination	$ 1,072
5.0	Permitting Phase		$ 1,958
		Subtotal	**$ 37,170**
ALLOWANCE/SUB-CONSULTANTS			
6.0	Fire Flow Test		$ 500
		Subtotal	**$ 500**
		Project Total	**$ 37,670**

STANDARD BILLING RATES (January 1, 2021)

Project Manager	198.00
QA/QC Manager	192.00
Project Engineer (PE)	169.00
Assistant Project Engineer (EIT)	137.00
Designer	123.00
Manager Land Surveyor (RLS)	183.00
Land Surveyor (RLS)	159.00
Survey Technician	101.00
Survey Crew	195.00
Administrative Assistant	84.00

ADDITIONAL SERVICES:
If the Consultant/Engineer is required to perform services in addition to those outlined in the Scope of Work, by reason of substantial changes ordered by the Owner or Architect or for any reason beyond the Consultant's/Engineer's control, they are to receive compensation for such services. Compensation for additional services not included in the Scope of Work for the basic services shall be based on time expended. Additional services must be approved by the Owner prior to the start of such work.

Invoices will be submitted monthly based on the percentage of the survey and civil engineering services that are complete. These invoices will be due and payable upon receipt and will be considered past due if not paid within seven days after Client's receipt of payment from the Owner.

If you have any questions, please feel free to call us at (602) 957-1155.

Sincerely,

Jeffrey L. McBride PE
Vice President, Land Development
Dibble

If this proposal including the attached back-up documents is acceptable, please so indicate by signing and dating below. The return of this signed document shall serve as our notice to proceed with this project.

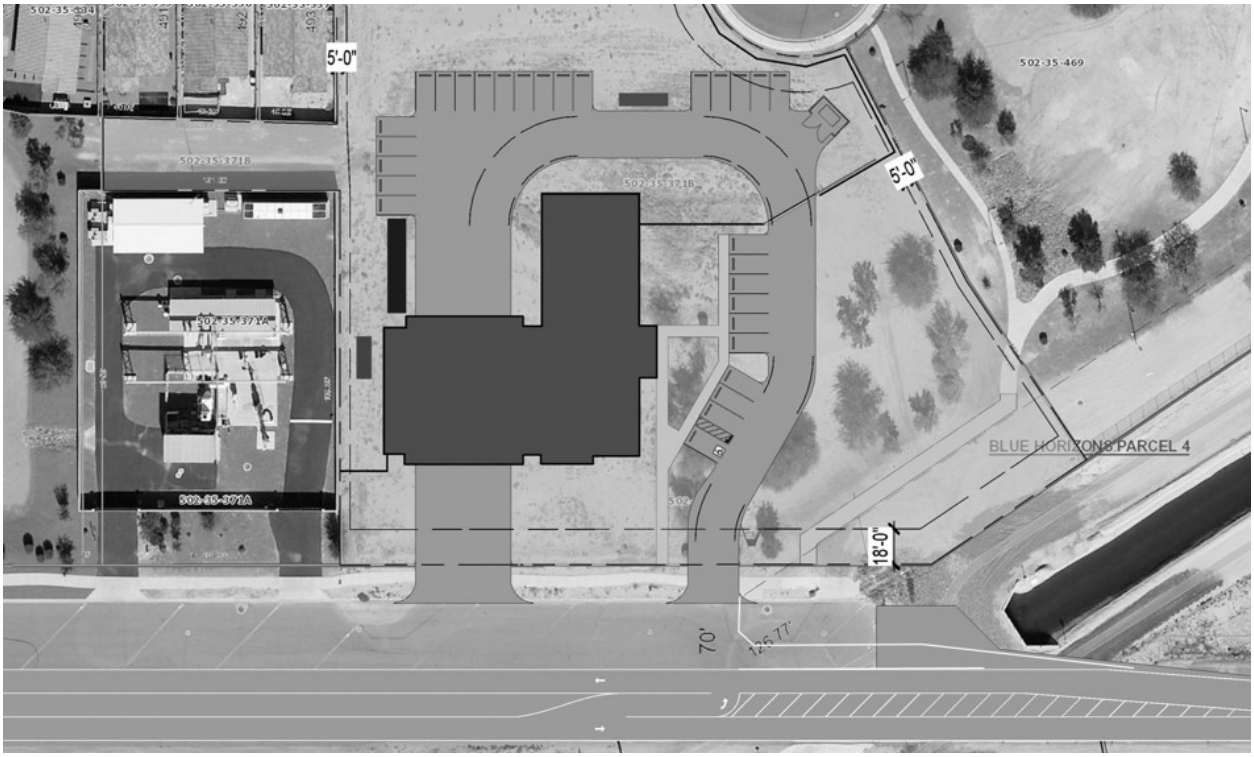
_____
Name (Print), Title

_____ _____
Signature Date
Arrington Watkins

Limits of Survey



Site Exhibit
(Yuma Road Improvements not included in this Scope of Services)



PANGOLIN STRUCTURAL

1440 E Missouri Avenue
Suite C195
Phoenix, AZ 85014
p.602.888.0336
www.pangolinstr.com

August 26, 2021

Mr. Matt Gorman
ARRINGTON WATKINS ARCHITECTS
5240 N. 16th Street, Suite 101
Phoenix, Arizona 85016

Dear Matt,

Please consider our revised fee proposal to provide structural engineering services for the BUCKEYE BLUE HORIZON FIRE STATION located in Buckeye, Arizona. This proposal supersedes the fee proposal dated June 21, 2021.

Project Description

The scope of work assumes a 12,750 SF, single-story, 3-bay fire station which includes kitchen/dining space, crew quarters/facilities and a wellness/fitness area. This fee also assumes the roof framing may be wood or steel and the exterior walls will be masonry bearing walls. Also included in the scope of work are trash enclosures, light pole foundations, emergency generator foundation and site/retaining walls.

Basic Services and Deliverables

1. Schematic Design Phase
    a. Structural narrative including redlined architectural PDF drawings
    b. Coordinate structural requirements to be included in the geotechnical report and review of report
2. Design Development Phase
    a. Primary structural member design sizes and quantities
    b. Design Development submittal produced in Revit
3. Construction Document Phase
    a. Structural calculations
    b. Permit and/or Construction Document submittal
    c. Review the structural sections of your master specification
    d. Bidding and negotiation review
4. Attend local meetings necessary for the completion of this project

Services that are specifically excluded from Basic Services are as follows:

1. Estimation of structural construction cost and construction schedule
2. Procurement of geotechnical report
3. Procurement of building permit
4. Material inspection and testing services:
    a. Geotechnical testing and inspections
    b. Concrete sampling and material testing
    c. Structural steel material testing (UT Testing for full moment connections)
5. Delegated design items including premanufactured trusses, wood I-joists, steel joists and joist girders, and pre-engineered metal buildings (PEMBs).

Services that are excluded from Basic Services for the purposes of this fee proposal but may be provided as Additional Services are as follows:

1. Preparation of record drawings
2. Services During Construction (SDC) including:
    a. Review of structural shop drawing submittals
    b. Respond to contractor's field questions
    c. Perform up to 2 site visits during construction
    d. Review of special inspection and testing reports.
3. Review of special inspection and testing reports
4. Special Structural Inspection as required by the Building Code
5. Design of non-building site structures beyond those mentioned above
6. Construction engineering for contractor means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto
7. Site visits beyond those stipulated above
8. Substantial changes to design or scope after starting the project, or base scope design information provided within 1 week of permit submittal or provided after permit submittal
9. Value Engineering evaluation and modifications after substantial design completion

This project will require Special Structural Inspection (SSI) per the Building Code for concrete, bolts in concrete, reinforcing steel, structural steel, structural masonry, wood shear walls, hold-downs, wood hardware connectors and adhesive/expansion anchors. Pangolin Structural will provide the SSI and will provide an add service fee proposal once the building footprint and construction materials have been established. Our scope for SSI shall include visiting the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. During such visits, and in addition to our on-site observations, we will keep the Owner informed of the progress of the work. We will endeavor to guard the Owner against defects and deficiencies in the work of the Contractor(s), and we may disapprove or reject work as failing to conform to the Contract Documents; however, we will not be responsible for the failure of contractor(s) to perform the construction work in accordance with Contract Documents.

Fees

Our fee for Basic Services will be invoiced on a monthly basis as a percentage of structural completion as follows:

Schematic Design Phase	$ 7,000
Design Development Phase	$ 8,500
Construction Document Phase	$ 9,500
TOTAL FEE	$25,000

This proposal is valid for a period of sixty calendar days from the date of this proposal.

In the event the project is stopped, we will be reimbursed based on our percentage of completion on the project at the time we are notified to stop.

If this meets with your approval, please indicate so in the appropriate space provided below and return one signed dated copy to our office.

Very truly yours,

PANGOLIN STRUCTURAL LLC

Jeffrey V. Novak, P.E.
Partner | Principal

Crystal Blanton, S.E., P.E.
Managing Partner | Principal

Authorized by: _____as of _____, 2021
(Person signing represents they are legally authorized to sign on behalf of entity)

LSW Engineers
ARIZONA, INCORPORATED

August 26, 2021

Arrington Watkins
5240 N. 16th St., Suite 100
Phoenix, AZ 85021

Attn: Matthew A. Gorman, Principal Architect, LEED AP

Re: City of Buckeye Blue Horizons Fire Station
LSW Proposal No. PR2021-128 REVISED

Mr. Gorman:

We are pleased to offer our design phase services for the City of Buckeye Blue Horizons Fire Station, located along Yuma Road in the master planned community of Blue Horizons in Buckeye, Arizona.

PROJECT UNDERSTANDING

This project is understood to be a new single story, 12,750 SF fire station located on a 2.3-acre site. The new building will include but is not limited to; Crew quarters for 8 and associated facilities, large Kitchen with Dining area, a wellness-Fitness area, 3 Apparatus bays, a Community room, Decontamination Room, 4 individual Shower/Toilet rooms and a Police Department office. The project delivery system is understood to be Design-Bid-Build.

It is our understanding the project will have four deliverables including pre-design, schematic design, design development and a final construction document package. We understand LSW will have a limited scope of work effort as part of the pre-design deliverable. LSW will assist in the dry utility coordination as part of the municipal master plan development documents. The project design time frame is anticipated to be approximately 9 months.

Our mechanical, plumbing, electrical and technology engineering services for this project will consist of the following. Services not indicated below are considered outside of our basic scope and will be provided upon request as an additional service. It is our understanding that the design of this project will include number and description of deliverables as defined below.

Schematic Design

1. Provide basic engineering system components in a common Bluebeam session for the site and building floor plans.

2. Assist the architectural design team with the engineering systems space requirements in the development of the schematic building floor plan.

Design Development 60% CD Package

1. Prepare design development drawings showing all main engineering systems equipment locations and sizes. Equipment weights will be shown as needed for the Structural Engineer. The drawings will also include the following:

    a. Routing of mechanical duct mains.

    b. Mechanical zoning layout and thermostat locations for review.

    c. Routing of main plumbing utilities and invert elevations as needed for the Civil Engineer.

    d. Routing of basket tray.

    e. Routing of site electrical and technology duct banks.

2. Provide engineering systems equipment cut sheets for review.

3. Assist the architectural design team in the development of the ceiling plan.

100% Construction Documents

1. Finalizing the design drawings and specifications addressing the Plan Review and Owner comments.

SCOPE OF WORK

Mechanical

The mechanical scope for this project is anticipated to include:

1. Complete heating, cooling, and ventilation load calculations.

2. Design of split system DX heating and cooling unitary equipment, and all associated ductwork, air distribution, refrigerant and condensate piping, and controls.

3. Design of dedicated split system DX cooling in MDF/IDF rooms, including piping and controls.

4. Design of mechanical HVAC system, and all associated ductwork, air distribution, condensate piping, and controls.

5. Design of restroom exhaust systems, and all associated ductwork, exhaust inlets, and controls.

6. Design of the kitchen hood exhaust and make-up air systems. The kitchen exhaust hoods and air flow requirements are sized, selected, and sealed by your Kitchen Consultant.

Plumbing

The plumbing scope for this project is anticipated to include:

1. Selection of plumbing fixtures as located on the Architectural plans and the sizing and routing of the associated domestic cold/hot water and the waste and vent piping for these fixtures to 5'-0" beyond the building perimeter.

2. Sizing and selection of the domestic water heater system.

3. Sizing and routing of the domestic cold/hot water and the waste and vent piping for the kitchen equipment. The kitchen equipment and utility requirements are provided by your Kitchen Consultant. A grease interceptor and grease waste piping will be sized and located to connect to the required fixtures.

4. Sizing and routing of the domestic cold/hot water and the waste and vent piping for the laundry equipment. The laundry equipment and utility requirements are provided by your Laundry Consultant.

5. Sizing and routing of the roof primary drains, overflow drains and associated drain piping to 5'-0" beyond the building perimeter. The roof plan and locations of the roof primary/overflow drains are provided by your office.

6. Selection of the air compressor and the sizing and routing of the associated compressed air piping to Owner-identified points of connection.

7. Water use calculations as required by the City for permitting.

Electrical

The electrical scope for this project is anticipated to include:

1. Design of the electrical power distribution for this project, including connection to the equipment, receptacles, lighting, and Owner equipment. Our design includes coordination with the local power utility company, sizing and location of the main service entrance section and distribution switchgear.

2. General Lighting: Our design includes selection of lighting fixtures, locating the lighting fixtures and the associated switching/control of the lighting systems.

3. Lighting system illumination and energy compliance calculations for lighting fixtures selected by LSW are included if required by the local jurisdiction.

4. Site Lighting: Our design includes the overall site lighting, including exterior building-mounted lighting, walkway lighting, and parking area lighting. Offsite lighting, street lighting, and traffic control lighting systems are not included in the base scope of services.

5. Emergency Power Systems: Our design includes sizing and selection of the generator, transfer switches, distribution switchgear, and power circuiting.

Technology Systems

The technology scope for this project is anticipated to include:

1. Rough-in design only, including back boxes and raceways as directed by the Owner and/or other consultants. This includes telecommunications, security access control and security CCTV (City Vendor coordination), CATV, audio visual, alert monitoring (City of Phoenix coordination) and data (City IT coordination).

2. Monopole radio antenna grounding design in accordance with Motorolla R56 Standards.

Fire Sprinkler

The fire sprinkler scope for this project is anticipated to include:

1. Performance based specification addressing the fire sprinkler system design for bidding purposes. The installation drawings (including detailed piping drawings and calculations) will be a deferred submittal by the Fire Sprinkler Contractor.

Fire Alarm

The fire alarm scope for this project is anticipated to include:

1. Performance based fire alarm system design for bidding purposes, including device placement, a typical riser diagram, and specifications. The installation drawings (including detailed wiring diagrams, load calculations, voltage drop calculations, etc.) will be a deferred submittal by the Fire Alarm Contractor.

GENERAL

Our scope will include the following general engineering services for the project:

1. Design Scope of Work published by your office received on June 17th, 2021.

2. Site investigation at site and existing stations to observe desired systems associated with this project.

3. Attend up to 8 meetings during the design phase of this project.

4. Design using Revit with models stored on a BIM360 Project HUB. It is required that while our model is in BIM360, the model shall remain independent from all disciplines outside of our scope of work, and any revisions to the model shall be made by our staff only. It is anticipated that the architectural BIM360 model elements will be "frozen" 14 days before each milestone deliverable.

5. Provide one set of drawings in electronic portable document format (PDF) at each intermediate deliverable.

6. Provide one final set of signed and sealed drawings in electronic portable document format (PDF) at the completion of design.

7. Provide one final set of signed and sealed specifications in electronic portable document format (PDF) at the completion of design.

PROFESSIONAL FEE

Our fee for the work outlined above is a lump sum amount as follows:

Schematic Design	7,855.
Design Development	24,700.
Construction Documents	36,840.
Total	**$69,395.**

NOTE: This fee includes all travel expenses incurred within the metropolitan Phoenix area. Travel outside the metropolitan Phoenix area will be billed as a reimbursable expense, including, but not limited to, travel, rentals, meals, lodging, and reasonable incidental expenses.

This fee does not include plotting or printing of sets of our drawings or other discipline's drawings for interprofessional coordination or distribution.

This fee is quoted on a lump sum basis. The breakdown of the fee into phases or tasks is for your convenience. The fee will be billed 100% at the end of the project, unless the scope of the project is changed by written agreement.

CLIENT SERVICES

Services requested of the Client and/or Owner include the following:

1. Provide the following as required to assist us in the site investigation of existing conditions at designated facilities to be used as examples.

2. Provide access to the building maintenance staff to answer questions.

3. Provide all connection requirements for kitchen, laundry and Owner-provided equipment.

4. Provide a project title block and updated Revit model in a timely manner to meet the established project deliverables.

5. Provide the following building and Owner information:

a. Building Occupancy Classification.

b. Building Construction Type.

c. Building Hazard Classification.

d. Building Seismic and Risk Category.

e. Owner's Fire Suppression Insurance Requirements.

6. Provide a PDF set of the drawings at each established deliverable.

EXCLUSIONS

1. Construction phase services.
2. Street lighting and intersection traffic control systems.
3. Photovoltaic or solar system design.
4. Cost estimating.
5. Meetings or teleconference meetings beyond those listed.
6. Analysis of, preparing designs for, or assisting in design modifications to any unlisted equipment for the purpose of obtaining a field listing from a Nationally Recognized Testing Laboratory (NRTL) acceptable to the Authority Having Jurisdiction (AHJ). LSW assumes that all Owner-furnished equipment and equipment specified by others will be Listed and Labeled.
7. Technology system design.
8. All work associated with LEED certification of the project.
9. Building energy consumption calculations or modeling.
10. Design of stair pressurization, smoke removal, or smoke evacuation systems.
11. Documenting energy code compliance of the building envelope or other systems not in our scope of services described above.
12. Utility company energy rebate data collection and/or submission.
13. Life cycle cost analysis.
14. All support or coordination work associated with an independent Commissioning Agent.
15. Functional testing or commissioning services.

16. Value engineering services or changes after completion of the associated 60% design documents.

17. Any design services caused by scope changes.

ADDITIONAL SERVICES

Additional services will be performed on an hourly basis at our standard billing rates or a separate fixed fee contract as determined by your firm. Our current rate structure is shown for your reference. Hourly contracted work will be invoiced based on our published LSW rate structure matching the time frame when the work is being completed.

2021:	Principal	$200./ hour
	Senior Engineer	$175./ hour
	Engineer	$140./ hour
	Senior Designer	$125./ hour
	Field Observer	$120./ hour
	Designer	$105./ hour
	CAD Operator	$80./ hour
	Administrative	$75./ hour
	Outside Services	Our cost plus 10%

This proposal is effective for not more than 90 days.

LSW accepts the AIA C401 contract and requests that you prepare this document reflecting the terms and conditions of this proposal for our mutual execution prior to our beginning work.

We appreciate this opportunity and look forward to working with your firm on this project.

Regards,

LSW ENGINEERS ARIZONA, INC.

Mark D. Ralston, P.E.
Vice President

MDR:mw

Please indicate your acceptance of this proposal by signing and returning one copy of this letter for our files.

APPROVED: _____ DATE: _____

YOUR PROJECT / REFERENCE NO.:_____

https://lswphxcom.sharepoint.com/sites/Marketing/Shared Documents/PROPOSAL/2021/PR2021-128 - Buckeye Blue Horizons Fire Station/PR2021-128 - City of Buckeye Blue Horizons Fire Station REV1.docx

August 26, 2021

Matthew Gorman
Arrington Watkins Architects
5240 N. 16th Street, Suite 101
Phoenix, AZ 85016

Re: City of Buckeye Blue Horizons Fire Station

Dear Matthew,

J2 Engineering and Environmental Design, LLC (J2) is pleased to provide professional design services for the City of Buckeye's Blue Horizons Fire Station. This scope of services is based upon our understanding of the project from our discussions with you. J2 will serve as a subconsultant to Arrington Watkins Architects (AWA) for the project providing landscape architecture design services.

Project Understanding: The City of Buckeye (COB) has an approximate 2.3 Acre parcel (APN 502-35-371B) that is on the northwest corner of the Roosevelt Irrigation District (RID) canal and Yuma Road in which they will develop the Blue Horizons Fire Station. The project will be delivered via hard bid.

Our estimated Not to Exceed fee for this project are as follows (see attached fee sheet for break down):

Design Services:		
J2 Engineering and Environmental Design:	Design Development	$9,445.97
	Construction Documents	$6,996.20
Total Fee:		**$16,442.17**

Thank you for the opportunity to provide professional services on this project and serve the City of Buckeye. Please contact me if you have any questions.

Sincerely,

Matthew A. Gorman

Aaron Allan, PLA, ASLA
Principal
J2 Engineering and Environmental Design, LLC
aallan@j2design.us
602.438.2221 xt 114
4649 E. Cotton Gin Loop, Suite B2
Phoenix, AZ 85040

Task 100: Design Development (60%)

J2 will attend a project kick off meeting.

J2 will perform a site visit. At the site visit J2 will review existing conditions, evaluate the health and salvageability of the existing on-site trees, and evaluate potential locations for irrigation point of connection.

J2 will prepare a plant palette and irrigation equipment list for City review and approval.

J2 will develop Design Development Plans and details to a 60% level of completion along with associated Opinion of Probable Construction Cost for submittal to AWA. Sheets will be developed on a standard (24"by 36") City of Buckeye title block. It is assumed that the entire site will fit on one plan view sheet at 1"=20' scale. The following sheets are assumed to be developed by J2 for a total of seven (7) sheets:

- Landscape General Notes and Summary (1)
- Landscape Plan (1)
- Landscape Details (1)
- Irrigation General Notes and Summary (1)
- Irrigation Plan (1)
- Irrigation Details (2)

J2 will provide written responses to comments received on the landscape and irrigation plans and attend a comment resolution meeting to discuss/resolve comments.

Deliverables:

- Design Development Plans (60%), one (1) Full-size PDF set
- Opinion of Probable Construction cost, one (1) PDF
- Written Comment Responses, one (1) PDF set

Meetings:

- Kick off Meeting: One (1) Meeting: This meeting is anticipated to be held at the City. This meeting is anticipated to be three (3) hours in duration inclusive of travel time and J2 will have one (1) representative at the meeting
- Site Visit: One (1) Meeting: This meeting is anticipated to be four (4) hours in duration inclusive of travel time and J2 will have two (2) representatives at the meeting
- Comment Resolution Meeting: One (1) Meeting: This meeting is anticipated to be held at the City. This meeting is anticipated to be three (3) hours in duration inclusive of travel time and J2 will have one (1) representative at the meeting

Task 200 – Final Construction Documents (Permit Set)

After receiving comments from the COB and AWA on the 60% Design Development plans, J2 will develop the Final Construction Documents (Permit Set) to cover the improvements associated with the project. J2 will submit these revised plans to AWA for 1st permit submittal review, 2nd permit submittal review, and 3rd permit review (if required).

Deliverables:

- Final Construction Document Plans (Permit Set), one (1) Full-size PDF set
- Opinion of Probable Construction Cost, one (1) PDF set

- Final Specifications, one (1) PDF set
- Written Responses to Permit Review Comments, one (1) PDF set

Design General Understanding:

AWA shall designate a person for the project to act as the Client's representative with respect to the services to be performed or furnished by the Design Team under this agreement. Such person, department, or committee shall have complete authority to transmit instructions, receive information, interpret, and define the Client's policies and decisions with respect to the Design Team's services for the Project. AWA shall also provide Key Team personnel to be available in coordination meetings including operations and plan review representatives.

AWA shall make available to the Design Team existing available data and records relevant to the site that the City has available, including electronic base maps, drawings of physical conditions in or relating to existing surface or subsurface utilities or structures within the planning area, hydrographic surveys, environmental or cultural assessments, impact statements, and other relevant environmental or cultural studies pertaining to the project as the City has available.

AWA shall approve in a timely manner all criteria and information as to Client's requirements for the Project including planning objectives and constraints, performance requirements, any budgetary limitations, and the submittal by the Design Team at the various phases of the projects.

AWA shall give prompt notice to Design Team whenever Client observes or otherwise becomes aware of any development that affects the scope of services, project budget, or project schedule.

COB warrants and represents that members of the Design Team have the right to enter upon the real property involved herein, and extends this right to J2. The Design Team agrees to exercise due care in the performance of all services pursuant hereto and acknowledges that it is at our own risk.

The Design Team has provided no environmental or cultural investigations on this site/project, has no knowledge of any adverse environmental or cultural conditions on the site/project, and is not responsible for and has no liability for any such environmental or cultural condition should one be found. It is the responsibility of the COB to investigate and make these environmental or cultural determinations based on the best knowledge and information available at the time of this project. Clearance to begin work shall be given prior to directing or ordering the preparation of any documents.

The Design Team provides construction documents in full or in part freehand drafting and electronic CAD format. Any electronic files provided are for information and convenience purposes only and the final approved/sealed hard copy plans shall prevail. All construction documents will be developed to the COB and MAG design and construction standards and specifications.

Design Assumptions and Exclusions:

1. Topographic, Boundary, or ALTA survey or the development of legal descriptions or exhibits is not included in this scope and fee proposal. All survey data will be provide to J2 in an electronic CAD format from AWA.

2. The Design Team has not included any re-platting or rezoning efforts in this scope of services. Nor any submittal to any City planning entity for site plan approval or design review board.

3. The Design Team is not providing or producing any environmental or biological investigations or clearances.

4. Reproduction of all construction sets will be paid by others and are not included in this scope or attached fee proposal.

5. The Design Team is not providing any permitting fees for this project. All permitting fees will be paid for by others.

6. This scope of services does not include the design of any traffic signal design, construction sequencing, or traffic control plans.

7. This scope of services does not include electrical engineering or design. J2 will coordinate with AWA's electrical engineering subconsultant to identify the location that power is needed for the irrigation controller. The electrical engineering subconsultant shall be responsible to show all power supply to the irrigation controller on their plans and within their specifications. Electrical Service request letters are not included in this scope of services.

8. It is assumed that AWA's civil engineering subconsultant will show the landscape irrigation water meter and tap on their plans and within their specifications. J2 will coordinate with the civil engineering subconsultant to identify the require tap and meter size. J2's plans will show from the backflow prevention device out to the irrigation system.

9. Utility potholing and/or designating utilities has not been included in this scope of services. Any utility information needed for J2's design efforts will be provided by AWA.

10. This Design does not include the design of any below grade or submerged irrigation storage system or a booster pump. It is assumed the project will utilize a potable water source. No submittals or permitting process through Maricopa County Environmental Services Department has been included in this scope and fee proposal. It is assumed that COB will provide a fire flow test so area water pressures can be understood by the design team.

11. No civil engineering or drainage engineering has been included in this scope of services.

12. Development of phasing plans or bid alternatives is not included in this scope of services.

13. This scope does not include any hardscape design or any storm water management or erosion control plans.

14. No public involvement has been included with this scope of services. No presentations to or development of presentation material for any City Council, Boards, or Commissions has been included in this scope of services.

15. Value engineering of the design with the contractor has not been included in this scope of services. Any design modifications needed, based on value engineering, will require a contract modification.

16. No hardcopy sets have been included in this scope and fee. It is assumed that all reviews by the COB will be done electronically.

17. Bid Phase Services and/or Post Design (Construction Phase) services have not been included in this scope of services.

18. No separate landscape inventory and salvage plans have been included in this scope of services. Plant salvage or removal information will be shown on the landscape plan.

19. No separate landscape cover sheet has been included in this scope of services.

We would expect to start our services after receipt of the Notice to Proceed. This exhibit represents the entire understanding of the Scope of Services as set out herein and may only be modified in writing signed by both parties.

Blue Horizons Fire Station

City of Buckeye and Arrington Watkins

J2 Engineering and Environmental Design, LLC

8/26/2021

	Labor Category:	Project Manager Sr.	Project Engineer Sr.	Project Engineer	Engineer	Landscape Architect Sr.	Landscape Architect	Designer Sr.	Designer	
	Rate:	$ 207.31	$ 178.86	$ 133.47	$ 98.91	$ 184.28	$ 126.53	$ 119.73	$ 76.88	
Task #	**Task Description:**									**Hours Total**
100	**Design Development (60%)**									
101	Project Kick off Meeting	0	0	0	0	0	3	0	0	3
102	Site Visit	0	0	0	0	0	4	0	4	8
103	Plant Palette and Irrigation Equipment List	0	0	0	0	0	1	1	2	4
104	Design Development Plan Production	0	0	0	0	0	12	16	40	68
105	Opinion of Probable Construction Cost	0	0	0	0	0	1	1	2	4
106	Written Comment Responses	0	0	0	0	0	1	0	0	1
107	Comment Resolution Meeting	0	0	0	0	0	3	0	0	3
108	Coordination with AWA and QA/QC	0	0	0	0	1	2	0	0	3
200	**Final Construction Documents (Permit Set)**									
201	Final Construction Document Plan Production	0	0	0	0	0	8	12	36	56
202	Opinion of Probable Construction Cost	0	0	0	0	0	1	0	1	2
203	Final Specifications	0	0	0	0	0	8	0	0	8
204	Written Comment Responses	0	0	0	0	0	1	0	0	1
205	Coordination with AWA and QA/QC	0	0	0	0	1	2	0	0	3
	J2 Hours per Labor Category:	**0**	**0**	**0**	**0**	**2**	**47**	**30**	**85**	**164**
	J2 Fee per Labor Category:	$ -	$ -	$ -	$ -	$ 368.56	$ 5,946.91	$ 3,591.90	$ 6,534.80	$ 16,442.17

Subconsultants:	**Fee Amount**
	$ -
	$ -
	$ -
	$ -
Total Subconsultants:	$ -

Allowances:	**Fee Amount**
	$ -
	$ -
	$ -
	$ -
Total Allowances:	$ -

Total Fee J2, Subconsultants, and Allowances: $ 16,442.17

J2 Engineering and Environmental Design, LLC

Matthew A. Gorman — August 26, 2021

Aaron Allan, PLA, ASLA — Date

Principal

June 24, 2021
Proposal No. 12PHX02-03740

Mr. Matthew A. Gorman
Arrington Watkins Architects, LLC
5240 North 16th Street, Suite 101
Phoenix, Arizona 85016

Subject: Proposal to Provide Geotechnical Engineering
City of Buckeye
Blue Horizon Fire Station
Buckeye, Arizona

Dear Mr. Gorman:

Ninyo & Moore is pleased to submit this proposal to provide geotechnical engineering for the above-mentioned project. This proposal is based on the information that we received from your office. It outlines our scope of services, project assumptions, anticipated schedule, and fee for this phase of work.

SITE/PROJECT DESCRIPTION

The 2.3-acre project site is located north of Yuma Road, about 1,400 feet east of Tuthill Road in Buckeye, Arizona. The project, known as the Blue Horizons Fire Station, is currently planned to be a three (3) bay, single story structure covering of approximately 12,750 square feet. It will provide sleeping quarters for eight firefighters, large kitchen, dining area, day room, bio hazard room, locker rooms, fitness room, and offices or work spaces for the crew(s).

The structural loading associated with the new construction is not known at this time, but are assumed to include column loads that are 200 kips and less. We also assume that little or no grading (+/- 3 feet) will be needed to establish the project design grades.

SCOPE OF SERVICES

The scope of services we will perform for the phase of the project are summarized below:

- Review available published and in-house geotechnical reports, topographic information, soil surveys, geologic literature, and aerial photographs of the project area.
- Conduct a field trip to the site for geologic reconnaissance.
- Conduct a site visit to select and mark out the proposed boring locations.
- Contact Arizona 811 to evaluate utility locations prior to drilling.
- Perform a geotechnical exploration, which will include the excavating of six soil borings. Of these borings, two will be located within or near the new building footprint and will extended 20 feet deep and four will be located within the paved areas and will extend 5 feet deep. These borings will be advanced with a truck mounted drill rig using hollow-stem augers (HSAs).
- Collect soil samples in the borings for laboratory testing and analysis. The boreholes will be backfilled with soil spoils. Ninyo & Moore personnel will log the borings in general accordance with the Unified Soil Classification System and ASTM D2488 by observing cuttings and split-spoon samples. The soil samples will be transported to a Ninyo & Moore laboratory for testing.
- Conduct one field percolation test in order to assist in evaluating the infiltration rate at a specific location. The procedure will consist of the insertion of a +/- 12-inch diameter impermeable casing into undisturbed soil at the depth of +/-3 feet, followed by pre-wetting. The tests will continue after the pre-wetting period by refilling the casing and monitoring the drop in water level as a function of time until steady-state conditions are achieved.
- Perform laboratory testing that will evaluate the on-site soil's index, strength and chemical characteristics.
- Prepare a geotechnical report to include logs of the exploratory borings and results of the laboratory testing. The report will include a cover letter sealed by a Professional Engineer licensed in the State of Arizona. The report will include the following:
    - Site vicinity map and boring plan map;
    - Description of work scope, laboratory, and field procedures;
    - Encountered subsurface soil and groundwater conditions;
    - General seismic characteristics in accordance with 2006 International Building Code;
    - Geologic hazards, including the presence of surface earth fissures;
    - Excavation characteristics of on-site soils;
    - Excavation side slope stability;
    - Vertical shoring guidelines;
    - Earthwork factors;

- Potential for re-use of on-site soils;
- Subgrade preparation measures in building and non-building areas;
- Recommendations for special soil conditions such as expansive, collapsible, or highly compressible soils;
- Allowable net soil bearing pressures for shallow spread foundations and recommended dimensions and depths;
- Estimated settlements (total and differential settlements) for the recommended foundation types and sizes;
- New pavement sections for various traffic volumes and recommendations for pavement construction for parking lots, light truck traffic and heavy truck traffic;
- Recommendations relative to site drainage;
- Active and at-rest pressures for design of freestanding and restrained retaining walls and passive pressures for resisting lateral loads;
- Guidelines relative to the design of retaining walls; and
- Discussion of soil corrosivity to steel and concrete.

ASSUMPTIONS

We have made the following assumptions in the preparation of this proposal:

- The site is accessible to normal, two-wheel drive, truck-mounted drilling equipment, and site access will be granted.
- The work can be accomplished using HSA operating at a normal rate of penetration.
- If auger refusal is encountered, we will terminate the drilling and notify your office.
- Groundwater will not be encountered.
- No traffic control measures will be needed for this project.
- Ninyo & Moore will not need to obtain any environmental clearance as a part of this project.

SCHEDULE

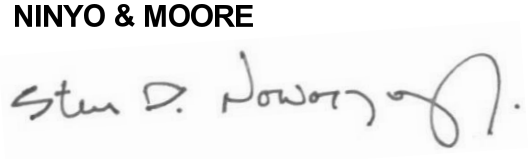
We are prepared to initiate this project immediately and could begin the field work immediately. The fieldwork should be finished within four weeks of notice-to-proceed. We anticipate issuing our report within about eight weeks from the date we receive notice-to-proceed. Preliminary recommendations can be provided about one week after the field work is done.

FEE

We propose to perform the geotechnical tasks for a fee of $9,900 (Nine Thousand Nine Hundred Dollars). Any additional services, not included in the aforementioned scope, will be charged on a time-and-materials basis in accordance with our current Schedule of Fees. To authorize our services, please sign and return the attached Work Authorization and Agreement.

We look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Steven D. Nowaczyk, PE
Managing Principal Engineer

SDN/jom

Attachment: Work Authorization and Agreement

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to: **NINYO & MOORE**
3202 East Harbour Drive
Phoenix, Arizona 85034

PROPOSAL NO. **12PHX02-03740**

1. PROJECT ADDRESS: **Blue Horizon Fire Station, Buckeye, Arizona**
2. PROJECT DESCRIPTION: **Geotechnical Engineering**
3. SCOPE OF STUDY: **Please refer to proposal dated June 24, 2021.**
4. FEE: **$9,900 (Nine Thousand Nine Hundred Dollars – Estimate Only)**
5. PORTION OF FEE IN ADVANCE OF WORK: **None**
6. CLIENT: **Arrington Watkins Architects, LLC**
   5240 North 16th Street, Suite 101
   Phoenix, Arizona 85016
   PHONE: **602-279-4373**

   CONTACT: **Mr. Matthew A. Gorman** PHONE: **602-279-4373**
7. STATEMENT TO BE SENT TO: **Client**

CONDITIONS OF AGREEMENT BETWEEN CLIENT AND NINYO & MOORE

This AGREEMENT is made by and between: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, hereinafter referred to as CONSULTANT, and **Arrington Watkins Architects, LLC**, hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as No. **12PHX02-03740** dated **June 24, 2021**, and any exhibits or attachments noted in the Proposal. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT. CONSULTANT is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CONSULTANT under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical consulting services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CONSULTANT to perform the work set forth in this agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site. Client will protect all property, inside and out, including all plants and landscaping. CONSULTANT will take reasonable precautions to reduce the potential for damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage or alteration is not part of this AGREEMENT unless so specified in the Proposal.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CONSULTANT will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by

CONSULTANT in defense of any such claim, with compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

SAMPLE DISPOSAL

CONSULTANT will dispose of remaining soil, rock, and water samples approximately thirty (30) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

MONITORING

If CONSULTANT is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, then this phrase applies. For the specified assignment, CONSULTANT will report observations and professional opinions to CLIENT or CLIENT's agent. No action of CONSULTANT or CONSULTANT's site representative can be construed as altering any AGREEMENT between the CLIENT and others. CONSULTANT will report to CLIENT or CLIENT's agent any observed geotechnically related work which, in CONSULTANT's professional opinion, does not conform with plans and specifications. The CONSULTANT has no right to reject or stop work of any agent or subcontractor of CLIENT; such rights are reserved solely for CLIENT. Furthermore, CONSULTANT's presence on the site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

If CONSULTANT is not retained by Client for the purpose of monitoring construction work or field activities, CONSULTANT will expressly not be held liable or responsible for such activities or for the geotechnical performance of the completed project. Monitoring of construction work or field activities and the geotechnical performance of the completed project is and will remain the sole and express responsibility of the CLIENT or other party designated by the CLIENT. CLIENT hereby agrees to indemnify and hold harmless CONSULTANT from and against any loss or judgment, suffered by the CONSULTANT as a result of a claim or lawsuit resulting from CLIENT's failure to monitor construction work or field activities for which CONSULTANT has not been retained.

CONSULTANT will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT. It is mutually understood and agreed by CLIENT and CONSULTANT that CONSULTANT has no control or enforcement ability over any persons or parties who are not employees of CONSULTANT. CONSULTANT does not purport to be, nor is CONSULTANT responsible for, any safety precautions nor programs incident thereto for such non-employees of CONSULTANT.

OWNERSHIP AND MAINTENANCE OF DOCUMENTS

Unless otherwise specified in this Agreement or in an Addendum, and provided that CONSULTANT has been fully paid for the Services, CLIENT shall have the right to use the documents, maps, photographs, drawings and specifications resulting from CONSULTANT's efforts on the project, for purposes reasonably contemplated by the parties. CONSULTANT shall have the right, but shall not be obligated, to retain copies of all such materials and shall have the right to use the same for any purpose, unless such use would be expected to cause harm to CLIENT. CLIENT shall specify in advance, in writing, and be charged for all arrangements for special or extended-period maintenance of such materials by CONSULTANT. CONSULTANT retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

Reuse of any material described by CLIENT, including publication to third parties, on extension of this project or on any other project without CONSULTANT's written authorization, shall be at CLIENT's risk, and CLIENT agrees to indemnify, defend, and hold harmless CONSULTANT from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse.

BILLING AND PAYMENT

CLIENT will pay CONSULTANT in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to CLIENT by CONSULTANT, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of three quarters of a percent (.75) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CONSULTANT per CONSULTANT's current fee schedules. In the event CLIENT fails to pay CONSULTANT within sixty (60) days after invoices are rendered, CLIENT agrees that CONSULTANT will have the right to consider the failure to pay the CONSULTANT's invoice as a breach of this AGREEMENT and CONSULTANT may cease work on the project. At CONSULTANT's option, CONSULTANT may waive said major breach upon payment by CLIENT of all arrearages and outstanding invoices.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by either party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

RISK ALLOCATION

Many risks potentially affect CONSULTANT by virtue of entering into this AGREEMENT to perform professional consulting services on behalf of CLIENT. The principal risk is the potential for human error by CONSULTANT. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CONSULTANT's liability, CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all other parties for claims arising out of CONSULTANT's performance of the services described in this AGREEMENT. The aggregate liability of CONSULTANT will not exceed $50,000 for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party, and CLIENT agrees to indemnify and hold harmless CONSULTANT from and against all liabilities in excess of the monetary limit established above.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CONSULTANT as a third-party nor by an award of attorney's fees and costs to the prevailing party in excess of the aggregate liability agreed upon herein by the parties. Parties means CLIENT and CONSULTANT and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CONSULTANT agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

INDEMNIFICATION

If any claim is brought against CONSULTANT, its employees, agents and subcontractors and/or CLIENT by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of CONSULTANT and Client, subject to the paragraph titled "Risk Allocation" above, such claim shall be determined as follows:

1. If any negligence, breach of contract, or willful misconduct of CONSULTANT caused any damage, injury, or loss claimed by the third party, then CONSULTANT and CLIENT shall each indemnify the other against any loss or judgement on a comparative negligence basis (CLIENT responsibility to include that of its agents, employees, and other contractors); and

2. Unless CONSULTANT was liable for negligence, breach of contract, or willful misconduct which in whole or in part, caused the damage, injury, or loss asserted in the third party claim, CLIENT shall indemnify CONSULTANT against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed CONSULTANT of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CONSULTANT and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CLIENT agrees to compensate CONSULTANT for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

CONSULTANT agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CONSULTANT harmless for any and all consequences of disclosures made by CONSULTANT which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONSULTANT and, to the maximum extent permitted by law, agrees to defend, indemnify, and save CONSULTANT harmless from any claim, liability, and/or defense costs for injury or loss arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by CONSULTANT which are found to be contaminated.

DISPUTE RESOLUTION

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:

1. The claim will be brought and tried in judicial jurisdiction of the court of the county where CONSULTANT's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and;

2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

GOVERNING LAW AND SURVIVAL

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Risk allocation and indemnities will survive termination or failure of this AGREEMENT for any cause.

The parties have read, or had the opportunity to read, the foregoing, including all attachments, addendums, and exhibits hereto, have had an opportunity to discuss the same, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

Printed Name of Client or Authorized Agent

Signature of Client or Authorized Agent **Date**

Steve Nowaczyk, Managing Principal Engineer **Date**

PM: SDN

ABACUS
Abacus Project Management, Inc.
3030 N. Central Avenue, Suite 802
Phoenix, AZ 85012
800 518 0876
www.AbacusPM.com

August 27, 2021 – Rev 1

Matt Gorman
Principal Architect
Arrington Watkins Architects, LLC
5240 N 16th Street, Suite 101
Phoenix, AZ 85016

Re: City of Buckeye Blue Horizons Fire Station
Proposal for Cost Estimating Services

Dear Matt,

This letter will confirm the request by Arrington Watkins Architects, LLC ("Client") for Abacus Project Management, Inc. ("APM") to provide Cost Estimating and shall constitute the entire agreement between Client and APM therefore ("Letter Agreement").

The applicable rates and/or fees for this Work and any additional commercial terms of this Letter Agreement are found in the attached Exhibit A.

The remaining terms of this Letter Agreement are found in the Provisions of Agreement attached here as Exhibit B and incorporated into this Letter Agreement by reference.

We look forward to the opportunity to work with you on this matter, and we appreciate our continuing professional association with your firm.

Sincerely,

Adam Brill
Principal

ABACUS

Accepted by

_____
Signature For: Arrington Watkins Architects

_____
Printed Name

_____
Title Date

Attachments:
Exhibit A – Commercial Terms
Exhibit B – Provision of Agreement

Exhibit A

Understanding of Project:

We understand Arrington Watkins Architects was selected by the City of Buckeye to design a single-story fire station of approximately 12,750 square feet on approximately 2.3 acres to include the following features:

- 3 apparatus bays with exhaust extraction capability
- Dayroom
- Large kitchen and dining space
- Fitness/injury reduction facility
- One captain office
- Crew work area with 3 computer work station capability
- 8 sleeping quarters
- ADA accessible restrooms / employee restrooms and shower facilities for 8 firefighters, minimum 4 individual shower / toilet rooms
- Turnout firefighting gear storage (environmentally isolated from living quarters and bays)
- Storage for Emergency Medical Services (EMS) supplies
- Storage for janitorial and automotive supply
- Radio / Telecom Utility Room
- Laundry Room
- Decontamination Room
- Rooms for extra storage
- Multi-purpose community / meeting room for staff and public use
- Police Department office
- Two public restrooms
- Parking (staff & public)
- Monopole antenna

On-site Development to include the following:

- Public parking
- Staff parking
- Trash enclosures
- Site lighting
- Landscaping and irrigation
- Site utilities within the property lines
- Site grading and retention
- Preliminary Erosion and Sediment Control Plan
- Hose wash w/ 1 ½" water connection
- Fueling system
- Site fencing and gates
- Site access control

Off-Site Development is assumed to be limited to the following:

- Modifications to roadway, curb, gutter, sidewalk and landscaping along Yuma Road alignment in front of the station.
- Modifications and completion of roadway, curb, gutter, sidewalk and landscaping along West Tonto Street
- Extension of, and connection to utilities
    - Communication lines
    - Sewer and water in adjacent street.
    - Power
- Infrastructure for future signalization and signage for the fire truck exit onto Yuma Road. Self-powered flashing signage will be considered for visual assistance when fire trucks are leaving the station.

The delivery method is understood to be Design-Bid-Build, anticipated construction budget is believed to be $5.5-$6M with a Total Project Budget anticipated to be $7.5M.

Arrington Watkins Architects has requested this proposal to engage Abacus Project Management for cost estimating services to validate and inform the anticipated construction budget. A single scheme cost estimate will be provided at the ~~SD~~, DD and CD phases.

Approach:

~~Schematic Design Phase (SD): Based upon receipt of appropriate SD documents from the client, Abacus will review the documents to familiarize ourselves with the intent and level of completion. At that point, we will prepare a detailed quantity / area take-off and apply appropriate unit pricing to arrive at a complete Opinion of Probable Cost for the SD package.~~

- ~~Deliverable will be a completed SD level estimate reflective of the level of detail contained in the SD documents, and presented in a format acceptable to the Client.~~

Design Development Phase (DD): Based upon receipt of appropriate DD documents from the client, Abacus will review the documents to familiarize ourselves with the intent and level of completion. At that point, we will prepare a detailed quantity / area take-off and apply appropriate unit pricing to arrive at a complete Opinion of Probable Cost for the DD package.

- Deliverable will be a completed DD level estimate reflective of the level of detail contained in the DD documents, and presented in a format acceptable to the Client.

Construction Document Phase (CD): Based upon receipt of appropriate CD documents from the Architect, Abacus will review the documents to familiarize ourselves with the intent and level of completion. At that point, we will prepare a detailed quantity / area take-off and apply appropriate unit pricing to arrive at a complete Opinion of Probable Cost for the CD package.

- Deliverable will be a completed CD level estimate reflective of the level of detail contained in the CD documents, and presented in a format acceptable to the Client.

Schedule:
We would require 10 business days from the date of receipt of our signed proposal, or a formal NTP, and all required drawings and specifications for the project at each design phase.

Proposed Lump Sum Fees:

• ~~SD Cost Estimate:~~	$0.00
• DD Cost Estimate:	$13,932.00
• CD Cost Estimate:	$12,350.00
Total Lump Sum Fee:	**$26,282.00**

Fee is based on the following:

(1) Documents and description provided by AWA to date via email. Documents provided include:
   a. Buckeye Blue Horizons FS Scope
   b. Buckeye Prototype Complete Book (completed by Perlman)
   c. RFP 2021032 Design Blue Horizon

(2) Fees are based upon performing consecutive estimates as included above. Fees may be revised if any of the design phase estimates are not required, which may result in a loss of continuity and familiarity with the design progress of the various building elements.

Reimbursable Expenses:
- Printing – To be billed at cost + 10% mark-up
- Mileage will be billed at $0.58 per mile traveled if requested

Hourly Rates:
Additional services will be billed at the hourly rates of:

Principal	$195.84
Sr. Cost Estimator	$159.12
Cost Estimator	$143.82
MEP Estimator	$143.82
Administrative Support	$73.84

Personnel:
Abacus will assign George Dubois, Cost Estimator to lead our cost estimating team. George will be supported by George Watt, Mechanical Estimator, Dan Ergle, Electrical Estimator and Adam Brill, Principal. Adam to provide day-to-day contact, and administration / oversight of this project.

Additional Services:
If applicable, the following would be considered Additional Services:
- Estimating additional options or schemes
- Estimating for additional design phases
- Detailed Cost Reconciliation Services with Contractor

- Detailed Value Engineering Services and Cost Reduction Studies
- Providing additional estimates beyond those outlined above
- FF&E Cost Estimates
- In person meetings (conference calls and/or virtual meetings are included)
- Site Visits
- Change Order Reviews during Construction

No Additional Services would be incurred without both parties first reaching written agreement.

Exhibit B

Provisions of Agreement

1. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified by the Payment Terms on the face of this agreement. Invoices shall be approved by Client and forwarded for payment to the appropriate parties in a timely manner. If invoices will be paid by an insurance company, Client shall advise APM of the name of the insurance carrier(s) and claim numbers(s). The failure of an insurer or the party represented by Client to make payment does not relieve Client of the duty to make timely payment to APM. If Client fails to pay APM within thirty (30) days after invoices are due in accordance with Payment Terms, Client agrees that APM shall have the right, but not the obligation, to consider such default in payment a material breach of this entire agreement, and, upon written notice by APM to Client, the duties, obligations, and responsibilities of APM under this agreement may be immediately suspended or terminated. Notice shall be deemed delivered: (i) same-day when made by email or other electronic communication, (ii) day of scheduled delivery when made by private carrier (e.g., FedEx, DHL, UPS, courier), or (iii) two business days following the postmark date of any item delivered by the U.S. Postal Service. In such event, Client shall promptly pay APM for all fees, charges, and services provided by APM. The failure of any third party to make payment to Client shall not relieve Client of its duty to make payment to APM.

2. Client agrees that the periodic billings from APM to Client will be deemed to be correct, conclusive, and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies APM in writing of alleged inaccuracies, discrepancies, or errors in billing.

3. In the event that the duration of this agreement extends into the following calendar year, APM may increase its hourly rates to its new fee schedule in the new year, provided that the percentage increase shall not be more than ten (10) percent. The adjusted fee schedule shall be applied to all remaining compensation under this agreement. Similar adjustments may be made annually thereafter.

4. Client shall pay the costs of testing fees, investigatory costs, applicable taxes on professional services, blueprints and other reproduction, messenger services, postage, mileage and travel (portal to portal), and all other reimbursable charges incurred by APM on behalf of Client and not otherwise specifically covered by the terms of this agreement.

5. This agreement is mutually terminable by either Client or APM without cause, upon giving of thirty (30) days written notice to the other party. Notice shall be deemed delivered in the same manner as described in Paragraph 1. In the event of termination by either party, Client shall promptly pay APM for all fees, charges, and services provided by APM to the date of termination.

6. Client acknowledges that the services performed pursuant to this agreement may be based upon observations of conditions existing at the time these services are performed. Client further acknowledges that field and other conditions may subsequently change, and that additional clarification, adjustments, modifications, or other changes of APM's work may be necessary to reflect the changed field or other conditions.

7. APM makes no warranty, either expressed or implied, or guarantees as to its findings,

recommendations, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance. For a Project in which Client is a party to a lawsuit, hearing, or other proceeding pursuant to which APM or any of its employees have been retained as expert witnesses or any other form of outside consultants, Client specifically acknowledges and accepts that APM does not guarantee to discover in the course of its work every issue which may exist in the Project, and APM warrants that it will, subject to limitations by Client of APM's fees or access to the Project, perform an investigation of the Project in accordance with generally accepted standards of practice in an effort to develop a comprehensive opinion within APM's area of expertise.

8. In the event that APM is engaged by Client for the provision of services relative to potential litigation, hearing, or other form of dispute resolution to which Client is a party, Client acknowledges that APM neither warrants the outcome of said proceeding nor agrees to defend or indemnify Client against any claim or outcome arising from the proceeding or from APM's services.

9. Client acknowledges that APM is not responsible for the performance of work by third parties including, but not limited to, other consultants and any construction contractors or subcontractors employed by Client for investigation or remediation.

10. Client agrees to limit the liability of APM, its principals, employees, and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, to the sum of $25,000 or APM's fee, whichever is less.

11. If Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing, APM shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

12. This Agreement and its performance shall in all respects be governed by and construed in accordance with the laws of the State of Arizona.

    If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement or in any way connected with the performance of this agreement, the prevailing party shall be entitled to its attorneys' fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which he may be entitled.

    Any dispute, controversy, or claim arising out of, relating to, or in connection with, this Agreement, or the breach, termination or validity thereof, shall be settled by arbitration. The arbitration shall be conducted by three (3) arbitrators, one acting as President of the Tribunal, in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC") in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The seat (situs) of the arbitration shall be Phoenix, Arizona, and the arbitration law (lex arbitri) of Arizona shall govern the arbitration. The hearing shall be conducted in Phoenix, Arizona, and it shall be conducted in the English language. The

arbitration award shall be in writing, state the reasons for the award, and be final and binding on the Parties. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

13. To the fullest extent permitted by law, Client shall, at its sole expense, defend, indemnify and hold harmless APM, its owner, and/or their respective employees from and against any and all claims, suits, disputes, legal actions, fines, compensation, costs (including attorneys' fees), charges and expenses of any nature in relation to or arising out of APM's provision of the services referenced in this Agreement, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property and (ii) is caused in whole or in part by any negligent act or omission of Client or any other contractor or agent retained by Client.

    If APM is engaged by Client for the provision of services relative to any type of residential property, including without limitation apartments, condominiums, hotel/motel, assisted living, or student housing/dormitories, Client will either: (a) procure an owner-controlled insurance program ("OCIP" or "Wrap-Up") which shall provide, at a minimum, commercial general liability coverage, and shall enroll APM in such program; or (b) where permitted by law, ensure that Client's policies (including specifically Client's commercial general liability policy) be endorsed to include additional insured coverage for APM. Either form of insurance shall either be on an occurrence basis or, if on a claims-made basis, be continued in full force and effect until the expiration of the applicable statute of repose. Further, if at any time prior to the expiration of the applicable statute of repose, Client undertakes to convert any residential properties to condominiums or townhouses/townhomes, and if neither of conditions (a) and (b) above have been satisfied, Client shall defend, indemnify and hold harmless APM et al. in accordance with the above paragraph, with the additional provisions that (y) such obligations apply additionally with regard to any claim, damage, loss or expense attributable to personal and advertising injury and (z) regardless of whether such claim, damage, loss or expense is caused in whole or in part by APM.

14. APM shall not be liable to Client under this Agreement or otherwise for loss of use, loss of profits, or other consequential, indirect or incidental damages.

15. These Provisions of Agreement shall be incorporated into any subsequent agreement between the parties related to the scope of work described in the Letter Agreement. These Provisions of Agreement may only be modified, supplemented, reduced, or removed in any such subsequent agreement in the sole discretion of APM. In the event that no further written agreement between APM and Client, these Provisions of Agreement, together with the Letter Agreement to which they are attached and the pricing and scope terms attached as Annex A shall constitute the complete agreement of the Parties.

16. In the event of a change in the scope of work for the project is required which results in a subsequent change in the character of the services provided by APM and which increases or decreases the cost of APM's performance, the Parties will negotiate in good faith an Amendment of this Agreement. Any addition, modification, or deletion to the project, scope and/or compensation, may be made pursuant to the written agreement of the Parties. It is expressly understood that all changes, modifications, or additions to this Agreement must be made in writing and any work or materials furnished by either Party without compliance to the terms of this Agreement will be done at the Party's own risk, cost, and expense.

TO #2, on-call 2016-020-029, Blue Horizons FS -Arrington

Final Audit Report 2021-08-31

Created:	2021-08-31
By:	Purchasing Buckeye (purchasing@buckeyeaz.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIFbcBYK3Y_JtqIn3Iw9ztXO0X5LfrhIM

"TO #2, on-call 2016-020-029, Blue Horizons FS -Arrington" History

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Signature Date: 2021-08-31 - 10:12:05 PM GMT - Time Source: server- IP address: 68.228.104.186

Document emailed to CA Williams (cwilliams@buckeyeaz.gov) for signature
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Document e-signed by CA Williams (cwilliams@buckeyeaz.gov)
Signature Date: 2021-08-31 - 10:15:43 PM GMT - Time Source: server- IP address: 174.78.95.30

Agreement completed.
2021-08-31 - 10:15:43 PM GMT

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.S. Pavement Maintenance 2021/2022
DATE PREPARED: 09/16/21	**DISTRICT NO.:** All
STAFF LIAISON: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (623) 349-6225	
DEPARTMENT: Construction and Contracting	**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 Delivery Order No. 3 to the Job Order Contract (Contract 2019005-04) for street maintenance between the City of Buckeye, an Arizona municipal corporation, and Sunland Asphalt & Construction, Inc., an Arizona corporation, for labor, materials, and equipment related to this fiscal year pavement maintenance; and authorizing the Mayor to execute and deliver said Delivery Order on behalf of the City.

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

SUMMARY

PROJECT DESCRIPTION:
The Construction and Contracting Division issued a Delivery Order Request for Proposals on behalf of Public Works Department for this fiscal years pavement maintenance. The Scope of Work includes furnishing all labor, materials, and equipment required for sealing applications, testing, cleaning pavement/road markings and protection from adjacent concrete and landscape as required to apply various types of street applications. This work will prevent further deterioration of the road surfaces at numerous sites throughout the City of Buckeye as shown on the maps attached. Road treatments include Crack Sealant, Asphalt Emulsion Seal Coat, various surface treatment, stripping/marking and application of reflective pavement markers. The contract shall include Community Outreach and Traffic Control.

A Delivery Order Request for Proposals was issued on August 5, 2021 and Pricing Proposals were due on September 7, 2021. Three Proposals were received from the Job Order Contractors for Street Maintenance as follow:

Sunland Asphalt and Construction, Inc. - $3,595,569.00
Morgan Pavement Maintenance - $5,730,385.15
M.R. Tanner Construction - $4,945,923.25

After a review of the Proposals it was determined that Sunland Asphalt and Construction was the most beneficial to the City.

BENEFITS:
Preservation of the asphalt roads in the City of Buckeye.

FUTURE ACTION:
None.

FINANCIAL IMPACT STATEMENT:
This will be funded from GL #38103202-520601.

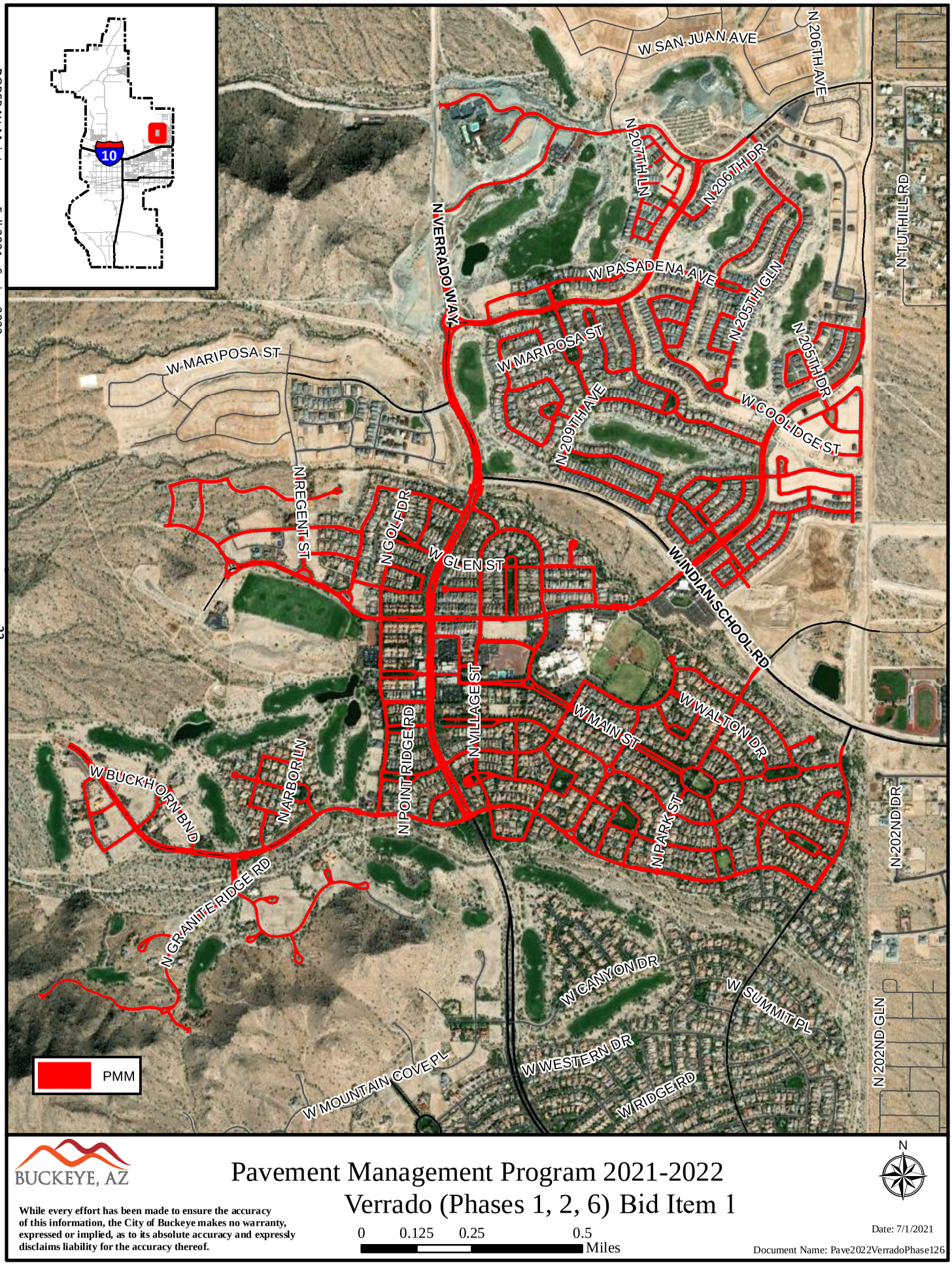
CURRENT FISCAL YEAR TOTAL COST:
$3,595,569.00

BUDGETED:
Yes

FISCAL YEAR:
2021/2022

FUND/DEPARTMENT:
38103202-520601

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Maps for CAR.pdf
6S. Pavement Maintenance_2.pdf



BUCKEYE, AZ

Pavement Management Program 2021-2022
Verrado (Phases 1, 2, 6) Bid Item 1

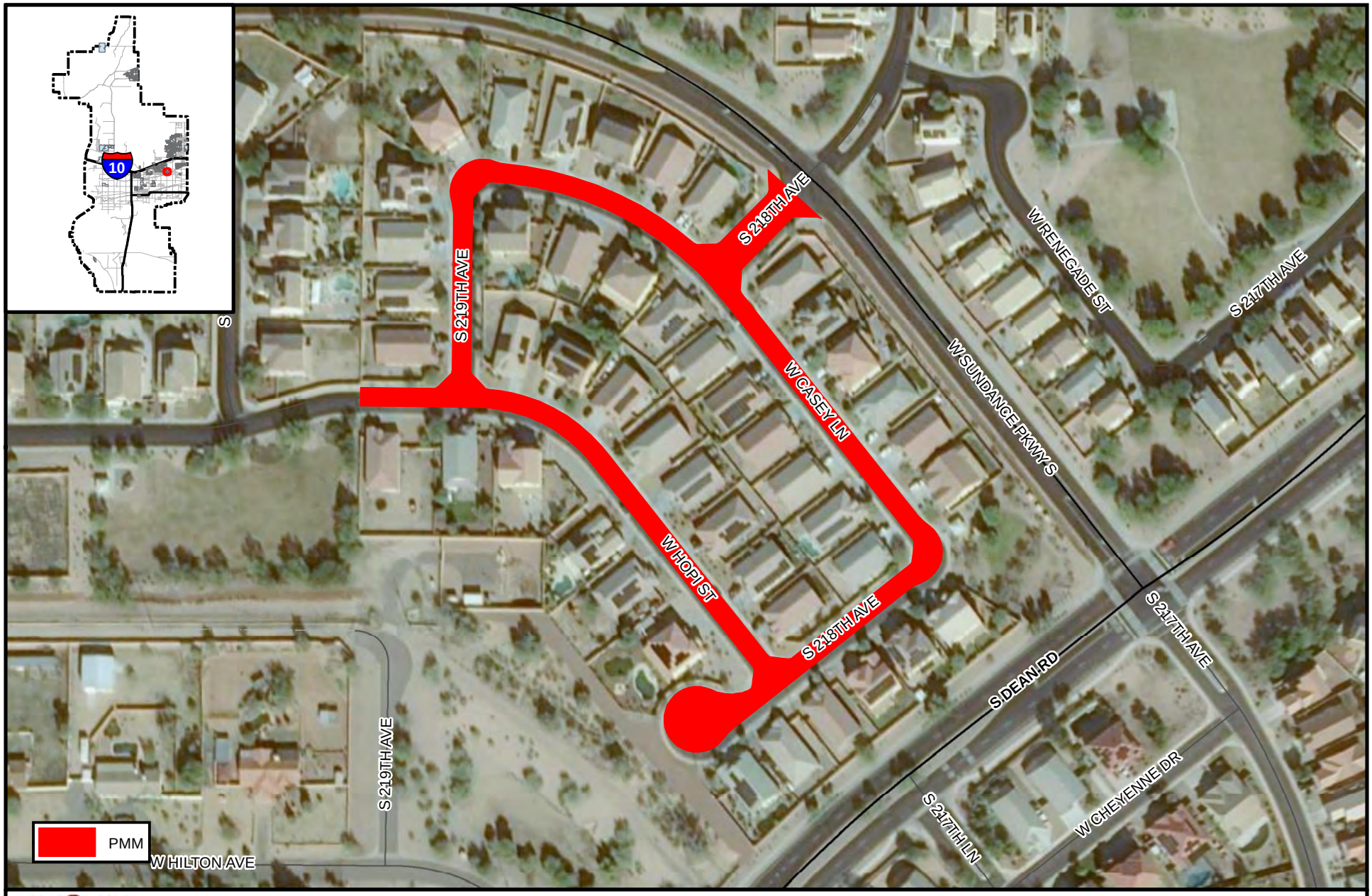
N

0 0.125 0.25 0.5 Miles

Date: 7/1/2021

Document Name: Pave2022VerradoPhase126

While every effort has been made to ensure the accuracy of this information, the City of Buckeye makes no warranty, expressed or implied, as to its absolute accuracy and expressly disclaims liability for the accuracy thereof.



BUCKEYE, AZ

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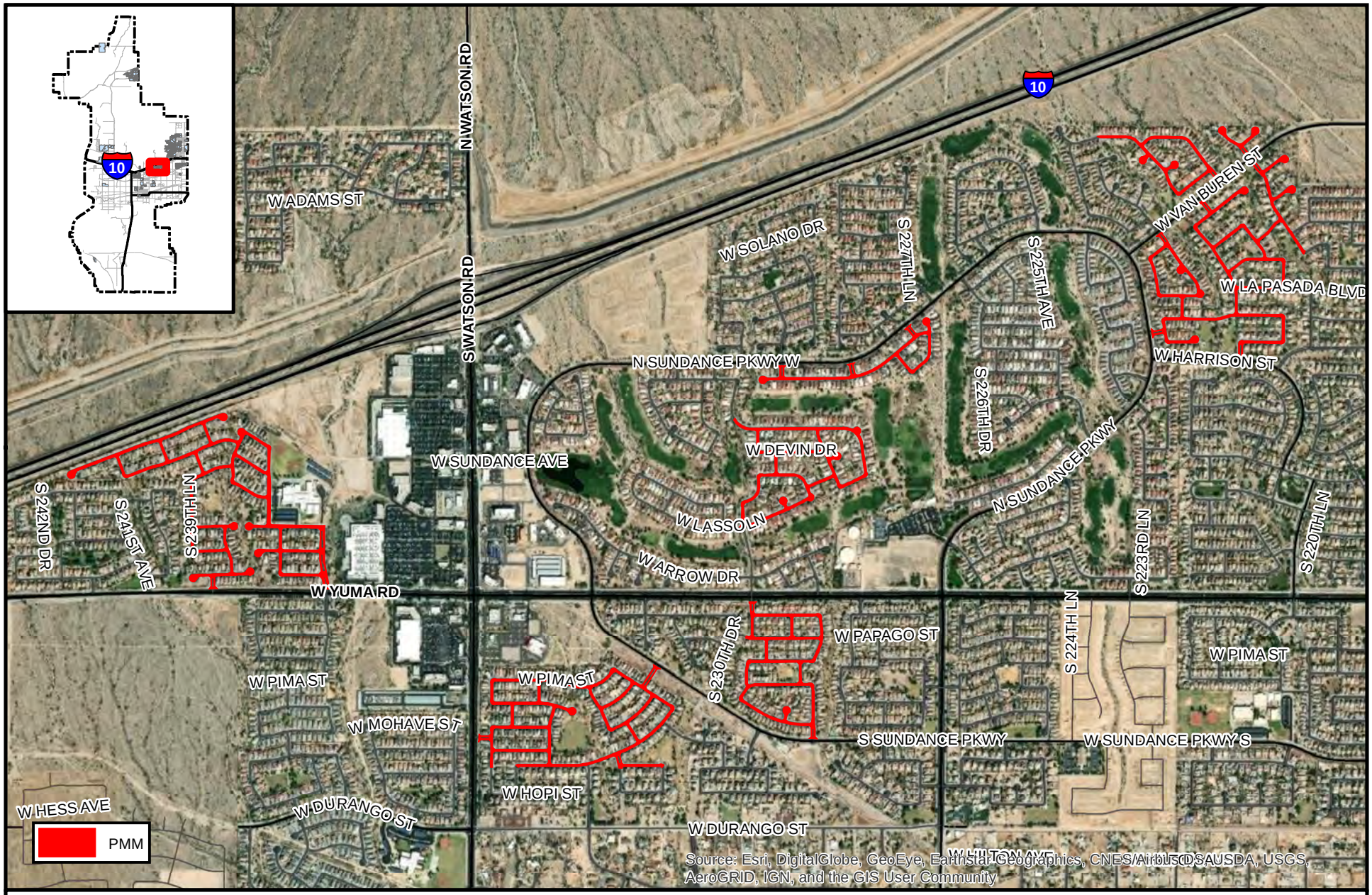
Pavement Management Program 2021-2022
Sundance (Parcel 45C) Bid Item No. 2

0 0.0125 0.025 0.05 Miles

N

Date: 7/1/2021

Document Name: Pave2022SundanceParcel45c



BUCKEYE, AZ

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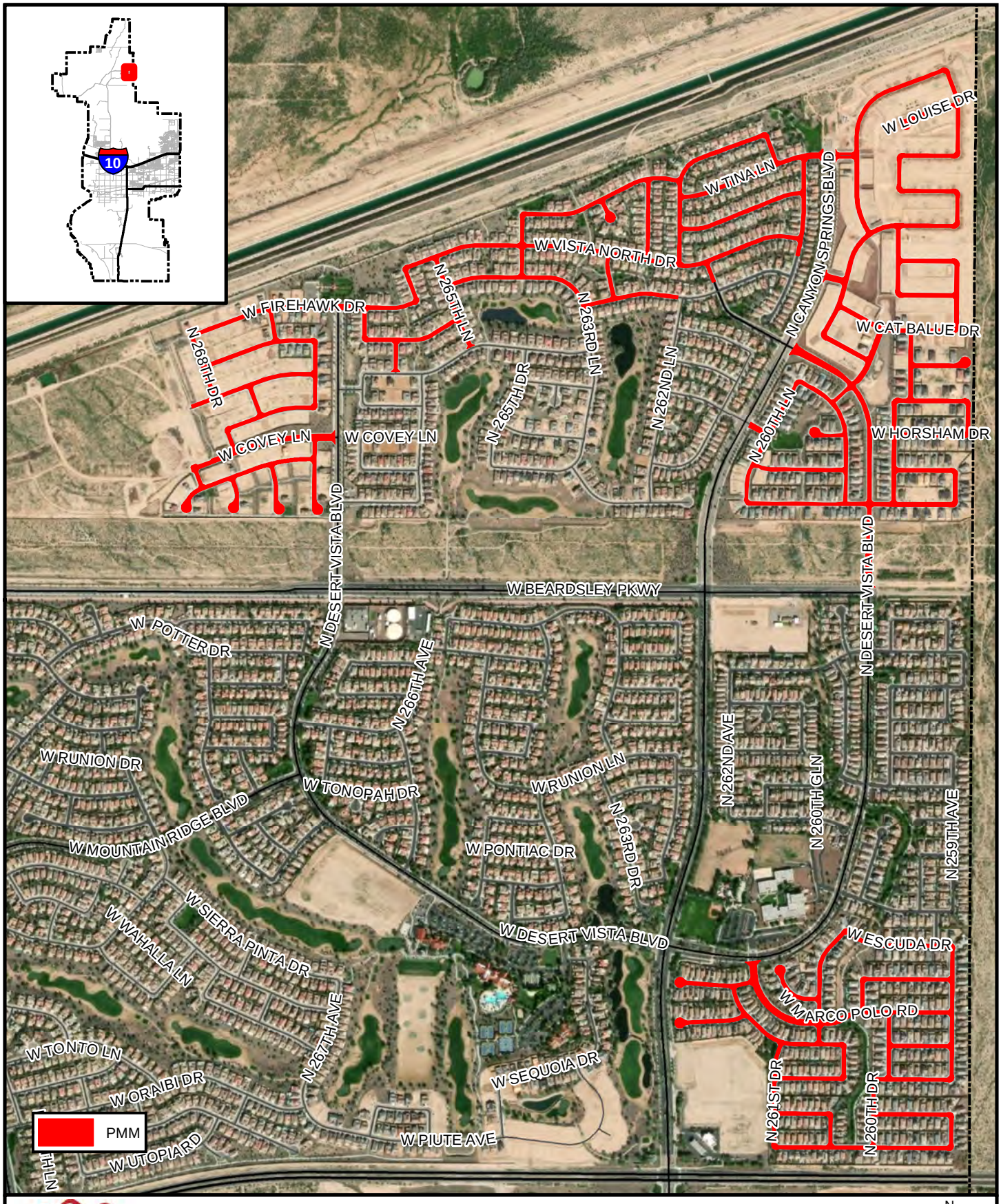
Pavement Management Program 2021-2022
Sundance (Parcels 2, 14, 18, 20, 20a, 21, 28b, 31, 37a) Bid Item No. 3

0 0.125 0.25 0.5 Miles

N

Date: 7/1/2021

Document Name: Pave2022SundanceParcels214182020a2128b3137a



BUCKEYE, AZ

Pavement Management Program 2021-2022
Sun City Festival (Benefit Areas 5, 6, 7)

Bid Item No. 4

0 0.075 0.15 0.3 Miles

N

Date: 7/1/2021

Document Name: Pave2022SCF567

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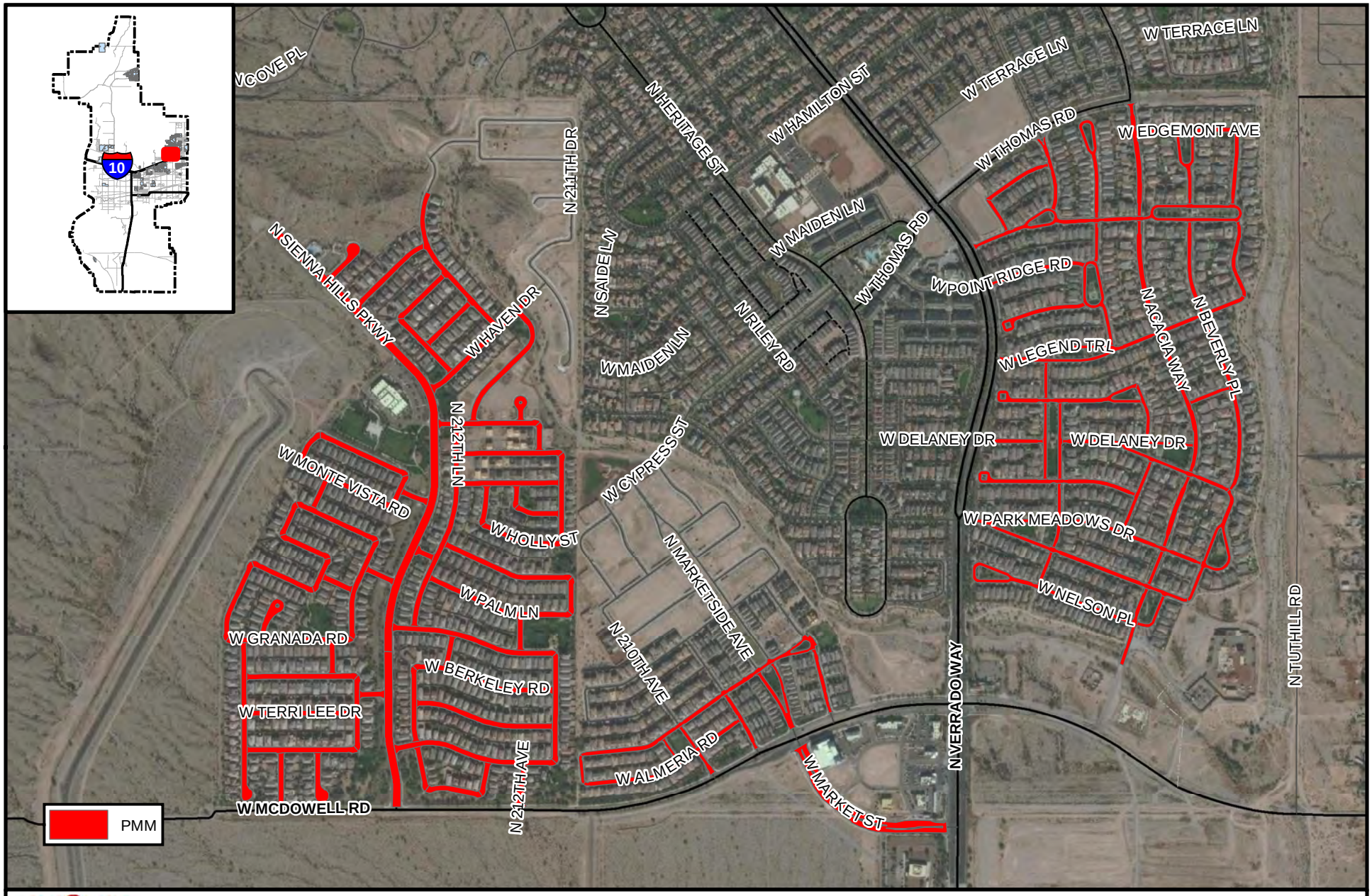

BUCKEYE, AZ

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Pavement Management Program 2021-2022

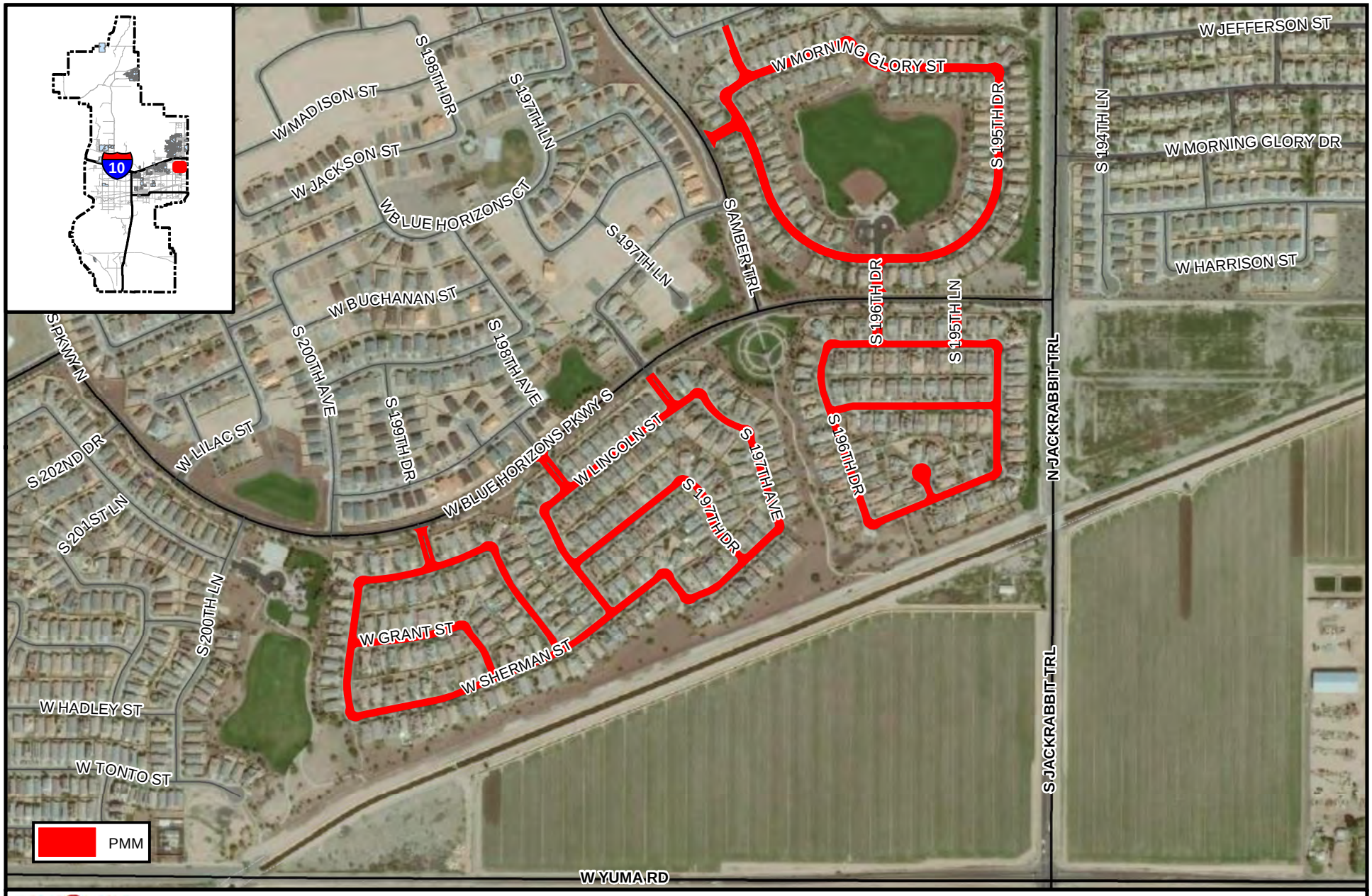
Verrado (Phases 4 & 5) Bid Item No. 5

0 0.075 0.15 0.3 Miles

N

Date: 7/22/2021

Document Name: Pave2022VerradoPhase4And5



BUCKEYE, AZ

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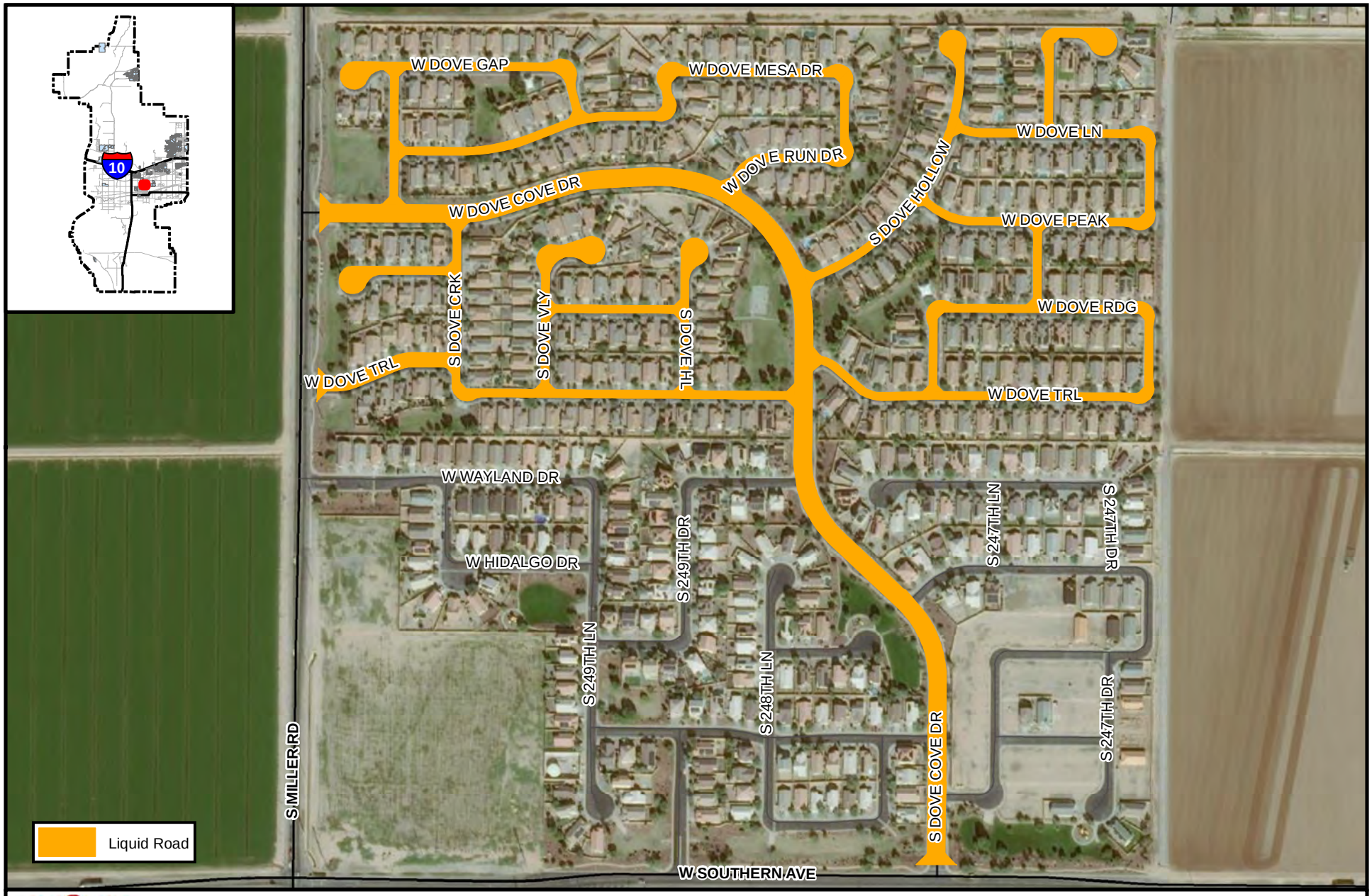
Pavement Management Program 2021-2022
Blue Horizons (Parcels 1, 2, 3, 4) Bid Item No. 6

0 0.05 0.1 0.2 Miles

N

Date: 7/1/2021

Document Name: Pave2022BlueHorizonParcels1234



BUCKEYE, AZ

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Pavement Management Program 2021-2022

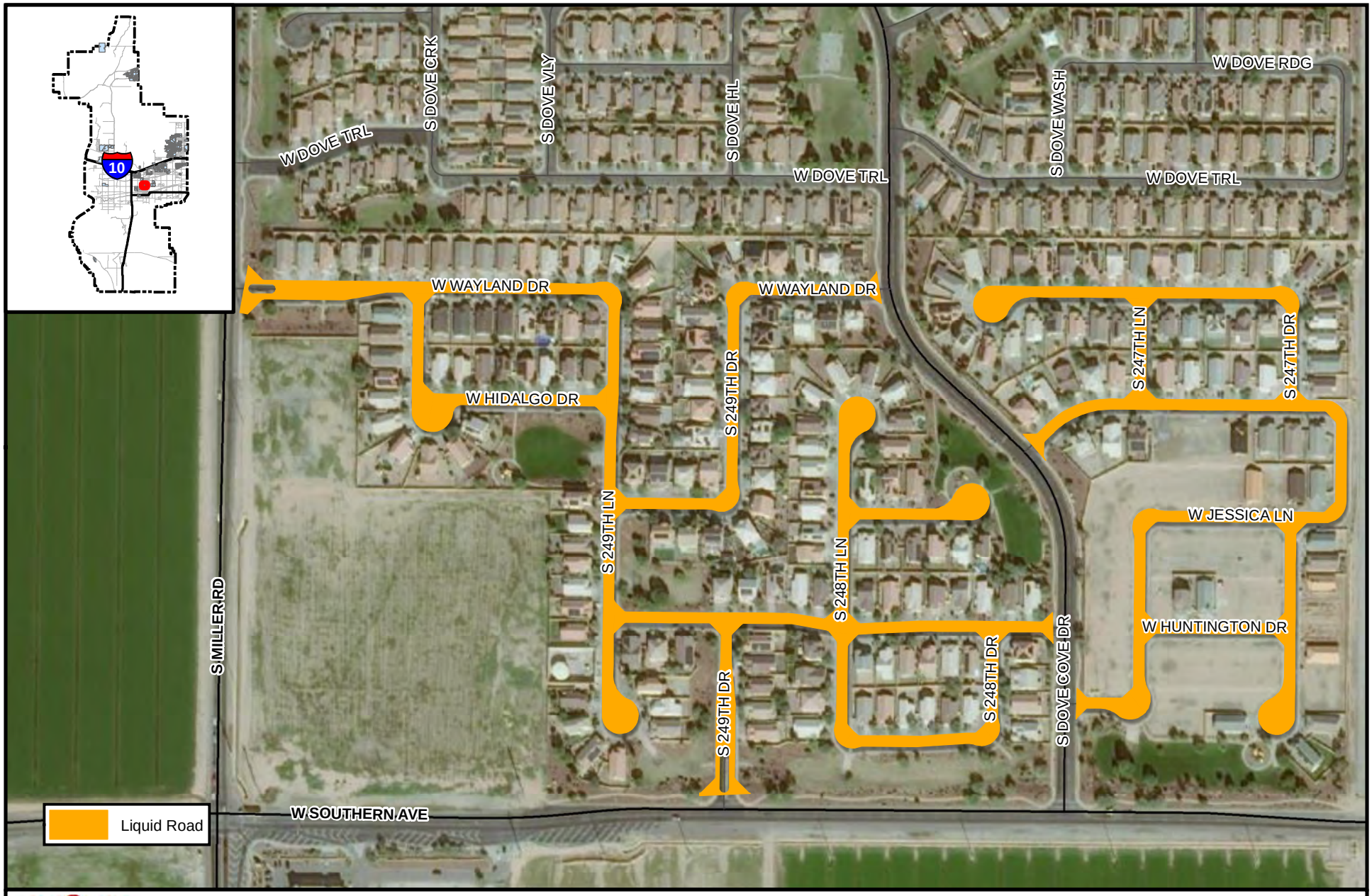
Dove Cove Bid Item No. 7

0 0.0325 0.065 0.13 Miles

N

Date: 7/1/2021

Document Name: Pave2022DoveCove



BUCKEYE, AZ

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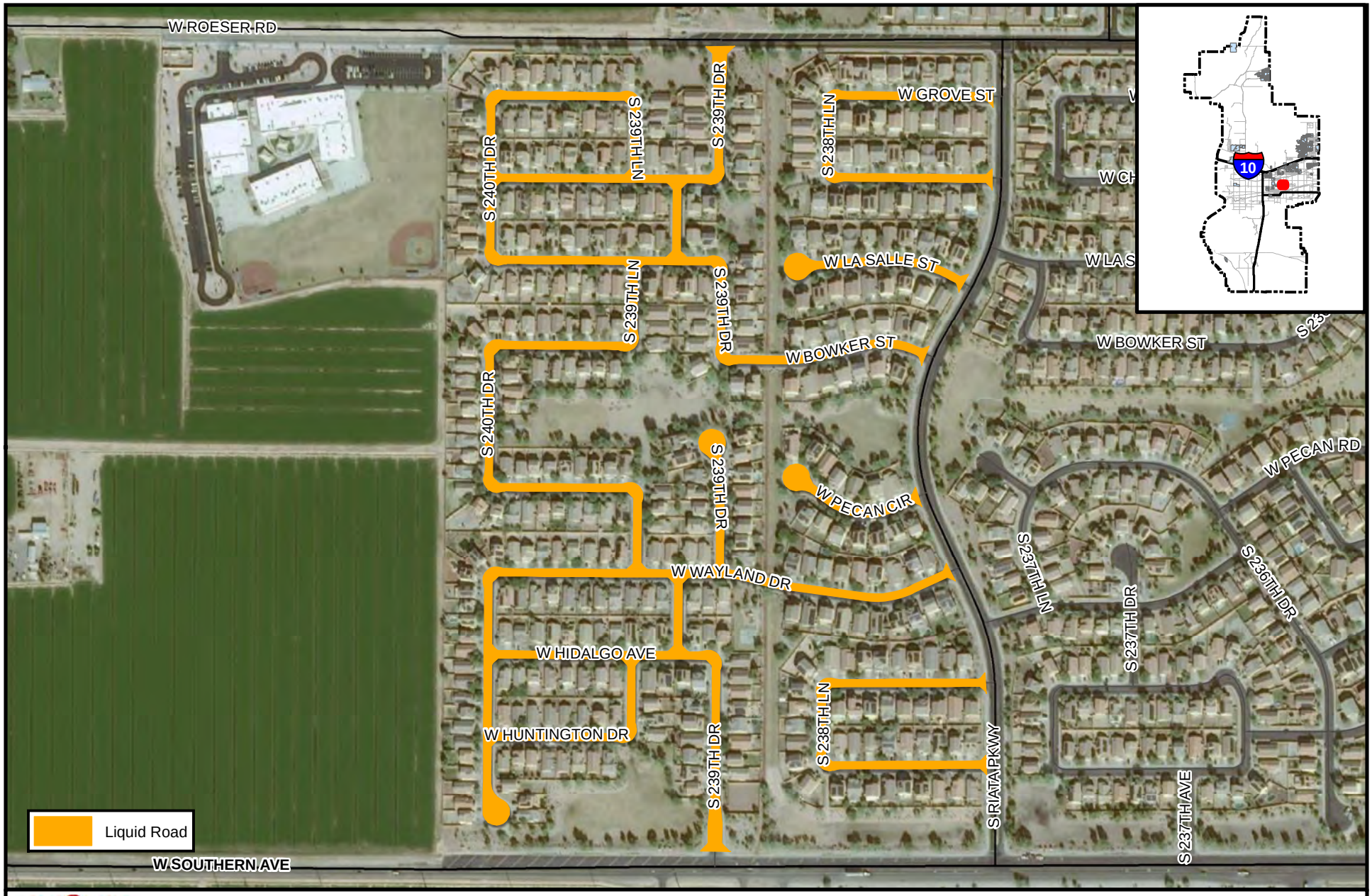
Pavement Management Program 2021-2022
Miller Manor (Phases 1, 2, 3) Bid Item No. 8

0 0.025 0.05 0.1 Miles

N

Date: 7/1/2021

Document Name: Pave2022MillerManorPhases123



BUCKEYE, AZ

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Pavement Management Program 2021-2022

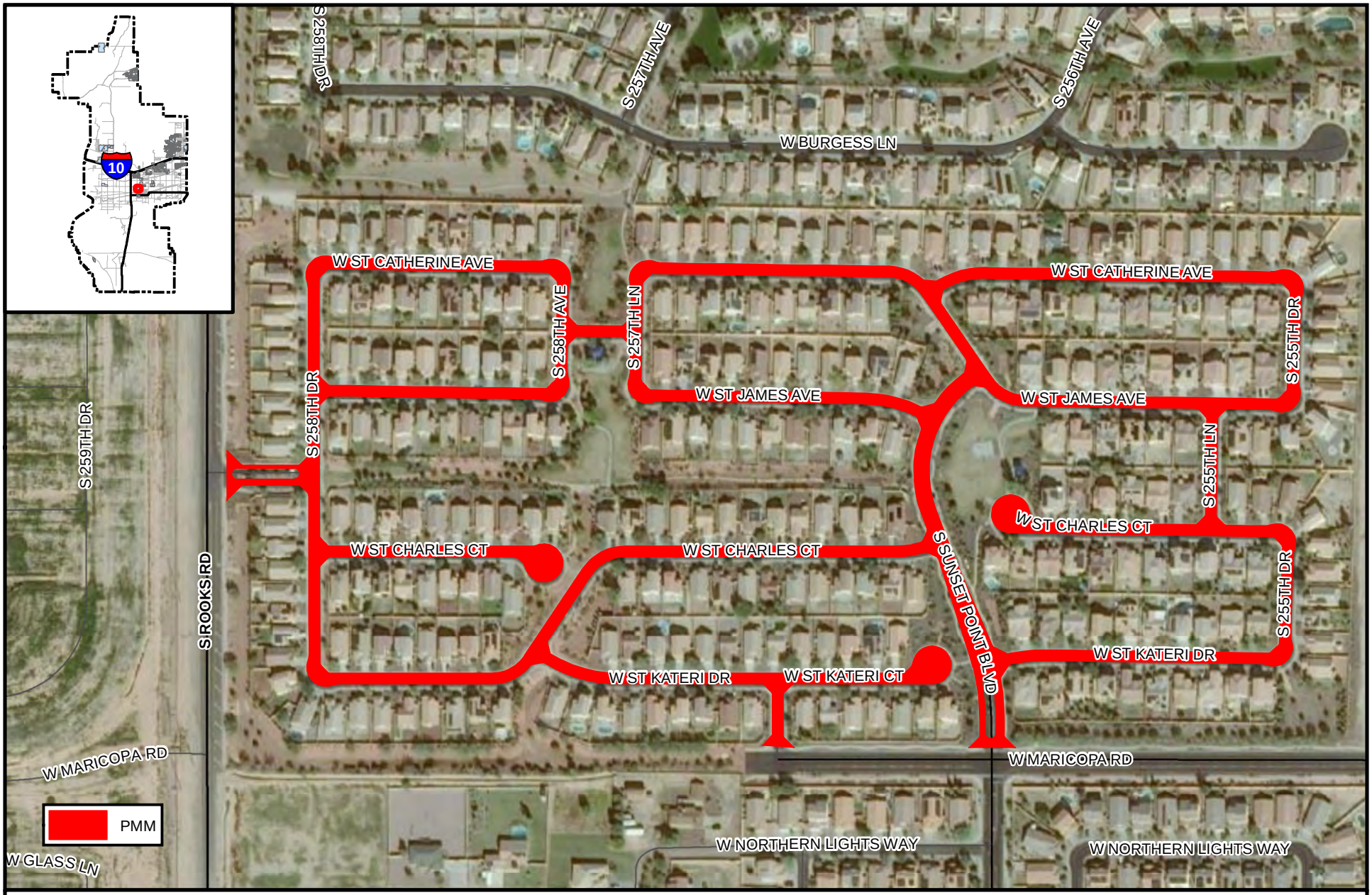
Riata West Unit 1 Bid Item No. 9

0 0.035 0.07 0.14 Miles

N

Date: 7/1/2021

Document Name: Pave2022RiataWestUnit1



BUCKEYE, AZ

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Pavement Management Program 2021-2022

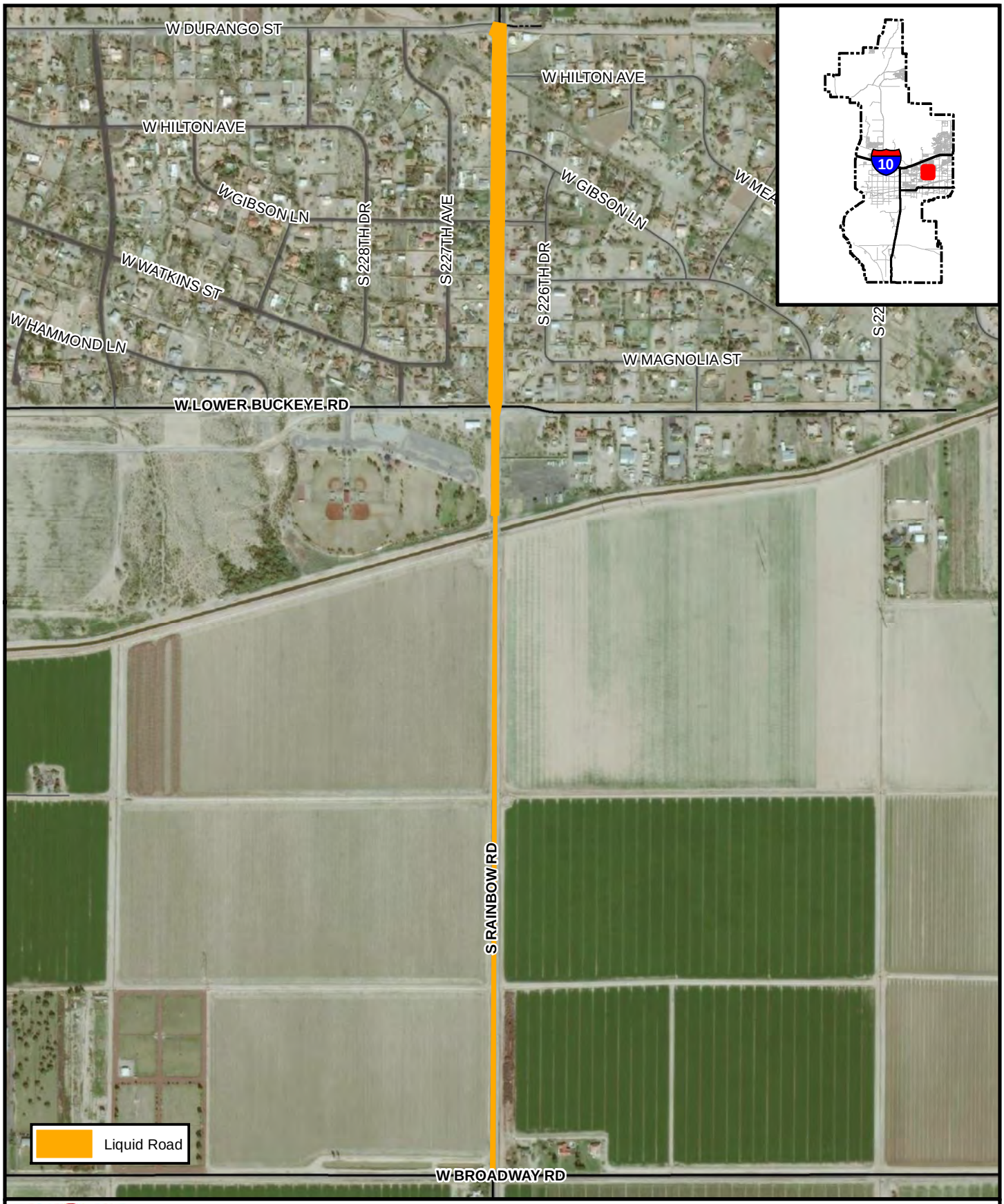
Sunset Vista Bid Item No. 10

0 0.025 0.05 0.1 Miles

N

Date: 7/1/2021

Document Name: Pave2022SunsetVista



BUCKEYE, AZ

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Pavement Management Program 2021-2022
Rainbow Rd (Durango St to Broadway Rd)

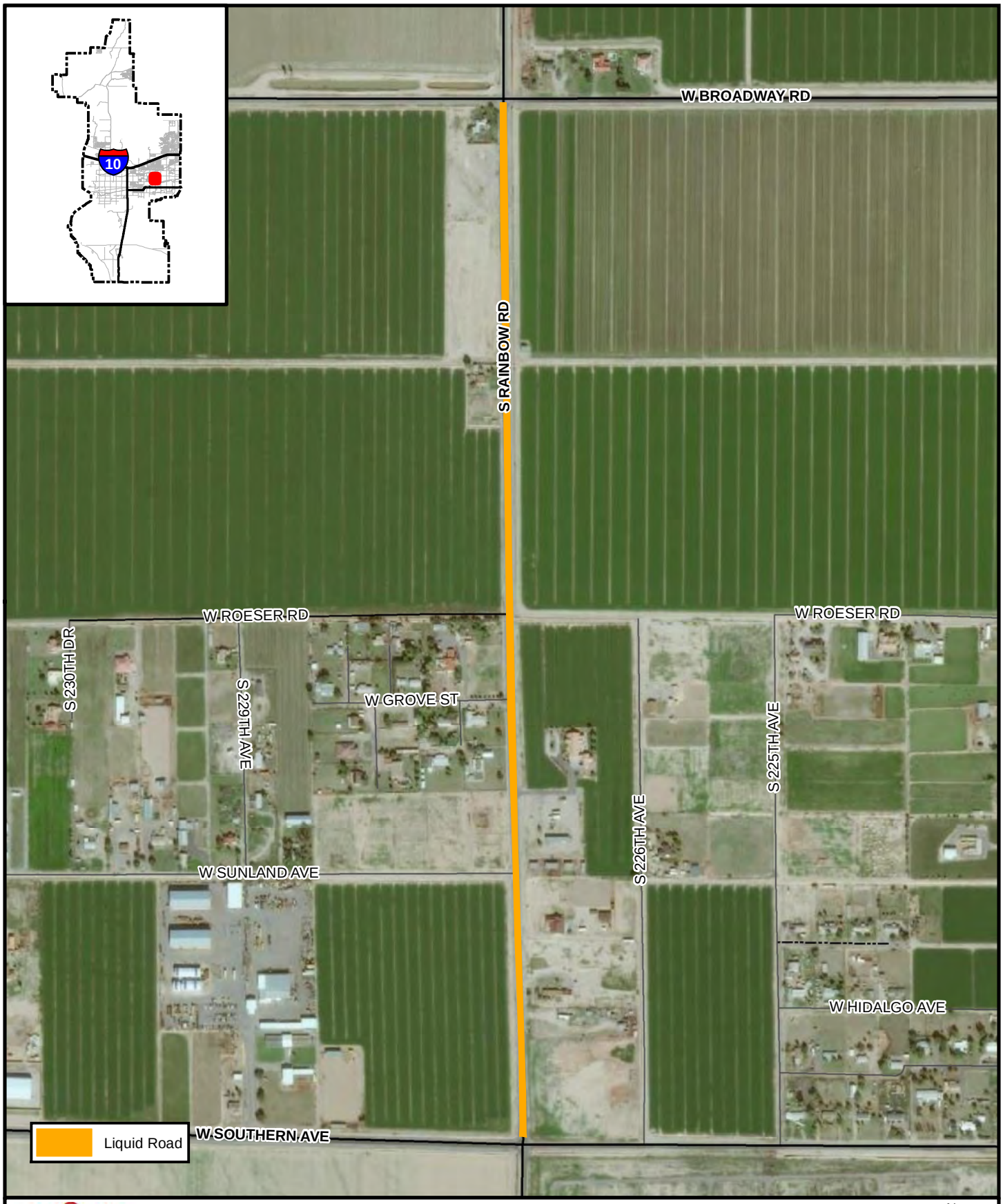
0 0.075 0.15 0.3 Miles

Bid Item No. 11

N

Date: 7/1/2021

Document Name: Pave2022RainbowDurangotoBroadway



BUCKEYE, AZ

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Pavement Management Program 2021-2022
Rainbow Rd (Broadway Rd to Southern Ave)

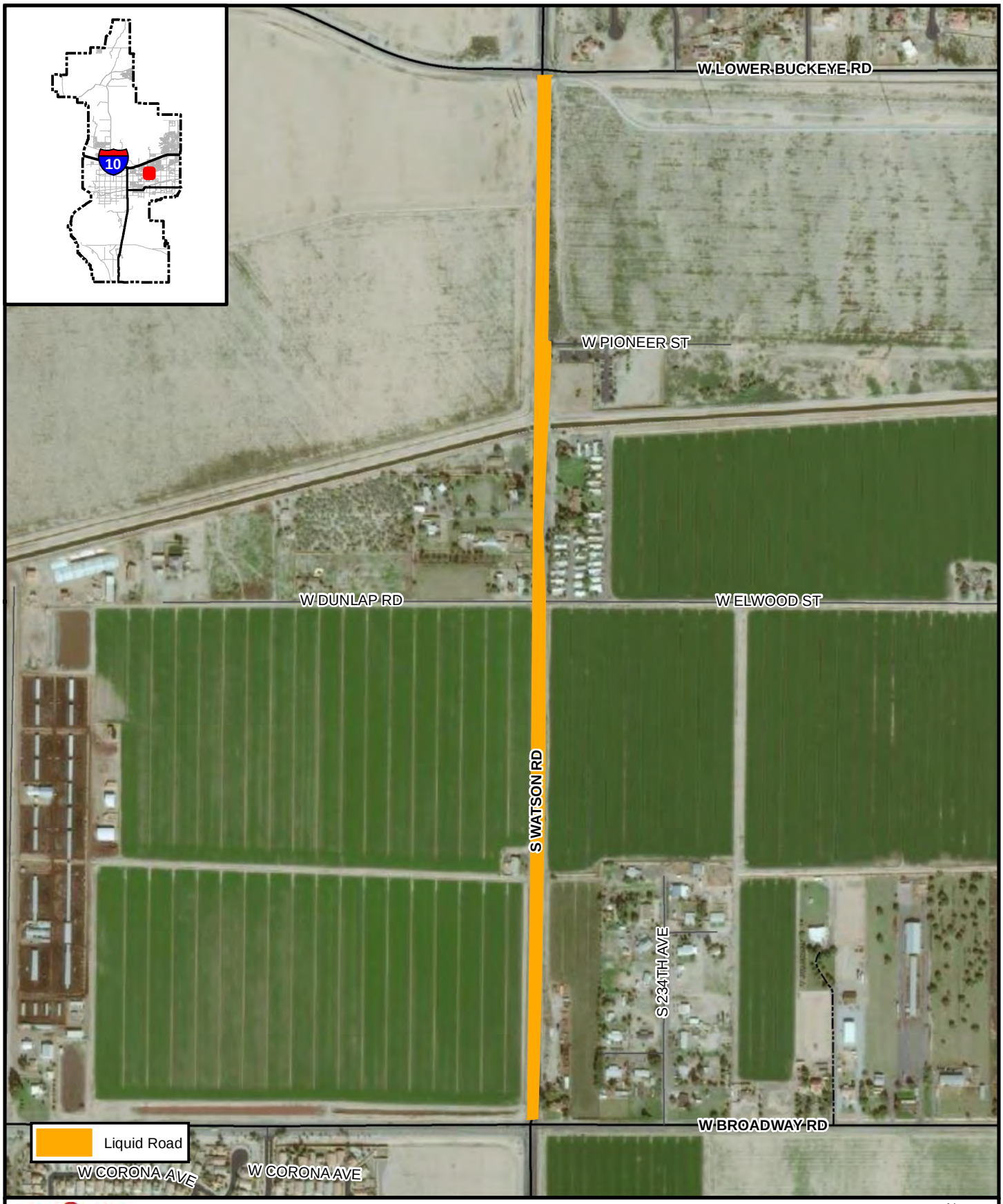
0 0.05 0.1 0.2 Miles

Bid Item No. 12

N

Date: 7/1/2021

Document Name: Pave2022RainbowBroadwaytoSouthern



BUCKEYE, AZ

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Pavement Management Program 2021-2022
Watson Rd (Broadway Rd to Lower Buckeye Rd)

0 0.05 0.1 0.2 Miles

Bid Item No. 13

N

Date: 7/1/2021

Document Name: Pave2022WatsonBroadwaytoLowerBuckeye



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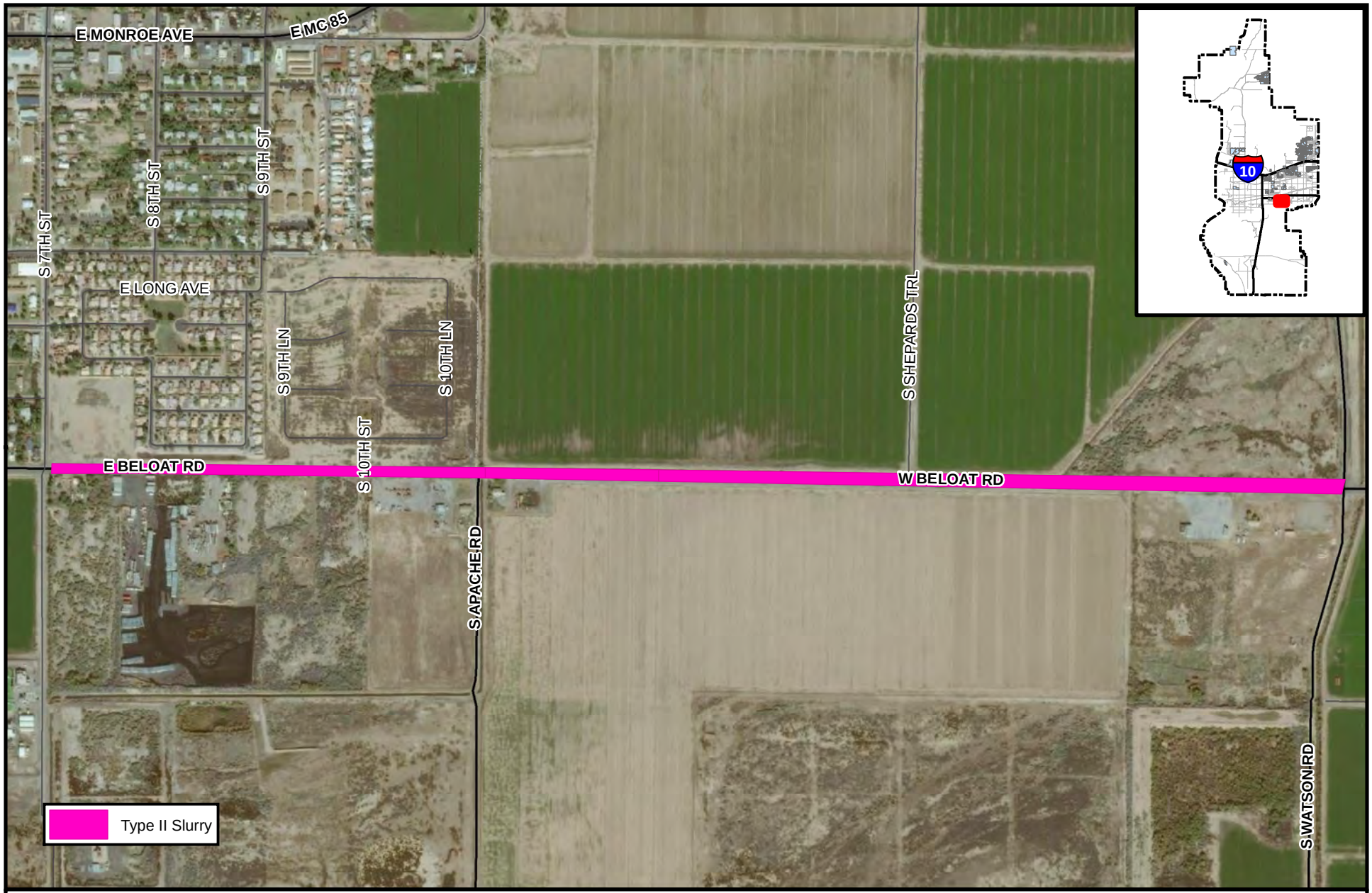
Pavement Management Program 2021-2022
Beloat Rd (Miller Rd to 7th St) Bid Item No. 14

0 0.025 0.05 0.1 Miles

N

Date: 7/1/2021

Document Name: Pave2022BeloatMiller to7th



BUCKEYE, AZ

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Pavement Management Program 2021-2022

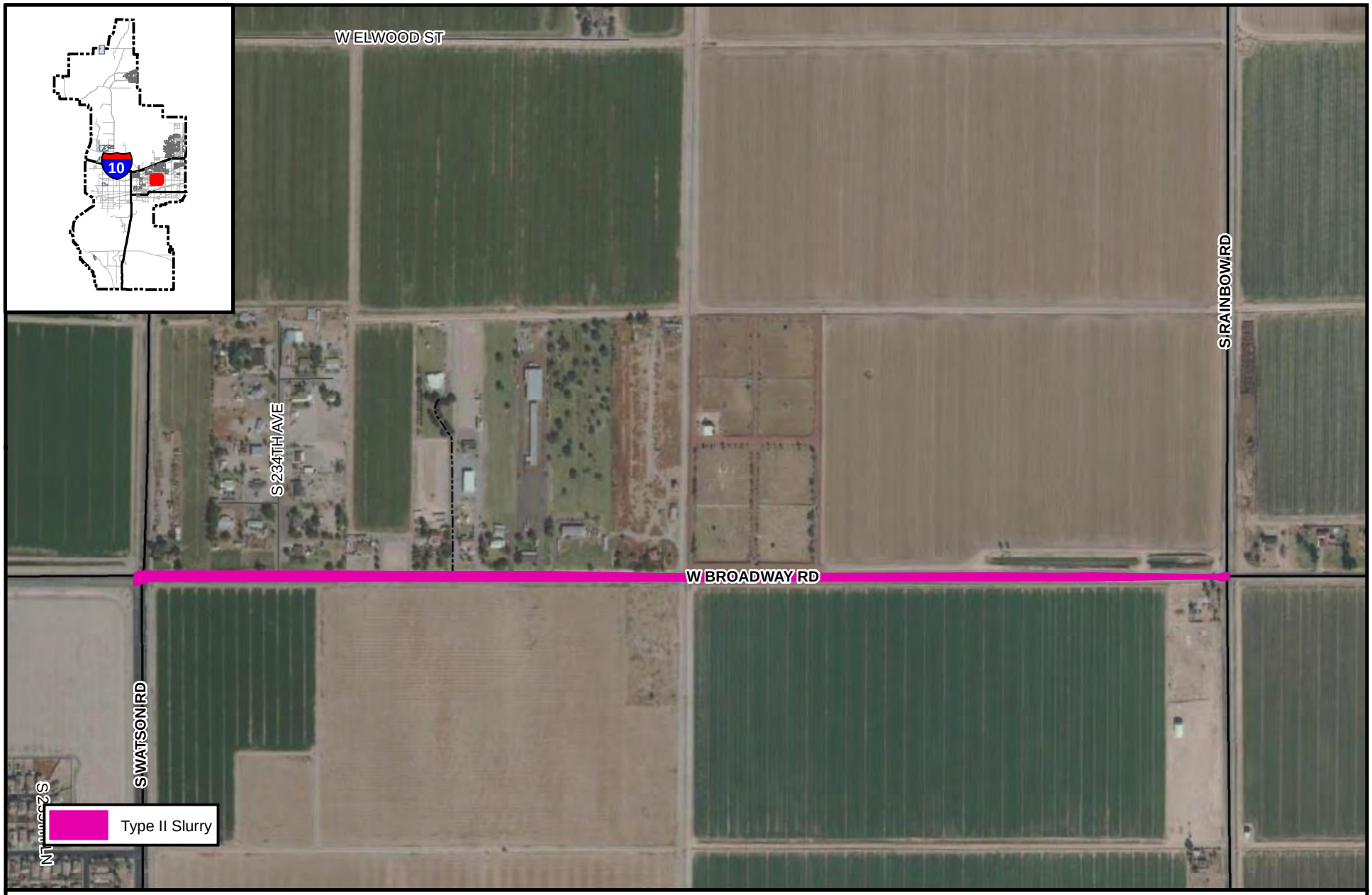
Beloat Rd (7th St to Watson Rd) Bid Item No. 15

0 0.05 0.1 0.2 Miles

N

Date: 7/1/2021

Document Name: Pave2022Beloat7thtoWatson



BUCKEYE, AZ

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Pavement Management Program 2021-2022
Broadway Rd (Watson Rd to Rainbow Rd) Bid Item No. 16

0 0.05 0.1 0.2 Miles

N

Date: 7/27/2021

Document Name: Pave2022BroadwayApachetoWatson



BUCKEYE, AZ

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Pavement Management Program 2021-2022

Durango St (Miller Rd to West Dead End) Bid Item No 17

0 0.0425 0.085 0.17 Miles

N

Date: 7/1/2021

Document Name: Pave2022DurangoMillertoDeanEnd



BUCKEYE, AZ

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Pavement Management Program 2021-2022

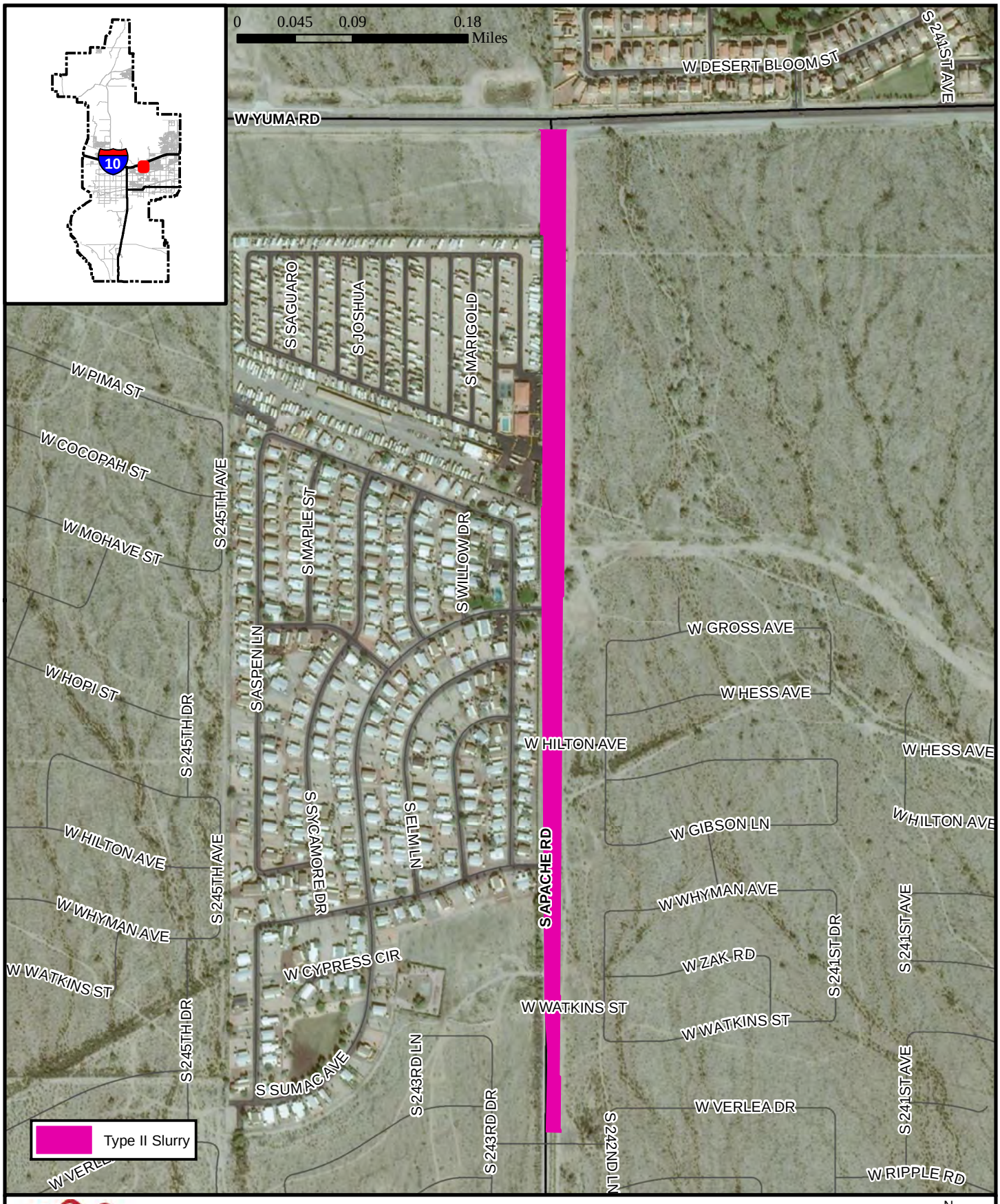
Durango St (Watson Rd to Rainbow Rd) Bid Item No. 18

0 0.05 0.1 0.2 Miles

N

Date: 7/1/2021

Document Name: Pave2022DurangoWatsontoRainbow



BUCKEYE, AZ

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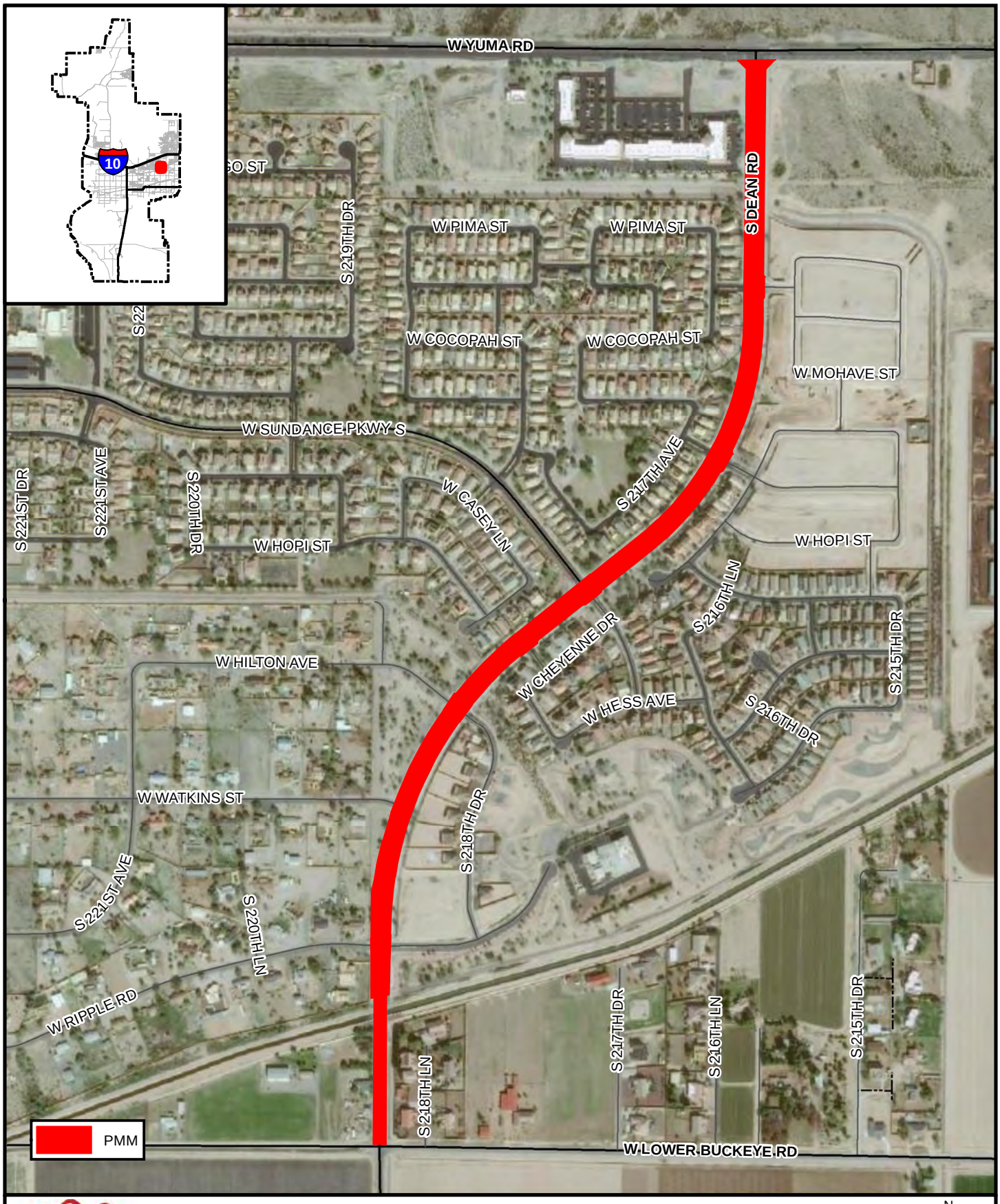
Pavement Management Program 2021-2022
Apache Rd Bid Item No. 19
(Yuma Rd to South Endof Sun Buena Vista Mobile Park)

N

Date: 7/1/2021

Document Name: Pave2022ApacheYumatoBuenaMobilePark



BUCKEYE, AZ

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Pavement Management Program 2021-2022
Dean Rd (Yuma Rd to Lower Buckeye Rd)
Bid Item No. 20

0 0.05 0.1 0.2 Miles

N

Date: 7/1/2021

Document Name: Pave2022DeanYumatoLowerBuckeye



BUCKEYE, AZ

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Pavement Management Program 2021-2022
Indian School Rd (Verrado Way to Jackrabbit Trail) Bid Item No. 21

0 0.075 0.15 0.3 Miles

N

Date: 7/1/2021

Document Name: Pave2022IndianSchoolVerradotoJackrabbit



BUCKEYE, AZ

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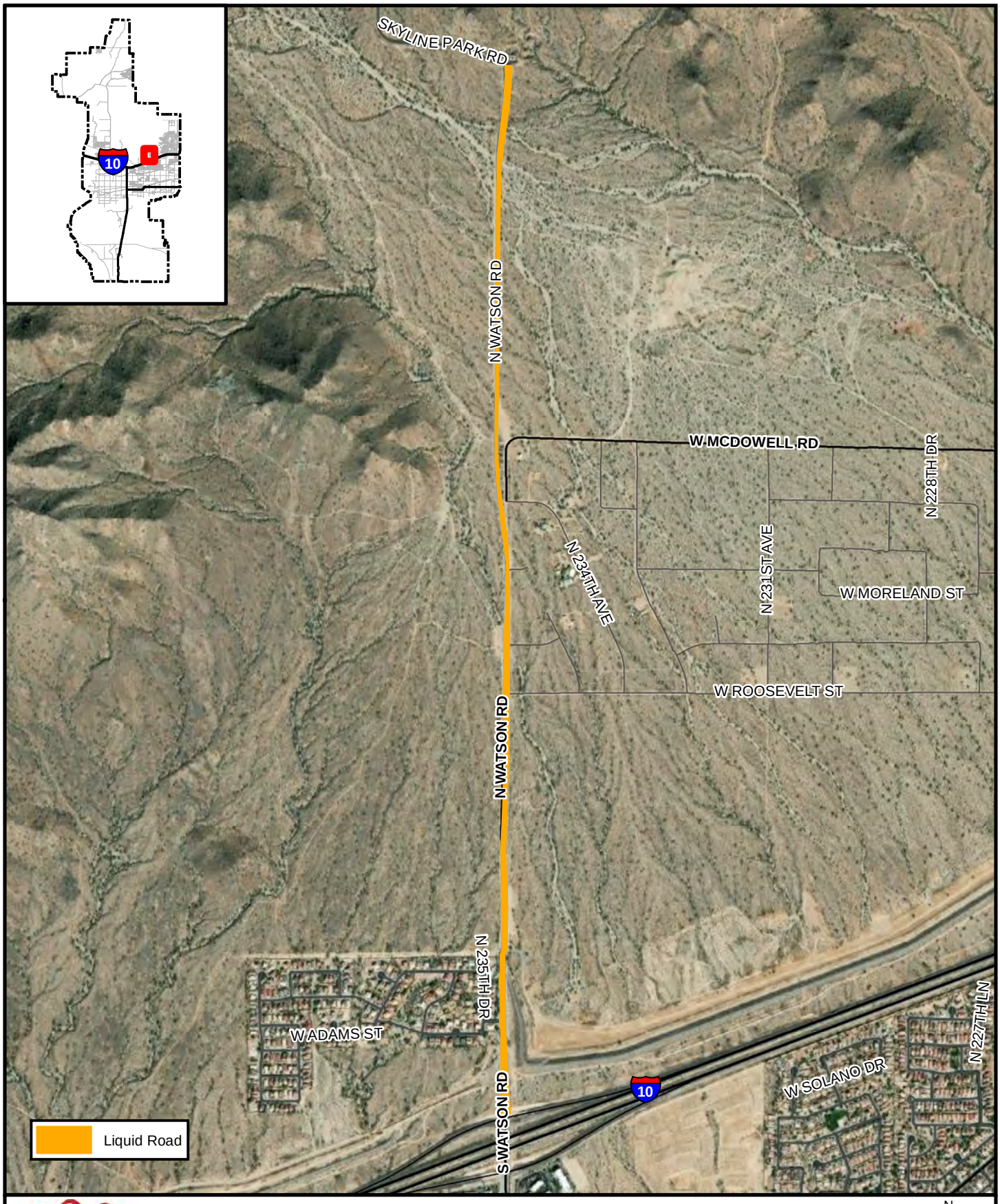
Pavement Management Program 2021-2022
Pioneer Dr (Indian School Rd to Exeter Blvd)
Bid Item No. 22

0 0.015 0.03 0.06 Miles

N

Date: 7/1/2021

Document Name: Pave2022PioneerIndianSchooltoExeter



BUCKEYE, AZ

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Pavement Management Program 2021-2022
Watson Rd (I-10 to Skyline Entrance)
Bid Item No. 23

0 0.1 0.2 0.4 Miles

N

Date: 7/1/2021

Document Name: Pave2022PioneerWatsonI10toSkylineEntrance

Sundance Crossings



Sundance Park



7/7/2021 4:41:03 PM

Bid Item No. 25

Saide Recreation Center



7/8/2021 3:28:54 PM

Bid Item No. 26

Earl Edgar Park



Buckeye Airport



100 N Apache Rd



DELIVERY ORDER CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
SUNLAND ASPHALT & CONSTRUCTION, INC.

DELIVERY ORDER #3
JOC CONTRACT 2019005-04

THIS DELIVERY ORDER CONTRACT AGREEMENT (this "Agreement") is entered into by and between the CITY OF BUCKEYE, an Arizona municipal corporation (the "City") and Sunland Asphalt & Construction, Inc., an Arizona corporation (the "Contractor").

RECITALS

In accordance with the Job Order Contract 2019005-04 (the "Contract") between the City and Contractor, dated August 6, 2019 the Contractor will perform the following Scope of Work as detailed in Article 1, subject and pursuant to the terms and conditions of the Job Order Contract.

ARTICLE 1
SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment and services required to complete required for sealing applications, testing, cleaning, pavement/road markings and protection for adjacent concrete and landscape as required to apply Rubberized Crack Seal, Asphalt Emulsion and Seal Coat to prevent further deterioration of the road surfaces and more particularly defined in hereto as Exhibit A.

ARTICLE 2
SCHEDULE OF COMPLETION OF WORK

The Consultant shall commence work within 10 days of the issuance of a Notice to Proceed and work shall be completed within **322 calendar days.** In view of the difficulty or impossibility of determining the City's damages from delay, should the Contractor fail to achieve Substantial Completion by that date, as extended by any City approved Change Orders, the Contractor agrees to pay and will pay to City, in addition to all other sums pursuant to the Contract Documents, the sum of **One Thousand Seventy Dollars ($1.070.00)** for each calendar day of delay as liquidated damages for such delay and not as a penalty. This sum may be withheld from the balance of the Contract Price as it becomes due. Should liquidated damages exceed the Contract Price due or to become due, then the Contractor shall pay the City the difference within 3 days of receipt of written demand.

ARTICLE 3
COST OF CONSTRUCTION

The total cost to complete the Scope of Work under this Job Order Contract Delivery Order identified in Article 1 as set forth in Exhibit B, in a lump sum amount of **Three Million Five Hundred Ninety Five Thousand Five Hundred Sixty-Nine Dollars and Zero Cents ($3,595,569.00).**

ARTICLE 4
BONDS AND INSURANCE

In accordance with Article 19 of the Contract, the Contractor agrees to issue the required insurance ACORD form. Payment and Performance Bonds shall not be required for this project.

This Job Order Contract Delivery Order is subject to the terms and conditions of the Contract and may be cancelled pursuant to the provisions of the Arizona Revised Statutes Section 38-511. If there is a discrepancy between the terms and conditions of the Contract and Scope of Work in Exhibit A, the Contract supersedes the Scope of Work.

THEREFORE, the City of Buckeye by its Mayor and City Clerk have hereunto subscribed their names this _____.

CITY:
THE CITY OF BUCKEYE, ARIZONA
an Arizona municipal corporation

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda Aja, City Clerk

RECOMMENDED:

CA Williams
_____
Christopher A. Williams, Manager
Construction and Contracting Division

APPROVED AS TO FORM:

_____
City Attorney

CONTRACTOR:
SUNLAND ASPHALT & CONSTRUCTION, INC.

Alex DeClusin
_____
Alex DeClusin, Vice President

DELIVERY ORDER #3
JOC CONTRACT 2019005-04

EXHIBIT A
SCOPE OF WORK

Scope of Work
(Masterseal)

- **Rubberized Crack Seal –** Clean out cracks using a vacuum system and in accordance to PM10 Dust Control Regulations (no blowers allowed) then a hot application of Crafco Poly Flex Type 3 (or equal). Joint line between curb and asphalt shall be omitted. For cracks wider than 2" and over 2" in depth tack oil shall be applied before using an Asphalt Sand Seal 6.5 (Vulcan) (or equal), without milling or routing then sealing with a hot application of Crafco Poly Flex Type 3 (or equal).

- **Asphalt Emulsion Seal Coat** – Application of **Masterseal** Asphalt Emulsion Sealcoat (or equal) to be applied. Seal coat shall extend to curb line from intersecting road. In all cases; curb shields should be used to protect adjacent concrete, landscaping and other structures from over spray. Streets shall be swept to ensure surface is thoroughly dried and free of any debris or oils prior to application.

- **Materials Testing** – A one-time materials test shall be performed per job site using the selected approved product during the beginning of the project. The standard ASTM D 2939.7 and ASTM D 2939.08 shall apply.

- **Pavement Markings** – Re-stripe as existing, or as directed (due to changes or corrections to traffic control), traffic markings after asphalt treatment as specified in the City of Buckeye's Signs and Markings Standards (Section 6.5). Existing Thermoplastic Pavement Markings/Stencils require temporary paint markings during asphalt seal Coat curing time. Curing time should be no less than thirty days unless otherwise approved for earlier striping by City of Buckeye inspector. After curing time, thermoplastic applications would be applied in accordance to M.U.T.C.D. and City of Buckeye Standards.

- **Contractor** – Contractor is responsible for removal, replacement and installation of any missing Raised Pavement Markers (RPMs) with new RPMs as needed in accordance to M.U.T.C.D. standards.

- **Contractor's Requirements** –
    - Contractor is responsible for Community Outreach in English/Spanish to include approved door knob hangars, fliers, verbal communication. Door hangar to include a map.
    - Advanced notice is required prior to commencement of work. The City of Buckeye shall be notified by the contractor a minimum of seven (7) days prior to commencement of work to allow for advanced Community Outreach posting.
    - Mapping of scheduled work shall be coordinated with Solid Waste Services, Special Events, City Events during construction.
    - Provide Pricing in square Yard increments on the price sheet as indicated.
    - All requests for Change Orders (price increases) must be in writing and approved by the Construction and Contracting Office.
    - Contractor to supply some form of transportation to transport residents, i.e. a golf cart.

- **Traffic Control** – Traffic Control for the City of Buckeye shall be in accordance with the M.U.T.C.D. and Traffic Ordinance, Section 19.1.1 and 19.1.2. The Public Works Director or designee shall have

the option to require Officers for Busy arterials, intersections and 4-way stop signs to insure public safety as the Traffic Control Plan is reviewed. The requirement for 4-way stop signs in in addition to the ordinance required for Signalization Intersections. Full street closures are required for residential streets.

Scope of Work
(Slurry Seal Type II)

- **Rubberized Crack Seal –** Clean out cracks using a vacuum system and in accordance to PM10 Dust Control Regulations (no blowers allowed) then a hot application of Crafco Poly Flex Type 3 (or equal). Joint line between curb and asphalt shall be omitted. For cracks wider than 2" and over 2" in depth tack oil shall be applied before using an Asphalt Sand Seal 6.5 (Vulcan) (or equal), without milling or routing then sealing with a hot application of Crafco Poly Flex Type 3 (or equal).

- **Asphalt Emulsion Seal Coat** – Application of **Slurry Seal Type II** Asphalt Emulsion Sealcoat (or equal) to be applied. Seal coat shall extend to curb line from intersecting road. Streets shall be swept to ensure surface is thoroughly dried and free of any debris or oils prior to application.

- **Materials Testing** – A one-time materials test shall be performed per job site using the selected approved product during the beginning of the project. The standard W.T.A.T. test in accordance with and ASTM D 3910 shall apply.

- **Pavement Markings** – Re-stripe as existing, or as directed (due to changes or corrections to traffic control), traffic markings after asphalt treatment as specified in the City of Buckeye's Signs and Markings Standards (Section 6.5). Existing Thermoplastic Pavement Markings/Stencils require temporary paint markings during asphalt seal Coat curing time. Curing time should be no less than thirty days unless otherwise approved for earlier striping by City of Buckeye inspector. After curing time, thermoplastic applications would be applied in accordance to M.U.T.C.D. and City of Buckeye Standards.

- **Contractor** – Contractor is responsible for removal, replacement and installation of any missing Raised Pavement Markers (RPMs) with new RPMs as needed in accordance to M.U.T.C.D. standards.

- **Contractor's Requirements** –
    - Contractor is responsible for Community Outreach in English/Spanish to include approved door knob hangars, fliers, verbal communication. Door hangar to include a map.
    - Advanced notice is required prior to commencement of work. The City of Buckeye shall be notified by the contractor a minimum of seven (7) days prior to commencement of work to allow for advanced Community Outreach posting.
    - Mapping of scheduled work shall be coordinated with Solid Waste Services, Special Events, City Events during construction.
    - Provide Pricing in square Yard increments on the price sheet as indicated.
    - All requests for Change Orders (price increases) must be in writing and approved by the Construction and Contracting Office.
    - Contractor to supply some form of transportation to transport residents, i.e. a golf cart.

- **Traffic Control** – Traffic Control for the City of Buckeye shall be in accordance with the M.U.T.C.D. and Traffic Ordinance, Section 19.1.1 and 19.1.2. The Public Works Director or designee shall have the option to require Officers for Busy arterials, intersections and 4-way stop signs to insure public safety as the Traffic Control Plan is reviewed. The requirement for 4-way stop signs in in addition to

the ordinance required for Signalization Intersections. Full street closures are required for residential streets.

Scope of Work
(PMM Asphalt Emulsion Sealcoat)

- **Rubberized Crack Seal –** Clean out cracks using a vacuum system and in accordance to PM10 Dust Control Regulations (no blowers allowed) then a hot application of Crafco Poly Flex Type 3 (or equal). Joint line between curb and asphalt shall be omitted. For cracks wider than 2" and over 2" in depth tack oil shall be applied before using an Asphalt Sand Seal 6.5 (Vulcan) (or equal), without milling or routing then sealing with a hot application of Crafco Poly Flex Type 3 (or equal).

- **Asphalt Emulsion Seal Coat** – Application of **PMM** Asphalt Emulsion Sealcoat (or equal) to be applied. Seal coat shall extend to curb line from intersecting road. In all cases; curb shields should be used to protect adjacent concrete, landscaping and other structures from over spray. Streets shall be swept to ensure surface is thoroughly dried and free of any debris or oils prior to application.

- **Materials Testing** – A one-time materials test shall be performed per job site using the selected approved product during the beginning of the project. The standard ASTM D 2939.7 and ASTM D 2939.08 shall apply.

- **Pavement Markings** – Re-stripe as existing, or as directed (due to changes or corrections to traffic control), traffic markings after asphalt treatment as specified in the City of Buckeye's Signs and Markings Standards (Section 6.5). Existing Thermoplastic Pavement Markings/Stencils require temporary paint markings during asphalt seal Coat curing time. Curing time should be no less than thirty days unless otherwise approved for earlier striping by City of Buckeye inspector. After curing time, thermoplastic applications would be applied in accordance to M.U.T.C.D. and City of Buckeye Standards.

- **Contractor** – Contractor is responsible for removal, replacement and installation of any missing Raised Pavement Markers (RPMs) with new RPMs as needed in accordance to M.U.T.C.D. standards.

- **Contractor's Requirements** –
    - Contractor is responsible for Community Outreach in English/Spanish to include approved door knob hangars, fliers, verbal communication. Door hangar to include a map.
    - Advanced notice is required prior to commencement of work. The City of Buckeye shall be notified by the contractor a minimum of seven (7) days prior to commencement of work to allow for advanced Community Outreach posting.
    - Mapping of scheduled work shall be coordinated with Solid Waste Services, Special Events, City Events during construction.
    - Provide Pricing in square Yard increments on the price sheet as indicated.
    - All requests for Change Orders (price increases) must be in writing and approved by the Construction and Contracting Office.
    - Contractor to supply some form of transportation to transport residents, i.e. a golf cart.

- **Traffic Control** – Traffic Control for the City of Buckeye shall be in accordance with the M.U.T.C.D. and Traffic Ordinance, Section 19.1.1 and 19.1.2. The Public Works Director or designee shall have

the option to require Officers for Busy arterials, intersections and 4-way stop signs to insure public safety as the Traffic Control Plan is reviewed. The requirement for 4-way stop signs in in addition to the ordinance required for Signalization Intersections. Full street closures are required for residential streets.

Scope of Work
(Polymer Micro Seal II)

- **Rubberized Crack Seal –** Clean out cracks using a vacuum system and in accordance to PM10 Dust Control Regulations (no blowers allowed) then a hot application of Crafco Poly Flex Type 3 (or equal). Joint line between curb and asphalt shall be omitted. For cracks wider than 2" and over 2" in depth tack oil shall be applied before using an Asphalt Sand Seal 6.5 (Vulcan) (or equal), without milling or routing then sealing with a hot application of Crafco Poly Flex Type 3 (or equal).

- **Asphalt Emulsion Seal Coat** – Application of **Polymer Micro Seal II** Asphalt Emulsion Sealcoat (or equal) to be applied. Seal coat shall extend to curb line from intersecting road. Streets shall be swept to ensure surface is thoroughly dried and free of any debris or oils prior to application. The Micro Seal process does not require continuous feed.

- **Materials Testing** – A one-time materials test shall be performed per job site using the selected approved product during the beginning of the project. The standard W.T.A.T. test in accordance with ASTM D 3910 shall apply.

- **Pavement Markings** – Re-stripe as existing, or as directed (due to changes or corrections to traffic control), traffic markings after asphalt treatment as specified in the City of Buckeye's Signs and Markings Standards (Section 6.5). Existing Thermoplastic Pavement Markings/Stencils require temporary paint markings during asphalt seal Coat curing time. Curing time should be no less than thirty days unless otherwise approved for earlier striping by City of Buckeye inspector. After curing time, thermoplastic applications would be applied in accordance to M.U.T.C.D. and City of Buckeye Standards.

- **Contractor** – Contractor is responsible for removal, replacement and installation of any missing Raised Pavement Markers (RPMs) with new RPMs as needed in accordance to M.U.T.C.D. standards.

- **Contractor's Requirements** –
    - Contractor is responsible for Community Outreach in English/Spanish to include approved door knob hangars, fliers, verbal communication. Door hangar to include a map.
    - Advanced notice is required prior to commencement of work. The City of Buckeye shall be notified by the contractor a minimum of seven (7) days prior to commencement of work to allow for advanced Community Outreach posting.
    - Mapping of scheduled work shall be coordinated with Solid Waste Services, Special Events, City Events during construction.
    - Provide Pricing in square Yard increments on the price sheet as indicated.
    - All requests for Change Orders (price increases) must be in writing and approved by the Construction and Contracting Office.
    - Contractor to supply some form of transportation to transport residents, i.e. a golf cart.

- **Traffic Control** – Traffic Control for the City of Buckeye shall be in accordance with the M.U.T.C.D. and Traffic Ordinance, Section 19.1.1 and 19.1.2. The Public Works Director or designee shall have the option to require Officers for Busy arterials, intersections and 4-way stop signs to insure public

safety as the Traffic Control Plan is reviewed. The requirement for 4-way stop signs in in addition to the ordinance required for Signalization. Full street closures are required for residential streets.

DELIVERY ORDER #3
JOC CONTRACT 2019005-04

EXHIBIT B
PROPOSAL

BUCKEYE, AZ

PROPOSAL

City Project Name: **FALL & SPRING PAVEMENT MAINTENANCE 2021/2022**
Solicitation No: **DORFP No. 4, JOC CONTRACT 2019005 - CATEGORY 2**

Date: September 7th, 2021

Proposal from: Sunland Asphalt & Construction LLC
(Name of Firm)

To: City of Buckeye, Construction & Contracting Division

The following proposal is made for construction services for the City of Buckeye, Arizona, in accordance with Construction Documents. The undersigned certifies that the Construction Documents, as well as the proposed construction site and conditions affecting the Work have been carefully examined; that the amount and nature of the Work to be done is thoroughly understood; and that at no time will misunderstanding of the drawings, specifications, or conditions to be overcome be pleaded.

The undersigned certifies that he or his firm is currently licensed under the provisions of ARS Sections 32-1151 and 32-1169. The undersigned further certifies that he or his firm has a privilege license pursuant to ARS Section 42-5005.

The undersigned has/will execute the Job Order Contract Delivery Order if awarded the Contract. Any exceptions to the terms and conditions have been stated in writing and submitted on a separate sheet with this price proposal. The undersigned understands that any exceptions taken to the Construction Contract which are not accepted and/or approved by the City may be a basis for rejection of the Price Proposal as nonresponsive.

RECEIPT BY THE UNDERSIGNED OF THE FOLLOWING ADDENDA IS HEREBY ACKNOWLEDGED:

AMENDMENT NUMBER: No. 1 DATED: August 11, 2021

AMENDMENT NUMBER: No. 2 DATED: August 30, 2021

AMENDMENT NUMBER: No. 3 DATED: September 3rd, 2021

LUMP SUM PROPOSAL:

The undersigned proposes to complete all of the Work in accordance with said Construction Documents, plans, specification and all associated addenda for the lump sum of Item #1-30:

Three Million Five Hundred Ninety Five Thousand Five Hundred Sixty Nine Dollars

($ 3,595,569.00).

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

SCOPE OF WORK:

Item #	Description	Application	Sq. Yardage	Unit Price Per Sq. Yard	Extended Price	# Days
		SUBDIVISIONS				
1	Verrado – Phase 1, 2 and 6 - PMM	PMM	699,900	$1.19	$832,881.00	45
2	Sundance – Parcel 45C	PMM	3,500	$2.04	$7,140.00	3
3	Sundance – Parcels 2, 14, 18, 20, 20a, 21, 28b, 31, & 37a	PMM	178,900	$1.22	$218,258.00	20
4	Sun City Festival – Benefit Areas 5, 6, & 7	PMM	224,000	$1.07	$239,680.00	24
5	Verrado – Phase 4 & 5	PMM	337,460	$1.23	$415,075.80	30
6	Blue Horizons – Parcel 1, 2, 3, & 4	PMM	75,450	$1.17	$88,276.50	9
7	Dove Cove	Liquid Road	40,825	$3.40	$138,805.00	10
8	Miller Manor – Phase 1, 2, & 3	Liquid Road	3,5400	$2.78	$98,412.00	8
9	Rita West Unit 1	Liquid Road	43,600	$2.80	$122,080.00	9
10	Sunset Vista	PMM	36,600	$1.21	$44,286.00	5
11	Rainbow Road from Durango Street to Broadway Road	Liquid Road	24,780	$3.85	$95,403.00	8
12	Rainbow Road from Broadway Road to Southern Road	Liquid Road	17,050	$4.25	$72,462.50	7
13	Watson Road form Broadway Road to Lower Buckeye Road	Liquid Road	24,220	$4.35	$105,357.00	9

14	Beloat Road from Miller Road to 7th	PMM	7,650	$2.20	$16,830.00	4
15	Beloat Road from 7th to Watson Road	Type II Slurry	24,800	$2.76	$68,448.00	3
16	Broadway Road from Watson Road to Rainbow Road	Type II Slurry	16,850	$3.50	$58,975.00	3
17	Durango Street from Miller Road to West to Dead End	PMM	17,600	$1.64	$28,864.00	4
18	Durango Street from Watson Road to Rainbow Road	PMM	15,025	$1.58	$23739.50	4
19	Apache Road from Yuma Road to Southern end of Sun Buena Vista Mobile Home Park	Type II Slurry	10,400	$3.38	$35,152.00	3
20	Dean Road from Yuma Road to Lower Buckeye Road	PMM	37,000	$1.67	$61,790.00	8
21	Indian School Road from Verrado Way to Jackrabbit Trail	Liquid Road	57,625	$3.94	$227,042.50	18
22	Pioneer Road from Indian School Road to Exeter Blvd	Liquid Road	5,725	$4.58	$26,220.50	4
23	Watson Road from I-10 to Skyline Park Entrance	Liquid Road	26,900	$3.69	$99,261.00	12
24	Sundance Crossings Parking Lot	Crack Seal	25.300	$2.43	$61,479.00	7
25	Sundance Park Parking Lot	Crack Seal, Liquid Road, Stripe	4,180	$3.09	$12,916.20	2
26	Saide Recreation Center Parking Lot	Crack Seal, Liquid Road, Stripe	1,200	$3.82	$4,584.00	1
27	Earl Edgar Park Parking Lot	Crack Seal	5,200	$0.75	$3,900.00	1
28	Airport – Palo Verde Rd to both Gates	Crack Seal	5,930	$0.75	$4,447.50	1

29	100 Apache Parking Lot	Crack Seal, PMM, Stripe	1,615	$2.20	$3,553.00	1
30	Edge Crack Sealing for all concreate gutters for applicable Items 1-29. ***Contractor to Provide Quantity.***	Crack Seal	190,125 LB	$2.00	$380,250.00	40

GRAND TOTAL FOR ITEMS 1 - 30 $ 3,595,569.00

Submitted by: Sunland Asphalt & Construction LLC

SIGNATURE: [signature]

NAME: Alex DeClusin

TITLE: Vice President

Principal Office: Sunland Asphalt & Construction LLC

Address: 1625 E Northern Ave. Phoenix, AZ 85020

Telephone: 602-323-2800

Facsimile:

Mr Alex DeClusin being duly sworn deposes and says that he/she is the Vice President of Sunland Asphalt & Construction LLC Contractor(s), and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 7th day of September, 2021

Notary Public: Cathy A Dunbar

My Commission Expires: 28th day of April, 2023

SIGNATURE: Cathy A. Dunbar

Cathy A Dunbar
Notary Public
Maricopa County, Arizona
My Comm. Expires 04-28-23
Commission No. 561700

DORFP No. 4 for JOC CONTRACTS 2019005 - CATEGORY 2
CITY OF BUCKEYE
CONSTRUCTION & CONTRACTING DIVISION
623.349.6174

ADDENDUM No. 1

NOTE: Attach to Original DORFP. However, if Proposal has already been returned, complete this amendment and return for attachment to your Proposal by 5:00 PM, September 2, 2021.

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: dfasano@buckyeaz.gov

SOLICITATION: DORFP No. 4: Fall 2021 - Spring 2022 Pavement Maintenance

NOTICE TO CONTRACTORS:
This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Delivery Order Request for Proposal documents prepared by the City of Buckeye.

Bid Due Date and Time: September 2, 2021 no later than 5:00 PM local time

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THE FOLLOWING CHANGE HAS BEEN MADE:

1. Due to the upturn in COIVD cases bid will only be accepted electronically pursuant to the following:

The due date and time for the bid has been changed to September 2, 2021 no later than 5:00 PM local time.

Bids shall be emailed by the due date and time to dfasano@buckeyeaz.gov .

Subject of email shall read: DORFP #4 – Pavement Maintenance

All documents required as part of the "price proposal" shall be completed, scanned as a .pdf, and added as an attachment to the email submittal. The .pdf shall have the name of the company submitting as is title.

All proposals received, via email, will be opened, documented and posted on the City of Buckeye's website at www.buckeyeaz.gov/open-solicitations, under the webpage for this solicitation.

The Bidder assumes the responsibility for having the bid submitted on time via email to the address shown above. Any Bids received after the Bid Due Date and Time shall not be considered and will be returned to the Bidder. The Bidder assumes the risk of any delay in the electronic processing of the Contractor's email through both parties (Contractor and City) network. Bidders must allow adequate time to ensure that the emails are timely received by the City at the designated email address. All time referenced are Buckeye, Arizona local times. Bidders agree to

accept the time and date that is recorded on the received email as the official time. Any emails submission that are 5:01 PM. or later on the scheduled due date will be considered late and therefore, returned to sender.

THE FOLLOWING QUESTIONS WERE ASKED BY CONTRACTORS:

Q1. The bid form states Item #1 for PMM and Item #25 for crackseal, Liquid Road & Stripe. Does this mean that Item #1 does NOT have any crackseal or striping?
A1. Striping or other painting is required for existing striping, stop bars, and legends (etc.) ***for Items 1 thru 23***.

Items 24 thru 29 is as shown in DORFP. Edge crack sealing is for all 29 Items where curb/gutters exist.

Q2. In doing some of our own take-offs to verify quantities we have found substantial differences in some of the areas. Are we to submit bids based on your square yardages and the areas will be field verified at the time of work?
A2. Submitted bids shall utilize the given square footage provided in the bid.

Q3. On the Sundance Crossings Parking Lot, how are we to address the "wide cracks" that are over the typical 1.5" width for standard crack seal material?
A3. For crack sealing any cracks that are excessive, use Mastic.

The balance of the specifications and instructions remain the same. Offerors must acknowledge receipt and acceptance of this amendment by returning the entire Addendum with the Delivery Order Request for Proposals.

PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED SOLICITATION AMENDMENT ACKNOWLEDGEMENT.

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

DORFP No. 4: FALL 2021 - SPRING 2022 PAVEMENT MAINTENANCE
ADDENDUM No. 1
ADDENDUM ISSUE DATE: August 11, 2021

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this Delivery Order Request for Proposals, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: Sunland Asphalt & Construction LLC

Authorized Signature: [signature]

Print Name and Title: Alex DeClusin / Vice President

Date: September 7th, 2021

Address: 1625 E Northern Ave.

City, State, Zip Code: Phoenix, AZ 85020

Telephone Number: 602-323-2800

Email Address: alexd@sunlandasphalt.com

DORFP No. 4 for JOC CONTRACTS 2019005 - CATEGORY 2
CITY OF BUCKEYE
CONSTRUCTION & CONTRACTING DIVISION
623.349.6174

ADDENDUM No. 2

NOTE: Attach to Original DORFP. However, if Proposal has already been returned, complete this amendment and return for attachment to your Proposal by 5:00 PM, September 2, 2021.

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: dfasano@buckyeaz.gov

SOLICITATION: DORFP No. 4: Fall 2021 - Spring 2022 Pavement Maintenance

NOTICE TO CONTRACTORS:
This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Delivery Order Request for Proposal documents prepared by the City of Buckeye.

Bid Due Date and Time: September 2, 2021 no later than 5:00 PM local time

---

THE FOLLOWING QUESTIONS WERE ASKED BY CONTRACTORS:

Q1. After reading the Addendum 1, I was hoping you could clarify Question #1 to all bidders. I don't believe the answer that was given fully answers the question and leaves this open for interpretation. Can you clarify that all bid items 1-23 are to receive crack sealing prior to any surface treatment? The answer that was given only addresses striping and not crack sealing. I think this needs to be clarified in order for fair and competitive bid.
A1. Crack Sealing prior to any pavement coating, and Striping or other painting is required to replace existing striping, stop bars, and legends (etc.) for Items 1 thru 23.

Items 24 thru 29 is as shown in Bid.

Edge crack sealing is for all 29 Items where curb/gutters exist.

Q2. Will GuardTop brand materials be approved as an equal?
A2. Yes. GuardTop Ultra RTU as an approved equal to PMM and GuardTop RoadSheild as an approved equal to Liquid Road

The balance of the specifications and instructions remain the same. Offerors must acknowledge receipt and acceptance of this amendment by returning the entire Addendum with the Delivery Order Request for Proposals.

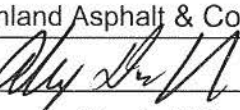
PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED SOLICITATION AMENDMENT ACKNOWLEDGEMENT.

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

DORFP No. 4: FALL 2021 - SPRING 2022 PAVEMENT MAINTENANCE
ADDENDUM No. 2
ADDENDUM ISSUE DATE: August 30, 2021

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this Delivery Order Request for Proposals, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: Sunland Asphalt & Construction LLC

Authorized Signature: 

Print Name and Title: Alex DeClusin / Vice President

Date: September 7th, 2021

Address: 1625 E Northern Ave.

City, State, Zip Code: Phoenix, AZ 85020

Telephone Number: 602-323-2800

Email Address: alexd@sunlandasphalt.com

DORFP No. 4 for JOC CONTRACTS 2019005 - CATEGORY 2
CITY OF BUCKEYE
CONSTRUCTION & CONTRACTING DIVISION
623.349.6174

ADDENDUM No.3

NOTE: Attach to Original DORFP. However, if Proposal has already been returned, complete this amendment and return for attachment to your Proposal by 3:00 PM, September 7, 2021.

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: dfasano@buckyeaz.gov

SOLICITATION: DORFP No. 4: Fall 2021 - Spring 2022 Pavement Maintenance

NOTICE TO CONTRACTORS:
This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Delivery Order Request for Proposal documents prepared by the City of Buckeye.

Bid Due Date and Time: September 7, 2021 no later than 3:00 PM local time

---

THE FOLLOWING QUESTIONS WERE ASKED BY CONTRACTORS:

Q1. Due to addendum 2 and crackseal clarification, can you please extend the bid due date?
A1. Bid due date and time has been extended to September 7, 2021, no later than 3:00 PM local time.

The balance of the specifications and instructions remain the same. Offerors must acknowledge receipt and acceptance of this amendment by returning the entire Addendum with the Delivery Order Request for Proposals.

PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED SOLICITATION AMENDMENT ACKNOWLEDGEMENT.

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

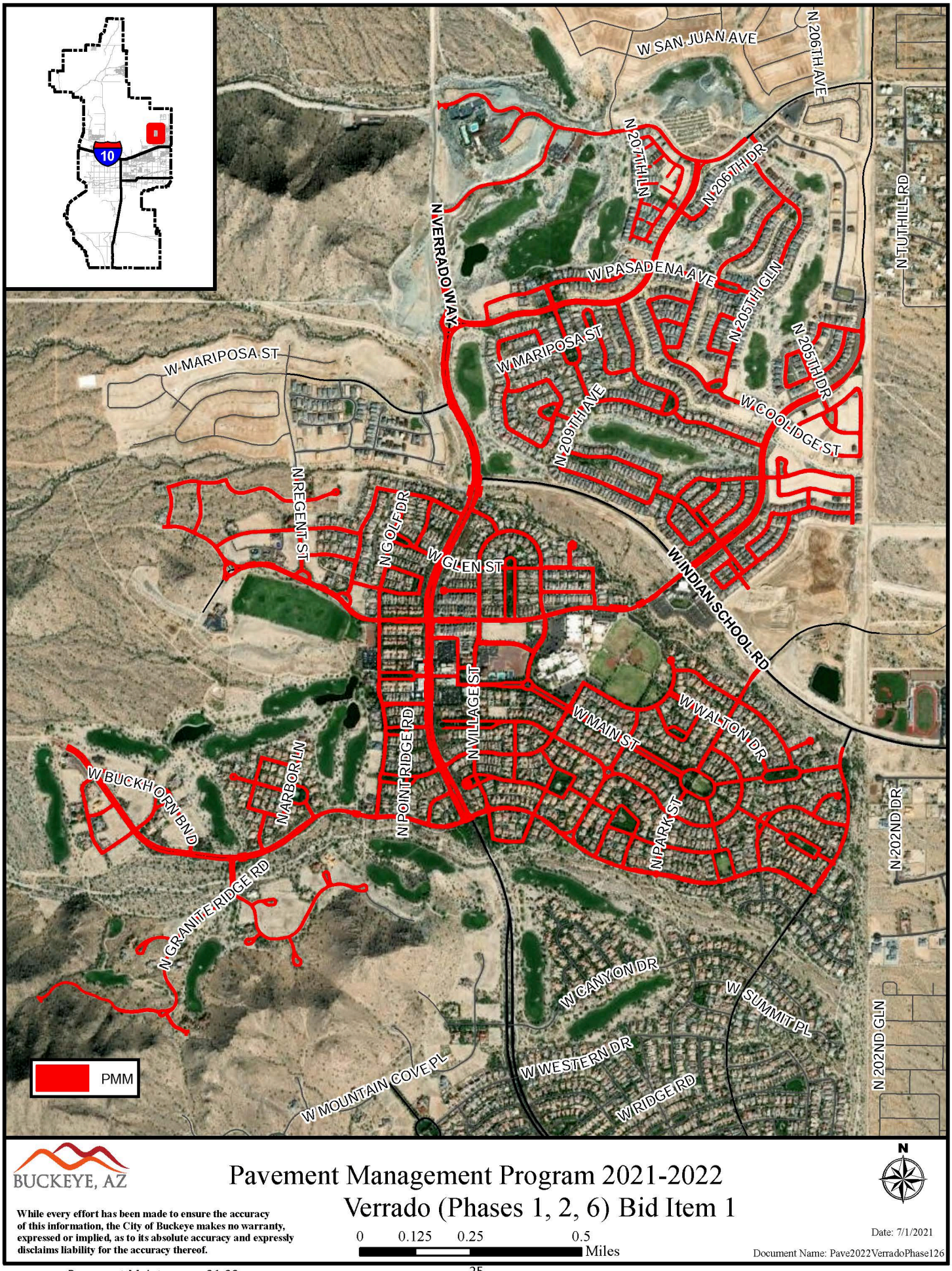
DORFP No. 4: FALL 2021 - SPRING 2022 PAVEMENT MAINTENANCE
ADDENDUM No. 3
ADDENDUM ISSUE DATE: September 1, 2021

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this Delivery Order Request for Proposals, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company:	Sunland Asphalt & Construction LLC
Authorized Signature:	
Print Name and Title:	Alex DeClusin / Vice President
Date:	September 7th, 2021
Address:	1625 E Northern Ave.
City, State, Zip Code:	Phoenix, AZ 85020
Telephone Number:	602-323-2800
Email Address:	alexd@sunlandasphalt.com

DELIVERY ORDER #3
JOC CONTRACT 2019005-04

EXHIBIT C
MAPS



BUCKEYE, AZ

Pavement Management Program 2021-2022
Verrado (Phases 1, 2, 6) Bid Item 1

N

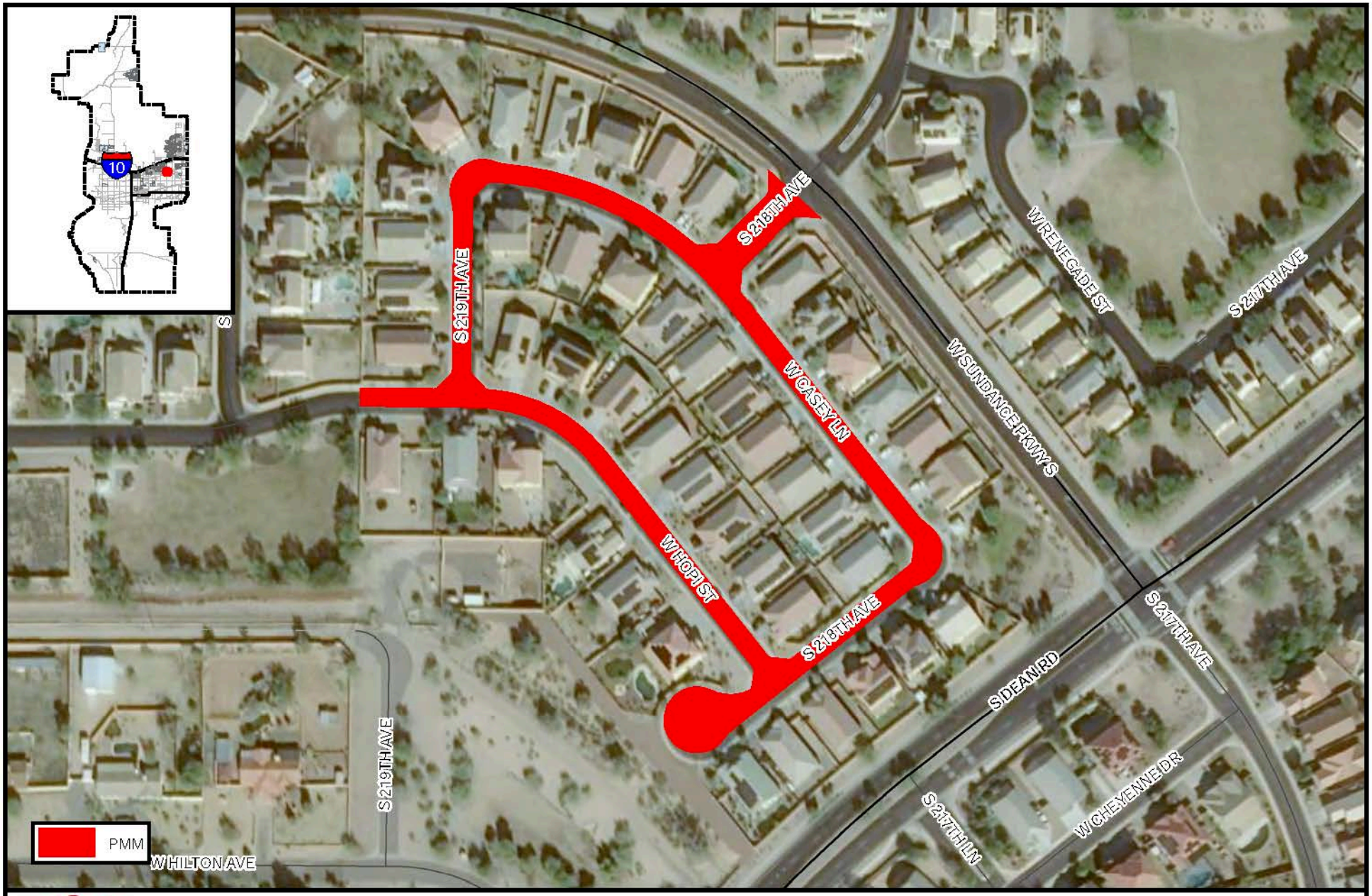
0 0.125 0.25 0.5 Miles

Date: 7/1/2021

Document Name: Pave2022VerradoPhase126

While every effort has been made to ensure the accuracy of this information, the City of Buckeye makes no warranty, expressed or implied, as to its absolute accuracy and expressly disclaims liability for the accuracy thereof.

Pavement Maintenance 21-22
Contract 2019005.04 - DO No. 3
Sunland Asphalt & Construction, Inc.



BUCKEYE, AZ

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Pavement Management Program 2021-2022
Sundance (Parcel 45C) Bid Item No. 2

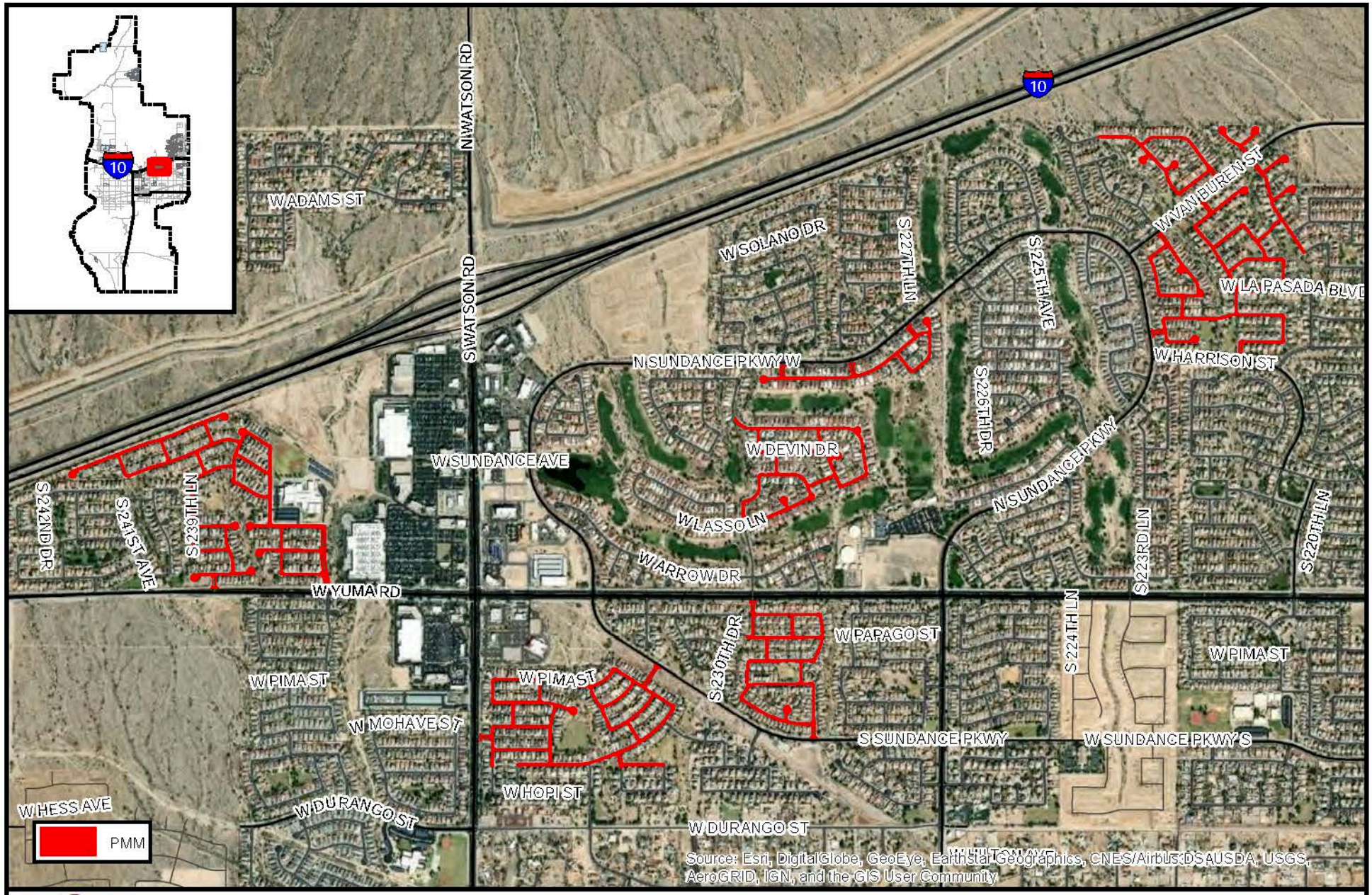
0 0.0125 0.025 0.05 Miles

N

Date: 7/1/2021

Document Name: Pave2022SundanceParcel45c

Pavement Maintenance 21-22
Contract 2019005.04 - DO No. 3
Sunland Asphalt & Construction, Inc.



BUCKEYE, AZ

While every effort has been made to ensure the accuracy of this information, the City of Buckeye makes no warranty, expressed or implied, as to its absolute accuracy and expressly disclaims liability for the accuracy thereof.

Pavement Management Program 2021-2022
Sundance (Parcels 2, 14, 18, 20, 20a, 21, 28b, 31, 37a) Bid Item No. 3

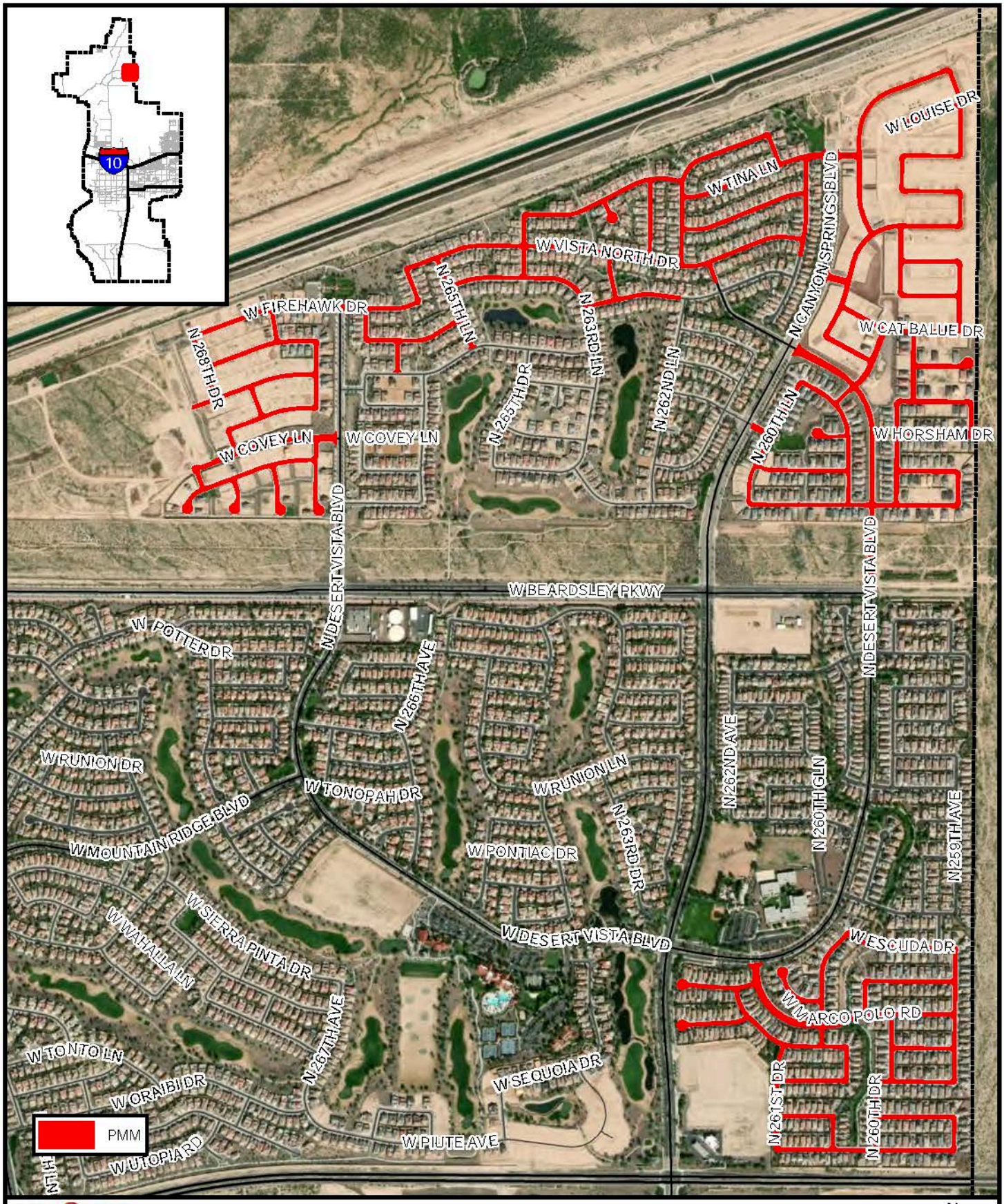
N

0 0.125 0.25 0.5 Miles

Date: 7/1/2021

Document Name: Pave2022SundanceParcels21418202Oa2128b3137a

Pavement Maintenance 21-22
Contract 2019005.04 - DO No. 3
Sunland Asphalt & Construction, Inc.



BUCKEYE, AZ

Pavement Management Program 2021-2022
Sun City Festival (Benefit Areas 5, 6, 7)

While every effort has been made to ensure the accuracy of this information, the City of Buckeye makes no warranty, expressed or implied, as to its absolute accuracy and expressly disclaims liability for the accuracy thereof.

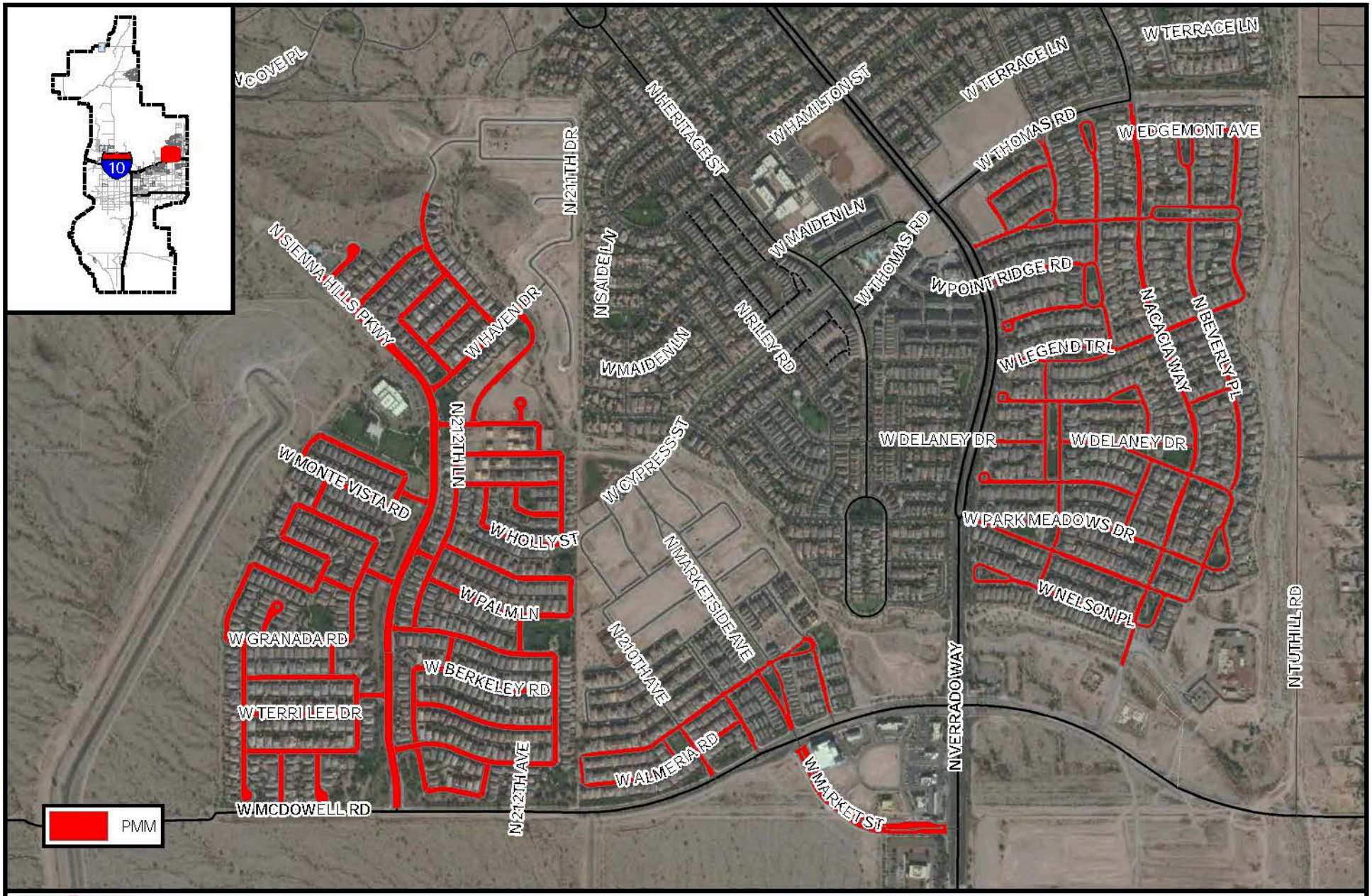
0 0.075 0.15 0.3 Miles

Bid Item No. 4

N

Date: 7/1/2021

Document Name: Pave2022SCF567



BUCKEYE, AZ

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Pavement Management Program 2021-2022

Verrado (Phases 4 & 5) Bid Item No. 5

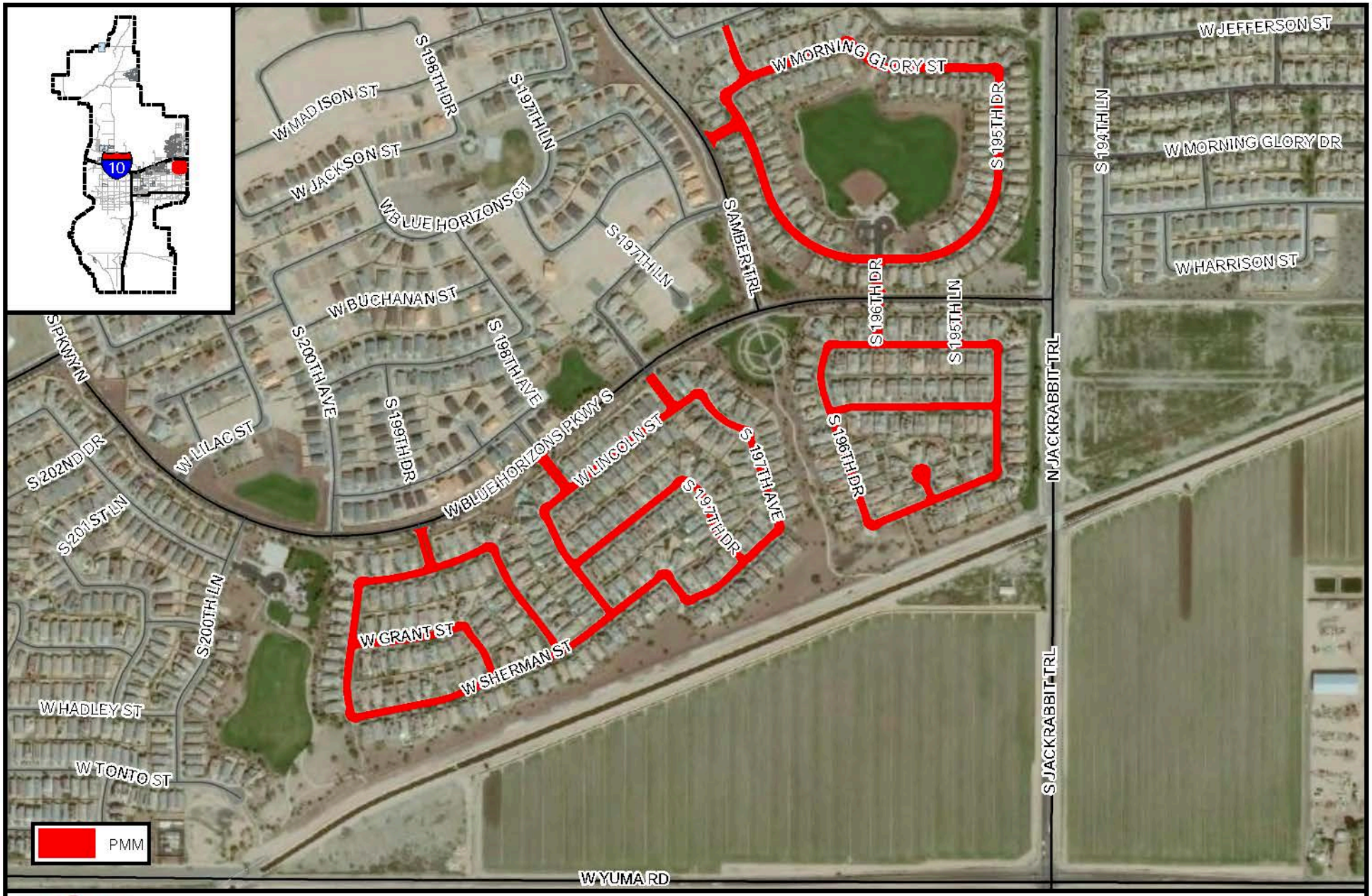
0 0.075 0.15 0.3 Miles

N

Date: 7/22/2021

Document Name: Pave2022\VerradoPhase4And5

Pavement Maintenance 21-22
Contract 2019005.04 - DO No. 3
Sunland Asphalt & Construction, Inc.



BUCKEYE, AZ

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Pavement Management Program 2021-2022
Blue Horizons (Parcels 1, 2, 3, 4) Bid Item No. 6

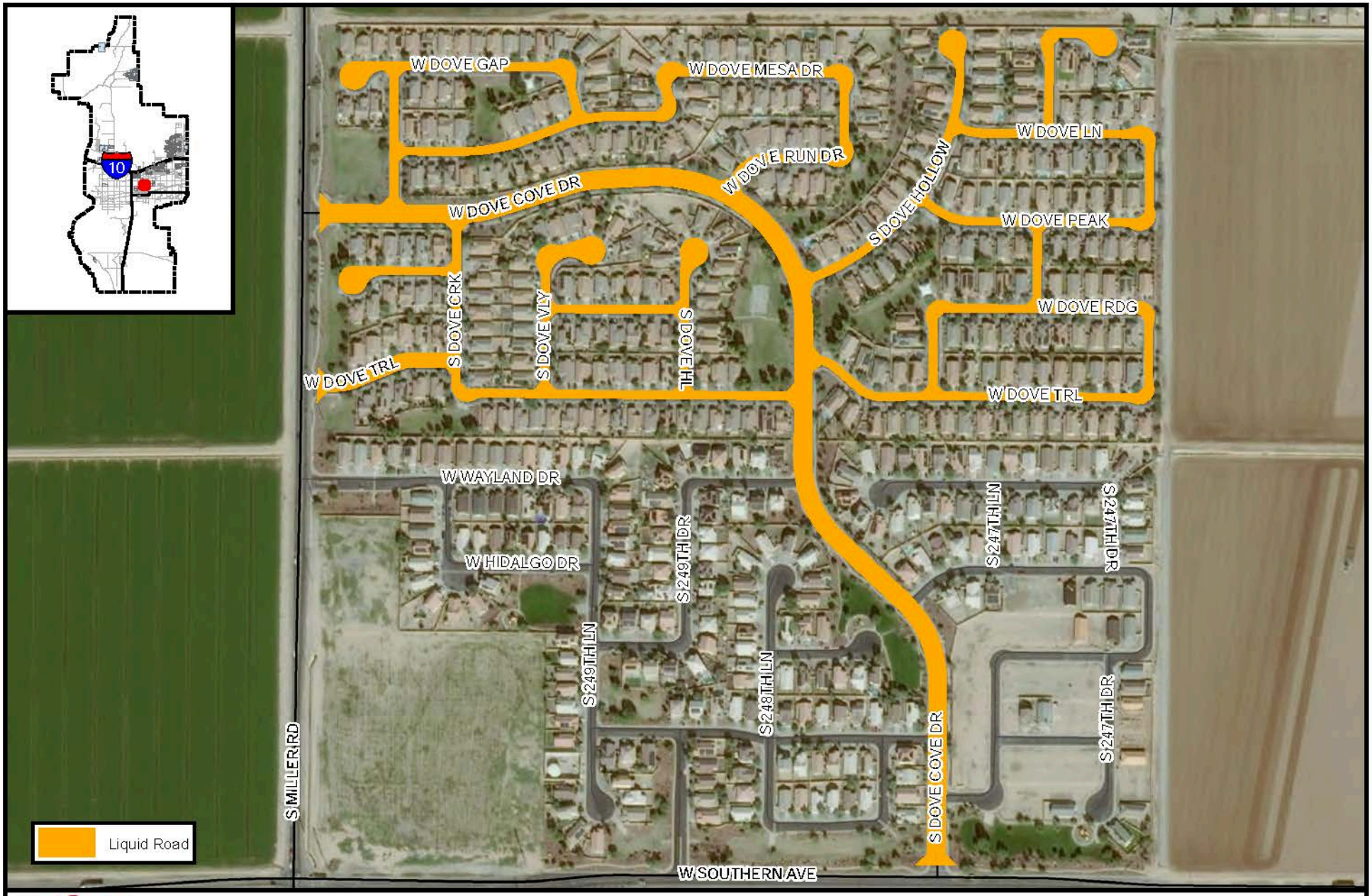
0 0.05 0.1 0.2 Miles

N

Date: 7/1/2021

Document Name: Pave2022BlueHorizonParcels1234

Pavement Maintenance 21-22
Contract 2019005.04 - DO No. 3
Sunland Asphalt & Construction, Inc.



BUCKEYE, AZ

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Pavement Management Program 2021-2022

Dove Cove Bid Item No. 7

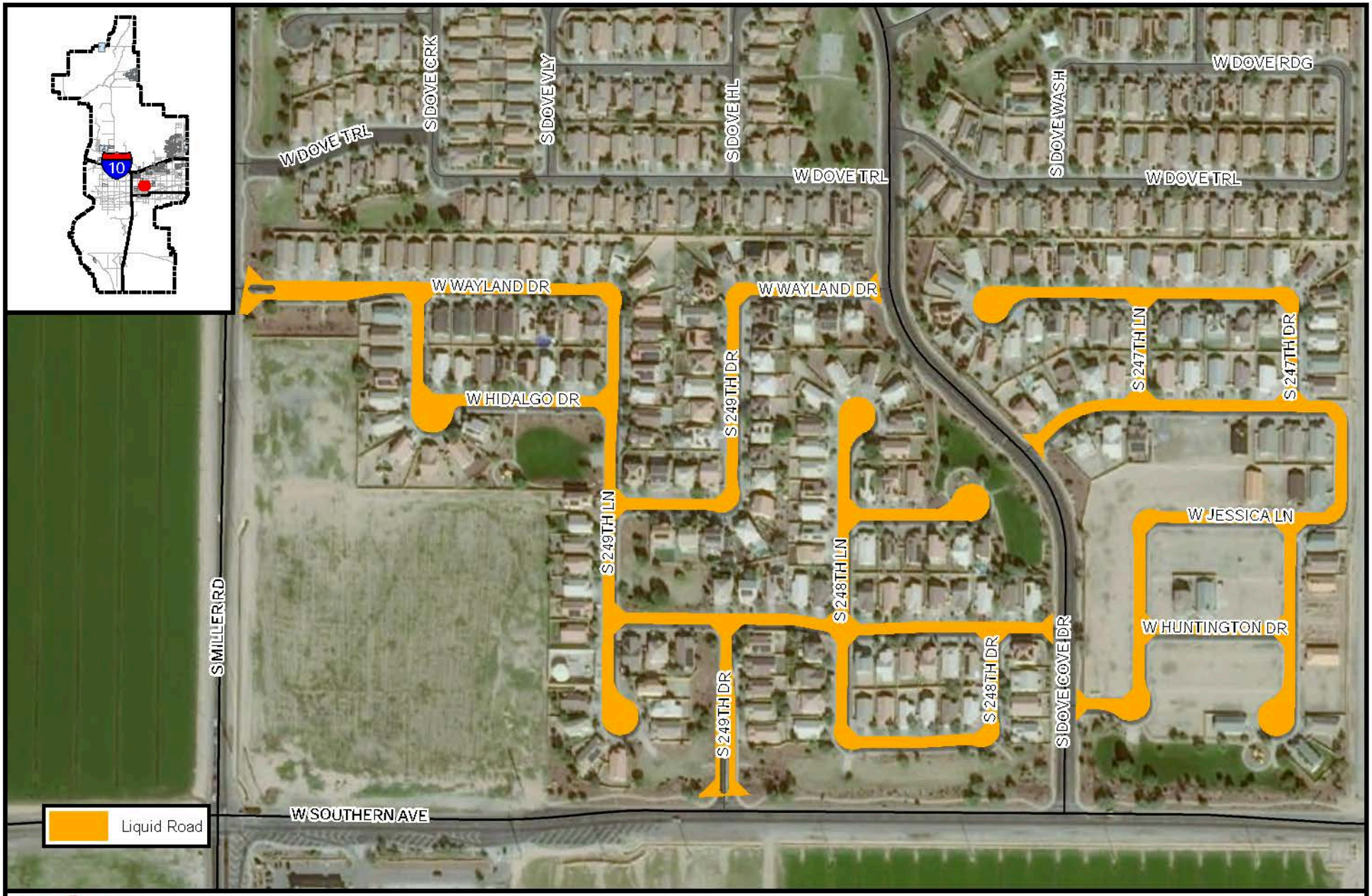
0 0.0325 0.065 0.13 Miles

N

Date: 7/1/2021

Document Name: Pave2022DoveCove

Pavement Maintenance 21-22
Contract 2019005.04 - DO No. 3
Sunland Asphalt & Construction, Inc.



BUCKEYE, AZ

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Pavement Management Program 2021-2022
Miller Manor (Phases 1, 2, 3) Bid Item No. 8

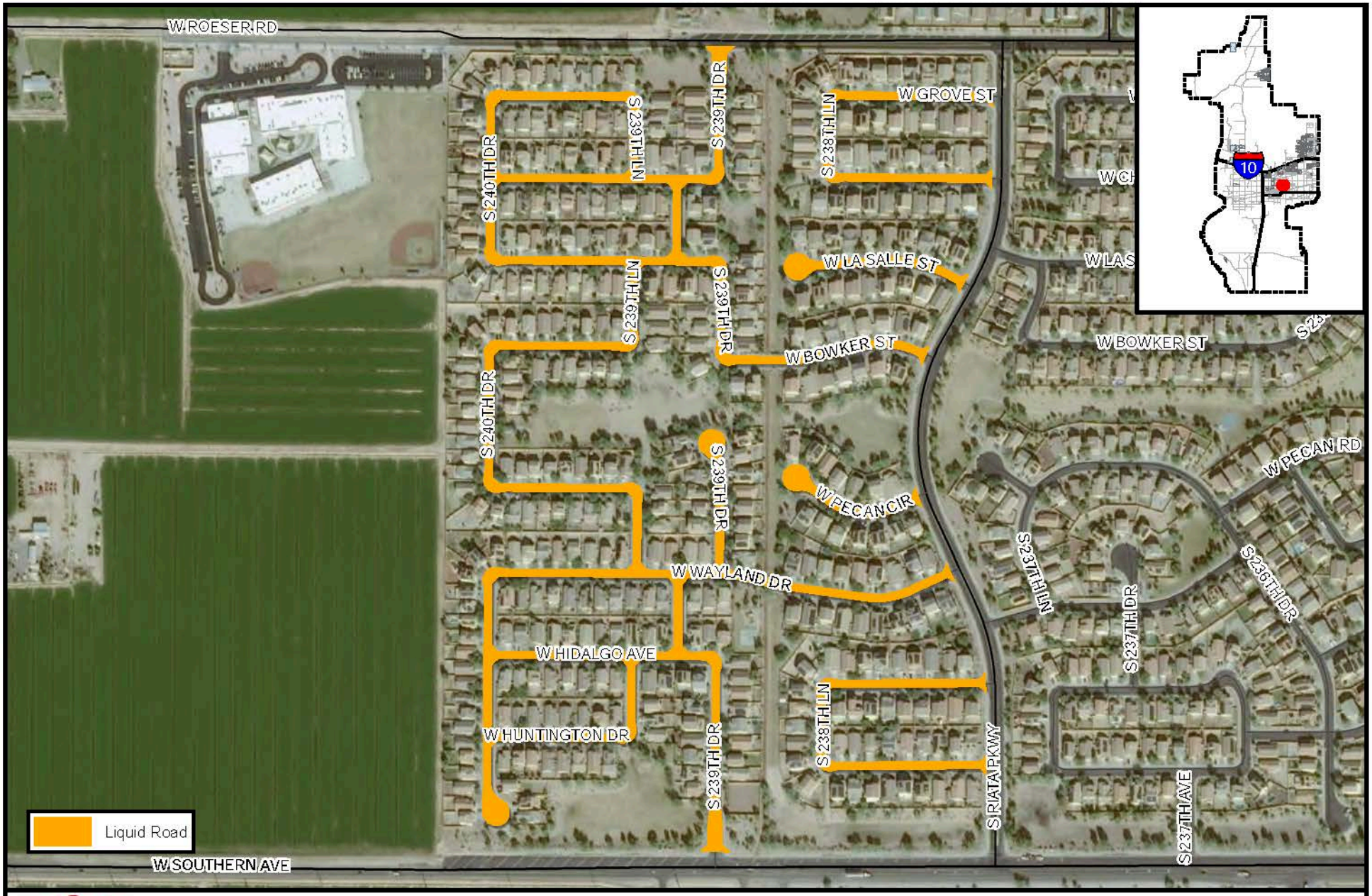
0 0.025 0.05 0.1 Miles

N

Date: 7/1/2021

Document Name: Pave2022MillerManorPhases123

Pavement Maintenance 21-22
Contract 2019005.04 - DO No. 3
Sunland Asphalt & Construction, Inc.



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Pavement Management Program 2021-2022

Riata West Unit 1 Bid Item No. 9

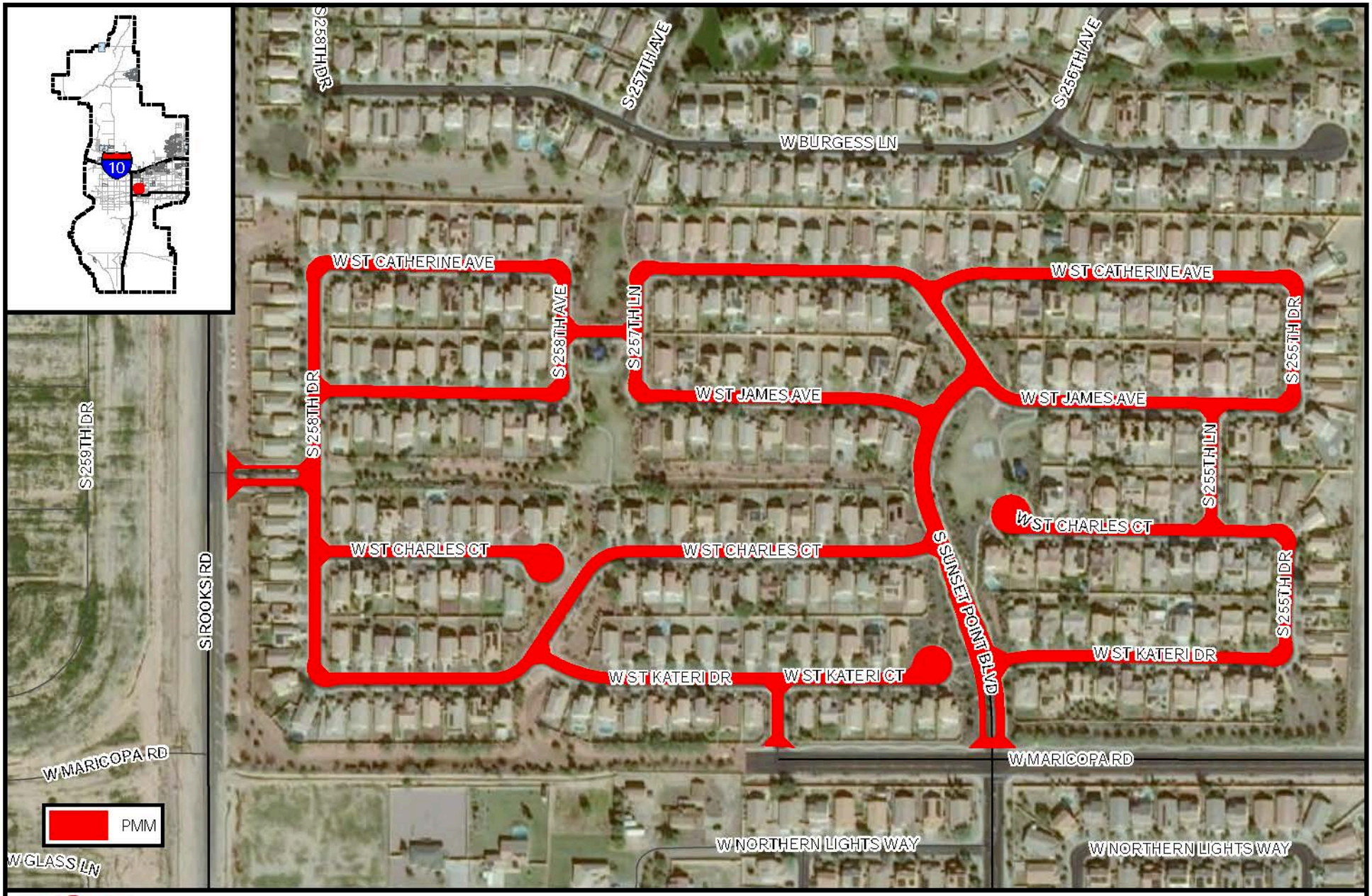
0 0.035 0.07 0.14 Miles

N

Date: 7/1/2021

Document Name: Pave2022RiataWestUnit1

Pavement Maintenance 21-22
Contract 2019005.04 - DO No. 3
Sunland Asphalt & Construction, Inc.



BUCKEYE, AZ

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Pavement Management Program 2021-2022

Sunset Vista Bid Item No. 10

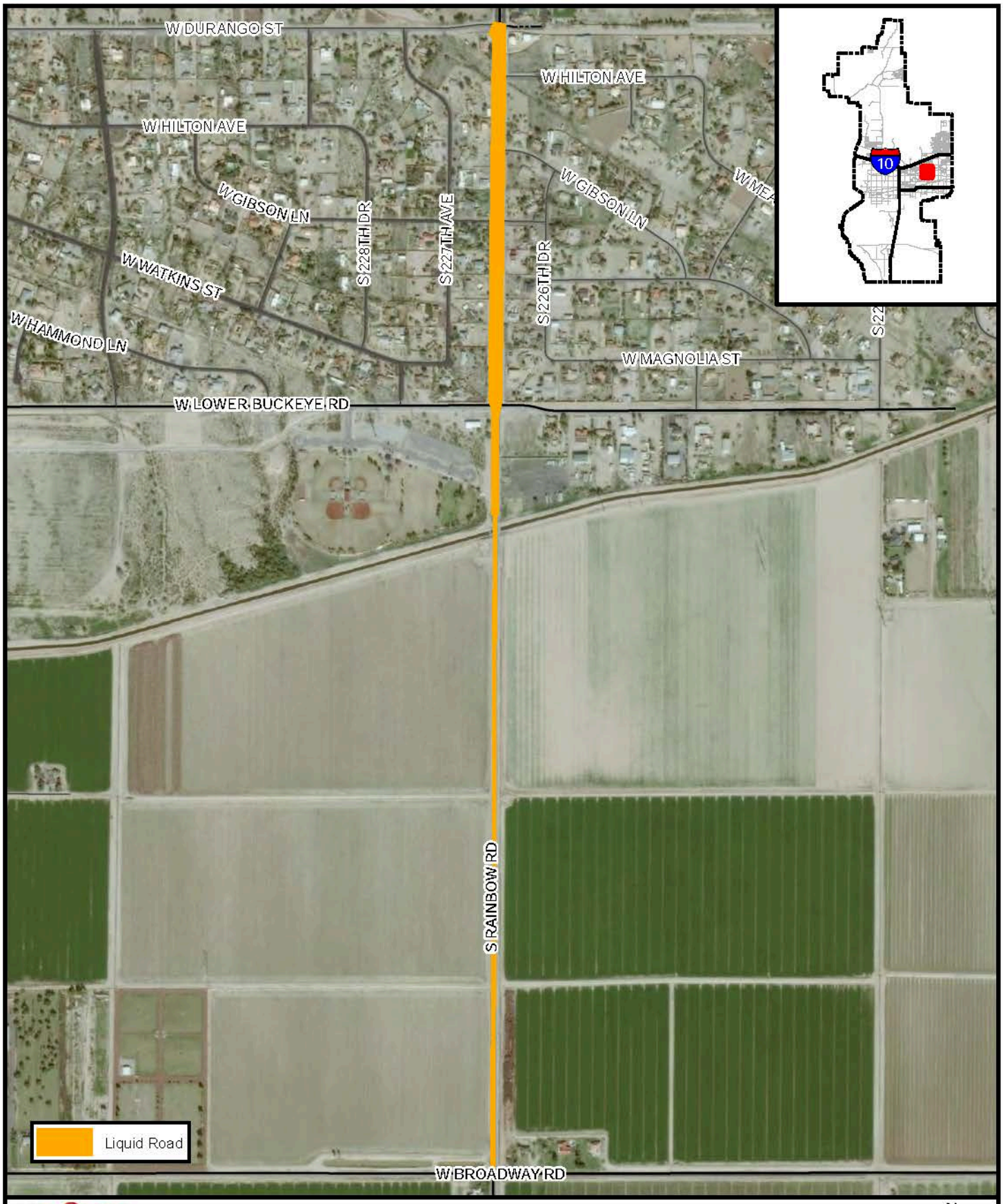
0 0.025 0.05 0.1 Miles

N

Date: 7/1/2021

Document Name: Pave2022SunsetVista

Pavement Maintenance 21-22
Contract 2019005.04 - DO No. 3
Sunland Asphalt & Construction, Inc.



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Pavement Management Program 2021-2022
Rainbow Rd (Durango St to Broadway Rd)

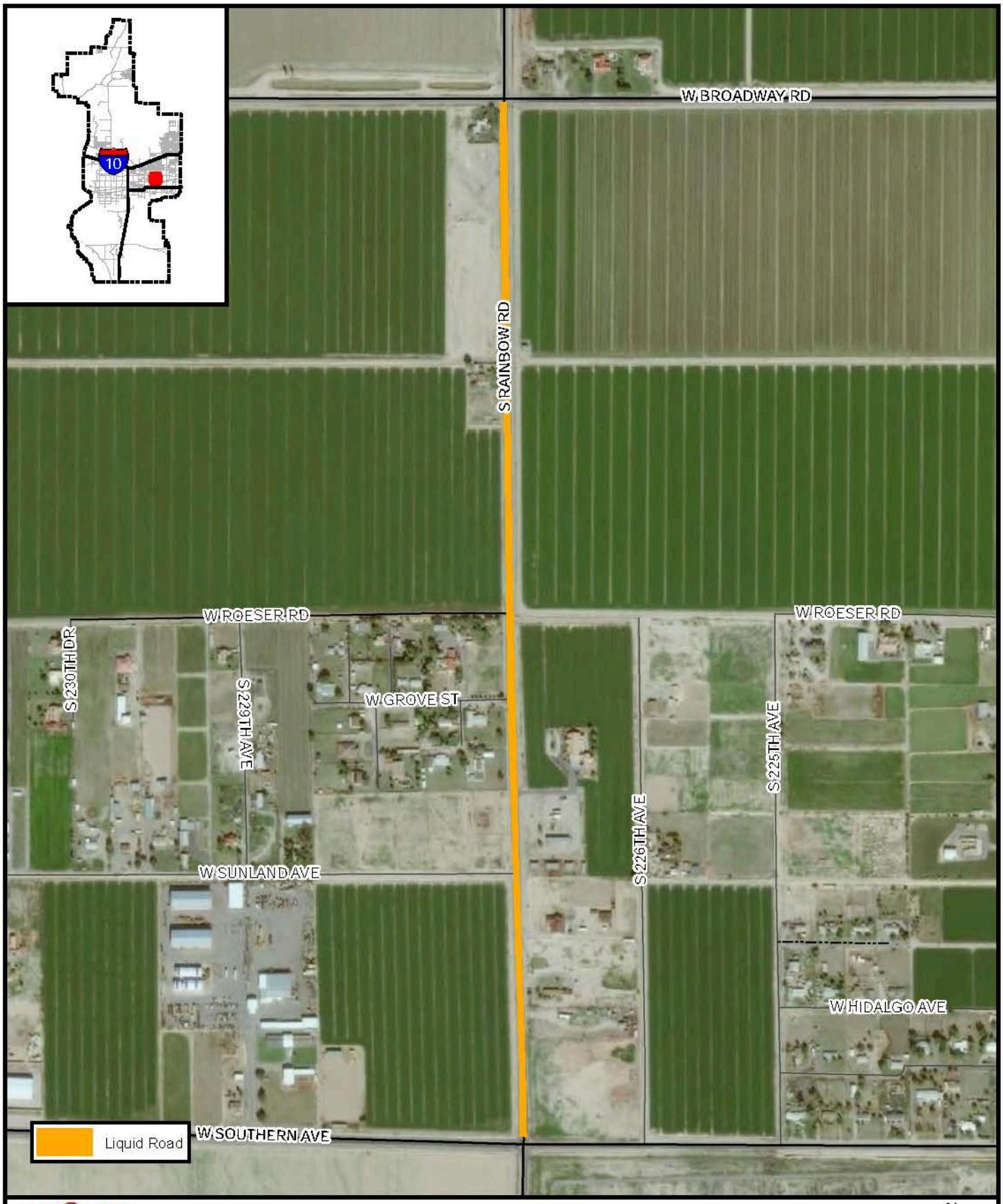
0 0.075 0.15 0.3 Miles

Bid Item No. 11

N

Date: 7/1/2021

Document Name: Pave2022RainbowDurangotoBroadway



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Pavement Management Program 2021-2022
Rainbow Rd (Broadway Rd to Southern Ave)

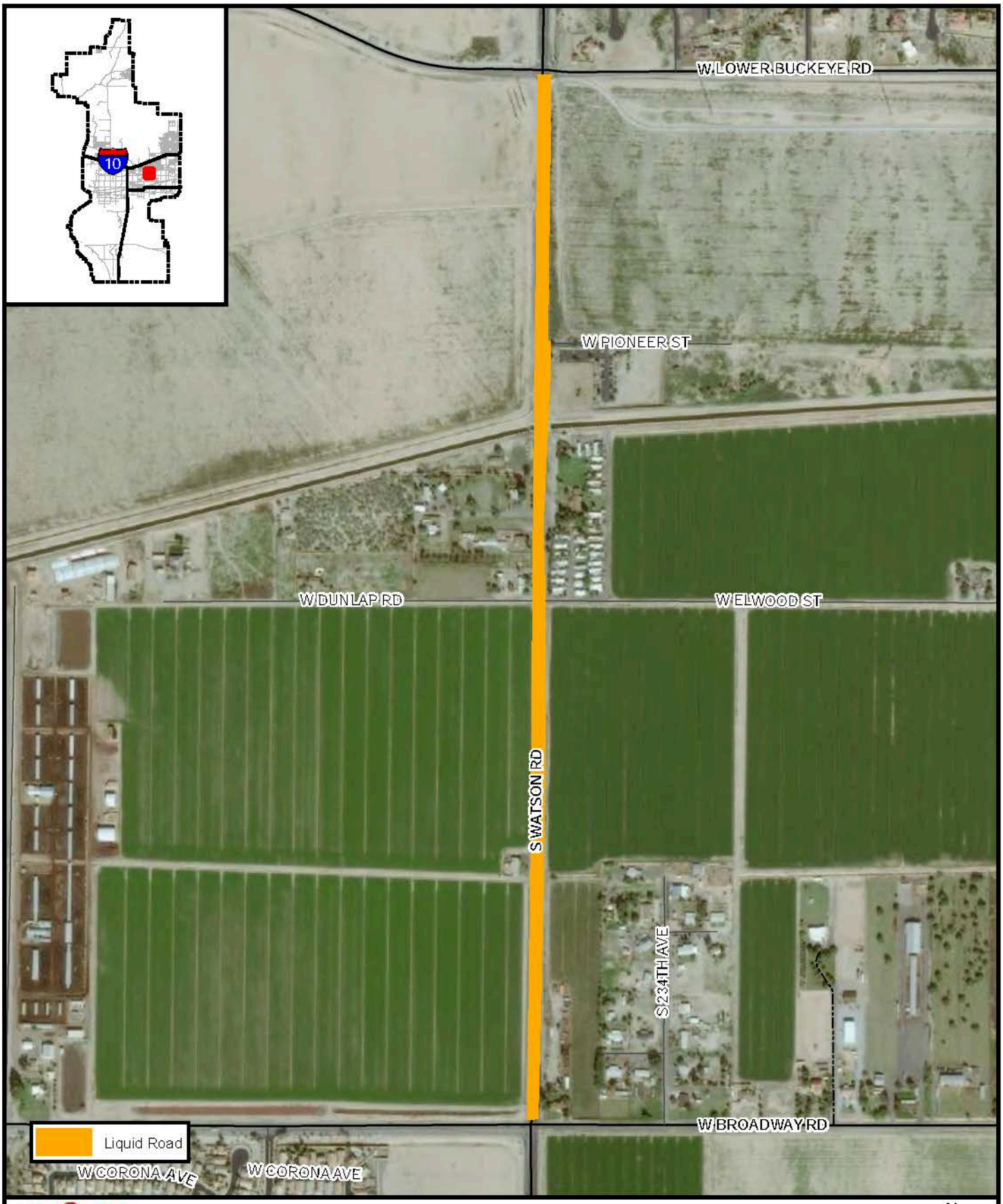
0 0.05 0.1 0.2 Miles

Bid Item No. 12

N

Date: 7/1/2021

Document Name: Pave2022RainbowBroadwaytoSouthern



BUCKEYE, AZ

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Pavement Management Program 2021-2022
Watson Rd (Broadway Rd to Lower Buckeye Rd)

0 0.05 0.1 0.2 Miles

Bid Item No. 13

N

Date: 7/1/2021

Document Name: Pave2022WatsonBroadwaytoLowerBuckeye



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Pavement Management Program 2021-2022

Beloat Rd (Miller Rd to 7th St) Bid Item No. 14

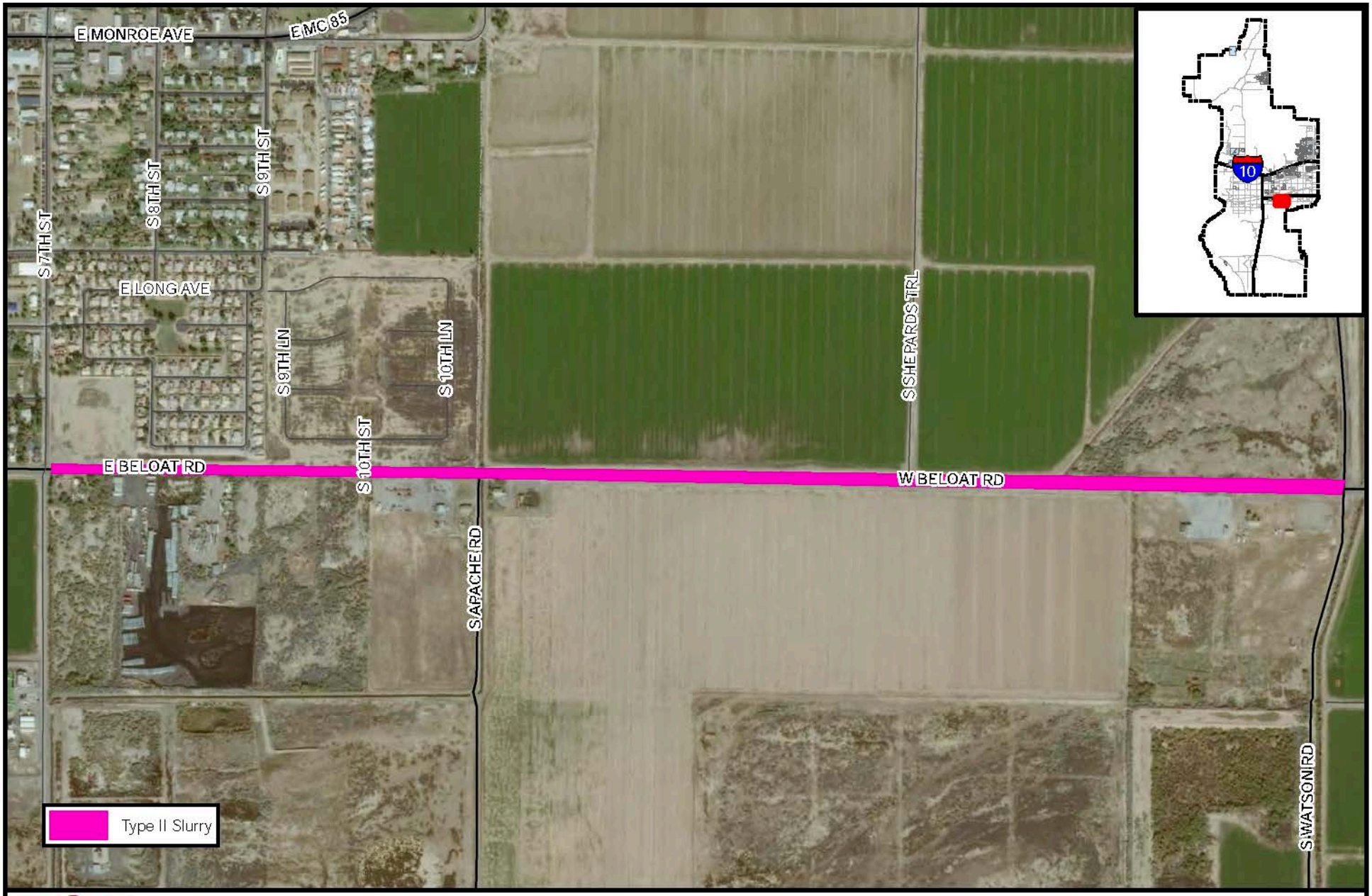
0 0.025 0.05 0.1 Miles

N

Date: 7/1/2021

Document Name: Pave2022BeloatMiller to7th

Pavement Maintenance 21-22
Contract 2019005.04 - DO No. 3
Sunland Asphalt & Construction, Inc.



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Pavement Management Program 2021-2022
Beloat Rd (7th St to Watson Rd) Bid Item No. 15

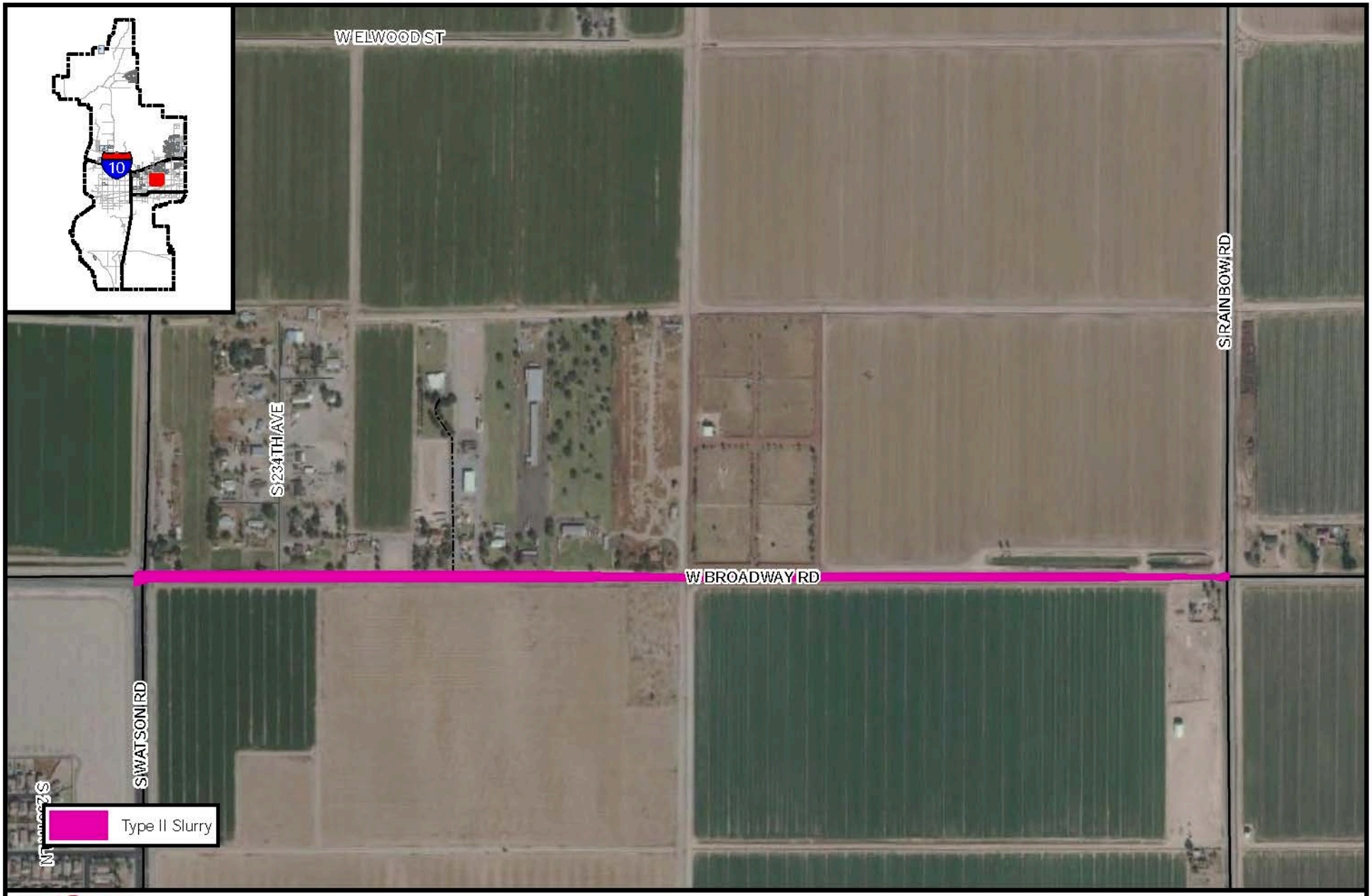
0 0.05 0.1 0.2 Miles

N

Date: 7/1/2021

Document Name: Pave2022Beloat7thtoWatson

Pavement Maintenance 21-22
Contract 2019005.04 - DO No. 3
Sunland Asphalt & Construction, Inc.



BUCKEYE, AZ

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Pavement Management Program 2021-2022
Broadway Rd (Watson Rd to Rainbow Rd) Bid Item No. 16

0 0.05 0.1 0.2 Miles

N

Date: 7/27/2021

Document Name: Pave2022BroadwayApachetoWatson

Pavement Maintenance 21-22
Contract 2019005.04 - DO No. 3
Sunland Asphalt & Construction, Inc.



BUCKEYE, AZ

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Pavement Management Program 2021-2022
Durango St (Miller Rd to West Dead End) Bid Item No 17

0 0.0425 0.085 0.17 Miles

N

Date: 7/1/2021

Document Name: Pave2022DurangoMillertoDeanEnd

Pavement Maintenance 21-22
Contract 2019005.04 - DO No. 3
Sunland Asphalt & Construction, Inc.



BUCKEYE, AZ

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Pavement Management Program 2021-2022

Durango St (Watson Rd to Rainbow Rd) Bid Item No. 18

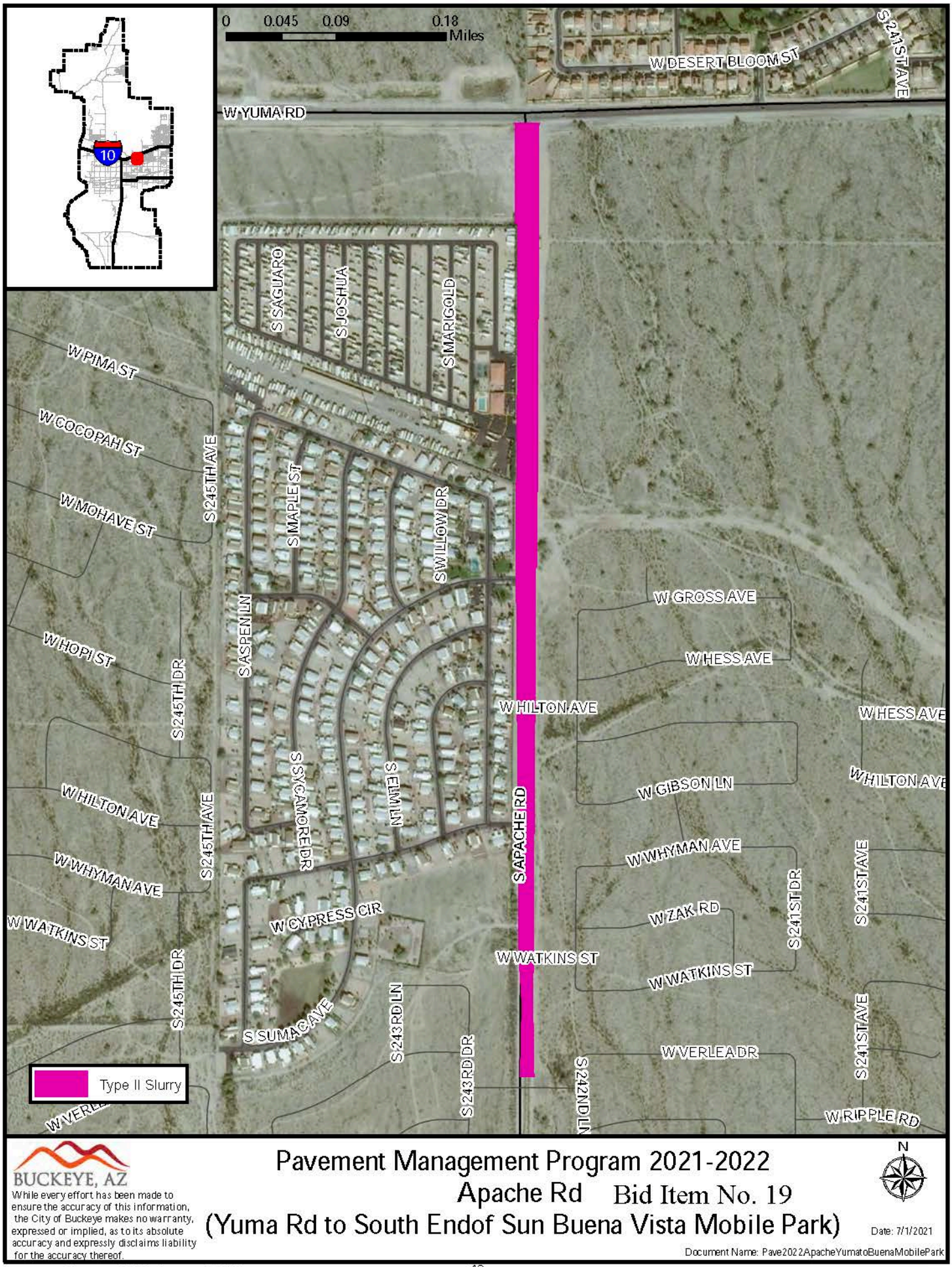
0 0.05 0.1 0.2 Miles

N

Date: 7/1/2021

Document Name: Pave2022DurangoWatsontoRainbow

Pavement Maintenance 21-22
Contract 2019005.04 - DO No. 3
Sunland Asphalt & Construction, Inc.


0 0.045 0.09 0.18
Miles
10
W YUMA RD
W DESERT BLOOM ST
S 241ST AVE
S SAGUARO
S JOSHUA
S MARIGOLD
W PIMA ST
W COCOPAH ST
W MOHAVE ST
S 245TH AVE
S MAPLE ST
S WILLOW DR
S ASPEN LN
W HOPI ST
S 245TH DR
W GROSS AVE
W HESS AVE
W HILTON AVE
W GIBSON LN
S APACHE RD
S SYCAMORE DR
S ELM LN
W WHYMAN AVE
W ZAK RD
S 241ST DR
W CYPRESS CIR
W WATKINS ST
S 243RD LN
S SUMAC AVE
S 243RD DR
W VERLEA DR
S 242ND LN
W RIPPLE RD
Type II Slurry
BUCKEYE, AZ
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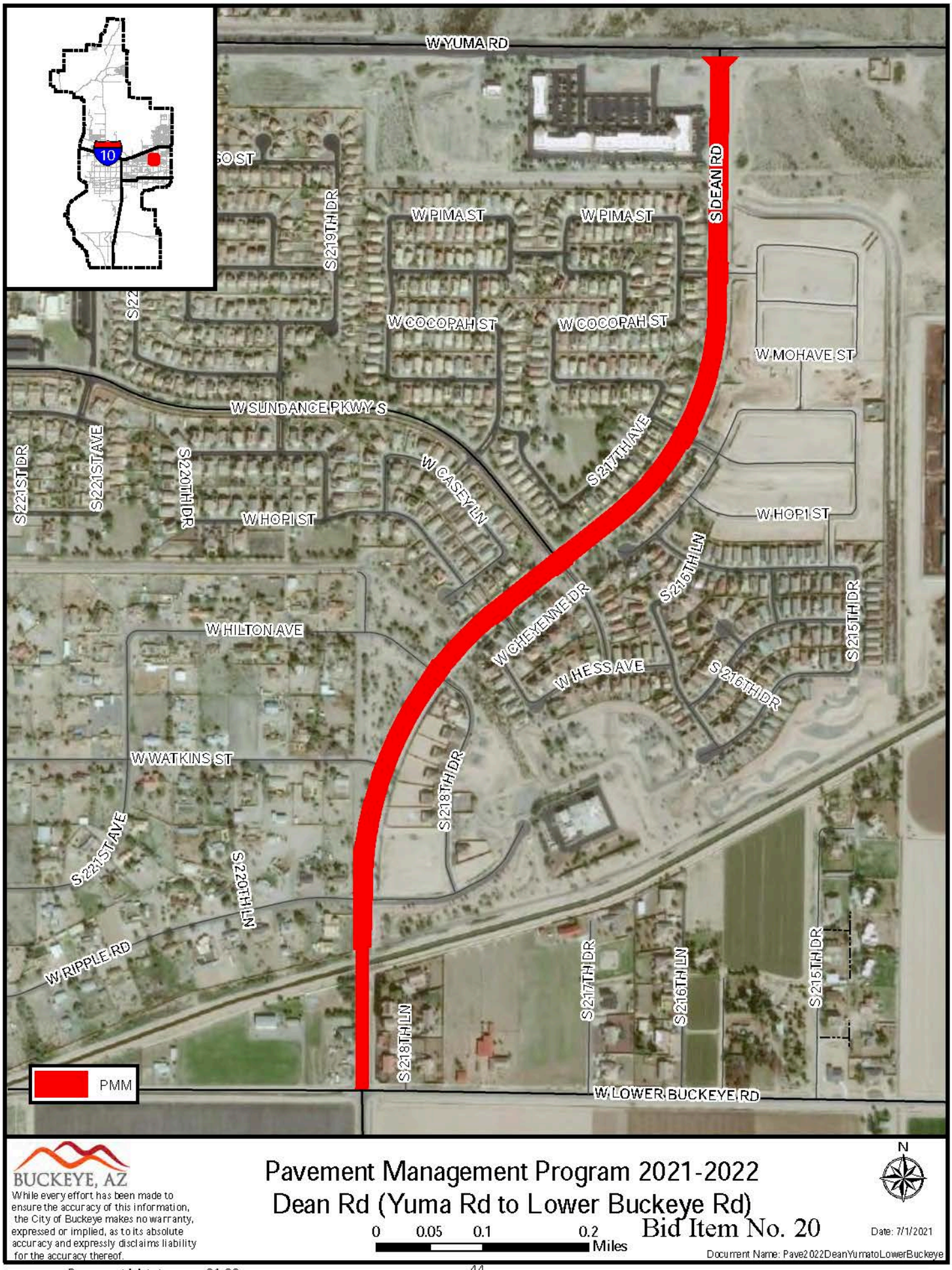
Pavement Management Program 2021-2022
Apache Rd Bid Item No. 19
(Yuma Rd to South Endof Sun Buena Vista Mobile Park)
N
Date: 7/1/2021
Document Name: Pave2022ApacheYumatoBuenaMobilePark



BUCKEYE, AZ

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Pavement Management Program 2021-2022

Dean Rd (Yuma Rd to Lower Buckeye Rd)

Bid Item No. 20

0 0.05 0.1 0.2 Miles

N

Date: 7/1/2021

Document Name: Pave2022DeanYumatoLowerBuckeye



BUCKEYE, AZ

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Pavement Management Program 2021-2022
Indian School Rd (Verrado Way to Jackrabbit Trail) Bid Item No. 21

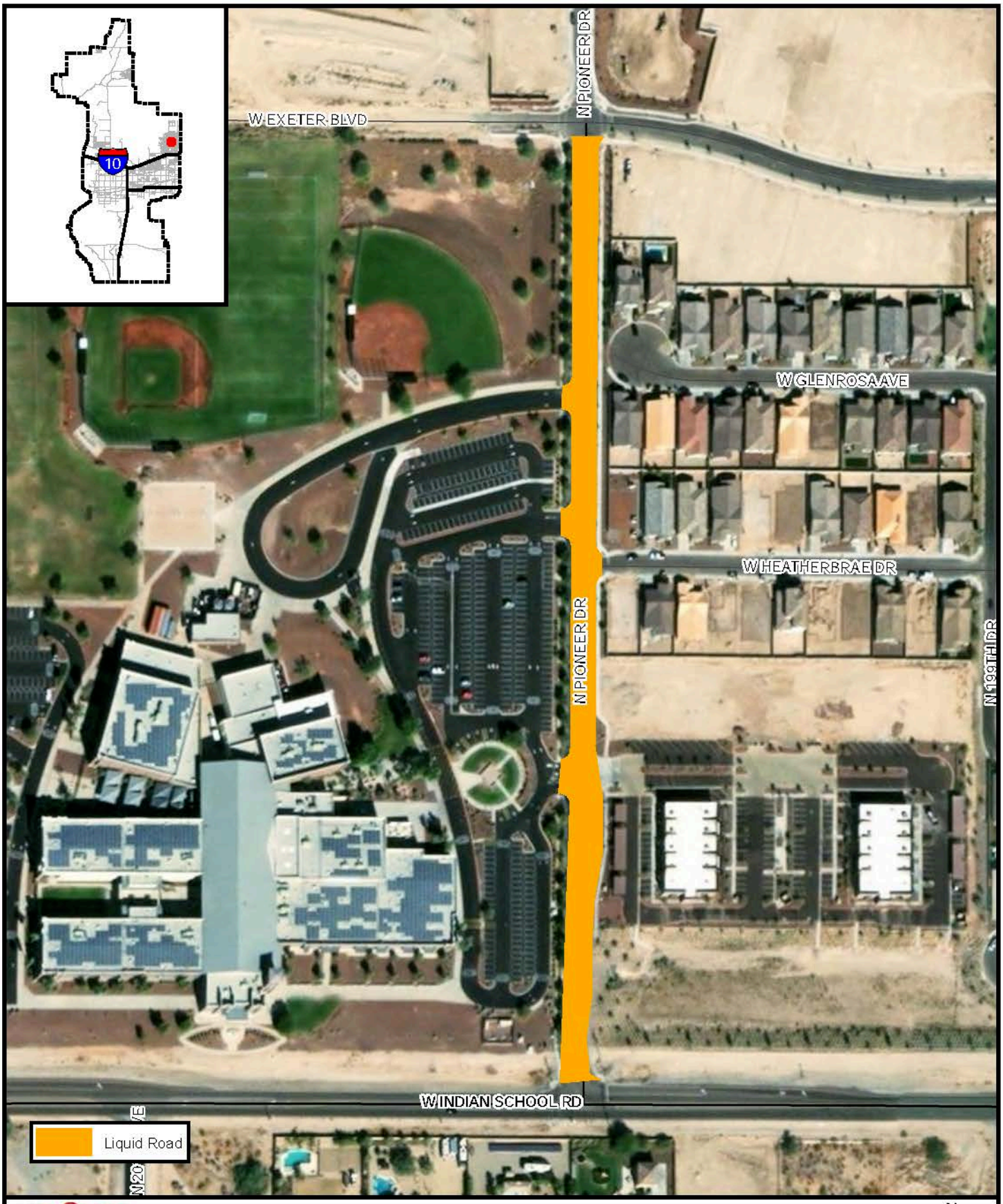
0 0.075 0.15 0.3 Miles

N

Date: 7/1/2021

Document Name: Pave2022IndianSchoolVerradotoJackrabbit

Pavement Maintenance 21-22
Contract 2019005.04 - DO No. 3
Sunland Asphalt & Construction, Inc.



BUCKEYE, AZ

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Pavement Management Program 2021-2022

Pioneer Dr (Indian School Rd to Exeter Blvd)

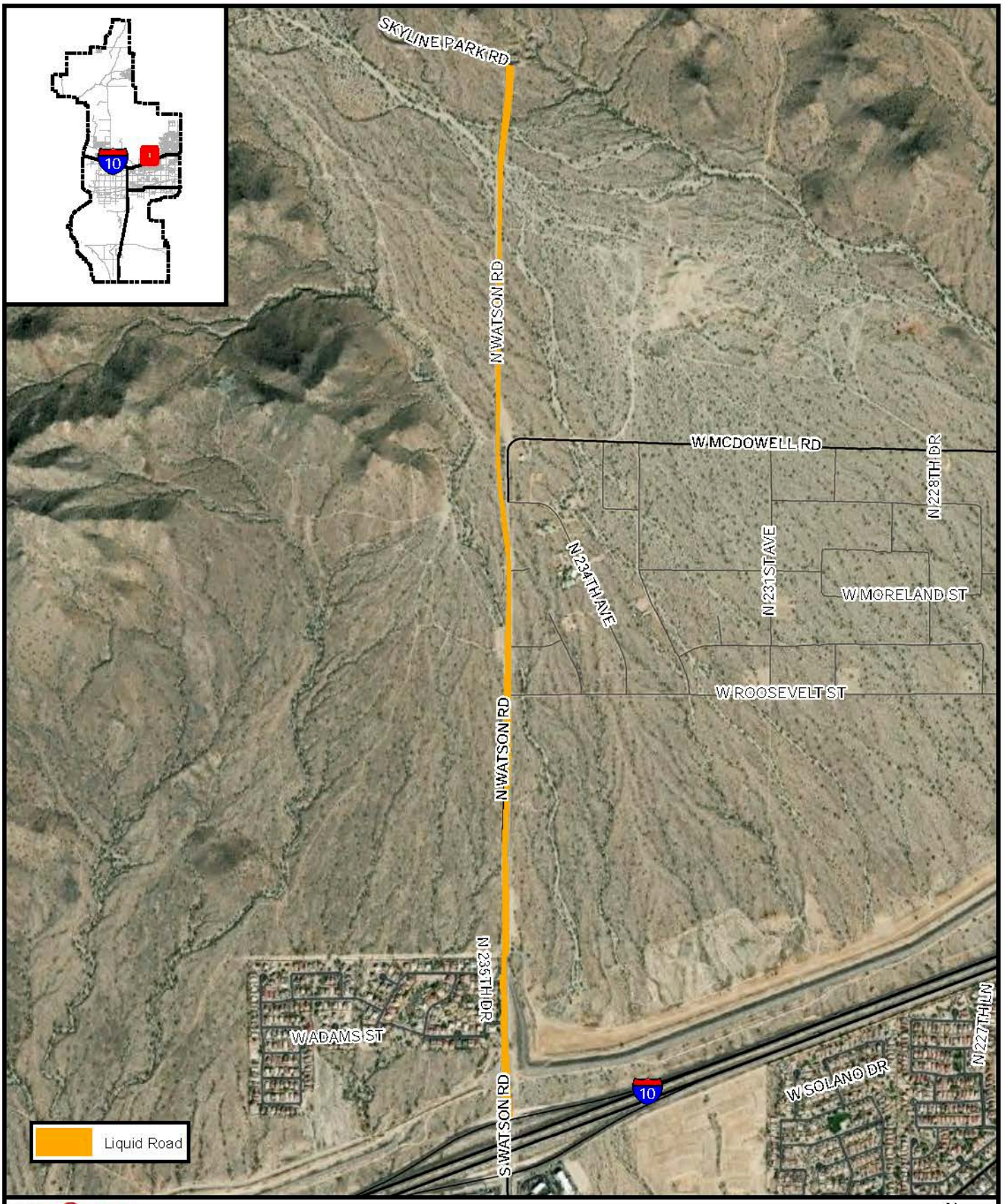
0 0.015 0.03 0.06 Miles

Bid Item No. 22

N

Date: 7/1/2021

Document Name: Pave2022PioneerIndianSchooltoExeter



BUCKEYE, AZ

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Pavement Management Program 2021-2022

Watson Rd (I-10 to Skyline Entrance)

0 0.1 0.2 0.4 Miles

Bid Item No. 23

N

Date: 7/1/2021

Document Name: Pave2022PioneerWatsonI10toSkylineEntrance

Sundance Crossings



Pavement Maintenance 21-22
Contract 2019005.04 - DO No. 3
Sunland Asphalt & Construction, Inc.

Bid Item No. 24

Sundance Park



7/7/2021 4:41:03 PM

Pavement Maintenance 21-22
Contract 2019005.04 - DO No. 3
Sunland Asphalt & Construction, Inc.

Bid Item No. 25

Saide Recreation Center



Pavement Maintenance 21-22
Contract 2019005.04 - DO No. 3
Sunland Asphalt & Construction, Inc.

Bid Item No. 26 [50]

Earl Edgar Park



Pavement Maintenance 21-22
Contract 2019005.04 - DO No. 3
Sunland Asphalt & Construction, Inc.

Bid Item No. 27 [51]

7/6/2021 3:30:34 PM

Buckeye Airport



100 N Apache Rd



Pavement Maintenance 21-22
Contract 2019005.04 - DO No. 3
Sunland Asphalt & Construction, Inc.

Bid Item No. 29

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.T. Test Borehole near Schult Well
DATE PREPARED: 09/16/21	**DISTRICT NO.:** 1
STAFF LIAISON: Chris Williams, Manager Construction and Contracting, cwilliams@buckeyeaz.gov, 623-349-6225	
DEPARTMENT: Construction and Contracting	**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 Task Order No .3 (Contract 2016-020-015) between the City of Buckeye an Arizona municipal corporation, and Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C., an Arizona Corporation, for consulting services for a test borehole in the area of Schult Well; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.

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

SUMMARY

PROJECT DESCRIPTION:

The intent of this Capital Improvement Project is to explore pilot test borehole at Schult Well No. 8 to locate new groundwater for the Jackie A. Meck Water Campus. Design site specific test borehole drilling, logging, and zonal testing specifications. Oversee test borehole construction, logging, zonal sampling, falling head testing, and borehole abandonment. Prepare report of test results and findings including recommendations to complete at a later date a production well at the test site(s) with a new well design and cost estimate or abandon the test borehole. Consultant has an On-Call Contract with the City of Buckeye.

BENEFITS:
To provide raw water to the Jackie A. Meck Water Campus.

FUTURE ACTION:

Once a new well is determined, the following may need to be completed to complete future production Well:

- Purchase land for Well Site(s)
- Acquire easements for well access, construction and future raw water pipeline
- Design Well(s)
- Construction of Well(s)
- Construction of Raw water pipeline(s) to the JMWC

FINANCIAL IMPACT STATEMENT:

This portion of the project will be paid out of the Water Enterprise Fund.

CURRENT FISCAL YEAR TOTAL COST:
$257,672.00

BUDGETED:
Yes

FISCAL YEAR:
2021/2022

FUND/DEPARTMENT:
4000113-543156

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Southwest Groundwater Consultants Contract 2016-020-015 TO3.pdf
Map.pdf

CITY OF BUCKEYE

ON-CALL WATER & WASTEWATER SPECIALTIES

ENGINEERING SERVICES CONTRACT 2016-020-015

Southwest Groundwater Consultants, a Division of Matrix

New World Engineering, Land Surveying and Landscape Architecture, P.C.

Task Order No. 3

In accordance with the Consultant Services Contract between the City of Buckeye, an Arizona municipal corporation, (the "City") and Southwest Groundwater Consultants, a Division of Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. an Arizona corporation ("Consultant"), dated the 7th day of March, 2017, the Consultant will perform the following Scope of Services as detailed in Article 1, subject and pursuant to the terms and conditions of the Consulting Services Contract for On-Call Engineering Services.

ARTICLE 1
SCOPE OF SERVICES

Consultant will assist the City of Buckeye by permitting pilot test boreholes in the area of Schultz Well. Consultant will also design site-specific test borehole drilling, oversee testing borehole and prepare reports of test results and findings more particularly set forth in Exhibit A.

ARTICLE 2
SCHEDULE OF COMPLETION OF SERVICES

The Consultant shall commence work immediately upon issuance of this Task Order and complete the services and deliverables within Fifty (50) calendar days from Notice to Proceed unless terminated as otherwise provided pursuant to the terms and conditions of the Consulting Serves Contract for On-Call Professional Services.

ARTICLE 3
FEE BREAKDOWN

Total cost to complete the project under this Task Order as identified in Article 1 shall not exceed **Two Hundred Fifty Seven Thousand Six Hundred Seventy-Two Dollars and Zero Cents ($257,672.00).**

This Task Order No. 3 is subject to the terms and requirements of the Consultant Contract and may be cancelled pursuant to the provisions of Arizona Revised Statutes Section 38-511. If there is a discrepancy between the terms and conditions of the Contract and Scope of Work, the Contract supersedes the Scope of Work.

THEREFORE, the City of Buckeye by its Mayor and City Clerk has hereunto subscribed their name this _____.

THE CITY OF BUCKEYE, ARIZONA:
an Arizona Municipal Corporation

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda Aja, City Clerk

CA Williams
_____
Chris Williams, Manager
Construction and Contracting Division

APPROVED AS TO FORM:

_____
City Attorney

CONTRACTOR:
Southwest Groundwater Consultants,
A Division of Matrix New World Engineering,
Land Surveying and Landscape Architecture, P.C.
an Arizona Corporation

Stephen D. Noel
_____
Stephen D. Noel, Director/Principal

EXHIBIT A
SCOPE OF WORK AND FEE SCHEDULE

Matrix New World Engineering
3033 N. 44 Street, Ste 270
Phoenix, AZ 85018
602.955.5547 973.240.1800
matrixneworld.com WBE/DBE

MATRIXNEWORLD
Engineering Progress

September 2, 2021

Mr. Kevin Hitchcock – CCM, PMP, LEED AP
Supervisor, Construction PM
Construction & Contracting Division, City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Electronically Submitted to: khitchcock@buckeyeaz.gov

SUBJECT: SCOPE OF WORK AND COST ESTIMATE – TEST BOREHOLE IN VICINITY OF SCHULT WELL, CITY OF BUCKEYE

Dear Mr. Hitchcock:

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) has prepared the following scopes of work and cost estimate to:

- Permit Test Borehole at Schult well site.
- Design site specific test borehole drilling, logging, and zonal testing specifications.
- Oversee test borehole construction, logging, zonal sampling, falling head testing, and borehole abandonment.
- Prepare report of test results and findings including recommendations to complete at a later date a production well at the test site with a new well design and cost estimate or abandon the test borehole.

SCOPE OF WORK

The scope of work outlined above will be Test Borehole specific and include costs and schedule to complete. Base costs may vary per the aquifer conditions encountered – primarily the total depth of the borehole. The drilling contractor's unit rates for drilling and zone construction, sampling, and testing will govern the ultimate cost of the borehole.

TASK 1.0 - CITY OF BUCKEYE COORDINATION

Matrix hydrogeologists will coordinate with City of Buckeye (COB) the Test Borehole drilling and testing program including, but not limited to:

- Contracting
- Meetings with COB staff regarding Test Borehole siting (specific location), permitting, drilling contractor access to the sites, water sources, and noise restriction requirements

TASK 2.0 – TEST BOREHOLE DESIGN AND PERMITTING

Test Boreholes permitting will be conducted in compliance with ADWR and COB requirements.

Sub-task 2.1 – Collect, Review, and Analyze Available Hydrogeologic Data
Matrix will update its hydrogeologic data base in and around the Schult well site from several sources, including, but not limited to:

- City of Buckeye Files
- ADWR and US Geological Survey databases and reports (wells, water levels, production and quality, hydrographs) including Assured Water Supply studies.
- ADWR groundwater flow models of the West Salt River Valley and/or the Lower Hassayampa Sub-basin.
- Matrix (Southwest Ground-water Consultants, Inc.) corporate files.

Critical information would include locally completed wells, water quality, and production test results, completed borehole data with zonal water quality and production estimates, and 100-year impact projections of development on the regional aquifer.

Sub-task 2.2 - Conceptual Test Borehole Design and Permitting
Matrix will prepare a Test Borehole design based on the collection and review of local hydrogeologic data and the completion records of local wells. The Test Borehole design will meet the COB's requirements.

ADWR has recommended that Application 55-43B be used for the Test Boreholes (unlimited Test Boreholes per section per permit) that will provide authority to drill the boreholes, test, and abandon. If the borehole is to be converted to a production well ADWR permit 55-0001 will be used.

Sub-task 2.3 – Test Borehole Technical Specifications
While the well permit application is being prepared, Matrix will also be preparing the Test Borehole Technical Specifications based on the results of Sub-task 2.2. Matrix will prepare borehole drilling, logging, zonal sampling and testing specifications for review and confirmation by owner and COB. An option to abandon the borehole and remove the temporary surface casing will be provided as well as capping the borehole for future well construction.

Matrix understands that the COB will be contracting with Arizona Beeman Drilling (Beeman) to conduct the Test Borehole drilling, logging, testing, and capping with the option to abandon. Preliminary costs and unit rates have been provided by Beeman to Matrix and have been incorporated into this cost proposal.

TASK 3.0 – TEST BOREHOLE INSTALLATION, LOGGING, AND TESTING

Matrix has prepared the following sub-tasks for the installation and testing of one (1) Test Borehole at the Schult site. The primary Task 2.0 work tasks are:

- Conduct borehole drilling, logging, zonal water sampling and testing oversight.
- Prepare final Test Borehole report with recommended final well design with option to abandon the borehole or cap for future well completion.

Matrix will be responsible for the construction and testing oversight of the Test Borehole per the technical specifications. This task will include site inspection, documentation of the drilling fluids used, compliance with specifications, and communication with contractor and COB representatives via site visits, telephone, e-mail, and meetings. Matrix will assign Arizona registered geologists and experienced technical staff to manage field operations and Test Borehole construction inspection activities. The proposed Matrix time commitment for Test Borehole construction and testing is presented in Chart 1.

MATRIXNEWORLD
Engineering Progress

CHART 1 SCHULT WELL SITE TEST BOREHOLE INSTALLATION AND TESTING SCHEDULE		
Work Task	**Level of Construction Administration**	**Estimated Timeframe to Complete Task**
Temporary Surface Casing Installation	Full time	1 day
Drilling Borehole	Part time	12 - 14 days
Geophysical Logging	Full time	1 day
Zonal Sampling and Falling Head Testing (7 samples)	Part time and full time	7 – 8 days
Borehole Backfill and Sealing	Part time	1 - 2 days
Temporary Surface Casing Capping	Full time	1 day
Borehole Abandonment (optional)*	Part time	1 – 2 days

Notes: For schedule and budget purposes, the well borehole depth will be 1,200 feet with 7 sample zones
*Includes temporary surface casing removal

Subtask 3.1 - Pre-construction Meeting and Temporary Surface Casing Installation

Matrix will meet Beeman at the site to confirm the borehole location, that the proper drilling licenses and permits are on hand, and health and safety measures are in place (pre-construction meeting). The temporary surface borehole (top 38 feet with 2-feet stick-up) may be drilled, casing set, and bentonite sealed in place during this subtask.

Subtask 3.2 – Test Borehole Construction and Testing Administration

Throughout the borehole construction project, Matrix personnel will ensure that contractor activities are in compliance with the technical specifications.

Borehole Construction and Logging

During Test Borehole drilling activities, a Matrix geologist will describe the drilled cuttings, review the drilling penetration rate log, and analyze the geophysical logs to prepare a lithologic log of the borehole. Based on review of the borehole lithologic log and geophysics, Matrix will identify the major water bearing intervals and recommend selected zones for water quality sampling. Matrix will provide copies of the borehole data to COB representatives and will communicate via a meeting or teleconference our findings and recommend sampling zones for approval. Material from these zones will be sent to Roscoe Moss Company for grain size analysis (sieve analyses).

Zonal Sampling and Zonal Falling Head Testing

An estimated seven (7) zonal samples will be collected for water quality analysis and falling head testing. Matrix will present the approved zonal sampling intervals to Beeman in graphical form including depths and intervals for construction the zones. Matrix will provide oversight during sample zone construction and purging of each zone to assure the zonal samples are representative of the targeted water bearing interval.

Matrix will collect water samples in laboratory-supplied containers and submit the samples to the laboratory under chain-of-custody for rush analysis (120-hour tum-around). At a minimum, the zonal samples will be analyzed for the following parameters:

- Total Dissolved Solids
- Nitrate as Nitrogen
- Fluoride
- Total and Dissolved Arsenic
- Any other Specific Analytes required by COB

TASK 4.0 – TEST BOREHOLE REPORT

Following completion of the above tasks, Matrix will prepare a draft report documenting the results of all borehole construction, logging, sampling, and testing per the requirements set forth in the COB Engineering Design Standards (3-5.104). Of particular importance will be the zonal water quality and falling head test data, and the subsequent projections of new well production and pumped quality.

As a criterium for potentially completing a production well at a Test Borehole site a preliminary well spacing analysis will be conducted to determine if a new production well could be completed at the site that meets COB production standards without requiring an impact waiver from a well of record owner. This analysis will be based on criteria in accordance with the requirements of the ADWR (Rule R12-15-1302). The well impact analysis will be conducted using the THWELLS Analytical Method to determine pumping impacts and the potential loss of production at other approved COB well sites due to the additional well pumping. The results of this work will be used to determine the proposed annual pumping limit for a future production well at the Test Borehole site.

A final well design option will be presented based on the results of the borehole logging, zonal water sampling, and falling head testing for COB representatives to review and obtain design approval via a meeting or teleconference. It is not anticipated that the Test Borehole will be completed as a production well per the final design immediately but will be capped to evaluate future options – abandonment, completed as a production well in the near-term, or complete as a production well at a later date.

COSTS AND SCHEDULE

Matrix proposes to conduct the above scope of work on a time and material basis not to exceed the following cost estimates without authorization. The following costs include all Matrix fees and expenses per the scope of work. The drilling contractor (Beeman) costs will include the geophysical sub-contractor and will contract directly with the COB. Matrix will contract directly with the laboratory for the zonal water sampling analyses. The breakdown of Matrix fees and expenses is presented in Chart 2.

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Engineering Progress

COSTS

CHART 2 CITY OF BUCKEYE PILOT TEST BORHOLE COST ESTIMATE			
Scope of Work	**Matrix Fees and Expenses**	**Beeman Estimated Costs***	**Total**
TASK 1.0 – COB COORDINATION	$800	$0	$800
TASK 2.0 – TEST BOREHOLE DESIGN AND PERMITTING (completed primarily under previous contract)			
Sub-task 2.1 – Collect, Review, and Analyze Available Hydrogeologic Data	$1,200	$0	$1,200
Sub-task 2.2 – Conceptual Design and Permitting (include ADWR permit fee)	$1,750	$0	$1,750
Sub-task 2.3 – Technical Specifications	$800	$0	$800
TASK 3.0 – INSTALLATION, LOGGING, AND TESTING (1 – Test Borehole)			
Sub-task 3.1 – Pre-construction Meeting and Temporary Surface Casing Installation	$2,600	$0	$2,600
Sub-task 3.2 – Borehole Construction and Testing Administration	$21,800	$223,122*	$244,922
TASK 4.0 – REPORT	$5,600	$0	$5,600
TOTAL	**$34,550**	**$223,122**	**$257,672**

* Assume 1,200 feet deep borehole and seven (7) zones to build, sample, and test. Borehole abandonment – approximately $8,750.

SCHEDULE

The schedule to complete Tasks 1.0 and 2.0 will take approximately three (3) weeks to complete.

Task 3.0 will take approximately five (5) weeks to complete. The individual Test Borehole draft report will be completed within two (2) weeks from receipt of the uppermost zonal laboratory sample. The final report will be submitted within one (1) week of receipt of comments from the COB.

The overall Test Borehole construction, testing, and reporting schedule is approximately 7 weeks.

MATRIXNEWORLD
Engineering Progress

Please call if you have any questions or require additional information.

Sincerely,

Matrix New World Engineering



Stephen D. Noel, RG
Principal Hydrogeologist



Schult Well No. 8

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.U. Repayment Agreement between Central Arizona Water Conservation District (CAWCD) and the City of Buckeye for the repayment of past Central Arizona Project (CAP) water service capital charges and debt charges in connection with delivery of Central Arizona Project Non Indian Agriculture Priority Water.
DATE PREPARED: 09/16/21	**DISTRICT NO.:** N/A
STAFF LIAISON: Alisha Solano, Water Resources Director, asolano@buckeyeaz.gov, (623)-349-6101	
DEPARTMENT: Water 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 Repayment Agreement between Central Arizona Water Conservation District (CAWCD) and the City of Buckeye for the repayment of past Central Arizona Project (CAP) water service capital charges and debt charges including the option to repay the over a five-year period, all in connection with the delivery of 2,786 acre-feet per year of CAP Non Indian Agriculture Priority Water as set forth in the Subcontract among the United States, CAWCD and the City of Buckeye, Number 21-XX-30-W0701; and authorize the City Manager to execute and deliver said Repayment Agreement on behalf of the City of Buckeye.

RELEVANT GOALS:
GOAL 2: Enhanced Economic Well-Being and Vitality

SUMMARY

PROJECT DESCRIPTION:
On July 6th, City Council approved the United States Department of the Interior, Bureau of Reclamation, Subcontract among the United States, the Central Arizona Water Conservation District, and the City of Buckeye, providing for water service in connection with delivery of Central Arizona Project Non-Indian Agricultural Priority Water. Through this agreement, the city will receive up to 2,786 acre-feet of water upon availability per year. for the next 100 years. The city elected to pay this amount over a 5-year timeframe for a total purchase price of $5,691.519.40 or $1,138,303.88 annually beginning in FY 21-22.

BENEFITS:
Approval of this agreement pays for water deliveries through the CAP canal for our NIA water for Buckeye's future, subject to water availability.

FUTURE ACTION:
Council agrees to pay the capital costs of $1,138,303 per year for the next five years.

FINANCIAL IMPACT STATEMENT:
The total obligation of this 5-year agreement is $5,691,519.40 with annual payments of $1,138,303 beginning in FY 21-22.

CURRENT FISCAL YEAR TOTAL COST:
$1,138,303.88 for FY 21-22

BUDGETED:
Yes

FISCAL YEAR:
FY 21-22

FUND/DEPARTMENT:
40003228-526024

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
City of Buckeye 5-year 9(d) Debt and Back Capital Repayment Agreement.pdf

REPAYMENT AGREEMENT

This Repayment Agreement ("Agreement") is by and between Central Arizona Water Conservation District, a multi-county water conservation district duly organized and existing under the laws of the State of Arizona ("Contractor" or "CAWCD"), and the City of Buckeye ("Subcontractor") (collectively "Parties").

WHEREAS, the United States and Contractor, entered into Contract Number 14-06-W-245, Amendment No. 1, dated December 1, 1988, as amended, hereinafter referred to as the "Master Repayment Contract," whereby the Contractor agrees to repay the United States the reimbursable costs of the Central Arizona Project allocated to the Contractor; and

WHEREAS, Subcontractor is entering into the Central Arizona Project (CAP) Water Service Subcontract among the United States, Contractor and Subcontractor, Number 21-XX-30-W0701, ("Subcontract"), entitling Subcontractor to the delivery of 2,786 acre-feet per year of CAP NIA Priority Water, as set forth in Section 4.12 of the Subcontract; and

WHEREAS, Section 4.2 of the Subcontract requires Subcontractor to pay past CAP water service capital charges and 9(d) debt charges; and

WHEREAS, on February 7, 2013, the CAWCD Board authorized repayment criteria for Subcontractor's repayment of past CAP water service capital charges and 9(d) debt charges ("Charges") to Contractor, including the option to repay the Charges over a five-year period; and

WHEREAS, Subcontractor desires to enter into this Repayment Agreement;

The Parties agree as follows:

1. Term. The term of this Agreement will commence upon execution by all Parties and expire on September 30, 2026, or when Subcontractor's Charges and any interest accrued are paid in full.

2. Repayment Amount. Subcontractor will pay $1,296.50 an acre-foot for past CAP water service capital charges and $665.00 an acre-foot for 9(d) debt charges for a total of $1,961.50 for each acre-foot of CAP NIA Priority water in the Subcontract ("Repayment Amount").

3. Interest. The Repayment Amount will bear interest at a rate of 2.5% on the unpaid balance. Payments will be applied first to interest and then to principal.

4. Payments. Payments are due by September 30th annually in installments of 20% of the Repayment Amount plus interest accrued ("Payments"); or until the Repayment Amount plus all interest due are paid in full. The first payment of $1,138,304.00 is due September 30, 2021.

5. Invoices. Contractor will invoice Subcontractor for Payments by September 1st of each year of the Repayment Agreement.

6. Prepayment. Subcontractor has the right to pay the Repayment Amount and any interest accrued in full at any time by requesting a payoff amount in writing from Contractor ("Payoff Amount"). Contractor will provide Subcontractor with a Payoff Amount, including all interest due and payable up to the specified payoff date, within 30 days. Subcontractor must pay the Payoff Amount to Contractor by the specified payoff date or additional interest will accrue and Subcontractor must request a new payoff amount in writing from Contractor.

7. Charge for Late Payments. The Subcontractor shall pay a late payment charge on Payments that are received after the due date. The late payment charge percentage rate calculated by the Department of the Treasury and published quarterly in the Federal Register shall be used; provided, that the late payment charge percentage rate shall not be less than 0.5 percent per month. The later payment charge percentage rate applied on an overdue payment shall remain in effect until payment is received. The late payment rate for a 30-day period shall be determined on the day immediately following the due date and shall be applied to the overdue payment for any portion of the 30-day period of delinquency. In the case of partial late payments, the amount received shall first be applied to the late charge on the overdue payment and then to the overdue payment.

8. Failure to Make Payments. The Subcontractor shall have no right delivery of water under the Subcontract during any period in which the Subcontractor may be in arrears in the Payments due to the Contractor.

9. Miscellaneous.

(a) Subcontract. The Subcontract remains in full force and effect in accordance with its terms, except as to the items set forth in this Agreement, for which this Agreement controls.

(b) Entire Agreement; No Oral Modification. No covenants, promises, representations, or warranties have been made by or on behalf of either Party, or are being relied upon by either Party, except as set forth in this Agreement. This Agreement may not be altered, superseded, waived, or modified except in a writing signed by or on behalf of the Party or Parties to be bound. This Agreement contains the entire agreement between the Parties.

(c) Binding Effect. This Agreement is binding on and will inure to the benefit of the Parties, and their respective predecessors, successors, and assigns.

(d) Judicial Remedies Not Foreclosed. Nothing herein shall be construed (a) as depriving any party from pursuing and prosecuting any remedy in any appropriate court of the United States or the State of Arizona which would otherwise be available to such Parties.

(e) Counterparts; Effective Date. This Agreement may be signed in any number of duplicate originals, photocopies, facsimile copies, or pdf or other electronic copies, all of which (once each Party has signed at least one original or copy) will constitute one and the same instrument. Once each Party has signed at least one such original or copy, this Agreement will immediately become effective, binding, and enforceable.

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

CENTRAL ARIZONA WATER CONSERVATION DISTRICT

By:_____
General Manager

Approved as to form:

_____
General Counsel

CITY:

CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation

By:_____
Roger Klingler, City Manager

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.V. IGA with City of Phoenix for Fire Service Training
DATE PREPARED: 09/16/21	**DISTRICT NO.:** ALL
STAFF LIAISON: Bill Stockley, Interim Fire Chief, bstockley@buckeyeaz.gov, (623) 349-6719	
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 Resolution No. 55-21 approving the Intergovernmental Agreement (IGA) between the City of Buckeye and the City of Phoenix, relating to the Buckeye Fire-Medical-Rescue Department's participation in Phoenix Fire Department Fire Service Training; and authorizing the Mayor, City Manager, and Fire 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 Fire Department wishes to enter into an IGA with the City of Phoenix for the purpose of enabling both parties to conduct and participate in fire service training hosted by the City of Phoenix Fire Department.

Phoenix Fire Department Fire Service Training includes, but is not limited to, Aircraft Rescue Firefighter (ARFF) Certification Training; Firefighter Recruit Training; Fire Inspector Training; Hazardous Material Technical (HZM) Certification Training; EMT/Paramedic Recertification Training (CORE); and Technical Rescue Technician (TRT) Certification Training; and any required continuing education. The City of Buckeye will pay fees for fire service training as listed in Exhibit A.

BENEFITS:
The City of Buckeye Fire Department wishes to participate in Phoenix Fire Department Fire Service Training in order to more effectively provide emergency fire, medical and other services to its community.

FINANCIAL IMPACT STATEMENT:
The financial cost for training will be absorbed through the Fire Department's Training budget.

BUDGETED:
Yes

FISCAL YEAR:
2021/22

FUND/DEPARTMENT:

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

ATTACHMENTS:

Buckeye Fire and Rescue Master Training Agreement.pdf
RES 55-21 IGA with City of Phoenix for Fire Service Training.pdf

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF BUCKEYE
FOR FIRE SERVICE TRAINING

Phoenix Contract No. _____
Buckeye Contract No. _____

This Intergovernmental Agreement ("Agreement") is entered into this day of _____, 202_, by and between the City of Phoenix, for and on behalf of the Phoenix Fire Department ("the City"), and the City of Buckeye, for and on behalf of the Buckeye Fire-Medical-Rescue Department ("the Agency"). Throughout this Agreement, the City and the Agency individually may be referred to as "Party" and may be referred to collectively as "Parties" to this Agreement.

RECITALS

WHEREAS, the City Manager of Phoenix, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, the City and the Agency are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952. The City is also authorized and empowered pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix; and,

WHEREAS, agreements for fire service training and intergovernmental cooperation in public safety areas, including operations and management of fire and police, or the public safety related agencies have existed between municipalities and governmental jurisdictions; and,

WHEREAS, it is the desire of the municipalities, governmental jurisdictions, agencies, and fire districts participating in this Agreement, to work together for mutual benefit of the public, Agency's community and all of the Agency's personnel; and,

WHEREAS, the Agency desires to participate in Phoenix Fire Department Fire Service Training in order to more effectively provide emergency fire, medical and other services; and,

WHEREAS, the City desires the participation of the Agency to more effectively provide emergency fire, medical and other services; and,

WHEREAS, Ordinance No._____dated_____authorized the City to enter into an agreement with the City of Buckeye for participation in the Phoenix Fire Department Fire Service Training.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency which is acknowledged, the Parties agree as follows:

ARTICLE I. PURPOSE

The Parties desire to enter into this Agreement for the purpose of enabling them to conduct and participate in fire service training hosted by the City. Fire service training includes, but is not limited to: Aircraft Rescue Firefighter (ARFF) Certification Training, Firefighter Recruit Training, Fire Inspector Training, Hazardous Material Technical (HZM) Certification Training, EMT/Paramedic Recertification Training (CORE), and Technical Rescue Technician (TRT) Certification Training, and follow-on required continuing education.

ARTICLE II. STATEMENT OF SERVICES

1. Fire Service Training:
The City will provide fire service training and follow-on continuing education as outlined in Exhibit A, Fire Service Training Menu.

2. Availability of Training:
Nothing in this Agreement creates an obligation or otherwise requires the City to host training, or to provide an opportunity in any particular training class to the Agency.

3. Training Records:
The City will provide original training records for the Agency's personnel upon the completion of any training being provided, or upon termination of the Agency personnel's attendance in the training program. The City will maintain records of lesson plans, class rosters, and other documentation common to the class as a whole when the law, fire service standards, or best practices require or make reasonable and prudent the preservation of such information.

4. Equipment and Assistance with Training:

4.1 The City shall specify the equipment and materials ("Required Equipment") that the Agency must provide to its employees, or that the Agency employees must have in order to participate in any particular training program. The Agency's

employees must have the required equipment as a condition of participation in the training program.

4.2 Upon reasonable request, the Agency will provide the City with instructors for assistance. When the Agency has facilities or equipment (e.g., a burn building, training props, apparatus, etc.) that can facilitate a specific training being conducted by the City, the Agency will allow the City to use such facilities, subject to their availability, when it is determined by both Parties to be in their mutual best interest. Any such contributions by the Agency, to the extent applicable, will be considered in determining the Training Fees.

5. Discipline. Academic Requirements and Skill Performance Standards:

5.1 The City reserves the right, in its sole discretion, to determine whether the Agency employees are maintaining the minimum requirements necessary to continue in the training. In the event a student is removed for failure to abide by training or affiliated training location or vendor academic, ethical, or disciplinary standards applicable to all fire service training students, the employing party will remain responsible for full payment of contractual training fees. Removal from training is apart and independent from whether the impacted employee is disciplined or terminated by the employing Agency.

5.2 Employees of both Parties shall be subject to the same standards for purposes of training and academics. In the event that an Agency employee is suspected of having engaged in misconduct while in training being conducted by the City, the City shall report the suspected misconduct to the Agency as soon as practicable. The employing Agency will be responsible for conducting any appropriate investigation and taking corrective action or discipline.

5.3 The City has the sole responsibility and authority to determine issues relating to: (1) the curriculum and content of instruction for training; (2) the training schedule and hours; (3) decisions about whether the Agency's employees should remain in the training; (4) the implementation and execution of policies and procedures applicable to City controlled training and City owned training locations , (5) the facility and location of site specific training, (6) the assignment and use of any Agency provided instructors, staff, or equipment.

5.4 The Parties understand and agree that the City will determine the curriculum for training programs to meet, in part, to satisfy the City standards, which may include the skill performance standards within the Phoenix Fire Department's Training Standards. The Agency may request cross-training on the City materials, the presentation of which shall be provided by the Agency's personnel. The Parties further understand and agree that the City will determine the appropriate location necessary to support training programs which, in part, satisfy the City standards. Additional training needs beyond the

City standards, which may require additional time and resources, by way of separate agreements will be the sole responsibility of the requesting Agency.

5.5 The City will regularly communicate with the Agency on issues that may affect the ability of an Agency's employee to successfully complete the training program, including, but not limited to academics, physical fitness, discipline, requirements of the Arizona State Fire Marshal and Arizona Department of Health Services. The City will advise the Agency, as soon as possible, when it appears that an Agency employee may be subject to being removed from a City training program.

6. AGENCY RESPONSIBILITIES:

Agency agrees to be responsible for ensuring that their employees sent to the City premises or training location pursuant to this Agreement meet the following minimum requirements to receive the training:

6.1 Agency warrants that all Agency employees participating in training are thoroughly familiar with the type of exercise and physical ability necessary to participate and represents that, to the best of its knowledge, the health and physical condition of all Agency employees participating is excellent and that they are capable of undertaking this training.

6.2 Agency warrants that all Agency employees participating in training are thoroughly familiar with the type of training being conducted and that their training and experience is sufficient to undertake this training.

6.3 Agency agrees that prior to receiving City fire training services training or utilizing a City facility for training, Agency employees must sign and submit an Assumption of Risk and Release Agreement City of Phoenix Fire Service Training Form, Exhibit B.

6.4 While on City premises and at any other time or place during which Training Services or other activity pursuant to this Agreement is being conducted Agency warrants that employees shall comply with all applicable United States Federal, State of Arizona, and Local laws, statues and ordinances, and with all legal and applicable regulations or orders of any governmental department, board, bureau, or agency, including the City.

6.5 Agency will ensure that Agency employees have required protective gear, uniforms, or other required equipment for the Training Services.

6.6 Necessary third party agreements: Due to the variety of insurance, indemnification, background check requirements etc., where training requires a separate Agreement in order to provide clinical rotations, such as in Paramedic Training, the Agency will be solely responsible for making sure their

employees are covered under an agreement with the non-City owned training site location and the Agency.

For Paramedic Training clinical rotations, the City will provide the necessary academic instruction. Additionally, the City will assist and track students with the required record keeping which is reviewed weekly to include patient assessment areas, skills completed, hours worked, student and preceptor evaluations and documentation of all patient contacts. City staff available to the students throughout the clinical training includes the Program Director, Clinical Coordinator, Program Coordinator and any additional EMS staff assigned to the paramedic class. Student identification badges, access to electronic record keeping or paper records for the students to track all of the required hours, skills and assessments to meet CAAHEP, CoAEMSP and AZDHS requirements will be provided by the City.

However, the insurance, indemnification, and decisions about agreeing to site specific background checks and policies will be the responsibility of the Agency, as evidenced through separate agreements.

ARTICLE III. TERM OF THE AGREEMENT

1. Term:
This Agreement shall commence on the Effective Date referenced above, and shall continue in force for five-years or until terminated by formal act of the Parties.

2. Termination and Cancellation:
Either Party at their convenience, by written notice, may terminate this Agreement in whole or in part by providing thirty days (30) written notice to the other Party. If this Agreement is terminated, the Agency, will be liable under the provisions of this contract for services and material rendered and accepted. In addition, the Parties acknowledge that this Agreement is subject to the cancellation by either party pursuant to the provisions of A.R.S. § 38-511. Upon cancellation or termination of this Agreement, each party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. Governing Law; Forum; Venue:
This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern its interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts in the State of Arizona, Maricopa

County, and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

2. Implied Terms:
Each and every provision of law and any clause required by law to be in this Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement shall be amended to make such insertion or correction.

3. Entire Agreement; No Waiver; Amendment:
This Agreement is intended by the undersigned Parties as the final expression of their agreement and is intended to be the complete and exclusive statement of the terms of the agreement between the Parties. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing Party has knowledge of the nature of the performance and the opportunity to object. Any delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement by a Party may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions by that Party. This Agreement may not be modified or amended except in a writing signed by both Parties.

4. Health Insurance Portability and Accountability Act (HIPAA) of 1996:
The Parties certify that each is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement. The Parties warrant that each will cooperate in the course of performance of the Agreement so that the Parties will be in compliance with HIPAA.

5. Third-Party Beneficiary Clause:
The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any third Party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

6. Fund Appropriation Contingency:
The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the associated expenditures. The Parties cannot assure that the funding for this Agreement will be approved in the future. In such event, either Party may terminate this Agreement.

7. No Joint Venture:
No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.

8. Assignment and Delegation:
Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by either Party without the prior written consent of both Parties. Any attempt to assign this Agreement without prior written consent will be void and may result in penalties up to and including termination of the Agreement.

9. Independent Contractor Status:
To the extent required by law, the Parties agree that neither Party shall be deemed to be an employee or agent of the other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. To the extent applicable by law, neither Agency nor any of Agency's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City.

10. Workers' Compensation:
To the extent required by law, and pursuant to A.R.S. §23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the agency solely liable for payment of all workers' compensation and related benefits.

11. Severability:
The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which shall remain in effect without the invalid provision or application.

12. Compliance with Laws:
The Parties will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.

13. Drug Free Workplace:
The Parties will comply with the Drug Free Workplace Act of 1988 and will permit inspection of its personnel records to verify such compliance. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

14. Immigration Requirements:
To the extent applicable by law, the Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records

to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

15. Legal Worker Requirements:

To the extent applicable by law, the Agency is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, the City shall ensure that:

15.1 To the extent applicable by law, each subcontractor the City uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214,

15.2 To the extent applicable by law, a breach of warranty will be deemed a material breach of the Agreement and is subject to termination of the Agreement by the Agency.

15.3 To the extent applicable by law, the Agency will have the legal right to inspect the papers of the City and any contractor or subcontractor who work(s) on this Agreement to ensure that the contractor or subcontractor is complying with this Section.

16. Confidentiality and Data Security:

16.1 All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to the Agency from the City in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Agency will not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.

16.2 Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Agency must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure

methods that ensure the information cannot be viewed, accessed, or reconstructed.

16.3 In the event that data collected or obtained by the Agency in connection with this Agreement is believed to have been compromised, Agency will notify the City Privacy Officer immediately. Agency agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

16.4 Agency agrees that the requirements of this Section will be incorporated into all subcontractor/sub consultant agreements entered into by the Agency. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

16.5 The obligations of Agency under this Section will survive the termination of this Agreement.

ARTICLE V. PAYMENTS

1. Payment and Fees:

Agency will pay the amount identified in the Fire Service Training Menu, Exhibit A, for each Agency employee that attends training. This amount may be adjusted at the discretion of the Phoenix Fire Chief based on Agency's contribution to the training through the provision of non-monetary resources such as facilities and personnel, recruit training officers, and other factors listed for non-monetary resources.

2. Invoicing:

Phoenix Fire Department will invoice Agency, per training class under this Agreement. Agency shall remit all payments to the City of Phoenix Fire Department within thirty (30) calendar days of the invoice date (the "Due Date"). If Agency's payment is not received with five (5) days after the Due Date, Phoenix may exercise its right to terminate this Agreement.

3. Fees for Non-Monetary Resources:

3.1 In establishing the Training Fee, the Parties may consider the nature and duration of the training; additional expenses associated with Agency's participation in the training; non-monetary contributions by the Agency in facilities, personnel, or equipment; and the experience, value, and goodwill inherent in the Parties training together. The City's Fire Chief has the discretion to waive fees, in whole or part, for the Agency when it is in the best interest of the City.

ARTICLE VI. INDEMNIFICATION

1. Indemnification and Claims Release:

1.1 The Agency acknowledges that participating in the Training Services is dangerous and includes the inherent and hazardous risks, including, but not limited to, the risk of serious injury, illness, death, burns, dismemberment, or permanent disability to Agency or Agency's employees.

1.2 Indemnification:
Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) ("Claims"), but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

Each party must use its best efforts to cause all contractors (each an "Additional Indemnitor") to indemnify, defend, save and hold harmless the other party from and against any and all Claims caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Additional Indemnitor [and persons for whom they are vicariously liable].

Indemnifications Survive. The provisions of this Agreement wherein a Party has explicitly indemnified the other Party shall survive the expiration or earlier termination of this Agreement.

ARTICLE VII. NOTICES

1. Any notice, consent, or other communication ("notice") required or permitted under this Agreement must be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to City:

Phoenix Fire Department
150 S. 12th Street
Phoenix, AZ 85034

Attn: Kara Kalkbrenner
Phoenix Fire Chief
Telephone: (602) 256-3189

If to Contractor:

Buckeye Fire-Medical-Rescue Department
21699 W. Yuma Road, Ste. 101
Buckeye, AZ 85326

Attn: Bill Stockley
Interim Buckeye Fire Chief
Telephone: (623) 349-6700

Fax: (602) 262-4429 Fax: (623) 349-6750

Notice will be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission or, upon deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as provided above. Either Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying the other Party as provided herein. Notice sent by facsimile transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF PHOENIX, a municipal corporation
ED ZUERCHER, City Manager

By:_____
Kara Kalkbrenner
Fire Chief

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Acting City Attorney

CITY OF BUCKEYE, a municipal corporation

By:_____
Roger Klingler
City Manager

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by the undersigned who determined that it is in appropriate form and is within the powers and authority of the respective parties.

CITY OF PHOENIX

By:_____
Sandra Hunter
Assistant Chief Counsel

Date: _____

CITY OF BUCKEYE

By:_____
Shiela B. Schmidt
City Attorney

Date: _____

EXHIBIT A - FIRE SERVICE TRAINING MENU

Students who have taken the initial training class from the Phoenix Fire Department will receive the corresponding continuing education classes, for that course, at no additional charge.

Aircraft Rescue Firefighter (ARFF) Certification Training	
Course Overview	**Description**
Scope	Students will study a curriculum required pursuant to the Federal Aviation Administration (FAA) 139.319. Students will learn skills needed to safely perform at Sky Harbor International Airport to include but not limited to: Airport Familiarization, Aircraft Familiarization, Aircraft Rescue Fire Fighter (ARFF) Safety, Emergency Communications, Apparatus, Agents, Aircraft Evacuation, Tactics and Strategy, Adaptive Structure, Cargo – Hazards, Emergency Plan, Airport Movement Area, Drivers Training, Annual Live Burn, Annual Escort Badging. This training will utilize the Incident Management/Unified Command structure and provide structure for working with our Aviation Partners.
Course Length	2 Classroom Weeks, 80 Hours – M – F 0800 – 1700 2 additional driver training days – 0800 – 1700 Optional Live Burn Day (1 day per student) – 0800-1700
Testing/Certification	Students will be evaluated and tested on their knowledge, skills and abilities throughout the course. Skill and performance evaluations are completed during the Live Burn Exercise and Drivers Training portion of the class. Students must complete a written examination at the end of the 80-hour course with a passing score of 75%. Engineers will be required to complete additional Drivers Training with the Drivers Training Captain at the end of the 80-hour course. Students will be required to complete a Live Burn Exercise at the end of the 80-hour course to become ARFF Certified. Students must attend 100% of the class, Live Burn and Drivers Training to be certified.

Cost	Base cost - $1,340.00 Base cost with optional live burn - $1,840.00

EMT/Paramedic Recertification Training (CORE)	
Course Overview	**Description**
Overview	This is a recertification course designed to meet State requirements for recertification of EMT's and Paramedic's. The EMCT is an individual who has been certified in Arizona as an Emergency Medical Technician and/or a Paramedic. The EMCT is an allied health professional whose primary focus is to provide basic and advanced emergency medical care for critical and emergent patients who access the emergency medical system. These individuals possess the complex knowledge and skills necessary to provide patient care and transportation. The Core program meets and exceeds the requirements set forth for recertification by national, state, local organizations for these individuals to provide the highest level of care to our community. The Core recertification program recertifies individuals through the American Heart Association, in Basic Life Support, Advanced Life Support and Pediatric Life Support. The Core recertification process provides individuals with the latest updates and resources from PFD Emergency Medical Services: Recertifying members in service delivery with a specialized educational approach geared towards meeting the needs of the communities we serve: Assists us with fielding questions, changes and issues from the field in a timelier manner; Aids with dealing any discrepancies or immediate needs/issues that must be addressed as soon as possible; Identify and respond to community needs that demand high level training and customer service. CORE is purposely scheduled to assist members with remaining certified while creating minimal impact on deployment and staffing.

Linked Target Capabilities	▪ EMS System- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, and medical/legal and ethical issues to the provision of emergency care ▪ Research- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, and medical/legal and ethical issues to the provision of emergency care. ▪ Workforce Safety and Wellness-Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, and medical/legal and ethical issues to the provision of emergency care. ▪ Documentation- Applies fundamental knowledge of the EMS system, safety/well-being of the EMT/Paramedic, and medical/legal and ethical issues to the provision of emergency care. Review of the Documentation Tool Guide, PFD Volume 12, and PFD Treatment Guidelines. ▪ EMS System Communication- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, medical/legal and ethical issues to the provision of emergency care. ▪ Medical/Legal and Ethics- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, medical/legal and ethical issues to the provision of emergency care. ▪ Anatomy and Physiology- Applies fundamental knowledge of the anatomy and function of all human systems to the practice of EMS. ▪ Medical Terminology- Uses foundational anatomical and medical terms and abbreviations in written and oral communication with colleagues and other health care professionals. ▪ Disease profiles and Pathophysiology- Applies fundamental knowledge of the pathophysiology of respiration and perfusion to patient assessment and management. ▪ Pharmacology- Applies fundamental knowledge of the medications that the EMCT may assist/administer to a patient during a medical emergency.

	▪ Airway Management/Respiration- Applies knowledge (fundamental depth, foundational breadth) of anatomy and physiology to patient assessment and management in order to ensure a patent airway, adequate mechanical ventilation, and respiration for patients of all ages. ▪ Patient Assessment- Applies scene information and patient assessment findings (scene size-up, primary and secondary assessment, patient history, reassessment) to guide emergency medical management. ▪ Medical Emergencies- Applies fundamental knowledge to provide basic and advanced emergency care and transportation based on assessment findings for an acutely ill patient with medical emergencies. ▪ Trauma/Shock- Applies fundamental knowledge to provide basic and advanced emergency care and transportation based on assessment findings for an acutely injured patient with traumatic emergencies. ▪ OB/GYN- Applies a fundamental knowledge of growth, development, aging and assessment findings to provide basic and advanced emergency care and transportation for a patient with special needs in obstetrics and individuals with pregnancies. ▪ Pediatric and Neonatal emergencies- Applies a fundamental knowledge of growth, development, aging and assessment findings to provide basic and advanced emergency care and transportation for a pediatric patient, and patients with special needs. ▪ Geriatrics- Applies a fundamental knowledge of growth, development, aging and assessment findings to provide basic and advanced emergency care and transportation for the elderly/geriatric patient, and elderly patients with special needs.
Scope	The EMCT is an allied health professional whose primary focus is to provide basic and advanced emergency medical care for critical and emergent patients who access the emergency medical system. This individual possesses the complex knowledge and skills necessary to provide patient care and transportation.

	EMCT function as part of a comprehensive EMS response, under medical oversight. EMCT can perform interventions with the basic and advanced equipment with in their system. The EMCT is a link from the scene into the health care system.
Course Length	1 day, 8hrs. Held on Monday's and Friday's 0800-1700. Prerequisites must be completed prior to attending class.
Delivery Options	▪ Complete: In a Classroom setting utilizing Video content, PowerPoint presentation and multiple skills application. ▪ Partial: Utilizing all AHA and CORE video content. Once completed, members will be tested on individual skills at battalion office in a small group setting. ▪ Train-the-Trainer: Required Prior: previous teaching experience, Instructor certifications and in good standing with in Phoenix Fire Department. ▪ Skills Instructor: Follow another instructor for each skill and demonstrate a "Teach Back" at mastery level prior to becoming a skills instructor. ▪ Lead Instructor: Follow a lead instructor with classroom instruction and management. Upon following a lead instructor, the member will Lead the Core classroom with another lead, assisting the trainee to mastery.
Target Audience	Fire Service, Hazardous Materials, Law Enforcement, Emergency Medical Services, Public Works
Prerequisites	▪ Current AZ DHS EMT certification ▪ Current AZ DHS Paramedic certification ▪ RN, PA and/or MD/DO ▪ Current: • American Heart Association (AHA) — BLS Health Care Provider certification AND (For Paramedic, RN, PA, MD and DO) • American Heart Association (AHA) — Advanced Life Support provider certification • American Heart Association (AHA) — Pediatric Life Support provider certification ▪ All AHA video modules completed with certificates. ▪ All state required CE's completed for EMT's and ▪ Paramedic's ▪ EMT- 24 CE hrs. ▪ Paramedic — 48 CE hrs.

	▪ Must be in Uniform!
Testing/Certification	EMCT members, during the testing process, will demonstrate competence in a wide range of emergency care skills. Members will show competence in the following skills during testing: patient assessment/management of a trauma patient, patient assessment/management of a medical patient, assessment/management of cardiac arrhythmias, cardiac arrest management/AED utilization, basic and advance airway/ventilation management of an apneic patient, long bone fracture immobilization, joint dislocation immobilization, traction splinting, bleeding control/shock management, upper airway adjuncts and suction, bag-valve-mask ventilation with supplemental oxygen, and supplemental oxygen administration to a breathing patient. Members will show competency in Pediatric, Adult and Geriatric patient management. The course will be geared towards a team based setting with advance and basic level practitioners. Members will take written exams covering all course objectives. Exams will be American Heart Association BLS, ACLS and PALS. A passing score of 80% must be obtained. Upon completion of Psychomotor skills and written testing, members must demonstrate that they have completed the required number of CE hours, a OHS application, class and AHA rosters, and AHA evaluation prior to recertification.
Evaluation Strategy	Practical Skills will be assessed through various skills worksheets for each medical scenario from American Heart Association.
Instructor Certification and Qualification	▪ 2 years as a EMT or Paramedic ▪ Good standing with in EMS, Phoenix Fire Department and ▪ AZ OHS ▪ Understanding and knowledge of all Standing Guidelines, ▪ SOP's and Volume 12 ▪ NREMT Skills Examiner instructor ▪ EDU 250 (from the College) ▪ Current: ▪ BLS instructor card ▪ ACLS instructor card ▪ PALS instructor card
Cost	$200 per student

Firefighter Recruit Training (14 Week Recruit Training Academy)	
Course Overview	**Description**
Overview	The Phoenix Fire Department Recruit Training Academy is conducted over a minimum of 14 weeks with 550 hours of training and meets the requirements of the Regional Automatic Aid IGA.
Scope	Over the course of the firefighter recruit academy the following skills will be covered: ▪ Physical Fitness ▪ Peer Support ▪ EMS Training ▪ Haz Mat / Special Ops ▪ Vehicle Safety ▪ Fireground Skills ○ SCBA ○ Hose Lays ○ Search & Rescue ○ Ventilation ○ Forcible Entry ○ Hose Management ○ Ground Ladders ▪ Live Fire Training ○ Intro to Heat ○ Flashover ○ Functional Burns ○ Car Fires ▪ Ladder Functions ○ Extrication ○ Salvage & Overhaul ○ Commercial Ventilation ▪ Building Construction ▪ High Rise ▪ Fireground Survival ▪ Power & Hand Tools ▪ Communications ▪ Tactics ▪ Utilities ▪ Violent Incident Training ▪ Extinguishers ▪ Cancer Awareness & prevention ▪ Safety ▪ Professional Standards ▪ Firefighter Survival ▪ Urban Interface

	▪ Mental Health / Peer Support
Course Length	14-16 weeks (dependent on City Holidays) 550 Hours - M-F 0700-1600
Prerequisites	Arizona State EMT IAFF Certified CPAT CPR Certification: ▪ American Heart Association (AHA) - Health Care Provider ▪ American Red Cross (ARC) - CPR for the Professional Rescuer ▪ National Safety Council (NSC) – Equivalent Qualification
Testing/Certification	Students will be evaluated and tested on their knowledge, skills and abilities throughout the academy. At the end of the recruit training academy recruits that have not previously obtained Arizona State Firefighter 1 & 2 certification will be required to complete that testing process. The Arizona Center for Fire Service excellence administers the test including practical skills evaluations and a written exam. Upon completion of that exam, recruits will be Firefighter 1 & 2 certified. Upon completion of the recruit academy recruits become Probationary Firefighters and work under the supervision of a Field Training Officer for up to 9 months.
Evaluation Strategy	Practical Skills will be assessed through skills evaluations via iPad and a training database. Results are shared with recruits.
Instructor Certification	The Phoenix Fire Recruit Training Academy is taught by Regional Fire Captains and subject matter experts in not more than a 4 to 1 student/instructor ratio. It is recommended for instructors to obtain EDU250 from the MCCCD and Fire Instructor 1 certification.
Cost	$4,500 per recruit If a participating regional City sends a Recruit Training Officer for the length of the academy the price for up to 2 recruits will be waived.

Fire Inspector Training	
Course Overview	**Description**
Scope	Over the course of the training program, candidates will learn the skills needed to perform a complete, holistic inspection from start to finish. They will also learn records and code research, how to create comprehensive inspection notices, conducting technical plan

	review, customer service delivery skills, creating and maintaining inspection data reports and the citation process.
Course Length	16 weeks, 640 Hours - M-F 0730-1600
Testing	Upon the completion of each chapter, a quiz will be administered. There will also be a mid-term exam and final exam during the didactic portion of the program. Minimum passing score for all quizzes and tests will be 80%. The filed internship will be comprised of Pass/Fail practical skills stations.
Cost	$1500 per candidate

Hazardous Material Technical (HZM) Certification Training	
Course Overview	**Description**
Scope	Over the course of the program, students will learn the skills needed to safely perform Hazardous Material Technician level response in accordance with OSHA CFR29 1910.120 and NFPA 472 & 1072. The objectives of the course are to teach participants: ▪ to classify, identify, and verify known and unknown material by using field survey instruments and equipment; ▪ to select and use the proper chemical protective clothing provided to the hazardous materials Technician; ▪ to understand hazard and risk assessment techniques for Hazmat and CBRNE environments; ▪ to be able to perform advanced control, containment, and/or confinement operations within the capabilities of the resources and personal protective equipment available; ▪ to develop incident action plans within the parameters of the incident command system.
Course Length	5 Weeks, 200 Hours - M-F 0800-1700
Prerequisite	Hazardous Materials First Responder Operations
Testing/Certification	Students will be evaluated and tested on their knowledge, skills and abilities throughout the course. Skill and performance evaluations are included in the daily breakdown within the course pertaining to the skills being learned. Students must complete a written examination at the conclusion of the following module with a passing score of 75%: ▪ Chemistry

	At the conclusion of the entire Hazardous Materials Technician program, students must complete a written examination covering all course objectives in accordance with IFSAC accreditation standards. A passing grade of 75%, as well as successful completion of all skill check-offs is required by each student in order to complete the course.
Cost	$4500 per student

Initial Paramedic Training	
Course Overview	**Description**
Scope	Throughout the course of the Paramedic training program, the student will learn the knowledge and skills needed to safely and proficiently provide basic and advanced emergency medical care and transportation for critical and emergent patients who access the emergency medical system. Paramedics function as part of a comprehensive EMS response, under medical oversight. Paramedics can perform interventions with the basic and advanced equipment with in their system. The paramedic is a link from the scene into the health care system.
Course Length	10 Months, 1282 hours. Class meets Tuesday, Wednesday &Thursday 0900-1800
Testing/Certification	Students will demonstrate competence in the following skills during testing: patient assessment/management of a trauma patient, patient assessment/management of a medical patient, assessment/management of cardiac arrhythmias, cardiac arrest management/AED utilization, basic and advance airway/ventilation management of an apneic patient, long bone fracture immobilization, joint dislocation immobilization, traction splinting, bleeding control/shock management, upper airway adjuncts and suction, bag-valve-mask ventilation with supplemental oxygen, and supplemental oxygen administration to a breathing patient. Students will show competency in Pediatric, Adult and Geriatric patient management. Students will take written, computer generated and skills examinations covering all course objectives. A passing score of 80% must be obtained. Upon successful completion of the PFD Paramedic Training Program, students are eligible to take the NREMT Psychomotor test and the NREMT CAT test.

	Upon successful completion of NREMT examinations, students receive their Arizona and National Paramedic certifications Additional Certifications awarded during paramedic training ▪ Certificate of Completion from Phoenix College ▪ ACLS certification ▪ PALS certification ▪ TECC Certification
Cost	$5,000 Per Student

Technical Rescue Technician (TRT) Certification Training	
Course Overview	**Description**
Scope	Over the course of the program, students will learn the skills needed to safely perform rescue operations in the following areas of expertise: ▪ Rope Rescue ▪ Confined Space Search and Rescue ▪ Trench and Excavation Search and Rescue ▪ Structural Collapse ▪ Swiftwater Rescue ▪ Vehicle and Machinery Rescue ▪ Helicopter Rescue Operations This training will utilize the Incident Management/Unified Command structure to assess a technical rescue hazard within the response area, identify the level of operational capability, and establish operational criteria.
Course Length	5 Weeks, 200 Hours - M-F 0800-1700
Testing/Certification	Students will be evaluated and tested on their knowledge, skills and abilities throughout the course. Skill and performance evaluations are included in the daily breakdown within the course pertaining to the skills being learned. Students must complete also a written examination at the conclusion of the following modules with a passing score of 80%: ▪ Confined Space Rescue ▪ Trench Rescue ▪ Structural Collapse In addition, at the conclusion of the entire Technical Rescue Technician program, students must complete a written examination covering all course objectives. A passing grade of 80%, as well as successful completion of all skill check-offs is required by each student in order to complete the course.
Cost	$4500 per student

ASSUMPTION OF RISK AND RELEASE AGREEMENT
CITY OF PHOENIX FIRE SERVICE TRAINING

THIS IS A RELEASE OF LEGAL RIGHTS – READ AND UNDERSTAND BEFORE SIGNING

I,_____hereby agree as follows:

1. Risk of Activity. I understand that participation in training exercises ('Activities") with the City of Phoenix and its affiliated training vendors ("City"), at the City and or affiliated vendor locations ("Site(s)) involves inherent risk of physical injury and illness associated with and arising out of my presence at the Site and participation in the Activities. I have made my own investigation of these risks and fully accept these risks. I am thoroughly familiar with the type of exercise and physical ability necessary to attempt the Training. I represent that to the best of my knowledge my health and physical condition are excellent and that I am physically capable of participating in Training. I understand that the Training is dangerous and includes the risk of serious injury, burns, illness, death, or permanent disability. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response or rescue operations of the City. I am knowingly and voluntarily participating in the Training with an understanding of the risks involved and hereby agree to accept and assume any and all risks of injury, illness, death, or permanent disability I incur, whether caused by the City or otherwise.

2. Waiver of Liability. I understand the City is not responsible for any injury or loss I may suffer while participating in Activities at the Site. I hereby completely and unconditionally release and forever discharge City, its officials, officers, employees, agents, and all other participants, from all injury, loss, damage, accident, delay, or expense, arising out of any Activities at the Site.

3. Health and Safety.

   a. I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or conditions precluding or restricting my participation in Activities at the Site.

   b. I have arranged, through insurance, or otherwise, to meet any and all needs for payment of medical costs while I participate in Activities at the Site. I acknowledge and understand City is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefrom. If I require medical treatment or hospital care during the Activities, City is not responsible for the cost or quality of such treatment or care.

c. Subject to medical decision-making capacity, I acknowledge and understand City may, but is not obligated to, take any action it considers warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and release City from any liability for any actions taken.

4. Standard of Conduct. I agree to comply with all City's rules, standards, and instructions while a participant in Activities at the Site, including but not limited to, the City of Phoenix Fire Department Rules and Regulations, as amended. I waive and release all claims against City for my failure to remain under the supervision of City personnel or to comply with such rules, standards, and instructions.

5. Assumption of Risk and Release of Claims. Knowing the risks described above, and in consideration of being permitted to participate in Activities at the Site, I agree, on behalf of myself, family, heirs, and personal representative(s), to assume all risks and responsibilities surrounding my participation in Activities at the Site. To the maximum extent permitted by law, I release and indemnify City, its officials, officers, employees, and agents, from and against any present or future claim, loss, or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in Activities at the Site, including periods in transit to or from the Site.

6. INDEMNITY: I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEY FEES, FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF OR RESULTING FROM ANY CLAIM OF A THIRD- PARTY RELATED TO MY PARTICIPATION IN THE TRAINING. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE REALEASEES, IN INSTANCES WHERE SUCH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT CAUSES PERSONAL OR BODILY INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT I AND THE RELEASEES ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA.

7. No Joint Venture: I understand that no term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties. I further understand that neither Party shall be deemed to be an employee or agent of the other Party to this Agreement. To the extent applicable by law, I will not be deemed to be the employee, agent, or servant of the City. I understand that where I am included as a "student" that does not deem me to be an employee or agent of the City.

8. Workers Compensation: For the purposes of workers' compensation coverage, the agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Waiver shall be the agency solely liable for payment of all approved workers' compensation and related benefits.

9. If any one or more of the provisions in this waiver are determined to be invalid, illegal, or unenforceable, it shall not affect any other provision of this waiver, and this waiver shall be construed as if such invalid provision had never been contained in this waiver. In any legal action in connection with this waiver, the exclusive venue shall be in the courts of Maricopa County, Arizona and this waiver shall be construed in accordance with the laws of the State of Arizona.

I have carefully read this Release Form and sign it voluntarily. No representations, statements, inducements, oral or written, apart from the foregoing written statement, have been made. This agreement shall become effective only upon receipt by City and shall be governed by and construed in accordance with the laws of the State of Arizona including City's Charter and Municipal Ordinances. Venue for any action relating to or arising out of this agreement shall be in the Court for the City and County of Maricopa.

Executed on this date _____

By_____ _____

Printed Name as Individual Signature

_____ _____

Witness Printed Name Witness Signature

_____

Name of Department or Agency

RESOLUTION NO. 55-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BUCKEYE AND THE CITY OF PHOENIX, RELATING TO THE BUCKEYE FIRE-MEDICAL-RESCUE DEPARTMENT'S PARTICIPATION IN PHOENIX FIRE DEPARTMENT FIRE SERVICE TRAINING; AND AUTHORIZING THE MAYOR, CITY MANAGER, AND FIRE CHIEF TO EXECUTE AND DELIVER SAID AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY.

WHEREAS, the City of Buckeye, for and on behalf of the Buckeye Fire-Medical-Rescue Department, desires to enter into an Intergovernmental Agreement with the City of Phoenix, for and on behalf of the Phoenix Fire Department, relating the Buckeye Fire-Medical-Rescue Department's participation in Phoenix Fire Department Fire Service Training;

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, as follows:

Section 1. The recital above is hereby incorporated as if fully set forth herein.

Section 2. The Mayor and City Council hereby (i) approve the Intergovernmental Agreement and (ii) authorize the execution and delivery of the Agreement and any associated documents.

Section 3. The Mayor, the City Manager, the Fire Chief, the City Clerk, and the City Attorney are hereby authorized and directed to execute all documents and other necessary or desirable instruments connected with the Intergovernmental Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 21st day of September, 2021.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MG2:ddh 4188032.2 8/11/2021

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.W. Buckeye PD - Department of Defense (DoD) SkillBridge MOU
DATE PREPARED: 09/16/21	**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. 70-21 approving a Memorandum of Understanding between the City of Buckeye and the Under Secretary of Defense for Personnel and Readiness of the U.S. Department of Defense for the City to participate in a Skill-Building and Training Program for Veterans called the SkillBridge Training Program; and authorizing the Mayor and City Manager to execute and deliver said Memorandum of Understanding on behalf of the City.

RELEVANT GOALS:
GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:
The DOD SkillBridge program is an opportunity for Service members to gain valuable civilian work experience through specific industry training, apprenticeships, or internships during the last 180 days of service. SkillBridge connects Service members with Buckeye PD to gain civilian law enforcement job experiences.

BENEFITS:
SkillBridge is an excellent opportunity for Service members nearing separation to gain valuable work experience by partnering with Buckeye PD. SkillBridge can help Service members bridge the gap between the end of service and the beginning of their civilian careers. Commanders can greatly ease this transition to civilian life by supporting their Service members and Buckeye PD potentially gains experienced and dedicated future employees. Highly trained and dedicated Service members bring real experience and can seamlessly transition into a successful law enforcement career with Buckeye PD.

FUTURE ACTION:
The MOU will be reviewed to determine continuation of the program with Buckeye PD before the proposed MOU expires.

FINANCIAL IMPACT STATEMENT:
Service members participating in the SkillBridge program will have their salaries, benefits and associated costs paid by the DoD.

CURRENT FISCAL YEAR TOTAL COST:

None

BUDGETED:
No

FISCAL YEAR:
2021-2022

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

ATTACHMENTS:
Skillbridge Training Plan.docx
SkillBridge-Program-Brochure.pdf
DODSKILLBRIDGE_MOU_FINAL_NOV2019_WEB_FORM.pdf
RES 70-21 for MOU between City and DoD re SkillBridge.pdf

Skillbridge Training Plan

Skillbridge is a program that pairs active-duty service members with private industry for the last 180 days of their required commitment. The goal of the program is to assist service members in transitioning to future employment with potential career opportunities in their desired field. The DOD pays the wages and benefits for the service member during their participation in the program, essentially creating an unpaid internship opportunity for the private employer.

The internship can consist of an apprenticeship type program that includes supervised on-the-job training and/or classroom instruction, which could include police academy attendance. The employer's commitment to the program is that the potential exists to provide post-service employment at the completion of the apprenticeship and conclusion of military service. To meet the program requirements, a signed MOU is required.

The internship must provide a type of work experience for entry-level job seekers that consists of on-the-job training and work-experience at entry level positions. Service members may also participate in shadowing, by observing the day-to-day operations of the employer.

The training plan offered by the Buckeye Police Department, which is subject to change is below. Note that the training plan presupposes that the intern successfully completed a full background investigation.

Sample Training Plan

Regular Duty Hours: 0700-1700 Mon-Thurs. Duty hours may deviate with the consent of the service member. A 45-minute lunch break is included mid-shift, as well as 60-minutes for physical conditioning that is consistent with police academy fitness standards.

Week One: 0700-1700

Orientation and Onboarding: The Skillbridge participant (hereinafter "intern") will receive access credentials and an orientation that includes a presentation by the Chief of Police, or designee. The intern will be given a tour of the City and City facilities, and introduction to key personnel within the city, including City Hall, HR, Finance, IT, Fire, and Fleet. The intern will learn about the police department generally and its partners in the city.

Week Two: 0700-1700

Dispatch: The intern will shadow a communications center supervisor to observe the process of call-taking and dispatching. The intern will receive a Terminal Operator Certification to enable access to criminal history information and data. The intern will understand the capabilities of the radio communication system and how it is used within the city.

Week Three: 0700-1700

Records: The intern will shadow a police records clerk. The intern will utilize Spillman to receive training on the RMS. The intern will learn about the records release process and the data entry required for the criminal justice records system.

Week Four: 0700-1700

Patrol: The intern will shadow a patrol officer to observe the daily field duties and responsibilities of a police officer. The intern will observe a variety of calls for service and on-view police work to understand the challenges and rewards of a law enforcement career.

Week Five: 0700-1700

Property and Evidence: The intern will shadow the property and evidence technician and/or property manager to learn how to process, impound, store, and release evidence and other property. The intern will obtain a basic understanding of the record keeping associated with property.

Week Six: 0700-1700

Crime Scene Management: The intern will shadow the crime scene manager and learn how to process crime scenes and physical evidence. The intern will learn a variety of techniques for processing a crime scene and be familiar with the tools used to process the evidence discovered.

Week Seven: 0700-1700

Victim Advocates: The intern will shadow the victim advocates to learn how the police department supports victims of crimes and their families. The intern will understand the community caretaking role of the police department as well as the process of ensuring victims' rights.

Weeks Eight-Nine: 0700-1700

Investigations: The intern will shadow detectives assigned to general and special investigations, and will tour the Family Advocacy Center. The intern will use Spillman to assist detectives and will understand the decision=making process in investigations and charging.

Week Ten: 0700-1700

Traffic: The intern will shadow traffic investigators. The intern will understand how police officers investigate traffic accidents, as well as use education and enforcement to keep the community safe.

Week Eleven: 0700-1700

Hiring and Wellness: The intern will shadow a background investigator and the hiring manager to learn about recruiting, processes, backgrounds, hiring, onboarding, and wellness/sustainability. The intern will assist with physical fitness testing administration. The intern will understand the challenges of police hiring.

Week Twelve: 0700-1700

Code Enforcement: The intern will spend the week shadowing a code enforcement officer. The intern will understand the importance of using education and enforcement to achieve compliance in community aesthetics.

Note: Some areas of the Department can be shadowed for a shift at a time, and may be substituted as needed: professional standards investigator, CALEA manager, management assistant, neighborhood services, police volunteers.

ABOUT THE PROGRAM

DoD SkillBridge programs provide our retiring and transitioning Service members the opportunity to participate in industry training programs while transitioning out of their Military careers.

The DoD covers Military pay and benefits during a Service member's time in a SkillBridge program, providing an invaluable experience for the Service member and the Industry Partner.

Program partners include employers in all career fields such as **Amazon**, **John Deere**, **Lockheed Martin**, **UnitedHealth Group**, and the **U.S. Veterans Administration** — and hundreds more!





DOD SKILLBRIDGE PROGRAM

Connecting transitioning Service members to occupational training.

Learn more about this exciting opportunity—go to the DoD SkillBridge website and get started today!

DoD SKILLBRIDGE

http://bit.ly/skillbridge1

http://bit.ly/skillbridge1

http://bit.ly/skillbridge1

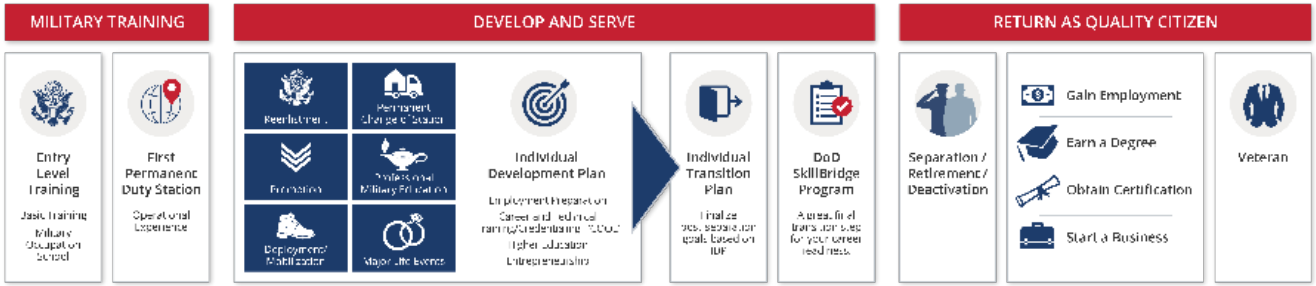
PLAN FOR YOUR FUTURE

Career and transition planning is important to your success and begins with basic training. Just as military occupational training is mission-critical to your Service, continual career tooling is critical to your occupational success.

The DoD SkillBridge program is an excellent opportunity as you plan for your life after the military. SkillBridge matches civilian opportunities to your job training and work experience at the end of your military duty.

You may be eligible to participate in SkillBridge if you have 180 days of service or fewer remaining prior to your date of separation and you have at least 180 continuous days of active service.

SERVICE MEMBER LIFE CYCLE



STEP 1 » INITIAL COUNSELING (IC)
365 DAYS

STEP 2 » TRANSITION READINESS WORKSHOPS

STEP 3 » CAPSTONE REVIEW
90 DAYS

STEP 4 » COMMANDER'S VERIFICATION

Learn more about how to participate in DoD SkillBridge:

http://bit.ly/skillbridge1

GET ENGAGED

Your installation transition support office can help you with your transition plan and future career aspirations for a successful transition from your military career to your future civilian career.

- Review your career and transition plan and discuss your career aspirations
- Sign up for Transition Assistance Program (TAP) trainings
- See if there is a SkillBridge program that can help in your next career

LEVERAGE YOUR BENEFITS

In addition to opportunities such as Tuition Assistance and the GI Bill program, you can enhance your marketability and post-separation career prospects by participating in a SkillBridge opportunity.

The DoD also has several other programs available to help Service members meet career aspirations:

Credentialing Opportunities On-Line (COOL)

Access information for over 3,000 certifications, credentials, and licenses.

http://bit.ly/dodcool1

MilGears

Powered by COOL

A customized career navigation tool currently for Navy Service members with future support for all military Service members.

http://bit.ly/milgears1

United Services Military Apprenticeship Program (USMAP)

Join other Service members who are obtaining on-the-job career training.

http://bit.ly/usmapforme1

http://bit.ly/skillbridge1

http://bit.ly/skillbridge1

MEMORANDUM OF UNDERSTANDING
BETWEEN THE

OFFICE OF THE UNDER SECRETARY OF DEFENSE FOR PERSONNEL AND READINESS, U.S. DEPARTMENT OF DEFENSE AND

CITY OF BUCKEYE

SKILLBRIDGE PROVIDER

This Memorandum of Understanding (MOU) is between the Office of the Under Secretary of Defense for Personnel and Readiness (USD(P&R)) of the U.S. Department of Defense (DoD) and CITY OF BUCKEYE, hereinafter referred to collectively as the "Parties".

1. BACKGROUND: The DoD SkillBridge Program (sometimes referred to by the Military Departments as the Career Skill Program (CSP)), is a program that encourages Service members to capitalize on training and development opportunities throughout their military career so that they may grow and develop as professionals fully capable of serving the Nation – both during their time in uniform and after their term of military service, as civilians. SkillBridge programs hosted by public and private organizations are vetted and, if appropriate, approved by the Office of the USD(P&R). In order for a program to receive initial approval by the Office of the USD(P&R), the hosting organization must enter into an MOU with the Office of the USD(P&R) acknowledging certain rules and requirements in operating the program. Additional, more detailed Memoranda of Understanding or Memoranda of Agreement (MOA) with each Military Department participating in the program may also be required in order to meet command, installation and Service-specific requirements.

2. AUTHORITIES:

   2.1. DoDI 1322.29 "Job Training, Employment Skills Training, Apprenticeships, and Internships (JTEST-AI) for Eligible Service Members," 24 January 2014

   2.2. DoDI 1344.07 "Personal Commercial Solicitation on DoD Installations", 30 March 2006

   2.3. DoDI 1000.15 "Procedures and Support for Non-Federal Entities Authorized to Operate on DoD Installations", 24 October 2008

3. PURPOSE: This MOU establishes parameters for the participation of transitioning Service members in CITY OF BUCKEYE's proposed SkillBridge Program (the Program). Service members who are within 180 days of separating from service and who have completed at least 180 days of service are eligible for consideration. Specifics of the program, to include the type and duration of the

training, apprenticeship, or internship provided through the program, will be established in Department-specific MOU/MOAs or Office of the USD(P&R) authoritative public interface.

4. UNDERSTANDINGS OF THE PARTIES:

4.1. The Office of the USD(P&R) will:

4.1.1. Ensure that each Military Department participating in the program appoints a representative at each installation hosting activities of CITY OF BUCKEYE's SkillBridge program to maintain continuing liaison with the designated representatives of CITY OF BUCKEYE.

4.1.2. Ensure that participating Military Departments provide installation access to Service members participating in CITY OF BUCKEYE's SkillBridge program on installations under the Department's authority in accordance with base access requirements.

4.1.3. Inform relevant Service member populations about the availability of CITY OF BUCKEYE's program and refer interested candidates to appropriate resource material for more information on CITY OF BUCKEYE's program.

4.1.4. Ensure that participating Military Departments pre-screen applicants to ensure they meet minimum requirements to participate and have received approval to participate from the first field grade commander, O-4 and above, in the Service member's chain of command, who is authorized to impose non-judicial punishment under 10 U.S.C. 815, Article 15, also known as the Uniform Code of Military Justice (UCMJ).

4.1.5. Authorize designated SkillBridge training locations as places of duty for participating Service members, with the understanding that a member's participation in the program may be terminated at any time, based on mission requirements, the member's conduct, and/or other Service needs.

4.2. The Service member shall adhere to the rules, regulations, procedures, and policies of CITY OF BUCKEYE while on CITY OF BUCKEYE's premises including, but not limited to, rules stated in the Service member Statement and Acknowledgement, if applicable. This includes the DoD requiring individual non-disclosure agreements from the Service member.

4.3. CITY OF BUCKEYE will:

4.4. Provide no remuneration to Service members for services performed while participating in the program, further, ensure program participants comply with other restrictions on acceptance of compensation and gifts, bars on representation of CITY OF BUCKEYE before Federal employees, and other ethics rules applicable to Service members as expressed in the criminal conflict of interest statutes (18 U.S.C. § 201209), the Standards of Conduct for Employees of the Executive Branch (5 C.F.R. 2635), and the Joint Ethics Regulation (DoD 5500.07-R).

4.4.1. Appoint a representative to maintain continuing liaison with USD (P&R), designated Military Department, and installation representatives.

4.4.2. Assume overall responsibility for the execution of its SkillBridge program, both on and off participating Military installations.

4.4.3. Screen and select participants for CITY OF BUCKEYE's SkillBridge program from among those candidates approved for participation by Military Department authorities.

4.4.4. Maintain regular communication with Service members who are SkillBridge program participants and their host employers. Notify the appropriate Military Department, installation liaison, or command approving authority immediately upon learning of any attendance issues, disciplinary concerns, or injuries relating to a Service member who is a SkillBridge participant.

4.4.5. Conduct a program feedback survey with Service member SkillBridge program participants and work with designated Military Department installation representatives to address any program concerns and, if necessary, to provide final outcomes to USD(P&R).

4.4.6. At a minimum, provide 90-, and 180-day post-program employment updates to USD(P&R) and the Military Department liaison when identified by the Military Department.

4.4.7. CITY OF BUCKEYE shall not suggest official DoD or Military Department sanction or endorsement of its products or services because of participation in the SkillBridge program or otherwise.

5. Inform the Installation Public Affairs Office (PAO) when any media coverage is expected relating to the CITY OF BUCKEYE's SkillBridge program. All materials intended for use in connection with such coverage must be provided to the PAO.

6. PERSONNEL: Each party is responsible for all costs of its personnel including pay and benefits, support, and travel. Each party is responsible for the supervision and management of its own personnel.

7. GENERAL PROVISIONS:

7.1. POINTS OF CONTACT: The following points of contact (POCs) will be used by the Parties to communicate the implementation of this MOU. Each party may change its POC upon reasonable notice to the other party.

7.1.1. For the Office of the USD(P&R):

Dr. Eric Russi

eric.russi2.civ@mail.mil
4000 Defense Pentagon, Rm
1E525, Washington D.C.
20301-4000

7.1.2. For CITY OF BUCKEYE

Email: MSALTZ@BUCKEYEAZ.GOV

Mailing address: 21699 W. YUMA RD., STE. 104
BUCKEYE, AZ 85379

7.2. CORRESPONDENCE: All correspondence ***except for initial transmission of this agreement*** to be sent and notices to be given pursuant to this MOU will be addressed to (***do NOT email or mail*** this form to contact noted here):

7.2.1. For the Office of the USD(P&R):

Dr. Eric Russi
eric.russi2.civ@mail.mil
4000 Defense Pentagon, Rm 1E525, Washington D.C. 20301-4000

7.2.2. For CITY OF BUCKEYE:

Email: MSALTZ@BUCKEYEAZ.GOV

Mailing Address: 21699 W. YUMA RD., STE. 104
BUCKEYE, AZ 85379

7.3. REVIEW AND MODIFICATION OF MOU: This MOU will be in its entirety triennially and updates will be initiated, as required. This MOU may only be modified by the written consent of the Parties, duly signed by their authorized representatives.

7.4. FUNDS AND MANPOWER: This MOU does not document nor provide for
the exchange of funds or manpower, other than participating Service members, between the two parties nor does it make any commitment of funds or resources.

7.5. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties in accordance with DoDI 4000.19 “Support Agreements”.

7.6. NONENDORSEMENT: In accordance with the Joint Ethics Regulation, DoD is prohibited from endorsing or implying that it will endorse any nonfederal entity, event, product, service or enterprise. The Parties recognize that this agreement does not constitute DoD endorsement of CITY OF BUCKEYE or any of its products or services.

7.7. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

7.8. TERMINATION OF UNDERSTANDING: This MOU may be terminated by any Party with 90 days written notice to the other Party. The DoD may terminate this MOU without written notice if DoD determines, in its sole discretion, that it is no longer able to meet the terms of this MOU based on military operational requirements or national emergency. The DoD may terminate this MOU without written notice if DoD determines, in its sole discretion, that the SkillBridge provider has failed to comply with the terms of this MOU.

7.9. SERVICE MEMBER RELEASE FROM SKILLBRIDGE OPPORTUNITY: Either the DoD or CITY OF BUCKEYE may release a Service member from the Program if, in the opinion of either party, the Service member is not actively and satisfactorily participating with the provided training. The DoD may release a Service member from placement with CITY OF BUCKEYE if it determines that the Service member is not being utilized by CITY OF BUCKEYE consistent with the goals of the Program. Prior to releasing the Service member, DoD and CITY OF BUCKEYE shall confer and try to resolve the issue(s), short of release of Service member from the Program. However, for the avoidance of doubt, each party retains ultimate right to end the Program after consultation with the other party.

7.10. CONSENT TO IDENTIFICATION: Neither party shall use the other party’s name outside their organization without the other party’s express written consent, which consent shall not be unreasonably withheld or delayed. Such consent shall not be unreasonably withheld or delayed.

7.11. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties.

7.12. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

7.13. EXPIRATION DATE: This MOU expires on _____ (date to be determined by *agreement between DoD and organization's representative).*

AGREED:

For CITY OF BUCKEYE

Name: _____

_____ _____
sign date

For the Office of the USD(P&R)

SEND THIS FORM VIA SYSTEM OR TO
dodskillbridgeassistancecenter@livehelpnow.net
DO NOT EMAIL OR MAIL TO THE POC

_____ _____
Office of the Under Secretary of Defense for Personnel and Readiness sign date

RESOLUTION NO. 70-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BUCKEYE AND THE UNDER SECRETARY OF DEFENSE FOR PERSONNEL AND READINESS OF THE U.S. DEPARTMENT OF DEFENSE FOR THE CITY TO PARTICIPATE IN A SKILL-BUILDING AND TRAINING PROGRAM FOR VETERANS CALLED THE SKILLBRIDGE TRAINING PROGRAM; AND AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER SAID MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY.

WHEREAS, the City of Buckeye, Arizona ("City") desires to enter into a Memorandum of Understanding ("MOU") with the Under Secretary of Defense for Personnel and Readiness of the U.S. Department of Defense ("DoD") for participation in the SkillBridge Training Program, which allows individuals who are within their last 180 days of military service to receive on-the-job training with the City; and,

WHEREAS, the SkillBridge Program encourages military service members to capitalize on training and development opportunities to assist in their transition from military service, with the salary of the participating individuals to be paid by the military and the City receiving the benefit of the individual's services.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The Mayor and City Council hereby approve the Memorandum of Understanding with the Under Secretary of Defense for Personnel and Readiness of the Department of Defense for the City to participate in the SkillBridge Program.

Section 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and other necessary or desirable instruments connected with the Memorandum of Understanding and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 21st day of September, 2021.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

JDE:ddh 4236304.1 9/3/2021

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.X. SRO IGA between City of Buckeye and Odyssey Preparatory Academy
DATE PREPARED: 09/16/21	**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. 62-21 approving the Intergovernmental Agreement between the City of Buckeye and the Odyssey Preparatory Academy for school resource officer services; 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 at Odyssey Preparatory Academy on an hourly rate basis, but not to exceed 40 hours per week. The District shall pay 50% of the costs associated with SRO duties received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month period covering the school year, the City shall pay 100% of the SRO's cost during the two month summer break and any other school breaks or school observed holidays or vacations. Any overtime related to SRO duties will be paid at 100% by the District.

BENEFITS:

Having SROs located at the School 40 hours per week 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 can 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:

During the school year, the Academy shall pay up to $36,600 of the costs associated with SRO Services received on a yearly (half of yearly salary plus actual cost of employer-paid benefits) basis for the ten-month period covering the school year; the City shall pay 100% of the SRO's costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties.

CURRENT FISCAL YEAR TOTAL COST:
The Academy shall pay up to $36,600 of the costs associated with SRO Services received on a yearly (half of yearly salary plus actual cost of employer-paid benefits) basis for the ten-month period covering the school year; the City shall pay 100% of the SRO's costs during the two-month summer break.

BUDGETED:
Yes

FISCAL YEAR:
2021-2022

FUND/DEPARTMENT:
35732121-523114

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
SRO Odyssey IGA.pdf
RES 62-21 for IGA between City and Odyssey Prep Academy for School Resource Officers.pdf

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE ODYSSEY PREPARATORY ACADEMY
AND
THE CITY OF BUCKEYE
FOR
SCHOOL RESOURCE OFFICER SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of July 1, 2021 between the City of Buckeye, an Arizona municipal corporation (the " City") and the ODYSSEY PREPARATORY ACADEMY, an Arizona Charter Academy (the "Academy").

RECITALS

A. The Academy has funding available through its maintenance and operations budget to fund school resource officer services ("SRO Service s") for Odyssey Preparatory Academy.

B. The City has funding available through its operating budget to provide the Academy with trained, certified police officers capable of performing SRO Services for the Academy.

C. The City and the Academy desire to enter into an agreement whereby the City will provide a sworn, certified police officers to serve as a School Resource Officer (each, an "SRO") to provide SRO Services at Odyssey Preparatory Academy.

D. The Academy is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 11-952.

E. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged , the parties hereby agree as follows:

SECTION I - OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

A. The City shall provide SRO Services to the Academy at Odyssey Preparatory Academy on an hourly basis, as required by the Principal, not to exceed 40 hours per calendar week.

B. The Buckeye Police Officer who is performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be temporarily assigned to duties other than SRO Services during school times when deemed necessary by the Buckeye Police Chief or his designee.

C. The Site Administrator (s) will assist the SRO Supervisor with preparation of an annual performance evaluation based upon requirements of the Buckeye Police Department Policy. The SRO shall also provide a weekly recap of law-related education, law enforcement activity and time on campus to the SRO Supervisor.

D. When school is not in session, including all breaks, school-observed holidays and school vacations, the City shall have full discretion to assign the SRO various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

E. In addition to the provisions of Section 3.19, the City shall, within ten business days upon request by the Academy, provide verification to the Academy of the SRO's successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of successful criminal records report, etc.

F. The roles and responsibilities of the City and the Academy with respect to the SRO Services shall be as set forth in the Buckeye Police Department SRO Program, attached hereto as Exhibit A.

1.2 Accounting and Documentation. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the Academy for SRO Services. Supporting documentation of these actual amounts must be on file with the Academy's Grants Office prior to payment of any invoice to the City.

SECTION II - OBLIGATIONS OF THE ACADEMY

2.1 Reimbursement to City - Monthly. The Academy shall reimburse the City monthly for the services it provides pursuant to Section I above.

A. The Academy shall pay up to $36,600 of the costs associated with SRO Services received on a yearly (half of yearly salary plus actual cost of employer-paid benefits) basis for the ten-month period covering the school year; the City shall pay 100% of the SRO's costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties. The SRO's time spent at Odyssey Preparatory Academy, including all overtime, must be substantiated by time cards and approved by the high school's Dean of Students. The Academy shall pay 100% of any SRO overtime worked on school-related investigations. The SRO must seek approval from the appropriate Buckeye Police Department supervisor before working on school-related overtime.

B. The Academy will not pay for any SRO Services for any one or two week-long school breaks in November, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO.

C. The Academy shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The Academy shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRO-Related Training. The Academy shall pay $1,000.00 during the term of this Agreement toward the annual conference costs for each of the SROs that provides SRO Services to receive and maintain certification by the National Association of School Resource Organizations.

2.4 Non-Interference by Academy. No Odyssey Preparatory Academy administrator shall interfere with an SRO's sworn law enforcement duties.

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law, each party shall defend, indemnify and hold harmless the other pa1iy and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and that result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be for one year from July 1, 2021 until June 30, 2022, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel. The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Buckeye Police Officer.

3.4 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Academy, except as provided in Section 3.13 below. The City, its employees, and subcontractors are not entitled to worker's compensation benefits from the Academy. The Academy does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the Academy, shall determine the time of its performance of the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The Academy and the City do not intend to nor will they combine business operations under this Agreement.

3.5 Records. Both parties shall maintain the records required in this Agreement for a period of two years after the termination of this Agreement.

3.6 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days' written notice to the Academy for failure to make reimbursements upon the dates as required in this Agreement and upon the Academy's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the Academy for all SRO Services provided to that date, which the Academy shall pay invoices within 30 days thereafter.

3.7 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement 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:

If to the City:	City of Buckeye 530 E. Monroe Avenue Buckeye, Arizona 85326 Attn: Roger Klingler, City Manager
With copy to:	Gust Rosenfeld, P.L.C. One East Washington Street, Suite 1600 Phoenix Arizona 85004-2553 Attn: Shiela B. Schmidt, Esq.
If to the Academy:	Odyssey Preparatory Academy 1495 S Verrado Way Buckeye, AZ 85326 Attn: Holly Johnson
With a copy to:	Udall Shumway, PLC 1138 N Alma Schools Road, Suite 101 Mesa, AZ 85201 Attn: Cathleen Dooley

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.

3.8 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the involved parties.

3.9 Program Continuation Subject to Appropriation. The provisions of this Agreement for payment of funds by the Academy shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Academy shall be the sole judge and authority in determining the availability of funds under this Agreement and the Academy shall keep the City fully informed as to the availability of funds for its program. The obligation of the Academy to make any payment pursuant to this Agreement is a current expense of the Academy, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Academy. If the Governing Board of the Academy fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Academy shall be relieved of any subsequent obligation under this Agreement.

3.10 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.12 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARJZ. REV. STAT. § 38-511.

3.13 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of *ARIZ.* REV. STAT. § 23-1022 in substantially the following form:

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

3.14 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.15 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which are incorporated herein by reference, mandating non• discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.16 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Fingerprinting Requirements. The parties shall comply with the fingerprinting requirements of ARIZ. REV. STAT. § 15-512 unless otherwise exempted.

3.19 Coordination of Processes to Address Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the Academy have executed this Agreement as of the date of the last signature set forth below.

"City"

CITY OF BUCKEYE, and Arizona municipal corporation

By: _____
Eric Orsborn, Mayor

Date: _____

"Academy"

Odyssey Preparatory Academy

By: Holly Johnson
Holly Johnson

Date: 6/14/2021

ATTEST:

_____
Lucinda J. Aja, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____
Jessica Sanchez, Attorney for the Academy

_____
Shiela Schmidt, Attorney for the City

RESOLUTION NO. 62-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BUCKEYE AND THE ODYSSEY PREPARATORY ACADEMY FOR SCHOOL RESOURCE OFFICER SERVICES; AND AUTHORIZING THE MAYOR, CITY MANAGER, AND POLICE CHIEF TO EXECUTE AND DELIVER SAID AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY.

WHEREAS, the City of Buckeye, Arizona and the Odyssey Preparatory Academy desire to enter into an Intergovernmental Agreement to provide for the assignment and funding of school resource officers from the City's Police Department;

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, as follows:

Section 1. The recital above is hereby incorporated as if fully set forth herein.

Section 2. The Intergovernmental Agreement between the City of Buckeye and Odyssey Preparatory Academy for School Resource Officer Services (the "Agreement") is hereby approved.

Section 3. The Mayor, the City Manager, the City Police Chief, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of the Agreement and all documents and other necessary or desirable instruments connected with the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 21st day of September, 2021.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

MG2:mg2 4233576.1 9/3/2021

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.Y. City of Buckeye PD and Agua Fria High School District SRO IGA
DATE PREPARED: 09/16/21	**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. 64-21 approving the Intergovernmental Agreement between the City of Buckeye and the Agua Fria High School District No. 216 for school resource officer services; 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 at Agua Fria High School District on an hourly rate basis, but not to exceed 40 hours per week. The District shall pay 50% of the costs associated with SRO duties received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month period covering the school year, the City shall pay 100% of the SRO's cost during the two month summer break and any other school breaks or school observed holidays or vacations. Any overtime related to SRO duties will be paid at 100% by the District.

BENEFITS:

Having SROs located at the School 40 hours per week 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 can 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:

During the school year, the District shall pay up to $36,600 of the costs associated with SRO Services received on a yearly (half of yearly salary plus actual cost of employer-paid benefits) basis for the ten-month period covering the school year; the City shall pay 100% of the SRO's costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties.

CURRENT FISCAL YEAR TOTAL COST:

The District shall pay up to $36,600 of the costs associated with SRO Services received on a yearly (half of yearly salary plus actual cost of employer-paid benefits) basis for the ten-month period covering the school year; the City shall pay 100% of the SRO's costs during the two-month summer break.

BUDGETED:
Yes

FISCAL YEAR:
2021-2022

FUND/DEPARTMENT:
35732121-523105

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
6Y. Agua Fria IGA.pdf
RES 64-21 for IGA between City and Agua Fria High School District for School Resource Officers.pdf

INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF BUCKEYE
FOR
SCHOOL RESOURCE OFFICER
SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of July 1, 2021 between the City of Buckeye, an Arizona municipal corporation (the "City") and the Agua Fria Union High School District No. 216, a political subdivision of the State of Arizona (the "District")**.**

RECITALS

A. The District has funding available through its maintenance and operations budget to fund school resource officer services ("SRO Services") for Verrado High School.

B. The City has funding available through its operating budget to provide the District with trained, certified police officers capable of performing SRO Services for the District.

C. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO") to provide SRO Services at Verrado High School.

D. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 15-342 and 11-952.

E. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I - OBLIGATIONS OF THE CITY

1.1 Services to be provided.

A. The City shall provide SRO Services to the District at Verrado High School on an hourly basis, as required by the Principal, but not to exceed 40 hours per week.

B. The Buckeye Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be

temporarily assigned to duties other than SRO Services during school times when deemed necessary by the Buckeye Police Chief, in his or her sole discretion.

C. The Principal will assist the SRO Supervisor with preparation of an annual performance evaluation based upon requirements of the Buckeye Police Department Policy. The SRO shall also provide a weekly recap of law-related education, law enforcement activity and time on campus to the SRO Supervisor. This recap can be provided to the District upon request.

D. When school is not in session, including all breaks, school-observed holidays and school vacations, the City shall have full discretion to assign the SRO various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

E. In addition to the provisions of Section 3.18, the City shall, within ten business days upon request by the District, provide verification to the District of SRO's successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of successful criminal records report, etc.

F. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Buckeye Police Department SRO Program, attached here to as Exhibit A.

1.2 Accounting and Documentation. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Grants Office prior to payment of any invoice to the City.

SECTION II - OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City - Monthly. The District shall reimburse the City monthly for the services it provides pursuant to Section I above.

A. The District shall pay up to $36,600 of the costs associated with SRO Services received on a yearly (half of yearly salary plus actual cost of employer-paid benefits) basis for the ten-month period covering the school year; the City shall pay 100% of the SRO's costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties. The SRO's time spent at Verrado High School, including all overtime, must be substantiated by time cards and approved by the high school's Dean of Students. The District shall pay 100% of any SRO overtime worked on school-related investigations. The SRO must seek approval from the appropriate Buckeye Police Department supervisor before working on school-related overtime.

B. The District will not pay for any SRO Services for any one or two week-long school breaks in November, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO.

C. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRO-Related Training. The District shall pay $1,000.00 during the term of this Agreement toward the annual conference costs for each of the SROs that provides SRO Services to receive and maintain certification by the National Association of School Resource Organizations.

2.4 Non-Interference by District. No District or Verrado High School administrator shall interfere with an SRO's sworn law enforcement duties.

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law, each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and that result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be for one year from July 1, 2021 until June 30, 2022, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel. The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Buckeye Police Officer.

3.4 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. The City, its employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.5 Records. Both parties shall maintain the records required in this Agreement in accordance with the Arizona Public Records retention requirements.

3.6 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days' written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and upon the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date, which the District shall pay invoices within 30 days thereafter.

3.7 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement 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:

If to the City: City of Buckeye
530 E. Monroe Avenue
Buckeye, AZ 85326
Attn: Roger Klingler, City Manager

With copy to: Gust Rosenfeld, P.L.C.
One East Washington Street, Suite 1600
Phoenix Arizona 85004-2553
Attn: Shiela B. Schmidt, Esq.

Ifto the District: Agua Fria Union High School District
1481 North Eliseo Felix Jr. Way, Suite 110
Avondale, Arizona 85323
Attn: Mark Yslas, Superintendent

With a copy to: Udall Shumway, PLC
1138 North Alma School Road, Suite 101
Mesa, Arizona 85201
Attn: Curtis M. Chipman, Esq.

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.

3.8 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.9 Program Continuation Subject to Appropriation. The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Governing Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.10 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.12 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.13 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

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

3.14 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of

1974 and any subsequent amendments thereto.

3.15 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which are incorporated herein by reference, mandating non• discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.16 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.17 E-Verifv. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ.. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Fingerprinting Requirements. The parties shall comply with the fingerprinting requirements of ARIZ. REV. STAT. § 15-512 unless otherwise exempted.

3.19 Coordination of Processes to Address Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

"City"

CITY OF BUCKEYE, an Arizona municipal corporation

By: _____
Eric Orsborn, Mayor

Date: September 21, 2021

ATTEST:

_____
Lucinda J Aja, City Clerk

"District"

AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216, a political subdivision of the State of Arizona

By: _____
Mark Yslas, Superintendent

Date: 8/3/21

In accordance with the requirements of ARIZ. R.EV. STAT.§ Il-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of State of Arizona.

_____
Jessica S. Sanchez, Attorney for the District

_____
Shiela Schmidt, Attorney for the City

RESOLUTION NO. 64-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BUCKEYE AND AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216 FOR SCHOOL RESOURCE OFFICER SERVICES; AND AUTHORIZING THE MAYOR, CITY MANAGER, AND POLICE CHIEF TO EXECUTE AND DELIVER SAID AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY.

WHEREAS, the City of Buckeye, Arizona and Agua Fria Union High School District No. 216 desire to enter into an Intergovernmental Agreement to provide for the assignment and funding of school resource officers from the City's Police Department;

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, as follows:

Section 1. The recital above is hereby incorporated as if fully set forth herein.

Section 2. The Intergovernmental Agreement between the City of Buckeye, Arizona and Agua Fria Union High School District No. 216 for School Resource Officer Services (the "Agreement") is hereby approved.

Section 3. The Mayor, the City Manager, the City Police Chief, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of the Agreement and all documents and other necessary or desirable instruments connected with the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 21st day of September, 2021.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

MG2:mg2 4233744.1 9/3/2021

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.Z. City of Buckeye and Buckeye Union High School District SRO IGA
DATE PREPARED: 09/16/21	**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. 63-21 approving the Intergovernmental Agreement between the City of Buckeye and Buckeye Union High School District No. 201 for school resource officer services; 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 and the District would like to enter into an agreement whereby the Buckeye Police Department will provide a sworn police officer to serve as school resource officer for the Buckeye Union High 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 to provide funding for certified police officers capable of performing SRO Service for the District. The District shall pay up to $36,600, per officer of the associated costs associated with SRO services received on a yearly basis for the ten month period covering the school year, The City shall pay 100% of the SRO's costs during the two month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City related duties.

BUDGETED:
Yes

FISCAL YEAR:
2021-2022

FUND/DEPARTMENT:
35732121-523xxx

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

ATTACHMENTS:

Buckeye Union HS IGA 21-22.pdf
RES 63-21 for IGA between City and Buckeye Union High School District for School Resource Officers.pdf

INTERGOVERNMENTAL AGREEMENT BETWEEN BUCKEYE UNION HIGH SCHOOL DISTRICT NO. 201 AND THE CITY OF BUCKEYE FOR SCHOOL RESOURCE OFFICER SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of July 1, 2021 between the City of Buckeye, an Arizona municipal corporation (the "City") and the Buckeye Union High School District No. 201, a political subdivision of the State of Arizona (the "District").

RECITALS

A. The District has funding available through its maintenance and operations budget to fund school resource officer services ("SRO Services") for Buckeye High School and Youngker High School.

B. The City has funding available through its operating budget to provide the District with trained, certified police officers capable of performing SRO Services for the District.

C. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO") to provide SRO Services at Buckeye High School and Youngker High School.

D. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 15-342 and 11-952.

E. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I - OBLIGATIONS OF THE CITY

1.1 Services to be provided.

A. The City shall provide SRO Services to the District at Buckeye High School and Youngker High School on an hourly basis, as required by the Principal, but not to exceed 40 hours per week.

B. The Buckeye Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be

temporarily assigned to duties other than SRO Services during school times when deemed necessary by the Buckeye Police Chief, in his or her sole discretion.

C. The Principal will assist the SRO Supervisor with preparation of an annual performance evaluation based upon requirements of the Buckeye Police Department Policy. The SRO shall also provide a weekly recap of law-related education, law enforcement activity and time on campus to the SRO Supervisor. This recap can be provided to the District upon request.

D. When school is not in session, including all breaks, school-observed holidays and school vacations, the City shall have full discretion to assign the SRO various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

E. In addition to the provisions of Section 3.18, the City shall, within ten business days upon request by the District, provide verification to the District of SRO's successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of successful criminal records report, etc.

F. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Buckeye Police Department SRO Program, attached here to as Exhibit A.

1.2 Accounting and Documentation. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Accounting Office prior to payment of any invoice to the City.

SECTION II - OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City - Monthly. The District shall reimburse the City monthly for the services it provides pursuant to Section I above.

A. The District shall pay up to $36,600, per officer of the costs associated with SRO Services received on a yearly (half of yearly salary plus actual cost of employer-paid benefits) basis for the ten-month period covering the school year; the City shall pay 100% of the SRO's costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties. The SRO's time spent at Buckeye Union High School and Younkger High School, including all overtime, must be substantiated by time cards and approved by the high school's Principal. The District shall pay 100% of any SRO overtime worked on school-related investigations. The SRO must seek approval from the appropriate Buckeye Police Department supervisor before working on school-related overtime.

B. The District will not pay for any SRO Services for any one or two week-long school breaks in November, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO.

C. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRO-Related Training. The District shall pay $1,000.00 per each officer during the term of this Agreement toward the annual conference costs for each of the SROs that provides SRO Services to receive and maintain certification by the National Association of School Resource Organizations.

2.4 Non-Interference by District. No District or Buckeye Union High School and Youngker High School, administrator shall interfere with an SRO's sworn law enforcement duties.

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law, each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and that result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be for one year from July 1, 2021 until June 30, 2022, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel. The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Buckeye Police Officer.

3.4 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. The City, its employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.5 Records. Both parties shall maintain the records required in this Agreement in accordance with the Arizona Public Records retention requirements.

3.6 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days' written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and upon the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date, which the District shall pay invoices within 30 days thereafter.

3.7 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement 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:

If to the City:	City of Buckeye 530 E. Monroe Avenue Buckeye, AZ 85326 Attn: Roger Klingler, City Manager
With copy to:	Gust Rosenfeld, P.L.C. One East Washington Street, Suite 1600 Phoenix Arizona 85004-2553 Attn: Shiela B. Schmidt, Esq
Ifto the District:	Buckeye Union High School District No. 201 1000 E Narramore Avenue Buckeye, AZ 85326 Attn: Dr. Steve Bebee, Superintendent
With a copy to:	Hufford, Horstman, Mongini, Parnell & Tucker P.C. 125 E Elm Ave Flagstaff, AZ 86001 Attn: Nathan Schott, Esq.

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.

3.8 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.9 Program Continuation Subject to Appropriation. The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Governing Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.10 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.12 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.13 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

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

3.14 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of

1974 and any subsequent amendments thereto.

3.15 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which are incorporated herein by reference, mandating non• discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.16 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.17 E-Verifv. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ.. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Fingerprinting Requirements. The parties shall comply with the fingerprinting requirements of ARIZ. REV. STAT. § 15-512 unless otherwise exempted.

3.19 Coordination of Processes to Address Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

"City"

CITY OF BUCKEYE, an Arizona municipal corporation

By: _____
Eric Orsborn, Mayor

Date: _____

ATTEST:

_____
Lucinda J Aja, City Clerk

"District"

BUCKEYE UNION HIGH SCHOOL DISTRICT NO. 201 , a political subdivision of the State of Arizona

By: _____
Dr. Steve Bebee, Superintendent

Date: 7-12-21

In accordance with the requirements of ARIZ. R.EV. STAT.§ Il-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of State of Arizona.

_____
Nathan Schott, Attorney for the District

_____
Shiela Schmidt, Attorney for the City

RESOLUTION NO. 63-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BUCKEYE AND BUCKEYE UNION HIGH SCHOOL DISTRICT NO. 201 FOR SCHOOL RESOURCE OFFICER SERVICES; AND AUTHORIZING THE MAYOR, CITY MANAGER, AND POLICE CHIEF TO EXECUTE AND DELIVER SAID AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY.

WHEREAS, the City of Buckeye, Arizona and the Buckeye Union High School District No. 201 desire to enter into an Intergovernmental Agreement to provide for the assignment and funding of school resource officers from the City's Police Department;

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, as follows:

Section 1. The recital above is hereby incorporated as if fully set forth herein.

Section 2. The Intergovernmental Agreement between Buckeye Union High School District No. 201 and the City of Buckeye for School Resource Officer Services (the "Agreement") is hereby approved.

Section 3. The Mayor, the City Manager, the City Police Chief, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of the Agreement and all documents and other necessary or desirable instruments connected with the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 21st day of September, 2021.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
Shiela B. Schmidt, City Attorney

MG2:mg2 4233696.1 9/3/2021

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.AA. City Code chapter 6 - Amendment to animal control ordinance and civil citation penalties
DATE PREPARED: 09/16/21	**DISTRICT NO.:** ALL
STAFF LIAISON: Marcia Story-Greco, Code Enforcment Supervisor, mstory@buckeyeaz.gov, (623) 349-6622	
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 Ordinance No. 14-21 amending the Buckeye City Code of Ordinances, Chapter 6, Animal Regulations, Article 6-1, Animal Control, by amending Section 6-1-19, Violation; Classification; related to Animal Regulations Violations; providing for repeal of conflicting ordinances; providing for severability; and providing for penalties.

RELEVANT GOALS:
GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:
Chapter 6 in the City Code pertains to Animal Control Ordinances, which involve animal noises, keeping livestock (including chickens), dog kennels/kennel permits, dog biting, confinement in vehicles, etc. Currently, any animal violation that needs enforcement can only be charged as a Criminal offense, which is a long and lengthy process, if it is even accepted by the Prosecutor. This new proposed amendment to Chapter 6 of the City Code will allow animal code violations to be issued civil citations into court with very specific fines, depending on the number of times a defendant has been in court for the same charge(s). It will also still allow for a criminal charge to be cited for those offenses which are deemed more serious or a defendant continues to violate City Code after numerous times in civil court. Civil penalties range from $150 and not exceeding $2,500 for a first offense, $300 and not exceeding $2,500 for a second offense, and $500 and not exceeding $2,500 for a third and subsequent offense. After having been found responsible for three or more civil offenses within a 24 month period, the offender can be charged with a misdemeanor. If found guilty of the misdemeanor, the penalty ranges from $500 and not exceeding $2,500, or imprisonment for a period not to exceed six months, or can receive both a fine and imprisonment. The appeal process will follow whatever the courts already have in place for an appeal to a Judge's ruling.

BENEFITS:
The change to City Code will allow all animal code violations to be issued civil citations in court with very specific fines, depending on the number of times a defendant has been in court on the same charge(s).

FUTURE ACTION:

No future action is required

FINANCIAL IMPACT STATEMENT:
Fines from enforcement of City Code chapter 6 violation will go to the City general fund.

CURRENT FISCAL YEAR TOTAL COST:
none

BUDGETED:
Yes

FISCAL YEAR:
2021

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
ORD 14-21 City Code of Ordinances, Chapter 6 Animal Regulations.pdf

WHEN RECORDED, RETURN TO:

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

ORDINANCE NO. 14-21

AN ORDINANCE OF THE CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA, AMENDING THE BUCKEYE CITY CODE OF ORDINANCES, CHAPTER 6, ANIMAL REGULATIONS, ARTICLE 6-1, ANIMAL CONTROL, BY AMENDING SECTION 6-1-19, VIOLATION; CLASSIFICATION; RELATED TO ANIMAL REGULATIONS VIOLATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PENALTIES.

WHEREAS, the City of Buckeye (the "City") desires to amend Section 6-1-19, Violation; Classification, of the Buckeye City Code; and

WHEREAS, the Mayor and Council of the City of Buckeye, Arizona (the "City Council") have determined that it is in the best interest of the City and of the health, safety, and welfare of animals therein to provide reasonable regulations for the protection of said animals.

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

Section 1. The recitals set forth above are hereby incorporated as if fully set forth herein.

Section 2. That Chapter 6, Animal Regulations, Article 6-1, Animal Control, of the Buckeye City Code is hereby amended by deleting Section 6-1-19, Violation; Classification, in its entirety and replacing it with the following:

6-1-19 – Violation; Classification

A. Except as otherwise provided in this chapter, a violation of any provision of this chapter shall be a civil offense and subject to civil penalties. A person found to be responsible for a violation of any provision of this chapter shall be subject to civil penalties in an amount not less than $150.00 and not exceeding $2,500.00 for a first offense, not less than $300.00 and not exceeding $2,500.00 for a second offense, and not less than $500.00 and not exceeding $2,500.00 for a third and subsequent offense. Each day that a violation continues shall constitute a separate civil offense.

B. After having been found responsible for committing three or more civil offenses of the same code provision in any 24-month period, whether by admission, by payment of the fine, by default, or by judgment after hearing, a person is a habitual offender and may be charged with a Class I misdemeanor. For purposes of calculating the 24-month period under this subsection, the dates of the commission of the offenses shall be used. Any person found guilty of a Class I misdemeanor under this subsection shall be punished by a fine of not less than $500.00 nor more than $2,500.00, exclusive of penalty assessments prescribed by law or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense punishable as hereinabove described.

Section 3. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Buckeye City Code are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or any part of the Buckeye City Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. Violations of this Ordinance are subject to the following penalties:

A. Except as otherwise provided in this chapter, a violation of any provision of this chapter shall be a civil offense and subject to civil penalties. A person found to be responsible for a violation of any provision of this chapter shall be subject to civil penalties in an amount not less than $150.00 and not exceeding $2,500.00 for a first offense, not less than $300.00 and not exceeding $2,500.00 for a second offense, and not less than $500.00 and not exceeding $2,500.00 for a third and subsequent offense. Each day that a violation continues shall constitute a separate civil offense.

B. After having been found responsible for committing three or more civil offenses of the same code provision in any 24-month period, whether by admission, by payment of the fine, by default, or by judgment after hearing, a person is a habitual offender and may be charged with a Class I misdemeanor. For purposes of calculating the 24-month period under this subsection, the dates of the commission of the offenses shall be used. Any person found guilty of a Class I misdemeanor under this subsection shall be punished by a fine of not less than $500.00 nor more than $2,500.00, exclusive of penalty assessments prescribed by law or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense punishable as hereinabove described.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 21st day of September, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B Schmidt, City Attorney

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 6.AB. Non-profit Community Funding sub-committee's recommendations.
DATE PREPARED: 09/16/21	**DISTRICT NO.:** ALL
STAFF LIAISON: Christine Grundy, Assistant to the Mayor, cgrundy@buckeyeaz.gov, (623) 349-6949	
DEPARTMENT: Mayor & Council	**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 non-profit community funding sub-committee's recommendations to award funds to various non-profits that serve Buckeye residents, in an amount non to exceed $65,000.

RELEVANT GOALS:
GOAL 2: Enhanced Economic Well-Being and Vitality

SUMMARY

PROJECT DESCRIPTION:
For fiscal year 21/22, $65,000 is allocated for non-profit organizations that provide services to residents in the City of Buckeye. Eleven applications were received, requesting $164, 057.53 collectively. The applications were reviewed by a subcommittee comprised of elected officials including: Mayor Eric Orsborn, Councilmember Jeanine Guy, and Councilmember Craig Heustis and city staff Phil Yabes and Maria Riebs. The subcommittee recommends funding the following organizations:

Organization	**Recommended Funding Amount**
A New Leaf	$2,500
All Faith Community Services	$25,000
Buckeye Lions Foundation	$2,000
Buckeye Police Foundation	$11,000
Buckeye Daughters of The American Revolution	$2,208
Homeless Youth Connection	$5,000
SCOSIC Meals of Joy	$4,792
Sounds of Autism	$2,500
Youth 4 Youth	$10,000
	$65,000

BENEFITS:
This program provides local organizations an opportunity to apply for funds to maintain or expand services to Buckeye residents.

FUTURE ACTION:
Once approved by City Council, staff will submit check requests to the Finance Department. Notifications and checks will be sent to the awarded organizations by October 1, 2021. Awarded

organizations are required to give a complete financial accounting of the awarded funds by June 30, 2022.

FINANCIAL IMPACT STATEMENT:
Funds are allocated in the FY 21/22 Budget.

CURRENT FISCAL YEAR TOTAL COST:
$65,000.

BUDGETED:
Yes

FISCAL YEAR:
2021/2022

FUND/DEPARTMENT:
10001100-520038

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: 09/21/21	**AGENDA ITEM:** 6.AC. PLZV-20-00022-Verrado Thomas Road and Acacia Way-Replat
DATE PREPARED: 09/16/21	**DISTRICT NO.:** 6
STAFF LIAISON: Sean Banda, Senior Planner, sbanda@buckeyeaz.gov, (623) 349-6215	
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 the Thomas Road and Acacia Way Replat generally located along the Tuthill Alignment and between Indian School Road and Thomas Road within the Verrado Community Master Plan (CMP).

RELEVANT GOALS:
GOAL 3: A Well-Planned Urban Community

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

SUMMARY

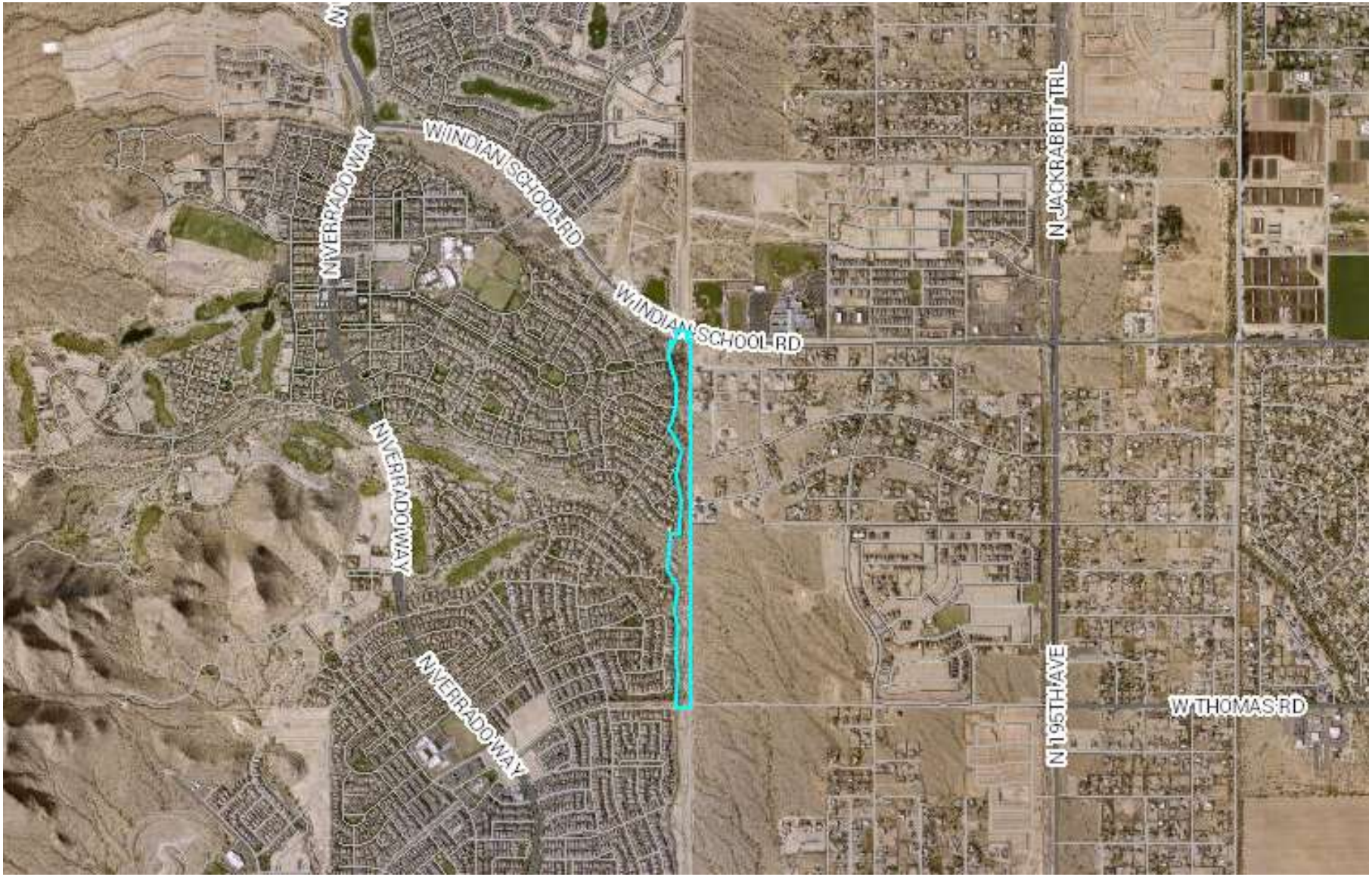
PROJECT DESCRIPTION:
The Thomas Road and Acacia Way Replat, generally located along the Tuthill Alignment and between Indian School Road and Thomas Road within the Verrado Community Master Plan (CMP). This Replat along the eastern boundary of the Verrado CMP will dedicate right-of-way on Thomas Road, create a drainage tract, PUE and landscape tracts. This Replat will complete the Thomas Road connection east from Acacia within the Verrado CMP.

BENEFITS:
This Replat will connect Thomas Road within the Verrado CMP and will ultimately provide a connection to Jackrabbit Trail/195th Avenue.

FUTURE ACTION:
No further action from Council is required.

FINANCIAL IMPACT STATEMENT:
NA

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Vicinity Map.pdf
PLZV-20-00022 Final Plat Narrative.docx.pdf
2R-PLZV-20-00022-Verrado-Thomas Road-Final Plat.pdf


W INDIAN SCHOOL RD
N VERRADO WAY
W INDIAN SCHOOL RD
N JACKRABBIT TRL
N VERRADO WAY
N VERRADO WAY
N 195TH AVE
W THOMAS RD

TIFFANY & BOSCO P.A.

Verrado

Thomas Road & Acacia Way

Final Plat

Narrative

08/24/2020

Background

The following final plat will complete Verrado's portion of Thomas Road within Verrado from Acacia Way to the eastern boundary of the master planned community. The final plat proposes to replat portions of already approved and recorded previous plats in this area of Verrado. This final plat extends from Indian School Road on the north to Thomas Road on the south and includes the tract containing the Tuthill Wash, east of the Acacia Way right-of-way. The final plat will replat all of Tract L for the final Plat of Phase 1 of Verrado and also replat all of Parcel B of Phase 3 South, Phase C.

Request

Currently, Thomas Road within Verrado extends east from Verrado Way to where it intersects with Acacia Way. Thomas Road ends at Acacia Way as the land east of Verrado has not developed providing a need to construct the roadway to the eastern boundary of the community. As development begins to occur, east of Verrado, a connection will be required in the near future across the Tuthill Wash. This plat sets forth the right-of-way for Thomas Road and provides a closure for the Tuthill Wash, north of Thomas Road. This final plat provides for the completion of Thomas Road east from Acacia Way. The Tuthill Wash tract will be re-platted with this submittal. Thomas Road will include a wash crossing over the Tuthill Wash.

TIFFANY & BOSCO P.A.

Summary

The proposal is to final plat the Thomas Road alignment east of Acacia Way in Verrado. The plat includes the large tract that encompasses the Tuthill Wash north of Thomas Road to the Indian School Road right-of-way. Once approved, Thomas Road will provide another east/west major roadway through Verrado.

VERRADO®

BUCKEYE, ARIZONA

THOMAS ROAD AND ACACIA WAY

FINAL PLAT

A REPLAT OF ALL OF TRACT L OF THE FINAL PLAT FOR VERRADO PHASE 1, ACCORDING TO BOOK 612 OF MAPS, PAGE 39, ALL OF PARCEL B OF VERRADO PHASE 3 SOUTH, PHASE C ACCORDING TO BOOK 1166 OF MAPS, PAGE 44, OFFICIAL RECORDS OF MARICOPA COUNTY, LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19, THE EAST HALF OF SECTION 30 AND THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA & SALT RIVER MERIDIAN, CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:
THAT FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY, BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. B176 ("TRUSTEE"), DMB WHITE TANK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND VERRADO ASSEMBLY, AN ARIZONA NONPROFIT CORPORATION, EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, IF ANY, AS OWNERS OF THE LAND DESCRIBED HEREIN, HAVE SUBDIVIDED UNDER THE NAME OF "THOMAS ROAD AND ACACIA WAY", A REPLAT OF TRACT L OF THE FINAL PLAT FOR VERRADO PHASE 1, ACCORDING TO BOOK 612 OF MAPS, PAGE 39, PARCEL B OF VERRADO PHASE 3 SOUTH, PHASE C ACCORDING TO BOOK 1166 OF MAPS, PAGE 44, OFFICIAL RECORDS OF MARICOPA COUNTY, LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19, THE EAST HALF OF SECTION 30 AND THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA & SALT RIVER MERIDIAN, CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON, AND HEREBY PUBLISH THIS FINAL PLAT AS AND FOR THE PLAT OF SAID "THOMAS ROAD AND ACACIA WAY" AND HEREBY DECLARE THAT THIS FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE STREETS, TRACTS, AND EASEMENTS CONSTITUTING SAME AND THAT THE TRACTS, STREETS AND EASEMENTS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT AND THAT OWNERS, HEREBY DEDICATES TO THE PUBLIC FOR USE AS SUCH THE PUBLIC STREETS AND PUBLIC EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

THE TERMS AND CONDITIONS OF THE FOREGOING DEDICATION OF PUBLIC STREETS ARE HEREBY MADE SUBJECT TO THE PROVISIONS OF THAT CERTAIN DEDICATION, EASEMENT AND MAINTENANCE AGREEMENT (VERRADO) RECORDED AS DOCUMENT NO. 2013-0590799 MCR, AS SAME MAY BE AMENDED FROM TIME TO TIME (THE "DEMA") INCLUDING THE TERMS AND CONDITIONS OF CERTAIN EASEMENTS AND RIGHTS RESERVED FROM SUCH DEDICATION, THE TERMS AND CONDITIONS OF PUBLIC STREETS ARE HEREBY MADE SUBJECT TO THE PROVISIONS OF THE DEMA RELATIVE TO "RIGHT-OF-WAY" OR "R.O.W." AND SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO AS ARE SPECIFICALLY SET FORTH IN SECTION 1.1 OF THE DEMA, THE DEMA IS INCORPORATED HEREIN AS SET FORTH IN ITS ENTIRETY. IT IS INTENDED THAT THIS PLAT AND THE DEMA BE READ TOGETHER TO THE EXTENT OF ALL APPLICABLE PROVISIONS OF THE DEMA.

ALL AREAS DESIGNATED HEREON AS "P.U.E.", OR "PUBLIC UTILITY EASEMENT", SHALL BE UTILIZED ONLY FOR THE PURPOSES, AND SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, SET FORTH IN SECTION 2.4 OF THE DEMA AS IF THE EASEMENTS WERE CREATED UNDER THE DEMA.

OWNERS , EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, IF ANY, HEREBY GRANT TO THE CITY OF BUCKEYE, FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL "LANDSCAPE/SIDEWALK EASEMENT" OVER, UNDER, UPON AND ACROSS EACH OF TRACTS A, B AND C, AND EACH SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.6 OF THE DEMA, AS IF SAID TRACTS WERE LABELED A "LANDSCAPE/SIDEWALK EASEMENT" DESCRIBED IN SECTION 2.6 AND SAID EASEMENTS WERE CREATED UNDER THE DEMA.

OWNERS , EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, IF ANY, HEREBY GRANT TO THE CITY OF BUCKEYE, FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL "LANDSCAPE EASEMENT" OVER, UNDER, UPON AND ACROSS EACH OF TRACTS A, B AND C, AND EACH SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.5 OF THE DEMA, AS IF SAID TRACTS WERE LABELED A "LANDSCAPE EASEMENT" DESCRIBED IN SECTION 2.5 AND SAID EASEMENTS WERE CREATED UNDER THE DEMA.

OWNERS , EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, IF ANY, HEREBY GRANT TO THE CITY OF BUCKEYE, FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL RETENTION EASEMENT OVER, UPON AND ACROSS TRACT A AND SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.3 OF THE DEMA, AS IF SAID TRACT WAS LABELED A "RETENTION TRACT" DESCRIBED IN SECTION 2.3 AND SAID EASEMENT WAS CREATED UNDER THE DEMA.

OWNERS , EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, IF ANY, HEREBY GRANT TO THE CITY OF BUCKEYE, FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL "DRAINAGE EASEMENT" OVER, UNDER, UPON AND ACROSS TRACT A AND SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.2 OF THE DEMA, AS IF SAID TRACT WAS LABELED "A DRAINAGE EASEMENT" DESCRIBED IN SECTION 2.2 AND SAID EASEMENT WAS CREATED UNDER THE DEMA.

OWNERS , EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, IF ANY, HEREBY GRANT TO EPCOR WATER ARIZONA INC., AN ARIZONA CORPORATION A SEPARATE PERPETUAL WATER EASEMENT OVER, UNDER, UPON AND ACROSS TRACT A AND ALL AREAS DESIGNATED HEREON AS "W.E.", OR WATER EASEMENT, SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE WATER LINE EASEMENT RECORDED AS INSTRUMENT NO. 2012-0714757, MCR, AS IF SAID AREAS WERE EASEMENT PREMISES THEREUNDER.

OWNERS , EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, IF ANY, HEREBY GRANT TO EPCOR WATER ARIZONA INC., AN ARIZONA CORPORATION ("EPCOR") A SEPARATE PERPETUAL SEWER EASEMENT OVER, UNDER, UPON AND ACROSS TRACT A AND ALL AREAS DESIGNATED HEREON AS "S.E.", OR SEWER EASEMENT, SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE WASTEWATER LINE EASEMENT RECORDED AS INSTRUMENT NO. 2012-0715735, MCR, AS IF SAID AREAS WERE EASEMENT PREMISES THEREUNDER.

OWNERS , EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, IF ANY, HEREBY GRANT TO THE CITY OF BUCKEYE, FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL VISIBILITY TRIANGLE EASEMENT OVER, UPON AND ACROSS ALL AREAS DESIGNATED HEREON AS "V.T.E." OR "VISIBILITY TRIANGLE EASEMENT" AND EACH SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.7 OF THE DEMA, AS IF THE VISIBILITY TRIANGLE EASEMENTS WERE CREATED UNDER THE DEMA.

OWNERS , EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, IF ANY, HEREBY GRANT TO THE CITY OF BUCKEYE, FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL SIGHT VISIBILITY EASEMENT OVER, UPON AND ACROSS ALL AREAS DESIGNATED HEREON AS "S.V.E." OR "SIGHT VISIBILITY EASEMENT" AND EACH SUCH EASEMENT AREA SHALL BE UTILIZED ONLY FOR THE PURPOSES, AND SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.8 OF THE DEMA. AS IF THE SIGHT VISIBILITY EASEMENTS WERE CREATED UNDER THE DEMA.

OWNERS , EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, IF ANY, HEREBY GRANT TO SOUTHWEST GAS CORPORATION, A CALIFORNIA CORPORATION ("SW GAS"), A SEPARATE EASEMENT FOR INSTALLATION AND MAINTENANCE OF NATURAL GAS PIPELINE OR PIPELINES AND APPURTENANCES OVER, UPON, AND ACROSS ALL AREAS DESIGNATED HEREON AS P.U.E. OR PUBLIC UTILITY EASEMENT AND ALL TRACTS REFLECTED HEREON, BUT ONLY TO THE EXTENT WITHIN AREAS CONTEMPLATED BY THE FINAL APPROVED APPLICABLE SW GAS IMPROVEMENT PLANS FOR THE SUBDIVISION, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE GRANT OF EASEMENT RECORDED AS INSTRUMENT NO. 2017 0294149, MCR AS IF SAID AREAS WERE EASEMENT PROPERTY THEREUNDER.

IN WITNESS HEREOF:

FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY, BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. B176 ("TRUSTEE"), DMB WHITE TANK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND VERRADO ASSEMBLY, AN ARIZONA NONPROFIT CORPORATION, EACH AS TO ITS OWN LEGAL INTEREST IN THE LAND DESCRIBED HEREIN, IF ANY, AS OWNERS OF THE LAND DESCRIBED HEREIN, HAVE HEREUNTO CAUSED THEIR NAMES TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED DULY AUTHORIZED OFFICERS. THE NAMES AND ADDRESSES OF THE BENEFICIARIES OF FIDELITY NATIONAL TITLE INSURANCE COMPANY TRUST NO. B176 ARE SET FORTH IN THE INSTRUMENT RECORDED AS INSTRUMENT NO. 2013-1028199 M.C.R.

FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY, BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. B176 ("TRUSTEE")

BY: _____

ITS: _____

DMB WHITE TANK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

VERRADO ASSEMBLY, AN ARIZONA NONPROFIT CORPORATION

BY: _____

ITS: _____

2nd Submittal
PLZV-20-00022
RECEIVED
27 MAY 2021
CITY OF BUCKEYE by: SS

CONSENT OF LIENHOLDER

THE UNDERSIGNED, BEING THE BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST AND FIXTURE FILING (WITH ASSIGNMENT OF RENTS AND SECURITY AGREEMENT) (THE "DEED OF TRUST") EXECUTED BY DMB WHITE TANK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TRUSTOR, FOR THE BENEFIT OF BENEFICIARY, AND RECORDED ON SEPTEMBER 25, 2006, AS DOCUMENT NO. 20061265884, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, HEREBY: (I) RATIFIES, APPROVES, CONSENTS TO AND AGREES TO BE BOUND BY THE TERMS OF THIS PLAT.

CATERPILLAR FOUNDATION,
AN ILLINOIS NOT-FOR-PROFIT CORPORATION

FIDELITY NATIONAL TITLE INSURANCE COMPANY,
A CALIFORNIA CORPORATION, ITS ATTORNEY-IN-FACT

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 20__, BY _____, THE _____ OF FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, AS ATTORNEY-IN-FACT FOR AND ON BEHALF OF CATERPILLAR FOUNDATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES_____

ACKNOWLEDGMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__, BY _____ THE _____ OF FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY, BUT SOLELY AS TRUSTEE OF ITS TRUST NO. B176, ON BEHALF THEREOF.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES_____

ACKNOWLEDGMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__, BY _____ THE _____ OF DMB WHITE TANK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ON BEHALF THEREOF.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES_____

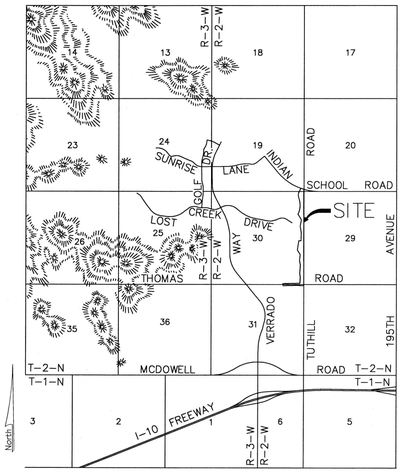
ACKNOWLEDGMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__, BY _____ THE _____ OF VERRADO ASSEMBLY, AN ARIZONA NONPROFIT CORPORATION, ON BEHALF THEREOF.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES_____



VICINITY MAP

SHEET INDEX

SHEET 1: COVER
SHEET 2: AREA, NOTES, FLOOD ZONE, BASIS OF BEARING, REFERENCES, OWNERS, DEVELOPER, SURVEYOR, ENGINEER
SHEET 3: PLAT SHEET, RECORD EASEMENTS, SDE DEDICATION
SHEET 4: PLAT SHEET, RECORD EASEMENTS
SHEET 5: PLAT SHEET, RECORD EASEMENTS
SHEET 6: PLAT SHEET, RECORD EASEMENTS
SHEET 7: PLAT SHEET, RECORD EASEMENTS

RATIFICATION AND APPROVAL

THE UNDERSIGNED, DULY ELECTED _____, ON BEHALF OF THE BOARD OF DIRECTORS OF THE VERRADO COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION, AS REQUIRED BY THE CHARTER, RATIFIES AND APPROVES THIS PLAT AND APPROVES ALL DESIGNATIONS OF AREAS OF COMMON RESPONSIBILITY SET FORTH HEREIN.

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF_____, 20__, BY _____, THE _____ OF VERRADO COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION, ON BEHALF OF THE NONPROFIT CORPORATION.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES_____

CERTIFICATION

I, JASON SEGNERI OF SURVEY INNOVATION GROUP, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP OR PLAT CONSISTING OF 7 SHEETS REPRESENTS A SURVEY PERFORMED BY SURVEY INNOVATION GROUP, INC., DURING THE MONTH OF AUGUST, 2020, THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A.
SEGNERI
4/8/21
PAUL BUNYAN
ARIZONA U.S.A.

EXP 3/31/22

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, ON THIS _____ DAY OF _____ 20_____.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

I CERTIFY THAT THIS SUBDIVISION PLAT SUBSTANTIALLY CONFORMS TO THE VERRADO (FORMERLY CATERPILLAR) COMMUNITY MASTER PLAN APPROVED BY THE CITY OF BUCKEYE AND INCORPORATED BY REFERENCE INTO THAT CERTAIN PRE-ANNEXATION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BUCKEYE AND DMB WHITE TANK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY. RECORDED AS DOCUMENT NO. 99-1071208, M.C.R. (THE "CMP"), INCLUDING ALL MAJOR AND MINOR AMENDMENTS THERETO, AND ARE SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE SUBDIVIDED.

DATE: _____
DEVELOPMENT SERVICES DIRECTOR

I CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS OF THE CMP, INCLUDING ALL MAJOR AND MINOR AMENDMENTS THERETO, HAVE BEEN COMPLIED WITH.

DATE: _____
BUCKEYE CITY ENGINEER

DMB
SIG
SURVEY INNOVATION GROUP, INC
Land Surveying Services
22425 N. 16TH STREET, SUITE 1
PHOENIX, AZ 85024
PHONE (480) 922-0780 - FAX (480) 922-0781

VERRADO®
Buckeye, Arizona
THOMAS ROAD AND ACACIA WAY
FINAL PLAT

DATE
REVISION

PLZV-20-00022

Date: 11/18/20
Project: 16-067
File: PLAT
Scale: N.T.S.

SHEET
1 OF 7

1203

NOTES

1. THE LAND DESCRIBED HEREIN IS OR WILL BE SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND OTHER PROVISIONS CONTAINED IN THAT CERTAIN COVENANT FOR COMMUNITY FOR VERRADO RECORDED IN DOCUMENT NO. 2003-0531387, MCR, AS SAME MAY BE AMENDED FROM TIME TO TIME, AND IS OR WILL BE SUBJECT TO THAT CERTAIN COMMUNITY CHARTER FOR VERRADO (THE "CHARTER") RECORDED AS DOCUMENT NO. 2002-1008906, MCR, AS SAME MAY BE AMENDED FROM TIME TO TIME. PURSUANT TO THE CHARTER THE VERRADO COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION (THE "ASSOCIATION") WAS FORMED TO, AMONG OTHER THINGS; GOVERN THE USE AND MAINTENANCE OF ALL PORTIONS OF THE "VILLAGE" AS DEFINED IN THE CHARTER. TRACTS A, B AND C ARE AREAS OF COMMON RESPONSIBILITY.

2. CONSTRUCTION WITHIN UTILITY EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES SHALL BE LIMITED TO WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING AND MUST BE IN CONFORMANCE WITH THE CHARTER.

3. ALL SETBACKS SHALL CONFORM TO THE CMP, INCLUDING ALL MAJOR AND MINOR AMENDMENTS THERETO.

4. ALL COMMON AREA TRACTS, IF ANY, AND TRACTS IDENTIFIED AS AREAS OF COMMON RESPONSIBILITY SHALL BE CONVEYED TO THE ASSOCIATION OR THE VERRADO ASSEMBLY, AN ARIZONA NONPROFIT CORPORATION, AND SHALL BE MAINTAINED AS AREAS OF COMMON RESPONSIBILITY BY THE ASSOCIATION AND SHALL NOT BE ACCEPTED FOR MAINTENANCE OR OWNERSHIP BY THE CITY.

6. THE LAND DESCRIBED IN THIS PLAT IS SUBJECT TO THAT CERTAIN·DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RELATING TO 'TELECOMMUNICATIONS RECORDED AS DOCUMENT NO. 2002-1008905, MCR, AS SAME MAY BE AMENDED FROM TIME TO TIME.

7. REFERENCE THE "RESULTS OF SURVEY, VERRADO" RECORDED IN BOOK 602, PAGE 30, MCR, FOR THE DOCUMENTATION REGARDING THE BASIS OF BEARING FOR THIS PLAT, THE PROJECT BOUNDARY FOR VERRADO AND RELATED SECTION CORNER AND SECTION LINE INFORMATION.

8. NO TREES ARE ALLOWED WITHIN THE VISIBILITY TRIANGLE EASEMENT AREA. NO OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS ALLOWED WITHIN THE VISIBILITY TRIANGLE EASEMENT AREA. TREE CANOPIES OVERHANGING THE VISIBILITY TRIANGLE EASEMENT AREA SHALL BE KEPT TRIMMED TO A HEIGHT OF NO LESS THAN 7'.

9. NO OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24"IN HEIGHT IS ALLOWED WITHIN THE SIGHT VISIBILITY EASEMENT AREA. TREE CANOPIES OVERHANGING OR WITHIN THE SIGHT VISIBILITY EASEMENT AREA SHALL BE KEPT TRIMMED TO A HEIGHT OF NO LESS THAN 7'.

10. ALL CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED, BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT AT TIME OF CONSTRUCTION.

11. IT IS THE RESPONSIBILITY OF THE ASSOCIATION TO TRIM TREES ON ITS PROPERTY AND OVER THE ADJACENT ROADWAY TO ALLOW FOR THE REQUIRED CLEARANCE ABOVE THE PAVEMENT.

12. DEVELOPMENT WITHIN THIS SUBDIVISION WILL COMPLY WITH APPLICABLE FIRE CODES REGARDING FIRE SUPPRESSION PURSUANT TO CITY OF BUCKEYE CITY CODE 15-2-10, SECTION 903.2.8.

13. THE TRACTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT.

OWNER/DEVELOPER

DMB WHITE TANK, LLC
6263 N. SCOTTSDALE ROAD, SUITE 330,
SCOTTSDALE, AZ 85250
PH: (480) 367-7000
CONTACT: DAVID NILSEN
DNILSEN@DMBINC.COM

OWNER

VERRADO ASSEMBLY,
AN ARIZONA NONPROFIT CORPORATION
6263 N. SCOTTSDALE ROAD, SUITE 330,
SCOTTSDALE, AZ 85250
PH: (480) 367-7000
CONTACT: DAVID NILSEN
DNILSEN@DMBINC.COM

OWNER

FIDELITY NATIONAL TITLE INSURANCE COMPANY
TRUST NO. B176
14000 N. PIMA ROAD, SUITE 100
SCOTTSDALE, AZ 85260
PH: (480) 214-4523
CONTACT: BRENDA TUCSON, TRUSTEE
BRENDA.TUCSON@FNF.COM

SURVEYOR

SURVEY INNOVATION GROUP
22425 N. 16TH STREET, SUITE 1
PHOENIX, ARIZONA 85260
PHONE: (480) 922-0780
CONTACT: JASON SEGNERI, RLS
JASONS@SIGSURVEYAZ.COM

ENGINEER

LAND DEVELOPMENT ENGINEERING, LLC
3420 E. SHEA BOULEVARD, SUITE 156
PHOENIX, AZ 85028
PHONE: (602) 396-5700
CONTACT: JONATHON STANSEL, P.E.
JSTANSEL@LDEAZ.COM

BASIS OF BEARING

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN AS SHOWN ON THE "RESULTS OF SURVEY VERRADO" RECORDED IN BOOK 602, PAGE 30, MCR SAID LINE BEARS S89°24'43"W.

AREA

PARCEL CONTAINS 1,347,730 SQUARE FEET OR 30.940 ACRES, MORE OR LESS.

REFERENCE DOCUMENTS

1. FINAL PLAT FOR VERRADO: VERRADO PHASE 1 BOOK 612 OF MAPS, PAGE 39
2. FINAL PLAT VERRADO PHASE 3 SOUTH, PHASE C BOOK 1166 OF MAPS, PAGE 44

FLOOD ZONE INFORMATION

THE MARICOPA COUNTY, ARIZONA AND INCORPORATED AREAS FLOOD INSURANCE RATE MAP (F.I.R.M.) PANEL NUMBERS 04013C2130 L DATED OCTOBER 16, 2013 INDICATED THAT THE PROJECT FALLS WITHIN "SHADED" ZONE X AND ZONE AE.

"SHADED" ZONE X IS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AS:

AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

ZONE AE
THE BASE FLOODPLAIN WHERE BASE FLOOD ELEVATIONS ARE PROVIDED. AE ZONES ARE NOW USED ON NEW FORMAT FIRMS INSTEAD OF A1-A30 ZONES

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A. SEGNERI
3/31/21
ARIZONA U.S.A.

Exp 3/31/22

DMB

SIG
SURVEY INNOVATION GROUP, INC
Land Surveying Services
22425 N. 16TH STREET, SUITE 1
PHOENIX, AZ 85024
PHONE (480) 922-0780 - FAX (480) 922-0781

VERRADO®
Buckeye, Arizona
THOMAS ROAD AND ACACIA WAY
FINAL PLAT

REVISION	DATE

Date: 11/18/20
Project: 16-067
File: PLAT
Scale: N.T.S.

SHEET
2 OF 7

PLZV-20-00022

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	1°46'22"	1000.00'	30.94'	N89°42'06"W 30.94'
C2	1°46'22"	1000.00'	30.94'	N89°42'06"W 30.94'
C3	6°54'18"	2147.00'	258.75'	S85°57'34"W 258.59'
C4	24°47'51"	35.00'	15.15'	N84°43'36"W 15.03'
C5	16°46'21"	35.00'	10.25'	N64°05'00"W 10.21'
C6	0°50'17"	2269.00'	33.19'	N82°42'21"E 33.19'
C7	6°17'13"	1354.50'	148.63'	N86°16'06"E 148.55'
C8	1°46'22"	1000.00'	30.94'	S88°31'32"W 30.94'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C9	1°46'22"	1000.00'	30.94'	N88°31'32"E 30.94'
C13	88°13'35"	4.00'	6.16'	S44°42'07"E 5.57'
C14	88°13'40"	4.00'	6.16'	S43°31'31"W 5.57'
C15	7°36'31"	300.00'	39.84'	N82°58'01"E 39.81'
C16	2°26'19"	300.00'	12.77'	N77°56'36"E 12.77'
C17	12°41'16"	300.00'	66.43'	N83°04'05"E 66.30'
C23	5°17'57"	2200.00'	203.47'	S85°09'23"W 203.40'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N82°41'27"E	14.29'
L2	N7°07'31"W	28.00'
L3	N7°29'53"W	7.09'

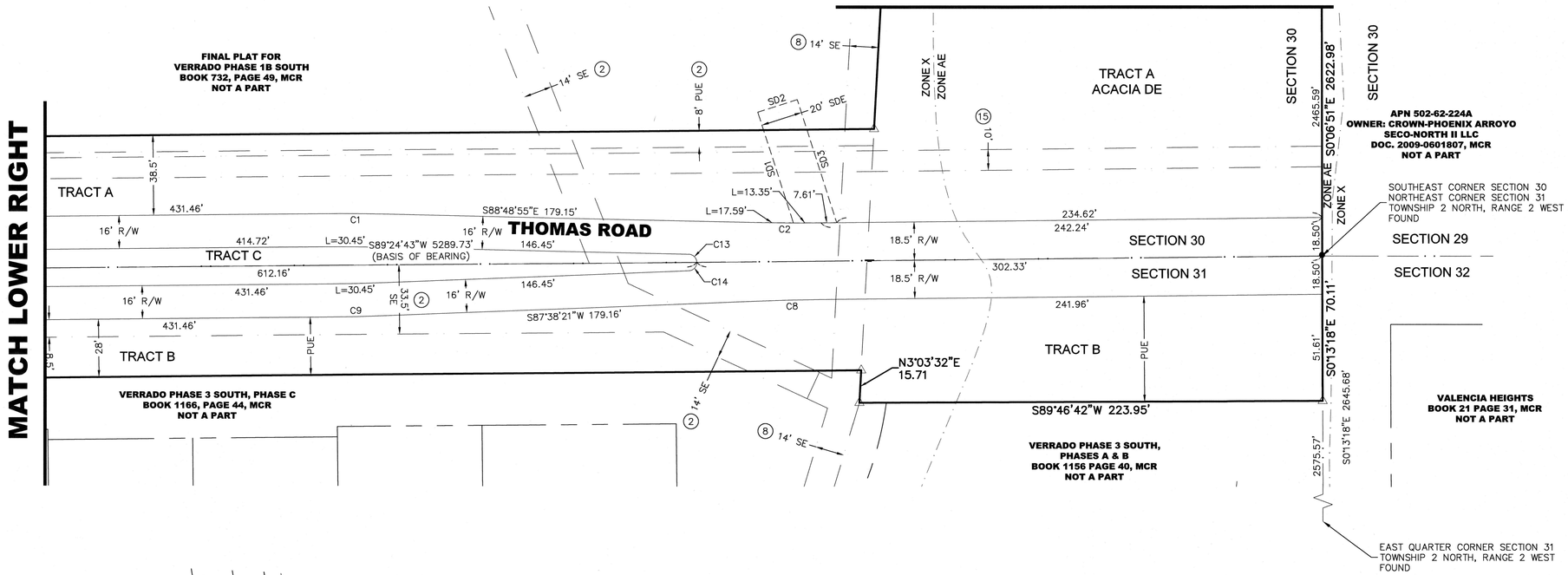
SDE LINE TABLE		
LINE	DIRECTION	LENGTH
SD1	N17°49'01"W	56.15'
SD2	N72°10'59"E	20.00'
SD3	S17°49'01"E	62.45'

R/W TABLE		
STREET	AREA (SF)	AREA (AC)
THOMAS ROAD	41,990	0.964

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
A	DRAINAGE	1,035,545	23.772
B	PUBLIC UTILITY EASEMENT/LANDSCAPE	38,911	0.893
C	MEDIAN/LANDSCAPE	12,278	0.282
D	DRAINAGE	219,006	5.027

30 0 30 60
SCALE 1"=30' FEET

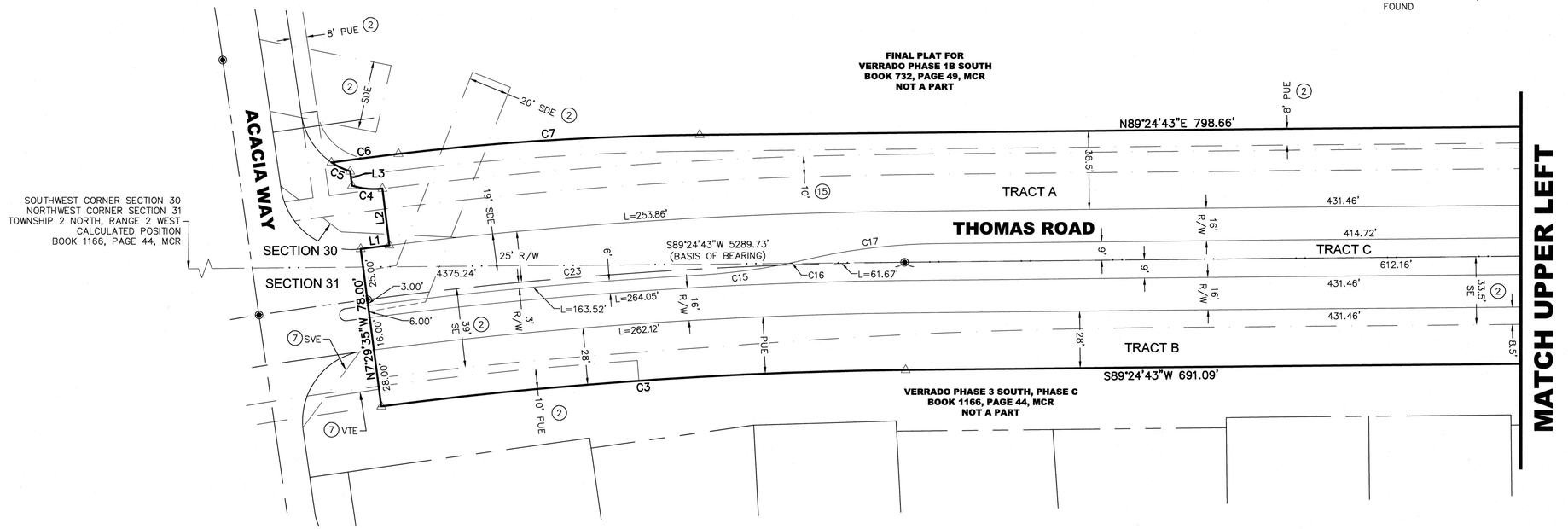
MATCH SHEET 4



LEGEND

- ● FOUND MONUMENT AS NOTED
- ◉ SET BRASS CAP FLUSH MAG. STD. DET. 120 TYPE "B", UNLESS OTHERWISE NOTED
- △ SUBDIVISION CORNER, SET 1/2" REBAR RLS #35833, UNLESS OTHERWISE NOTED.
- DOC. DOCUMENT NUMBER
- SE SEWER EASEMENT
- WE WATERLINE EASEMENT
- VTE VISIBILITY TRIANGLE EASEMENT
- SVE SIGHT VISIBILITY EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- VNAE VEHICULAR NON ACCESS EASEMENT
- SDE STORM DRAIN EASEMENT
- DE DRAIN EASEMENT
- WSE WATER & SEWER EASEMENT
- S&WE SEWER & WATER EASEMENT
- (1) BOOK 612, PAGE 39, MCR
- (2) BOOK 732, PAGE 49, MCR
- (3) BOOK 734, PAGE 31, MCR
- (4) BOOK 734, PAGE 33, MCR
- (5) BOOK 748, PAGE 23, MCR
- (6) BOOK 758, PAGE 11, MCR
- (7) BOOK 1166, PAGE 44, MCR
- (8) DOC. 2002-0428651, MCR
- (9) DOC. 2002-0855779, MCR
- (10) DOC. 2005-0491492, MCR
- (11) DOC. 2005-0491493, MCR
- (12) DOC. 2005-0491494, MCR
- (13) DOC. 2005-0491495, MCR
- (14) DOC. 2005-0491496, MCR
- (15) BOOK 767, PAGE 50

SUBDIVISION BOUNDARY LINE
TRACT LINE
EXISTING EASEMENT
DEDICATED EASEMENT



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DMB

VERRADO®
Buckeye, Arizona
THOMAS ROAD AND ACACIA WAY
FINAL PLAT

REVISION	DATE

PLZV-20-00022

Date: 11/18/20
Project: 16-067
File: PLAT
Scale: 1"=30'

SHEET
3 OF 7

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35833
JASON A.
SEGNERI
DATE SIGNED
2/9/21
ARIZONA U.S.A.
EXP 3/31/22

1205

SCALE 1"=30' — 30 0 30 60 FEET

MATCH SHEET 3

MATCH LOWER LEFT

VERRADO PARCEL 4.905
BOOK 734, PAGE 33, MCR
NOT A PART

APN 502-78-895M
OWNER: VERRADO ASSEMBLY
DOC. 2008-0578575, MCR
NOT A PART

VERRADO PARCEL 4.905
BOOK 734, PAGE 33, MCR
NOT A PART

N3°03'32"E 348.48'

N7°11'59"W 223.09'

N4°17'33"E 464.68'

1' VNAE (4)

14' SE (8)

ZONE X

ZONE AE

TRACT A

ACACIA DE

(8) TUTHILL WASH RESTORED CHANNEL

(8) TUTHILL WASH RESTORED CHANNEL

(8) TUTHILL WASH RESTORED CHANNEL

THOMAS ROAD

ZONE AE

ZONE X

SECTION 30

SECTION 29

MATCH UPPER RIGHT

APN 502-78-895M
OWNER: VERRADO ASSEMBLY
DOC. 2008-0578575, MCR
NOT A PART

VERRADO PARCEL 4.905
BK. 734, PG. 33, MCR
NOT A PART

APN 502-78-895M
OWNER: VERRADO ASSEMBLY
DOC. 2008-0578575, MCR
NOT A PART

APN 502-78-895M
OWNER: VERRADO ASSEMBLY
DOC. 2008-0578575, MCR
NOT A PART

VERRADO PARCEL 4.901
BK. 731, PG. 31, MCR
NOT A PART

APN 502-78-895M
OWNER: VERRADO ASSEMBLY
DOC. 2008-0578575, MCR
NOT A PART

1' VNAE (4)

N10°52'06"W 256.95'

N6°28'37"E 322.55'

14' SE (8)

14' (8)

20' SDE (2)

(8) OSBORN WASH DEED RESTRICTION

(8) OSBORN WASH DEED RESTRICTION

ZONE X

ZONE AE

(8) TUTHILL WASH RESTORED CHANNEL

TRACT A

ACACIA DE

(8) TUTHILL WASH RESTORED CHANNEL

(8) TUTHILL WASH RESTORED CHANNEL

ZONE AE

ZONE X

SECTION 30

S0°06'51"E 2622.98'

SECTION 29

APN 502-62-224A
OWNER: CROWN-PHOENIX ARROYO
SECO-NORTH II LLC
DOC. 2009-0601807, MCR
NOT A PART

MATCH SHEET 5

REGISTERED LAND SURVEYOR
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SHEET
4 OF 7

PLZV-20-00022

30 0 30 60
SCALE 1"=30' FEET

N31°14'19"W
307.13

APN 502-78-895M
OWNER: VERRADO ASSEMBLY
DOC. 2008-0578575, MCR
NOT A PART

OSBORN WASH
DEED RESTRICTION
(8)

N8°04'49"E 538.67'

14' SE (8)

ZONE X
ZONE AE

VERRADO PARCEL 4.623
BOOK 748, PAGE 23, MCR
NOT A PART

N86°39'21"E 129.25'

(11) 12' SE

(10) 10' DE

14' SE (8)

TRACT A

(8) TUTHILL WASH
RESTORED CHANNEL

ACACIA DE

ZONE X
ZONE AE

(8) TUTHILL WASH
RESTORED CHANNEL

ZONE X
ZONE AE

SECTION 30

ZONE X
ZONE AE

SECTION 29

EAST QUARTER CORNER SECTION 30
TOWNSHIP 2 NORTH, RANGE 2 WEST
CALCULATED POSITION
BK. 732, PG. 49, MCR

APN 502-62-224A
OWNER: CROWN-PHOENIX ARROYO
SECO-NORTH II LLC
DOC. 2009-0601807, MCR
NOT A PART

PASQUALETTI MOUNTAIN RANCH-PHASE IV
BOOK 758, PAGE 11, MCR
NOT A PART

MATCH SHEET 4

MATCH SHEET 6

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
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SEGNERI
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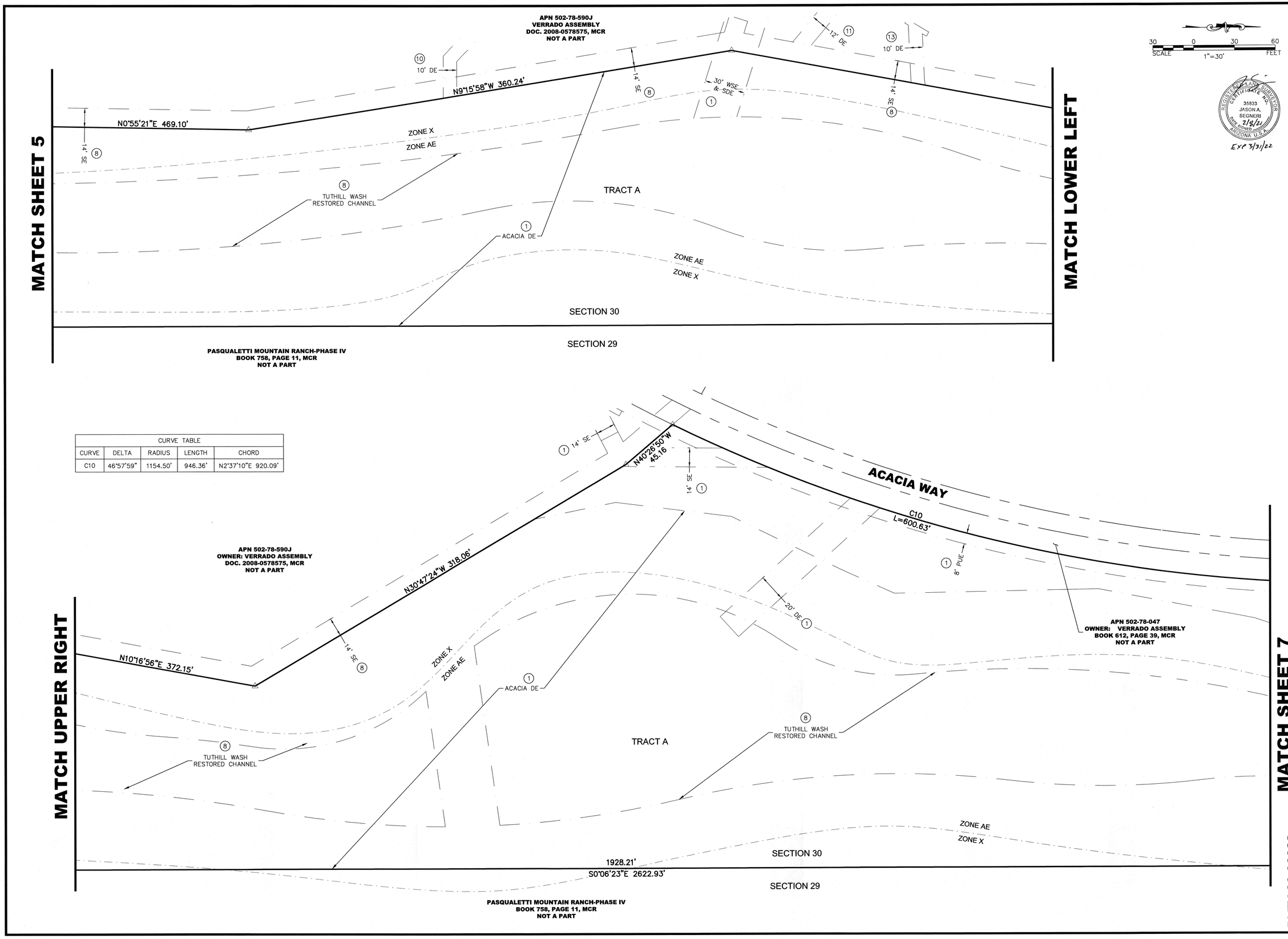
SHEET
5 OF 7



CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C10	46°57'59"	1154.50'	946.36'	N2°37'10"E 920.09'

30 0 30 60
SCALE 1"=30' FEET

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 35833
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2/8/21
DATE SIGNED
ARIZONA U.S.A.
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1	
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Date: 11/18/20
Project: 16-067
File: PLAT
Scale: 1"=30'

SHEET
6 OF 7

PLZV-20-00022

1208

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C10	46°57'59"	1154.50'	946.36'	N2°37'10"E 920.09'
C11	43°09'36"	440.50'	331.82'	N0°42'59"E 324.03'
C12	3°22'56"	3121.00'	184.23'	S70°12'41"E 184.21'

SCALE 1"=30' — 30 0 30 60 FEET

MATCH SHEET 6

ACACIA WAY

C10 L=345.73'

C11

APN 502-78-047
OWNER: VERRADO ASSEMBLY
BOOK 612, PAGE 39, MCR
NOT A PART

(1) 20' DE

(1) 8' PUE

S67°42'13"E 15.00

(1) SUNRISE DRAINAGE EASEMENT

27' WSE

N22°17'47"E 241.13'

209.78'

S89°59'56"E

(1) ACACIA DE

(8) TUTHILL WASH RESTORED CHANNEL

TRACT D

SECTION 30

SECTION 19

(1) 46' DE

C12

INDIAN SCHOOL ROAD

SOUTHEAST CORNER SECTION 19
NORTHEAST CORNER SECTION 30
TOWNSHIP 2 NORTH, RANGE 2 WEST
FOUND 4" CATERPILLAR ALUMINUM CAP

SECTION 30 694.72' SECTION 19

SECTION 29 S0°06'23"E 2622.93' S0°27'26"W 120.89' SECTION 20

PASQUALETTI MOUNTAIN RANCH-PHASE IV
BOOK 758, PAGE 11, MCR
NOT A PART

APN 502-28-013C
OWNER: FIDELITY NATIONAL TITLE INSURANCE COMPANY TR B176
DOC. 2002-0281359, MCR
NOT A PART

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
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1	
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Date: 11/18/20
Project: 16-067
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Scale: 1"=30'

SHEET 7 OF 7

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 7.A. Buckeye Wildlife Corridors Best Practices Guide
DATE PREPARED: 09/16/21	**DISTRICT NO.:** All
STAFF LIAISON: Adam Copeland, Deputy Director of Planning, acopeland@buckeyeaz.gov, (623) 349-6210	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Public Meeting / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the Buckeye Wildlife Corridors Best Practices Guide.

RELEVANT GOALS:
GOAL 3: A Well-Planned Urban Community

ADDITIONAL RELEVANT GOALS:
GOAL 2: Enhanced Economic Well-Being and Vitality

SUMMARY

PROJECT DESCRIPTION:

The Buckeye Wildlife Corridors Best Practices Guide (Guide) is the first of its kind in the Phoenix region. The Guide offers developers, city staff, non-profits, and others a foundation to start the conversation about wildlife corridors with the goal of incorporating best practices in the design of new communities in the City of Buckeye. The Guide is one of the key implementation measures from the Imagine Buckeye 2040 General Plan, which was adopted and ratified in 2018.

BENEFITS:

Provide wildlife connectivity to maintain and enhance biodiversity in the city and surrounding areas, which in turn improves the quality of life for Buckeye residences.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
WCBPGFinalStaffReportCC.pdf
WCBPGFINAL.pdf

BUCKEYE, AZ

Report to the City Council

TITLE:	**Buckeye Wildlife Corridors Best Practices Guide**
MEETING DATE:	**September 21, 2021**

Applicant:	City of Buckeye Adam Copeland, Deputy Director of Planning Robert Wisener, Conservation Project Manager
Primary Consultants:	Bruce Meighen, CEO & President- Logan Simpson Kristina Kachur, Assistant Project Manager- Logan Simpson Celeste Warner, FIACP Chief of Strategic Development- Matrix Design Group
Request:	Approval for the Buckeye Wildlife Corridors Best Practices Guide
Public input:	Provided in Report
Recommendation:	**Approval**

INTRODUCTION

The Buckeye Wildlife Corridors Best Practices Guide (Guide) is the first of its kind in the Phoenix region. The Guide offers developers, city staff, non-profits, and others a foundation to start the conversation about wildlife corridors with the goal of incorporating best practices in the design of new communities.

Growth within the planning area could isolate habitat blocks, such as the White Tank Mountains, Buckeye Hills, and Hassayampa and Gila Rivers. The wildlife corridors are intended to connect these habitat blocks through a thoughtful and intentional plan. Planned wildlife corridors link significant habitat blocks and reduce habitat fragmentation by allowing species to move freely between various habitats. Without a plan and collaboration with various stakeholders these corridors would be lost. This Guide was developed through research, community outreach, and a case study-based approach—centered around three factors: environment, growth, and quality of life. The Guide is intended to be a tool to advocate for wildlife connectivity and context sensitive development. With collaboration being a fundamental premise of community, the Guide starts the conversation about providing connectivity to ensure that wildlife thrives.

BACKGROUND

Over the past decade, the Arizona Game and Fish Department, in coordination with stakeholder groups, have identified important wildlife corridors that connect habitat blocks throughout the state, Maricopa County, and the City of Buckeye's planning area. The Guide is one of the key implementation measures from the Imagine Buckeye 2040 General Plan, which was adopted and ratified in 2018. Past planning efforts, including the General Plan and the Parks and Recreation Master Plan, have identified the importance of wildlife connectivity to maintain and enhance biodiversity in the city and surrounding areas.

The goal in the General Plan is to move from a role of guidance to implementation with a series of ongoing, short-term, mid-term, and long-term actions that are intended to be carried out over the next 20 years. As one of the short-term implementation measures within the Stewardship Theme of the General Plan, the development and implementation of a best practices guide for wildlife corridors and crossings were established. The Guide is supported by the following goals in the General Plan:

- Goal ST-1
  Buckeye is dedicated to preserving the aesthetic and environmental qualities of the desert.
- Goal ST-2
  Important natural assets are protected from the man-made environment.

Within the planning area, much of the City's land remains undeveloped and provides essential habitat for mule deer, bighorn sheep, desert tortoise, coyote, fox, javelina, mountain lion, bobcat, birds, reptiles, and other wildlife who currently travel throughout the open areas that are, in the most part, unobstructed. Other lands south of the White Tank Mountains near the Gila River are either agriculture or new residential communities that have been built since 2000. These agricultural lands can also provide ancillary benefits to wildlife but are not as critical as un-fragmented natural landscapes and the corridors that connect them.

PUBLIC PARTICIPATION

As part of the Guide's development, it was important to hear from various groups and individuals with different expertise to help inform the planning process and to ensure that the plan is well-rounded. The project team sought to inform community-wide stakeholders of the plan and its goals to gain a common understanding and framework in moving the Guide forward. A series of stakeholder meetings and joint workshops were held throughout the process that were facilitated with open collaboration and transparency.

Many of the community partners and key stakeholders that were a significant part of this process include:

- Maricopa County (Transportation, Planning, Flood Control District, and Parks)
- Bureau of Land Management (BLM)
- Arizona State Land Department (ASLD)
- Arizona Game and Fish Department (AZGFD)
- White Tank Mountains Conservancy
- Gila River Collaborative
- The Rio Reimagined Stakeholders
- Landowners, Citizens of Buckeye, Home Builders, and Developers
- City of Buckeye Staff
- Buckeye City Council
- Buckeye Planning & Zoning Commission
- Buckeye Community Services Advisory Board
- Buckeye Youth Council
- Maricopa Association of Governments (MAG)
- Cities of Goodyear, Glendale, and Surprise
- Utility Easement Managers (e.g., Arizona Public Service, Canal Districts)

Stakeholder Meeting and Outreach Dates:

- 10/29/2018: Wildlife Corridors Stakeholders Meeting
- 03/25/2019: Wildlife Corridors Stakeholders Meeting Scope Preparation
- 02/26/2020: Consultants Selected Project Launch Meeting
- 05/07/2020: Development Partnering Group/Stakeholder Group Meeting

- May 2020: Individual Stakeholder Interviews – 30 Individuals Interviewed
- 09/17/2020: Development Partnering Group Update
- 10/01/2020: Stakeholder Group Meeting
- 01/19/2021: City Council/Planning & Zoning Commission/Community Services Advisory Board Joint Workshop
- 03/16/2021: Developer Focus Group Meeting
- 04/21/2021: Development Partnering Group/Stakeholder Group/Public Outreach
- 06/21/2021: Stakeholder Small Group Meeting (WTMC)
- 07/07/2021: Developer Focus Group Meeting

GUIDE IMPLIMENTATION

As part of the Guide development, research was conducted by reviewing a multitude of case studies from other cities, counties, and transportation agencies. Nearly 40 case studies were initially reviewed for their applicability to the City. The case studies were subsequently refined to those with similarities to the City, with similar size communities, study areas, environment, state laws and regulations, and wildlife corridor specific studies. Interviews with staff members from each jurisdiction were conducted to gather further information. From these studies and stakeholder feedback, the best practices were identified.

The Guide is intended to be a tool that will be utilized by city staff as projects move their way through the development process. Though many projects already have existing entitlements, staff will utilize the recommendations in the Guide as wildlife corridors are reviewed through the development process.

RECOMMENDATION

Staff recommends the Planning and Zoning Commission recommend **approval** of the Buckeye Wildlife Corridors Best Practices Guide to City Council for the following reasons:

- Conformance with General Plan
- Conformance with the Parks and Trails Master Plan
- No outstanding issues from reviewing departments
- **Recommended for approval by the Planning and Zoning Commission on August 24, 2021.**

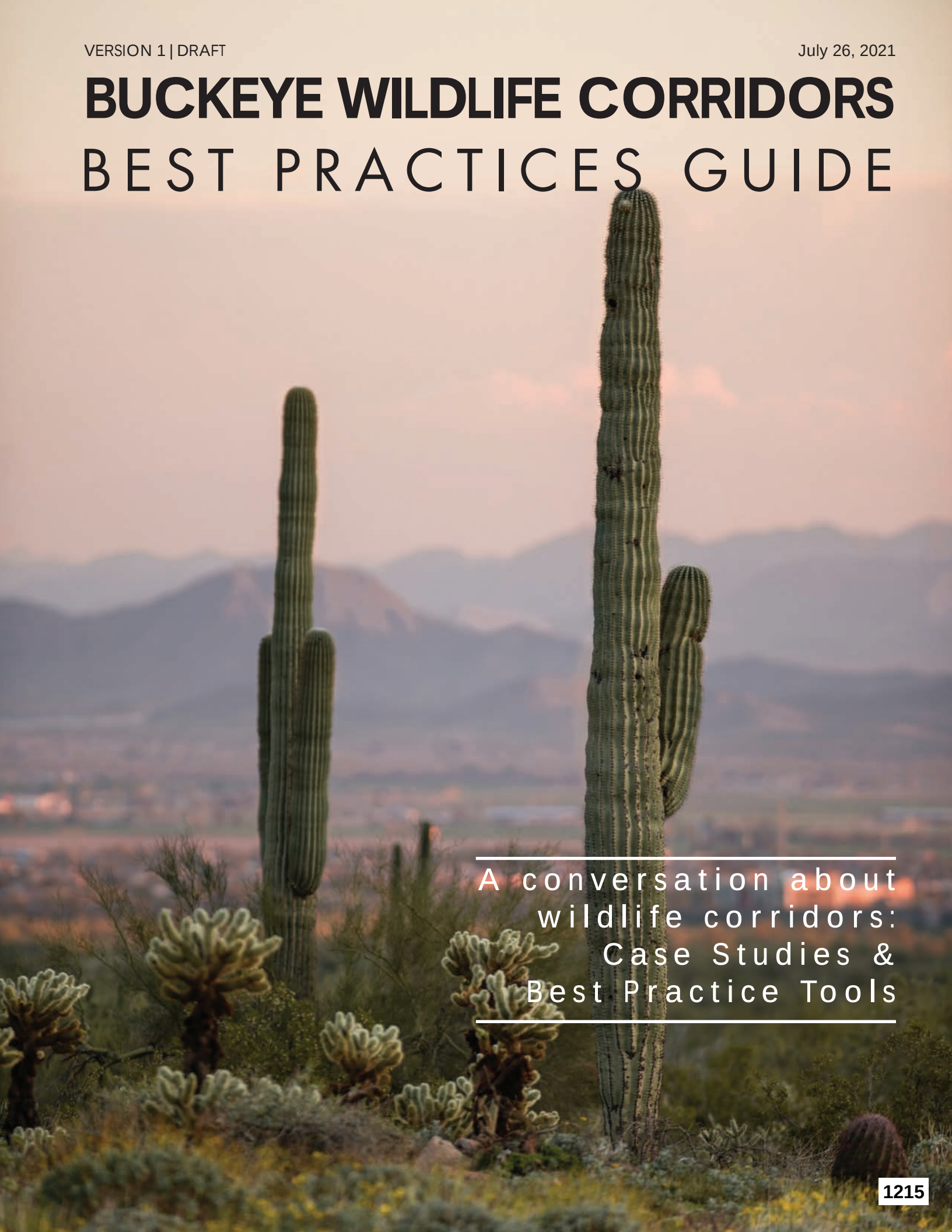
Prepared By:
Adam Copeland, Deputy Director of Planning
Robert Wisener, Conservation Project Manager

VERSION 1 | DRAFT

July 26, 2021

BUCKEYE WILDLIFE CORRIDORS

BEST PRACTICES GUIDE



A conversation about wildlife corridors: Case Studies & Best Practice Tools

1215

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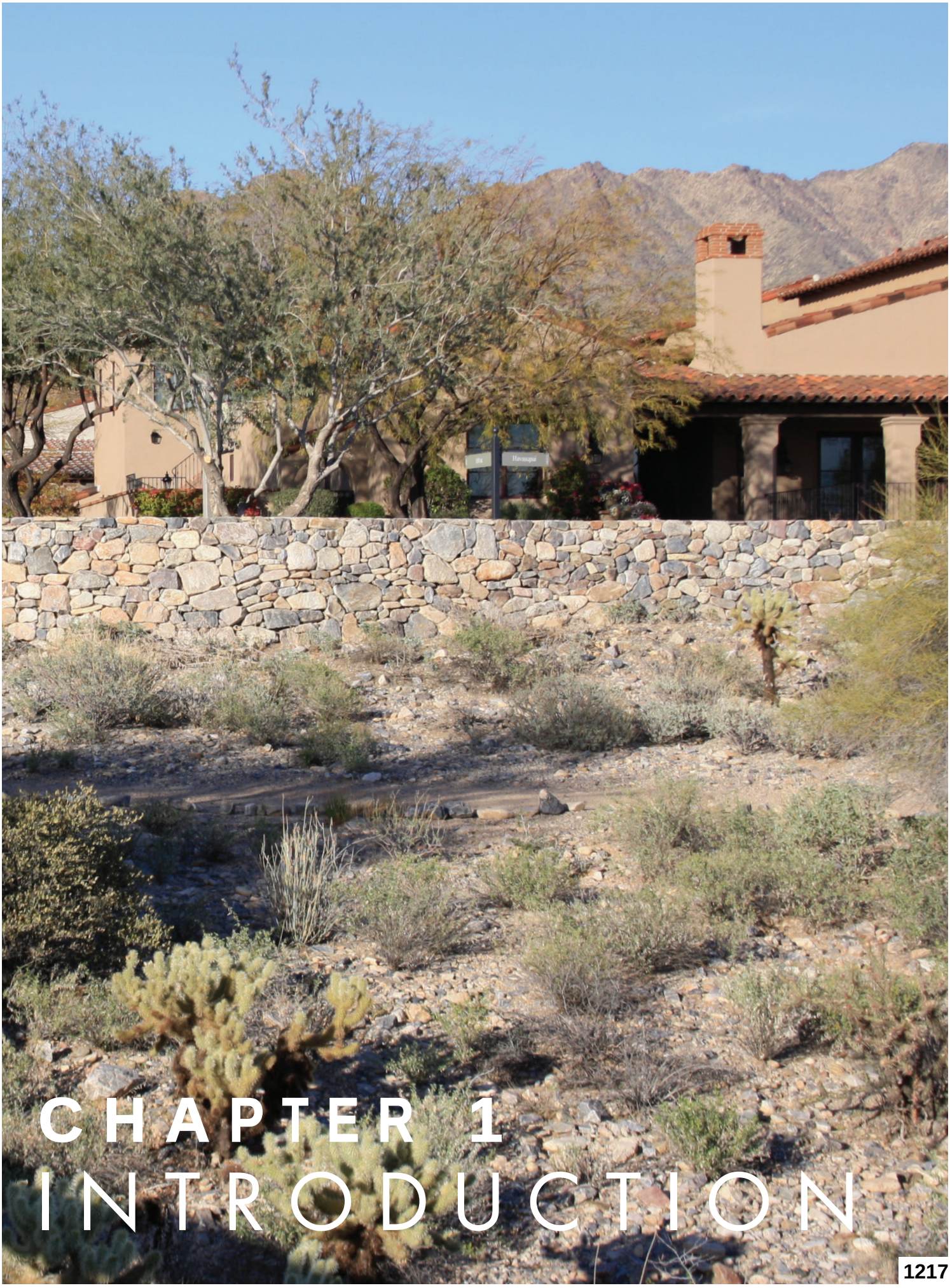
Appendix A Plant Palette



CHAPTER 1
INTRODUCTION

INTRODUCTION

The City of Buckeye (City) Wildlife Corridors Best Practices Guide (Guide) is the first of its kind in the Phoenix region. The Guide offers planners, residents, developers, non-profits, conversationalists, property owners, and City leadership the foundation to start the conversation about wildlife corridors. It includes literature review, case studies, best management practices, and tools for development that integrates wildlife corridors within the City's growth area (planning area) to set the stage for future initiatives. To maintain the connectivity that preserves our biodiversity, an empirical and thoughtful approach was required.



THE IMPORTANCE OF THIS GUIDE

This Guide changes the conversation from statewide initiatives to tools that can be used locally. Buckeye is a desirable place to live, however many of the region's local mountain ranges have become isolated islands. The Guide is an opportunity to preserve the connection between habitats in the Sonoran Desert while developing as a premier city.

One function of wildlife corridors is to link significant habitat areas, thus reducing adverse effects of habitat fragmentation by allowing species to move freely between substantive patches of remaining habitat. Passages consisting of natural features, drainages, washes, open space, pathways, and parks can be incorporated into the design of a development project, if done thoughtfully.

Growth within the planning area could isolate habitat blocks, such as the White Tank Mountains and Hassayampa and Gila Rivers, from wildlife corridors such as the Hassayampa River Valley if not done thoughtfully and intentionally. Planned wildlife corridors link significant habitat blocks and reduce habitat fragmentation by allowing species to move freely between substantive patches.

Habitat Block – a relatively large and unfragmented area of land capable of sustaining healthy populations of wildlife into the foreseeable future.

The Guide was developed through research, community outreach, and a case study-based approach—centered around three factors: environment, growth, and quality of life. The Guide is a tool to advocate for wildlife connectivity and context-sensitive development. With collaboration being a fundamental premise of community, the Guide starts the conversation about providing connectivity to ensure that wildlife thrives.

HISTORY OF WILDLIFE CORRIDORS IN BUCKEYE

Nestled against the White Tank Mountains and Buckeye Hills along the Hassayampa and Gila Rivers lies the City of Buckeye. Much of the City's land remains undeveloped and provides essential habitat for mule deer, bighorn sheep, desert tortoise, coyote, fox, javelina, mountain lion, bobcat, birds, and other wildlife, who currently travel throughout the open areas mostly uobstructed. Other lands south of the White Tank Mountains near the Gila River are either agriculture or new residential communities that have been built since 2000. These agricultural lands can also provide ancillary benefits to wildlife but are not as critical as unfragmented natural landscapes and the corridors that connect them.

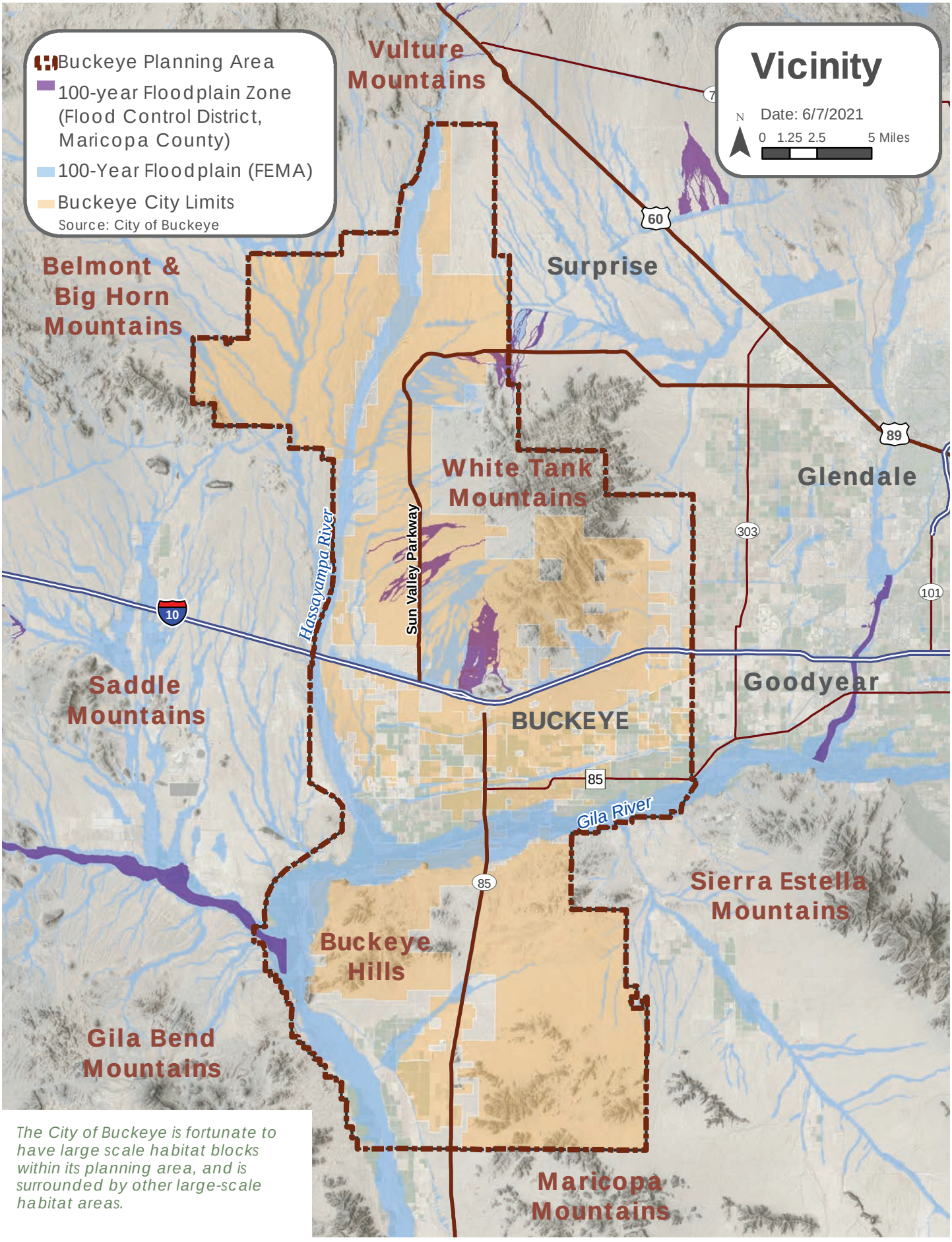
Over the past decade, the Arizona Game and Fish Department, in coordination with stakeholder groups, have identified important wildlife corridors that connect habitat blocks throughout the state, Maricopa County, and Buckeye's growth area. This Guide is the next step and is one of the key implementation measures from the City's Imagine Buckeye 2040 General Plan, which was ratified in 2018. Buckeye's General Plan recognizes that our residents can live side-by-side with surrounding wildlife; protecting critical habitat while ensuring our future quality of life and promoting economic development. Past planning efforts, including the General Plan and the Parks and Recreation Master Plan, have identified the importance of wildlife connectivity to maintain and enhance biodiversity in the City. The goals and policies articulate a vision for natural and planned wildlife corridors.

This Guide is part of an implementation measure derived from the City's Imagine Buckeye 2040 General Plan.

RELATIONSHIP TO OTHER PLANNING EFFORTS

The City of Buckeye's General Plan, Transportation Plan, Bicycle & Pedestrian (Active Transportation) Plan, and Parks and Recreation Master Plan provide the overall policy guidance and existing City direction for land use, growth, public services, infrastructure, and resource conservation. Found within these documents are essential wildlife-friendly related policies and additional information to preserve our wildlife corridors. The Transportation and Bicycle & Pedestrian Master Plans incorporate the Imagine Buckeye General Plan's goals and policies and significantly detail transportation standards, locations, and implementation projects.

Resiliency –
The ability of an ecosystem to respond to disturbance and still maintain function by resisting damage and recovering quickly.



The City of Buckeye is fortunate to have large scale habitat blocks within its planning area, and is surrounded by other large-scale habitat areas.

GUIDE OVERVIEW

THE PREMISE OF THIS GUIDE

Ones' ethics can often revolve around a single premise and balancing conflicting values, such as development versus wildlife. This Guide continues to enhance how the Buckeye community defines itself and its quality of life.

This broader definition includes the concept of braided strands of a rope and the strength that it provides. It is the appreciation of the ecosystem in all aspects of the community that is only as strong as its commitment to three components, or strands, of wildlife corridor ethos: environment, growth, and quality of life. This is known as the triple bottom line. The triple bottom line considers impacts and benefits based not only on one focus, but multiple components.

This Guide is premised on these strands or components, outlining their importance in context of Buckeye, how it relates to resiliency and the triple bottom line associated with sustainability, and an overview of related existing plans, studies, and data.

"We abuse land because we regard it as a commodity belonging to us. When we see land as a community to which we belong, we may begin to use it with love and respect."

- Aldo Leopold, A Sand County Almanac and Sketches Here and There (New York: Oxford University Press, 1949).



For this planning effort the three identified components are: environment, growth, and quality of life.

WHO SHOULD USE THIS GUIDE

This Guide is a tool for planners, residents, developers, and landowners to foster collaboration in developing and preserving Buckeye's wildlife areas. The Guide focuses on regional to site level tools. The Guide is not intended to identify geographically specific corridors as much of these corridors have already been mapped through Arizona Game and Fish and illustrated in the General Plan; instead, it acknowledges the environmental, growth, and quality of life factors critical in developing innovative, resilient, and forward-thinking solutions that may apply to many locations. The mapping identifies locations of interest based on previously compiled resource data and analysis. In addition to integrating best management practices with future development proposals, residents can use this Guide to implement wildlife-friendly practices on their properties, and conservation partners can use this Guide to align resources with City efforts.

It is not a regulatory document - but rather, a resource that could be used with partners to apply solutions on the ground.

WHEN TO USE THIS GUIDE

The City and other reviewing agencies have established processes, applications, regulations, and permits to ensure development contributes to the community's vision. The Guide complements existing City processes with tools that apply to each step in the development process. From the evaluation of community master plans and amendments to commercial and residential design review to County Projects, City planners use this Guide to facilitate the discussion about planning within wildlife corridors to establish continuity. Various incentives could be evaluated on a case-by-case basis during the development process.

Use of this Guide during Buckeye's Planning and Zoning Process

Pre-Application Conference
Discussion of Guide and applicable tools.

Development Review Process- Entitlement, City CIP Projects, Unincorporated Maricopa County Projects
Work with applicant/city departments/other agencies to identify tools within the Guide that can be integrated.

Grants
City, Non-Profits, and other agencies and partners to explore more grant opportunities that could integrate the Guide into competitive project proposals.

A GRASS-ROOTS EFFORT

As part of this Guide's development, it was important to hear from various groups and individuals with different expertise to help inform the planning process and ensure that the plan is well-rounded. The project team sought to inform community-wide stakeholders of the plan and its goals for the community to gain a common understanding.

Developed by Regional Partners

This Guide is a consolidated effort by many community partners. Key stakeholders that helped create the foundation of this document include:

- Maricopa County (Transportation, Planning, Flood Control District, Parks)
- Bureau of Land Management (BLM)
- Arizona State Land Department (ASLD)
- Arizona Game and Fish Department (AZGFD)
- Conservation Organizations
- Landowners, Citizens of Buckeye, Home Builders, and Developers
- City of Buckeye Staff
- Planning & Zoning Commission and Community Services Advisory Board
- Buckeye Youth Council
- Maricopa Association of Governments (MAG)
- Cities of Goodyear, Glendale, and Surprise
- Utility Easement Managers (e.g., Arizona Public Service, Canal Districts)

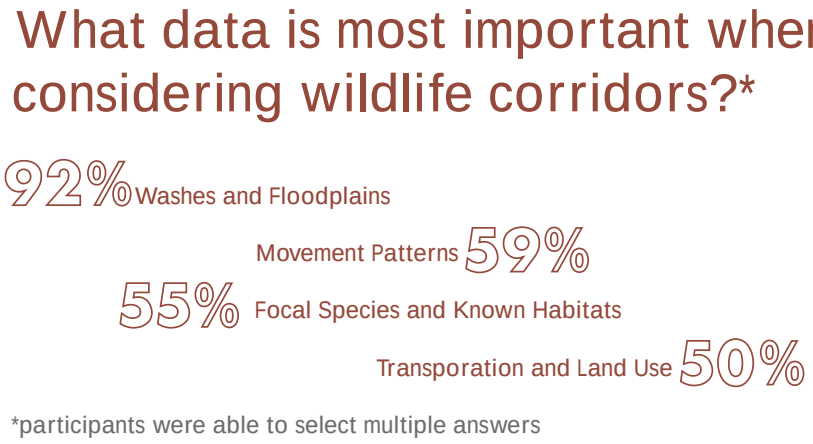
OUTREACH GOALS

Multiple outreach series were conducted to garner input from our stakeholders and our community.

Outreach Series #1 Highlight

Stakeholder and Development Partnering Group Meeting (May 2020)

One virtual webinar with over 40 people attending was utilized to introduce the community to the project and gather input from landowners/developers, utility providers, agencies, and advocacy groups. Attendees' feedback was crucial to developing the Guide and its implementation.



Outreach Series #2 Highlight

Stakeholder Interviews and Small Group Meetings (June 2020)

Early in the process, the consultant team engaged various stakeholders, including landowners/developers, utility providers, agencies, and advocacy groups, to garner input on the development of the Guide and feedback on how best to approach the Guide's implementation. Over 30 stakeholders representing a variety of interested parties were interviewed.



Outreach Series #3 Highlight

Council, Commission, and Board Check-in (January 2021)

A joint meeting was held with the City Council, Planning and Zoning Commission, and the Community Services Advisory Boards - the first of its kind with 20 attendees. Comments were focused on the importance of preserving our community's wildlife and their habitat.

We only have one chance to do this – it falls upon our shoulders to make sure that it's done right.
- Vice Mayor Youngker

Outreach Series #4 Highlight

Virtual Community Meeting (April 2021)

Due to the continuing global health pandemic, a virtual community meeting was held to share highlights of the Guide as the draft was being developed. Highlights of each chapter were shared and Input was gathered. Participants asked questions primarily on funding, implementation, and various tools. The draft plan was shared with stakeholders and refined prior to adoption.

66 Participants

WHAT WE HEARD: A SUMMARY



ENVIRONMENT

Communication. Keep all stakeholders involved and informed on species and habitats throughout and after the process.

Vitality. Conserve wildlife corridors to ensure habitats persist into the future while maintaining opportunities for development.

Transparency. To the extent possible, information on suitable corridors/connections should be promptly shared with all parties.

Big Game Movement. Removal of movement barriers and connections to ensure unfragmented habitat areas.

Mule Deer. Consideration of a key focal species due to extensive movement and adversity to change.

Co-environmental Benefits. Consider positive impacts on water quality, flood control, carbon reduction, etc.

QUALITY OF LIFE

Education. Educate stakeholders and the community about: the importance of corridors and types of wildlife supported; the outline of best management practices and identification of long-term management responsibilities; types of activities that could and should not occur; and how landowners, advocacy groups, public agencies, and utility providers play a role.

Multipurpose. The benefits derived from the corridors should address all stakeholders and allow multipurpose where appropriate.

Amenities. Integration of passive recreation amenities, scenic corridors, and open space buffers are a win-win.

Fiscal Impacts. Understand how broader impacts including economic development, property values, and human health and safety can be shared among stakeholders.

GROWTH

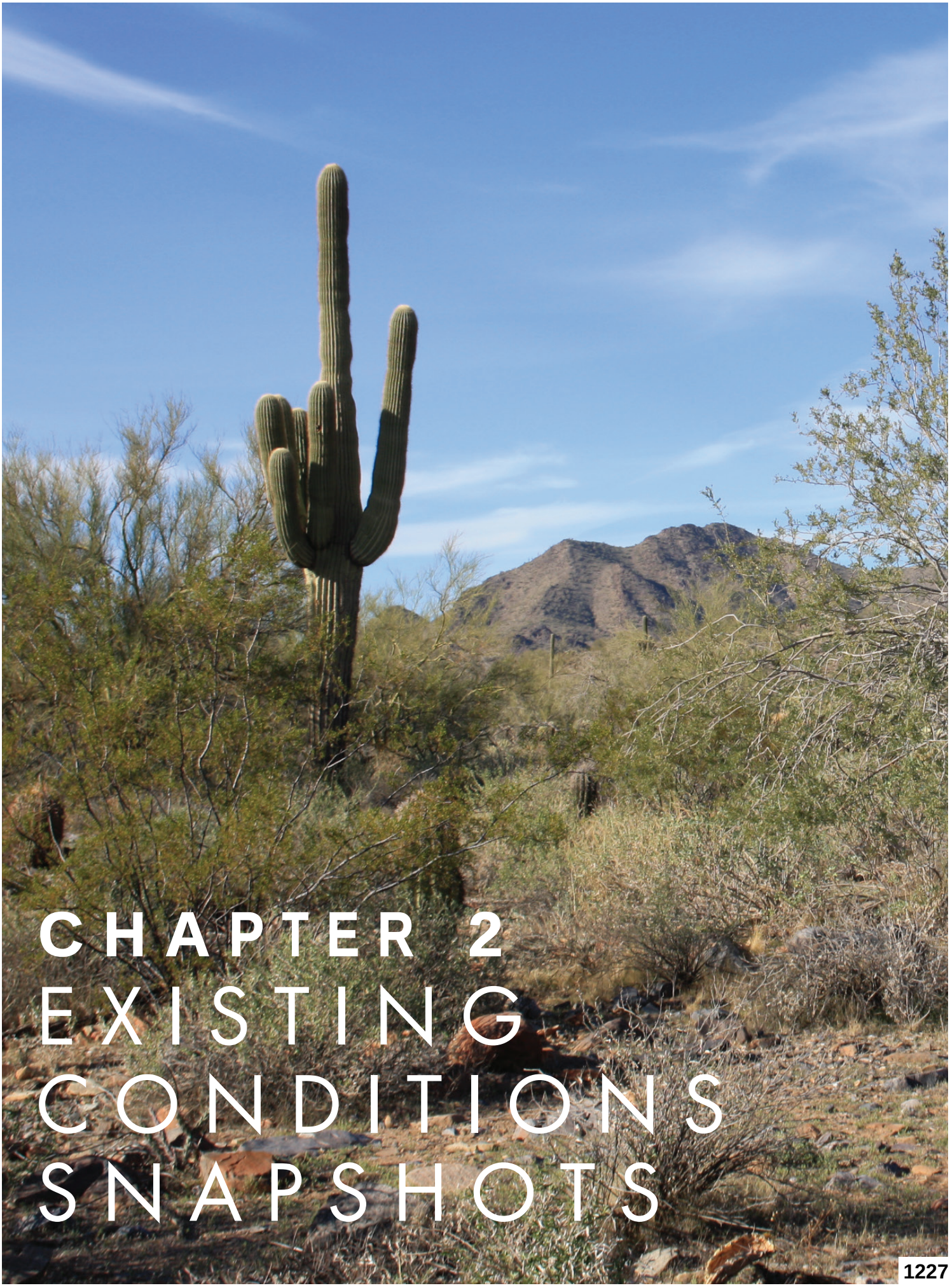
Partnership. Implementation should be done in partnership through dedication, preservation, incentives, and agreements for operations, maintenance, and liability.

Economics. Ensure the corridors are preserved, designed, and maintained, through its life cycle, in a financially feasible manner.

Infrastructure. Thoughtfully provide new multi-purpose infrastructure in order to deliver utilities effectively while minimizing habitat disturbance.

Costs vs. Value. Short-term costs should enhance growth and development and long-term implementation should add value for the city, residents, and landowners.

Usage of Drainages. Reduction in infrastructure costs, coordination with green infrastructure, and low impact design with private development.



CHAPTER 2
EXISTING CONDITIONS SNAPSHOTS

INTRODUCTION

The Existing Conditions "Snapshots" serves as a prelude to the Guide, providing background and critical considerations to form a strong understanding. This Summary is a highlight of relevant data based on the best available data from the City, local and state agencies, case studies, and stakeholders. The snapshots are not a scientific paper or a literature review; instead, they provide the reader with a glimpse of what is possible.

For those who wish to dive deeper, more information and links to additional studies, reports, and mapping resources are available at bit.ly/BuckeyeWildlifeCorridors.



ENVIRONMENT

WHY IT MATTERS & ASSOCIATED BENEFITS

Partnerships are necessary to ensure that wildlife corridors, essential connections, wildlife-friendly development, and low impact design tools are considered when planning for new growth. Wildlife habitat includes a combination of landform, vegetation, and water resources within the planning area. The Sonoran Desert is not only a great area to recreate; it also provides vital habitat providing movement of species in response to needs related to climate, nutrition, reproduction, and genetic interchange.

Open space areas that become surrounded by development can lead to extirpation. Extirpation is when certain species of animals are no longer found in a geographic area due to dwindling population numbers, often caused by limited food and water sources, loss of seasonal migration routes, and the limited gene flow that allows for genetic variability. Other areas in the Phoenix metropolitan area have experienced similar losses of species diversity. Mule deer were once found throughout the Phoenix mountain preserves like Piestewa Peak and Camelback Mountain. Identifying ways to preserve wildlife habitat alongside wildlife friendly development can promote the biodiversity that the City values.

Wildlife Corridor

A wildlife corridor (or wildlife linkage) is an area of undeveloped habitat used by wildlife to move between or within habitat blocks to complete activities necessary for survival and reproduction. Corridors are preserved or may be constructed to allow passage for wildlife through developed areas.

Environmental Resiliency & Triple Bottom Line Relationship

Environmental: Preserving wildlife corridors and open space is a critical component of creating a resilient environment, which is the ability of an ecosystem to respond to and recover from damage or disturbance. Wildlife corridors such as riparian areas can maintain water supply and quality, reduce occurrence and severity of flooding, provide natural stabilization of stream banks, improve air quality, and reduce energy costs through temperature mitigation and biofiltering.

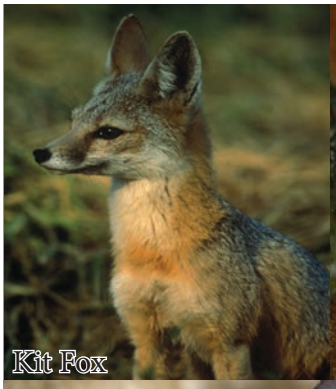
Growth: Strategic preservation of high-value natural resources furthers resiliency as these areas serve more than just their ecological function. Protection of washes allows a stop-gap for significant flooding events and stormwater retention and firebreaks, which can be accomplished through green infrastructure programs, FEMA community rating system creating credit opportunities, and others. Improved wildlife crossings across major roads helps improve human safety by reducing vehicle accidents.

Quality of Life: Large open spaces and natural areas provide recreational space, trails, viewshed preservation, placemaking, community separation, community amenities and, more importantly, access to nature.

DATA HIGHLIGHTS

Known Habitats of Regionally Significant Species

Arizona Game and Fish Department modeled the habitat and migratory needs for focal species found in the White Tanks using the assumption that habitat suitability correlates with permeability (ability to move in and out of the area freely). The Guide pays specific attention to mule deer in this section, due to their habitat needs which is similar to needs of other species. Focal species have been identified with the expectation that by protecting their habitats and corridors, the broad diversity of native species are also likely to persist. Other representative species include:


Kit Fox


Sonoran Desert Toad


Black-Tailed Jackrabbit


California Leaf-nosed Bats


Javelina


Bighorn Sheep

Bighorn sheep are a critical focal species and are endemic to the area. Historically, bighorn populations were severely impacted by domestic livestock-introduced diseases, unregulated subsistence hunting, and landscape changes such as the drying of significant river systems and washes. Many bighorn populations statewide have seen population reductions or extirpation. Management actions such as relocation, in addition to the construction of water catchments, appear to have reversed the population decline in some areas, such as Buckeye Hills West and East and between the Bighorn and Belmont mountains. AZGFD has begun the process to reintroduce bighorn sheep into the White Tank Mountains.



Mule deer are a vital focal species and is the planning area's and the Sonoran Desert's most predominant, large, and wide-ranging vertebrate. This species is recognized as having specific habitat requirements and behavioral characteristics that make them particularly vulnerable to human disturbance. Mule deer are found throughout moderately mountainous terrain, including bajadas and valley bottoms, at varying densities (.04 – 1.5 deer/ km^2) depending on habitat quality. Very steep, rocky mountains, generally characterized as bighorn sheep habitat such as the Buckeye Hills and North Maricopa Mountains, do not support mule deer. Primary forage species for mule deer are Foothill Palo Verde, Blue Palo Verde, Ironwood, Jojoba, and Shrubby Buckwheat.

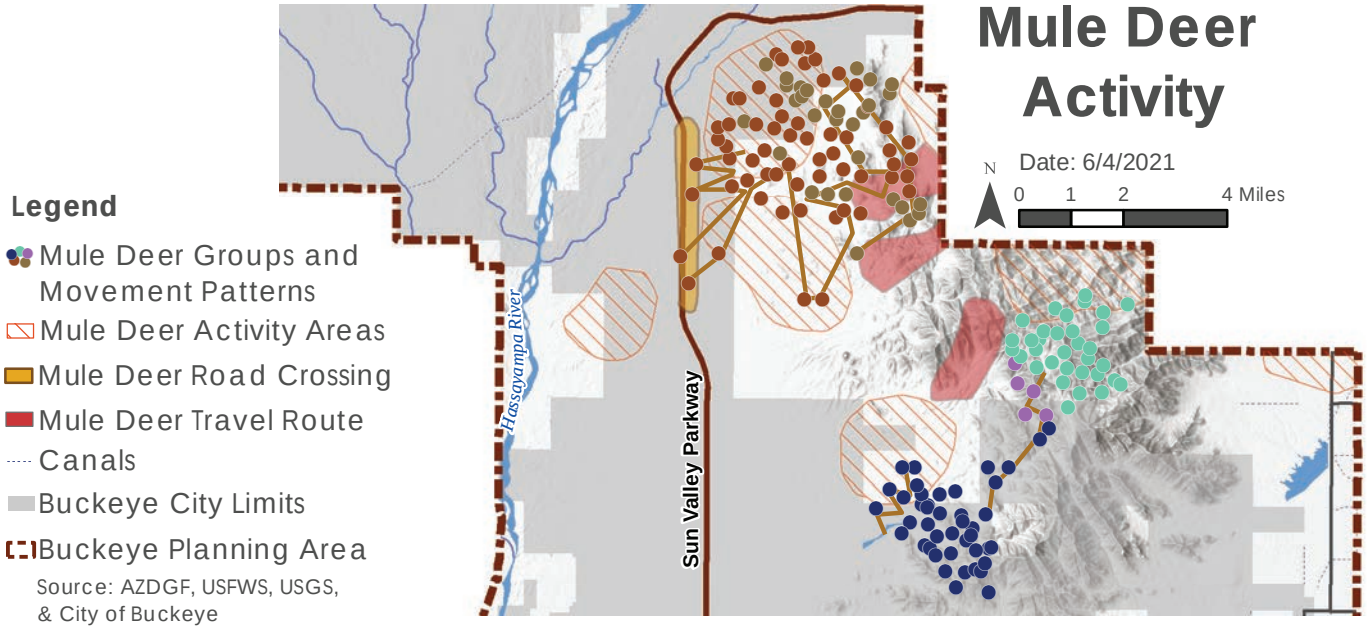
In general, if habitat areas are maintained with all the necessary components to support a viable population of mule deer as well as infrastructure design that facilitates movement corridors between habitat areas, then most of the remaining endemic species characteristic of the Sonoran Desert in the Buckeye area will be accommodated. Mule deer in southern Arizona don't migrate, but rather move within their home ranges based on rainfall, food availability, and disturbance factors.

While mule deer are exceptionally well adapted to the arid Sonoran Desert environment, they still require open water for about eight weeks during May-July. Each mule deer's home range includes at least one constant water source in the form of an AZGFD water catchment, canal, irrigated farm area, spring, or other water body. A water source drying up or receiving significant disturbance precludes use by mule deer.

Habitat Blocks and Movement Corridors

Large unfragmented habitat blocks, and the wildlife corridors (movement areas) that connect them, are critical for many species to survive. Many species use riparian areas as corridors because they support heavy and diverse plant cover for increased food availability, thermal shelter, and visual barriers. The Gila River is used extensively by many species because of its surface water availability and dense vegetative cover. It is of particular value as a wildlife movement corridor because of the exceptionally long bridged SR 85 crossing over the Gila River. The riparian areas are also impacted by sand and gravel mining operations; however, this can offer an opportunity for restoration and creation of permanent habitat. In contrast, the Hassayampa River riparian area is primarily a broad desert wash with generally no free water and only moderately denser vegetation than the surrounding uplands. In addition to the Hassayampa and Gila rivers, numerous washes flow from the higher elevations. Wash channels have varying degrees of surface water with some having few hours of flowing water a year. A significant component of riparian area value for movement corridors consist of bridged crossings or culvert-type structures needed for water flow for storm events. Studies have shown that mule deer are more apt to utilize washes as crossing points beneath roadways with greater width when coupled with permanent water sources. Otherwise, mule deer are more likely to cross the road at grade, leading to possible collisions with vehicles.

The North Maricopa Mountains are well connected to the Buckeye Hills East to the north, Sierra Estrella area to the east, and South Maricopa Mountains to the south. There is a moderate ability for wildlife species movement between Buckeye Hills West and the Gila Bend Mountains to the west, but the movement to the east into the Buckeye Hill East is impaired by multiple fence structures associated with the expansion of SR 85 from 2 to 4 lanes. Buckeye Hills East allows for the natural movement corridor for bighorn sheep between the Buckeye Hills and Sierra Estrella through the series of low mountains and hills connecting the two habitat blocks through northern Rainbow Valley.

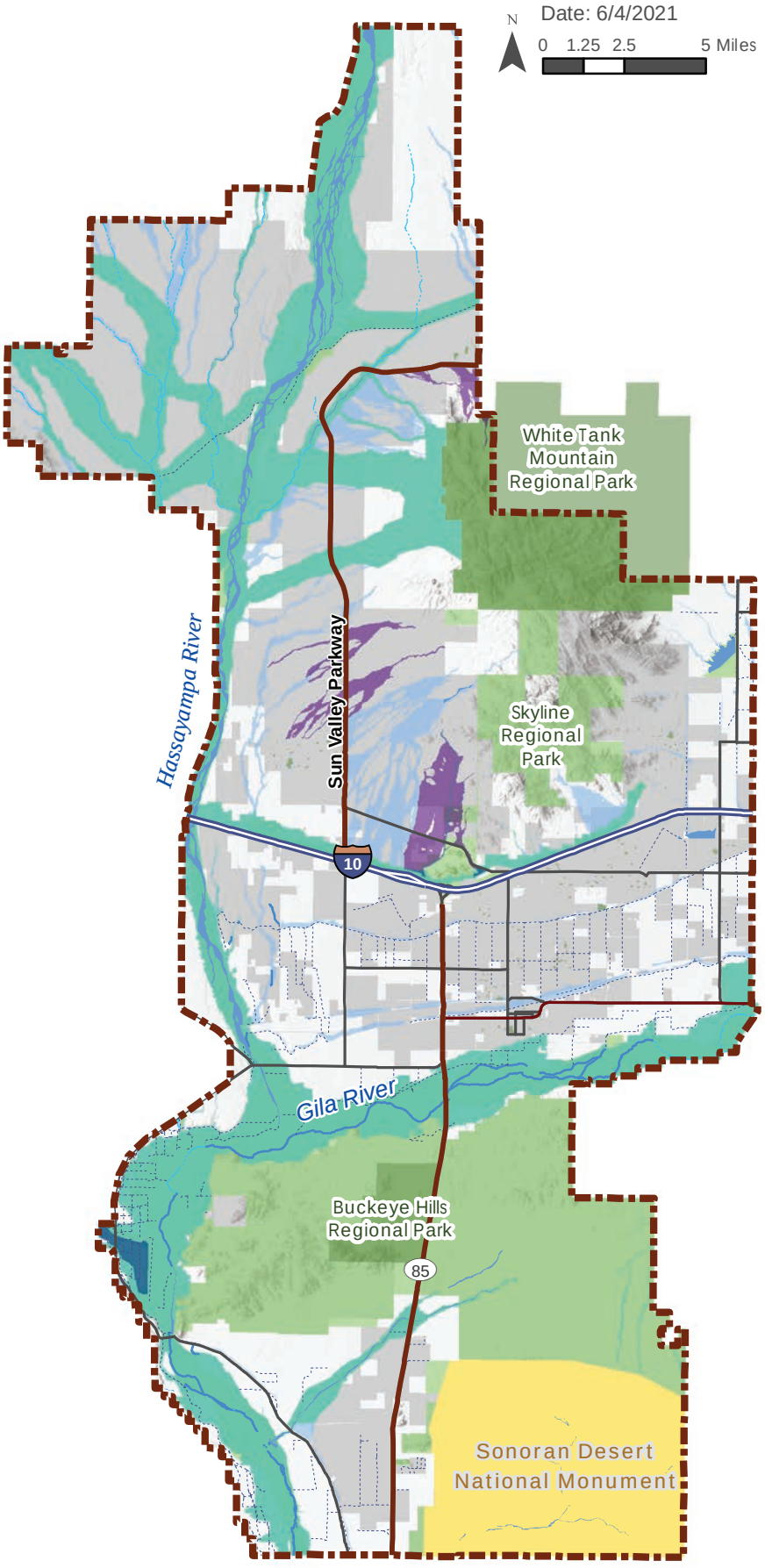


Environment

Legend

- Intermittent Stream
- Perennial Stream/River
- Canals
- 100-year Floodplain Zone (Flood Control District, Maricopa County)
- 100-Year Floodplain (FEMA)
- City & HOA Parks
- Open Space
- Major Wildlife Corridors
- Rivers and Water Bodies
- Buckeye City Limits
- Buckeye Planning Area

Source: City of Buckeye, MCFCD



Major Wildlife Corridors are identified in the General Plan. The City of Buckeye recognizes there may be other areas where wildlife are likely to inhabit and move. The City of Buckeye acknowledges that these corridors are likely wider than needed for most wildlife movement and encourages wildlife friendly development outside of these study areas.

Barriers

The Central Arizona Project Canal (CAP), Sun Valley Parkway, and other major transportation corridors (e.g. SR 85) are formidable barriers for most wildlife species. Even with dozens of culverts built along the Sun Valley Parkway, the most adept at navigating barriers, like mountain lions or coyotes, have difficulty navigating crossings other than at the dedicated wildlife crossing bridges, siphons under the Hassayampa River, Jackrabbit Wash, the bridged wash crossing for Daggs Wash, and bridged crossings for public right-of-way. The development in the Hassayampa Valley at full build-out and the pinch points along CAP are the most significant impediments to successful wildlife corridors.



Access ramps at culvert crossings serve all terrestrial wildlife.

Floodplain/Riparian Areas and Restoration

Habitat quality and degradation of wildlife habitats – whether in the valley, washes, or Gila River – show a correlation to wildlife populations and species diversity. Riparian areas are rare in Arizona with 90% of hydro-riparian areas being lost. These areas are of the highest habitat quality for their ability to support a diversity of plant and wildlife species and act as critical linkages in the landscape. Meso-riparian habitats also provide high quality habitat but have been converting at rapid rates due to invasive species such as tamarisk. Xeroriparian provide a medium quality habitat for their ability to sustain seasonal plants and wildlife and act as critical linkages for movement of these species. Meso-riparian and xero-riparian make up more than 81% of all riparian areas in the southwest and are undervalued in regards to ecological and hydrological values, often being modified and or destroyed through construction.



Protection of important resources during construction can help maintain existing desert habitats and aesthetics.

Vegetation management to enhance or maintain corridors can take two forms, both of which are related to managing invasive plant species. The first action is to restore riparian habitats by the removal of salt cedar and promoting native plants in washes and rivers. The second is to mitigate upland invasive plant species such as red brome grass, stinknet, and mustard species by aggressively suppressing all wildfires in the planning area. Sonoran Desert scrub, which is the dominant plant community in the planning area, did not coevolve with fire and is poorly adapted to surviving or recovering from a fire. Human intervention to restore and maintain degraded ecosystems has been proven to provide better habitat, connectivity, and fire suppression.

GROWTH

WHY IT MATTERS & ASSOCIATED BENEFITS

Buckeye is evolving rapidly. The population increase warrants thoughtful planning and careful consideration for development and the wildlife that inhabits the area. Current public and private planning efforts and the amount of undeveloped land in Buckeye presents the opportunity to ensure a high quality of life for residents, while preserving key native species that depend on large habitat blocks and corridors between them for survival.

Understanding how wildlife habitat can benefit growth and associated infrastructure is vital to stakeholders, especially those instrumental in implementing these best practices. Preserving healthy corridors comes with a cost and is one of the most significant stakeholder-identified barriers to the implementation. Who pays and who benefits? The needs between the landowner, the developer, the homeowner, or the region needs to be balanced.

Growth Resiliency & Triple Bottom Line Relationship

Environmental: The numerous floodplain and drainage corridors throughout the planning area provide opportunities for restored natural areas, wildlife movement, and water capture, storage, and areas for groundwater recharge. The preservation of riparian habitats provide multi-purpose benefits including natural site drainage patterns, improved on- and off-site water quality, improved air quality, an established sense of place, enhanced pedestrian amenities, and overall lower costs.

Growth: Any development requires thoughtful stormwater management, particularly from the mountainous areas to alluvial fans and the large regional drainages of the Hassayampa and Gila rivers. Compliance with floodplain management ordinances provides an opportunity to maintain continuity of these riparian corridors. Transportation and infrastructure should be coordinated with washes. It is essential to include wildlife crossings when designing significant transportation corridors. These and other smart growth initiatives can ensure future sustainability of development and wildlife.

Quality of Life: New growth should add to the quality of life of residents, and preservation of wildlife and their habitat contributes to that quality of life. This preservation also provides a structure to organize infrastructure facilities and recreation amenities. Many residents desire resilient communities, whether that is the cooling effect provided from natural corridors, or the reduction of flooding and its associated cost in flood premiums and remediation.

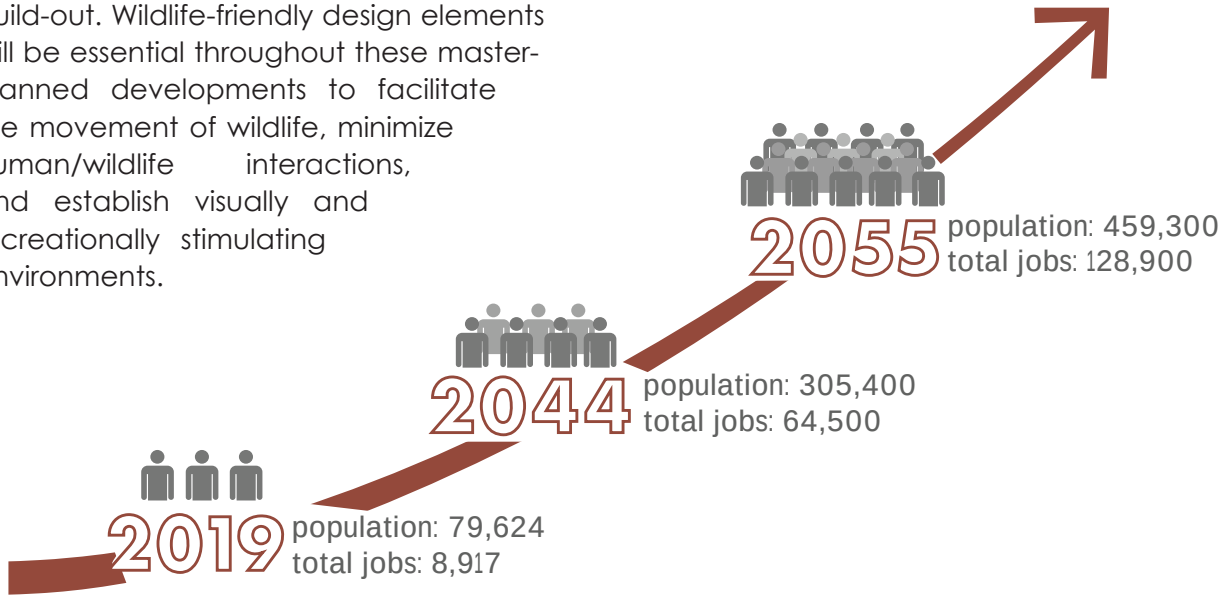
DATA HIGHLIGHTS

An Area Planned for the Future

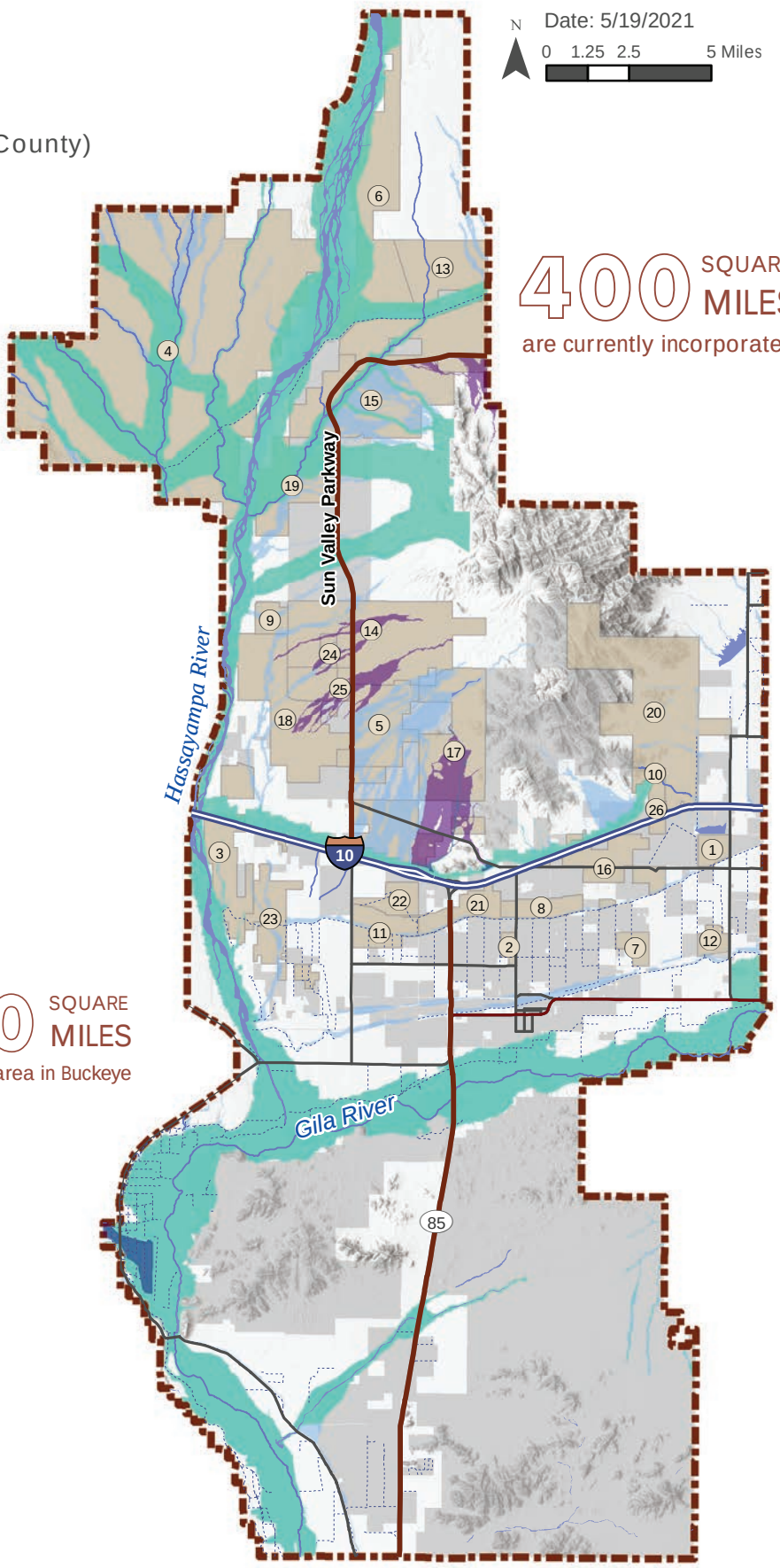
Buckeye is a highly desirable area due to its large undeveloped land, existing and planned development, quality of life, natural areas, and access to the greater region. It is one of the fastest-growing cities in the state and the country, growing by 1,300% from 1990 to 2015. Projections show population and employment increasing exponentially in the next 20 to 45 years and new developments are positioned for this growth. Employment sectors, apart from local government, provide education, health, and social services (20% of employment), as well as retail amenities (16% of employment) to the residents of Buckeye. Much of the projected growth is expected to occur within the Community Master Plans (CMP) and Planned Area Developments, with a potential for 240,000 residential units at build-out. Wildlife-friendly design elements will be essential throughout these master-planned developments to facilitate the movement of wildlife, minimize human/wildlife interactions, and establish visually and recreationally stimulating environments.

Douglas Ranch accounts for 30% of the planned developable area (33,810 acres with 84,000 units)

Festival Ranch accounts for 9% of the planned developable area (10,105 acres with 24,176 units)



Growth: Planned Development



Legend

- Canals
- 100-year Floodplain Zone (Flood Control District, Maricopa County)
- 100-Year Floodplain (FEMA)
- Rivers and Water Bodies
- Major Wildlife Corridors
- Community Master Plan & PAD
- Buckeye City Limits
- Buckeye Planning Area

Source: USFWS, USGS, & City of Buckeye

400 SQUARE MILES are currently incorporated

640 SQUARE MILES of planning area in Buckeye

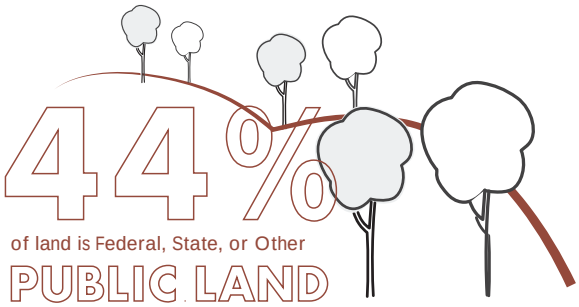
Community Master Plan & PAD

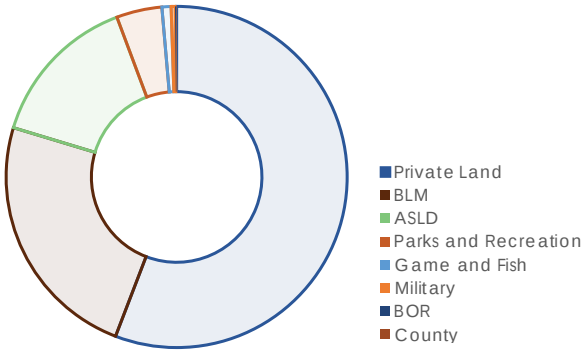
1. Blue Horizons
2. Copper Falls
3. Desert Creek
4. Douglas Ranch
5. Elianto
6. Festival Ranch
7. Henry Park
8. Monte Verde
9. Montiere
10. Sienna Hills
11. Silver Rock
12. Southwest Ranch
13. Spurlock Ranch
14. Sun Valley South
15. Sun Valley
16. Sundance
17. Tartesso
18. Tartesso West
19. Trillium West
20. Verrado
21. Westpark
22. Westwind
23. Cipriani
24. Valle Del Rio
25. Valle Del Sol
26. Mountain View Business Center

Much of the projected growth is expected to occur within the community master plans (CMP), with a potential for 240,000 residential units at build-out.

Public Land Ownership

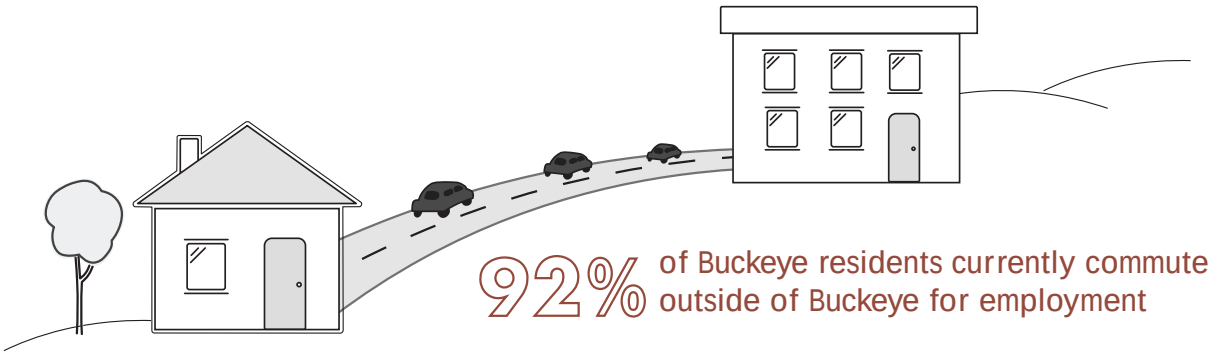
Within the City's planning area, approximately 44% of land is made up of Federal, State, or other public lands and the City is almost entirely surrounded on the north, west, and south by land owned by the Arizona State Land Department (ASLD) and the Bureau of Land Management (BLM). BLM-managed land north of I-10, not within a current Recreation and Public Purpose lease, is generally identified as available for sale or exchange. ASLD-owned land may eventually transfer to private interests and should be viewed as developable property. Through the Arizona Preserve Initiative, state lands could be designated appropriate for conservation, and then purchased, with transfer of the density from the purchased land to other state lands. A portion of this ASLD land adjacent to the White Tank Mountain Regional Park is designated as Neighborhood and Activity Center future land uses in the Buckeye General Plan.





Transportation Network

To facilitate a growing population and economy, a transportation network must be planned. Currently, 92% of Buckeye residents are commuting out of Buckeye for their employment, and between 2010 and 2015, traffic counts on I-10 and SR 85 increased by 18% and 50%, respectively. Annual growth in vehicular travel is anticipated to increase as the population continues to grow. The proposed SR 30 and the proposed I-11 would allow for more efficient vehicle travel within and outside of Buckeye, in addition to absorbing the increasing amount of vehicles on the region's roadways. As proposed roadways are developed, environmental features and wildlife connectivity should be considered to promote safety and reduce vehicular collisions with wildlife. Both ADOT and AZGFD provide guidance for wildlife connectivity, including escape measures, fencing, and crossing structures.



Growth: Planned Transportation Patterns

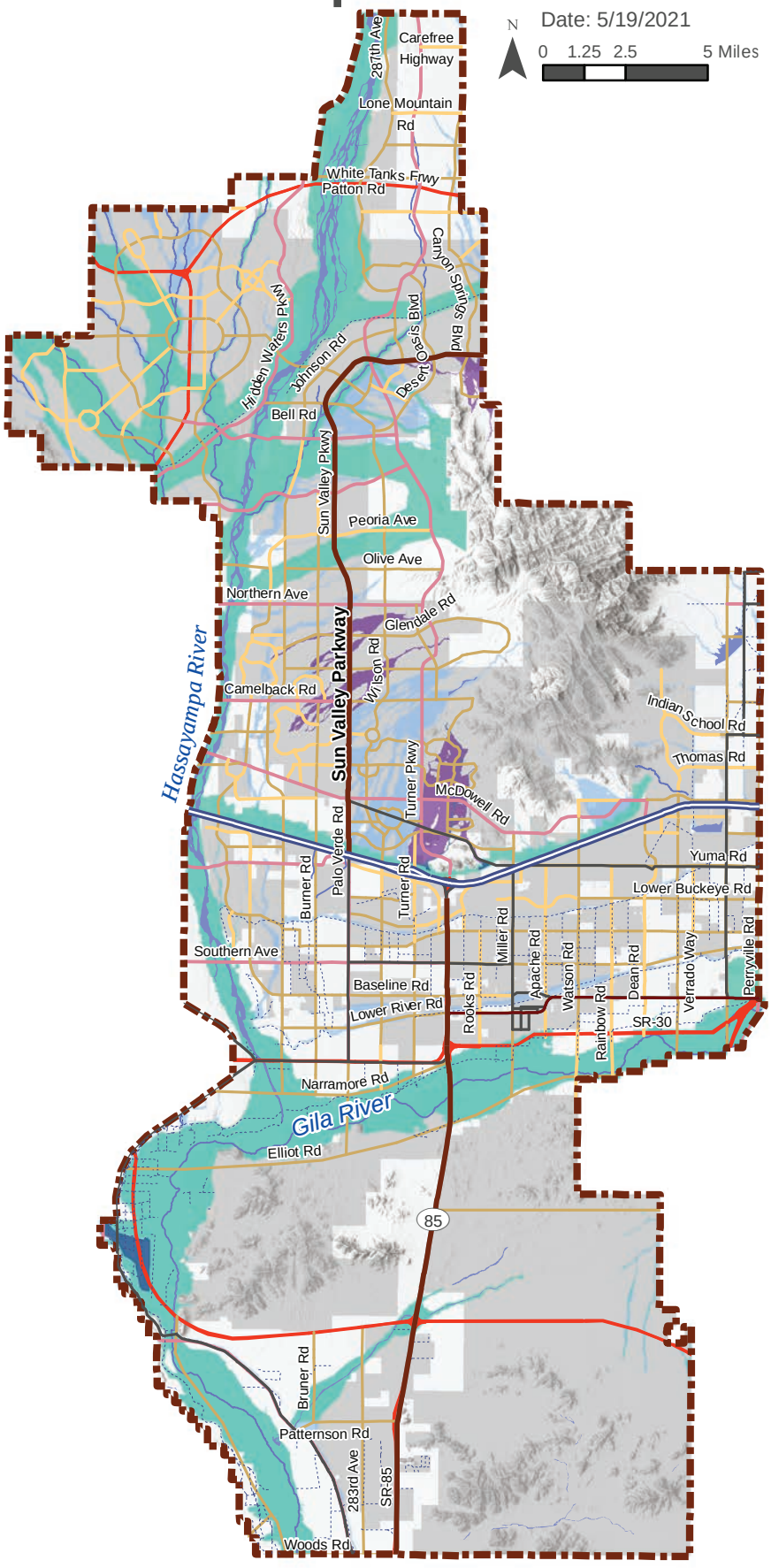
Legend

- Canals
- 100-year Floodplain Zone (Flood Control District, Maricopa County)
- 100-Year Floodplain (FEMA)
- Rivers and Water Bodies
- Major Wildlife Corridors
- Buckeye City Limits
- Buckeye Planning Area

Future Network City Classification

- Parkway
- Major Arterial
- Arterial (Highways in ADOT/ MCDOT Jurisdiction)

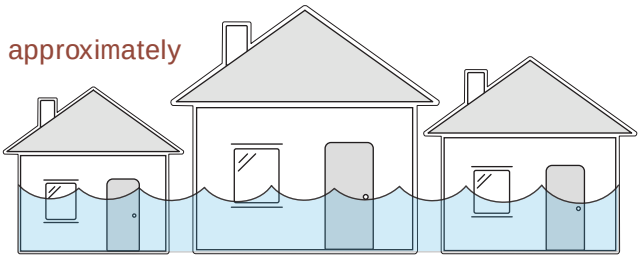
Source: USFWS, USGS, & City of Buckeye



Floodplain & Drainage

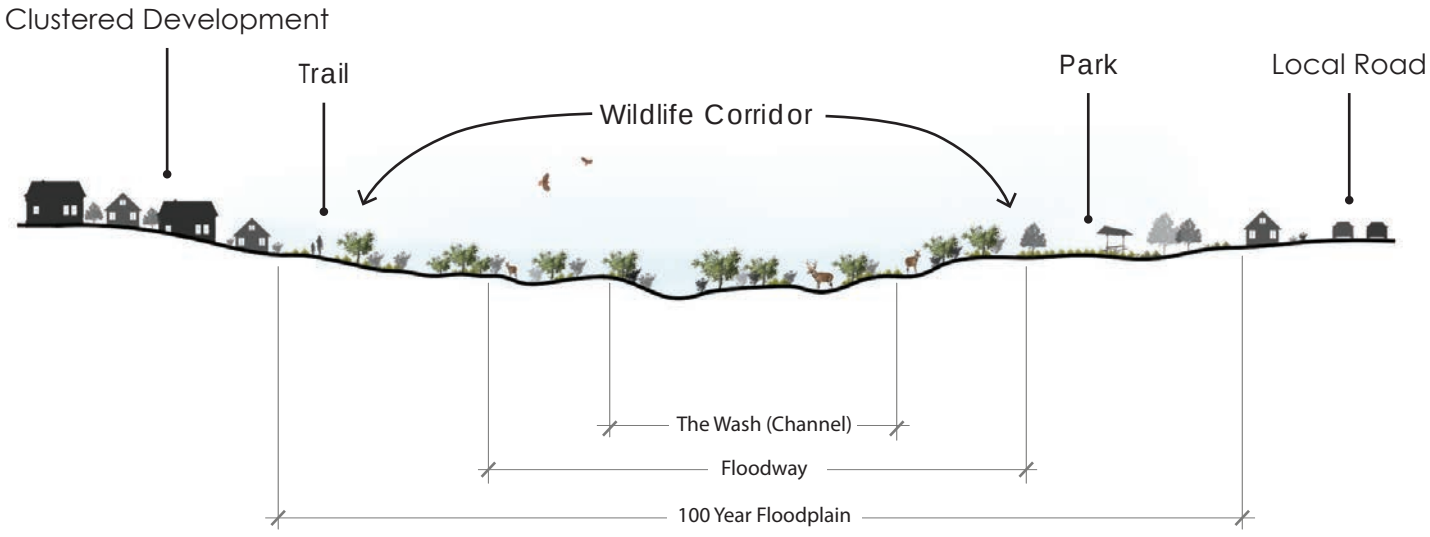
Buckeye currently relies on groundwater as its source of potable water. Many water canal and diversions crisscross Buckeye, supplying Arizona's arid communities with water needed to sustain a growing population. Canals that bring water to the area from the Colorado River, such as the Central Arizona Project, create barriers to wildlife movement.

Floodplains and washes in Buckeye are key to providing wildlife corridors and connections avoiding key barriers such as crossings at I-10, including the Flood Control District of Maricopa County flood retarding structures at the south end of the White Tank Mountains to the Hassayampa River.



Some species may use specific drainageways for travel, and increasingly as home range habitat, as urban development expands. Therefore, opportunities exist to improve safety, promote connectivity and highway permeability, and prevent loss of focal species.

Several drainage master plans have been completed in the area by the Flood Control District of Maricopa County and numerous floodplain delineation studies have identified the location and extents of the 100-year floodplain for washes connecting the White Tank Mountains and other regional mountain ranges to the Hassayampa and Gila rivers, as well as the location for alluvial fans, a key habitat opportunity for mule deer.



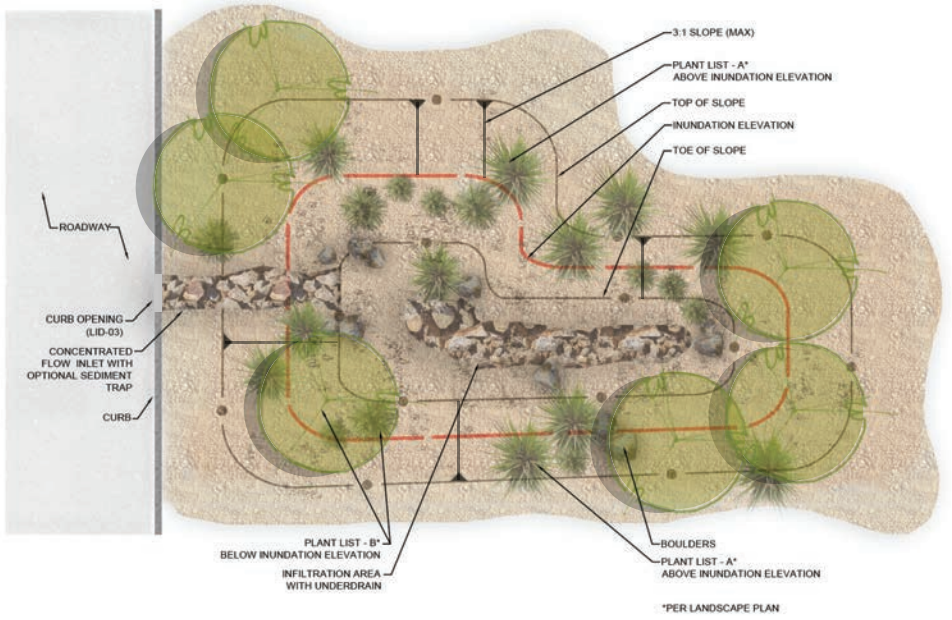
Wildlife corridors can be a part of, and enhanced by, floodplains if non-structural elements are utilized. Widths of the features depicted varies, refer to Chapter 4 for more information.

Green, Low Impact, and Multipurpose Open Space

Resilient growth patterns and wildlife corridors can be supported by green infrastructure and low impact development and multi-purpose open space concepts. These approaches are alternative to traditional engineering and are intended to manage storm flows typically found within the area. These tools re-create natural hydrological patterns by using landscaping and collection techniques that store, absorb, infiltrate, evaporate, and detain runoff. Key objectives include minimizing stormwater impacts, reducing the development/grading footprint, reducing impervious surfaces, conserving natural resources, maintaining natural drainage courses, reducing heat island effects, and reducing the reliance on pipes and structural runoff collection systems.

These concepts typically reduce the initial capital cost to development by requiring less earth work and construction costs up front. In turn, there is less impact on wildlife habitat by reducing the disturbance to native vegetation and the likelihood of the establishment of invasive plants on disturbed soils. Regular and long-term maintenance is still required. Less erosion, sedimentation, and labor-intensive maintenance associated with manicured landscaping is likely to reduce cost over the long term; however, real world lifetime studies are minimal. Developers usually absorb this cost during the construction of a project – sometimes decades – before turning common area maintenance over to homeowners' associations or managed through a Maintenance Improvement District.

LANDSCAPING DETAILS AND SPECIFICATIONS



ASU's Sustainable Cities Network "Greater Phoenix Metro Green Infrastructure Handbook" demonstrates techniques that can be incorporated into routine design elements at a site scale.

LID 5 STORMWATER HARVESTING BASIN - PLAN
N.T.S.

QUALITY OF LIFE

WHY IT MATTERS & ASSOCIATED BENEFITS

High quality of life is essential to a thriving economy and a healthy environment; it is deeply intertwined with, and inseparable from, one's interactions with the environment and growth. It brings new residents and employers to Buckeye — and keeps them there.

Quality of life includes factors, such as a variety of housing options, jobs/employment opportunities, quality schools, adequate medical facilities, public services and amenities, culture and social interactions, public safety, transportation, recreational opportunities, and open space.

Open space and outdoor recreational opportunities have a positive impact on the City in several ways. Financial benefits are accrued through sales and property taxes, recruitment of talent, new industries, and other benefits experienced through improvements in mental and physical health. Costs to the community need to include the capital, management, and operational costs of improvements. Quality of life also needs to acknowledge that we must continue to have less impact on our environments through environmentally-conscious building and development practices.

Quality of Life Resiliency & Triple Bottom Line Relationship

Environment: The environment is a critical part of what makes people healthy - from clean drinking water to protection from natural hazards. One of the few things that are permanent in any growing area is the preservation of quality open space that protect these services and provide habitat to wildlife that has long inhabited this area. Preserving our quality of life also means respecting our community plans and the chance to consider them and implement them in any solution.

Growth: Wildlife corridors, adjacent parks, and open space serve as gathering spaces for the community and can benefit surrounding neighborhoods through enhanced stormwater retention and evaporative cooling. Cost-benefit analyses and other studies highlight the increase in property value, and the resulting fiscal benefits to the City, from the associated access to wildlife corridors and other open space areas.

Quality of Life: Quality of life's value stems from access to community parks and open spaces, strong social connections, and integration of environmentally conscious development. Quality of life is transgenerational and the costs and benefits of development over time need to be considered. Quality of life seeks to provide equilibrium between current and future development to ensure long-term sustainability and community resiliency.

DATA HIGHLIGHTS

Wildlife Habitat and Economic Development

The combination of regional open spaces, wildlife, and trails are key components of tourism that increase the amount of time spent visiting an area. Open spaces that offer unique experiences, like the opportunity to see wildlife can result in an increase in visitors. Visitor activity translates into fiscal benefits, such as the generation of lodging or sales tax revenue from travel-related purchases. In 2011, the US Fish and Wildlife Service estimated that Arizona had nearly 1.6 million resident and nonresident participants engaging in wildlife viewing activities, and these participants spent approximately $935 million on related purchases. While nearly half of the economic impact is generated in the retail/accommodations/food services industries, other industries such as transportation, warehousing, finance, and professional and business services are also positively impacted by the outdoor recreation industry.

Outdoor recreation in Arizona supported roughly 108,000 jobs and $8.6 billion in gross state product in 2017, equating to approximately 2.6% of the state's economy.
(US Bureau of Economic Analysis)

Wildlife Habitat and Health

Access to nature has a direct impact on social, mental, and physical health. According to research compiled by the National Recreation and Park Association, people who live near and spend time in parks and open spaces, experience reduced levels of stress, anxiety, and depression as compared to people that do not visit those locations. Long term access to open space could reduce both personal and public spending related decreasing medical costs, as well as improve water quality, air quality, and even reduce costs and damages associated with flooding or fires. Research suggests that job attractiveness, and thus the ability to attract new industries and a younger, well-educated workforce, can increase upwards to 30% when communities offer a higher quality of life. Areas with high degrees of natural environments also attract new residents in the form of retirees, which can be seen as an engine for economic growth and development; they often have retirement income and are not tied down to a specific location for work.



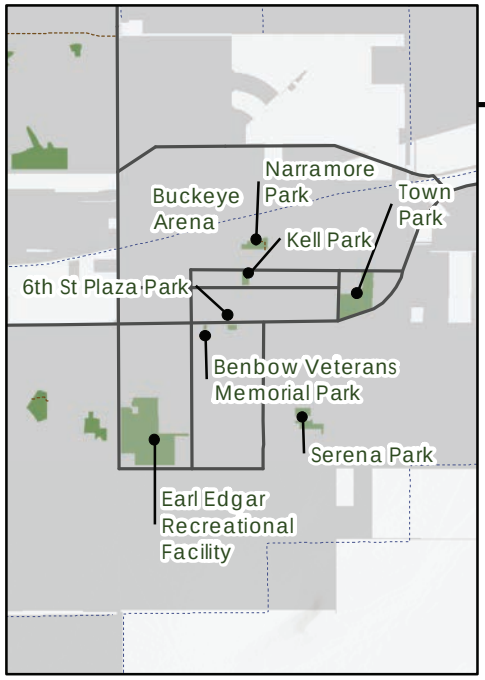
Quality of Life

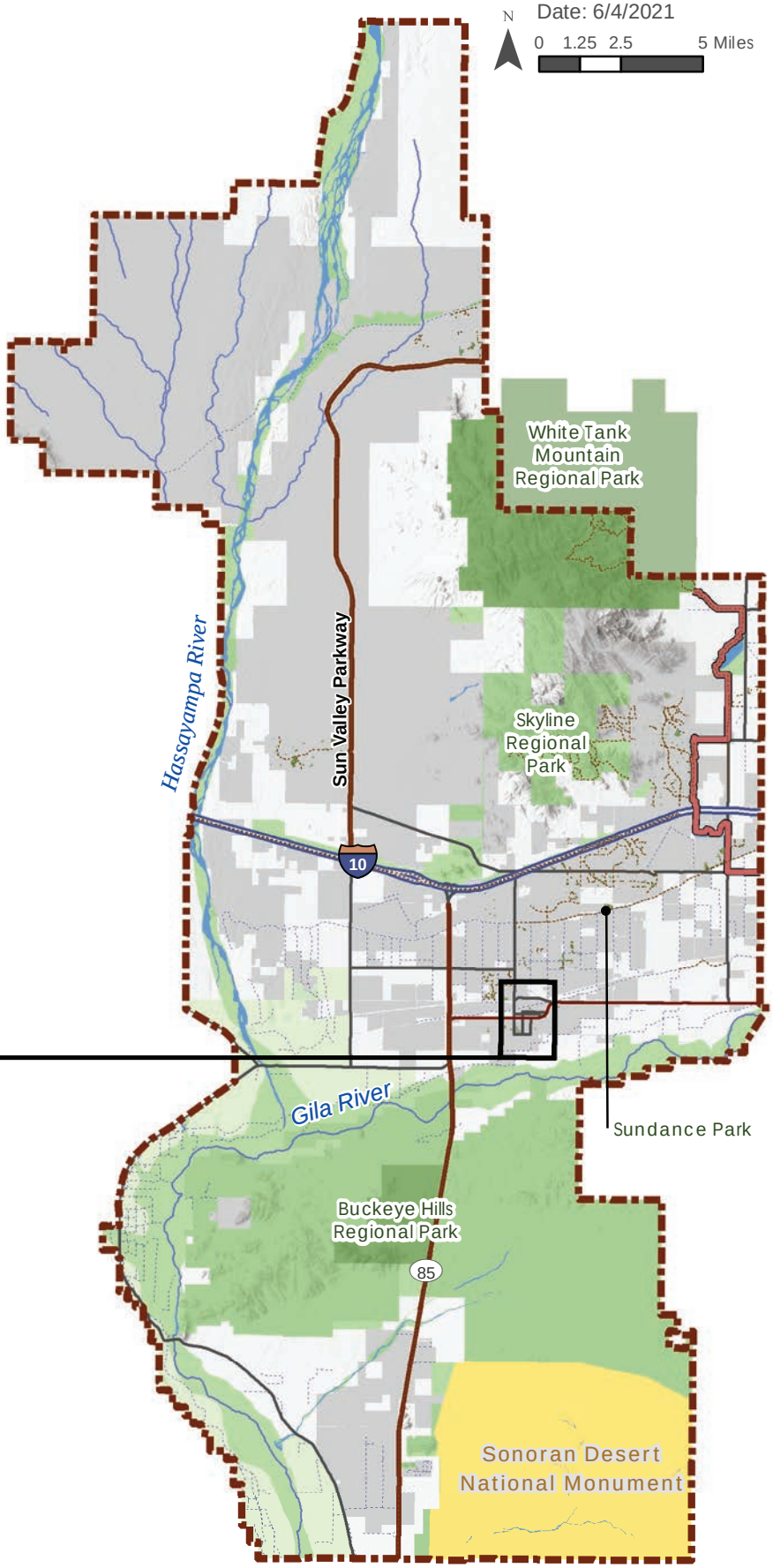
Legend

- Trails and Bikeways
- Regional Trails
- City & HOA Parks
- Open Space
- Agriculture
- Canals
- Buckeye City Limits
- Buckeye Planning Area

Source: USFWS, USGS, Maricopa County & City of Buckeye

The planning area includes 4,455 acres for Maricopa County's Buckeye Hills Regional Park, 3,459 acres for the western portion of the White Tank Regional Park, and 8,675 acres for Skyline Regional Park south of the White Tank Mountains. Skyline Regional Park is BLM land which is leased to the City at no cost for use as a regional park and mountain preserve. It provides access to miles of hiking trails with connections to Verrado's trail systems and a future trail connection with the White Tank Mountain Regional Park.

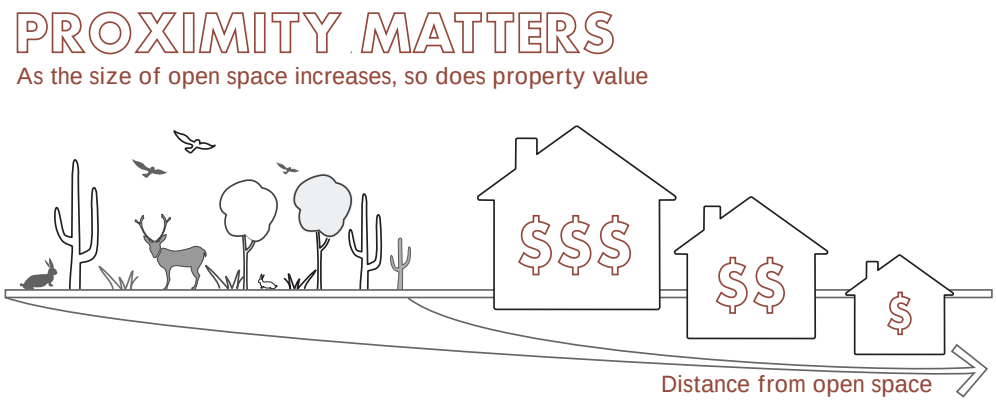




Wildlife Habitat and Property Values

Living adjacent or near open spaces creates a potential for increases in property values, resulting in additional property tax revenues for municipalities and, eventually, higher sales prices for property owners. The characteristics of an open space, in combination with the characteristics of the surrounding area, influence the degree of impact on local property values. The larger the natural area and the closer the proximity, the greater the increase. Other factors that influence an area's quality of life is the degree of naturalness, physical appearance and maintenance of the area (including safety), and amenities available.

Increases in property values can range from 3% to as much as 20% or more with a premium of 8-10% on properties abutting open spaces.



Parks, Trails, and Open Space

Parks, open spaces, and trails also provide a benefit for nature. Preservation of mountainous and rocky areas plays an important role in maintaining valuable habitat for mule deer. Conserving open space with diverse vegetation types, elevational gradients and a variety of topographic features would be key to accommodating many different species of wildlife. Steep mountains, rolling hills and mountain valleys, rocky bajadas, incised washes, ridgelines, flat desert valley, caves, and even abandoned mines all are important to the ecosystem of an area and its biodiversity.

Wildlife populations may become isolated and more susceptible to local extirpation and reduced genetic diversity without interaction with other wildlife populations. Also, reduced access to food supplies, shelter, and water sources coupled with an increased risk of vehicle impacts and human interactions can negatively impact population numbers.

According to the 2016 Parks and Recreation Master Plan, the level of service for developed park acres per 1,000 residents has not kept pace with the population growth since 2000, even though the number of smaller private parks is increasing. Larger community and regional parks serve both the broader community and wildlife. They provide opportunities to co-locate significant utilities and drainage areas that can serve as buffers to wildlife corridors and provide resting areas for wildlife. Smaller community parks can be important habitat patches or "stepping stone" habitat for many species such as birds, small reptiles, and rodents. Depending on the distribution and proximity of these small parks, they can serve to enhance a region's connectivity for wildlife.

However, many species will require larger habitat "cores" and continuous suitable habitat between these cores, to achieve population maintenance processes. The City currently provides more conservation park acres of open space per 1,000 residents (153 acres per 1,000 residents) than all other communities in Maricopa County through its provision of the 8,675-acre Skyline Regional Park in the southern White Tank Mountains. Open spaces within the planning area, as identified on the Future Land Use Map, represent close to a quarter of the future land use. These regional public lands provide some of the most significant opportunities to create the structure of a sustainable wildlife corridor network. The City outlines the open space requirements by district type in the Development Code (Table 5.4-1; page 6-9).

Another major component of quality of life is trail connections. A robust trail system encourages residents to use alternative modes of transportation and increases access to natural areas within the community. Pathways and trails can be established adjacent to natural and manmade linear corridors including rivers and washes, utility corridors, canals, and flood control structures, allowing wildlife to flourish.

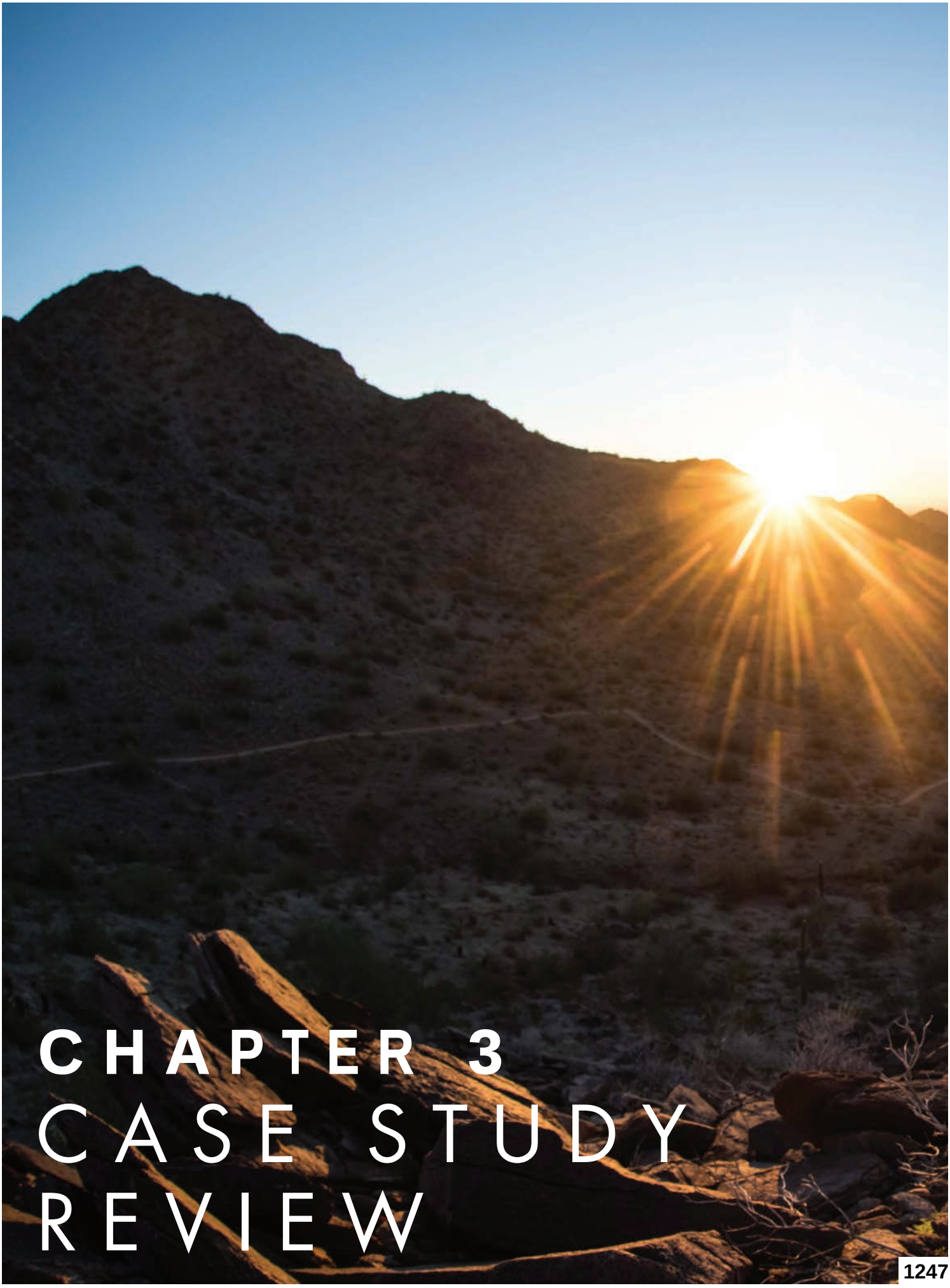
Small trail systems currently exist - both Sundance Park and Earl Edgar Recreational Facility have perimeter walking paths. The City intends to develop paths to connect regional resources, such as the mountain ranges to the rivers. Significant opportunities include the 310-mile Maricopa Trail — a shared-use non-motorized trail system to connect Maricopa County regional parks — and the El Rio trail — which is planned to run along the Gila River and will connect Estrella Mountain Regional Park to Buckeye Hills Regional Park.

The City provides

153 ACRES

PER 1,000 RESIDENTS





CHAPTER 3
CASE STUDY REVIEW

INTRODUCTION

As part of the Guide development, research was conducted by reviewing a multitude of case studies from other cities, counties, and transportation agencies. Nearly 40 case studies were initially reviewed for their applicability to the City. The case studies were subsequently refined (table on next page) to those with similarities to the City, an emphasis on a similar size community/study area, an arid environment, located in Arizona under similar state laws and regulations, and wildlife corridor specific studies. Interviews with staff members from each jurisdiction were conducted to gather further information. This section summarizes the key aspects of each case study, how the tools are implemented, and associations with the Triple Bottom Line.



CASE STUDY SUMMARIES

CASE STUDY	SIZE	ARID ENVIRONMENT	ARIZONA	WILDLIFE CORRIDOR SPECIFIC
Town of Marana, AZ	City-wide	Yes	Yes	Yes
City of Scottsdale, AZ	Site Specific	Yes	Yes	Yes
Pima County Regional Flood Control District, AZ	Regional	Yes	Yes	No
Pima County, AZ	City-wide	Yes	Yes	No
Ventura County, CA	Regional	Yes	No	Yes
Clark County, NV	Site Specific	Yes	No	Yes
City of St. George, UT	City-wide	Yes	No	Yes
Arizona Department of Transportation	Site Specific	Yes	Yes	Yes
City of Peoria, AZ	City-wide	Yes	Yes	Yes
City of Edmonton, Canada	City-wide	No	No	Yes

TOWN OF MARANA, AZ

TITLE 17 Land Development Code: Environmental Resource Preservation Native Plant Protection Landscape Requirements

In 2001, the City of Marana began working on a habitat conservation and incidental take plan, which included recommended updates and modifications to Title 17 of the Land Development Code; however, Proposition 207 (2007 [Private Property Rights Protection Act]), made updates to Title 17 not feasible because it requires the government to reimburse land owners if regulations result in a decrease in the property's value. To date, Title 17 is the only method in place to preserve corridors and protect drainage areas, but there must be a discretionary action/ council hearing similar to rezoning. Title 17 requires a Site Resource Inventory (SRI) to be completed 2 weeks before a development pre-application meeting, but there is no enforcement mechanism to ensure corridor protection. Rather, the Town of Marana works with developers on a case-by-case basis to preserve wildlife crossings and prioritize corridor connections.

Best Management Practices Identified:

- Developer-local government cooperation
- Site-specific resource inventory
- Land development code open space requirements

Highlights

Keys to Success, Barriers, and Lessons Learned

- Meaningful cooperation with developers early on is the key to preserving important wildlife crossings and corridors. Without the cooperation from developers, Arizona Proposition 207 makes it very difficult, if not impossible, to enforce preservation of wildlife corridors specifically.
- Property values on the Tortilita Fan are higher than other areas of the Town due to more open space and preservation of land. The increased open space is partially due to Title 17 and the SRI, but is also due the Pima County and Town of Marana Habitat Conservation Plans.
- Marana has seen decreased mortality rates of multiple species along transportation corridors that have wildlife crossings and non-wildlife attracting plantings. The implementation of wildlife crossings and plantings is due in part to Title 17, but also in part to placement of wildlife crossings and use of plantings.



Financing/Funding

- No specific funding for the SRI, as it is required to be completed by property owners
- Habitat conservation program funding from the Arizona Game & Fish department (Segment 1, 2, and 3 grants)
- Pima County RTA sales tax funding

Implementer/Partners(s)

The Town of Marana has had its greatest success in preserving corridors and protecting drainages through cooperation with developers on a case by case basis. Cooperation with developers at early stages prioritizes protection of wildlife corridors and crossings during the development design over protection of other, less valuable resources.

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https://static1.squarespace.com/static/54cc191ce4b0f886f4762582/t/55030b8fe4b0aba001413dea/1426262927466/Title+17+-+Environmental+Resource+Preservation.pdf

Why It Matters & Associated Benefits

The inability to ensure developers provide accurate information is the biggest barrier to preserving specific wildlife corridors and crossings. The Town of Marana has a knowledgeable staff that works with developers during the pre-application meeting and before final development entitlements to ensure the preservation of key corridors, which requires an in-depth understanding of Marana's Development Code, Title 17, and development costs.

Implementation of general habitat conservation policies and programs in conjunction with Title 17 has contributed to its success. General habitat conservation policies include the use of non-wildlife attracting plantings in road medians, landscaped buffers adjacent to major transportation corridors, open space requirements of 30% for all developments, and encouraged clustered development.

Triple Bottom Line Benefits

ENVIRONMENT						
Big Game Wildlife Movement	Connections/ Development of Unfragmented Habitat Areas	Positive Impact on other wildlife	Identified Focal Species Protection	Environmental Benefits (e.g. Water Quality, Carbon Reduction, Habitat Restoration)		Other
X	X	X		X		
GROWTH						
Integrated with Private Development	Reduction in Infrastructure Costs	Green Infrastructure/ Low Impact Design	Wildlife-Friendly Design	Usage of Drainages	Consideration of Transportation Infrastructure	Other
X			X	X		
QUALITY OF LIFE						
Integration of Recreational Amenities (Parks and Trails)	Fiscal Impacts to the City	Economic Development	Environmentally Friendly Land Use Design (e.g. sustainable housing, clustering, porosity)		Multipurpose Corridors and Partnership	Other
	X*	X*	X			

** Economic or fiscal benefits are likely but not specifically measured.*

CITY OF SCOTTSDALE, AZ

Environmentally Sensitive Lands Overlay

The Environmentally Sensitive Lands Overlay (ESL) is a series of zoning regulations originally adopted in 1991 – and subsequently amended in 2001, 2003, and 2004 – which guide the development of desert and mountain areas in Scottsdale. The ESL encompasses over 130 square miles of property, some of which were previously established within the Hillside District.

The ESL aims to identify, protect, and manage environmentally sensitive lands in the City. The Ordinance requires a percentage of each property – 20 to 80% based upon landform area and slopes – be permanently preserved as natural area open space (NAOS) and specific environmental features be protected including vegetation, washes, and mountain ridges and peaks. The ESL goal is to keep the preserved areas natural while still allowing some trails and recreation access. The ESL also regulates lighting and planting/vegetation types.

Best Management Practices Identified:

- Land development code open space requirements
- Direct acquisition of State Trust Lands for open space was approved by the voters in 2013 utilizing State Parks and Proposition 303 funds
- Preservation priority of hillsides and steep slopes
- Lighting requirements
- Planting/Vegetation Types

Highlights

Keys to Success, Barriers, and Lessons Learned

- NAOS can be released and dedicated administratively, enabling staff to coordinate with adjacent property owners to preserve contiguous land.
- NAOS percentages are based upon landform area and slope, which provides better protection in steeper slopes and more sensative areas.
- The minimum of 20% preservation and the NAOS designation are frustrating for incoming residents unaware of the ESL. Educating the public and developers about the purpose, process, and intent of the ESL has been key to overcoming political resistance.
- The ESL was well-vetted through both the Planning Commission and City Council.
- The ESL allows for an exemption from the newest standard if hardship can be shown, but the applicant must still meet standards from a previous ESL version.



Financing/Funding

- None. NAOS is dedicated when properties are developed as an exaction.

Implementer/Partners(s)

The City of Scottsdale can release and dedicate NAOS administratively, enabling staff to coordinate with adjacent property owners to preserve contiguous land pieces. The City has also partnered with the McDowell – Sonoran Conservancy to manage preserved land.

Contact/Links:

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ayaron@ScottsdaleAZ.gov

Scott Hamilton (McDowell-Sonoran Preserve Manager)

480-312-7722

https://www.scottsdaleaz.gov/codes/ESLO

Why It Matters & Associated Benefits

Scottsdale was the first municipality to develop an ESL. Many of the subsequent programs adopted by other cities have followed Scottsdale's program closely with only minor changes. Staff indicated a preference to have land dedicated by tracts via subdivision plat rather than by lot to preserve important corridors and washes better. The ESL has been revised many times since its inital adoption, and exemptions can be granted through the City Council if the newest ESL standards create a hardship, but the applicant must meet previous standards of the ESL. Applicants are not exempt from all ESL standards.

Scottsdale has designated 1/3 of the total land area as the McDowell – Sonoran Preserve and requires 20% to 80% of the area of significant landforms and steep slopes to be preserved. The percentage of land required to be preserved as NAOS varies based upon landform (lower desert, upper desert, hillside) and land slope, with hillsides and steeper slopes having the highest NAOS preservation requirements.

Triple Bottom Line Benefits

ENVIRONMENT						
Big Game Wildlife Movement	Connections/ Development of Unfragmented Habitat Areas	Positive Impact on other wildlife	Identified Focal Species Protection	Environmental Benefits (e.g. Water Quality, Carbon Reduction, Habitat Restoration)		Other
X	X	X		X		
GROWTH						
Integrated with Private Development	Reduction in Infrastructure Costs	Green Infrastructure/ Low Impact Design	Wildlife-Friendly Design	Usage of Drainages	Consideration of Transportation Infrastructure	Other
X				X		
QUALITY OF LIFE						
Integration of Recreational Amenities (Parks and Trails)	Fiscal Impacts to the City	Economic Development	Environmentally Friendly Land Use Design (e.g. sustainable housing, clustering, porosity)		Multipurpose Corridors and Partnership	Other
X	X*	X*	X			

** Economic or fiscal benefits are likely but not specifically measured.*

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT, AZ

Regulated Riparian Habitat Mitigation Standards and Implementation Guidelines

The Mitigation Standards and Riparian Habitat Projection Guidelines supplement Title 16 Chapter 16.30 of the Watercourse and Riparian Habitat Protection and Mitigation Requirements; Ordinance No. 2010 FC5. The ordinance requires preserving and/or enhancing riparian vegetation and habitat along watercourses and floodplains to promote stable flow and sediment transport conditions, preserve natural floodplain functions, and provide watercourse management. The Mitigation Standards and Riparian Habitat Projection Guidelines outline steps to develop a Riparian Habitat Mitigation Plan, whose purpose is to promote the benefits provided by riparian habitat, ensure long-term stability of natural floodplains and associated plants and animals, and promote an economic benefit to the County by providing aesthetic, recreation and wildlife values of riparian habitat for the enjoyment of residents and visitors.

Best Management Practices Identified:

- Avoidance/Minimization of disturbance
- Modified Development Standards
- Riparian Habitat Mitigation through Grading and Erosion Control, Planting, Irrigation, Maintenance/ Monitoring

Highlights

Keys to Success, Barriers, and Lessons Learned

- Builds on the Conservation Land System – Sonoran Desert Conservation Plan and Native Plant Preservation Ordinance.
    - Use of streamlined development processes to reduce delays from the USFWS and ACOE.
- Tied to floodplain protection and public safety – reduces erosion, slows flow, & reduces flood occurrences.
- While the ordinance is important, public outreach is critical to understand the "why."
- Developers are more aware than the general public. For example, unless a building permit has been submitted, it is unlikely that property owners would be aware of the standards. The Flood Control District (FCD) completes its own outreach with property owners in riparian zones.



Financing/Funding

- None (allows for Modified Development Standards).

Implementer/Partners(s)

Pima County provides notice through planning and building permit applications; Landowners pay for and implement.

Contact/Links:

Brian Jones (Division Manager)

520-724-4600

https://webcms.pima.gov/UserFiles/Servers/Server_6/File/Government/Flood%20Control/Rules%20and%20Procedures/Riparian%20Habitat%20Mitigation%20Plan%20Guidelines/onsite-guidelines.pdf

Why It Matters & Associated Benefits

The Flood Control District maps regulated floodplains and the associated riparian habitat. The guidelines define various types of habitat and their benefits, which are required to be avoided or mitigated (greater than 1/3-acre disturbance) by a property owner when development occurs. According to the Arizona Riparian Council (http://azriparian.org/), approximately 60-75% of Arizona's wildlife species are dependent on riparian habitat to sustain their populations by providing food, shelter, and protection from predators.

Vegetation management is outlined for the direct planting of trees, shrubs, and grasses on the project. The goal is to maintain the complete ecosystem habitat from soil quality to understory grasses and succulents to canopy trees and shrubs. Tree and shrub planting requirements (size, number, and type) and seeding (types and methods) are provided. Offsite mitigation may be allowed when preservation or onsite mitigation is not practicable. In this case, fee-in-lieu payments are collected and used to preserve other lands in perpetuity or restore County-owned lands that are not meeting standards.

Triple Bottom Line Benefits

ENVIRONMENT						
Big Game Wildlife Movement	Connections/ Development of Unfragmented Habitat Areas	Positive Impact on other wildlife	Identified Focal Species Protection	Environmental Benefits (e.g. Water Quality, Carbon Reduction, Habitat Restoration)		Other
X	X	X		X		Riparian habitat protection
GROWTH						
Integrated with Private Development	Reduction in Infrastructure Costs	Green Infrastructure/ Low Impact Design	Wildlife-Friendly Design	Usage of Drainages	Consideration of Transportation Infrastructure	Other
X	X	X	X	X		
QUALITY OF LIFE						
Integration of Recreational Amenities (Parks and Trails)	Fiscal Impacts to the City	Economic Development	Environmentally Friendly Land Use Design (e.g. sustainable housing, clustering, porosity)		Multipurpose Corridors and Partnership	Other
	X*	X	X		X	

** Economic or fiscal benefits are likely but not specifically measured.*

PIMA COUNTY, AZ

Transfer of Development Rights Implementation Guide (A.R.S. 11-821.03)

The Pima County Transfer of Development Rights (TDR) program and Implementation Guide is a way for landowners, in a constrained area such as a wildlife corridor or floodplain (sending area), to transfer their development rights to a growth area (the receiving area). Landowners in sending areas can sell development right credits to developers, who can then increase parcels' density in receiving areas. The seller can either agree not to develop their land, placing a deed restriction on the land, or develop it at a lower density with associated zoning restrictions. TDR programs are intended to provide an economic incentive for preserving important open space, allowing landowners to offset their property's development value.

Best Management Practices Identified:

- Transfer of Development Rights
- Receiving and Sending areas designated in the Comprehensive Plan
- Voluntary participation in the program

Highlights

Keys to Success, Barriers, and Lessons Learned

- The TDR program is completely voluntary. Property owners within the Sending Areas have the right to develop their properties in accordance with the existing zoning on their properties.
- TDR register database is maintained by the County. The database helps facilitate contacts between parties who may want to participate in the TDR program and establishes no obligations on any of the parties involved.
- Arizona's statute requires a system of monitoring sales and use of TDR's. Certificates track the number of TDR's at any one time and to reduce possible fraud that might occur if a seller tried to sell the same development potential to two different buyers.



Financing/Funding

- TDRs create an incentive for protection of sensitive lands, by allowing owners to receive compensation in return for foregoing possible development. The price of TDR's is established in the private market between buyers and sellers with no involvement from Pima County government.

Implementer/Partners(s)

Pima County established a TDR market by designating Sending and Receiving Areas and the conditions for development and manages the TDR register. Landowners voluntarily participate in the program.

Contact/Links:

Chris Poirier (Planning Official)

(520) 724-9000

https://webcms.pima.gov/UserFiles/Servers/Server_6/File/Government/Development%20Services/Land%20Planning%20and%20Regulation/Current%20Planning%20Tab/TDR%20Implementation%20Guide.pdf

https://webcms.pima.gov/UserFiles/Servers/Server_6/File/Government/Development%20Services/Land%20Planning%20and%20Regulation/Current%20Planning%20Tab/DRC%20procedures%20&%20requirements.pdf

Why It Matters & Associated Benefits

A TDR program provides another method for the County to conserve sensitive lands that have been identified for preservation without having to buy the land and taking the land off the tax rolls, while at the same time allowing the property owner to continue to receive economic benefit from the land. In addition, a TDR program can help encourage more urban development into areas where it is more appropriate. It can also discourage "wildcat" or unregulated development in some areas of the County.

Triple Bottom Line Benefits

ENVIRONMENT						
Big Game Wildlife Movement	Connections/ Development of Unfragmented Habitat Areas	Positive Impact on other wildlife	Identified Focal Species Protection	Environmental Benefits (e.g. Water Quality, Carbon Reduction, Habitat Restoration)		Other
	X	X		X		
GROWTH						
Integrated with Private Development	Reduction in Infrastructure Costs	Green Infrastructure/ Low Impact Design	Wildlife-Friendly Design	Usage of Drainages	Consideration of Transportation Infrastructure	Other
X	X	X	X		X	
QUALITY OF LIFE						
Integration of Recreational Amenities (Parks and Trails)	Fiscal Impacts to the City	Economic Development	Environmentally Friendly Land Use Design (e.g. sustainable housing, clustering, porosity)		Multipurpose Corridors and Partnership	Other
X		X	X			

Cluster Development Guidelines (Section 18.09.040)

Cluster development provides for thoughtful site planning and design that recognizes the constraints and opportunities of that site. Cluster development allows for cost-effective development due to decreases in grading and more efficient servicing of the development with utilities, roads, and other essential services; additional open space for private or community purposes; and protection of existing neighborhoods through the provision of open space buffers and the location of structures. Remaining land can be put into a conservation easement. A conservation easement will involve a land trust where the landowner retains ownership of the land but forfeits the development right in exchange for compensation and tax incentives. Conservation easements are maintained on the land in perpetuity and are recorded in land records and on the property title.

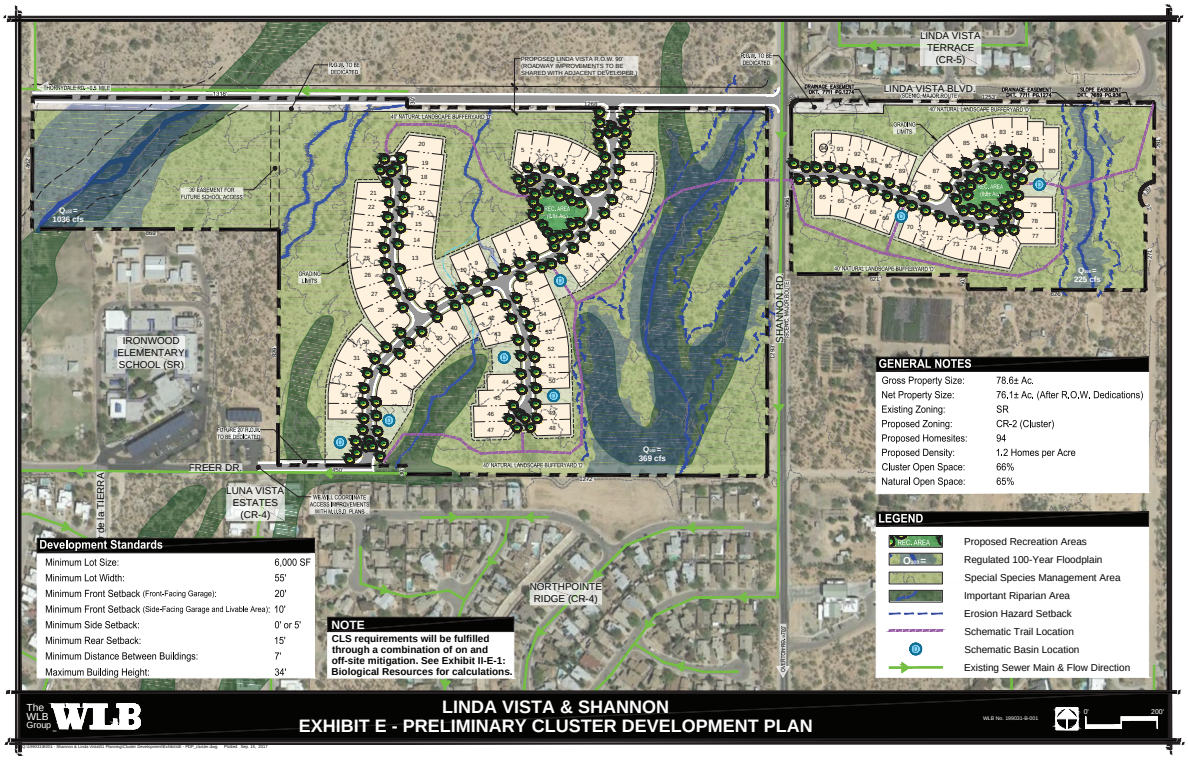
Best Management Practices Identified:

- Conservation Easements
- Cluster Developments
- Site-Specific Planning and Analysis

Highlights

Keys to Success, Barriers, and Lessons Learned

- Cluster developments are not popular among the high-end real estate markets, which prefer one-acre homesites. Cluster developments often look like townhouse complexes, which does not hold much market appeal, especially in rural areas. According to County staff, only five development projects have opted for the cluster zoning approach in the past five years because of the lack of interest in the market.



Financing/Funding

- No funding is provided for cluster development, however, conserved lands can be put into a conservation easement. Certain tax and incentives to landowners can be realized when land is put into a conservation easement.

Implementer/Partners(s)

Developers and Pima County. Cluster developments are proposed by developers and approved through the County's Planning Division.

Contact/Links:

Chris Poirier (Planning Official)

(520) 724-9000

https://webcms.pima.gov/UserFiles/Servers/Server_6/File/Government/Development%20Services/Land%20Planning%20and%20Regulation/Current%20Planning%20Tab/TDR%20Implementation%20Guide.pdf

https://webcms.pima.gov/UserFiles/Servers/Server_6/File/Government/Development%20Services/Land%20Planning%20and%20Regulation/Current%20Planning%20Tab/DRC%20procedures%20&%20requirements.pdf

Why It Matters & Associated Benefits

Developed in the mid-1970s, Fairfield Sunrise was one of the first projects to take advantage of the Pima County land development code's new cluster development option. The property includes numerous exposed ridges and steep, narrow canyons that thread down to the Rillito River. Within this sensitive landscape, the developer grouped homes on small building lots and designed narrow streets that help preserve open space and views of the city below. Fairfield Sunrise ended up with considerably more open space than other one-acre subdivisions. As a result, it succeeded in preserving wildlife corridors and drainage areas that allows multiple species to migrate between desert and mountains. Because the project's design reduced the number of roads, overall infrastructure costs were kept low. At the same time, city views turned out to be more marketable than originally assumed. The combination of these factors made Fairfield Sunrise a financial success.

Triple Bottom Line Benefits

ENVIRONMENT						
Big Game Wildlife Movement	Connections/ Development of Unfragmented Habitat Areas	Positive Impact on other wildlife	Identified Focal Species Protection	Environmental Benefits (e.g. Water Quality, Carbon Reduction, Habitat Restoration)		Other
	X	X		X		
GROWTH						
Integrated with Private Development	Reduction in Infrastructure Costs	Green Infrastructure/ Low Impact Design	Wildlife-Friendly Design	Usage of Drainages	Consideration of Transportation Infrastructure	Other
X	X	X	X		X	
QUALITY OF LIFE						
Integration of Recreational Amenities (Parks and Trails)	Fiscal Impacts to the City	Economic Development	Environmentally Friendly Land Use Design (e.g. sustainable housing, clustering, porosity)		Multipurpose Corridors and Partnership	Other
X		X	X			

VENTURA COUNTY, CA

Habitat Connectivity and Wildlife Corridors Overlay Zone (Sec. 8109-4.8) of the Ventura County Non-Coastal Zoning Ordinance

Ventura County revised their Zoning Ordinance to ensure development is designed and constructed to allow wildlife and plant species to disperse between natural lands without violating individual property rights. Early stated goals included minimizing habitat loss and fragmentation, reducing corridor chokepoints, and abating direct and indirect barriers. They found that the degree to which the land supports wildlife movement depends on both the physical setting and the behavioral response of plants and animals.

Best Management Practices Identified:

- Invasive plants use restrictions
- Outdoor night lighting standards
- Impermeable fencing limits
- Buffers around surface water and important road crossings
- Designated Critical Wildlife Passage Zones with compact siting

Highlights

Keys to Success, Barriers, and Lessons Learned

- Directed by Board of Supervisors and a clear set of objectives
- A broad range of outreach
- Based on South Coast Wildlands GIS analysis to delineate linkages for best "live-in" and "move-through" habitats
- The ordinance contains a sufficient number of exemptions and compromises. Several modifications to the ordinance were made based on input: fencing regulations, added exemptions, parcel size thresholds used for the compact siting standards, refinements to the crossing structure identification methodology, standards for essential lighting and security lighting, and allowances made for invasive plants that are grown for commercial agricultural purposes.

Regulatory Mechanisms in Zoning Ordinance	Project Objective
Limits on outdoor night lighting	Minimize indirect barriers
Buffers around Surface Water Features	Minimize Vegetation Loss and Habitat Fragmentation
Buffers around road crossings	Minimize Vegetation Loss and Habitat Fragmentation
Limits on impermeable fencing	Minimize direct barriers
Encourage Compact Siting in CWPAs	Minimize Vegetation Loss and Habitat Fragmentation, Protect/Enhance Chokepoints
Prohibit intentional planting of invasive plants	Minimize Vegetation Loss and Habitat Fragmentation

Financing/Funding

- None

Implementer/Partners(s)

Developer (limited prohibitions, many exceptions).

Contact/Links:

Shelley Sussman (Senior Planner, Ventura County Resource Management Agency)

805-654-2493

shelley.sussman@ventura.org

https://docs.vcrma.org/images/pdf/planning/ordinances/VCNCZO_Current.pdf

Why It Matters & Associated Benefits

The County highlighted the following benefits: movement through habitats is essential for wildlife and native plant survival; protection of Ventura County's biological diversity (plants and animals); allowing animals to find food, shelter, establish home ranges; protection against die-off due to diseases, periodic loss of food resources, and inbreeding; and provide crucial habitat after fires (riparian areas are key for post-fire survival). Many scientists, regulators, academics, land managers, private property owners, businesses, and non-profits worked together to select animal and plant species to represent a diversity of habitat needs and movement patterns ("Focal species"). Regulatory mechanisms in the zoning ordinance focus on outdoor night lighting limits, buffers around surface water features, buffers around road crossings, limits on impermeable fencing, encouraging compact siting, and prohibiting intentional planting of invasive plants.

Triple Bottom Line Benefits

ENVIRONMENT						
Big Game Wildlife Movement	Connections/ Development of Unfragmented Habitat Areas	Positive Impact on other wildlife	Identified Foc al Species Protection	Environmental Benefits (e.g. Water Quality, Carbon Reduction, Habitat Restoration)		Other
X	X	X	X	X		
GROWTH						
Integrated with Private Development	Reduction in Infrastructure Costs	Green Infrastructure/ Low Impact Design	Wildlife-Friendly Design	Usage of Drainages	Consideration of Transportation Infrastructure	Other
X		X	X		X	
QUALITY OF LIFE						
Integration of Recreational Amenities (Parks and Trails)	Fiscal Impacts to the City	Economic Development	Environmentally Friendly Land Use Design (e.g. sustainable housing, clustering, porosity)		Multipurpose Corridors and Partnership	Other
			X		X	

CLARK COUNTY, NV

Clark County Wetlands Park and Las Vegas Wash Improvements

The Clark County Wetlands Park and Las Vegas Wash serves to provide wildlife habitat, flood mitigation, and passive recreation. Wetlands enhancement, bank stabilization, and revegetation are key components in the Wetlands Park and Wash. What was once a highly-structural flood control measure is now a hybrid of structural and non-structural efforts to mitigate flooding and provide much-needed wildlife habitat in the County. These improvements have also resulted in flood hazard avoidance, erosion control, public safety & education, preservation of environmentally and economically sensitive areas, improved water quality, economic opportunities, and tourism.

Best Management Practices Identified:

- Erosion control structures (weirs)
- Invasive plant species management program
- Revegetation
- Extensive wildlife and water quality monitoring
- Desert Conservation Program Development Disturbance fee (USFWS - ESA Program)

Highlights

Keys to Success, Barriers, and Lessons Learned

- Community support and non-profit agency efforts led to the prioritization and the subsequent development of the Wetlands Park, which continues to provide education, and active and passive recreational opportunities to the public and tourists.
- An initial barrier to this program was a lack of community awareness of the importance of open space, the Wash, and its surrounding wetlands. The Southern Nevada Water Authority reached out to the public in 1998 to develop solutions to address the Wash's degradation and wetlands.
- The Las Vegas Wash Coordination Committee is represented by over two dozen local, state, and federal agencies, the environmental community, the business community, the City of Las Vegas, the University of Nevada Las Vegas (UNLV), and private citizens.



Financing/Funding

- Clark County approved a quarter-cent sales tax allocated for water and wastewater projects. Grants and general funds are also used.

Implementer/Partners(s)

City, Water Authority

Contact/Links:

Las Vegas Wash Coordination Committee

702.258.3930

Southern Nevada Water Authority

Beth Moore

702.822.8449

Why It Matters & Associated Benefits

The Wetlands Park's cornerstone is its Nature Center, which provides education about the Wash and the region. In addition to the Nature Center, a 210-acre nature preserve is home to trails, ponds, and constructed weirs, which help slow water, prevent erosion and promote healthy wetlands.

There are 19 weirs along the Wash for bank stabilization. Additionally, an invasive plant species management program has been implemented with 500 acres revegetated and over 500,000 pounds of trash removed from the Wash and surrounding areas. Wildlife and water quality monitoring is conducted, as is cultural resource identification. Biological surveys are also conducted to ensure the viability of the Wash's Adaptive Management Plan.

Triple Bottom Line Benefits

ENVIRONMENT						
Big Game Wildlife Movement	Connections/ Development of Unfragmented Habitat Areas	Positive Impact on other wildlife	Identified Focal Species Protection	Environmental Benefits (e.g. Water Quality, Carbon Reduction, Habitat Restoration)		Other
	X	X		X		Flood hazard mitigation

GROWTH						
Integrated with Private Development	Reduction in Infrastructure Costs	Green Infrastructure/ Low Impact Design	Wildlife-Friendly Design	Usage of Drainages	Consideration of Transportation Infrastructure	Other
	X	X	X	X		

QUALITY OF LIFE					
Integration of Recreational Amenities (Parks and Trails)	Fiscal Impacts to the City	Economic Development	Environmentally Friendly Land Use Design (e.g. sustainable housing, clustering, porosity)	Multipurpose Corridors and Partnership	Other
X	X	X*	X	X	Recreational opportunities and safety

** Economic or fiscal benefits are likely but not specifically measured.*

CITY OF ST. GEORGE, UT

Floodplain and Trails

After a devastating dam failure and subsequent reluctance to pass ordinances limiting development along the river, the City of St. George turned to develop a walking trail along an 8-mile stretch of the river that would provide adequate setback to keep people out of harm's way. Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) funds were used to acquire property along the badly damaged riverbanks of the Virgin River to stop further development. It was the first time FEMA had ever awarded such a grant to a community. The City of St. George now has a trail system that has expanded to 43 miles and has created a new, vibrant social mentality and many economic opportunities for the community. The trail is also a "service road" for a city sewer line and fire protection access.

Best Management Practices Identified:

- Trail Buffer
- Bike/Pedestrian Path
- Setbacks
- Property Acquisition

Highlights

Keys to Success, Barriers, and Lessons Learned

- City Council initially voted against a measure to ban development along the river in a 3-2 vote. That event led to the walking trail that would provide the desired adequate setback from the river.
- The City's flexibility and willingness to develop an alternative option to protect its citizen and preserve the floodplain has proven successful, with several communities now enjoying the economic and health-related benefits of the trail.



Financing/Funding

- Initially funded through FEMA Hazard Mitigation Grant Program (HMGP), on-going trail efforts are funded through parks and recreation and general fund sources.

Implementer/Partners(s)

City

Contact/Links:

Shane McAffee (Director of Leisure Services)

435-627-4530

shane.mcaffee@sgcity.org

https://www.sgcity.org/legacy/floodplain/

Why It Matters & Associated Benefits

Trail buffers are a regionally appropriate, effective method of preserving land along waterways and promoting safety for residents and the natural environment. The buffers enhance the environmental quality, providing nesting areas for endangered birds and fish species, and providing a greenway corridor. Trails can serve as dual purpose linear maintenance roads for utility corridors.

Triple Bottom Line Benefits

ENVIRONMENT					
Big Game Wildlife Movement	Connections/ Development of Unfragmented Habitat Areas	Positive Impact on other wildlife	Identified Focal Species Protection	Environmental Benefits (e.g. Water Quality, Carbon Reduction, Habitat Restoration)	Other
	X	X		X	Flood hazard mitigation

GROWTH						
Integrated with Private Development	Reduction in Infrastructure Costs	Green Infrastructure/ Low Impact Design	Wildlife-Friendly Design	Usage of Drainages	Consideration of Transportation Infrastructure	Other
	X	X	X	X		

QUALITY OF LIFE					
Integration of Recreational Amenities (Parks and Trails)	Fiscal Impacts to the City	Economic Development	Environmentally Friendly Land Use Design (e.g. sustainable housing, clustering, porosity)	Multipurpose Corridors and Partnership	Other
X	X	X	X	X	Recreational opportunities and safety

ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT)

Arizona Department of Transportation Wildlife Connectivity Guidance & 2006 Arizona Wildlife Linkages Assessment

Arizona Department of Transportation compiled multiple case studies across Arizona, analyzing various corridors with wildlife underpasses, bridges, and fencing. In each case study, the rate of wildlife-vehicle collisions of elk and deer decreased. Also, the case studies show an increased economic benefit from reduced elk-vehicle collisions.

The 2006 Arizona Wildlife Linkages Assessment was developed to identify large blocks of protected habitat, the potential wildlife movement corridors between, as well as through them, and the factors threatening to disrupt these linkage zones. The Assessment additionally outlines the methodology to create specific wildlife linkage designs in each of the potential linkage zones.

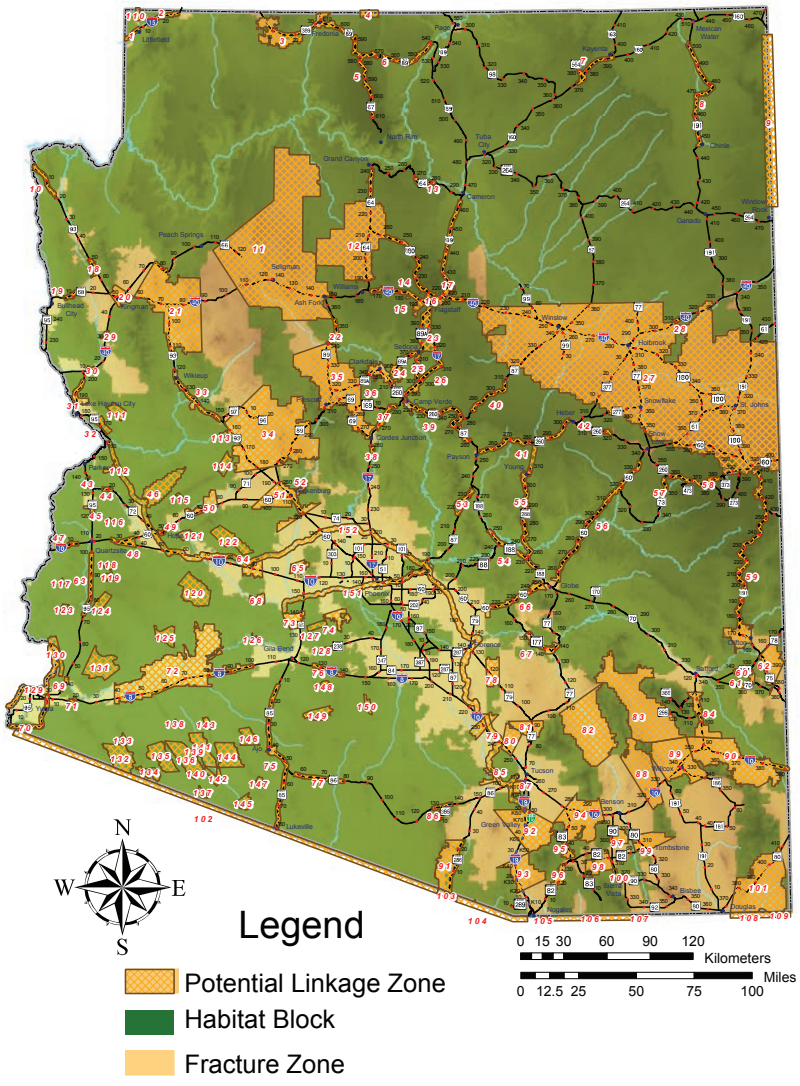
Best Management Practices Identified:

- Wildlife underpasses
- Wildlife funnel fencing
- Wildlife escape measures
- Identification of threat and opportunities

Highlights

Keys to Success, Barriers, and Lessons Learned

- The highest priority corridors for preservation have the highest threat, opportunity for use, and the highest biological value.
- The design of the wildlife linkage should be determined on a case by case basis.
- Each species and habitat type have different requirements for crossings.



Financing/Funding

- Various state, local, and federal grant funds. A full list can be found here: https://azdot.gov/sites/default/files/2019/06/awlw-section-xii-sources-for-connectivity-resolution.pdf

Implementer/Partners(s)

This project built upon an already existing collaborative partnership between the Federal Highway Administration, ADOT, Arizona Game and Fish Department, and the USDA Forest Service Tonto National Forest.

Contact/Links:

Scott Sprague

ssprague@azgfd.gov

https://azdot.gov/sites/default/files/2019/06/wildlife_connectivity_guidance.pdf

https://azdot.gov/business/environmental-planning/programs/wildlife-linkages

Why It Matters & Associated Benefits

Each wildlife crossing should be designed with the species, habitat type, and degree of habitat fragmentation in mind. Also, corridors that were highly prioritized are those with the highest threat of loss or degradation, highest opportunity for use, and highest biological value.

Triple Bottom Line Benefits

ENVIRONMENT						
Big Game Wildlife Movement	Connections/ Development of Unfragmented Habitat Areas	Positive Impact on other wildlife	Identified Focal Species Protection	Environmental Benefits (e.g. Water Quality, Carbon Reduction, Habitat Restoration)		Other
X	X		X			

GROWTH						
Integrated with Private Development	Reduction in Infrastructure Costs	Green Infrastructure/ Low Impact Design	Wildlife-Friendly Design	Usage of Drainages	Consideration of Transportation Infrastructure	Other
			X		X	

QUALITY OF LIFE					
Integration of Recreational Amenities (Parks and Trails)	Fiscal Impacts to the City	Economic Development	Environmentally Friendly Land Use Design (e.g. sustainable housing, clustering, porosity)	Multipurpose Corridors and Partnership	Other
		X			

CITY OF PEORIA, AZ

Peoria Sonoran Preservation Plan - Acquisition for Open Space

Peoria incorporated the Maricopa County Wildlife Connectivity Assessment into their Open Space Decision Support Model, where wildlife linkages are priorities when looking at land acquisitions for open space.

The key elements of the Peoria Sonoran Preservation Plan are to: prioritize ecologically and historically significant land, provide abundant, high-quality recreational opportunities, create an extensive open space network for future generations to enjoy, and implement effective funding and conservation strategies.

Best Management Practices Identified:

- Cooperative planning of Federal, State, and private lands containing a high level of natural, recreational, scenic, and cultural values
- Cooperation with landowners to obtain conservation easements, dedications, or acquisitions

Highlights

Keys to Success, Barriers, and Lessons Learned

- By focusing on lands with multiple resource values and areas close to each other - there is greater public support for utilizing general funds, grants, park impact fees, and land dedication.
- Tools focus both on acquisition and conservation easements. Developed parkland is often located directly beside open space areas.
- A focus on lands near each other creates an open space system that serves multiple benefits.
- A key factor in the success of the Sonoran Preservation Plan is the cooperation with private landowners to obtain conservation easements, dedications, or acquisitions for identified significant parcels using open space and park funds.



Financing/Funding

- The only existing funding mechanism is private land open space dedications through the Hillside and DLCO entitlement process, which can only be applied in specific areas. The following were suggested: 1) Dedicated Sales Tax or property tax 2) Open Space Bonds 3) Property Assessments/ Special Districts 4) General Fund Taxes 5) Local Government Partnerships 6) Federal, state, and non-profit grants 7) Capital Campaigns, Corporate Donations, and Gifts (individual, planned, memorial) 8) Volunteer and In-Kind Services
- The City Code allows for a broader definition of parks to include open space related to park impact fees or land dedication for a park and recreation area.

Contact/Links:

Chris Jacques

chris.jacques@peoriaaz.gov

https://www.peoriaaz.gov/government/departments/planning-and-zoning/document-library

peoriaaz.gov/Home/ShowDocument?id=11383

Implementer/Partners(s)

Bureau of Land Management

Why It Matters & Associated Benefits

A Decision Support System was developed to identify sensitive lands that merit special consideration for conservation. The model used over 20 datasets to identify and prioritize areas that merit special consideration for protection and can be updated as prioritization and criteria change over time to meet the City's changing needs. The criteria included cultural resources, scenic quality, access, distance proximity, wildlife habitat, and ownership. These inputs are weighted from 1-10 based on the community's values and their level of importance for protection. The City can continually alter weights and criteria to reflect current visions and needs.

Triple Bottom Line Benefits

ENVIRONMENT						
Big Game Wildlife Movement	Connections/ Development of Unfragmented Habitat Areas	Positive Impact on other wildlife	Identified Focal Species Protection	Environmental Benefits (e.g. Water Quality, Carbon Reduction, Habitat Restoration)		Other
	X					
GROWTH						
Integrated with Private Development	Reduction in Infrastructure Costs	Green Infrastructure/ Low Impact Design	Wildlife-Friendly Design	Usage of Drainages	Consideration of Transportation Infrastructure	Other
X		X				
QUALITY OF LIFE						
Integration of Recreational Amenities (Parks and Trails)	Fiscal Impacts to the City	Economic Development	Environmentally Friendly Land Use Design (e.g. sustainable housing, clustering, porosity)		Multipurpose Corridors and Partnership	Other
X	X*	X*	X			

** Economic or fiscal benefits are likely but not specifically measured.*

CITY OF EDMONTON, CANADA

Wildlife Passage Engineering Design Guidelines

These design guidelines were created to provide transportation designers and decision-makers with recommendations to incorporate wildlife needs into transportation projects. The desired outcomes are: 1) maintain habitat connectivity and reduce genetic isolation among Edmonton's wildlife populations so that these communities continue to fulfill their ecological, social, and economic functions and 2) to aid in the reduction of human-wildlife conflict, improve awareness, safety, and reduce collisions.

Best Management Practices Identified:

- Planning and Design Guidelines
- Mitigation Toolbox
- Construction BMPs
- Maintenance/Operations BMPs

Highlights

Keys to Success, Barriers, and Lessons Learned

- These guidelines were developed by a multidisciplinary team for a variety of partners, ensuring viability of the guidelines.
- Application of the best available science in wildlife passage design were adapted to a fragmented Urban Environment.
- Effectively communicating this information in a way that helps bridge the conversation between ecologists and transportation engineers ensures the integration of wildlife passage requirements into planning.
- Design guidelines are not intended to be overly prescriptive, which allows for flexibility to achieve a unique design for each location that suits both wildlife and humans.



Financing/Funding

- None.

Implementer/Partners(s)

Developers and City leaders. Support of city leadership to initiate a wildlife passage program is key to the longer term success of design guidelines.

Contact/Links:

Office of Natural Areas & Urban Biodiversity

Thomas Watson (Natural Areas Team Leader)

Thomas.Watson@edmonton.ca

https://www.edmonton.ca/city_government/documents/WPEDG_FINAL_Aug_2010.pdf

Why It Matters & Associated Benefits

The guidelines are used at various stages in a transportation project's life cycle, including planning, design, construction, operation, and maintenance. A detailed mitigation toolbox provides best practices, including signage, fencing, lighting, vegetation management, culverts, bridges, education, reduction in speed limits, diversion methods, and wildlife crosswalks. Other best practices are provided for construction, such as minimizing tree removal, managing erosion, waste management, and noise.

Triple Bottom Line Benefits

ENVIRONMENT						
Big Game Wildlife Movement	Connections/ Development of Unfragmented Habitat Areas	Positive Impact on other wildlife	Identified Focal Species Protection	Environmental Benefits (e.g. Water Quality, Carbon Reduction, Habitat Restoration)		Other
X	X	X		X		
GROWTH						
Integrated with Private Development	Reduction in Infrastructure Costs	Green Infrastructure/ Low Impact Design	Wildlife-Friendly Design	Usage of Drainages	Consideration of Transportation Infrastructure	Other
X	X	X	X	X	X	
QUALITY OF LIFE						
Integration of Recreational Amenities (Parks and Trails)	Fiscal Impacts to the City	Economic Development	Environmentally Friendly Land Use Design (e.g. sustainable housing, clustering, porosity)		Multipurpose Corridors and Partnership	Other
	X*	X	X		X	

** Economic or fiscal benefits are likely but not specifically measured.*

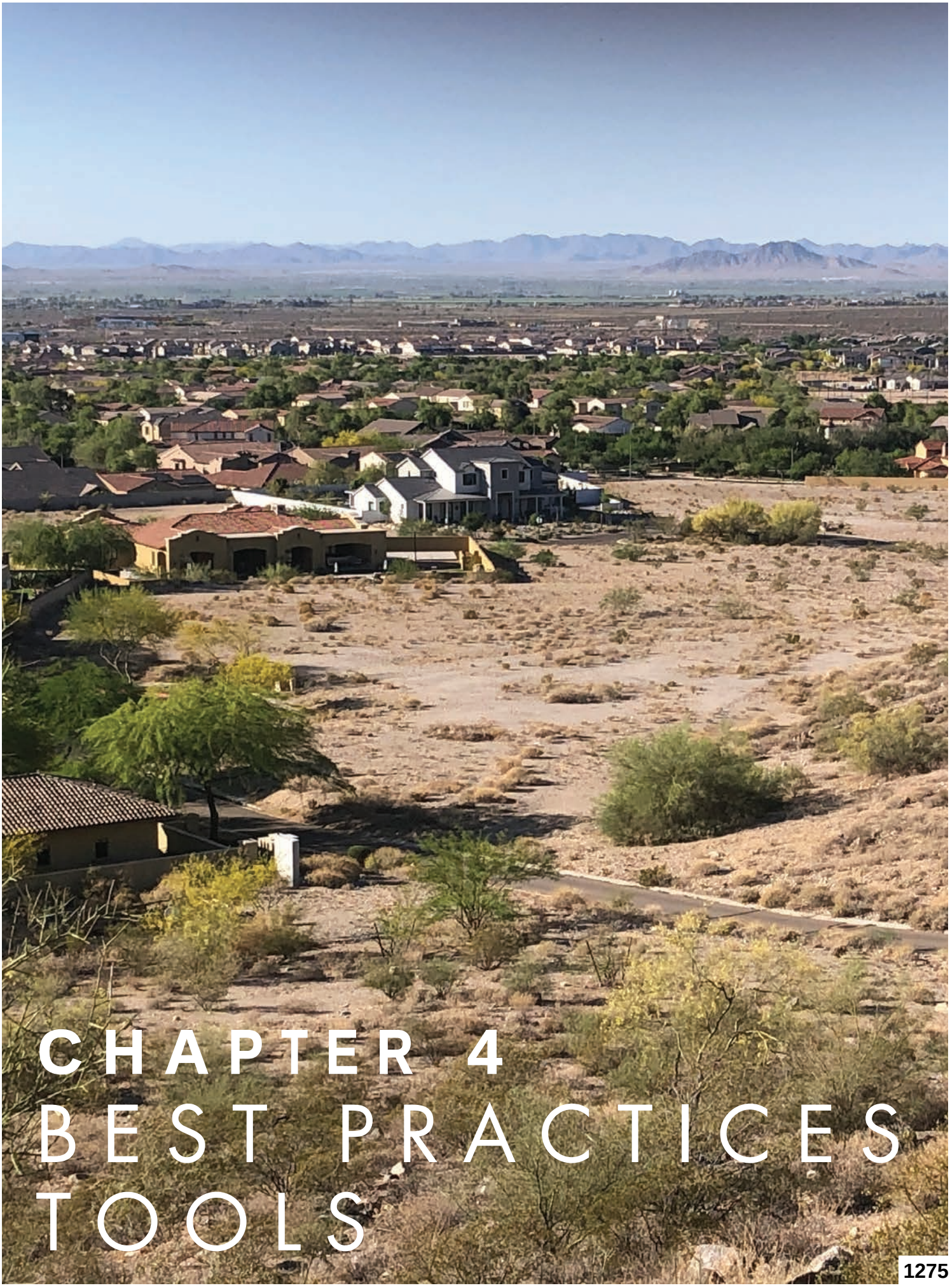
CASE STUDY SUMMARY

The following table summarizes the best practice tools presented in each case study and identifies those that were carried forward for recommendation. The recommendations presented in Chapter 4 are based on each tool's applicability to Buckeye (Applicability) and overall positive impact (Impact) on wildlife corridors.

CASE STUDY	BEST MANAGEMENT PRACTICE IDENTIFIED	APPLIC-ABILITY	IMPACT	CARRIED FORWARD
Town of Marana, AZ	Developer-local government cooperation	H	M	Coordination with developers occurs during the application process to preserve high value habitat voluntarily
	Site-specific resource inventory	M	H	Voluntary implementation by developers, prioritization of habitat
	Land development code open space requirements	M	M	Related to Porosity, Permeability, and Open Edge Treatments; Development Standard/ Permitting Process/ Fee Modifications; & Trail Buffer/Recreational Amenities
City of Scottsdale, AZ	Land development code open space requirements	M	M	Related to Porosity, Permeability, and Open Edge Treatments; Development Standard/ Permitting Process/ Fee Modifications; & Trail Buffer/Recreational Amenities
	Direct acquisition of State Trust Lands for open space was approved by the voters in 2013 utilizing State Parks and Proposition 303	L	H	Partner priority
	Preservation priority of hillsides and steep slopes	M	M	Yes (Conservation-Oriented Development with Density Bonuses & Riparian/Floodplain Buffer)
	Lighting requirements	H	H	Yes (Dark Sky Lighting)
	Planting/Vegetation Types	H	M	Yes (Seeding/Planting Guidance for Landscaping)
Pima County Regional Flood Control District, AZ	Avoidance/Minimization of disturbance	H	M	Yes (Conservation-Oriented Development with Density Bonuses & Riparian/Floodplain Buffer)
	Modified Development Standards	H	M	Yes (Development Standard/Permitting Process/ Fee Modifications)
	Riparian Habitat Mitigation through Grading and Erosion Control, Planting, Irrigation, Maintenance/ Monitoring	H	H	Yes (Riparian/Floodplain Buffer; Grading Limitations/Natural Landscape; & Seeding/ Planting Guidance for Landscaping)

CASE STUDY	BEST MANAGEMENT PRACTICE IDENTIFIED	APPLIC-ABILITY	IMPACT	CARRIED FORWARD
Pima County, AZ	Transfer of Development Rights	H	M/H	Yes (Transfer of Development Rights)
	Conservation Easements	H	H	Yes (Cluster Development with Conservation Easements)
	Cluster Developments	H	H	Yes (Cluster Development with Conservation Easements)
	Site-Specific Planning and Analysis	H	M/H	Relates to various Regional Tools
Ventura County, CA	Invasive plants use restrictions	H	H	Yes (Native Plant Preservation)
	Outdoor night lighting standards	H	H	Yes (Dark Sky Lighting)
	Impermeable fencing limits	H	H	Yes (Fencing/Walls)
	Buffers around surface water and important road crossings	H	H	Yes (Riparian/Floodplain Buffers)
	Designated Critical Wildlife Passage Zones with compact siting	H	H	No
Clark County, NV	Erosion control structures (weirs)	L	H	No, tool for perennial stream
	Invasive plant species management program	H	M	Yes (Native Plant Preservation)
	Revegetation	M	M	Yes (Seeding/Planting Guidance for Landscaping)
	Extensive wildlife and water quality monitoring	M	M	No
	Desert Conservation Program Development Disturbance fee (USFWS - ESA Program)	M	H	No
City of St George, UT	Bike/Pedestrian Path with Trail Buffer	H	M	Yes, (Trail Buffer/Recreational Amenities)
	Setbacks	H	H	Yes (Porosity/Permeability & Riparian/ Floodplain Buffer)
	Property Acquisition	L	H	Yes (Land Acquisition)

CASE STUDY	BEST MANAGEMENT PRACTICE IDENTIFIED	APPLIC-ABILITY	IMPACT	CARRIED FORWARD
ADOT	Wildlife underpasses	L	M	Yes (Roadway Crossings)
	Wildlife funnel fencing	M	H	Yes (Fencing/Walls)
	Wildlife escape measures	M	H	No
	Identification of threat and opportunities	M	M/H	Relates to crossing mechanisms and various Regional Tools
City of Peoria, AZ	Cooperative planning of Federal, State, and private lands containing a high level of natural, recreational, scenic, and cultural values	M	M	Yes, prioritization of habitats and resources for protection and conservation
	Cooperation with landowners to obtain conservation easements, dedications, or acquisitions	M	M	Relates to regional tools and partner priorities
City of Edmonton, Canada	Planning and Design Guidelines (identifying conflicts and focal species with avoidance measures)	M	M	Yes (see Regional Tools)
	Mitigation Toolbox (Signage, Fencing, Lighting, Sight Lines, Vegetation Management, Noise Barriers, Culverts, Bridges, Overpasses)	H	H	Yes (multiple)
	Construction BMPs	H	M	No, not discussed in detail
	Maintenance/Operations BMPs	H	M	No, not discussed in detail



CHAPTER 4
BEST PRACTICES TOOLS

INTRODUCTION

To meet the community's vision and goals as outlined in the General Plan and this Guide, this chapter provides recommended best management practices (BMPs) that could be incorporated into the design, development, and construction of residential and non-residential development within the City.



Building off the case studies, the BMPs presented in this toolbox provide a general understanding of how each BMP protects wildlife habitats and their movement and identifies, through example graphics, various effective methods for implementing that BMP within the City. As new development moves forward in Buckeye, this section is intended to provide tools and creative options to enhance wildlife corridors and wildlife-friendly development beyond the minimum City code requirements. The BMP tools are not standards or requirements that will be imposed on development, but are intended to encourage innovative alternatives that are wildlife-friendly.

The tools are grouped by scale:

Regional Tools & Incentives

- Multi-purpose Corridors/ Shared Infrastructure
- Conservation-Oriented Development with Density Bonuses
- Cluster Development with Conservation Easements
- Transfer of Development Rights
- Riparian/Floodplain Buffers
- Porosity, Permeability, and Open Edge Treatments
- Roadway Crossings (Overpasses/Underpasses/ Culverts)

Neighborhood Development Tools

- Scale of Design
- Trail Buffer/Recreational Amenities
- Native Plant Preservation
- At-Grade Crossings
- Signage
- Wildlife Water Catchments/ Developments

Design Tools

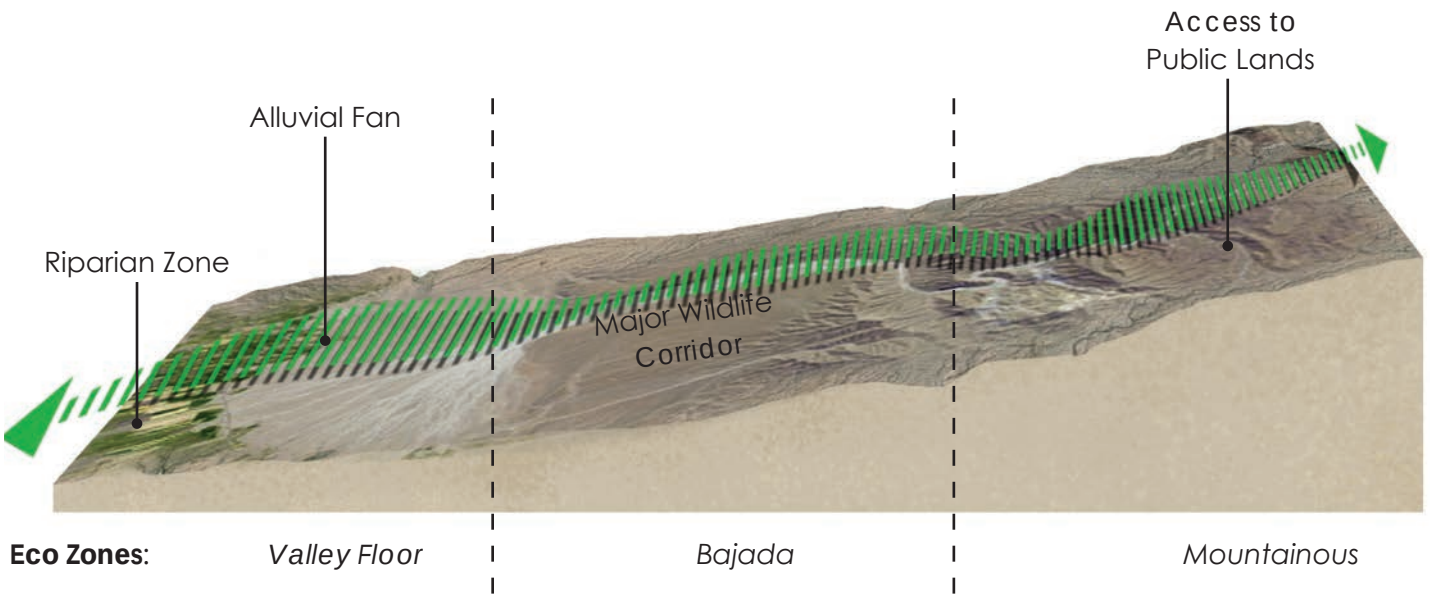
- Grading Limitations/Natural Landscape
- Fencing/Walls
- Dark Sky Lighting
- Noise Barriers
- Seeding/Planting Guidance for Landscaping
- Landscape Maintenance

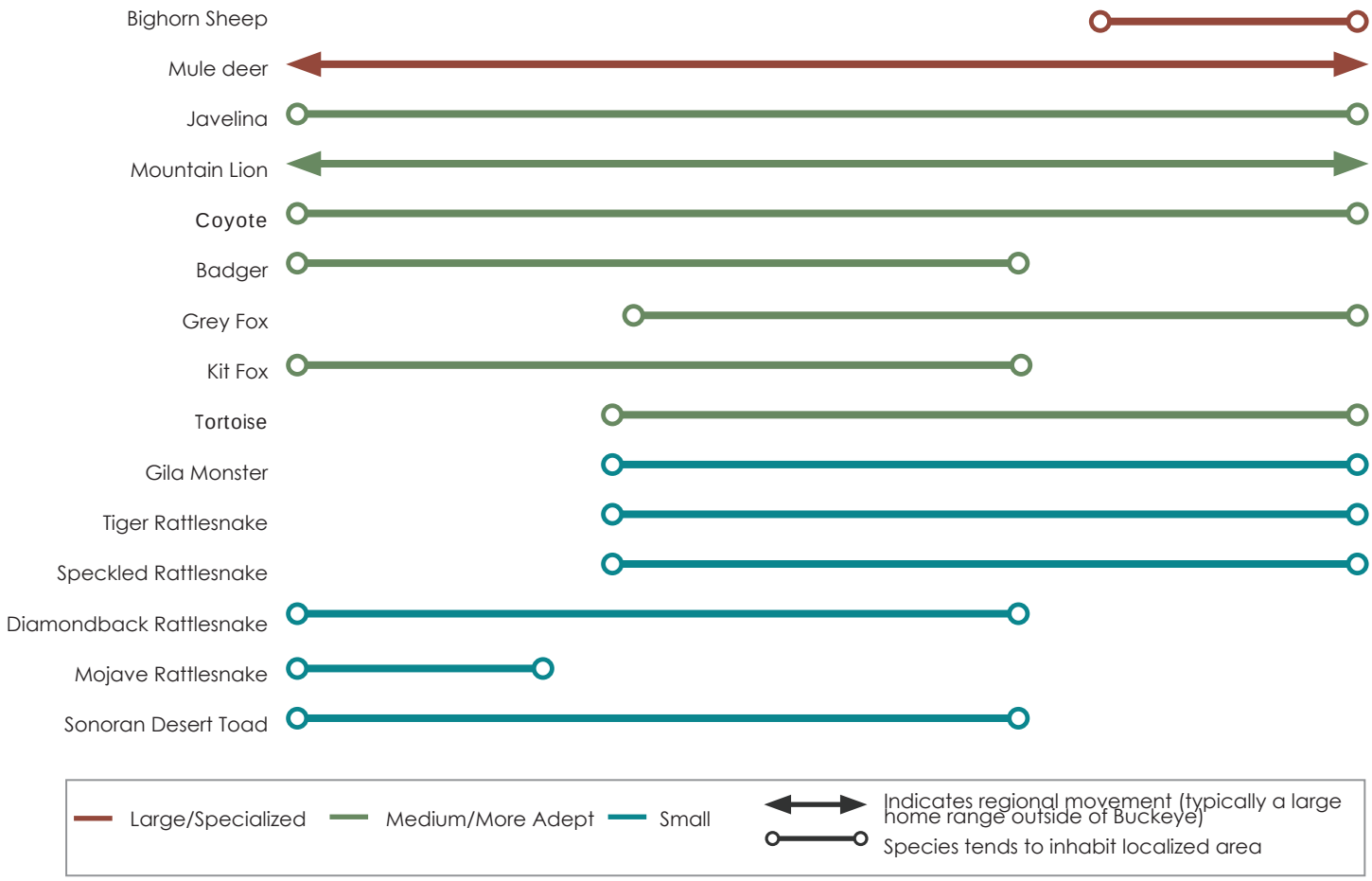
Other Tools & Partnerships

- Non-profits/Non-governmental Agencies
- Land Trusts
- Agency Partners
- Land Acquisition
- Stewardship/Restoration
- Education/Advocacy

WILDLIFE MOVEMENT

The ecological systems view gives perspective on how wildlife movements are connected throughout the entire corridor and beyond. This graphic highlights existing biodiversity within the three major eco-zones found within Buckeye, and how the ecological landscape is necessary to create thriving wildlife corridors.





REGIONAL TOOLS & INCENTIVES

The consideration of BMPs at the regional scale gives an early opportunity to provide for wildlife-friendly development, thus enhancing habitat for desirable native wildlife species. Protecting habitat patches and creating connected corridors through urban areas can help key species, while increasing quality of life by allowing residents the opportunity to interact with nature on a daily basis.

Regional tools provide the greatest opportunity to be paired with incentives and are integrated throughout this section. The City Code of Ordinances, Chapter 7 Development Code, outlines development standards and guidelines. Dimensional standards, including lot dimensions, setbacks, and lot coverages, may be adjusted to reconfigure subdivisions that benefit wildlife. Incentives would be considered on a case-by-case basis during the CMP amendment or PAD overlay process.



Tools in this section include:

1. Multi-purpose Corridors/Shared Infrastructure
2. Conservation-Oriented Development with Density Bonuses
3. Cluster Development with Conservation Easements
4. Transfer of Development Rights*
5. Riparian/Floodplain Buffers
6. Porosity, Permeability, & Open Edge Treatments
7. Roadway Crossings (Overpasses/Underpasses/Culverts)

*Not shown in the graphic above

1. MULTI-PURPOSE CORRIDORS/ SHARED INFRASTRUCTURE

A multi-purpose corridor is an ideal corridor that integrates multiple tools and/or utility functions with wildlife corridors to provide both human and wildlife benefits such as protection of environmental values, supporting wildlife habitats, floodplain management, recreation opportunities, and consolidated infrastructure corridors. For example, co-location of flood improvements that are wildlife-friendly along washes provide for wider corridors that are more amenable to wildlife passage and provide greater buffers of these utilities from development.

Further, development of wildlife mitigation features could allow for the width of the corridor to be reduced as the benefits for wildlife are increased - if there is appropriate habitat with no visibility of man-made structures. Wider multi-purpose corridors with co-located utilities, paths, and open space provide for wildlife habitat and flood water conveyance while providing less reliance on structural flood mitigation measures and their associate maintenance costs. Development of key infrastructure components and improvements can also encourage development to occur in desired places because infrastructure is already readily available.

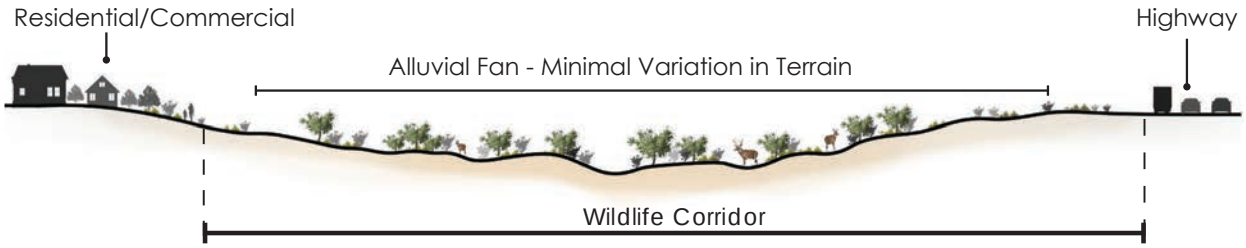
Stopping Barriers to Multipurpose Wildlife Corridors

- Multiple area pathways should be provided
- Suitable habitats for species should occur on both the edges of the corridor and at road crossing points
- Passages should be free of blockages such as dams, drop-structures, concrete barriers, silt or turbidity barriers
- Fencing should not block corridors or entrances to crossing structures and instead should direct animals
- Raised road sections discourage road crossings and should be used when possible to encourage wildlife to use crossing structures
- Design culverts specifically to provide for animal movement
- Larger roads should run parallel to large corridors and not bifurcate them

DEVELOPMENT OF MITIGATION FEATURES

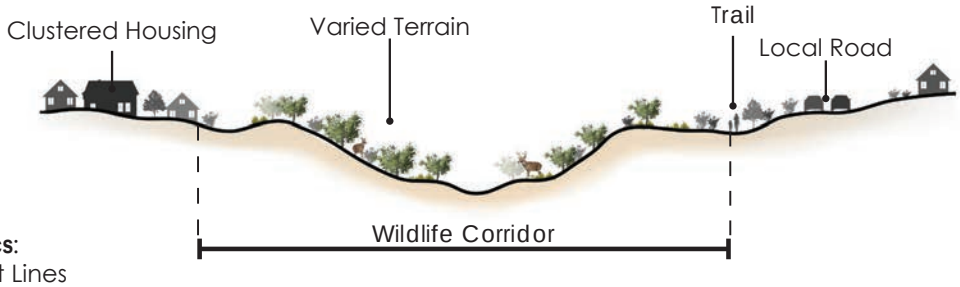
SIZE OF CORRIDOR

TYPE 1



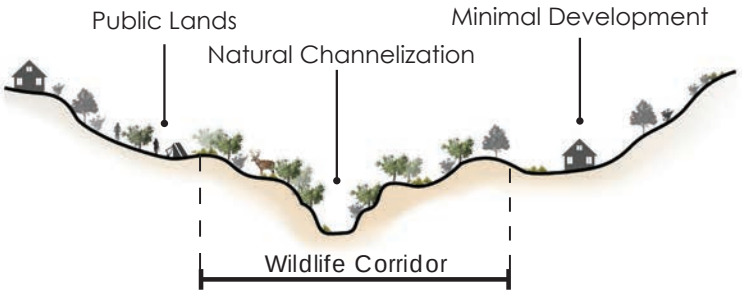
Characteristics:
Clear Sight Lines
No Noise Buffers
Minimal Variation in Terrain
High Density Development
Typ Eco-zone: Valley Floor

TYPE 2



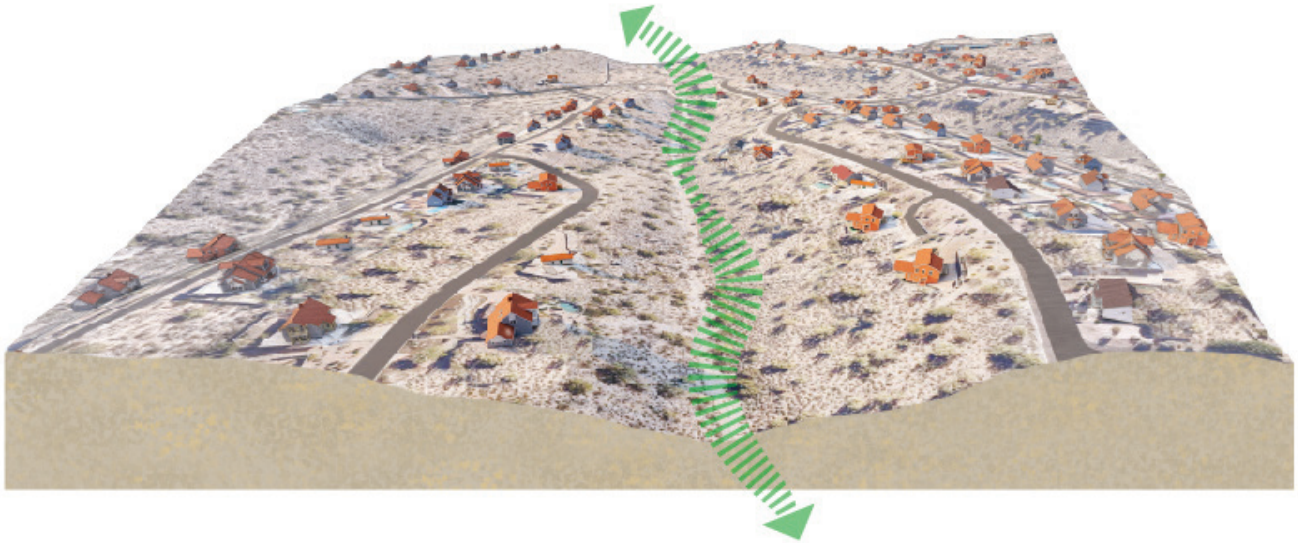
Characteristics:
Medium Sight Lines
Some Noise Buffers
Some Variations in Terrain
Medium Density Development
Typ Eco-zone: Bajada

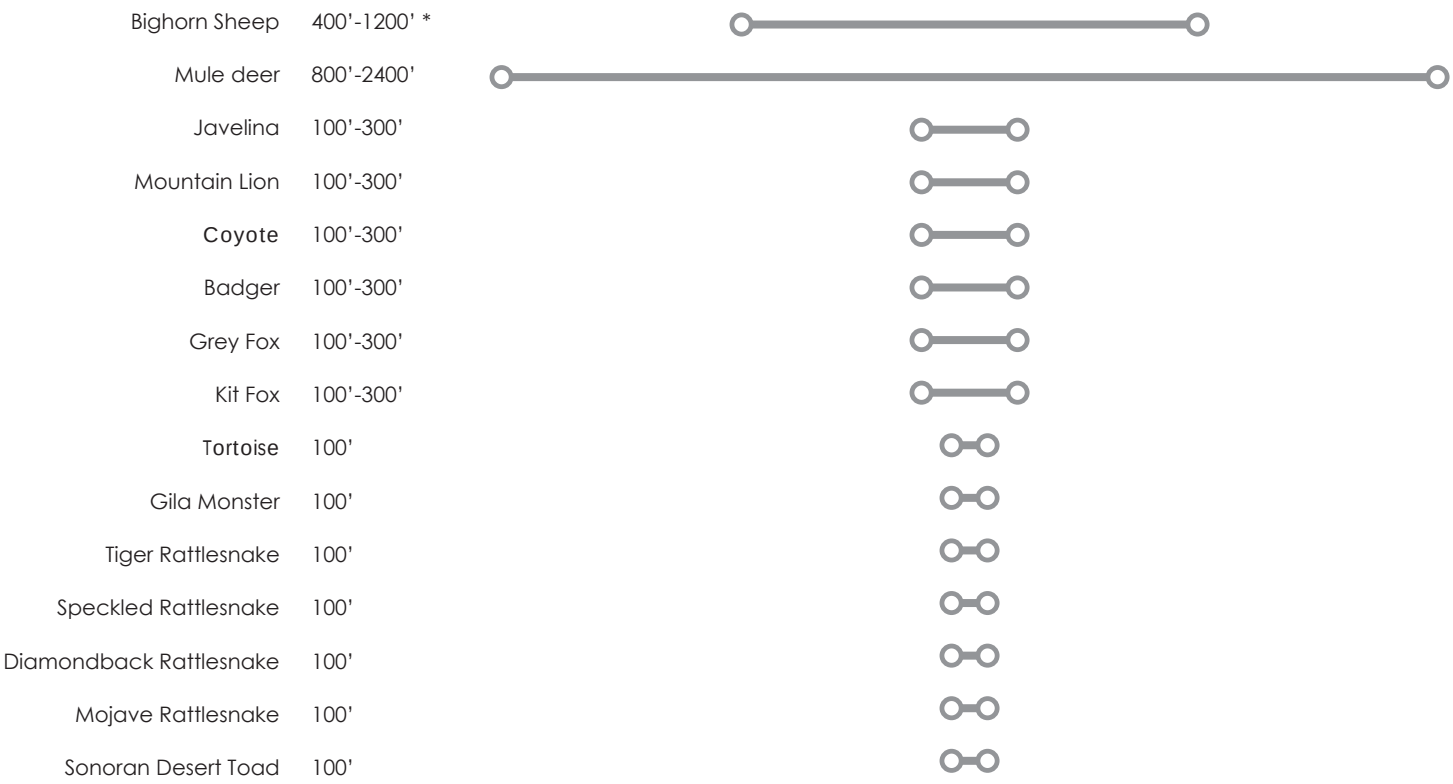
TYPE 3



Characteristics:
Obstructed Sight Lines
Minimum Noise
Varied Terrain
Low Density Development
Typ Eco-zone: Mountainous

The scientific literature shows a remarkable range of recommended movement corridor widths, ranging from a few to thousands of feet and empirical studies are typically unique to a very specific area. Widths can vary depending on a number of factors, such as the species and their range of movement, openness, vegetative cover, the nature of human disturbance, and other barriers previously highlighted. The following graphic provides a general range that should be considered for key species in Buckeye.





*Rough, rocky habitat

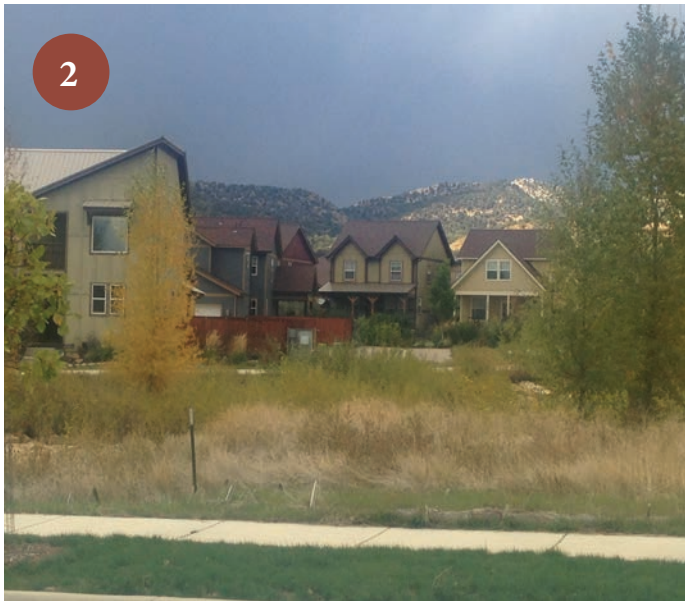
2. CONSERVATION-ORIENTED DEVELOPMENT WITH DENSITY BONUSES

Conservation-oriented development is a process by which the design of the development is driven through ecological-based planning to conserve the land with the highest resource values. Goals include minimizing vegetation loss, reducing habitat fragmentation, and increasing connectivity. This type of development entails planning with adjacent land uses in mind to maintain connectivity of open space and includes many other specific development practices, such as density bonuses, transferable development rights, and cluster development. Conservation-oriented development enables developers to capitalize on premiums that home buyers are willing to pay for access to natural amenities. Protected land is often managed by a homeowners' association. These protected open space lands have lower maintenance costs than manicured park space. Conservation-oriented development results in a compact village-type layout, reduces the number and length of roads and driveways, works with the natural flow of streams/washes, and locates site development, staging, and storage in previously disturbed areas.

Density bonuses could be used as an incentive to conservation-oriented development. The City Code of Ordinances, Chapter 7 Development Code outlines the maximum residential density (dwelling units/gross acre) allowed per zoning district. As an incentive to integrating land with wildlife benefits, density bonuses provide developers the ability to meet financial metrics. Density bonuses provide a direct incentive to a developer without requiring complex negotiations often associated with Transfer of Development Rights (TDRs). Density bonuses can also be associated with bonuses tied to affordable housing, accessory dwelling units, height, units on a parcel, or simply density.

Methods:





1. *Incentives, modification to development standards, or changes in the development code would allow property owners to conserve desired areas while encouraging higher densities in less sensitive locations.* ***2.*** *A compact village-type layout results in more shared open spaces.*

For more information: Protecting Land Through Conservation Development (Source: Trust for Public Lands)

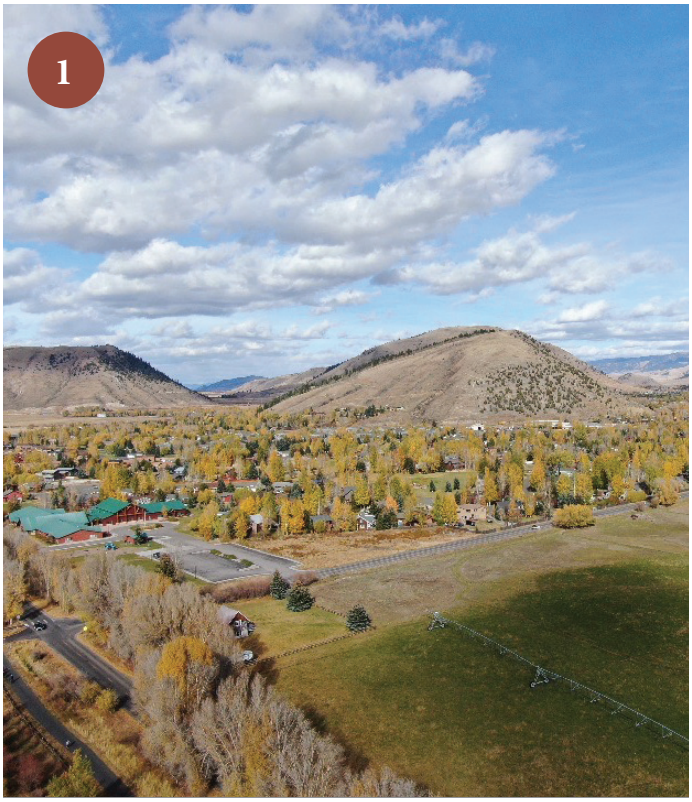
Village Conservation Communities (Source: SaportaReport)

3. CLUSTER DEVELOPMENT WITH CONSERVATION EASEMENTS

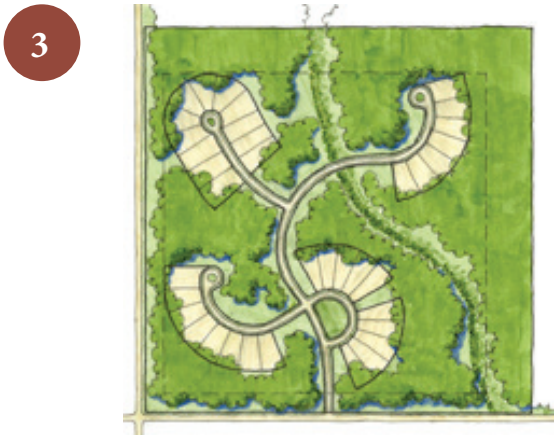
Cluster development is an arrangement of residential structures that allows for grouping the structures by reducing lot area and yard requirements and incorporating the remaining areas as open space. Cluster development encourages protection of sensitive lands and allows for flexibility where development may not be desired, such as significant washes, movement corridors, hillsides, or sensitive vegetation. Implementing cluster development limits disturbance to wildlife by minimizing vegetation loss and habitat fragmentation, as well as reducing choke points. Cluster development can be combined with density bonuses previously described.

Conservation easements on undeveloped land are voluntary agreements between the landowner and a land trust or unit of government to maintain conservation values, while providing tax advantages to the landowner.

Methods:







1. *Development clustered and screened from road with large open space adjacent to the development.* ***2.*** *Fossil Creek Reservoir Plan in Fort Collins, CO allowed public entities and private developers to design projects that enhanced the character, preserved critical environmental resources, and minimized hazards.* ***3.*** *Example graphic of a conservation subdivision.*

For more information: Cluster Subdivisions (Source: Planning.org)

Cluster Developments (Source: Chesco Planning)

Cluster Subdivisions (Source: Verde River)

Model Zoning Ordinance for Rural Cluster Development (Source: Verde River)

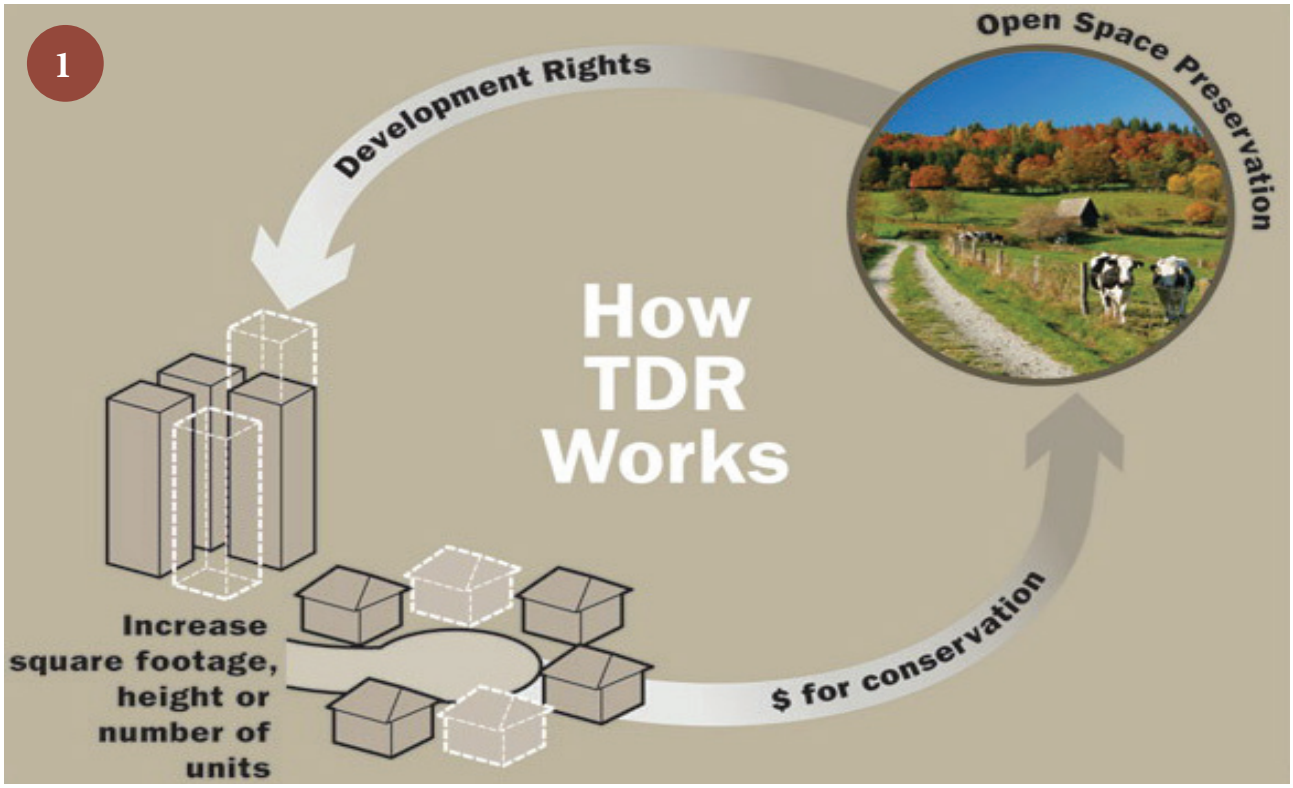
4. TRANSFER OF DEVELOPMENT RIGHTS

Transfer of development rights (TDR) programs allow landowners to transfer the right to develop one parcel of land to a different parcel of land, either contiguous or non-contiguous. TDRs are often accomplished through zoning and are meant to shift development from environmentally sensitive areas such as important wildlife habitat, to areas more suitable for development. TDRs can help reduce vegetation loss and habitat fragmentation and protect/enhance chokepoints.

In TDR programs, development rights are separated from the land, and those separated development rights become a tradable commodity that can be bought and sold. When a landowner chooses to separate some or all of their development rights, the property is preserved through a conservation easement, similar to cluster developments.

TDR programs have been used at varying levels and success rates. Successful TDR programs are those with strong community support; they protect areas with high conservation values and participants receive density bonuses. Low administrative/permitting costs incentivize landowners to utilize the program. High administrative costs and timelines can lead to the underutilization of this tool.

Methods:



1. *While voluntary, a municipal entity typically enacts an ordinance to enable property owners to change densities and manages the program's sending and receiving areas.*

For more information: Transfer of Development Rights (Source: KIng County, WA)

Transfer of Development Rights (Source: Conservation Tools)

5. RIPARIAN/FLOODPLAIN BUFFERS

Riparian areas, including the upland channel, as well as desert washes that receive intermittent runoff, are highly valuable as corridors for wildlife movement. In addition, these areas provide valuable habitat for wildlife, serving as food sources and vegetative structure for nesting and camouflage. Due to their high ecological value, these natural areas should be preserved to the greatest extent possible. Invasive species such as Tamarisk compete with native species for water and physical space, therefore they should be removed and maintained to improve the habitat value. Additionally, access to these areas by off-road-vehicles should be prohibited, for the purposes of reducing negative impacts to wildlife, floodplain protection, soil erosion, and to protect the native vegetation.

General setback/buffer distances (Pinal County Riparian Area Guidelines):

- Hydro-riparian and meso-riparian areas = Minimum of 250 feet
- Xero-riparian areas = Minimum of 150 feet
- Fencing, lighting, and nonnative vegetation should be minimized within 500 feet of the edge of a riparian area as they can influence animal movements and alter behavior.

Methods:







1. *Bank stabilization and buffering in Clark County, NV.* ***2.*** *Limited vegetation removal in Pima County, AZ.* ***3.*** *Native growth near an intermittent stream.*

For more information: Pinal County Riparian Area Guidelines (Source: Pinal County)

Conservation Thresholds for Land Use Planners (Source: Environmental Law Institute)

6. POROSITY, PERMEABILITY, AND OPEN EDGE TREATMENTS

A complementary approach to providing a large corridor between core habitat areas is the idea of landscape porosity or permeability. Landscape permeability increases intra-territorial movements for species with small home ranges or for daily and seasonal travel. Porosity decreases resistance to animal movement and increases the relative potential for animal passage across entire landscapes. Intra-territorial movements allow individual animals to move between food and water sources, shelter, and reproduction areas. Fencing can be a significant barrier and should be reduced between lots, keeping fencing closer to the structures (see tool for Fencing/Walls). The type and design of the fencing will be vital to the functionality with regards to permeability of wildlife.

Additionally, habitat edges are critical as they are most impacted but adjacent land uses. Negative edge effects includes increased chance of establishment by invasive species, changes in vegetation structure, and altered microclimate. Increasing development setbacks from property lines and reducing the allowed development area on lots can increase porosity and wildlife permeability and decrease impacts on habitat edges.

Treatments adjacent to wildlife corridors/habitat could include:

- open space/parks placed along corridors
- transportation system designed with single loaded streets, t-intersections, cul-de-sacs
- densities focused toward the center of development; lower densities with more permeability along edges
- limiting fencing to small patios and smaller building envelopes

Methods:





1. *Improving connectivity will help maintain the region's biodiversity by allowing species to move as needed to fulfill their life history requirements.* ***2.*** *Lower densities towards the edge of a development open up to larger wildlife corridors and sensitive lands.*

For more information: Wildlife corridors and permeability: A literature review (Source: OregonMetro)

7. ROADWAY CROSSINGS - OVERPASS/UNDERPASS/CULVERTS

Roadway crossings that provide for wildlife movement can be designed either in conjunction with, or separate from, other drainage crossings. Key habitat linkages should be identified to ensure the corridors and roadway crossing structures are located to support wildlife movement at an ecosystem level. Crossing structures should be used where roadways or other impediments intersect with wildlife movement corridors, and can be tailored to the requirements of certain species.

Roadway crossings should be designed in accordance with AZGFD guidelines https://www.azgfd.com/wildlife/planning/wildlifeguidelines/. These guidelines provide suggestions on heights and "openness" (Crossing Height x Crossing Width)/Crossing Length [in meters]) and includes considerations for supplemental lighting and fencing that may be needed to guide animals to a crossing structure. Desert washes are natural movement corridors for wildlife, so it may be possible or even desired to co-locate drainage and wildlife crossing structures in many areas. Culverts of various designs and materials (concrete box culverts, corrugated metal pipes) are most frequently used to facilitate wildlife movements. Dedicated overpass structures may also be used to assist wildlife passage over large roadways. Overpasses are more costly but may be effective in situations where topography doesn't lend itself to the construction of underpasses.

Properly designed roadway crossings can facilitate wildlife movement between habitat areas and reduce vehicle-wildlife collisions, benefiting both wildlife and humans. Most species prefer crossing structures that are three-sided (e.g., bridges), arched, or buried so that there is a natural substrate at the bottom of the structure. Incorporating vegetation into the wildlife crossing design and limiting vegetation removal around crossings during construction can increase their use by wildlife. Steep slopes that lead into or out of a crossing should be avoided; it is best to allow for a clear view through a crossing to the other side.

The AGFD (2012) provided the following recommendations based on a study of wildlife crossing structures in Pima County:

- Lizards comprise the majority of road-killed animals on roadways in the Sonoran Desert. The greatest level of permeability for lizards will be achieved using concrete box culverts compared to 24- or 36-inch corrugated metal pipe (pipe)culverts.
- Effective underpass structures for facilitating safe movement of amphibians beneath roadways include 36-inch pipe and concrete box culverts; however, 24-inch pipe culverts may also be suitable for amphibian use.
- Concrete box culverts are the most effective crossing structure for maintaining and/or enhancing connectivity for snakes. Culverts with higher openness ratios and a greater amount of natural substrate increase snake passage rates.
- Concrete box culverts are the most effective structures for small mammals, though 36-inch pipe culverts also provide high passage rates for small mammals.
- Concrete box culverts provide the highest roadway permeability for meso-carnivores such as bobcats, foxes, coyotes, and skunks.
- Javelina passage rates are generally high for 36-inch pipe and concrete box culverts but no use of 24-inch pipe culverts was documented during their study.
- Wildlife barrier fencing or rip-rap parallel with the roadway can steer wildlife towards desired crossing structures. It is not always needed and should only be implemented where critical linkages have been identified, or where rates of road mortality are high. Appropriate pre-fence planning should include road mortality hotspot analyses to determine the level of road mortality occurring and determine whether fencing is an appropriate mitigation strategy.

The AZGFD has also studied large mammal use of crossing structures in Arizona, including various underpasses and overpasses. These structures are significant investments that must be preceded and informed by movement studies of target populations. These structures must also be designed

in concert with wildlife barrier fencing that enhance the use of the crossing structures. These studies have shown that permeability can be improved, and wildlife-vehicle collisions can be significantly reduced in problem areas using a holistic approach that includes advance planning with stakeholders and pre-/post-project movement studies. The construction of a wildlife overpass by ADOT and the Pima County Regional Transportation Authority, an independent taxing district within Pima County, provides a recent example of how funding can be pooled for larger projects that benefit a wide range of species.

Recommendations for Height and Openness:

- Mule Deer, Bighorn Sheep (Large/ Specialized): 6' with minimum of o.75, preferable 0.9 openness ratio
- Mountain lion, Javelina, Badger, Kit Fox (Medium/ More Adept): 3'with relatively smaller openness ratio
- Reptiles, Amphibians (Small): 2', with 150 to 300' frequency

Methods:



1. *This recently constructed wildlife overpass in Pima County has already received frequent use by deer, javelina, and tortoises.* ***2.*** *Bridges over natural washes, especially those with large openings, can preserve wildlife corridors.* ***3.*** *An oversized culvert provides, which is stained to match the natural landscape, includes directional fencing to guide wildlife to crossings.* ***4.*** *Arch-type bridges provide underpasses for wildlife, located near a water source.* ***5.*** *Constructed drainages in developed areas can also serve as wildlife corridors.* ***6.*** *A concrete path is provided for small amphibians to navigate the rip-rap outflow of a culvert.*

For more information:

Bridge Guidelines (Source: AZGFD); Wildlife and Roads (Source: Center for Environmental Excellence); Culvert Guidelines (Source: AZGFD); Wildlife Linkage Research in Pima County: Crossing Structures and Fencing to Reduce Wildlife Mortality. (Source: Arizona Game and Fish Department 2012); Wittmann Area Drainage Master Plan, report in 23 volumes, prepared for Flood Control District of Maricopa County under contract No. FCD 2004C060, Executive Summary is Volume ES, FCD Library Call No. A344.204S. See particularly, Section 1.4.3.

NEIGHBORHOOD DEVELOPMENT TOOLS

The second level of tools are applicable at the neighborhood development scale. These tools take into consideration neighborhood amenities and design features that would be implemented through development review.



Tools in this section include:

8. Scale of Design
9. Trail Buffer/Recreational Amenities
10. Native Plant Preservation*
11. At-Grade Crossings
12. Signage
13. Wildlife Water Catchments/ Developments

*Not shown in the graphic above

8.SCALE OF DESIGN

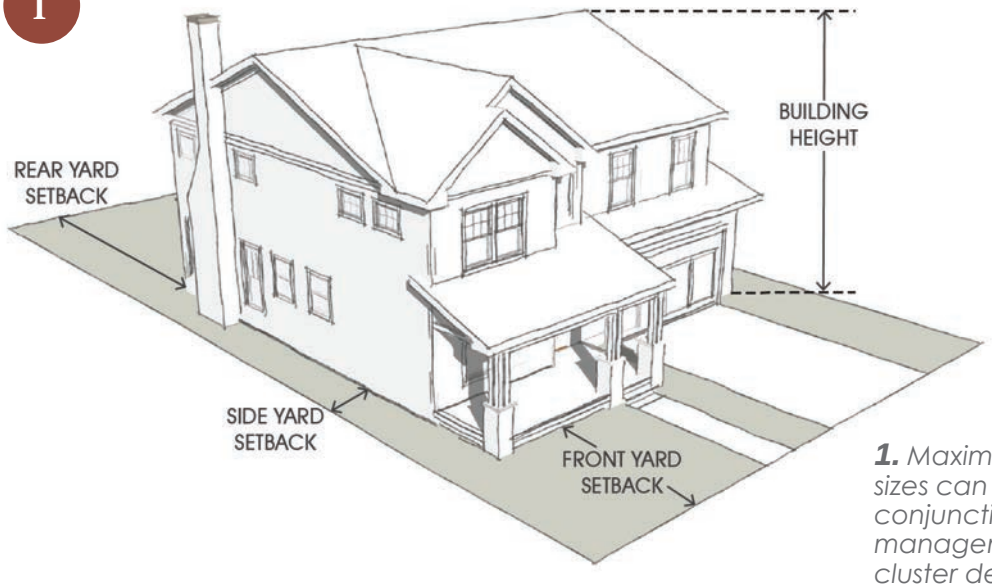
Another conservation-oriented development tool is to limit the scale of design. Generally, the scale of an individual structure is regulated through maximum floor area ratio (FAR) allowances, which is the percentage or area of a lot that may be covered by a structure. Other regulations may apply to building setbacks, and maximum height and number of stories. Some communities implement maximum square footage allowances for individual structures as well.

The scale can differ between zones, or can be the same across all zones. Limiting the maximum size, or scale, of a single structure can provide wildlife benefits by limiting the size of buildings on properties in sensitive areas, as large buildings may deter use of corridors or areas by some wildlife species. Smaller building have less of an impact on the environment, use less energy and water, and reduce trip generation. In many cases, it provides the opportunity to develop accessory dwelling units and guest houses which can be a bonus to developers and create the need porosity in an area.

Limiting the maximum size of a single structure can lead to multiple smaller structures, rather than a larger single structure if the size limit is too restrictive. It is important to consider the average size of a use when considering maximum size limitations.

Methods:

1



1. *Maximum house and structure sizes can be used alone, or in conjunction with other best management practice tools like cluster development.*

For more information:

Establish Maximum Size of Single Family Residences (Source: Sustainable Code)

Maximum Scale of Development (Source: Teton County Land Development Regulations)

Maximum Building SIze (Source: Teton County, WY)

9. TRAIL BUFFER/RECREATIONAL AMENITIES

Trail improvement projects can enhance connectivity through wildlife crossing areas by reducing impacts of edge disturbances and enhancing existing crossing opportunities. Implementing trail and recreation buffers around targeted and sensitive habitats can also improve connectivity and encourage wildlife crossing at safe places. Recreational trails along the urban-wildland interface, or a development boundary, can provide public access to greenways while minimizing the adverse effects on sensitive biological resources. Trail corridors often naturally integrate with floodway corridors; however, increasing the distance between the trail and floodplain protects the trail from future maintenance and reconstruction due to a flood event, and allows for additional buffer space for wildlife movement corridors. Trail easements can be given along corridors to provide additional buffer. Trail crossings of arterial roads should not overlap with wildlife crossings; separate crossings should be provided to minimize disturbance to wildlife and prevent human-wildlife conflicts.

The recommendation for width of trail buffers varies depending on setting and species. Generally, trails should be buffered from active floodways, water sources, or sensitive habitat by 100 - 300 feet. The USDA sites a Flight Initiation Distance (FID) for mule deer as 490 - 820 feet.

In addition to trail buffers, thought should be given to the placement of other recreational amenities within a development. For example, creating a community pool facility in the interior of a development or limiting residential pool development to interior lots helps to minimize wildlife conflicts with pools.

Methods:







1. *Vegetation used as a physical and visual buffer along a trail (Scottdale's Indian Bend Wash Greenbelt).* ***2.*** *Trails should be buffered with shrubs or topography to minimize wildlife disturbances; should be located on the edge or the corridor; and utilize lighting only adjacent to neighborhoods (see Dark Sky Lighting for more info).* ***3.*** *Parks and other public amenities can also act as buffers between residential lands and wildlife corridors.*

For more information: Wildlife Friendly Development (Source: AZFGD); Planning for Trails with Wildlife in Mind (Source: Colorado State Parks); Green Trails (Oregon Metro)

10. NATIVE PLANT PRESERVATION

On-site native plants should be preserved to the maximum extent possible. Not only is it more cost-effective to preserve vegetation than to revegetate, but also, once disturbed, the biological and visual integrity of a site becomes severely compromised and is complicated to restore. Native plant communities that are less disturbed promote functional connectivity and wildlife movement.

Native plants are well adapted to annual rainfall amounts in the region and most will survive on natural rainfall alone, once established. Invasive plants which prefer disturbed soils can increase fire frequency, reduce habitat quality, and out-compete natives for water (*see Section on Seeding/Planting Guidance for more information)*.

If disturbance of a site is unavoidable, salvaging of plants, surface rock, and the upper layer of soil can at least preserve some of the natural resources. Methods of plant salvage include boxing, mechanical spading, and bare-root transplant. Typically, a temporary salvage nursery is established on-site until the restoration area is available for replanting. A move-once process may also be used in some circumstances to minimize plant stress. Boulders and other surface rock may be salvaged, stored, and incorporated back into the restoration area relatively easily. A benefit of salvaging the upper layer of soil, stockpiling it, and then spreading it back over the site is that this process retains the natural site soil plus the seed bank, organic material, nutrients, and beneficial microorganisms, which would take time to reestablish with imported soil.

Methods:



1. *Planning for the preservation of large, established vegetation provides a native look.* ***2.*** *Plants can be salvaged on site until the area is available for replanting.* ***3.*** *Establishing an on-site nursery is one way to preserve native plants.* ***4.*** *Noxious, invasive species, such as stinknet, should be removed.*

For more information: Best Management Practices: Salvaging Topsoil (Source: Desert Tortoise Council)

11. AT-GRADE CROSSINGS

At-grade crossings, also known as dip crossings, should be accompanied by signage to increase driver awareness of potential wildlife (see next page for more information on Signage) and traffic calming measures to reduce vehicle speeds. Reduction in vehicle speeds allows more time for wildlife to cross and increases vehicle stopping distance, both of which reduce the risk of wildlife-vehicle collisions. Traffic calming measures used in residential neighborhoods include speed bumps, sidewalk extensions (bump-outs), raised medians, rumble strips, and traffic circles. Arterial crossings of major washes should be minimized by placing roadways parallel to drainages. Vegetation should be managed in the areas upstream and downstream of at-grade crossings to give motorists adequate sight distance.

Methods:







1. *Smaller collector streets and internal subdivision roads might be at-grade crossings.* ***2.*** *Small culverts beneath that allow passage across the road bed itself.* ***3.*** *Paralleling arterials adjacent to wildlife corridors and large drainages, such as the New River along the Loop 101 in Peoria, reduces the number of wildlife crossing structures, allowing for lower cost at-grade treatments.*

For more information: Wildlife Passage Engineering Design Guidelines (Source: City of Edmonton)

12. WILDLIFE INFORMATIONAL SIGNAGE

Signage may be used to warn drivers of wildlife corridors and potential crossings areas, especially where at-grade crossings are used or in areas where wildlife crossings are known but other BMPs are not implemented. Encouraging drivers to reduce their speed and be aware of the potential for wildlife on roads reduces wildlife-vehicle collisions, however, primarily only for large wildlife. Signs are more portable than other BMPs and may be moved, unlike crossing structures, to respond to changes in the surroundings. Temporary signs can also be used during seasonal events. Signs may also be used for educational purposes to inform the public about wildlife corridors and crossings.

Methods:



1. *Animal activated signs use active or passive detection methods to activate warning signs when wildlife is near.* ***2.*** *Wildlife messaging to educate the public about wildlife corridors.* ***3.*** *Signage in the Verrado neighborhood warns of drivers of wildlife habitat.* ***4.*** *Static signs alert drivers to the potential presence of wildlife.*

For more information: Wildlife Passage Engineering Design Guidelines (Source: City of Edmonton)

13. WATER CATCHMENTS/STORM WATER DEVELOPMENTS

Perennial free water is a major limiting habitat component for some species of wildlife, primarily mule deer and javelina. While water availability is limited across the southwest for all wildlife, creation of permanent water sources in strategic locations can mitigate habitat loss by creating new year-long viable habitat. In addition, the creation of permanent water sources can discourage wildlife visitation to developed areas/roadways in search of water or vegetation during drought periods.

Placement of permanent waters is very important; sites should generally be developed in areas where human disturbance will be low. Some developments may be large enough to contain appropriate sites, but others will require developers to partner with neighboring landowners and governmental agencies to locate appropriate sites. Most sites selected will not have access to water utility lines, so rainwater catchment systems must be used. However, integration with a storm water management element could allow for water sources closer to development by placing required retention basins close to wildlife corridors or habitat. All new subdivisions or other commercial development will require 100-year 2-hour retention volume to be provided for post-development land use conditions per local drainage regulations. Retention basins should not have 4-sided walls or fences to allow for wildlife water sources. Typically retention basins are less than 3 feet in depth and have a maximum 3:1 side slope which would be easy access for wildlife.

Areas around water developments could be landscaped with riparian broad leaf trees on a limited basis to attract non-problem categories of wildlife, such as birds (see Seeding/Planting Guidance for more information). State of the art techniques are:

- Minimum of 20,000 gallons of storage
- Buried system using 24" SDR 51 PVC as the storage component
- Use of a small desert wash as the rainwater collection component
- Use of a buried "walk-in" trough
- This system uses no moving parts and has a very high storage volume to surface area ratio for high efficiency.

Methods:





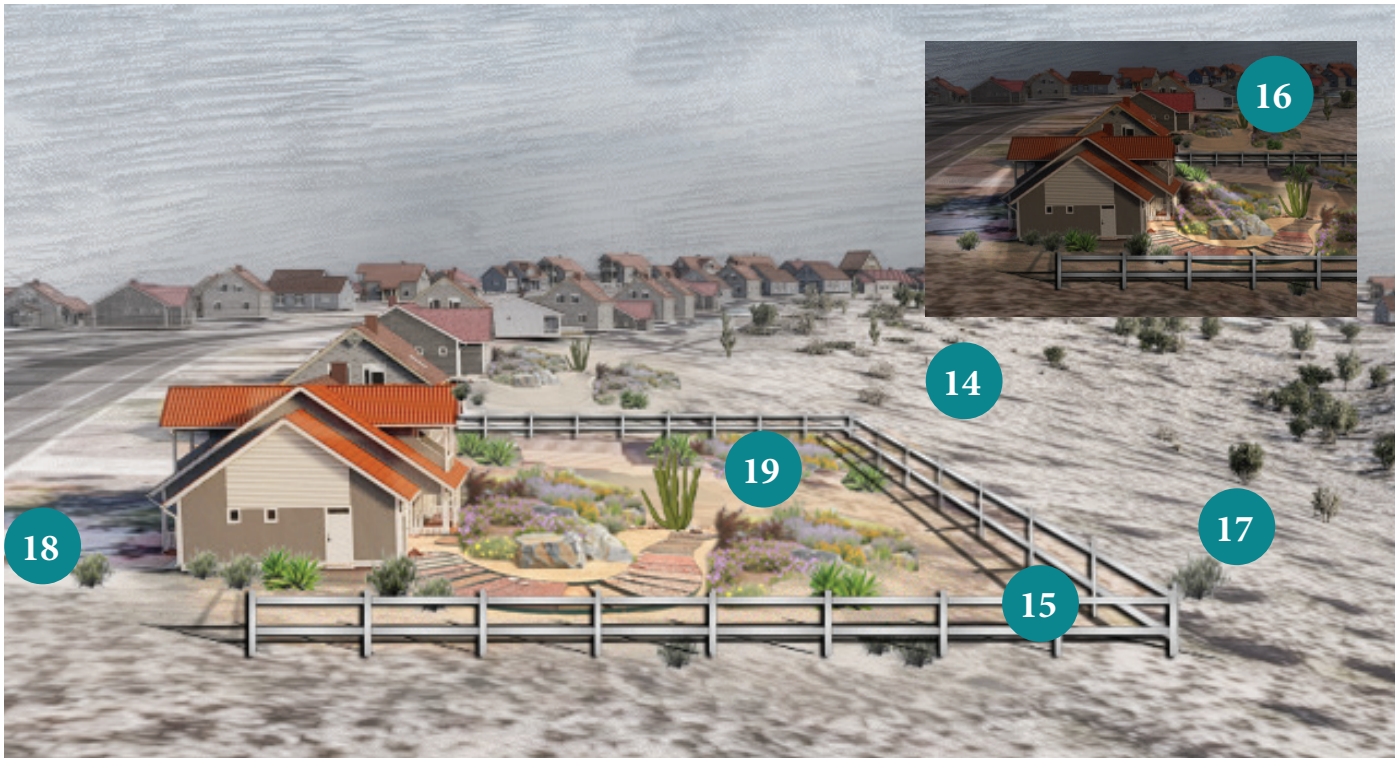
1. *In the desert locations, underground tanks keep troughs filled with water for wildlife to drink (Source: AGFD).* ***2.*** *Construction of a water development on top of the White Tanks to mitigate impacts from Verrado.*

For more information: Water Catchments (Source: AGFD)

DESIGN TOOLS

The following design and construction BMPs are site-specific approaches that can be incorporated into the infrastructure of future and existing development. Each tool may have multiple ways to be implemented or have varying degrees of applicability depending on the location and scale of the project.

The AZGFD has published several informational brochures that identify additional ways to reduce conflicts with wildlife at: https://www.azgfd.com/wildlife/livingwith/



Tools in this section include:

14. Grading Limitations/Natural Landscape
15. Fencing/Walls
16. Dark Sky Lighting
17. Noise Barriers
18. Landscape Maintenance/Limited Turf
19. Seeding/Planting Guidance for Landscaping

*Not shown in the graphic above

14. GRADING LIMITATIONS/NATURAL LANDSCAPE

To minimize impacts to native vegetation ecosystems, only areas planned for development should be cleared and graded. This approach allows natural drainage courses to be maintained and reduces the need to manage stormwater flows. Excavation and grading should be accomplished using low-impact earth-moving equipment to prevent compaction of the underlying soils. Wide-tracked vehicles such as backhoes, small bulldozers, and skid-steers are recommended. Excavating equipment should operate from outside of the drainage course or basin to the extent feasible. In addition, excavation methods should consider the installation of underdrains, if included in the contract documents.

Channels and other drainage features could also have suggested limits on side slopes and/or at least recommendations to provide 'down and through' and/or 'up and over' paths/ramps at some regular intervals to allow animals to traverse or enter these flood control elements. Again, limiting fencing or providing breaks along these long linear drainage features could also be recommended. Avoidance of vertical drop structures and concrete lined channels and limits on the use of large angular rip-rap for erosion control is also suggested with a preference for a non-structural features that also provide riparian habitat. However, these types of features could also be mitigated with soil cover or ramps to allow for movement of wildlife through the drainages.

Methods:





1. *Natural landscapes provide habitat for wildlife even within developments.* ***2.*** *Limiting grading and construction impacts to just the developed area reduces impacts on movement corridors,as well as drainages and conveyance systems.*

For more information: Greater Phoenix Metro Infrastructure Low-Impact Development Details For Alternative Stormwater Management (Source: City of Scottsdale)

15. FENCING/WALLS

Walls and fences can be barriers to wildlife movement, and can unnecessarily impede the movement of wildlife between habitat areas when that is not the intended purpose. Movement between habitat areas is necessary for wildlife to access food, water, shelter, and potential mates. Permeable fencing is fencing that allows for the safe passage of animals and is appropriate to use when the desire is to facilitate wildlife movement through existing or constructed wildlife corridors. Impermeable fencing restricts wildlife movement, but it is useful for preventing access to areas where the presence of wildlife is not desired.

In some situations, the purpose of constructing fencing or walls may be to exclude wildlife. If not, natural barriers or designs using natural materials (e.g., boulders, densely-planted vegetation, rip-rap), may be more effective than a fence at preventing access or providing privacy.

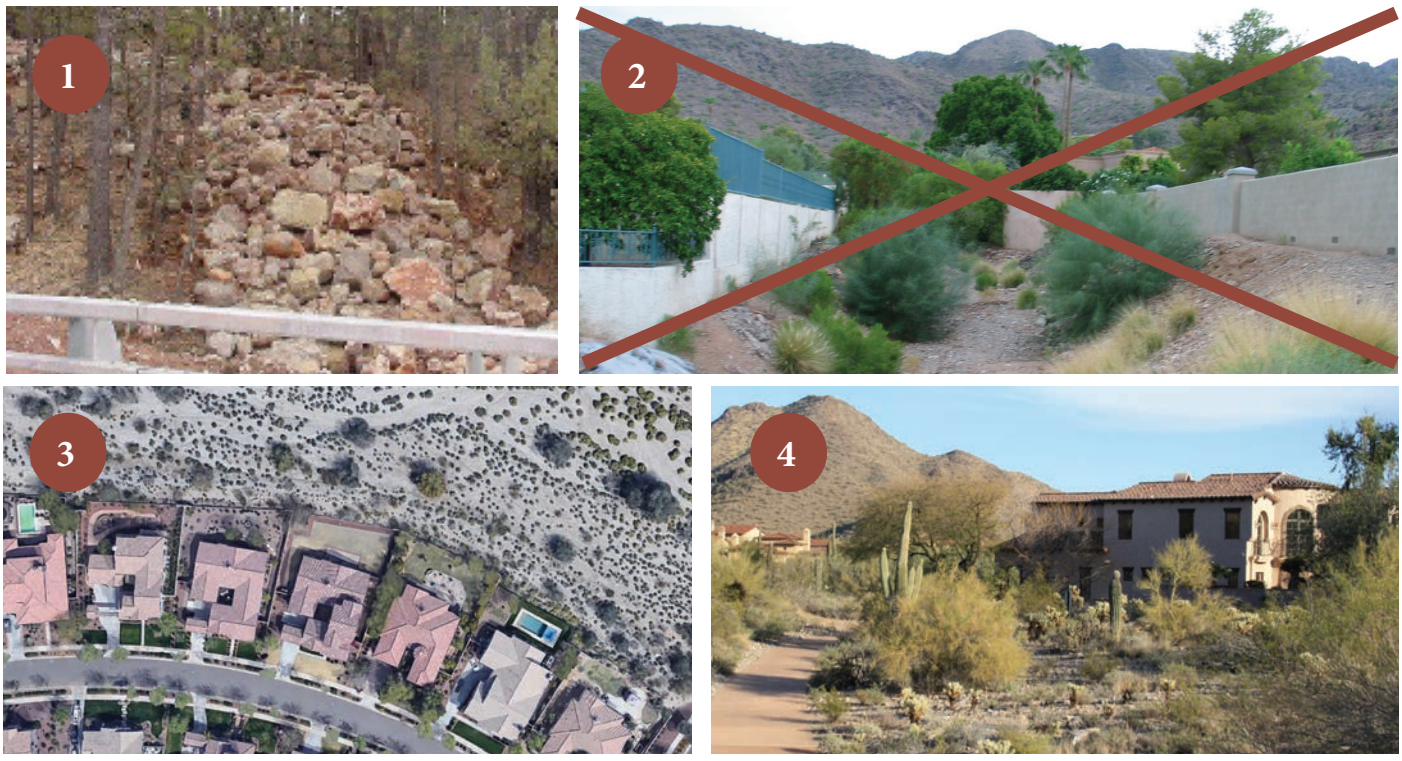
Fences or walls minimum:

8 feet tall to exclude deer

4 feet tall and buried at least 8 inches into the ground to be a long-term, effective barrier for animals such as javelina

These options can result in a more "natural" appearance and may also reduce maintenance requirements. Fencing, walls, and other barriers can be used to restrict access to road rights-of-way, as well as to funnel wildlife to habitat areas or crossing structures such as bridges and culverts. Decorative fencing should not contain features that can be hazardous to wildlife. These features include pointed or narrow extensions at the top of fences (which can injure animals that attempt to jump over), wires that may entangle animals, and hollow fence posts that are open at the top where birds or other small animals may become entrapped in an open cavity.

Methods:



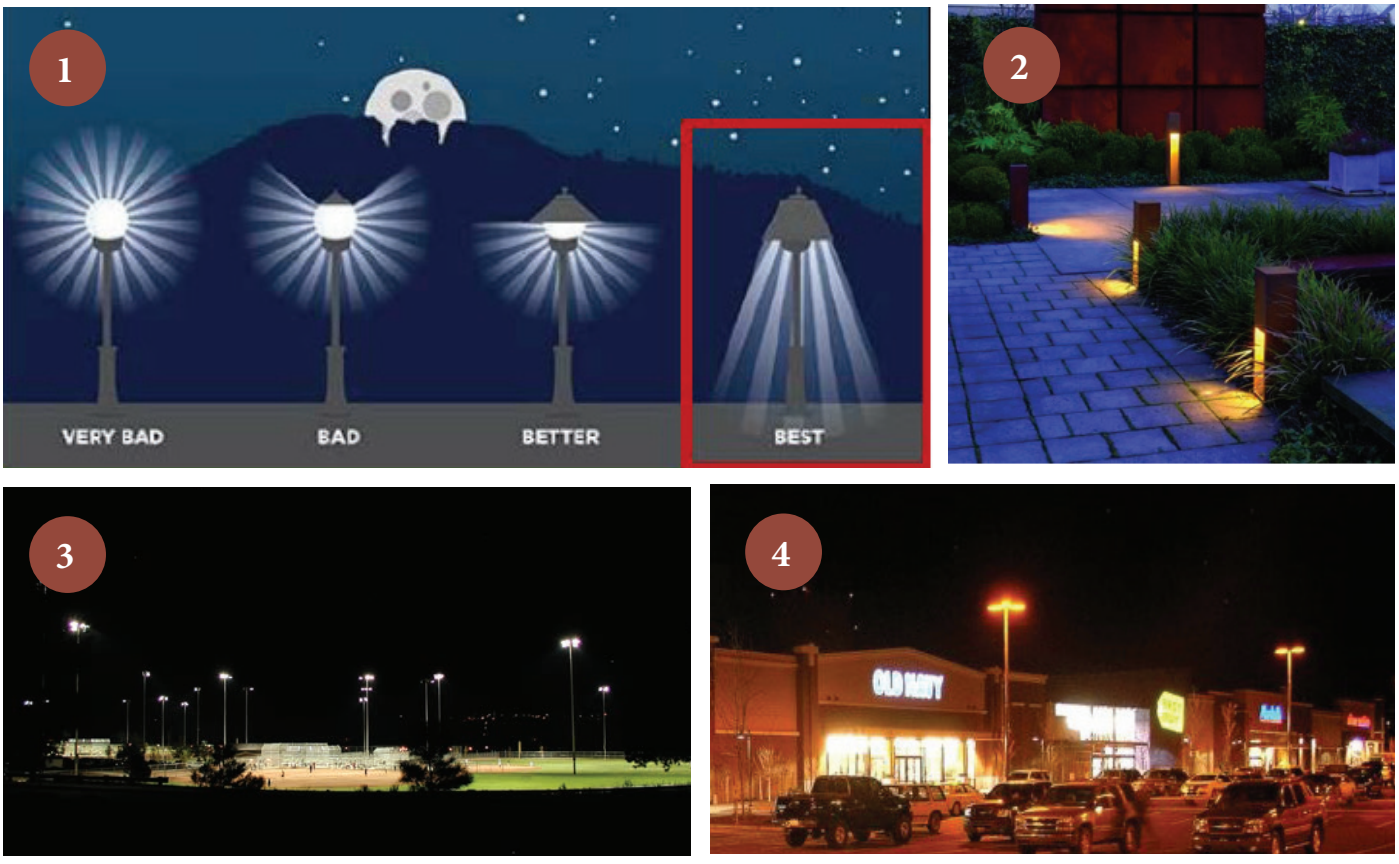
1. *Rock "fence" used by ADOT to direct deer movements.* ***2.*** *Fencing should allow for wildlife movement.* ***3.*** *Fencing/walls should be close to dwelling unit to maximum wildlife corridors.* ***4.*** *No fencing, especially on larger properties, expand movement areas (Exceptions could be made for the purpose of restricting wildlife from entering a road right-of-way or directing wildlife toward a wildlife crossing structure).*

For more information: Guidelines for Wildlife Compatible Fencing (Source: AZGFD)

16. DARK SKY LIGHTING

Lighting is an important safety feature in neighborhoods and can extend the use of amenities after dark, especially in the hot Arizona summers. However, artificial lighting can affects animals that sleep at night and can be disorienting for nocturnal animals and insects, including pollinators; disrupt reproduction cycles; benefit predators to detriment of their prey; and cause foraging avoidance. Light fixtures should be selectively placed, hooded/shielded (i.e., not emitting direct or indirect light above an imaginary horizontal plane passing through the light source), directed downward, and directed away from natural areas. In areas with evening activities that require lighting, the location and timing of activities should be considered and lights should be turned off when not needed. Light fixtures with motion or heat sensors may be used to keep lights off when lighting is not required. In addition to the location and type of fixture, it is important to consider the physical properties of the light that is produced. The International Dark-Sky Association (IDA) recommends using lighting that has a color temperature of no more than 3000 Kelvin. The IDA has developed the Fixture Seal of Approval program to provide objective, third-party certification for lighting that minimizes glare, reduces light trespass, and doesn't pollute the night sky. The City of Buckeye's standards for streetlights do meet these recommendations. View a database of fixtures here: https://www.darksky.org/our-work/lighting/lighting-for-industry/fsa/.

Methods:



1. *Shield and direct light downward and away from natural areas.* ***2.*** *Limit brightness and utilize warmer color (Less than 3000 kelvin) (Flagstaff Dark Skies).* ***3.****Thorpe Park dark sky complaint lighting (Flagstaff Dark Skies).* ***4.*** *Safeway service station lit to about 10 footcandles (Flagstaff Dark Skies).*

For more information: Wildlife Friendly Development (Source: AGFD)

Dark Sky Lighting (Source: Flagstaff Dark Skies Coalition)

17. NOISE BARRIERS

Noise associated with human activities and development can disturb wildlife and degrade wildlife habitats. Mule deer in particular are sensitive to the sound of human voices. Land uses that are associated with high levels of human activity or noise should be located away from designated wildlife habitat areas and wildlife movement corridors with an optimum buffer distance of 1,200 feet. Noise generating facilities include residential areas, human walkways and trails, commercial facilities, noise-generating utilities (e.g., pump stations), community centers, and schools. Noise barriers can be useful tools in screening sensitive areas from noise disturbance, though physical barriers such as noise walls may fragment habitat areas. In some cases, vegetative screening may provide a suitable alternative barrier to noise that also allows for unimpeded wildlife movement. Landscape berms may also be used to reduce noise and screen development from nearby roads. Any of these methods may be used alone, or in conjunction with one or more of the other methods for enhanced effects.

Planning for reduced traffic speeds and lower traffic volumes in the vicinity of wildlife habitats and movement corridors can result in reduced noise from vehicles. If possible, movement corridor structures should be constructed well in advance of development in order to allow wildlife populations to acclimate to using them in the absence of the eventual human-related disturbances.

Methods:



1. *Textured noise walls are commonly used to buffer residential areas from nearby highway traffic noise.* ***2.*** *Berms are commonly used to minimize noise and screen development from nearby roads.* ***3.*** *Visual screening such as trees/shrubs can be used to reduce noise and create an attractive feature.* ***4.*** *Walls can be designed to fit into the natural character.*

For more information: Noise Barrier Design Handbook (Source: Federal Highway Administration)

18. LANDSCAPE MAINTENANCE/LIMITED TURF

Landscapes comprised of native species are inherently low-maintenance because the plants are well-adapted to local conditions and do not require heavy inputs of water, fertilizer, or pesticides. Newly-planted trees and shrubs, even cacti, will need irrigation to become established, but as soon as possible the quantity of irrigation should be reduced to the minimal amount necessary to keep the plants viable. Depending on rainfall, irrigation may only be necessary during the summer months, if at all. Much more common than under-watering is over-watering, which can result in unnaturally-dense growth or excessive size. In general, a well-planned landscape of native species, where adequate space is allowed for the plants to mature naturally, should not require pruning. Habitat value is increased when the landscape is not overly manicured by pruning off flowers and fruits, or unnecessarily removing the lower branches of trees and shrubs. Fallen leaves and other plant parts contribute to a beneficial layer of mulch on the ground, and should be allowed to remain rather than blown off or raked.

Weeds should be controlled so that they do not compete with the landscape plants for moisture, nutrients, or physical space. Hand-pulling of weeds before they flower and set seed is a good method of control. Pre-emergent herbicides are commonly used in landscapes to control weeds, but their mode of action (preventing emergence of seedlings) does not differentiate between desirable native plant volunteers and unwanted weeds, so careful consideration should be given to their use. If a landscape restoration project includes application of native seed, then pre-emergent herbicides should not be used.

Long-term management of a native landscape, whether it be a restoration or a more traditional, planned landscape, will involve monitoring for erosion. Following rain events, the landscape should be inspected for signs of soil erosion, and if observed, it should be immediately repaired, and if necessary, the groundcover layer of rock or organic litter should be replenished. Volunteer native plants may be beneficial to the landscape, but if they crowd other plants or interfere with pedestrian or vehicle circulation, or negatively impact infrastructure such as utilities, then they should be removed. Some plant mortality is to be expected. Depending on the desired character of the landscape, dead plants, particularly tree snags, may be left in place as part of the habitat.

Methods:





1. *Reduction in turf replaced by native vegetation can help local ecosystems thrive - from pollinators to birds to large species moving through the area.* ***2.*** *Deep-rooted native plants are preferred to promote water infiltration and reduce erosion and maintenance requirements.*

For more information: Low Impact Development Toolkit (Source: Mesa, AZ)

19. SEEDING/PLANTING GUIDANCE FOR LANDSCAPING

Planting and seeding of trees, shrubs, and understory to re-establish a natural riparian plant community is an important complement to habitat preservation. Planned native landscapes can provide important benefits to wildlife. Of the three elements necessary for sustaining wildlife - food, water, and shelter – two of those are supplied by plants. And for some desert animals with the ability to obtain moisture from plants, such as desert tortoise, that third element is also provided.

Native plants can be used to augment or restore wildlife habitat that has been impacted by development. It is helpful to have a "model" of undisturbed habitat as a reference, to guide plant species selection and placement.

Landscapes associated with residential and commercial areas also can be of value to wildlife, particularly if they are near established wildlife corridors, but even more isolated patches of habitat can provide life-sustaining food and shelter to birds and other pollinators. Therefore, native plant species should be used for landscaping. If exotic plants are used, which is sometimes desirable for greater plant diversity in residential landscapes, then species that are poisonous to wildlife should be avoided, such asoleander in favor of non-palatable taxa (e.g. genus salvia).

A native plant palette is best; wildlife has evolved with the local flora, and from a horticultural standpoint, the native plants are well-adapted to the local soil conditions, temperature extremes, low rainfall, low humidity, and other environmental factors. Once established, native plants can survive on rainfall alone, if planted at densities similar to those found in the natural desert. Non-native plants with the potential to become invasive, such as African Sumac (*Rhus lancea*) should be avoided.

As important as appropriate plant selection is, so is the establishment of site topography and surface character. Natural areas that have been disturbed should be restored to their original topography as much as possible. Newly-created landscapes will also be more natural-appearing if gently-sloping mounds and shallow basins are integrated into the topography. The basins will capture and retain rainwater, benefiting nearby plants. Rock of various sizes is a typical groundcover of natural areas. If site disturbance has eliminated the natural cover,

Methods: A plant palette with additional recommendations is provided in Appendix A.



1. *Desert Agave.* ***2.*** *Ocotillo.* ***3.*** *Purple Threeawn.* ***4.*** *Galleta Grass.* ***5.*** *Desert Marigold.* ***6.*** *Globemallow.*

material from a rock source, compatible in color and texture, can be applied. The benefits of the rock cover include erosion control and moisture retention. Boulders may also be incorporated into either a restored habitat or a more traditional landscape, providing visual interest as well as habitat for lizards and other animals.

Landscapes may be established by several methods: seeding, planting of nursery-grown or desert-salvaged plants, or a combination of seeding and container plantings.

The process for seeding begins with soil preparation. A good seedbed features soil loosened to a depth of six or eight inches, with a rough surface texture. Plant debris and rock can remain. Soil amendments such as compost and fertilizer may be added, but are generally not essential. The seed mix should contain annuals, herbaceous perennials, shrubs, and trees representative of the local flora. When possible, seed should be collected nearby. If purchased, the seed source should be within a 50-mile radius of the site. The most common technique for seeding is hydroseeding, where the seed is mixed in a slurry with water and mulch, and then sprayed over the soil. Other application methods are drill seeding and hand broadcasting. The best time to seed is prior to the fall/winter rains. Seed applied at other times throughout the year will remain dormant until optimal moisture conditions are present. Irrigation of seeding is not recommended; the healthiest stand of plants will result from natural rainfall.

Planting of nursery stock or desert-salvaged material is ideally done in early fall, when air temperatures have moderated but the soil is still warm. Spring is also a favorable time to plant. Local nurseries are good sources of material; if the project requires large quantities, contracting with a nursery to grow the plants may be necessary. Irrigation will be necessary for plant establishment. The most common method is drip irrigation, either temporary above-ground, or permanent below-ground. After one or two growing seasons, the plants should be established enough that irrigation can be decreased and possibly even discontinued, particularly if water-harvesting basins have been integrated into the landscape to provide supplemental moisture from rainfall. New plantings should be monitored for browsing by wildlife, and if the impact is severe, protection such as wire cages around the plants may be required. The cages should be removed after the plants grow large enough to tolerate some herbivore damage.



7. *The most common technique for seeding is hydroseeding, where the seed is mixed in a slurry with water and mulch.*

For more information:

Arizona Native Plant Society

National Audubon Society

Arizona Municipal Water Users Association

Desert Botanical Garden

Mountain States Wholesale Nursery

OTHER TOOLS, NEXT STEPS & PARTNERSHIPS

The City, County, federal, state, and local agencies, nonprofits, and other groups are instrumental in conserving wildlife corridors and wildlife-friendly communities – extending what one governmental entity can do alone. Looking back at how great existing multi-purpose and wildlife corridors were created; they were a combination of public and private partnerships. Private entities are the implementing bodies of most projects. At the same time, nonprofits provide the means to make projects move forward, and the government provides the structure.

Can this be done? It is often just the act of recognizing the community, agencies, and the development community's will. Other significant wildlife corridors and large conservation efforts undertook the same process as this Guide. The following tools highlight some key roles that could be completed by local, state, and federal partners.

NONPROFITS/NON-GOVERNMENTAL AGENCY PARTNERS AND PROGRAM ALIGNMENT

Nonprofits and other non-governmental organizations are advocates and ambassadors that can work together to accomplish the implementation goals set out in this Guide. For example, partners can team up with local governments, private landowners, developers, educational institutions, and other nonprofit organizations to realize the vision. To combine funding, implementation resources, and alignment of long-range planning and programs. Future planning efforts could integrate the various tools and wildlife corridor concepts to assure regional implementation. Regional partners include:

- White Tank Mountains Conservancy
- Lower Gila River Collaborative
- Rio Reimagined
- Larger national land trusts, including the Nature Conservancy and Trust for Public Land
- Maricopa County Parks
- Local land trusts, including the Arizona Land and Water Trust
- Flood Control District of Maricopa County
- Arizona Game & Fish
- Audubon Society
- Partnering Cities and Jurisdictions

And many, many others...

DOCUMENT AND REGULATORY UPDATES

As the City does routine updates to the documents such as the General Plan, Parks and Open Space Plan, Development Code, Engineering Development standards, Transportation Plans or develops new plans (e.g., climate action plan), the Guide's various best practice tools should be incorporated.

LAND TRUSTS

One necessary step is a targeted effort aimed at land acquisition, conservation easement, and development restrictions of constrained or sensitive lands. This has been proven as one of the most effective tools in Arizona. Land trusts are a specific type of 501(c)3 nonprofit that typically holds contracts for conservation easements to preserve open space or agricultural land. They can also receive land donations or other forms of donations. Whether held in private or public ownership, their role is to continue to monitor the habitat quality and resources for which the land is conserved. Land trusts also generally serve as educators, providing the public with educational opportunities and events to learn about conserved lands and their benefits. As grants are acquired, or other funds are directed at land protection, land stewards will be necessary to maintain our new permanent open space.

For more information: https://www.landtrustalliance.org/what-you-can-do

LAND ACQUISITION

Like conservation easements that maintain the private use of the land, direct land acquisition acquires the land as a whole. Direct acquisition uses funds from grants, general funds, land dedication, park impact fees, land swaps, or other local, state, and federal sources, ensures the property for the use of wildlife, public health, safety and welfare, and public recreation. Local, state, federal, and private entities purchase land for these purposes from landowners. Lands that are constrained are often dedicated or purchased based on their useable value. Land acquisition is often funded by grants, bond measures, or state/federal programs. Land acquisition is a reliable means of conserving core habitats and corridors between habitats.

STEWARDSHIP/RESTORATION

Long-term stewardship, including restoration, monitoring, and maintenance, should accompany many of the BMPs discussed. Recognition programs publicly acknowledge landowners, businesses, and other entities for conserving open space, protecting or restoring habitat areas, or carrying out wildlife-friendly BMPs. These include certification programs, such as the Audubon Society's Backyard Habitat program or the National Wildlife Federation's Certified Wildlife Habitat program.

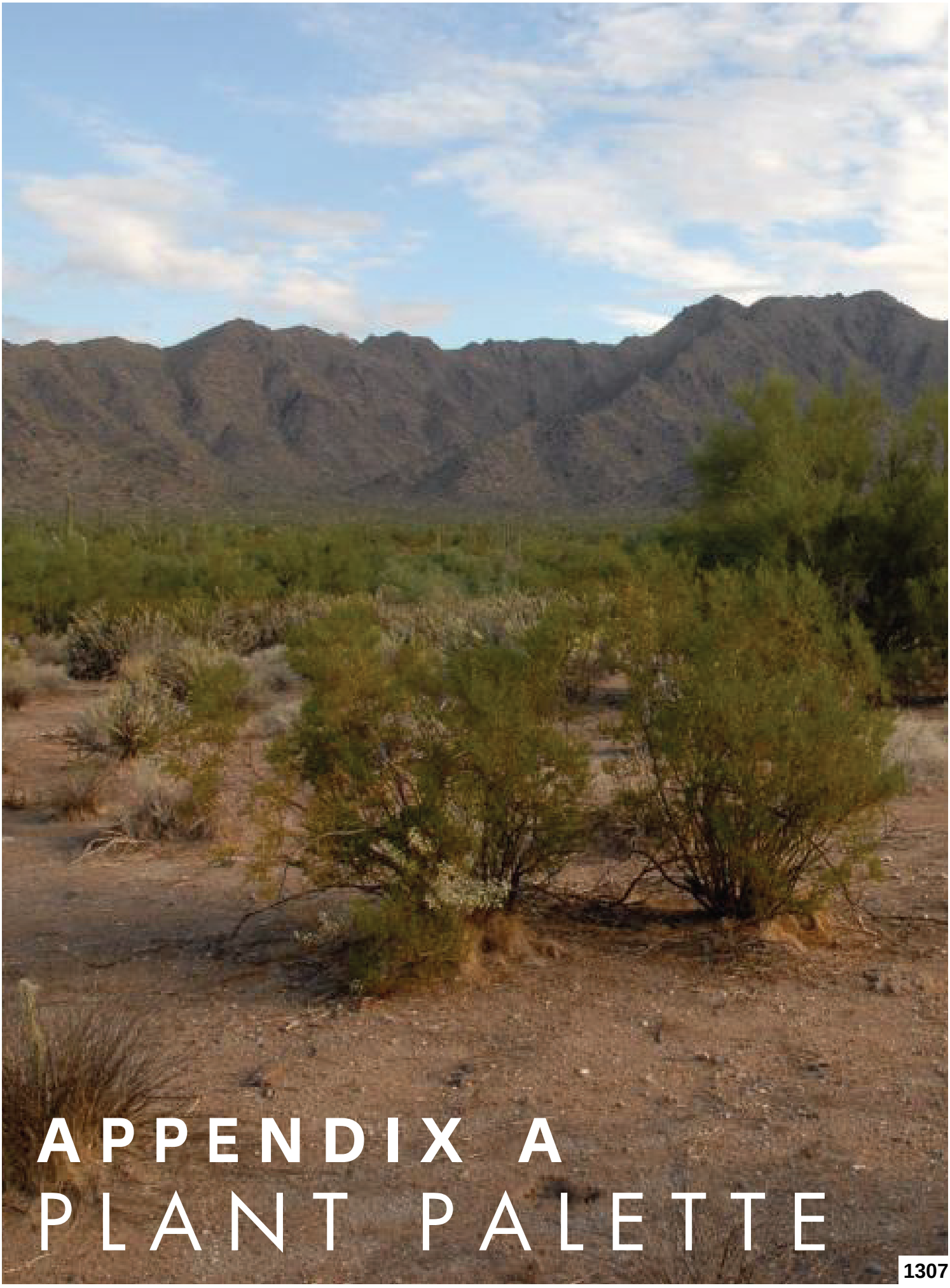
EDUCATION/ADVOCACY

Broad outreach is needed to developers, organizations, residents, and employers on not only the benefits and goals of these best management practices so that they will be put into place but, as the tools are being implemented, education to increase awareness of wildlife interactions. The City may work with local groups, including schools, universities, and conservation groups. Information may include the purpose of wildlife BMPs (such as crossing structures and landscaping methods) and how to interact or not interact with wildlife.



For more information:

https://www.edmonton.ca/city_government/documents/WPEDG_FINAL_Aug_2010.pdf



APPENDIX A
PLANT PALETTE

CACTI & SUCCULENTS



Agave deserti (Desert Agave)



Carnegiea gigantea (Saguaro)



Cylindropuntia acanthocarpa (Buckhorn Cholla)



Cylindropuntia bigelovii (Teddybear Cholla)



Cylindropuntia echinocarpa (Silver Cholla)



Cylindropuntia leptocaulis (Desert Christmas Cholla)



Echinocereus engelmannii (Hedgehog Cactus)



Ferocactus cylindraceus (Barrel Cactus)



Fouquieria splendens (Ocotillo)



Mammilaria grahamii (Fishhook Pincushion)



Opuntia chlorotica (Pancake Prickly Pear)



Opuntia engelmannii (Engelmann's Prickly Pear)

GRASSES



Aristida purpurea (Purple Threeawn)

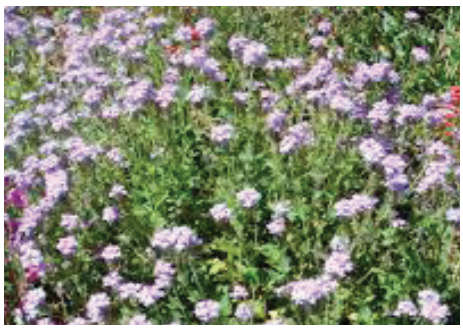


Hilaria rigida (Galleta Grass)

HERBACEOUS PERENNIALS



Baileya multiradiata (Desert Marigold)



Glandularia gooddingii (Goodding's Verbena)



Melampodium leucanthum (Blackfoot Daisy)



Penstemon parryi (Parry's Penstemon)



Psilostrophe cooperi (Paperflower)

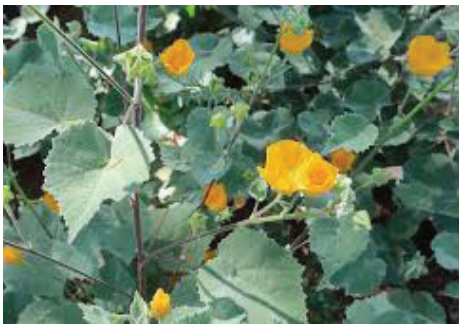


Senna covesii (Desert Senna)



Sphaeralcea ambigua (Globemallow)

SHRUBS



Abutilon palmeri (Palmer's Abutilon)



Ambrosia deltoidea (Triangleleaf Bursage)



Ambrosia dumosa (White Bursage)



Asclepias subulata (Desert Milkweed)



Atriplex canescens (Fourwing Saltbush)



Atriplex lentiformis (Quail Bush)



Baccharis salicifolia (Seepwillow)



Bebbia juncea (Sweetbush)



Calliandra eriophylla (Fairy Duster)



Celtis ehrenbergiana (Desert Hackberry)



Condea emoryi (Desert Lavender)



Encelia farinosa (Brittlebush)



Ericameria laricifolia (Turpentine Bush)



Eriogonum fasciculatum v. poliofolium (Flattop Buckwheat)



Eriogonum wrightii (Wright's Buckwheat)



Justicia californica (Chuparosa)



Larrea tridentata (Creosote Bush)



Lotus rigidus (Deer Vetch)



Cylindropuntia bigelovii (Teddybear Cholla)



Lycium fremontii (Fremont Thornbush)



Pluchea sericea (Arrowweed)

TREES



Bursera microphylla (Elephant Tree)



Chilopsis linearis (Desert Willow)



Olneya tesota (Ironwood)



Parkinsonia florida (Blue Palo Verde)



Parkinsonia microphylla (Foothills Palo Verde)



Populus fremontii (Cottonwood)



Prosopis pubescens (Screwbean Mesquite)



Prosopis velutina (Velvet Mesquite)



Salix gooddingii (Goodding's Willow)

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 7.B. Police Department Crisis Counselor
DATE PREPARED: 09/16/21	**DISTRICT NO.:** All
STAFF LIAISON: Robert Sanders, Assistant Police Chief, rsanders@buckeyeaz.gov, (623) 349-6430	
DEPARTMENT: Police	**AGENDA ITEM TYPE:** Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Pursuant to Contract number 2021010 Council to take action on the expenditure of funds related to the salary and associated costs of contracting services for a Crisis Counselor in the Buckeye Police Department.

RELEVANT GOALS:
GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

Buckeye PD and Crisis Preparation and Recovery will partner in order to plan and implement a coordinated public safety response to incidents involving individuals with mental health disorders. The partnership will enhance the public safety response to citizens of the City of Buckeye.

BENEFITS:
The partnership allows Buckeye PD to effectively address mental health calls for service. The Crisis Counselor will help identify and deescalate situations that could become volatile without the presence of a professional familiar with mental health and associated disorders. The Crisis Counselor will also be able to provide additional resources related to a mental health incident and allow officers to respond to other law enforcement calls. A follow up care management program will be implemented.

FUTURE ACTION:
The services and contract with Crisis Preparation and Recovery will be reviewed on a year to year basis.

FINANCIAL IMPACT STATEMENT:
Total annual cost for a Crisis Counselor will be $122,623.00. The annual cost includes salary, fringe benefits, equipment costs, other costs (bulletproof vest, software and cell phone) and clinical oversight and supervision.

CURRENT FISCAL YEAR TOTAL COST:
Based on approval and when the Clinician agreement is signed with CPR an estimated prorated salary benefits etc. of $81,749 may be required for the current fiscal year.

BUDGETED:

Yes

FISCAL YEAR:
2021-2022

FUND/DEPARTMENT:
10002121-520012

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Crisis Preparation and Recovery Salary.pdf
CRT2021.pptx
Crisis Preparation Contract No. 2021010.pdf
Part 2.pdf
Part 3.pdf

Crisis Preparation and Recovery
"Helping People and Organizations Survive"

May 17, 2021

Buckeye Police Department
530 E. Monroe Ave.
Buckeye, AZ 85326

Dear Assistant Chief Robert Sanders,

We appreciate the opportunity to continue to grow our collaboration and partnership using a Co-Responder model. I have included a breakdown of cost to support the position of a full time counselor. Together, we can review any questions you may have and develop a partnership agreement that best fits the needs of Buckeye Police Department.

Crisis Counselor Annual Salary	$80,000.00
Fringe Benefits*	$20,913.00
Equipment**	$1,120.00
Other Costs***	$2,590.00
Clinical Oversight and Supervision	$18,000.00
Total	$122,623.00

*The CPR fringe benefit rate for a crisis counselor is calculated at 18.85% to include Insurance at 10%, Medicare at1.40%, SSC at 6.01%, FUTA at 0.06%, SUTA at 0.53%, Employer Workman's Compensation at 0.85%, Retirement at 0.65%, and PTO coverage.

**Each CPR employee will need a confidential cell phone, VPN network secured Chromebook, and the needed IT accessories in order to properly track and refer mental health patients in compliance with PHI and HIPPA standards.

***Bulletproof vest, Software, Cell Phone Service

Sincerely,

Tom McSherry
President/Founder

1400 E. Southern Ave. Suite 735 Tempe, AZ 85282
Main: (480) 804-0326 **Fax:** (480) 804-0083
www.CrisisPrepAndRecovery.com

Crisis Response Team
CRT Program



1316

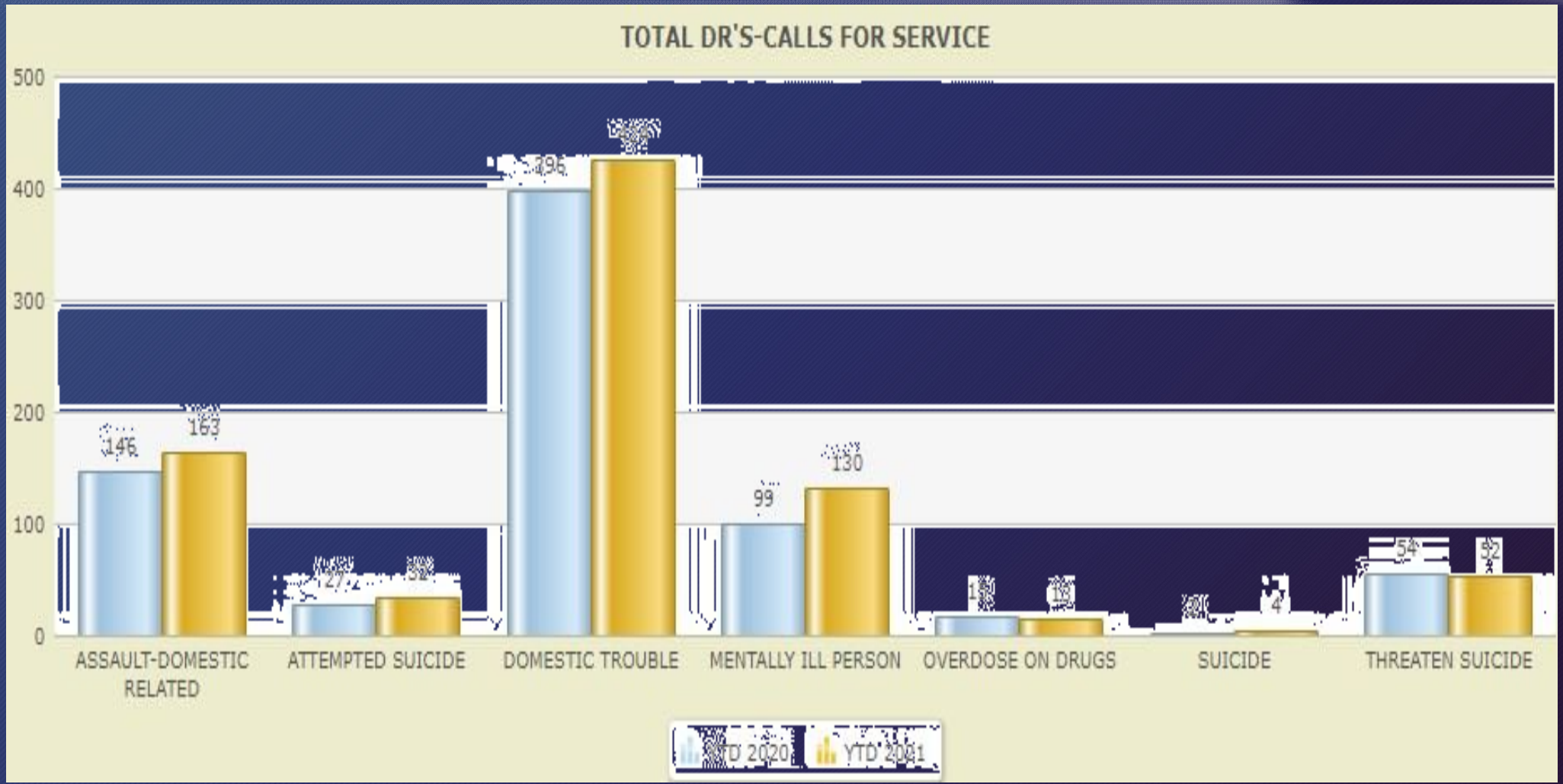
City Council Goals

GOAL 5: Responsive and Accountable Government and Effective Public Services

21st Century Policing Pillars

1. Building Trust and Legitimacy.
2. Policy and Oversight.
3. Technology and Social Media.
4. Community Policing and Crime Reduction.
5. Training and Education.
6. Officer Safety and Wellness.

DV/Mental/Overdose/Suicide Calls



BUCKEYE, AZ

Initial Part-time Program

- January 2021
  - 20 hours per month
  - Part-time case management
  - Service Gaps
  - No true Co-Responder collaboration

97 Citizens

9 Active Case Management Protocols

Full Time 40 hour per week

- Full Time Case Management and Follow Up
- Homeless Outreach
- Co-Responder Collaboration
  - Varied Shifts

Why

- Police are Society's Problem Solvers
- Community Expectation
- Officer Safety
- 50% of Use of Force Incidents Mental Crisis
  - Officer Injuries
  - Citizen Injuries

BUCKEYE, AZ

Questions

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
CRISIS PREPARATION AND RECOVERY, INC.

CONTRACT NO 2021010

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into by and between the City of Buckeye, an Arizona municipal corporation (the "City") and Crisis Preparation and Recovery, Inc., (the "Contractor").

RECITALS

The City of Buckeye, Arizona, is authorized and empowered by the City Code to execute contracts for professional services. WHEREAS, Contractor employs licensed behavioral health clinicians with experience in providing crisis intervention and referral services.

The Contractor submitted a proposal (the "Proposal"), attached hereto as **Exhibit A** and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor to assist the City of Buckeye, Police Department in providing a Crisis Response Team (CRT) and Mental Health Professional (MHP) Co-Responder to address and incorporate a plan for responses to incidents involving people with mental illness and substance abuse disorders, then providing recommendations and guidance as requested by the City in implementing any such recommendations (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date fully executed by the City and shall remain in full force and effect until June 30, 2021 (the "initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial term, this Agreement may be reviewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interest of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and

any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. The Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The City shall pay Contractor an Annual amount Not To Exceed **Forty Eight Thousand Dollars and Zero Cents ($48,000.00)** at the rates as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

4. Payments. The City shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Contractor Personnel. The Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. The Contractor agrees to assign specific individuals to key positions. The Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, The Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All Records shall be subject to inspection and acceptance by the City at reasonable times during the Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Supplies; Equipment. The Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide the Contractor, its employees or sub-Contractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to the Contractor.

9. Performance Warranty. The Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field. Contractor will provide all professional training for it Clinicians at its own expense. The City is not responsible for training Staff associated with Contractor.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of sub-Contractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Contractor, the Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage Parts of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. The Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of the Contractor. The Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

G. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. The Contractor shall be solely responsible for any such deductible or self-insured retention amount.

H. Use of Sub-Contractors/Contracted Staff. If any work under this Agreement is subcontracted in any way, the Contractor shall execute written agreements with its sub-Contractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and the Contractor. The Contractor shall be responsible for executing any agreements with its sub-Contractors/Contracted Staff and obtaining certificates of insurance verifying the insurance requirements.

I. Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by the Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be the Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title of this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or reference to this Agreement, as applicable,

will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) The Contractor's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by the Contractor under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

A. Commercial General Liability. The Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. The Contractor shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on the Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of $1,000,000 each claim and $2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and the Contractor shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

D. Workers' Compensation Insurance. The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially change without 30 days' prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, the Contractor shall abide by and conform to any and all laws of the United States, State of Arizona and the City of Buckeye, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by the Contractor of written notice by the City.

Upon termination for convenience, the Contractor shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to the Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Contractor to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of 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 the Contractor fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall relieved of any subsequent obligation under this Agreement.

14. Miscellaneous.

14.1 Independent Contractor. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. The Contractor, its employees and sub-Contractors 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 Contractor, its employees or sub-Contractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as the Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2 above. The Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The City and the Contractor do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (A) existing and future City and County ordinances and regulations, (B) existing and future state and federal laws and (C) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and the Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party

drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment. No right or interest in this Agreement shall be assigned by the Contractor without prior, written permission of the City signed by the City Manager and no delegation of any duty of the Contractor shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by the Contractor in violation of this provision shall be a breach of this Agreement by the Contractor.

14.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Agreement whether or not sub-Contractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts the Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts the Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement 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, (C) given to a recognized and reputable overnight delivery service, to the address set forth below or (D) delivered by facsimile transmission to the number set forth below:

If to the City:	City of Buckeye ATTN: Tammy Vogel, Purchasing Supervisor Construction & Contracting Division 530 East Monroe Avenue Buckeye, Arizona 85326 Phone: (623) 349-6175 TVogel@Buckeyeaz.gov
With copy to:	Gust Rosenfeld, p.l.c. ATTN: Shiela B Schmidt One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Facsimile: (602) 254-4878
If to Contractor:	Crisis Preparation and Recovery, Inc. ATTN: Tom McSherry, President/Founder 1400 E. Southern Avenue, Suite 735 Tempe, Arizona 85282 Phone: 480 804 0326, Ext. 1101 Email: Tmcsherry@crisisprepandrecovery.com

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, (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, or (D) when received by facsimile transmission during the normal business hours of the recipient. 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.

14.15 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. The Contractor also agrees that any information

pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under this Agreement.

14.16 Information Technology.

A. Limited Access. If necessary for the fulfillment of the Agreement, the City may provide the Contractor with non-exclusive, limited access to the City's information technology infrastructure. The Contractor understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Contractor shall enforce all such policies, standards, regulations and restrictions with all the Contractor's employees, agents or any tier of sub-Contractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement.

B. Data Confidentiality. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor shall not disclose data generated in the performance of the service to any third person without the prior, written consent of the City Manager or authorized designee.

C. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

E. Compromised Security. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, the Contractor shall notify the City Manager, or authorized designee, immediately. The Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

F. Permitted Access. The Contractor's employees, agents and sub-Contractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Contractor agrees that the requirements of this Section shall be incorporated into all sub-Contractor agreements entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause

irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

G. Survival. The obligations of the Contractor under this Section shall survive the termination of this Agreement.

H. Acknowledgement. The Acknowledgement of Obligations under the Health Insurance Portability and Accountability Act of 1996 (U.S.C. §1320 (d)). The parties acknowledge that federal regulations relating to the confidentiality of individually identifiable health information require covered entities to comply with the privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time (codified at 45 C.F.R. parts 160 and 164)("Privacy Standards"). The Privacy Standards require assurance that business associates who receive confidential information in the course of providing services on behalf of a covered entity with certain obligations regarding the confidentiality of health information. Parties agree to be in compliance with the terms associated with health information and privacy as cited in the Business Associate Agreement attached as **EXHIBIT B**, and incorporated herein by reference.

14.17 Records and Audit Rights. The Contractor's and its sub-Contractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its sub-Contractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Contractor and its sub-Contractors are complying with the warranty under subsection 14.18 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Contractor's and its sub-Contractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its sub-Contractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.18 below. To the extent necessary for the City to audit Records as set forth in this subsection, the Contractor and its sub-Contractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its sub-Contractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to the Contractor pursuant to this Agreement. The Contractor and its sub-Contractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give the Contractor or its sub-Contractors reasonable advance notice of intended audits. The Contractor shall require its sub-Contractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.18 E-verify Requirements. To the extent applicable under Ariz. Rev. Stat. §41-4401, the Contractor and its sub-Contractors warrant compliance 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 Contractor's or its sub-Contractors' failure to comply with such

warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Compliance with Federal Immigration Laws and Regulations. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

14.22 Israel. Pursuant to Arizona Revised Statute § 35-393.01, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.

14. 23 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s) ") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All Cooperative procurements under this Agreement shall be transacted solely between the requesting of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURE PAGE TO FOLLOW]

THEREFORE, the City of Buckeye by its City Manager, Roger Klingler has hereunto subscribed his name this __Oct 1, 2020_____.

THE CITY OF BUCKEYE, ARIZONA:

An Arizona Municipal Corporation

By:_____
Roger Klingler, City Manager

RECOMMENDED:

CA Williams

_____
Christopher A. Williams, Manager
Construction & Contracting Division

CONSULTANT:
CRISIS PREPARATION AND RECOVERY, INC.

By: Tom McSherry _____
Name

President
_____
Title

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
CRISIS PREPARATION AND RECOVERY, INC.

[CONTRACTOR'S PROPOSAL]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
CRISIS PREPARATION AND RECOVERY, INC.

[**BUSINESS ASSOCIATE AGREEMENT**]

See following pages.

CRISIS PREPARATION AND RECOVERY, INC

CRT/MHP PROPOSAL FOR BUCKEYE PD

Program Overview

The purpose of the implementation of the Crisis Response Team (CRT)/ Mental Health Professional (MHP) co-responder Unit is to improve service to the community in regard to how the Buckeye Police Department responds to incidents involving people with mental illness and co-occurring mental illness and substance use disorders. In this model, law enforcement and licensed mental health professionals collaborate to promote effective strategies by which law enforcement can better identify and reduce the risk of harm to individuals with mental illness and/or substance abuse while providing better options of care for those individuals. The collaboration with a mental health professional adds expertise to better guide the officers in assisting the individual in a behavioral health crisis to receive appropriate care and lessen the opportunity of violence to all parties.

CPR Background

Crisis Preparation and Recovery, Inc. (CPR) is an Arizona state licensed, Title XIX certified behavioral health outpatient, medication, and crisis services company that has been providing innovative, effective, and compassionate service since 1995. CPR is a unique, diverse company that is not only dedicated to helping individuals and organizations “survive”, but to “thrive”. CPR’s well trained and experienced

professionals meet a variety of needs for individuals, businesses, schools, governmental agencies, or hospitals. CPR offers a variety of services including outpatient counseling, medication management, crisis interventions, transitional care, SMI evaluations, CISM trainings, and disaster/crisis management consulting. The MHP will also be responsible effective and appropriate referrals to local mental health and substance abuse provides.

CPR has extensive knowledge in the Maricopa County mental health system and will be responsible for guiding our clients through the system of care, housing, and other support. As a contracted agency of Mercy Care, the Regional Behavioral Health Authority, CPR as access to SMI client information and can direct the CRT on appropriate contacts within the system to best divert individuals away from incarceration and unnecessary hospitalization. The CRT/MPH Co-responder unit will use available services including Recovery Innovations, Community Bridges for voluntary and non-voluntary psychiatric and substance abuse treatment, case management sites like COPA Health, Lifewell, Terros, Southwest Network, and Chicanos Por La Causa, and local veteran resources including the VA Hospital. These services will be coordinated during home visits by the co-responder unit in the event the individual is in crisis or need of additional assistance. The MHP will be responsible for contacting the agencies and arranging the services. CPR has worked with the MPD on a contracted basis in the past and will select a practitioner with experience interacting with police officers. The MHP will also have experience in the chemical dependency field. CPR will be responsible for the training and support of the MHP.

Crisis Preparation and Recovery, Inc. (CPR), has worked with the Mesa Fire and Medical Department providing similar services for over 7 years. For the last year, CPR has provided one licensed clinician as a consultant to the Mesa Police Department CRT.

Program Goals

The goals for the implementation of the CRT/MHP model include the following:

1.) Decreasing incarceration for individuals with mental health issues.

2.) Decreasing the use of emergency rooms (hospital ED's or psychiatric emergency center) for individuals with frequent contact with law enforcement during mental health crises.

3.) Increasing referrals to appropriate social service agencies for individuals with frequent contact with law enforcement during mental health crises.

4.) Improve BPD's tracking methods regarding contacts with people in mental health or substance use crises.

5.) Track overall satisfaction from the individuals served by the CRT/MHP model through surveys.

To achieve these goals, the CRT/MHP Co-responder Unit's objectives during the planning phase includes identifying the individuals within the community who have frequent contacts with law enforcement which may lead to incarceration, building a strong relationship with CPR's MHP(s), and developing a plan for tracking outcomes with the identified individuals. The target population serviced by the Co-responder CRT/MHP Unit will be individuals who have been documented by officers as possibly having a mental health problem or officially designated as SMI, who have multiple

contacts with law enforcement resulting in repeated incarceration or unnecessary emergent hospitalizations. The individuals may be diagnosed with a mental illness or possibly a co-occurring mental health and substance abuse disorder. Operation guidelines for data collection in Records Management System will identify individuals with “mental health” alerts who are frequently contacted and/or arrested. Further, the CRT will take referrals from patrol officers and investigators based on the required criteria. These individuals will be screened to see if they are diagnosed and eligible for services through local providers. The individuals’ criminal backgrounds will also be checked to see if any pending charges would prevent continued support. Needs will be assessed based on repeat police contacts, with priority given to the higher number of contacts. Lastly in the planning phase, CPR and BPD will create a survey to distribute to participants to gage their overall satisfaction with the program.

After the planning period and creation of list of participants, the CRT CIT Coordinator will work with CPR to create a secure database to track future contacts with the individuals. While BPD and CPR will have an MOU regarding sharing of HIPAA related information, this database will not contain restricted information such as diagnosis and/or treatment plans. The database will collect relevant descriptive personal information, incarceration frequency, hospitalization frequency, and overall contacts by CRT. Lastly, stakeholders for each individual will be established and if necessary, individuals will be enrolled for mental health services through state funding.

The CRT/MHP Co-responder unit will focus on providing support for individuals tailored to their behavioral health and criminogenic needs. The unit will encourage positive relationship with support systems like supportive family, faith community, or

other support systems and discourage interactions with negative influences. The CRT/MHP Co-responder unit will work with the individual's case management sites and request assistance from both Assertive Community Treatment (ACT) teams and Forensic Assertive Community Treatment (FACT) teams. ACT and FACT Teams are evidence-based practices where individuals who typically are not responding to traditional treatment, receive individualized treatment for mental health and substance abuse issues. When possible, treatment will occur in the person's residence and be long-term in nature. FACT teams focus on individuals in the criminal justice system as well and work to reduce recidivism. In addition to ACT and FACT teams, the CRT/MHP Co-responder unit will collaborate with Forensic Peer Support services. Forensic Peer Support services utilize the services of recovered individuals who also spent time in the criminal justice system. Peer Support Specialists receive training and a certification through the State of Arizona. Members of Mercy Care are eligible for numerous housing and employment services are well due to their SMI designation. The MHP will be responsible for managing the participants services and will schedule frequent meetings with the ACT or FACT teams and other stakeholders.

Overall, through the partnership between CPR and BPD and the use of a co-responder model, CRT will attempt to reach the desired outcomes through effective tracking and data collection and by providing wrap-around services to individuals who struggle with mental illness and become involved with law enforcement. As stated above, the project-specific priority areas will include the promotion of effective strategies by law enforcement to identify and reduce the risk of harm to individuals with behavioral

health issues and to public safety and the promotion of effective strategies to expand the use of mental health courts and related services.

Cost

While CPR will be able to bill the individual's insurance company (should they have insurance) for some of the services provided by the MHP, however it will not be sufficient to cover all operating costs.

At minimum CPR would need $4000 per month per MHP to defray our costs.

CPR would work closely with BPD to identify and apply for funding in the form of foundation grants, community grants, and government grants.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement"), is made as of October 1, 2020 (the "Effective Date"), by and between Crisis Preparation and Recovery, Inc. ("Business Associate") and the City of Buckeye Police Department ("Associate") in its capacity as general partner of the following entities: ("Covered Entity") (Collectively the "Parties") to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (42 USC §1320d et seq.) ("HIPAA"), the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) **("AARA"),** their implementing privacy and security regulations set forth at 45 CFR Parts 160 and 164 (the "HIPAA Rules") and any applicable state confidentiality laws.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agrees as follows:

1. **DEFINITIONS** - Terms used herein, but not otherwise defined, shall have meaning ascribed by the HIPAA Rules. "PHI" means Protected Health Information created or received by Associate for or from Entity.

2. **STATUS AS BUSINESS ASSOCIATE/PERMITTED USES AND DISCLOSURES** - To the extent Associate is acting as a Business Associate of Entity, the provisions of this Agreement shall apply to Associate and Associate shall be subject to penalties as specified in § 13404 of ARRA. Associate will nether use nor disclose PHI except as permitted or required by this Agreement or as Required by Law. Without limiting the foregoing, Associate will not sell PHI or use or disclose PHI for purposes of marketing or fundraising, as defined and proscribed in the HIPAA Rules and ARRA. Associate is permitted to use and disclose PHI as follows:

   2.1. To perform any and all obligations of Associate as described in the service agreement between the Parties (the "Service Agreement"), provided that such use or disclosure is consistent with the terms of Entity's notice of privacy practices and would not violate the HIPAA Rules, if done by Entity directly;
   2.2. To perform Data Aggregation services relating to the health care operations of Entity;
   2.3. To report violations of the law to federal or state authorities consistent with 45 CFR § 164.5020)(1);
   2.4. As necessary for Associate's proper management and administration and to carry out Associate's legal responsibilities (collectively "Associate's Operations") provided that any disclosure made for purposes of Associate's Operations is Required By Law or is made after Associate obtains reasonable assurances, evidenced by a written contract, from the recipient that the recipient will: (a) hold such PHI in confidence and use or further disclose it only for the purpose for which Associate disclosed it to the recipient or as Required By Law; and (b) notify Associate of any instance of which the recipient becomes aware in which the confidentiality of such PHI was breached; and
   2.5. To de-identify PHI in accordance with 45 CFR § 164.514(b) for purposes of performing its obligations under the Service Agreement or for Associate's Operations to the extent permitted by applicable law. Associate shall not use or disclose PHI to create de-identified information to be used or disclosed for any other purpose without the prior written consent of Entity.



3. Notwithstanding the foregoing, in the event Entity notifies Associate of a restriction request that would restrict a use or disclosure otherwise permitted by this Agreement, Associate shall comply with the terms of the restriction request

4. **OBLIGATIONS OF ENTITY** - Entity shall (i) upon request, provide Associate with a copy of the notice of privacy practices that Entity produces pursuant to 45 CFR § 164.520, and Entity shall promptly furnish Associate with copies of any material changes to such notice; (ii) provide Associate with any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect Associate's permitted or required uses or disclosures; (iii) notify Associate of any confidential communication request or restriction to the use or disclosure of PHI affecting Associate that Entity has agreed to in accordance with 45 CFR § 164.522.

5. **SAFEGUARDS** - Associate will use appropriate administrative, technical and physical safeguards to prevent the use or disclosure of PHI not permitted by this Agreement and shall maintain policies and procedures to detect, prevent, and mitigate identity theft based on PHI or information derived from PHI. Associate agrees to implement and maintain administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI. Such safeguards for electronic PHI shall comply with the requirements applicable to Covered Entities under the HIPAA Rules.

6. **MINIMUM NECESSARY** - Associate represents that the PHI requested, used or disclosed by Associate shall be the minimum amount necessary to provide the Services. Associate will limit its uses and disclosures of, and requests for, PHI (i) when practical, to the information making up a Limited Data Set; and (ii) in all other cases subject to the requirements of 45 CFR § 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.

7. **AGENTS AND SUBCONTRACTORS** -Associate will require any of its subcontractors and agents, to which Associate discloses any of the PHI to agree by written contract to comply with the same privacy and security obligations as Associate with respect to such PHI. Associate shall be liable to Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Associate's own acts, failures or omissions, to the extent permitted by law.

8. **POLICIES AND TRAINING** - Associate has policies in place regarding the confidential and secure treatment of PHI. Associate shall require its employees to adhere to such policies and shall train its employees regarding the requirements of this Agreement and applicable confidentiality and security laws and regulations.

9. **ACCESS AND AMENDMENT** -To the extent required for Covered Entities by 45 CFR § 164.524, Associate will promptly permit Entity or, at Entity's request, an Individual (or the Individual's personal representative) to inspect and obtain copies of any PHI about the Individual that is in Associate's custody or control and that is maintained in a Designated Record Set. Associate will notify Entity of any request (including but not limited to subpoenas) that Associate receives for access to PHI that is in Associate's custody or control within five (5) business days of receipt of such request. Entity shall be responsible for making determinations about access. Associate will, upon receipt of notice from Entity, promptly amend or permit Entity access to amend any portion of the PHI that is in Associate's custody or control so that Entity may meet its amendment obligations under 45 CFR § 164.526.

10. **ACCOUNTING OF DISCLOSURES** - Except for disclosures excluded from the accounting obligation by the HIPAA Rules and regulations issued pursuant to ARRA, Associate will record for each disclosure that Associate makes of PHI the information necessary for Entity to make an accounting of disclosures pursuant to the HIPAA Rules. Associate will make this information available to Entity promptly upon Entity's request for the period requested, but for no longer than the six (6) years preceding Entity's request for the information (except Associate need not have any information for disclosures occurring before the effective date of any previous HIPAA business associate agreements between the parties or, if none, the Effective Date).

11. **BOOKS AND RECORDS** - Associate will make its internal practices, books, and records, relating to its use and disclosure of the PHI available upon request to Entity or the Secretary of U.S. Department of Health and Human Services ("HHS") to determine Entity's compliance with the HIPAA Rules. Notwithstanding the above, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by Entity or Associate by virtue of this provision.

12. **WITHDRAWAL OF AUTHORIZATION** - If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid. Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the HIPAA Rules expressly applies.

13. **REPORTING** - Associate shall promptly report to Entity, to the extent Associate becomes aware of or discovers any of the following: any use or disclosure of PHI not permitted by this Agreement, any Security Incidents involving electronic PHI, any Breach of Unsecured Protected Health Information ("Breach") and any Red Flag (as defined at 16 CFR § 681.2(b)) related to any individual who is the subject of PHI. Associate shall mitigate, to the extent practicable, any harmful effect known to it of a Security Incident, Breach or use or disclosure of PHI by Associate not permitted by this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that this section constitutes notice by Associate to Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Entity shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no incident results in unauthorized access, use or disclosure of electronic PHI. All reports of Breaches shall be made within ten (10) business days of Associate discovering the Breach and shall include the information specified at 45 CFR § 164.410. Associate shall promptly reimburse Entity all reasonable costs incurred by Entity with respect to providing notification of and mitigating a Breach involving Associate, including but not limited to printing, postage costs and toll-free hotline costs.

14. TERM AND TERMINATION

14.1. Term - This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated pursuant to Section 13.2 below or the Service Agreement terminates, whichever is earlier.

14.2. Termination of Breach - If Associate breaches any provision in this Agreement, Entity may, at its option, access and audit the records of Associate related to its use and disclosure of PHI, require Associate to submit to monitoring and reporting, and such other conditions as Entity may determine is necessary to ensure compliance with this Agreement, or Entity may terminate this Agreement on a date specified by Entity. In addition, either of the Parties may terminate this Agreement effective immediately if it determines that the other Party has breached a material provision of this Agreement and failed to cure such breach within thirty (30) days of being notified by the other Party of the breach. If the non-breaching Party determines that cure is not possible, such Party may terminate this Agreement effective immediately upon written notice to other Party. If termination is not feasible, the non-breaching Party shall report the breach to HHS.

14.3. Effect of Termination - Upon termination of this Agreement for any reason, Associate agrees, at no cost to Entity, to return or destroy, in a secure manner, all PHI, maintained by Associate (or its subcontractors or agents) in any form. If Associate determines that the return or destruction of PHI is infeasible, Associate shall inform Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI infeasible for so long as Associate retains the PHI. The respective rights and obligations of Business Associate under this Agreement shall survive termination and remain in effect (a) until Associate has completed the return or destruction of PHI as required by this Section and (b) to the extent Associate retains any PHI pursuant to this Section.

15. MISCELLANEOUS

15.1. Amendments - This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Entities to comply with the requirements of the HIPAA Rules.

15.2. No Waiver - Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

15.3. Equitable Relief - Any disclosure of misappropriation of PHI by Associate in violation of this Agreement will cause Entity irreparable harm, the amount of which may be difficult to ascertain. Associate therefore agrees that Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Associate from any such further disclosure or breach, and for such other relief as Entity shall deem appropriate. Such rights are in addition to any other remedies available to Entity at law or in equity. Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any



requirement in an action for specific performance or injunction for the posting of a bond by Entity.

15.4. Interpretation - Any ambiguity in this Agreement shall be resolved to permit Entity to comply with the HIPAA Rules. Nothing in this Agreement shall be construed to create any rights or remedies in any third parties or any agency relationship between the parties. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended. This Agreement shall be incorporated into the Service Agreement and subject to any notice, choice of law, waiver or similar provisions of the Service Agreement. The provisions of this Agreement shall prevail over any conflicting provisions of the Service Agreement and any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules. Associate shall agree to conduct business in accordance with the standards of conduct set forth by Entity *("Our Common Bond").*

15.5. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103. Any previous references to "required by law" in agreements between the parties shall mean the same as the term in 45 CFR § 164.103.

[Signature page to follow]



IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first stated above.

City of Buckeye

By: _____

Printed: _____

Title: _____

Date: _____

Party Providing Services:

Crisis Preparation and Recovery. Inc.
1400 East Southern Ave, Suite 735
Tempe, Arizona 85282

By: _____

Printed: _____

Title: _____

Date: _____

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 09/21/21	**AGENDA ITEM:** 7.C. Water Infrastructure Financing Authority of Arizona Loan for Sundance Reclamation Facility Repairs
DATE PREPARED: 09/16/21	**DISTRICT NO.:** NA
STAFF LIAISON: Alisha Solano, Water Resources Director, asolano@buckeyeaz.gov, (623) 349-6101; William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161	
DEPARTMENT: Water Resources	**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. 69-21 authorizing the execution and delivery of a loan agreement by the Mayor, City Manager, Chief Financial Officer, City Attorney and City Clerk; approving a loan from the Water Infrastructure Finance Authority of Arizona (WIFA); authorizing the taking of all other actions necessary to the consummation of the transaction contemplated by this Resolution and declaring an emergency.

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:
The Sundance WRF serves the Sundance Master Plan Community and was built in 2002, expended in 2006 and purchased by the city in 2012. The facility is aging and several major components of the plant have met their useful life and are in need of replacement and/or repair. The city brought in Woods Engineering in March 2020 to complete an assessment and determine a repair and replacement plan and estimated costs associated for those repairs. Repairs include SBR repairs, IPS repairs, tertiary and effluent pump repairs, tertiary filter repairs, anoxic basin rehab and solids dewatering system rehab/repairs.

BENEFITS:
Repairing and replacing the aging infrastructure at the plant will extend its useful life.

FINANCIAL IMPACT STATEMENT:
Repair and replacement for the Sundance Water Reclamation is included in the FY 21-22 budget, CIP # 104210 for $12.3M. The WIFA loan is expected to be issued for a 20-year term, with an expected low interest rate (TBD).

CURRENT FISCAL YEAR TOTAL COST:
$12,295,650

BUDGETED:
Yes

FISCAL YEAR:
FY 21-22

FUND/DEPARTMENT:
4001/Water Resources 40011113 - 543050

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

ATTACHMENTS:
RES 69-21 - Buckeye 2021 WIFA Loan.pdf
City of Buckeye and WIFA Loan No. 910196-22.pdf

RESOLUTION NO. 69-21

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BY THE MAYOR, CITY MANAGER, CHIEF FINANCIAL OFFICER, CITY ATTORNEY AND CITY CLERK; APPROVING A LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION AND DECLARING AN EMERGENCY.

WHEREAS, the City of Buckeye, Arizona (the "*City*"), desires to finance the projects described on *Exhibit A* attached hereto and incorporated by reference herein (the "*Projects*") through a loan between the Water Infrastructure Finance Authority of Arizona ("*WIFA*") and the City (the "*WIFA Loan*") pursuant to Loan Agreement #910196-22 (the "*Loan Agreement*"); and

WHEREAS, the Clerk has presented to the City Council at this meeting the proposed form of the Loan Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, as follows:

Section 1. Public Purpose. It is the intention of the City to enter into the WIFA Loan in order to finance the construction and acquisition of the Projects. The public need for the Projects is to make improvements to the City's water and wastewater systems. It is hereby found and determined that the financing of the Projects pursuant to the terms of the Loan Agreement is in the best interest of and in furtherance of the purposes of the City and its residents and in the public interest.

Section 2. Approval of WIFA Loan. The WIFA Loan is hereby approved. The Loan Agreement will be in the principal amount of up to $13,000,000 and shall bear interest at a rate of not to exceed five percent (5%) per annum. The principal amount of the Loan Agreement shall be due and payable in installments on July 1 in the years no earlier than 2022 and no later than twenty (20) years from the date of the Loan Agreement, and in the amounts per year as shall be set forth in the final form of the Loan Agreement. Interest shall be payable on January 1 and July 1 of each year commencing no earlier than January 1, 2022.

The forms, terms, interest rates, payment dates, payment amounts, provisions for prepayment and other provisions of the WIFA Loan shall be as set forth in the Loan Agreement.

Section 3. Approval and Execution of Loan Agreement. The City Manager and the Chief Financial Officer are authorized to approve the final principal amount of the WIFA Loan, interest rates, payment dates and amounts, and prepayment provisions, and cause the same to be set forth in the Loan Agreement. The form, terms and provisions of the Loan Agreement (including the exhibits thereto) presented at this meeting are hereby approved, with such final provisions, insertions, deletions and changes as shall be approved by the officer executing such

documents on behalf of the City, the execution of each such document being conclusive evidence of such approval. The Mayor, City Manager or Chief Financial Officer and the Clerk are hereby authorized and directed to execute and deliver the Loan Agreement and all other instruments and documents necessary to consummate the WIFA Loan.

Section 4. Request WIFA Actions. The City hereby requests WIFA to take any and all action necessary in connection with the execution and delivery of the Loan Agreement and the making of the WIFA Loan to the City thereunder.

Section 5. Security and Source of Payment. As further described in the Loan Agreement and *Exhibit D* "Source of Repayment" which is attached to and made a part of the Loan Agreement, the City hereby pledges to the payment of all amounts to come due under the Loan Agreement, and subject to the limitations described in the Loan Agreement, the Net Revenues of the System as defined below. All terms not defined herein shall have the meanings set forth in the Loan Agreement.

"Additional Parity Obligations" shall mean any additional obligations having a lien payable from Net Revenues of the System on a parity with any additional parity lien obligations which may hereafter be issued by the Local Borrower (or any financing conduit acting on behalf of the Local Borrower).

"Administrative Expenses" shall mean the reasonable cost or value of all services rendered by the City and its various departments with respect to the System.

"Net Revenues" shall mean that portion of the Revenues remaining after deducting sufficient funds for the Operation and Maintenance Expenses of the System.

"Operation and Maintenance Expenses" shall mean all costs reasonably incurred in connection with the operation, use and maintenance of the System, including (i) repairs necessary to keep the System in efficient and economical operating condition, (ii) the payments of premiums for insurance hereinafter required to be carried on the System, (iii) payments of reasonable Administrative Expenses and (iv) generally all expenses of the System except depreciation, interest expense related to the Loan Agreement, any Outstanding Parity Obligations, any Additional Parity Obligations, and interest expenses on any obligations subordinate to such obligations.

"Outstanding Parity Obligations" shall mean obligations issued and outstanding having a lien payable from Net Revenues of the System on a parity with the Loan Agreement. As of the date of the Loan Agreement, Outstanding Parity Obligations shall mean: (a) the $12,000,000 aggregate principal amount of the Loan Agreement #91A140-10 between WIFA and the City dated November 20, 2009, (b) the $3,617,450 aggregate principal amount of the Loan Agreement #920241-13 between WIFA and the City dated April 5, 2013, (c) the $5,065,000 aggregate principal amount of the Loan Agreement #920239-13 between WIFA and the City dated April 5, 2013, (d) the $7,370,000 aggregate principal amount of the Loan Agreement #920158-13 between WIFA and the City dated April 5, 2013, as amended by the Loan Agreement Amendment No. 1 for Loan 910158-13 dated June 20, 2014, (e) the $761,000 aggregate principal amount of the Loan Agreement #920240-15 between WIFA and the City dated December 5, 2014, (f) the $250,000 aggregate principal amount of the Water and Sewer Systems Senior Revenue Bonds, Series 2015;

and (g) the $108,582,332 aggregate principal amount of Loan Agreement #920299-20 between WIFA and City dated January 24, 2020.

"Revenues" shall mean and include all income, moneys and receipts to be received by the City, directly or indirectly, from the ownership, use or operation of the System including any waste material or by-products of the System, and also including investment income.

"System" means and includes all of the properties and facilities of the complete drinking water and sewer plant and system of the City, whether lying within or without the boundaries of the City, as now existing and as they may hereafter be improved or extended, all improvements, additions and extensions thereto or replacements thereof hereafter constructed or acquired by purchase, contract or otherwise and all contracts, rights, agreements, leases and franchises of every nature owned by the City and used or useful or held for use in the operation of said plant and system or any part or portion thereof.

The City's obligation to make payments under the Loan Agreement does not constitute a general obligation of the City or the State of Arizona, or any of its political subdivisions, for which the City or the State of Arizona, or any of its political subdivisions, is obligated to levy or pledge any form of ad valorem property taxation, nor does the obligation to make payments under the Loan Agreement constitute an indebtedness of the City or of the State of Arizona of any of its political subdivisions within the meaning of the Constitution of the State of Arizona or otherwise.

Section 6. Debt Service Reserve Fund. The Chief Financial Officer is authorized to use Net Revenues to fund the debt service reserve fund, if required by the Loan Agreement, in the amounts and at the times required by the Loan Agreement.

Section 7. Resolution Irrepealable. After the proceeds of the WIFA Loan are advanced to the City, this resolution shall be and remain irrepealable until the principal, interest and premium, if any, thereon shall have been fully paid, cancelled and discharged.

Section 8. Execution of Other Documents. The Mayor, City Manager, City Attorney, Chief Financial Officer and Clerk on behalf of the City, are each hereby authorized and directed, without further order of the Mayor and Council, to execute and deliver such certificates, proceedings and agreements as may be necessary or convenient to be executed and delivered on behalf of the City, to evidence compliance with, or further the purposes of, all the terms and conditions of this resolution.

Section 9. Authorizing and Ratifying Actions. The Mayor, City Manager, Chief Financial Officer, City Attorney and Clerk are authorized and directed to execute and deliver any and all documents, instruments and opinions and to do and cause to be done any and all acts necessary or proper to carry out the transactions contemplated by the Loan Agreement, including, but not limited to, executing a certificate that the information concerning the City and the Loan Agreement in the official statement for the WIFA bonds, if any, do not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, a continuing disclosure undertaking of the City meeting the requirements of Security and Exchange Commission Rule

15c2-12 (the "Disclosure Rule") and a statement as to whether the City has failed to provide the information and notices required under the Disclosure Rule, a certificate regarding the City's reasonable expectations that the City's use of the proceeds of the WIFA loan will remain Tax Exempt Obligations. All actions taken by officials and agents of the City which are in conformity with the purposes and intent of this Resolution and in furtherance of the Loan Agreement whether heretofore or hereafter taken shall be and are hereby ratified, confirmed and approved.

Section 10. Severability. If any section, paragraph, clause or phrase of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this resolution.

Section 11. Waiver of Inconsistency. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

Section 12. Immediate Effect and Emergency. The immediate operation of this Resolution is necessary for the immediate preservation of the public peace, health or safety, and an emergency is hereby declared to exist, to wit: the immediate commencement of the notice procedures is necessary to get the Work completed in an expeditious manner; and this Resolution shall be in full force and effect from and after its passage, adoption and approval by the Mayor and Council of the City of Buckeye.

[Signature Page to Follow]

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 21st day of September, 2021.

Eric Orsborn, Mayor

ATTEST:

Lucinda Aja, City Clerk

APPROVED AS TO FORM:

Timothy A. Stratton, Bond Counsel

CERTIFICATE

I, Lucinda J. Aja, the duly appointed and acting Clerk of the City of Buckeye, Arizona, do hereby certify that the above and foregoing Resolution No. 69-21 was duly passed by the City Council of the City of Buckeye, Arizona, at a regular meeting held on September 21, 2021, and the vote was ____ ayes, ____ nays, ____ abstained and ____ were absent and that the Mayor and ___ Council Members were present thereat.

DATED: September 21, 2021.

Lucinda J. Aja, City Clerk

EXHIBIT A

PROJECT DESCRIPTIONS

WIFA Loan Agreement #910196-22:

This loan will fund the City of Buckeye design and construction upgrades to the Sundance Water Reclamation Facility. This project will include upgrades and repairs to the two SBRs rehabilitation of an anoxic basin, the addition of a new tertiary filter, and an upgrade to the headworks and solids handling system.

City of Buckeye and

Water Infrastructure Finance Authority of Arizona

Borrower – Table of Contents

Document	Tab
City of Buckeye's Borrowing Resolution	1.
WIFA Board Resolution	2.
Loan Agreement	3.
Loan Agreement Addendum-Wage Rate and Forgivable Principal Requirements for Compliance with P.L. 111-88	4.
Loan Agreement Addendum-American Iron and Steel Requirements for Compliance with Federal Law	5.
Exhibit A of Loan Agreement: Financial Terms and Conditions	6.
Exhibit B of Loan Agreement: Technical Terms and Conditions	7.
Exhibit C of Loan Agreement: Reporting Requirements	8.
Exhibit D of Loan Agreement: Source of Repayment and Rate Covenant Provisions	9.
Exhibit E of Loan Agreement: Debt Service Reserve Provisions	10.
Exhibit F of Loan Agreement: Replacement Reserve Provisions	11.
Exhibit G of Loan Agreement: Opinion of Local Borrower	12.
Exhibit H of Loan Agreement: Tax Compliance Certificate of Local Borrower	13.
IRS Form 8038-G	14.
Standard Terms and Conditions	15.

Loan Resolution 2022-003 – City of Buckeye

Water Infrastructure Finance Authority of Arizona

Section 1: Resolution

WHEREAS, the Water Infrastructure Finance Authority of Arizona (the "*Authority*") has received from City of Buckeye (the *"Local Borrower"*) a request for a loan (the "*Loan*"); and

WHEREAS, the Authority has determined that the Local Borrower has met the requirements of Arizona Revised Statutes §49-1201 et seq. (the "*Act*") and the rules promulgated thereunder (the *"Rules"*); and

WHEREAS, the terms and conditions under which a Loan will be made and the obligations of the Local Borrower will be set forth in a loan agreement or bond purchase agreement (the "*Loan Agreement*") to be executed by the Local Borrower and the Authority.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AUTHORITY AS FOLLOWS:

The Executive Director of the Authority is hereby authorized and directed to execute a Loan Agreement with the Local Borrower to evidence a Loan in accordance with the Act, the Rules, the Local Borrower's applications to the Authority, and the Project Summary detailed in Section 2 of this Loan Resolution.

The Executive Director and other Authority officials, as appropriate, are authorized and directed to sign any document and take such actions as necessary and appropriate to consummate the transactions contemplated by this Resolution and the Loan Agreement and to ensure that the Local Borrower has completed all requirements of the Authority as detailed in Section 3, Section 4, and Section 5 of this Loan Resolution.

This Resolution shall take effect immediately and shall terminate one year from the date of Board Action.

Dated: August 27, 2021

By: Pending Signature From AFA
Chairman

Attest: Pending Signature from Director
Executive Director

Section 2: Project Summary

2.1 Project Number(s)

CW 003-2022

2.2 Project Priority Data

PPL Rank	Funding Cycle	Population Served	Subsidy Rate
5	CW 2022	32,678	85%

2.3 Project Description(s)

The loan will fund the City of Buckeye design and construction upgrades to their Sundance Water Reclamation Facility. This project will include upgrades and repairs to the two SBRs, rehabilitation of an anoxic basin, the addition of a new tertiary filter, and an upgrade to the headworks and solids handling system.

2.4 Previous Board or Committee Actions

December 19, 2019 – Board adopted resolution No. 2020-012 (Loan No. 920299-20) to award $108,582,332 to the City of Buckeye for the Broadway Road Water Campus project.

FY 2015 Technical Assistance Funding Cycle - Board awarded the City of Buckeye $22,000 for drinking water technical assistance for a Distribution Leak Survey (Phase I).

April 30, 2014 – Board adopted Resolution Addendum No. A2014-013 to increase Loan No. 910158-13 by $2,500,000 for a total of $7,370,000 (Loan No. 910158-13).

February 19, 2014 – Board adopted Resolution Addendum No. A2014-007 to extend Loan Resolution No. 2013-013 by one year (Loan No. 920240-13).

February 20, 2013 – Board adopted Loan Resolution No. 2013-011 (Loan No. 910158-13) to award $4,870,000 to the City of Buckeye for the Reclaimed Water System Improvements project.

February 20, 2013 – Board adopted Loan Resolution No. 2013-012 (Loan No. 920239-13) to award $5,065,000 to the City of Buckeye for the Downtown Waterline Interconnect project.

February 20, 2013 – Board adopted Loan Resolution No. 2013-013 (Loan No. 920240-13) to award $1,011,000 to the City of Buckeye for the Hopeville Water System acquisition.

February 20, 2013 – Board adopted Loan Resolution No. 2013-014 (Loan No. 920241-13) to award $3,617,450 to the City of Buckeye for the Airport Well project.

December 19, 2012 – Board approves the City of Buckeye's request for partial loan prepayment of Loan No. 91A140-10.

October 14, 2009 - Board adopted Loan Resolution No. 2010-003 (Loan #91A140-10) to award $12,000,000 to the City of Buckeye for upgrades and expansions to the Central Buckeye WWTP.

2.5 Project Finance Committee Recommendations

Not reviewed by the Project Finace Committee.

Section 3: Financial Assistance Terms & Conditions (Section 7.1 of Due Diligence)

Financial Assistance Amount: $13,000,000

Primary Repayment Source: Water and Wastewater Revenues

Secondary Repayment Source: None

Loan Term: Not to exceed 30 years

Frequency of Repayment: Semi-Annual

Loan Structure: Standard Governmental - Level 1

Debt Service Reserve Fund Requirements: No Requirement

Repair and Replacement Fund Requirements: No Requirement

Requirements Prior to Loan Execution:

Require Legal Opinion: Yes

Other: No Requirement

Requirements Prior to Construction: No Requirement

Requirement During Construction: No Requirement

Requirements Prior to Final Disbursements: No Requirement

Loan Category: Qualified, Not Pledged

Policy Exceptions: None

Section 4: Technical Terms & Conditions (Section 7.2 of Due Diligence)

Observation Schedule B:

Observation 1: Upon borrower notification of construction commencement

Additional Observations: at least one site observation within each 12 month period

Final Observation: 80% construction budget disbursement

Withholding Percentage:

50% (released after FSP certification received)

Fiscal Sustainability Plan certification already received. A revised certification form with the FSP must be received before 50% of the construction funds are released.

10% (released after deliverables received)

Requirements Prior to Loan Execution: No Requirement

Requirements Prior to Construction:

Submittal of Construction Bids: Yes

Project Publicity/Signage: Yes

The Local Borrower shall erect a construction sign displaying information on the Project and the funding sources. The Authority shall provide specifications for such construction signs.

Other: No Requirement

Requirements During Construction:

Prior Review of Changes in Project Scope: Yes

The Local Borrower shall submit to the Authority, for review and approval prior to execution, any change to the plans and specifications, construction contracts, Eligible Project Costs, or any other change which will effect the performance standards or purpose of the Project.

Other: No Requirement

Requirements Prior to Releasing Withholdings:

50% Withholding of Construction Funds:

Submission of Fiscal Sustainability Plan Certification: Yes

Submission of Fiscal Sustainability Plan: No

10% Withholding

Require Plan of Operation: Yes

Require Final Approval: Yes

Other: No Requirement

Policy Exceptions: None

Section 5: Additional Notice & Reporting Requirements (Section 7.3 of Due Diligence)

Other: Wage rate reporting requirements; Use of American Iron and Steel requirments

Loan Agreement

Water Infrastructure Finance Authority of Arizona
(the "Authority")

and

City of Buckeye
(the "Local Borrower")

Evidencing a Loan from the
Authority to the Local Borrower

Dated as of **TBD**

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Loan Agreement

This Loan Agreement (this "*Loan Agreement*") is made and entered into as of **TBD** by and between the Water Infrastructure Finance Authority of Arizona (the "*Authority*"), and City of Buckeye (the "*Local Borrower*"), a political subdivision of the State of Arizona.

This Loan Agreement includes the attached Exhibits and the attached Standard Terms and Conditions. Any capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Exhibits and the Standard Terms and Conditions.

The Authority and the Local Borrower agree as follows:

Article 1 Description of the Loan

Section 1.1 Name and Address of Local Borrower.

City of Buckeye
Attention: Alisha Solano, Director
21749 W. Yuma Road, Suit 107
Buckeye, Arizona 85326
Telephone: (623) 349-6121
Fax: N/A

Section 1.2 Authorized Officer(s) of Local Borrower.

City of Buckeye
Attention: Mr. Roger Klingler, City Manager
530 East Monroe Ave.
Buckeye, Arizona 85326
Telephone: (623) 349-6910
Fax: N/A

Section 1.3 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Local Borrower at the address specified in Section 1.1, to the Authorized Officer of the Local Borrower at the address specified in Section 1.2 and to the Authority at the following address:

Executive Director
Water Infrastructure Finance Authority of Arizona
100 North 7th Avenue, Suite 130
Phoenix, Arizona 85007
Telephone: (602) 364-1310
Fax: (602) 364-1327

Any of the parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 1.4 Loan Information. The terms of the Loan include the terms set forth in the Exhibits, which are part of this Loan Agreement:

Exhibit A Financial Assistance Terms and Conditions; Borrower Payment Instructions; and Loan Repayment Schedule

Exhibit B Technical Assistance Terms and Conditions

Exhibit C Reporting Requirements

Exhibit D Source of Repayment

Exhibit E Debt Service Reserve Requirements

Exhibit F Replacement Reserve Requirements

Exhibit G Opinion of Counsel to Borrower

Exhibit H Tax Compliance Certificate of Local Borrower

Prior to Loan Closing, the Local Borrower must deliver to the Authority the Opinion of Local Borrower Counsel in the form of Exhibit G and the Tax Compliance Certificate of Local Borrower in the form of Exhibit H, signed and dated the date of Loan Closing.

Article 2 Description Of The Project

Section 2.1 Description of Project. The Project is described in the Project Summary attached to the Loan Resolution of the Authority, and in Exhibit B of this Loan Agreement.

Section 2.2 Description of System. The term "System" means and includes all of the properties and facilities of the complete Sewer and Waterworks plant and system of the Local Borrower, whether lying within or without the boundaries of the Local Borrower, as now existing and as they may hereafter be improved or extended, all improvements, additions and extensions thereto or replacements thereof hereafter constructed or acquired by purchase, contract or otherwise and all contracts, rights, agreements, leases and franchises of every nature owned by the Local Borrower and used or useful or held for use in the operation of said plant and system or any part or portion thereof.

Article 3 Loan to Local Borrower; Amounts Payable

Section 3.1 The Loan. The Authority shall loan and disburse to the Local Borrower in accordance with this Article 3 an amount listed in Exhibit A (the "Loan"), and the Local Borrower shall borrow and accept from the Authority, the Loan in the principal amount determined pursuant to this Article 3; provided, however, that (i) the Authority shall be under no obligation to disburse any amount of the Loan if an Event of Default has occurred and is continuing under this Loan Agreement, and (ii) the amount to be disbursed shall be lawfully

available for disbursement. The Local Borrower shall use the proceeds of the Loan strictly in accordance with the requirements of this Loan Agreement.

Section 3.2 Disbursements of Loan Proceeds. The Authority may disburse funds by check, by electronic means or by means of magnetic tape or other transfer medium. Except as hereinafter provided, disbursements shall be made only when (i) the request for disbursements is in substantially the form provided by the Authority and is accompanied by the necessary certifications and documentation and (ii) an Authorized Officer of the Authority has determined that such disbursement is proper. An Authorized Officer of the Authority shall approve disbursements directly to the persons or entities entitled to payment or to the Local Borrower in the case of reimbursement for costs of services already paid, and shall provide the Local Borrower with a copy of the approval and the date approved. Disbursements may be made only for Eligible Project Costs.

Section 3.3 Amounts Payable. The Local Borrower shall pay to the Authority the amounts shown in Exhibit A on or before the dates shown in Exhibit A, as the same may be adjusted as provided in the Standard Terms and Conditions, to reflect any revisions to the principal repayment schedule of the Loan. Such payments shall be made by electronic funds transfer or by direct debit to the Authority.

Section 3.4 Tax Covenants.

(a) General. The Local Borrower acknowledges that, in connection with its state revolving fund programs, the Authority issues its bonds ("Authority Bonds") from time to time to finance loans and the Authority also pledges certain loans to secure and to serve as the source of payment for the Authority Bonds. As a result, and under the provisions of federal tax law applicable to the Authority Bonds, it is in the Authority's interest for the Loan to qualify and be an obligation that bears interest that is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax under the Code. Therefore, the Local Borrower represents and covenants as follows with respect to the Loan and the Authority Bonds. The Local Borrower covenants that it will not take any action, or fail to take any action, if any such action or failure to take such action would adversely affect the exclusion from gross income of the interest on the Loan or the Authority Bonds under Section 103(a) of the Code or cause the interest on the Loan or the Authority Bonds to become an item of tax preference for purposes of the alternative minimum tax under the Code, and in the event of such action or omission, it will, promptly upon having such brought to its attention, take such reasonable actions based upon a bond counsel opinion as may rescind or otherwise negate such action or omission. The Local Borrower will not directly or indirectly use or permit the use of any proceeds of the Loan or any other funds of the Local Borrower or take or omit to take any action that would cause the Loan or the Authority Bonds to be or become "arbitrage bonds" within the meaning of Section 148(a) of the Code or to fail to meet any other applicable requirement of Sections 103, 141, 148, 149 and 150 of the Code or cause the interest on the Loan or the Authority Bonds to become an item of tax preference for purposes of the alternative minimum tax imposed on under the Code. To that end, the Local Borrower will comply with all applicable requirements of Sections 103, 141, 148, 149 and 150 of the Code to the extent applicable to the Loan.

(b) Modification Based on Bond Counsel Opinion. Notwithstanding any provision of this Section, if the Local Borrower provides to the Authority a bond counsel opinion to the effect that any action required under this Section is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of interest on the Loan or the Authority Bonds pursuant to Section 103(a) of the Code, the provisions of this Section and the covenants in this Section shall be deemed to be modified to that extent.

(c) Bond Counsel Opinion. For purposes of this Section, "bond counsel opinion" means an opinion letter of a firm of attorneys of national reputation experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds, and who is acceptable to the Authority.

IN WITNESS WHEREOF, the Authority and the Local Borrower have caused this Loan Agreement to be executed and delivered as of the date of execution hereof.

Water Infrastructure Finance Authority of Arizona

By: _____
Dan Dialessi, Executive Director

City of Buckeye

By:_____
Mr. Roger Klingler, City Manager

Attest:

By: _____
Clerk

Declaration of Official Intent

For Reimbursement of Expenditures from Bonds

This is a Declaration of Official Intent under U.S. Treasury Regulations for purposes of Sections 103 and 141 to 150 of the Code of 1986, as amended (the "Code")

1. The undersigned, on behalf of the Water Infrastructure Finance Authority of Arizona (the "Authority") declares that the Authority reasonably expects that the expenditures described in paragraph 2 (the "Original Expenditures") will be reimbursed with the proceeds of the "bonds" (as defined in Section 150 of the Code).

2. Description of the expenditures to be reimbursed.

   (a) Expenditures initially made from and to be reimbursed to the Clean Water Revolving Fund.

   (b) For a loan or other financial assistance provided to the City of Buckeye, Loan Number 910196-22.

   (c) The maximum principal amount of the bonds expected to be issued for the Original Expenditures, including costs of issuing the bonds is $ 13,000,000.00.

The undersigned has been authorized by the Authority to make and sign this Declaration on behalf of the Authority.

Water Infrastructure Finance Authority

By: _____
Its: Executive Director

Date of Declaration: October 1, 2021

Caution: This Declaration of Official Intent will not be effective unless the bonds providing moneys for the reimbursement are issued and the reimbursement described above is made (by an allocation on the books and records identifying the expenditures as in paragraph 2 above) within the applicable period prescribed in the Treasury Regulations – generally, 18 months after the later of the date of the expenditure or the date the project is placed in service, but in no event later than three years after the date of expenditure.

LOAN AGREEMENT ADDENDUM

Wage Rate Requirements for Compliance with P.L. 111-88

Water Infrastructure Finance Authority of Arizona

This document (this "Wage Rate Addendum") sets forth additional requirements applicable to state revolving fund Loans made by the Water Infrastructure Finance Authority of Arizona ("WIFA") that are subject to the requirements of federal Public Law 111-88, "Making appropriations for the Department of the Interior, environment, and related agencies for the fiscal year ending September 30, 2010, and for other purposes," enacted October 30, 2009 ("P.L. 111- 88"). The provisions in this Wage Rate Addendum are a part of the Loan Agreement. Capitalized terms not otherwise defined herein shall have the meanings given them in the Loan Agreement.

The parties acknowledge and agree that funds disbursed by WIFA to the Local Borrower will include funds made available to WIFA by the federal government under P.L. 111-88, and that the requirements of P.L. 111-88 include those set forth in this Wage Rate Addendum. The Local Borrower agrees to comply with all of those requirements and agrees that failure to do so is a breach of the provisions of the Loan Agreement which may result in a default under the Loan Agreement, termination of WIFA's obligation to make disbursements on the Loan and the Local Borrower being required to repay all amounts that have been disbursed by WIFA on the Loan, together with interest and fees as provided in the Loan Agreement.

Additional Requirement for Subrecipients that are not Governmental Entities:

Obtaining Wage Determinations - Under this Wage Rate Addendum, the non-governmental borrower must submit its proposed Davis Bacon wage determinations to WIFA for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors. **THIS PARAGRAPH DOES NOT APPLY TO GOVERNMENTAL ENTITIES.**

Section 1. Wage Rate Requirements

This section contains language that must be included in all Davis Bacon covered construction contracts and subcontracts. (29 CFR Part 5.5)

(a) **Required Provisions**. The Local Borrower shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the Clean Water State Revolving Fund

(CWSRF) or a construction project under the Drinking Water State Revolving Fund (DWSRF), or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, or the FFY 2010 appropriation, the following clauses:

(1) **Minimum wages**. (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Local Borrowers may obtain wage determinations from the U. S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The Local Borrower, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The WIFA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Local Borrower agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Local Borrower to the WIFA award official. The WIFA award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 (the "Administrator") and to the EPA Davis Bacon Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the WIFA award official or will notify the WIFA award official within the 30-day period that additional time is necessary.
(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Local Borrower do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the WIFA award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) **Withholding**. The Local Borrower shall upon its own action or upon written request of WIFA, EPA award official or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so

much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records**. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Local Borrower. Such documentation shall be available on request of WIFA or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5 (a)(1) based on the most recent payroll copies for the specified week. **The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number).** The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347.pdf or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Local Borrower

for transmission to WIFA or EPA, if requested by EPA, WIFA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Local Borrower.
(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete; and
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; and
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of WIFA. EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or WIFA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (“the office”), or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of

probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements**. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts**. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment**. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements**. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards**. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the Local Borrower, WIFA, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility**. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) **Contract Work Hours and Safety Standards Act**. The Local Borrower shall insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such

individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
(3) Withholding for unpaid wages and liquidated damages. The Local Borrower, upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Sec. 5.1, the Local Borrower shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Local Borrower shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of WIFA, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Section 2. General Provisions.

(a) Binding Effect. This Wage Rate Addendum shall inure to the benefit of and shall be binding upon WIFA and the Local Borrower and their respective successors and assigns.

(b) Severability. In the event any provision of this Wage Rate Addendum shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

(c) Amendments, Supplements and Modifications. This Wage Rate Addendum may not be amended, supplemented or modified without the prior written consent of WIFA and the Local Borrower.

(d) Execution in Counterparts. This Wage Rate Addendum may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(e) Applicable Law. This Wage Rate Addendum shall be governed by and construed in accordance with the laws of the State of Arizona.

(f) Captions. The captions or headings in this Wage Rate Addendum are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions of this Wage Rate Addendum.

(g) Further Assurances. The Local Borrower shall, at the request of WIFA, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights and agreements granted or intended to be granted by this Wage Rate Addendum.

(h) Arbitration. The parties hereto agree to use arbitration to the extent required by Section 12-1518 of the Arizona Revised Statutes.

(i) Notice Regarding A.R.S. § 38 511. To the extent applicable by provision of law, the parties acknowledge that this Wage Rate Addendum is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are hereby incorporated herein.

[SIGNATURE PAGE FOLLOWS]

WIFA and the Local Borrower are signing this Wage Rate Addendum to be effective as part of the Loan Agreement.

Water Infrastructure Finance Authority of Arizona

By: _____

Dan Dialessi, Executive Director

City of Buckeye

By: _____

Roger Klingler, City Manager

Attest:

By:_____

Lucinda Aja, City Clerk

[Signature page to Wage Rate Addendum to Loan Agreement]

LOAN AGREEMENT ADDENDUM

American Iron and Steel Requirements for Compliance with Federal Law

Water Infrastructure Finance Authority of Arizona

This document (this "American Iron and Steel Addendum") sets forth additional requirements made applicable to state revolving fund Loans made by the Water Infrastructure Finance Authority of Arizona ("WIFA") by federal law. The provisions in this American Iron and Steel Addendum are a part of the Loan Agreement. Capitalized terms not otherwise defined herein shall have the meanings given them in the Loan Agreement.

The parties acknowledge and agree that funds disbursed by WIFA to the Local Borrower will include funds made available to WIFA by the federal government under federal law, and that the requirements of federal law include those set forth in this American Iron and Steel Addendum. The Local Borrower agrees to comply with all of those requirements and agrees that failure to do so is a breach of the provisions of the Loan Agreement which may result in a default under the Loan Agreement, termination of WIFA's obligation to make disbursements on the Loan and the Local Borrower being required to repay all amounts that have been disbursed by WIFA on the Loan, together with interest and fees as provided in the Loan Agreement.

Federal law requires that WIFA include in all assistance agreements, including the Loan Agreement, for the construction, alteration, maintenance, or repair of treatment works under the Clean Water State Revolving Fund and for the construction, alteration, maintenance, or repair of a public water system under the Drinking Water State Revolving Fund, a provision requiring the application of American Iron and Steel requirements for the entirety of the construction activities financed by the assistance agreement through completion of construction, no matter when construction commences. Whether or not the project has multiple sources of funding, the American Iron and Steel requirements apply to the entire project and not just to the activities funded by the money made available to WIFA by the federal government.

Section 1. **American Iron and Steel Requirements.** In accordance with federal law:

(a)(1) None of the funds made available to WIFA as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

Section 2. General Provisions.

(a) Binding Effect. This American Iron and Steel Addendum shall inure to the benefit of and shall be binding upon WIFA and the Local Borrower and their respective successors and assigns.

(b) Severability. In the event any provision of this American Iron and Steel Addendum shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

(c) Amendments, Supplements and Modifications. This American Iron and Steel Addendum may not be amended, supplemented or modified without the prior written consent of WIFA and the Local Borrower.

(d) Execution in Counterparts. This American Iron and Steel Addendum may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(e) Applicable Law. This American Iron and Steel Addendum shall be governed by and construed in accordance with the laws of the State of Arizona and applicable federal law.

(f) Captions. The captions or headings in this American Iron and Steel Addendum are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions of this American Iron and Steel Addendum.

(g) Further Assurances. The Local Borrower shall, at the request of WIFA , authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights and agreements granted or intended to be granted by this American Iron and Steel Addendum.

(h) Prohibition Against Discrimination. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order 2009-9, entitled "Prohibition of Discrimination in State Contracts Non-Discrimination in Employment by Government Contractors and Subcontractors," which mandates that all persons, regardless of race, color, religion, sex, age, or national origin shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Local Borrower shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

(i) Arbitration. In the event of a dispute, the parties agree to use arbitration, after exhausting applicable administrative review, to the extent required by Arizona Revised Statutes Section 12-1518, and the prevailing party shall be entitled to attorney's fees and costs with respect thereto.

(j) Notice of Arizona Revised Statutes Section 38-511 - Cancellation. Notice is hereby given of the provisions of Arizona Revised Statutes Section 38-511, as amended. By this reference, the provisions of said statute are incorporated herein to the extent of their applicability to this American Iron and Steel Addendum under the law of the State of Arizona.

[SIGNATURE PAGE FOLLOWS]

WIFA and the Local Borrower are signing this American Iron and Steel Addendum to be effective as part of the Loan Agreement.

Water Infrastructure Finance Authority of Arizona

By: _____

Dan Dialessi, Executive Director

City of Buckeye

By: _____

Roger Klingler, City Manager

Attest:

By: _____

Lucinda Aja. City Clerk

[Signature page to American Iron and Steel Addendum to Loan Agreement]

Exhibit A of Loan Agreement

Section 1: Financial Assistance Terms and Conditions
City of Buckeye
30-Aug-21

Loan Number		910196-22
Closing Date		10/01/21
First Payment Period		01/01/22

Financial Assistance Terms and Conditions

Original Loan Amount as of the Closing Date	$	13,000,000.00
Loan Amount	$	13,000,000.00
Loan Term		20
Combined Interest & Fee Rate		3.200%
Total # of Payment Periods within Loan Term		40

** Combined Interest and Fee Rate (CIFR) allocation: Fee = 1.5% (150 basis points); Interest = CIFR minus Fee.*

Principal Repayments

Period Principal Repayments Begin	2
First Principal Repayment Date	07/01/22
Final Principal Repayment Date	07/01/41

Combined Interest and Fee Payment Dates

First Combined Interest and Fee Payment Date*	01/01/22
Final Combined Interest and Fee Payment Date	07/01/41

* *Actual initial Combined Interest and Fee payment calculated only on dollar amount drawn against loan as of initial payment date*

Debt Service Reserve Fund Requirements

Total Reserve Amount	None
Annual Amount	None
Reserve Funded by (Date)	Not Applicable

Repair and Replacement Fund Requirement

Begin Funding on (Date)	Not Applicable
Annual Amount	None
Semi-Annual Deposit	None

Annual Payment

Years 1 through 5	$	890,041.38
Years 6 through 10	$	890,041.38
Years 11 through 15	$	890,041.38
Years 16 through 20	$	890,041.38

Section 2: Loan Repayment Schedule
City of Buckeye
30-Aug-21

Year	Period	Semi-Annual Payment Dates	Combined Interest and Fee Rate	Semi-Annual Combined Interest and Fee Payment	Annual Principal Repayment	Total Annual Payment
1	1	01/01/22	3.200%	104,000.00		
1	2	07/01/22	3.200%	208,000.00	474,041.38	786,041.38
2	3	01/01/23	3.200%	200,415.34		
2	4	07/01/23	3.200%	200,415.34	489,210.70	890,041.38
3	5	01/01/24	3.200%	192,587.97		
3	6	07/01/24	3.200%	192,587.97	504,865.44	890,041.38
4	7	01/01/25	3.200%	184,510.12		
4	8	07/01/25	3.200%	184,510.12	521,021.14	890,041.38
5	9	01/01/26	3.200%	176,173.78		
5	10	07/01/26	3.200%	176,173.78	537,693.82	890,041.38
6	11	01/01/27	3.200%	167,570.68		
6	12	07/01/27	3.200%	167,570.68	554,900.02	890,041.38
7	13	01/01/28	3.200%	158,692.28		
7	14	07/01/28	3.200%	158,692.28	572,656.82	890,041.38
8	15	01/01/29	3.200%	149,529.77		
8	16	07/01/29	3.200%	149,529.77	590,981.84	890,041.38
9	17	01/01/30	3.200%	140,074.07		
9	18	07/01/30	3.200%	140,074.07	609,893.24	890,041.38
10	19	01/01/31	3.200%	130,315.77		
10	20	07/01/31	3.200%	130,315.77	629,409.84	890,041.38
11	21	01/01/32	3.200%	120,245.21		
11	22	07/01/32	3.200%	120,245.21	649,550.96	890,041.38
12	23	01/01/33	3.200%	109,852.40		
12	24	07/01/33	3.200%	109,852.40	670,336.58	890,041.38
13	25	01/01/34	3.200%	99,127.01		
13	26	07/01/34	3.200%	99,127.01	691,787.36	890,041.38
14	27	01/01/35	3.200%	88,058.41		
14	28	07/01/35	3.200%	88,058.41	713,924.56	890,041.38
15	29	01/01/36	3.200%	76,635.62		
15	30	07/01/36	3.200%	76,635.62	736,770.14	890,041.38
16	31	01/01/37	3.200%	64,847.30		
16	32	07/01/37	3.200%	64,847.30	760,346.78	890,041.38
17	33	01/01/38	3.200%	52,681.75		
17	34	07/01/38	3.200%	52,681.75	784,677.88	890,041.38
18	35	01/01/39	3.200%	40,126.91		
18	36	07/01/39	3.200%	40,126.91	809,787.56	890,041.38
19	37	01/01/40	3.200%	27,170.30		
19	38	07/01/40	3.200%	27,170.30	835,700.78	890,041.38
20	39	01/01/41	3.200%	13,799.09		
20	40	07/01/41	3.200%	13,799.09	862,443.16	890,041.34
				4,696,827.56	13,000,000.00	17,696,827.56

Exhibit B

Technical Terms and Conditions

Section 1
Budget

Uses by Budget Item	**Amount Budgeted**
Planning……..	$0.00
Design & Engineering…….	$698,125.00
Legal/Debt Authorization……	$0.00
Financial Advisor……	$0.00
Land/System Acquisition……	$0.00
Equipment/Materials……...	$0.00
Construction/Installation/Improvement……...	$12,301,875.00
Inspection & Construction Management…….	$0.00
Project Officer…….	$0.00
Administration…….	$0.00
Staff Training……..	$0.00
Capitalized Interest……..	$0.00
Refinance Loan……..	$0.00
Other……	$0.00
Total Budget……...	$13,000,000.00

Section 2
Project Description

The loan will fund the City of Buckeye design and construction upgrades to their Sundance Water Reclamation Facility. This project will include upgrades and repairs to the two SBRs, rehabilitation of an anoxic basin, the addition of a new tertiary filter, and an upgrade to the headworks and solids handling system.

Section 3
Estimated Observation and Disbursement Schedule

Observation Schedule B:

Observation 1: Upon borrower notification of construction commencement

Additional Observations: at least one site observation within each 12 month period

Final Observation: 80% construction budget disbursement

Additional Observations – A WIFA representative may perform additional observations based on information provided in the projects status reports included in each Local Borrower disbursement requisition form.

Withholding Percentage: 10% (released after deliverables received)

Section 4
Requirements Prior To Construction

Section 4.1 **Construction Bids.** The Local Borrower shall submit to the Authority for review and approval prior to execution:

(a) engineering contracts related to the Project,

(b) bid documents related to the Project,

(c) construction contracts related to the Project, and

(d) certification of positive effort for disadvantaged business enterprise participation.

Section 4.2 **User Charges**. The Local Borrower has established (or, if the System is not yet in operation, the Local Borrower will, at or before the time the System commences operation, establish) a system of user charges which, with other funds lawfully available, will at all times be sufficient to pay the costs of operation and maintenance of the System, including renewals and replacements of the System. The Local Borrower also agrees that such system of user charges will be established and maintained in compliance with any applicable requirements of state and federal law as long as the Local Borrower owes amounts under this Loan Agreement. The Local Borrower at its sole option may pay the costs of operation, maintenance, repair, replacement, extensions and additions to the System from any funds lawfully available to it for such purpose.

Section 4.3 **Interest in Project Site**. As a condition of the Loan, the Local Borrower will demonstrate to the satisfaction of the Authority that the Local Borrower has or will have a fee simple or such other estate or interest in the site of the Project, including necessary easements and rights-of-way, as the Authority finds sufficient to assure undisturbed use and possession for the purpose of construction and operation of the Project for the estimated life of the Project.

Section 4.4 **Federal Clean Water Act**. The Local Borrower covenants that, to the extent legally applicable, the Project will meet the requirements of the Federal Clean Water Act in effect on the date of Loan Closing and any amendments thereto that may retroactively apply to the Loan, and the Local Borrower agrees that the Project will comply with applicable provisions of those federal laws and authorities listed in Article 9 of the Standard Terms and Conditions.

Section 4.5 **Federal Safe Drinking Water Act**. The Local Borrower covenants that, to the extent legally applicable, the Project will meet the requirements of the Federal Safe Drinking Water Act in effect on the date of Loan Closing and any amendments thereto that may retroactively apply to the Loan, and the Local Borrower agrees that the Project will comply with applicable provisions of those federal laws and authorities listed in Article 9 of the Standard Terms and Conditions.

Section 4.6 **Signs**. The Local Borrower shall erect a construction sign displaying information on the Project and the funding sources. The Authority shall provide specifications for such construction signs.

Section 5
Requirements During Construction

Section 5.1 **Changes in Project Scope.** The Local Borrower shall submit to the Authority, for review and approval prior to execution, any change to the plans and specifications, construction contracts, Eligible Project Costs, or any other change which will effect the performance standards or purpose of the Project.

Section 5.2 **Completion of Project and Provision of Moneys Therefor**. The Local Borrower covenants and agrees (a) to exercise its best efforts in accordance with prudent utility construction practice to complete the Project and (b) to the extent permitted by law, to provide from its own fiscal resources all moneys, in excess of the total amount of loan proceeds it receives hereunder and under any subsequent loan from the Authority, required to complete the Project.

Section 5.3 **Inspections; Information**. The Local Borrower shall permit the Authority and any party designated by the Authority to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the Authority may reasonably require in connection therewith.

Section 5.4 **Adjustments for Ineligible Costs**. The Local Borrower shall promptly reimburse the Authority for any portion of the Loan which is determined to have been used for costs that are not eligible for funding under the Authority Act, the Federal Clean Water Act, as amended, or the Federal Safe Drinking Water Act, as amended, unless such matter is curable in some other manner by the Local Borrower to the satisfaction of the Authority. Such reimbursement shall be promptly repaid to the Authority upon written request of the Authority. Any such reimbursed principal amount will be applied to reduce the outstanding principal amount of the Loan.

Section 5.5 **Archaeological Artifacts**. In the event that archaeological artifacts or historical resources are discovered during construction excavation of the Project, the Local Borrower shall

stop or cause to be stopped construction activities and will notify the State Historic Preservation Office and the Authority of such discovery.

Section 6
Requirements Prior To Final Disbursements

Section 6.1 **Plan of Operation**. After construction is 50% complete and prior to the release of the withholding, the Local Borrower will submit to the Authority a plan of operation which provides a concise, sequential description of an implementation schedule for those activities necessary to assure efficient and reliable start-up and continual operation of the Project.

Section 6.2 **Final Approval**. Prior to the release of the withholding, the Local Borrower will submit to the Authority (a) as-built drawings by a professional engineer that document all changes from the original plans and specifications (b) copies of all testing results performed by or under the supervision of a professional engineer as required by the specifications, and (c) Arizona Department of Environmental Quality (ADEQ) approval of construction or an engineer's Certificate of Completion certifying that all construction was completed in accordance with the plans and specifications or that any changes made are in conformance with the Arizona Revised Statutes, ADEQ and Environmental Protection Agency rules, permits and guidelines and are documented in the as-built drawings. Based on a review of the information submitted, the Authority reserves the right, prior to the release of the withholding, to request modifications to the Project, the system, or the materials submitted pursuant to this section.

Exhibit C

Reporting Requirements

Section 1. **Annual Loan Review**. The Authority's Annual Loan Review Form and annual financial statements in a format approved by the Authority, including the report of any annual audit(s) and all audit reports required by governmental auditing standards and any applicable Arizona rules, shall be provided by the Local Borrower to the Authority within one-hundred and eighty (180) days after the end of each fiscal year of the Local Borrower. The Local Borrower shall complete all audits and submit all reports required by the federal Single Audit Act within the time limits under that federal law, currently within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the federal agency that provided the funding or a different period is specified in a program-specific audit guide.

Section 2. **Records and Accounts**. The Local Borrower shall keep accurate records and accounts for the System, including records and accounts for the Project (the "*System Records*"), separate and distinct from its other records and accounts (the "*General Records*"). The Local Borrower must maintain the System Records in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets, as issued by the Governmental Accounting Standards Board (GASB) or by the Financial Accounting Standards Board (FASB), as applicable to the Local Borrower. If required by law, the Local Borrower must have the System Records audited annually by an independent accountant, which audit may be part of the annual audit of the General Records of the Local Borrower. The Local Borrower must make all System Records and General Records available for inspection by the Authority at any reasonable time.

Section 3. **Notice of Change In Key Personnel**. Promptly after becoming aware thereof, the Local Borrower shall provide notice in writing to the Authority of any change to the information in Section 1 of the Loan Agreement and any other change in key personnel connected to the Project and Loan.

Section 4. **Notice of Material Adverse Change**. The Local Borrower shall promptly notify the Authority of any material adverse change in the activities, prospects or condition (financial or otherwise), of the Local Borrower relating to the System, or in the ability of the Local Borrower to make all Loan Repayments from the Source of Repayment described in this Loan Agreement and otherwise to observe and perform its duties, covenants, obligations and agreements hereunder.

Section 5. **Disadvantaged Business Enterprise (DBE) Program.** The Local Borrower must report DBE participation to the Authority based on guidance from the Authority.

Section 6. **Notice of Default**. Promptly after becoming aware thereof, Local Borrower shall give notice to the Authority of (i) the occurrence of any Event of Default under the Loan Agreement or (ii) the occurrence of any breach, default, Event of Default, or event which with the giving of notice or lapse of time, or both, could become a material breach, default, or Event of Default (a "Future Breach") under any agreement, indenture, mortgage, or other instrument

(other than the Loan Agreement) to which the Local Borrower is a party or by which it or any of its property is bound or affected. Local Borrower shall provide written notice to the Authority if the effect of such breach, default, Event of Default or Future Breach is to accelerate, or to permit the acceleration of, the maturity of any indebtedness under such agreement, indenture, mortgage, or other instrument; provided, however, that the failure of the Local Borrower to give such notice shall not affect the right and power of the Authority to exercise any and all of the remedies specified herein.

Section 7. **Notice of Construction Commencement**. The Local Borrower shall promptly notify the Authority immediately upon commencement of construction activities.

Section 8. **Notice of Non-Environmental Litigation**. Promptly after the commencement or overt threat thereof, Local Borrower shall provide the Authority with written notice of the commencement of all actions, suits, or proceedings before any court, arbitrator, or governmental department, commission, board, bureau, agency, or instrumentality affecting Local Borrower which, if adversely determined, could have a material adverse effect on the condition (financial or otherwise), operations, properties, or business of Local Borrower, or on the ability of Local Borrower to perform its obligations under the Loan Agreement.

Section 9. **Notice of Environmental Litigation**. Without limiting the provisions of Section 8 above, promptly after receipt thereof, Local Borrower shall provide the Authority with written notice of the receipt of all pleadings, orders, complaints, indictments, or other communication alleging a condition that may require Local Borrower to undertake or to contribute to a cleanup or other response under laws relating to environmental protection, or which seek penalties, damages, injunctive relief, or criminal sanctions related to alleged violations of such laws, or which claim personal injury to any person or property damage as a result of environmental factors or conditions or which, if adversely determined, could have a material adverse effect on the condition (financial or otherwise), operations, properties, or business of Local Borrower, or on the ability of Local Borrower to perform its obligations under the Loan Agreement.

Section 10. **Regulatory and Other Notices**. Promptly after receipt or submission thereof, Local Borrower shall provide the Authority with copies of any notices or other communications received from or directed to any governmental authority with respect to any matter or proceeding which could have a material adverse effect on the condition (financial or otherwise), operations, properties, or business of Local Borrower, or the ability of Local Borrower to perform its obligations under the Loan Agreement, or which reveals a substantial non compliance with any applicable law, regulation or rule.

Section 11. **Other Information**. The Local Borrower shall submit to the Authority other information regarding the condition (financial or otherwise), or operation of the Local Borrower as the Authority may, from time to time, reasonably request.

Section 12. **Additional Reporting Requirements.** The Local Borrower shall submit the following information:

Exhibit D Source of Repayment: System Revenues

Section 1 Certain Definitions

As used in this Loan Agreement, the following terms shall have the meanings set forth below unless the context clearly requires otherwise:

"Additional Parity Obligations" shall mean any additional obligations having a lien payable from Net Revenues of the System on a parity with the Loan Agreement which may hereafter be issued by the Local Borrower (or any financing conduit acting on behalf of the Local Borrower) in compliance with the terms in Section 3.

"Administrative Expenses" shall mean the reasonable cost or value of all services rendered by the Local Borrower and its various departments with respect to the System.

"Fund" shall mean the fund or funds into which the Local Borrower shall deposit the Revenues of the System.

"Net Revenues" shall mean that portion of the Revenues remaining after deducting sufficient funds for the Operation and Maintenance Expenses of the System.

"Operation and Maintenance Expenses" shall mean all costs reasonably incurred in connection with the operation, use and maintenance of the System, including (i) repairs necessary to keep the System in efficient and economical operating condition, (ii) the payments of premiums for insurance hereinafter required to be carried on the System, (iii) payments of reasonable Administrative Expenses and (iv) generally all expenses of the System except depreciation, interest expense related to the Loan Agreement, any Outstanding Parity Obligations, any Additional Parity Obligations, and interest expenses on any obligations subordinate to such obligations.

"Outstanding Parity Obligations" shall mean obligations issued and outstanding having a lien payable from Net Revenues of the System on a parity with the Loan Agreement.

"Revenues" shall mean and include all income, moneys and receipts to be received by the Local Borrower, directly or indirectly, from the ownership, use or operation of the System including any waste material or by-products of the System, and also including investment income.

Section 2 Source of Repayment and Rate Covenant Provisions

1. It is understood and agreed that all payments with respect to the Loan shall be made only from the Source of Repayment, which is hereby pledged to the payment of all amounts due under the Loan. The "Source of Repayment" is the Net Revenues of the System as hereinafter provided. The Net Revenues are hereby pledged by the Local Borrower to the payment of all amounts due under the Loan and the repayment of such amounts shall be secured by a lien on and pledge of the Net Revenues on parity with the pledge and lien granted by the Local Borrower for the payment and security of Outstanding Parity Obligations and Additional Parity

Obligations. The amounts due under this Loan Agreement and any Outstanding Parity Obligations and Additional Parity Obligations (any Additional Parity Obligations which shall be secured on a subordinate basis), shall be equally and ratably secured by said pledge and lien without one having priority over the other. The Local Borrower intends that this pledge shall be a prior and paramount lien on and a first pledge of the Net Revenues, as will be sufficient to make all payments on the Loan, and the Local Borrower covenants to make the payments under the Loan from the Net Revenues, except to the extent that it chooses to make such payments from other legally available funds at its sole option. In no event shall the Local Borrower be required to make the payments on the Loan from any revenues, receipts or sources not derived from the Net Revenues of the System.

2. The Local Borrower covenants and agrees that it will establish and maintain schedules of rates, fees and charges for all services supplied by the System which, after making reasonable allowance for contingencies and errors in estimates, shall produce Revenues in each fiscal year that are sufficient, (a) to pay the Operation and Maintenance Expenses of the System, (b) to produce an aggregate amount of Net Revenues equal the sum of (i) one hundred twenty percent (120%) of the aggregate of the debt service or comparable payments payable on the Loan, the Outstanding Parity Obligations, and any Additional Parity Obligations in such fiscal year, and (ii) one hundred percent (100%) of the aggregate of the debt service on comparable payments, separately payable and secured on a basis subordinate to the Loan by Net Revenues, and (c) to maintain all necessary fund balances required under the resolutions or agreements of the Local Borrower authorizing the Loan, the Outstanding Parity Obligations, and Additional Parity Obligations.

Section 3 Additional Parity Obligations

The Local Borrower covenants and agrees that no other obligations of any kind will be issued that are payable from or enjoy a pledge of the Net Revenues having priority over the Loan.

It is understood and agreed that Additional Parity Obligations having a lien upon and payable from the Net Revenues may be issued on parity with the Loan, but only as provided herein and only to provide funds to make improvements and expansions to the existing System, to purchase capacity rights in sewage treatment plant facilities owned by other political subdivisions of the State, to purchase capacity rights in water treatment plant facilities owned by other political subdivisions of the State, to acquire land, rights in land or water rights for the System, to provide reasonable reserves for Outstanding Parity Obligations and Additional Parity Obligations, to refund Outstanding Parity Obligations and Additional Parity Obligations or the Loan or to refund other bonds of the Local Borrower, if any, whether revenue bonds, general obligation bonds or other bonds or obligations, issued to provide funds to construct or acquire additions, extensions, improvements, expansions or replacements to the System, subject to the following conditions:

(a) The Local Borrower will not, at the time of the issuance of such Additional Parity Obligations, be in default under any Outstanding Parity Obligations, Additional Parity Obligations, the Loan or under any resolution related thereto or providing for the issuance of Additional Parity Obligations or any related credit or reserve fund credit instrument;

(b) The issuance of Additional Parity Obligations will be duly authorized at an election, if required by law, except as to any bonds or obligations to be issued exclusively for the purpose of refunding any Outstanding Parity Obligations and Additional Parity Obligations or the Loan;

(c) The issuance of Additional Parity Obligations will be provided for by a resolution duly adopted by the Local Borrower's governing body and such Additional Parity Obligations will mature and interest will be paid on the same days of the year as Outstanding Parity Obligations and Additional Parity Obligations; and

(d) The Reserve Requirement (as defined in Exhibit E), as computed for the amount of Additional Parity Obligations to be issued, shall be available in the Reserve Fund (as defined in Exhibit E) in one of the following ways: (i) Additional Parity Obligation proceeds shall be immediately deposited to the Reserve Fund, or a separate account as may be required, in an amount equal to the increased Reserve Requirement, if any, for the Additional Parity Obligations, or a Reserve Fund surety acceptable to the Authority shall be purchased in such amount; or (ii) Additional Parity Obligations, or any other revenues of the Local Borrower lawfully available to be used for such deposit, may be deposited to the Reserve Fund in equal monthly deposits such that the Reserve Requirement for such Additional Parity Obligations shall be satisfied not more than four years from the date of delivery of such Additional Parity Obligations; or (iii) any combination of (i) and (ii). The Reserve Fund may be divided into separate and discrete subaccounts each pledged to different Additional Parity Obligations provided that each Additional Parity Obligation Reserve Requirement is satisfied in one of the foregoing manners; and

(e) the aggregate amount of the Net Revenues of the System for the last full fiscal year immediately preceding the issuance of such Additional Parity Obligation, as shown in a certificate or report of an independent public accountant or firm of such accountants presented to the Authority, has been at least equal to the sum of the following: (i) not less than one hundred twenty percent (120%) of the highest year's debt service or comparable payments on all of the Outstanding Parity Obligations, the Loan, and the Additional Parity Obligations then to be issued, and (ii) not less than one hundred percent (100%) of the aggregate of amounts payable in such fiscal year and secured on a subordinate basis by such Net Revenues and (iii) not less than one hundred percent (100%) of any additional amounts required to maintain or fund necessary fund balances under the resolutions or agreements of the Local Borrower relating to the obligations described in (i).

For the purposes of the subparagraph (e), additional amounts may be added to the Net Revenues as shown on the accountant's certificate or report in the following circumstances:

(1) If the Revenues have been increased as a result of construction of additions or acquisitions to the System made prior to the issuance of such Additional Parity Obligations but during either the fiscal year in which the Additional Parity Obligations are to be issued or in the preceding fiscal year, such increased Revenues may be treated as if such additions to the System were completed on the first day of the fiscal year used for purposes of computation. The Revenues derived from such additions and acquisitions to the System may be converted for purposes of computation to estimated Net Revenues which would have been

derived therefrom if said additions and acquisitions had actually been completed on the first day of the year used for computation purposes, such estimates to be made by a professional firm experienced in estimating future revenues and expenses of water and sewer systems and having a recognized reputation for that work.

(2) If all or part of the proceeds of the Additional Parity Obligations are to be expended for the acquisition of existing water properties or facilities, there may be added to the Net Revenues of such preceding fiscal year the Net Revenues which would have been derived from the operation of such properties or facilities if such properties or facilities had been acquired and operated by the Local Borrower under the Local Borrower's applicable rate schedule during the entire preceding fiscal year, such Net Revenues to be estimated by a professional firm experienced in estimating future revenues and expenses of water and sewer systems and having a recognized reputation for that work.

(3) If prior to the issuance of the Additional Parity Obligations and subsequent to the first day of such preceding fiscal year, the Local Borrower shall have increased its rates or charges imposed for water services, there may be added to the Net Revenues of such fiscal year the additional Net Revenues which would have been received from the operation of the System during such fiscal year had such increase been in effect throughout such fiscal year, such additional Net Revenues to be estimated by a professional firm experienced in estimating future revenues and expenses of water and sewer systems and having a recognized reputation for that work.

For purposes of calculations under this subparagraph (e), if Additional Parity Obligations are to be issued exclusively for the purpose of refunding or retiring a portion of Outstanding Parity Obligations or this Loan, for the purpose of the calculation required under this subparagraph (e), the percentage requirement on such obligations will be taken into consideration only in any future fiscal year in which any fractional part of such obligations will remain outstanding after the issuance of such Additional Parity Obligations; provided that nothing herein contained shall be construed to limit or restrict the issuance of any Additional Parity Obligations if, before or as a result of the issuance and delivery of such Additional Parity Obligations, any other obligations theretofore issued will no longer be outstanding, or full payment for any such obligations will be provided for by funds from the bond or obligation proceeds.

Exhibit E Debt Service Reserve Requirement

No Debt Service Reserve Required

The Local Borrower shall not be required to either (i) provide a Reserve Fund Surety or (ii) fund a Reserve Fund in cash in connection with this Agreement.

Exhibit F Replacement Reserve Requirements

No Replacement Reserve Required

The Local Borrower shall not be required to maintain a Replacement Reserve in connection with the Loan.

Exhibit G Form of Opinion of Local Borrower Counsel

Enter Date of Opinion

Water Infrastructure Finance Authority of Arizona
Phoenix, Arizona

Ladies and Gentlemen:

I am an attorney admitted to practice in the State of Arizona and I have acted as counsel to the City of Buckeye (the "*Local Borrower*"), which has entered into a Loan Agreement (as hereinafter defined) with the Water Infrastructure Finance Authority of Arizona (the "*Authority*"), and have acted as such in connection with the authorization, execution and delivery by the Local Borrower of the Loan Agreement (as hereinafter defined). Terms used and not otherwise defined herein have the meanings given to them in the Loan Agreement.

In so acting I have examined the Constitution and laws of the State of Arizona. I have also examined originals, or copies certified or otherwise identified to my satisfaction, of the following:

(a) the Loan Agreement, dated as of **TBD** (the "*Loan Agreement*") by and between the Authority and the Local Borrower; and

(b) proceedings of the governing board of the Local Borrower relating to the approval of the Loan Agreement and the Local Borrower Bond and the execution, issuance and delivery thereof on behalf of the Local Borrower, and the authorization of the undertaking and completion of the Project, including the proceedings relating to the election held on Enter Election Date on the question of authorizing the Local Borrower to enter into loan agreements with the Authority and/or issue the Local Borrower Bond, of which there is authorized but unissued capacity at least equal to the principal amount of the Loan.

I have also examined and relied upon originals, or copies certified or otherwise authenticated to my satisfaction, of such other records, documents, certificates and other instruments, and made such investigation of law as in my judgment I have deemed necessary or appropriate to enable me to render the opinions expressed below.

Based upon the foregoing, I am of the opinion that:

1. The Local Borrower is a political subdivison of the State of Arizona with the legal right to carry on the business of the System as currently being conducted and as proposed to be conducted.

2. The Local Borrower has full legal right and authority to pledge the Source of Repayment for the Loan Repayments and to execute and deliver the Loan Agreement, and to observe and perform its duties, covenants, obligations and agreements thereunder and to undertake and complete the Project; subject, however, to the effect of restrictions and limitations imposed by or

resulting from, bankruptcy, insolvency, moratorium, reorganization, debt adjustment or other similar laws affecting creditors rights generally ("*Creditor's Rights Limitations*") heretofore or hereafter enacted.

3. The Local Borrower has duly and validly pledged the Source of Repayment for the punctual payment of the principal of and interest on the Loan and all other amounts due under the Loan Agreement and the Local Borrower Bond according to their respective terms.

4. All additional debt tests and reserve and other requirements applicable to the Local Borrower with respect to the pledge of the Source of Repayment have been satisfied.

5. The authorizing proceedings of the Local Borrower's governing body approving the Loan Agreement and authorizing its execution, issuance and delivery on behalf of the Local Borrower, and authorizing the Local Borrower to undertake and complete the Project (hereinafter collectively called the "*Authorizing Resolutions*") have been duly and lawfully adopted and authorized in accordance with applicable Arizona law, at a meeting or meetings which were duly called pursuant to necessary public notice and held in accordance with applicable Arizona law, and at which quorums were present and acting throughout.

6. The Loan Agreement has been duly authorized, executed and delivered by the authorized officers of the Local Borrower; and, assuming that the Authority has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed and delivered the Loan Agreement, the Loan Agreement constitutes the legal, valid and binding obligation of the Local Borrower enforceable in accordance with its terms; subject, however, to the effect of and to restrictions and limitations imposed by or resulting from Creditor's Rights Limitations or other laws, judicial decisions and principles of equity relating to the enforcement of contractual obligations generally.

7. To the best of my knowledge, after such investigation as I have deemed appropriate, the authorization, execution and delivery of the Loan Agreement by the Local Borrower, the observance and performance by the Local Borrower of its duties, covenants, obligations and agreements thereunder and the consummation of the transactions contemplated therein and the undertaking and completion of the Project do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or governmental or administrative agency, authority or person having jurisdiction over the Local Borrower or its property or assets or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond resolution, trust agreement, indenture, mortgage, deed of trust or other agreement to which the Local Borrower is a party or by which it, the System or its property or assets is bound.

8. To the best of my knowledge, after such investigation as I have deemed appropriate, all approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of the Local Borrower in connection with the authorization, execution, delivery and performance of the Loan Agreement, and the undertaking and completion of the Project have been obtained or made.

9. To the best of my knowledge, after such investigation as I have deemed appropriate, there is no litigation or other proceeding pending or threatened in any Court or other tribunal of competent jurisdiction (either State or Federal) questioning the creation, organization or existence of the Local Borrower or the validity, legality or enforceability of the Loan Agreement, or the undertaking or completion of the Project.

This opinion is rendered on the basis of Federal law and the laws of the State of Arizona as enacted and construed on the date hereof. I express no opinion as to any matter not set forth in the numbered paragraphs herein.

Very truly yours,

Exhibit H Form of Tax Compliance Certificate of Local Borrower

Water Infrastructure Finance Authority of Arizona

$13,000,000.00 Loan to City of Buckeye

The Water Infrastructure Finance Authority of Arizona (the "Authority") and City of Buckeye (the "Local Borrower") are entering into a Loan Agreement (the "Loan Agreement") in the maximum principal amount stated above pursuant to which the Authority will make a loan (the "Loan") to the Local Borrower. In connection with its state revolving fund programs, the Authority issues its bonds ("Authority Bonds") from time to time to finance loans and the Authority also pledges certain loans to secure and to serve as the source of payment for the Authority Bonds. As a result, and under the provisions of federal tax law applicable to the Authority Bonds, it is in the Authority's interest for the Loan to qualify and be a Tax-Exempt Obligation that is not an AMT Obligation. Therefore, in order to establish certain facts necessary for the Loan to qualify and be treated as a Tax-Exempt Obligation that is not an AMT Obligation, and as required by the provisions of the Loan Agreement, the Local Borrower by its officer signing this Tax Compliance Certificate of Local Borrower (this "Certificate"), certifies, represents, and covenants as follows with respect to the Loan. All statements in this Certificate are of facts or, as to events to occur in the future, reasonable expectations.

I. DEFINITIONS

1.10. Attachment A. The definitions and cross-references set forth in Attachment A apply to this Certificate and its Attachments. All terms relating to a particular issue, such as Sale Proceeds, relate to the Loan, unless indicated otherwise. (For example, "Sale Proceeds" refers to Sale Proceeds of the Loan, unless indicated otherwise.)

1.20. Special Definitions. Terms used herein, to the extent not defined in Attachment A or below, have the same meaning as defined in the Loan Agreement. In addition, the following definitions apply to this Certificate and its Attachments:

"Instructions" means the Rebate Instructions attached hereto as Attachment A-1.

"Issue" means the Loan.

"Issuer" means the Local Borrower.

"Project" means the financing of a portion of the costs of acquisition, construction and improvement of facilities to be financed by the Loan and includes Issuance Costs and interest on the Loan for up to three years from the Issuance Date or, if later, one year after the date the Project is placed in service, all of which are governmental purposes for purposes of the Code.

"Reserve Fund" is defined in 3.40(a).

1.30. References. Reference to a Section means a section of the Code. Reference by number only (for example, "2.10") means that numbered paragraph of this Certificate. Reference to an Attachment means an attachment to this Certificate.

II. ISSUE DATA

2.10. Issuer. The Issuer is a Governmental Unit.

2.20. Purpose of Issue. The Issue is being issued to provide funds to pay costs of the Project.

2.30. Dates. The Sale Date of the Issue is the date on which the Loan Agreement is executed and delivered by the Authority and the Local Borrower, and the Issuance Date of the Issue is the first date on which the aggregate draws under the Loan exceed the lesser of $50,000 or 5% of the principal amount of the Loan.

2.40. Issue Price. The Issue Price of the Issue is the principal amount actually advanced by the Authority to the Issuer as the Loan.

2.50. Sale Proceeds, Net Proceeds, and Net Sale Proceeds. The amount of Sale Proceeds equals the Issue Price. The amount of Net Proceeds equals the Issue Price minus the amount of Proceeds (if any) deposited in the Reserve Fund (if any). The amount of Net Sale Proceeds equals the amount of Net Proceeds minus the Minor Portion.

2.60. Disposition of Sale Proceeds. There will be no Pre-Issuance Accrued Interest with respect to the Issue. The Sale Proceeds will be used to pay costs of the Project and, if applicable, to fund the Reserve Fund (if any).

2.70. Higher Yielding Investments. Gross Proceeds will not be invested in Higher Yielding Investments except for (A) the Minor Portion to the extent provided in 3.80, (B) those Gross Proceeds identified in 3.10, 3.20, and 3.30, but only during the applicable Temporary Periods there described for those Gross Proceeds, and (C) Gross Proceeds held in the Reserve Fund (if any) to the extent set forth in 3.40(a).

2.80. Single Issue. No other obligations have been or will be sold less than 15 days before or after the Sale Date pursuant to the same plan of financing with the Issue that are expected to be paid from substantially the same source of funds as the Issue, determined without regard to guarantees from a person who is not a Related Party to the Issuer. Accordingly, no obligations other than those of the Issue are a part of a single issue with the Issue.

III. ARBITRAGE (NONREBATE) MATTERS

3.10. Use of Net Sale Proceeds and Pre-Issuance Accrued Interest; Temporary Periods.

(A) Pre-Issuance Accrued Interest. There will be no Pre-Issuance Accrued Interest with respect to the Issue.

(B) Payment of Costs of the Project.

(1) All of the Net Sale Proceeds will be used to pay costs of the Project. Such Sale Proceeds may be used to acquire or hold Higher Yielding Investments for a period ending on the third anniversary of the Issuance Date (such period being the Temporary Period for such amount) because the following three tests are reasonably expected to be satisfied:

(i) At least 85% of the Net Sale Proceeds will be allocated to expenditures on the Project by the end of the Temporary Period;

(ii) Within 6 months of the Issuance Date, the Issuer will incur substantial binding obligations to third parties to expend at least 5% of the Net Sale Proceeds on the Project; and

(iii) Completion of the Project and allocation of the Net Sale Proceeds to expenditures will proceed with due diligence.

Any Sale Proceeds that remain unspent on the third anniversary of the Issuance Date, which is the expiration date of the Temporary Period for such Proceeds, shall not be invested in Higher Yielding Investments with respect to the Issue after that date except as part of the Minor Portion. In complying with the foregoing sentence, the Issuer may take into account "yield reduction payments" (within the meaning of Regulations §1.148-5(c)) paid to the United States.

(2) Any Reimbursement Allocation will qualify as a Reimbursement of Prior Capital Expenditures and will be made by an entry in the financial records of the Issuer kept with respect to the Issue showing that Sale Proceeds of the Issue have been returned to the fund or account of the Issuer from which such amount was originally and temporarily advanced to finance Capital Expenditures paid before this date by not more than (A) 18 months after the later of the date such Capital Expenditures were paid or the date on which the property resulting from such Capital Expenditures and comprising part of the Project was placed in service or (B) three years after the original expenditures were paid.

3.20. Investment Proceeds. Any Investment Proceeds will be used to pay costs of the Project and may be invested in Higher Yielding Investments during the Temporary Period identified in 3.10(B)(1) or, if longer, one year from the date of receipt, such period being the Temporary Period for such Proceeds.

3.30. Payment Fund. Amounts deposited from time to time in the fund of the Issuer from which payments will be made on the Issue, which is a Bona Fide Debt Service Fund, will be used to pay Debt Service on the Issue within 13 months after the amounts are so deposited, such period being the Temporary Period for such amounts.

3.40. Reserve Funds.

(A) Debt Service Reserve Fund. The Loan Agreement does not require the funding of a replacement reserve fund ("Reserve Fund").

(B) Replacement Reserve Fund. The Loan Agreement does not require the funding of a replacement reserve fund ("Replacement Reserve Fund").

3.50. No Other Replacement Fund or Assured Available Funds. Except as described in 3.30 and, if and to the extent applicable, 3.40(A), , the Issuer has not established and does not expect to establish or use any sinking fund, debt service fund, redemption fund, reserve or replacement fund, or similar fund, or any other fund to pay Debt Service on the Issue. Except for money referred to in 3.30 and Proceeds of a Refunding Issue, if any, no other money or Investment Property is or will be pledged as collateral or used for the payment of Debt Service on the Issue (or for the reimbursement of any others who may provide money to pay that Debt Service), or is or will be restricted, dedicated, encumbered, or set aside in any way as to afford the holders of the Issue reasonable assurance of the availability of such money or Investment Property to pay Debt Service on the Issue.

3.60. No Overissuance. The Proceeds of the Issue are not reasonably expected to exceed the amount needed for the governmental purposes of the Issue as set forth in 2.20.

3.70. Other Uses of Proceeds Negated. Except as stated otherwise in this Certificate, none of the Proceeds of the Issue will be used:

(A) to pay principal of or interest on, refund, renew, roll over, retire, or replace any other obligations issued by or on behalf of the Issuer or any other Governmental Unit,

(B) to replace any Proceeds of another issue that were not expended on the project for which such other issue was issued,

(C) to replace any money that was or will be used directly or indirectly to acquire Higher Yielding Investments,

(D) to make a loan to any person or other Governmental Unit,

(E) to pay any Working Capital Expenditure other than expenditures identified in Regulations §1.148-6(d)(3)(ii)(A) and (B) (i.e., Issuance Costs of the Issue, Qualified Administrative Costs, reasonable charges for a Qualified Guarantee or for a Qualified Hedge, interest on the Issue for a period commencing on the Issuance Date of the Issue and ending on the date that is the later of three years from such Issuance Date or one year after the date on which the project financed or refinanced by the Issue was or will be placed in service, payments of the Rebate Amount, and costs, other than those already described, that do not exceed 5% of the Sale Proceeds and that are directly related to Capital Expenditures financed or deemed financed by the Issue, principal or interest on an issue paid from unexpected excess Sale Proceeds or Investment Proceeds, and principal or interest on an issue paid from investment earnings on a reserve or replacement fund that are deposited in a Bona Fide Debt Service Fund), or

(F) to reimburse any expenditures made prior to the Issuance Date except those that qualify as a Reimbursement of Prior Capital Expenditures.

No portion of the Issue is being issued solely for the purpose of investing Proceeds in Higher Yielding Investments.

3.80. Minor Portion. The Minor Portion is equal to the lesser of 5% of the Sale Proceeds of the Issue and $100,000. Such Minor Portion may be invested in Higher Yielding Investments with respect to the Issue.

3.90. No Other Replacement Proceeds. That portion of the Issue that is to be used to finance Capital Expenditures has a weighted average maturity that does not exceed 120% of the weighted average reasonably expected economic life of the property resulting from such Capital Expenditures.

IV. REBATE MATTERS

4.10. Issuer Obligation Regarding Rebate. Consistently with its covenants contained in the Loan Agreement, the Issuer will calculate and make, or cause to be calculated and made, payments of the Rebate Amount in the amounts and at the times and in the manner provided in Section 148(f) with respect to Gross Proceeds to the extent not exempted under Section 148(f)(4) and the Instructions.

4.20. No Avoidance of Rebate Amount. No amounts that are required to be paid to the United States will be used to make any payment to a party other than the United States through a transaction or a series of transactions that reduces the amount earned on any Investment Property or that results in a smaller profit or a larger loss on any Investment Property than would have resulted in an arm's length transaction in which the Yield on the Issue was not relevant to either party to the transaction.

4.30. Exceptions.

(A) Small Issuer Exception. Intentionally left blank.

(B) General Exception. Notwithstanding the foregoing, the computations and payments of amounts to the United States referred to in IV need not be made to the extent that the Issuer will not thereby fail to comply with any requirements of Section 148(f) and the Instructions based on an opinion of bond counsel.

4.40. Election. The Issue is a Construction Issue. The Issuer hereby elects to apply the 2-year spending exception to the rebate requirements on the basis of actual facts instead of the Issuer's reasonable expectations.

V. OTHER TAX MATTERS

5.10. Not Private Activity Bonds or Pool Bonds. No obligation of the Issue will be a Private Activity Bond or a pooled financing bond (within the meaning of Section 149(f)), based on the following:

(A) Not more than 5% of the Proceeds, if any, directly or indirectly, will be used for a Private Business Use and not more than 5%, if any, of the Debt Service on the Issue, directly or indirectly, will be secured by any interest in property used or to be used for a Private Business Use or payments in respect of such property, or will be derived from payments (whether or not to the Issuer) in respect of property, or borrowed money, used or to be used for a Private Business Use.

(B) Less than 5% of the Proceeds, if any, will be used to make or finance loans to any Private Person or Governmental Unit other than the Issuer.

(C) None of the Proceeds will be used with respect to an "output facility" (other than a facility for the furnishing of water) within the meaning of Section 141(b)(4).

(D) The Issuer does not expect to sell or otherwise dispose of the Project or any portion thereof during the term of the Issue except for dispositions of property in the normal course at the end of such property's useful life to the Issuer. With respect to tangible personal property, if any, that is part of the Project, the Issuer reasonably expects that:

(1) Dispositions of such tangible personal property, if any, will be in the ordinary course of an established governmental program;

(2) The weighted average maturity of the obligations of the Issue financing such property (treating the obligations of the Issue properly allocable to such personal property as a separate issue for this purpose) will not be greater than 120% of the reasonably expected actual use of such property for governmental purposes;

(3) The fair market value of such property on the date of disposition will not be greater than 25% of its cost;

(4) The property will no longer be suitable for its governmental purposes on the date of disposition; and

(5) The amounts received from any disposition of such property are required to be, and will be, commingled with substantial tax or other governmental revenues and will be spent on governmental programs within 6 months from the date of such deposit and commingling.

5.20. Issue Not Federally Guaranteed. The Issue is not Federally Guaranteed.

5.30. Not Hedge Bonds. At least 85% of the Spendable Proceeds will be used to carry out the governmental purposes of the Issue within three years from the Issuance Date. Not more than 50%, if any, of the Proceeds will be invested in Nonpurpose Investments having a substantially guaranteed Yield for four years or more (including but not limited to any investment contract or fixed yield investment having a maturity of four years or more). The reasonable expectations stated above are not based on and do not take into account (A) any expectations or assumptions as to the occurrence of changes in market interest rates or changes of federal tax law or regulations or rulings thereunder or (B) any prepayments of items other than items that are customarily prepaid.

5.40. Hedge Contracts. The Issuer has not entered into, and does not reasonably expect to enter into, any Hedge with respect to the Issue, or any portion thereof. The Issuer acknowledges that entering into a Hedge with respect to the Issue, or any portion thereof, may change the Yield and that Bond Counsel should be contacted prior to entering into any Hedge with respect to the Issue in order to determine whether payments/receipts pursuant to the Hedge will be taken into account in computing the Yield.

5.50. Internal Revenue Service Information Return. Within the time and on the form prescribed by the Internal Revenue Service under Section 149(e), the Issuer will file with the Internal Revenue Service an Information Return setting forth the required information relating to the Issue. The information reported on that Information Return will be true, correct, and complete to the best of the knowledge and belief of the undersigned.

5.60. Responsibility of Officer.

(A) The officer signing this Certificate is one of the officers of the Issuer responsible for issuing the Issue.

(B) To the best of the knowledge, information, and belief of the undersigned, all expectations stated in this Certificate are the expectations of the Issuer and are reasonable, all facts stated are true, and there are no other existing facts, estimates, or circumstances that would or could materially change the statements made in this Certificate. The certifications and representations made in this Certificate are intended to be relied upon as certifications described in Regulations § 1.148-2(b). The Issuer acknowledges that any change in the facts or expectations from those set forth in this Certificate may result in different requirements or a change in status of the Issue or interest thereon under the Code, and that bond counsel should be contacted if such changes are to occur or have occurred.

[SIGNATURE PAGE FOLLOWS]

City of Buckeye

By:_____
Roger Klingler, City Manager

Attest:

By::_____
Lucinda Aja, City Clerk

List of Attachments

Attachment A -- Definitions for Tax Compliance Certificate

Attachment A-1 -- Rebate Instructions

Attachment A

Definitions for Tax Compliance Certificate of Local Borrower

The following terms, as used in this Attachment A and in the Tax Compliance Certificate to which it is attached and in the other Attachments to the Tax Compliance Certificate, have the following meanings unless therein otherwise defined or unless a different meaning is indicated by the context in which the term is used. Capitalized terms used within these definitions that are not defined in Attachment A have the meanings ascribed to them in the Tax Compliance Certificate to which this Attachment A is attached. The word "Issue," in lower case, refers either to the Issue or to another issue of obligations or portion thereof treated as a separate issue for the applicable purposes of Section 148, as the context requires. The word "obligation" or "obligations," in lower case, includes any obligation, whether in the form of bonds, notes, certificates, or any other obligation that is a "bond" within the meaning of Section 150(a)(1). All capitalized terms used in this Certificate include either the singular or the plural. All terms used in this Attachment A or in the Tax Compliance Certificate to which this Attachment A is attached, including terms specifically defined, shall be interpreted in a manner consistent with Sections 103 and 141-150 and the applicable Regulations thereunder except as otherwise specified. All references to Section, unless otherwise noted, refer to the Code.

"Advance Refunding Issue" means any Refunding Issue that is not a Current Refunding Issue.

"Advance Refunding Portion" means that portion of a Multipurpose Issue that constitutes a separate governmental purpose and that would be treated as an Advance Refunding Issue if it had been issued as a separate issue.

"AMT Obligation" means a Tax-Exempt Obligation the interest on which is an item of tax preference for purposes of the alternative minimum tax under the Code.

"Available Construction Proceeds" means an amount equal to (a) the sum of (i) the Issue Price of an issue, (ii) Investment Proceeds on that Issue Price, (iii) earnings on any reasonably required reserve or replacement fund allocable to the issue not funded from the Issue Price, and (iv) Investment Proceeds and earnings on (ii) and (iii), (b) reduced by the portions, if any, of the Issue Price of the issue (i) attributable to Pre-Issuance Accrued Interest and earnings thereon, (ii) allocable to the underwriter's discount, (iii) used to pay other Issuance Costs of the issue, and (iv) deposited in a reasonably required reserve or replacement fund allocable to the issue. "Available Construction Proceeds" does not include Investment Proceeds or earnings on a reasonably required reserve or replacement fund allocable to the issue for any period after the earlier of (a) the close of the 2-year period that begins on the Issuance Date or (b) the date the construction of the project financed by the issue is substantially completed, provided, however, that such Investment Proceeds or earnings shall be excluded from "Available Construction Proceeds" if the Issuer has timely elected such exclusion. If an issue is a Multipurpose Issue that includes a New Money Portion that is a Construction Issue, this definition shall be applied by substituting "New Money Portion" for "issue" each place the latter term appears. If an issue or the New Money Portion of a Multipurpose Issue, as applicable, is not a Construction Issue, and the Issuer makes the bifurcation election under Regulations

§1.148-7(j)(1) and Section 148(f)(4)(C)(v) to treat the issue or the New Money Portion as two separate issues consisting of the Construction Portion and the Nonconstruction Portion, this definition shall be applied by substituting "Construction Portion" for "issue" each place the latter term appears.

"Bona Fide Debt Service Fund" means a fund, including a portion of or an account in that fund (or in the case of a fund established for two or more issues, the portion of that fund properly allocable to an issue), or a combination of such funds, accounts or portions that is used primarily to achieve a proper matching of revenues with Debt Service on an issue within each Bond Year and that is depleted at least once each year except for a reasonable carryover amount not to exceed the greater of the earnings thereon for the immediately preceding Bond Year or one-twelfth of the annual Debt Service on the issue for the immediately preceding Bond Year.

"Bond Year" means the annual period relevant to the application of Section 148(f) to an issue, except that the first and last Bond Years may be less than 12 months long. The last day of a Bond Year shall be the close of business on the day preceding the anniversary of the Issuance Date of an issue unless the Issuer selects another date on which to end a Bond Year in the manner permitted by the Code.

"Capital Expenditures" means costs of a type that are properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of Placed in Service) under general federal income tax principles.

"Code" means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

"Commingled Fund" means any fund or account of the Issuer that contains both Gross Proceeds of an issue and amounts in excess of $25,000 that are not Gross Proceeds of the issue if the amounts in the fund or account are invested and accounted for collectively, without regard to the source of funds deposited in the fund or account.

"Commingled Investment Proceeds" means Investment Proceeds of an issue (other than Investment Proceeds held in a Refunding Escrow) that are deposited in a Commingled Fund with substantial tax or other revenues from governmental operations of the Issuer and that are reasonably expected to be spent for governmental purposes within 6 months from the date of deposit in the Commingled Fund, using any reasonable accounting assumptions.

"Conduit Borrower" means the obligor on a purpose investment.

"Conduit Financing Issue" means an issue the Proceeds of which are reasonably expected to be used to finance one or more Conduit Loans.

"Conduit Loan" means a purpose investment acquired by the Issuer with Proceeds of a Conduit Financing Issue, thereby effecting a loan to the Conduit Borrower.

"Construction Expenditures" means Capital Expenditures allocable to the cost of real property (including the construction or making of improvements to real property, but excluding acquisitions of interests in land or other existing real property) or constructed personal property within the meaning of Regulations §1.148-7(g).

"Construction Issue" means an issue at least 75% of the Available Construction Proceeds of which are to be used for Construction Expenditures with respect to property that is, or upon completion will be, owned by a Governmental Unit or a 501(c)(3) Organization. If an issue is a Multipurpose Issue that includes a New Money Portion, this definition shall be applied by substituting "New Money Portion" for "Construction Issue" each place the latter term appears. If an election under Section 148(f)(4)(C)(v) and Regulations §1.148-7(j) is made to bifurcate an issue or the New Money Portion of a Multipurpose Issue, this definition shall be applied by substituting "Construction Portion" for "Construction Issue" each place the latter term appears.

"Construction Portion" means that portion of an issue or the New Money Portion of a Multipurpose Issue at least 75% of the Available Construction Proceeds of which are to be used for Construction Expenditures with respect to property that is, or upon completion will be, owned by a Governmental Unit or a 501(c)(3) Organization and that finances 100% of the Construction Expenditures.

"Controlled Group" means a group of entities controlled directly or indirectly by the same entity or group of entities within the meaning of Regulations §1.150-1(e).

"Current Refunding Issue" means a Refunding Issue that is issued not more than 90 days before the last expenditure of any Proceeds of the Refunding Issue for the payment of Debt Service on the Refunded Bonds.

"Current Refunding Portion" means that portion of a Multipurpose Issue that constitutes a separate governmental purpose and that would be treated as a Current Refunding Issue if it had been issued as a separate issue.

"Debt Service" means principal of and interest and any redemption premium on an issue.

"Excess Gross Proceeds" means all Gross Proceeds of an Advance Refunding Issue that exceed an amount equal to 1% of the Sale Proceeds of such Advance Refunding Issue, other than Gross Proceeds allocable to: (a) payment of Debt Service on the Refunded Bonds; (b) payment of Pre-Issuance Accrued Interest on the Advance Refunding Issue and interest on the Advance Refunding Issue that accrues for a period up to the completion date of any capital project financed by the Prior Issue, plus one year; (c) a reasonably required reserve or replacement fund for the Advance Refunding Issue or Investment Proceeds of such fund; (d) payment of Issuance Costs of the Advance Refunding Issue; (e) payment of administrative costs allocable to repaying the

Refunded Bonds, carrying and repaying the Advance Refunding Issue, or investments of the Advance Refunding Issue; (f) Transferred Proceeds allocable to expenditures for the governmental purpose of the Prior Issue (treating for this purpose all unspent Proceeds of the Prior Issue properly allocable to the Refunded Bonds as of the Issuance Date of the Advance Refunding Issue as Transferred Proceeds); (g) interest on purpose investments; (h) Replacement Proceeds in a sinking fund for the Advance Refunding Issue; and (i) fees for a Qualified Guarantee for the Advance Refunding Issue or the Prior Issue. If an Issue is a Multipurpose Issue that includes an Advance Refunding Portion, this definition shall be applied by substituting "Advance Refunding Portion" for "Advance Refunding Issue" each place the latter term appears.

"Federally Guaranteed" means that (a) the payment of Debt Service on an issue, or the payment of principal or interest with respect to any loans made from the Proceeds of the issue, is directly or indirectly guaranteed in whole or in part by the United States or by an agency or instrumentality of the United States, within the meaning of Section 149(b) of the Code, or (b) more than 5% of the Proceeds of an issue will be invested directly or indirectly in federally insured deposits or accounts. The preceding sentence does not apply to (a) Proceeds invested during an initial Temporary Period until such Proceeds are needed to pay costs of the project, (b) investments of a Bona Fide Debt Service Fund, (c) direct purchases from the United States of obligations issued by the United States Treasury, or (d) other investments permitted by Section 149(b) or Regulations §1.149(b)-1(b).

"501(c)(3) Organization" means an organization described in Section 501(c)(3) and exempt from tax under Section 501(a).

"Fixed Yield Issue" means an issue of obligations the Yield on which is fixed and determinable on the Issuance Date.

"Governmental Unit" means a state, territory or possession of the United States, the District of Columbia, or any political subdivision thereof referred to as a "State or local governmental unit" in Regulations §1.103-1(a). "Governmental Unit" does not include the United States or any agency or instrumentality of the United States.

"Gross Proceeds" means Proceeds and Replacement Proceeds of an issue.

"Hedge" means a contract entered into by the Issuer or the Conduit Borrower primarily to modify the Issuer's or the Conduit Borrower's risk of interest rate changes with respect to an obligation (e.g., an interest rate swap, an interest rate cap, a futures contract, a forward contract or an option).

"Higher Yielding Investments" means any Investment Property that produces a Yield that (a) in the case of Investment Property allocable to Replacement Proceeds of an issue and Investment Property in a Refunding Escrow, is more than one thousandth of one percentage point (.00001) higher than the Yield on the applicable issue, and (b) for all other purposes is more than one-eighth of one percentage point (.00125) higher than the Yield on the issue.

"Investment Proceeds" means any amounts actually or constructively received from investing Proceeds of an issue in Investment Property.

"Investment Property" means investment property within the meaning of Sections 148(b)(2) and 148(b)(3), including any security (within the meaning of Section 165(g)(2)(A) or (B)), any obligation, any annuity contract and any other investment-type property (including certain residential rental property for family units as described in Section 148(b)(2)(E) in the case of any bond other than a Private Activity Bond). Investment Property includes a Tax-Exempt Obligation that is a "specified private activity bond" as defined in Section 57(a)(5)(C), but does not include other Tax-Exempt Obligations.

"Issuance Costs" means costs to the extent incurred in connection with, and allocable to, the issuance of an issue, and includes underwriter's compensation withheld from the Issue Price, counsel fees, financial advisory fees, rating agency fees, trustee fees, paying agent fees, bond registrar, certification and authentication fees, accounting fees, printing costs for bonds and offering documents, public approval process costs, engineering and feasibility study costs, guarantee fees other than for a Qualified Guarantee and similar costs, but does not include fees charged by the Issuer.

"Issuance Date" means the date of physical delivery of an issue by the Issuer in exchange for the purchase price of the issue.

"Issue Price" means in the circumstances applicable to an issue:

(1) Public Offering. In the case of obligations actually offered to the general public in a bona fide public offering at the initial offering price for each maturity set forth in the certificate of the underwriter or placement agent attached to the Tax Compliance Certificate of the Issuer, the aggregate of the initial offering price for each maturity (including any Pre-Issuance Accrued Interest and original issue premium, but excluding any original issue discount), which price is not more than the fair market value thereof as of the Sale Date, and at which initial offering price not less than 10% of the principal amount of each maturity, as of the Sale Date, was sold or reasonably expected to be sold (other than to bond houses, brokers or other intermediaries). In the case of publicly offered obligations that are not described in the preceding sentence, Issue Price means the aggregate of the initial offering price to the public of each maturity set forth in the certificate of the underwriter or placement agent attached to the Tax Compliance Certificate of the Issuer, which price is not more than the fair market value thereof as of the Sale Date, and at which initial offering price not less than 10% of the principal amount of each maturity was sold to the public.

(2) Private Placement. In the case of obligations sold by private placement, the aggregate of the prices (including any Pre-Issuance Accrued Interest and original issue premium, but excluding any original issue discount) paid to the Issuer by the first purchaser(s) (other than bond houses, brokers or other intermediaries).

"Minor Portion" means an amount equal to the lesser of $100,000 or 5% of the Sale Proceeds of an issue.

"Multipurpose Issue" means an issue the bonds of which are allocable to two or more separate governmental purposes within the meaning of Regulations §1.148-9(h).

"Net Proceeds" means the Sale Proceeds of an issue less the portion thereof, if any, deposited in a reasonably required reserve or replacement fund for the issue.

"Net Sale Proceeds" means the Sale Proceeds of an issue less the portion thereof, if any, deposited in a reasonably required reserve or replacement fund for the issue and the portion invested as a part of a Minor Portion for the issue.

"New Money Issue" means an issue that is not a Refunding Issue.

"New Money Portion" means that portion of a Multipurpose Issue other than the Refunding Portion.

"Nonpurpose Investments" means any Investment Property that is acquired with Gross Proceeds as an investment and not in carrying out any governmental purpose of an issue. "Nonpurpose Investments" does not include any investment that is not regarded as "investment property" or a "nonpurpose investment" for the particular purposes of Section 148 (such as certain investments in U.S. Treasury obligations in the State and Local Government Series and certain temporary investments), but does include any other investment that is a "nonpurpose investment" within the applicable meaning of Section 148.

"Placed in Service" means the date on which, based on all the facts and circumstances, a facility has reached a degree of completion that would permit its operation at substantially its design level and the facility is, in fact, in operation at such level.

"Pre-Issuance Accrued Interest" means interest on an obligation that accrued for a period not greater than one year before its Issuance Date and that will be paid within one year after such Issuance Date.

"Preliminary Expenditures" means any Capital Expenditures that are "preliminary expenditures" within the meaning of Regulations §1.150-2(f)(2), i.e., architectural, engineering, surveying, soil testing, reimbursement bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of a project other than land acquisition, site preparation, and similar costs incident to commencement of construction. The aggregate amount of Preliminary Expenditures may not exceed 20% of the aggregate Issue Price of the issue or issues that financed or are reasonably expected to finance the project for which such Preliminary Expenditures are or were incurred.

"Prior Issue" means an issue of obligations all or a portion of the Debt Service on which is paid or provided for with Proceeds of a Refunding Issue. The Prior Issue may be a Refunding Issue.

"Private Activity Bond" means (a) obligations of an issue more than 10% of the Proceeds of which, directly or indirectly, are or are to be used for a Private Business Use and more than 10% of the Debt Service on which, directly or indirectly, is or is to be paid from or secured by payments with respect to property, or secured by property, used for a Private Business Use, or (b) obligations of an issue, the Proceeds of which are or are to be used to make or finance loans to any Private Person that, in the aggregate, exceed the lesser of 5% of such Proceeds or $5,000,000. In the event of Unrelated or Disproportionate Use, the tests in (a) shall be applied by substituting 5% for 10% each place the latter term is used.

"Private Business Use" means use (directly or indirectly) in a trade or business carried on by any Private Person other than use as a member of, and on the same basis as, the general public. Any activity carried on by a Private Person (other than a natural person) shall be treated as a trade or business. In the case of a Qualified 501(c)(3) Bond, Private Business Use excludes use by a 501(c)(3) Organization that is not an unrelated trade or business activity by such 501(c)(3) Organization within the meaning of Section 513(a).

"Private Person" means any natural person or any artificial person, including a corporation, partnership, trust or other entity, other than a Governmental Unit. "Private Person" includes the United States and any agency or instrumentality of the United States.

"Proceeds" means any Sale Proceeds, Investment Proceeds, and Transferred Proceeds of an issue. "Proceeds" does not include Replacement Proceeds.

"Qualified Administrative Costs" means reasonable direct administrative costs (other than carrying costs) such as separately stated brokerage or selling commissions, but not legal and accounting fees, recordkeeping, custody and similar costs. General overhead costs and similar indirect costs of the Issuer such as employee salaries and office expenses and costs associated with computing the Rebate Amount are not Qualified Administrative Costs.

"Qualified 501(c)(3) Bonds" means an issue of obligations that satisfies the requirements of Section 145(a).

"Qualified Guarantee" means any guarantee of an obligation that constitutes a "qualified guarantee" within the meaning of Regulations §1.148-4(f).

"Qualified Hedge" means a Hedge that is a "qualified hedge" within the meaning of Regulations §1.148-4(h)(2).

"Rebate Amount" means the excess of the future value, as of any date, of all receipts on Nonpurpose Investments acquired with Gross Proceeds of an issue over the future value, as of that date, of all payments on those Nonpurpose Investments, computed in accordance with Section 148(f) and Regulations §1.148-3.

"Refunded Bonds" means obligations of a Prior Issue the Debt Service on which is or is to be paid from Proceeds of a Refunding Issue.

"Refunding Bonds" means obligations of a Refunding Issue.

"Refunding Issue" means an issue the Proceeds of which are or are to be used to pay Debt Service on Refunded Bonds and includes Issuance Costs, Pre-Issuance Accrued Interest or permitted capitalized interest, a reasonably required reserve or replacement fund and similar costs of the Refunding Issue.

"Refunding Escrow" means one or more funds established as part of a single transaction, or a series of related transactions, containing Proceeds of a Refunding Issue and any other amounts to be used to pay Debt Service on Refunded Bonds of one or more issues.

"Refunding Portion" means that portion of a Multipurpose Issue the Proceeds of which are, or are to be, used to pay Debt Service on Refunded Bonds and includes Issuance Costs, Pre-Issuance Accrued Interest or permitted capitalized interest, a reasonably required reserve or replacement fund and similar costs properly allocable to the Refunding Portion.

"Regulations" or "Reg." means Treasury Regulations.

"Reimbursement Allocation" means an allocation of the Proceeds of an issue for the Reimbursement of Prior Capital Expenditures, other than Preliminary Expenditures, that meets each of the following requirements: (a) is evidenced on the books or records of the Issuer maintained with respect to the issue, (b) the allocation entry identifies either actual prior Capital Expenditures, or the fund or account from which the prior Capital Expenditures were paid, and (c) evidences the Issuer's use of Proceeds of the issue to reimburse a Capital Expenditure for a governmental purpose that was originally paid from a source other than the Proceeds of the issue.

"Reimbursement of Prior Capital Expenditures" means a Reimbursement Allocation of Proceeds of the Issue to a Capital Expenditure paid prior to the Issuance Date of such Issue, that satisfies the following requirements: (a) the Capital Expenditure was paid after March 1, 1992; (b) prior to, or within 60 days after, payment of the Capital Expenditure (except Preliminary Expenditures), the Issuer adopted an official intent for the Capital Expenditure that satisfies Regulations §1.150-2(e); and (c) except for Preliminary Expenditures, the Reimbursement Allocation occurs or will occur within 18 months after the later of the date the Capital Expenditure was paid or the date the project resulting from such Capital Expenditure was Placed in Service or abandoned, but in no event more than three years after the Capital Expenditure was paid.

"Related Party" means, in reference to a Governmental Unit or 501(c)(3) Organization, any member of the same Controlled Group and, in reference to any person that is not a Governmental Unit or 501(c)(3) Organization, a "related person" as defined in Section 144(a)(3) of the Code.

"Replacement Proceeds" means, with respect to an issue, amounts (including any investment income, but excluding any Proceeds of any issue) replaced by Proceeds of that issue within the meaning of Section 148(a)(2). "Replacement Proceeds" includes amounts, other than Proceeds, held in a sinking fund, pledged fund or reserve or replacement fund for an issue.

"Sale Date" means, with respect to an issue, the first date on which there is a binding contract in writing with the Issuer for the sale and purchase of an issue (or of respective obligations of the issue if sold by the Issuer on different dates) on specific terms that are not later modified or adjusted in any material respect.

"Sale Proceeds" means that portion of the Issue Price actually or constructively received by the Issuer upon the sale or other disposition of an issue, including any underwriter's compensation withheld from the Issue Price, but excluding Pre-Issuance Accrued Interest.

"Spendable Proceeds" means the Net Sale Proceeds of an issue.

"Tax-Exempt Obligation" means any obligation or issue of obligations (including bonds, notes and lease obligations treated for federal income tax purposes as evidences of indebtedness) the interest on which is excluded from gross income for federal income tax purposes within the meaning of Section 150, and includes any obligation or any investment treated as a "tax-exempt bond" for the applicable purpose of Section 148.

"Tax-Exempt Organization" means a Governmental Unit or a 501(c)(3) Organization.

"Temporary Period" means the period of time, as set forth in the Tax Compliance Certificate, applicable to particular categories of Proceeds of an issue during which such category of Proceeds may be invested in Higher Yielding Investments without the issue being treated as arbitrage bonds under Section 148.

"Transferred Proceeds" means that portion of the Proceeds of an issue (including any Transferred Proceeds of that issue) that remains unexpended at the time that any portion of the principal of the Refunded Bonds of that issue is discharged with the Proceeds of a Refunding Issue and that thereupon becomes Proceeds of the Refunding Issue as provided in Regulations §1.148-9(b). "Transferred Proceeds" does not include any Replacement Proceeds.

"Unrelated or Disproportionate Use" means Private Business Use that is not related to or is disproportionate to use by a Governmental Unit within the meaning of Section 141(b)(3) and Regulations §1.141-9.

"Variable Yield Issue" means any Issue that is not a Fixed Yield Issue.

"Working Capital Expenditures" means any costs of a type that do not constitute Capital Expenditures, including current operating expenses.

"Yield" has the meaning assigned to it for purposes of Section 148 of the Code, and means that discount rate (stated as an annual percentage) that, when used in computing the present worth of all applicable unconditionally payable payments of Debt Service, all payments for a Qualified Guarantee, if any, and all payments and receipts with respect to a Qualified Hedge, if any, paid and to be paid with respect to an obligation (paid and to be paid during and attributable to the Yield Period in the case of a Variable Yield Issue), produces an amount equal to (a) the Issue Price in the case of a Fixed Yield Issue or the present value of the Issue Price at the commencement of the applicable Yield Period in the case of a Variable Yield Issue, or (b) the purchase price for yield purposes in the case of Investment Property, all subject to the applicable methods of computation provided for under Section 148, including variations from the foregoing. The Yield on Investment Property in which Proceeds or Replacement Proceeds of an issue are invested is computed on a basis consistent with the computation of Yield on that issue, including the same compounding interval of not more than one year selected by the Issuer.

"Yield Period" means, in the case of the first Yield Period, the period that commences on the Issuance Date and ends at the close of business on the first Computation Date and, in the case of each succeeding Yield Period, the period that begins immediately after the end of the immediately preceding Yield Period and ends at the close of business on the next succeeding Computation Date.

The terms "bond", "obligation", "reasonably required reserve or replacement fund", "reserve or replacement fund", "loan", "sinking fund", "purpose investment", "same plan of financing", "other replacement proceeds", and other terms relating to Code provisions used but not defined in this Certificate shall have the meanings given to them for purposes of Sections 103 and 141 to 150 unless the context indicates another meaning.

(End of Attachment A)

ATTACHMENT A-1
to
Tax Compliance Certificate of Local Borrower

INSTRUCTIONS FOR COMPLIANCE WITH REBATE REQUIREMENTS OF SECTION 148(f) OF THE CODE.

The Issuer covenanted in the Loan Agreement and Tax Compliance Certificate to comply with the arbitrage rebate requirement of Section 148(f) of the Code. These Instructions provide guidance for that compliance, including the spending exceptions that free the Issue from all or part of the rebate requirements.

PART I: GENERAL

SECTION 1.01. REBATE GENERALLY.

The Rebate Amount[1] with respect to the Issue must be paid (rebated) to the United States to prevent the bonds of the Issue from being arbitrage bonds, the interest on which is subject to federal income tax. In general, the Rebate Amount is the amount by which the actual earnings on Nonpurpose Investments purchased (or deemed to have been purchased) with Gross Proceeds of the Issue exceed the amount of earnings that would have been received if those Nonpurpose Investments had a Yield equal to the Yield on the Issue.[2]

Stated differently, the Rebate Amount for the Issue as of any date is the excess of the Future Value, as of that date, of all Receipts on Nonpurpose Investments over the Future Value, as of that date, of all Payments on Nonpurpose Investments, computed using the Yield on the Issue as the Future Value rate.[3]

If the Issue is a Fixed Yield Issue, the Yield on the Issue generally is the Yield to maturity, taking into account mandatory redemptions prior to maturity. If the Issue is a Variable Yield Issue, the Yield on the Issue is computed separately for each Yield Period selected by the Issuer.

SECTION 1.02. SPECIAL DEFINITIONS.

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1. Capitalized terms that are not defined in these Instructions are defined in Attachment A to the Tax Compliance Certificate of the Issuer.

2. Amounts earned on the Bona Fide Debt Service Fund for the Issue are not taken into account in determining the Rebate Amount since none of the obligations of the Issue are Private Activity Bonds, the rates of interest on the Issue do not vary and the average maturity of the Issue is at least 5 years.

3. The scope of these Instructions does not permit a detailed description of the computation of the Rebate Amount with respect to the Issue. If you need assistance in computing the Rebate Amount on the Issue, please contact your bond counsel.

For purposes of these Instructions, the following terms shall have the following meanings.

"Bifurcated Issue" means a New Money Issue or the New Money Portion of a Multipurpose Issue that the Issuer, pursuant to Section 148(f)(4)(C)(v) and Regulations §1.148-7(j), has elected in its Tax Compliance Certificate to bifurcate into a Construction Portion and a Nonconstruction Portion.

"Bond Counsel's Opinion" means an opinion or opinions of a nationally recognized bond counsel firm whose opinion is given with respect to the Issue when issued, or its successors or other nationally recognized bond counsel appointed by the Issuer.

"Computation Date" means each date on which the Rebate Amount for an issue is required to be computed under Regulations §1.148-3(e). In the case of a Fixed Yield Issue, the first Computation Date shall not be later than five years after the Issuance Date of the issue. Subsequent Computation Dates shall be not later than five years after the immediately preceding Computation Date for which an installment payment of the Rebate Amount was paid. In the case of a Variable Yield Issue, the first Computation Date shall be the last day of any Bond Year irrevocably selected by the Issuer ending on or before the fifth anniversary of the Issuance Date of such issue and subsequent Computation Dates shall be the last day of each Bond Year thereafter or each fifth Bond Year thereafter, whichever is irrevocably selected by the Issuer after the first date on which any portion of the Rebate Amount is required to be paid to the United States. The final Computation Date is the date an issue is retired.

"Future Value" means the value of a Payment or Receipt at the end of a period determined using the economic accrual method as the value of that Payment or Receipt when it is paid or received (or treated as paid or received), plus interest assumed to be earned and compounded over the period at a rate equal to the Yield on the Issue, using the same compounding interval and financial conventions that were used to compute that Yield.

"Guaranteed Investment Contract" means any Nonpurpose Investment that has specifically negotiated withdrawal or retirement provisions and a specifically negotiated interest rate and any agreement to supply investments on two or more future dates (e.g., a forward supply contract).

"Multipurpose Issue" means an issue that consists of a Refunding Portion and a New Money Portion.

"Payment" means payments actually or constructively made to acquire Nonpurpose Investments, as specified in Regulations §1.148-3(d)(1)i) through (v).

"Qualified Administrative Costs" means the reasonable, direct administrative costs, other than carrying costs, of purchasing or selling Nonpurpose Investments such as separately stated brokerage or selling commissions. Qualified Administrative Costs do not include legal and

accounting fees, recordkeeping, custody, and similar costs, general overhead costs and similar indirect costs of the Issuer such as employee salaries and office expenses and costs associated with computing the Rebate Amount. In general, Qualified Administrative Costs are not reasonable unless they are comparable to administrative costs that would be charged for the same investment or a reasonably comparable investment if acquired with a source of funds other than Gross Proceeds of Tax-Exempt Obligations.

"Reasonable Retainage" means an amount, not to exceed 5% of the Net Sale Proceeds of the Issue, that is retained for reasonable business purposes relating to the property financed with Proceeds of the Issue. For example, Reasonable Retainage may include a retention to ensure or promote compliance with a construction contract in circumstances in which the retained amount is not yet payable, or in which the Issuer reasonably determines that a dispute exists regarding completion or payment.

"Rebate Analyst" means an independent individual, firm or entity experienced in the computation of the Rebate Amount pursuant to Section 148(f) of the Code.

"Receipt" means amounts actually or constructively received from Nonpurpose Investments as specified in Regulations §1.148-3(d)(2)(i) through (iii).

PART II: EXCEPTIONS TO REBATE

SECTION 2.01. SPENDING EXCEPTIONS.

The rebate requirements with respect to the Issue are deemed to have been satisfied if any one of three spending exceptions (the 6-Month, the 18-Month, or the 2-Year Spending Exception, collectively, the "Spending Exceptions") is satisfied. The Spending Exceptions are each independent exceptions. The Issue need not meet the requirements of any other exception in order to use any one of the three exceptions. For example, a Construction Issue may qualify for the 6-Month Spending Exception or the 18-Month Spending Exception even though the Issuer makes one or more elections under the 2-Year Exception with respect to the Issue.

The following rules apply for purposes of all of the Spending Exceptions except as otherwise noted.

Refunding Issues. The only spending exception available for a Refunding Issue[4] is the 6-Month Spending Exception.

Special Transferred Proceeds Rules. In applying the Spending Exceptions to a Refunding Issue, unspent Proceeds of the Prior Issue that become Transferred Proceeds of the Refunding Issue are ignored. If the Prior Issue satisfies one of the rebate Spending Exceptions, the

4. For purposes of these Instructions, references to "Refunding Issue" include the Refunding Portion of a Multipurpose Issue.

Proceeds of the Prior Issue that are excepted from rebate under that exception are not subject to rebate either as Proceeds of the Prior Issue or as Transferred Proceeds of the Refunding Issue.

However, if the Prior Issue does not satisfy any of the Spending Exceptions and is not otherwise exempt from rebate, the Transferred Proceeds from the Prior Issue will be subject to rebate, even if the Refunding Issue satisfies the 6-Month Spending Exception. The Rebate Amount will be calculated on the Transferred Proceeds on the basis of the Yield of the Prior Issue up to each transfer date and on the basis of the Yield of the Refunding Issue after each transfer date.

Application of Spending Exceptions to a Multipurpose Issue. If the Issue is a Multipurpose Issue, the Refunding Portion and the New Money Portion are treated for purposes of the rebate Spending Exceptions as separate issues. Thus, the Refunding Portion is eligible to use only the 6-Month Spending Exception. The New Money Portion is eligible to use any of the three Spending Exceptions.

Expenditures for Governmental Purposes of the Issue. Each of the spending exceptions requires that expenditures of Gross Proceeds be for the governmental purposes of the Issue. These purposes include payment of interest (but not principal) on the Issue.

SECTION 2.02. 6-MONTH SPENDING EXCEPTION.

The Issue will be treated as satisfying the rebate requirements if all of the Gross Proceeds of the Issue are allocated to expenditures for the governmental purposes of the Issue within the 6-month period beginning on the Issuance Date and the Rebate Amount, if any, with respect to earnings on amounts deposited in a reasonably required reserve or replacement fund or a Bona Fide Debt Service Fund if and to the extent that such Fund is subject to rebate (see footnote 3) is timely paid to the United States. If no bond of the Issue is a Private Activity Bond (other than a Qualified 501(c)(3) Bond) or a tax or revenue anticipation bond, the 6-month period is extended for an additional 6 months if the unexpended Gross Proceeds of the Issue at the end of the 6-month period do not exceed the lesser of 5% of the Proceeds of the Issue or $100,000.

For purposes of the 6-Month Spending Exception, Gross Proceeds required to be spent within 6 months do not include amounts in a reasonably required reserve or replacement fund for the Issue or in a Bona Fide Debt Service Fund for the Issue.

SECTION 2.03. 18-MONTH SPENDING EXCEPTION.

The Issue (or the New Money Portion if the Issue is a Multipurpose Issue) is treated as satisfying the rebate requirement if the conditions set forth in (A), (B) and (C) are satisfied.

(A) All of the Gross Proceeds of the Issue (excluding amounts in a reasonably required reserve or replacement fund for the Issue or in a Bona Fide Debt Service Fund for the Issue) are allocated to expenditures for the governmental purposes of the Issue in accordance with the following schedule, measured from the Issuance Date:

(1) at least 15% within 6 months;

(2) at least 60% within 12 months; and

(3) 100% within 18 months, subject to the Reasonable Retainage exception described below.

(B) The Rebate Amount, if any, with respect to earnings on amounts deposited in a reasonably required reserve or replacement fund or in a Bona Fide Debt Service Fund for the Issue, to the extent such Fund is subject to rebate (see footnote 3), is timely paid to the United States. And,

(C) The Gross Proceeds of the Issue qualify for the initial 3-year Temporary Period.

If the only unspent Gross Proceeds at the end of the 18th month are Reasonable Retainage, the requirement that 100% of the Gross Proceeds be spent by the end of the 18th month is treated as met if the Reasonable Retainage, and all earnings thereon, are spent for the governmental purposes of the Issue within 30 months of the Issuance Date.

For purposes of determining whether the spend-down requirements have been met as of the end of each of the first two spending periods, the amount of Investment Proceeds that the Issuer reasonably expects as of the Issuance Date to earn on the Sale Proceeds and Investment Proceeds of the Issue during the 18-month period are included in Gross Proceeds of the Issue. The final spend-down requirement includes actual Investment Proceeds for the entire 18 months.

The 18-Month Spending Exception does not apply to the Issue (or the New Money Portion, as applicable) if any portion of the Issue (or New Money Portion) is treated as meeting the rebate requirement under the 2-Year Spending Exception discussed below. This rule prohibits use of the 18-Month Spending Exception for the Nonconstruction Portion of a Bifurcated Issue. The only Spending Exception available for the Nonconstruction Portion of a Bifurcated Issue is the 6-Month Spending Exception.

SECTION 2.04. 2-YEAR SPENDING EXCEPTION FOR CERTAIN CONSTRUCTION ISSUES.

(A) In general. A Construction Issue no bond of which is a Private Activity Bond (other than a Qualified 501(c)(3) Bond or a Bond that finances property to be owned by a Governmental Unit or a 501(c)(3) Organization) is treated as satisfying the rebate requirement if the Available Construction Proceeds of the Issue are allocated to expenditures for the governmental purposes of the Issue in accordance with the following schedule, measured from the Issuance Date:

(1) at least 10% within 6 months;

(2) at least 45% within 1 year;

(3) at least 75% within 18 months; and

(4) 100% within 2 years, subject to the Reasonable Retainage exception described below.

Amounts in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund for the Issue are not treated as Gross Proceeds for purposes of the expenditure requirements. However, unless the Issuer has elected otherwise in the Tax Compliance Certificate, earnings on amounts in a reasonably required reserve or replacement fund for the Issue are treated as Available Construction Funds during the 2-year period and therefore must be allocated to expenditures for the governmental purposes of the Issue.

If the Issuer elected in the Tax Compliance Certificate to exclude from Available Construction Proceeds the Investment Proceeds or earnings on a reasonably required reserve or replacement fund for the Issue during the 2-year spend-down period, the Rebate Amount, if any, with respect to such Investment Proceeds or earnings from the Issuance Date must be timely paid to the United States. If the election is not made, the Rebate Amount, if any, with respect to such Investment Proceeds or earnings after the earlier of the date construction is substantially completed or 2 years after the Issuance Date must be timely paid to the United States. The Rebate Amount, if any, with respect to earnings on amounts in a Bona Fide Debt Service Fund must be timely paid to the extent such Fund is subject to the rebate requirements (see footnote 3).

The Issue does not fail to satisfy the spending requirement for the fourth spend-down period (i.e., 100% within 2 years of the Issuance Date) if the only unspent Available Construction Proceeds are amounts for Reasonable Retainage if such amounts (together with all earnings on such amounts) are allocated to expenditures within 3 years of the Issuance Date.

For purposes of determining whether the spend-down requirements have been met as of the end of each of the first 3 spend-down periods, Available Construction Proceeds include the amount of Investment Proceeds or earnings that the Issuer reasonably expected as of the Issuance Date to earn during the 2-year period. For purposes of satisfying the final spend-down requirement, Available Construction Proceeds include actual Investment Proceeds or earnings from the Issuance Date through the end of the 2-year period.

Available Construction Proceeds do not include Gross Proceeds used to pay Issuance Costs financed by the Issue, but do include earnings on such Proceeds. Thus, an expenditure of Gross Proceeds to pay Issuance Costs does not count toward meeting the spend-down requirements, but expenditures of earnings on such Gross Proceeds to pay Issuance Costs do count.

(B) 1½% penalty in lieu of rebate for Construction Issues. If the Issuer elected in the Tax Compliance Certificate for a Construction Issue, or for the Construction Portion of a Bifurcated Issue, to pay a 1½% penalty in lieu of the Rebate Amount on Available Construction Proceeds in the event that the Construction Issue fails to satisfy any of the spend-down requirements, the 1½% penalty is calculated separately for each spend-down period, including each semi-annual period after the end of the fourth spend-down period until all Available Construction

Proceeds have been spent. The penalty is equal to 0.015 times the underexpended Proceeds as of the end of the applicable spend-down period. The fact that no arbitrage is in fact earned during such spend-down period is not relevant. The Rebate Amount with respect to Gross Proceeds other than Available Construction Proceeds (e.g., amounts in a reasonably required reserve or replacement fund or in a Bona Fide Debt Service Fund, to the extent subject to rebate (see footnote 3)) must be timely paid.

PART III: COMPUTATION AND PAYMENT.

SECTION 3.01. COMPUTATION AND PAYMENT OF REBATE AMOUNT.

If none of the Spending Exceptions described above is satisfied (and if the 1-1/2% penalty election for a Construction Issue or the Construction Portion of a Bifurcated Issue has not been made), then within 45 days after each Computation Date, the Issuer shall compute, or cause to be computed, the Rebate Amount as of such Computation Date. The first Computation Date is a date selected by the Issuer, but shall be not later than five years after the Issuance Date. Each subsequent Computation Date shall end five years after the previous Computation Date except that, in a Variable Yield Issue, the Issuer may select annual Yield Periods. The final Computation Date shall be the date the last obligation of the Issue matures or is finally discharged.

Within 60 days after each Computation Date (except the final Computation Date), the Issuer shall pay to the United States not less than 90% of the Rebate Amount, if any, computed as of such Computation Date. Within 60 days after the final Computation Date, the Issuer shall pay to the United States 100% of the Rebate Amount, if any, computed as of the final Computation Date. In computing the Rebate Amount, a computation credit of $1,000 may be taken into account on the last day of each Bond Year to the Computation Date during which there are unspent Gross Proceeds that are subject to the rebate requirement, and on the final maturity date.

If the operative documents pertaining to the Issue establish a Rebate Fund and require the computation of the Rebate Amount at the end of each Bond Year, the Issuer shall calculate, or cause to be calculated, within 45 days after the end of each Bond Year the Rebate Amount, taking into account the computation credit of $1,000 for each Bond Year. Within 50 days after the end of each Bond Year, if the Rebate Amount is positive, the Issuer shall deposit in the Rebate Fund such amount as will cause the amount on deposit therein to equal the Rebate Amount, and may withdraw any amount on deposit in the Rebate Fund in excess of the Rebate Amount. Payments of the Rebate Amount to the Internal Revenue Service on a Computation Date shall be made first from amounts on deposit in the Rebate Fund and second from other amounts specified in the operative documents.

Each payment of the Rebate Amount or portion thereof shall be payable to the Internal Revenue Service and shall be made to the Internal Revenue Service Center, Ogden, UT 84201 by certified mail. Each payment shall be accompanied by Internal Revenue Service Form 8038-T and any other form or forms required to be submitted with such remittance.

SECTION 3.02. BOOKS AND RECORDS.

(A) The Issuer or Trustee, as applicable, shall keep proper books of record and accounts containing complete and correct entries of all transactions relating to the receipt, investment, disbursement, allocation and application of the Gross Proceeds of the Issue. Such records shall specify the account or fund to which each Nonpurpose Investment (or portion thereof) held by the Issuer or Trustee is to be allocated and shall set forth as to each Nonpurpose Investment (1) its purchase price, (2) identifying information, including par amount, interest rate, and payments dates, (3) the amount received at maturity or its sales price, as the case may be, including accrued interest, (4) the amounts and dates of any payments made with respect thereto, and (5) the dates of acquisition and disposition or maturity.

The Issuer, Trustee, or Rebate Analyst, as applicable, shall retain the records of all calculations and payments of the Rebate Amount until six years after the retirement of the last obligation that is a part of the Issue.

SECTION 3.03. FAIR MARKET VALUE.

No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

The fair market value of any Nonpurpose Investment shall be the price at which a willing buyer would purchase the Nonpurpose Investment from a willing seller in an arms-length transaction. Fair market value generally is determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding (i.e., the trade date rather than the settlement date). Except as otherwise provided in this Section, a Nonpurpose Investment that is not of a type traded on an established securities market (within the meaning of Section 1273 of the Code) is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(A) Obligations purchased directly from the Treasury. The fair market value of a United States Treasury obligation that is purchased directly from the United States Treasury is its purchase price.

(B) Safe harbor for Guaranteed Investment Contracts. The purchase price of a Guaranteed Investment Contract shall be treated as its fair market value on the purchase date if all the following conditions are met:

(1) The Issuer or broker makes a bona fide solicitation for a specified Guaranteed Investment Contract and receives at least three bona fide bids from reasonably competitive providers (of Guaranteed Investment Contracts) that have no material financial interest in the Issue.

(2) The Issuer purchases the highest-yielding Guaranteed Investment Contract for which a qualifying bid is made (determined net of broker's fees);

(3) The Yield on the Guaranteed Investment Contract (determined net of broker's fees) is not less than the Yield then available from the provider on reasonably comparable Guaranteed Investment Contracts, if any, offered to other persons from a source of funds other than Gross Proceeds of Tax-Exempt Obligations;

(4) The determination of the terms of the Guaranteed Investment Contract takes into account as a significant factor the Issuer's reasonably expected drawdown schedule for the amounts to be invested, exclusive of amounts deposited in a Bona Fide Debt Service Fund and a reasonably required reserve or replacement fund;

(5) The terms of the Guaranteed Investment Contract, including collateral security requirements, are reasonable; and

(6) The obligor on the Guaranteed Investment Contract certifies the administrative costs that it is paying (or expects to pay) to third parties in connection with the Guaranteed Investment Contract.

(C) Safe harbor for certificates of deposit. The purchase price of a certificate of deposit shall be treated as its fair market value on the purchase date if all of the following requirements are met:

(1) The certificate of deposit has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal; and

(2) The Yield on the certificate of deposit is not less than (a) the Yield on reasonably comparable direct obligations of the United States, or (b) the highest Yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

Certificates evidencing the foregoing requirements should be obtained before purchasing any Guaranteed Investment Contract or certificate of deposit.

SECTION 3.04. CONSTRUCTIVE SALE/PURCHASE.

(A) Nonpurpose Investments that are held by the Issuer or Trustee as of any Computation Date (or Bond Year if the computations are required to be done annually) shall be treated for purposes of computing the Rebate Amount as of such date as having been sold for their fair market value as of such date. Investment Property which becomes allocated to Gross Proceeds of the Issue on a date after such Investment Property has actually been purchased shall be treated for purposes of the rebate requirements as having been purchased by the Issuer on such date of allocation at its fair market value on such date.

(B) For purposes of constructive or deemed sales or purchases of Investment Property (other than Investment Property in the Escrow Fund or that is otherwise not invested for a Temporary Period or is not part of a reasonably required reserve or replacement fund for the Issue) must be valued at its fair market value on the date of constructive or deemed sale or purchase

(C) Except as set forth in (B), fixed rate Investment Property that is (1) issued with not more than 2% of original issue discount or original issue premium, (2) issued with original issue premium that is attributable exclusively to reasonable underwriters' compensation or (3) acquired with not more than 2% of market discount or market premium, may be treated as having a fair market value equal to its outstanding stated principal amount, plus accrued interest. Fixed rate Investment Property also may be treated as having a fair market value equal to its present value.

SECTION 3.05. ADMINISTRATIVE COSTS.

(A) Administrative costs shall not be taken into account in determining the payments for or receipts from a Nonpurpose Investment unless such administrative costs are Qualified Administrative Costs. Thus, administrative costs or expenses paid, directly or indirectly, to purchase, carry, sell, or retire Nonpurpose Investments generally do not increase the Payments for, or reduce the Receipts from, Nonpurpose Investments.

(B) Qualified Administrative Costs are taken into account in determining the Payments and Receipts on Nonpurpose Investments and thus increase the Payments for, or decrease the Receipts from, Nonpurpose Investments. In the case of a Guaranteed Investment Contract, a broker's commission or similar fee paid on behalf of either the Issuer or the provider is an administrative cost that is not a Qualified Administrative Cost to the extent that the present value (computed using the taxable discount rate used by the parties to compute the commission or, if not readily ascertainable, a reasonable taxable discount rate) of the commission, as of the date the contract is purchased, exceeds the present value of annual payments equal to 0.05 percent of the weighted average amount reasonably expected to be invested each year during the term of such contract.

PART IV: COMPLIANCE AND AMENDMENT

SECTION 4.01. COMPLIANCE.

The Issuer, Trustee or Rebate Analyst, as applicable, shall take all necessary steps to comply with the requirements of these Instructions in order to ensure that interest on the Issue is excluded from gross income for federal income tax purposes under Section 103(a) of the Code. However, compliance shall not be required in the event and to the extent stated therein the Issuer and the Trustee receive a Bond Counsel's Opinion that either (A) compliance with such requirement is not required to maintain the exclusion from gross income for federal income tax purposes of interest on the Issue, or (B) compliance with some other requirement in lieu of such requirement will comply with Section 148(f) of the Code, in which case compliance with the other requirement specified in the Bond Counsel's Opinion shall constitute compliance with such requirement.

SECTION 4.02. LIABILITY.

If for any reason any requirement of these Instructions is not complied with, the Issuer and the Trustee, if applicable, shall take all necessary and desirable steps to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence. The Trustee shall have no duty or responsibility to independently verify any of the Issuer's, or the Rebate Analyst's, calculations with respect to the payments of the Rebate Amount due and owing to the United States. Under no circumstances whatsoever shall the Trustee be liable to the Issuer, any bondholder or any other person for any inclusion of the interest on the Issue in gross income for federal income tax purposes, or any claims, demands, damages, liabilities, losses, costs or expenses resulting therefrom or in any way connected therewith, so long as the Trustee acts only in accordance with these Instructions and the operative documents pertaining to the Issue.

(End of Attachment A-1)

LOAN AGREEMENT STANDARD TERMS AND CONDITIONS

Water Infrastructure Finance Authority of Arizona

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This document sets forth Standard Terms and Conditions applicable to the Loan made by the WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA (the "*Authority*") to the Local Borrower. These Standard Terms and Conditions are a part of the Loan Agreement to which this document is attached. Certain terms used herein are defined in Article 8.

Article 1 Covenants of the Local Borrower Relating to the System and the Project.

Section 1.1 **Operation and Maintenance of System**. The Local Borrower covenants and agrees that it shall, in accordance with prudent utility practice, (a) at all times operate the properties of the System and any business in connection therewith in an efficient manner, (b) maintain the System in good repair, working order and operating condition, and (c) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the System so that at all times the operations carried on in connection therewith shall be properly and advantageously conducted from revenues of the System or, if the Local Borrower so elects, from any other source of funds lawfully available.

Section 1.2 **Additions and Modifications**. The Local Borrower may make any additions, renewals, replacements, modifications or improvements to the System which it deems desirable and which do not materially reduce the operational integrity of any part of the System. All such renewals, replacements, additions, modifications and improvements shall become a part of the System.

Section 1.3 **Disposition of Project and System**.

(a) The Local Borrower shall not sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Project or the System except upon compliance with the provisions of this Section; provided, however that the requirements of this Section shall not apply to transactions which are capital leases within the meaning of generally accepted accounting principles to finance expansion or improvement of the System and under which the Local Borrower maintains a purchaser's interest or other beneficial ownership, use, possession and control of the System so long as no default exists.

(b) The Local Borrower may sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Project or the System if the Local Borrower shall give at least ninety (90) days' prior written notice to the Authority of the proposed transaction, and the Authority gives its written consent which shall not be unreasonably withheld. The Local Borrower understands that the Authority, in determining whether or not to give its consent, must determine that the proposed transaction will not adversely affect the Authority's ability to meet its duties, covenants, obligations and agreements or conditions of any grant received by the Authority or the State from the United States of America, which is related to the Capital Grant Facility or any capitalization grants received by the Authority or the State under the Federal Water Pollution Control Act, as amended, and the Federal Safe Drinking Water Act, as amended.

(c) Notwithstanding the provisions of subsection (b) above, the Local Borrower may sell, lease or otherwise dispose of, any of the property comprising part of the System without prior notice to or the consent of the Authority, other than the Project, in either of the following circumstances:

(i) If the Local Borrower determines that such property is not necessary, useful or profitable to the operation of the System; or

(ii) If the value of such property sold, leased or otherwise disposed of in any one year is equal to not more than 5% of the value of the fixed assets of the System.

Section 1.4 **Cost of Project**. The Local Borrower certifies that the estimated Eligible Project Costs as listed in Section 1 of Exhibit B is a reasonable and accurate estimation of the Eligible Project Costs and, upon the direction of the Authority the Local Borrower will supply the Authority with a certificate from its engineer stating that such estimated Eligible Project Costs is a reasonable and accurate estimation.

Article 2 Additional Covenants of the Local Borrower

Section 2.1 **Unconditional Obligations**. The obligation of the Local Borrower to make the Loan Repayments and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part described herein are payable solely from the Source of Repayment described in this Loan Agreement and shall be absolute and unconditional and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, while any payments hereunder remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or the System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project or this Loan Agreement, or any rights of set-off, recoupment, abatement or counterclaim that the Local Borrower might otherwise have against the Authority or any other party or parties; provided, however, that payments under this Loan Agreement shall not constitute a waiver of any such rights. The Local Borrower shall not be obligated to make any payments required to be made by any other local borrowers under separate loan agreements or local borrower bonds. Notwithstanding any other provision of this Section 2.1, or this Loan Agreement, neither the Authority, nor any assignee of the Authority shall have the right or ability to compel the repayment of this Loan Agreement from any source other than the Source of Repayment.

Section 2.2 **Performance Under Loan Agreement**. The Local Borrower covenants and agrees (a) to maintain the System in good repair and operating condition; (b) to cooperate with the Authority to the extent it may lawfully do so, in the observance and performance of the respective duties, covenants, obligations and agreements of such Local Borrower and the Authority under this Loan Agreement; and (c) to comply with the covenants set forth in this Loan Agreement.

Section 2.3 **Disclaimer of Warranties**. The Local Borrower acknowledges and agrees that (i) the Authority makes no warranty or representation, either express or implied as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the System or the Project or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the Authority or its respective agents be liable or responsible for any direct, incidental, indirect, special or consequential damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the System or the Project; and (iii) are not intended to and shall not be construed as a waiver of any defense or limitation on damages provided for under and pursuant to the laws of the United States or of the State.

Section 2.4 **Loan Repayments; Prepayments; Providing for Payment of the Loan**.

(a) Loan Repayments.

(i) The Local Borrower shall pay to the Authority the amounts set forth in the Loan Repayment Schedule contained in Exhibit A on or before the due dates shown in Exhibit A.

(ii) Each payment made as a Loan Repayment as described in subsection (i) shall be applied first to the combined interest and fee payment then due and payable on the Loan and then to the principal amount of the Loan.

(iii) In addition to the other payments required by this Section, the Local Borrower shall pay a late charge for any payment that is received by the Authority later than the tenth day following its due date, in an amount equal to six percent per annum of the amount of the late payment from its due date to the date it is actually paid; provided, however, that the combined interest and fee rate payable on the Loan including such late charge shall not be in excess of the maximum rate permitted by law or any proceedings or resolution authorizing the execution of this Loan Agreement.

(iv) Upon the final disbursement, if the Loan amount is less than the estimated Eligible Project Costs, the amount of each Principal Installment due as set forth in the Loan Repayment Schedule contained in Exhibit A shall be adjusted to achieve substantially level debt service, and the Authority shall compute the adjusted combined interest and fee amounts to reflect the adjusted principal amounts and shall enter the results in a revised Loan Repayment Schedule delivered to the Local Borrower.

(b) Prepayments. The Loan is not subject to prepayment prior to the tenth anniversary of the final loan draw. The Local Borrower may prepay the Principal Repayment Amount of the Loan in whole or in part in advance of the due dates on or after the tenth anniversary of the final loan draw without penalty upon written notice delivered to the Authority at least 60 days prior to the prepayment date. If the Local Borrower prepays the Repayment Principal Amount in part, the amount of each Principal Installment due as set forth in the Loan Repayment Schedule contained in Exhibit A shall be adjusted to achieve substantially level debt service. Upon such adjustment, the Authority shall compute the adjusted combined interest and fees amounts to reflect the adjusted principal amounts and shall enter the results in the Loan Repayment Schedule with notice to the Local Borrower.

(c) Providing for Payment of the Loan. The Local Borrower may at any time provide for the payment and discharge of the Loan, as provided in this subsection. The Loan shall be deemed to have been paid and discharged if:

(i) the Local Borrower has delivered to the Authority proof satisfactory to the Authority that the Local Borrower has deposited with a financial institution acceptable to the Authority, in trust for and irrevocably committed to payments on the Loan, cash or non-callable direct obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) and obligations of any agency or instrumentality of the United States of America the timely payment of the principal of and interest on which are unconditionally guaranteed by the United States of America, which are of such maturities and interest payment dates, and bear such interest, as will be sufficient together with any moneys also deposited, without further investment or reinvestment of either the principal amount or the interest earnings (which earnings are to be held likewise in trust and so committed), to pay all the amounts due under the Loan, as set forth in the Loan Repayment Schedule contained in Exhibit A, as evidenced in a report of an independent firm of nationally recognized certified public accountants addressed to and delivered to the Authority; and

(ii) the Authority has received a bond counsel opinion (as described in Section 6.2(b) and (c) below) to the effect that the deposit of funds and the investment of such deposit, as described in the preceding paragraph, will not, by itself, adversely affect the exclusion from gross income of interest on the Loan or any Authority Bonds for federal income tax purposes.

Section 2.5 **Source of Repayment of Local Borrower's Obligations and Pledge**. The Local Borrower irrevocably pledges the Source of Repayment described in this Loan Agreement for the punctual payment of all amounts due under the Loan Agreement. The Authority and the Local Borrower agree that the amounts payable by the Local Borrower under this Loan Agreement are payable solely from the Source of Repayment described in this Loan Agreement and are not payable from any other source whatsoever, unless the Local Borrower chooses to pay, and pays, any amount due hereunder from any other source lawfully available to it.

Section 2.6 **Insurance**. The Local Borrower shall maintain or cause to be maintained in force, insurance policies with responsible insurers or self-insurance programs or through membership in a risk retention pool, including, but not limited to, the Arizona Municipal Risk Retention Pool (in accordance with the Local Borrower's customary practices) providing against risk of direct physical loss, damage or destruction of the Project and the System, at least to the extent that similar insurance is usually carried by utilities constructing, operating and maintaining system facilities of the nature of the System, including liability coverage, all to the extent available at reasonable cost.

Section 2.7 **No Liens**. The funds so pledged as described in this Loan Agreement after the payment of all costs of operating and maintaining the System, are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto which are prior to, or of equal rank with, the obligation of the Local Borrower to pay this Loan Agreement, and all corporate or other action on the part of the Local Borrower to that end has been and will be duly and validly taken, except for:

(a) the debt service on any future bonds, notes or other evidence of indebtedness of the Local Borrower issued or contractual obligations incurred in accordance with this Loan Agreement payable from the funds pledged to the payment of this Loan Agreement which are on parity with the lien and charge on the funds so pledged to pay this Loan Agreement and

(b) as provided in Exhibit D of this Loan Agreement, the debt service on currently outstanding bonds, notes or evidences of indebtedness or contractual obligations of the Local Borrower, if any, payable from the Source of Repayment described in Exhibit D of this Loan Agreement which the Local Borrower has disclosed to the Authority in writing.

Section 2.8 **Disadvantaged Business Enterprises**. As applicable, the Local Borrower shall comply with 40 C.F.R Part 33[1]including but not limited to:

Local Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Disadvantage Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in sections (a) through (e) above.

These conditions must be included in all procurement contracts entered into by the Local Borrower for all DWRF and CWRF projects:

(a) The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.

(b) The prime contractor must notify the owner in writing prior to the termination of any Disadvantage Business Enterprise subcontractor for convenience by the prime contractor.

(c) If a Disadvantage Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement contractor.

[1] See Article 9 for a full list of applicable federal laws and authorities relating to Participation by Disadvantaged Business Enterprises in Procurement Under Environmental Protection Agency (EPA) Financial Assistance Agreements.

(d) The prime contractor must continue to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

(e) The prime contractor must provide EPA Form 6100-2 DBE Program Subcontractor Participation Form to all of its Disadvantaged Business Enterprise subcontractors. Disadvantaged Business Enterprise subcontractors may send completed Form 6100-2 directly to the Region 9 DBE Coordinator listed below.

Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

(f) The prime contractor must have its Disadvantaged Business Enterprise subcontractors complete EPA Form 6100-3 – DBE Program Subcontractor Performance Form. The prime contractor must include all completed forms as part of the prime contractor's bid or proposal package to the Local Borrower.

(g) The prime contractor must complete and submit EPA 6100-4 DBE Program Subcontractor Utilization Form as part of the prime contractor's bid or proposal package to the Local Borrower.

(h) A Local Borrower must ensure that each procurement contract it awards contains the following terms and conditions:

> The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Article 3 Representations of Local Borrower

The Local Borrower represents for the benefit of the Authority that the representations contained in this Loan Agreement are true at the time of execution and delivery of this Loan Agreement and, other than with respect to events outside of Local Borrower's control, will be true in all material respects at all times during the term of this Loan Agreement.

Section 3.1 **Organization and Authority**.

(a) The Local Borrower is a Political Subdivision or Indian Tribe as defined in the Authority Act.

(b) The Local Borrower has full legal right and authority and has, or will obtain as and when required, all necessary licenses and permits required to acquire, own, operate and maintain the Project and the System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, to pledge the Source of Repayment, and to carry out and consummate all transactions contemplated by this Loan Agreement. The Project is a project which the Local Borrower may undertake pursuant to State law and for which the Local Borrower is authorized by law to borrow money.

(c) The proceedings of the Local Borrower's governing body approving this Loan Agreement and authorizing its execution, issuance and delivery on behalf of the Local Borrower, and authorizing the Local Borrower to undertake and complete the Project have been duly and lawfully adopted in accordance with the laws of the State.

(d) This Loan Agreement has been duly authorized, executed and delivered by an Authorized Officer of the Local Borrower; and, assuming that the Authority has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed and delivered this Loan Agreement, this Loan Agreement constitutes a legal and valid obligation of the Local Borrower enforceable in accordance with its terms, and the information contained under "Description of the Loan" in this Loan Agreement is true and accurate in all material respects.

Section 3.2 **Full Disclosure**.

(a) To the best of the Local Borrower's knowledge, there is no fact that the Local Borrower has not disclosed to the Authority in writing that materially adversely affects the properties, activities, prospects or condition (financial or otherwise) of the Local Borrower or the System, or the ability of the Local Borrower to make all Loan Repayments due hereunder and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(b) The information relating to the Local Borrower (including without limitation the financial and statistical data contained therein) submitted to the Authority by the Local Borrower in connection with the Authority's approval of the Loan was at the time of the Authority's approval of the Loan and at all times subsequent thereto up to and including the Loan Closing, will be (if necessary by amendment provided by the Local Borrower) true and correct and will not contain an untrue statement of material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any adverse respect. To the extent permitted by law, and notwithstanding any other provision of this Loan Agreement, the Local Borrower will indemnify, save and hold harmless the Authority, and each of the Authority's agents, for, from and against any and all claims, damages, liability and court awards including costs, expenses and reasonable attorneys' fees incurred as a result of any omission or misstatement of material fact in the information submitted to the Authority by the Local Borrower in connection with the Authority's approval of the Loan, as it may have been supplemented and amended by the Local Borrower.

Section 3.3 **Pending Litigation**. There are no proceedings pending, or to the knowledge of the Local Borrower, threatened, against or affecting the Local Borrower, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Local Borrower or the System, or the ability of the Local Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement that have not been disclosed in writing to the Authority in the Local Borrower's application for the Loan or otherwise.

Section 3.4 **Compliance with Existing Laws and Agreements**. The authorization, execution and delivery of this Loan Agreement by the Local Borrower, the observance and performance by the Local Borrower of its duties, covenants, obligations and agreements hereunder and the consummation of the transactions provided for in this Loan Agreement, the compliance by the Local Borrower with the provisions of this Loan Agreement and the undertaking and completion of the Project will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Local Borrower pursuant to any existing ordinance or resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument (other than the lien and charge of this Loan Agreement and any ordinance or resolution or indenture which authorized outstanding obligations of the Local Borrower which are on a parity with this Loan Agreement as to a lien on, or a source and security for, payment thereon from the source of payment that is pledged to the Loan Repayments) to which the Local Borrower is a party or by which the Local Borrower, the System or any of its property or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Local Borrower was established or any laws, ordinances, resolutions, governmental rules, regulations or court orders to which the Local Borrower, the System or its properties or operations are subject.

Section 3.5 **No Defaults**. No event has occurred and no condition exists that, upon authorization, execution and delivery of this Loan Agreement or receipt of the amount of the Loan, would constitute an Event of Default hereunder. The Local Borrower is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Local Borrower or the ability of the Local Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

Section 3.6 **Governmental Consent**. The Local Borrower has or will have obtained prior to the date of the Loan Closing all permits and approvals required to date by any governmental body or officer (and reasonably expects to receive all permits required in the future by any governmental agency) for the making, observance and performance

by the Local Borrower of its duties, obligations and agreements under this Loan Agreement or for the undertaking or completion of the Project and the financing thereof, and the Local Borrower has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the Local Borrower of its duties, covenants, obligations and agreements under this Loan Agreement or with the undertaking or completion of the Project and the financing thereof; and the Local Borrower has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the Local Borrower of its duties, covenants, obligations and agreements under this Loan Agreement or with the undertaking or completion of the Project and the financing thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental body or officer, other than those already obtained or reasonably expected to be obtained, is required on the part of the Local Borrower as a condition to the authorization, execution and delivery of this Loan Agreement, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

Section 3.7 **Compliance with Law**. The Local Borrower:

(a) is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject and the failure to comply with which would materially adversely affect the ability of the Local Borrower to conduct its activities or undertake or complete the Project or the condition (financial or otherwise) of the Local Borrower or the System; and

(b) has obtained, or will obtain as and when required, all licenses, permits, franchises or other governmental authorizations necessary for the ownership of its property or for the conduct of its activities which, if not obtained, would materially adversely affect the ability of the Local Borrower to undertake or complete the Project or the condition (financial or otherwise) of the Local Borrower or the System.

Article 4 Assignment

Section 4.1 **Assignment and Transfer by Authority**. The Local Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement that the Authority deems to be necessary in connection with the Clean Water Revolving Fund and Drinking Water Revolving Fund programs of the Authority.

Section 4.2 **Assignment by Local Borrower**. Except for assignments governed by Section 6.7 hereof, this Loan Agreement may not be assigned by the Local Borrower for any reason, unless the following conditions shall be satisfied: (a) the assignee shall be a governmental unit within the meaning of Section 141(c) of the Code or another entity acceptable to the Authority and the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Local Borrower's duties, covenants, agreements and obligations hereunder; (b) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Local Borrower hereunder; and (c) the Authority shall receive an opinion of counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Authority with, or condition of any grant received by the Authority from the United States of America relating to the Capital Grant Facility or any capitalization grants received by the Authority or the State under the Federal Water Pollution Control Act and the Federal Safe Drinking Water Act.

No assignment shall relieve the Local Borrower from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Local Borrower shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

Article 5 Defaults and Remedies

Section 5.1 **Events of Default**. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "*Event of Default*":

(a) failure by the Local Borrower to pay, or cause to be paid, when due any Loan Repayment;

(b) failure by the Local Borrower to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Local Borrower for borrowed money (other than the Loan), after giving effect to the applicable grace period, the payments of which are secured by the Source of Repayment described in this Loan Agreement;

(c) failure by the Local Borrower to perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraphs (a) and (b) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Local Borrower by the Authority, unless the Authority agrees in writing to an extension of such time prior to its expiration, provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Authority may not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Local Borrower and diligently pursued until the Event of Default is corrected;

(d) the institution of any proceeding, with the acquiescence of the Local Borrower, for the purpose of effecting a composition between the Local Borrower and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from the Source of Repayment described in this Loan Agreement;

(e) a determination by the Authority that any material representation made by or on behalf of the Local Borrower contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement, is false or misleading in any material respect; and

(f) the filing of a petition by or against the Local Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Local Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or the Local Borrower becoming insolvent or bankrupt or making an assignment for the benefit of its creditors; or the appointment of a custodian (including, without limitation, a receiver, liquidator or trustee of the Local Borrower or any of its property including the System) by court order, or possession of the Local Borrower or its property or assets is taken if such order remains in effect or such possession continues for more than thirty (30) days.

Section 5.2 **Notice of Default**. The Local Borrower shall give the Authority prompt telephone notice of the occurrence of any Event of Default referred to in Section 5.1 paragraph (c) hereof, and of the occurrence of any other event or condition that constitutes an Event of Default, at such time as any senior administrative or financial officer of the Local Borrower becomes aware of the existence thereof. Any telephone notice pursuant to this Section shall be confirmed in writing by the end of the next Business Day. The Local Borrower shall also give such notice as is required by Section 6.12, paragraph (a) hereof.

Section 5.3 **Remedies on Default.**

(a) Whenever an Event of Default referred to in Section 5.1 hereof shall have occurred and be continuing, the Authority shall have the right to take any action permitted or required pursuant to this Loan Agreement and to take whatever other action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due on their scheduled payment dates or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Local Borrower hereunder, including, without limitation, appointment of a receiver of the System.

(b) Nothing in this Loan Agreement shall be construed to affect the Attorney General taking action to enforce this Loan Agreement in accordance with the Authority Act.

Section 5.4 **Attorney's Fees and Other Expenses**. In the event of a default hereunder by the Local Borrower, the Local Borrower shall on demand and to the extent not prohibited by applicable law pay to the Authority the reasonable fees and expenses of attorneys and other reasonable expenses (including without limitation the reasonably allocated costs of in-house counsel and legal staff) incurred by the Authority in the collection of Loan

Repayments or any other sum due hereunder or in the enforcement of performance or observance of any other duties, covenants, obligations or agreements of the Local Borrower, in addition to all sums due pursuant to Section 6.12, paragraph (c) hereof, to the extent permitted by law.

Section 5.5 **Application of Moneys**. The parties acknowledge that: (a) all amounts coming due hereunder as Loan Repayments shall be treated as principal and combined interest and fees with respect to the Loan which amounts are secured by a pledge of the Source of Repayment in accordance with Exhibit D of this Loan Agreement; and (b) amounts coming due under Section 5.4 hereof shall be secured by the Source of Repayment on a basis subordinate to the Loan Repayments, but on a parity with comparable expenses relating to such Outstanding Parity Obligations and Additional Parity Obligations.

However, any moneys collected by the Authority pursuant to Section 5.3 in the exercise of remedies with respect to amounts due or to become due hereunder shall be applied: (a) first, to pay any attorney's fees or other fees and expenses owed by the Local Borrower pursuant to Section 5.4 hereof, (b) second, to pay delinquent combined interest fees and late charges on the Loan; (c) third, to pay combined interest and fees then due and payable on the Loan; (d) fourth, to pay delinquent principal on the Loan in order of scheduled maturity; (e) fifth, to pay principal then due and payable on the Loan; and (f) sixth, to pay any other amounts due and payable pursuant to this Loan Agreement.

Section 5.6 **No Remedy Exclusive; Waiver; Notice**. No remedy conferred upon or reserved to the Authority hereunder is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it as described in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 5.7 **Retention of Authority's Rights**. Notwithstanding any assignment or transfer of this Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the Authority shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Local Borrower at law or in equity, as the Authority may, in its discretion, deem necessary to enforce the obligations of the Local Borrower to the Authority.

Section 5.8 **Default by the Authority**. In the event of any default by the Authority in any duty, covenant, agreement or obligation described in this Agreement, the Local Borrower's remedy for such default shall be limited to injunction, special action, action for specific performance or any other available equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the Authority described herein as may be necessary or appropriate. The Authority shall on demand pay to the Local Borrower the reasonable fees and expenses of attorneys and other reasonable expenses in the enforcement of such performance or observance.

Article 6 Provisions Applicable to Loans Financed by or Pledged to Secure Authority Bonds

Section 6.1 **General.** The Local Borrower acknowledges that the Authority is entering into this Loan Agreement and agreeing to make the Loan at this time for the benefit of the Local Borrower, and that the Authority may finance the Loan, along with other loans to other local borrowers, through the issuance of Authority Bonds and may pledge the Loan to secure Authority Bonds. If and for so long as the Authority's source of funds to make disbursements on, or to carry, the Loan represented by this Loan Agreement is, or becomes, the proceeds of Authority Bonds, or this Loan Agreement is assigned by the Authority as security for payment of amounts due or to become due on Authority Bonds, the Local Borrower agrees to cooperate with the Authority with respect to the issuance of Authority Bonds by furnishing and certifying information concerning the Local Borrower, the Project, the System and the Source of Repayment, and by agreeing to reasonable modifications and additions to this Loan Agreement necessary or convenient for the Authority Bond transaction. Without limiting the generality of the foregoing, the Local Borrower

agrees that if the Authority at any time determines, in its discretion, that it is necessary in connection with the issuance of Authority Bonds or the maintenance of the Authority's bond program, then the provisions set forth in this Article shall be in effect.

Section 6.2 **Tax Covenants**.

(a) General. The Local Borrower acknowledges that, in connection with its state revolving fund programs, the Authority issues its Authority Bonds from time to time to finance loans and the Authority also pledges certain loans to secure and to serve as the source of payment for the Authority Bonds. As a result, and under the provisions of federal tax law applicable to the Authority Bonds, it is in the Authority's interest for the Loan to qualify and be a Tax-Exempt Obligation that is not an AMT Obligation. Therefore, the Local Borrower represents and covenants as follows with respect to the Loan and the Authority Bonds. The Local Borrower covenants that it will not take any action, or fail to take any action, if any such action or failure to take such action would adversely affect the exclusion from gross income of the interest on the Loan or the Authority Bonds under Section 103(a) of the Internal Revenue Code or cause the interest on the Loan or the Authority Bonds to become an AMT Obligation, and in the event of such action or omission, it will, promptly upon having such brought to its attention, take such reasonable actions based upon a bond counsel opinion as may rescind or otherwise negate such action or omission. The Local Borrower will not directly or indirectly use or permit the use of any proceeds of the Loan or any other funds of the Local Borrower or take or omit to take any action that would cause the Loan or the Authority Bonds to be or become "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code or to fail to meet any other applicable requirement of Sections 103, 141, 148, 149 and 150 of the Internal Revenue Code or cause the interest on the Loan or the Authority Bonds to become an item of tax preference for purposes of the alternative minimum tax under the Code. To that end, the Local Borrower will comply with all applicable requirements of Sections 103, 141, 148, 149 and 150 of the Code to the extent applicable to the Loan.

(b) Modification Based on Bond Counsel Opinion. Notwithstanding any provision of this Section, if the Local Borrower provides to the Authority a bond counsel opinion to the effect that any action required under this Section is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of interest on the Loan or the Authority Bonds pursuant to Section 103(a) of the Internal Revenue Code, the provisions of this Section and the covenants in this Section shall be deemed to be modified to that extent.

(c) Bond Counsel Opinion. For purposes of this Article, "bond counsel opinion" means an opinion letter of a firm of attorneys of national reputation experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds, and who is acceptable to the Authority.

Section 6.3 **Third Party Beneficiaries**. The Trustee, the owners from time to time of the Authority Bonds, any Credit Enhancer from time to time of the Authority Bonds and any underwriter of the Authority Bonds are each expressly acknowledged to be third party beneficiaries of this Loan Agreement and each representation, agreement, duty, obligation and provision of this Loan Agreement.

Section 6.4 **Additional Documents Relating to Authority Bonds**. The Local Borrower will furnish to the Authority and certify to such information and execute and deliver and cause to be executed and delivered such documents as the Authority, the underwriter or other parties to any Authority Bond transaction may reasonably require, including, without limitation:

(a) a certificate of an Authorized Officer of the Local Borrower to the effect that the information contained in the Final Official Statement (defined in Section 6.5, paragraph (a)) for the Authority Bonds concerning the Local Borrower is correct in all material respects and is an accurate summary of the information which it purports to summarize, and that nothing has come to the Authorized Officer's attention that would lead the Authorized Officer to believe that the information in the Final Official Statement relating to the Local Borrower contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and

(b) subject to the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12 (the "*Disclosure Rule*"), a continuing disclosure undertaking of the Local Borrower meeting the requirements of the Disclosure Rule , and a statement of the Local Borrower as to whether it has failed to provide any information and

notices required by the provisions of previous continuing disclosure undertakings, if any, of the Local Borrower under the Disclosure Rule, and if it has not, describing the circumstances and status of such failure; and

(c) an appropriate certificate executed by Authorized Officer of the Local Borrower concerning the reasonable expectations of the Local Borrower as to the use of the proceeds of the Loan and such other matters as may be required on the part of the Local Borrower in order to ensure that the Authority Bonds are and will remain Tax-Exempt Obligations that are not AMT Obligations, and the Local Borrower covenants to comply with the provisions of such certificate; and

(d) such other certificates, documents and information, and supplemental opinions of Local Borrower's counsel, as the Authority, the underwriters of the Authority Bonds or other parties to the Authority Bonds transaction may reasonably require and as are necessary to confirm the continued truth and accuracy of information supplied by or on behalf of the Local Borrower.

Section 6.5 **Disclosure Regarding Authority Bonds**.

(a) The information, if any, relating to the Local Borrower (including without limitation the financial and statistical data contained therein) which has been furnished by the Local Borrower to be included in, and which is included in, a Preliminary Official Statement of the Authority (the "*Preliminary Official Statement*"), or a final Official Statement (the "*Final Official Statement*") of the Authority concerning any Authority Bonds, as of the respective dates of each such document and at all times subsequent thereto up to and including the Bond Closing, will be (if necessary by amendment provided by the Local Borrower) true and correct and will not contain an untrue statement of material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. To the extent permitted by law, and notwithstanding any other provision of this Loan Agreement, the Local Borrower will indemnify, save and hold harmless the Authority and each other local borrower, if any, included in the Final Official Statement, and each of such parties' respective agents, for, from and against any and all claims, damages, liability and court awards including costs, expenses and attorneys fees incurred as a result of any omission or misstatement of a material fact in the Local Borrower's information in the Final Official Statement, as it may have been supplemented or amended by the Local Borrower.

(b) The Local Borrower agrees that from the date of the Final Official Statement and for a period until not later than 25 days after the date of the Bond Closing if and so long as the offering of the Authority Bonds continues (i) the Local Borrower will furnish such information with respect to itself as the Authority (for itself or at the request of the underwriters of the Authority Bonds) may from time to time reasonably request and (ii) if any event shall occur as a result of which it is necessary, in the opinion of Bond Counsel to the Authority, or counsel for the underwriters of the Authority Bonds, to amend or supplement the information in the Final Official Statement relating to the Local Borrower in order to make such information not misleading in light of the circumstances then existing, the Local Borrower will forthwith prepare, and furnish to the Authority and the underwriters such information relating to the Local Borrower as may be necessary to permit the preparation of an amendment of or supplement to the Final Official Statement (in form and substance satisfactory to the Bond Counsel to the Authority and counsel for the underwriters) which will amend or supplement the Final Official Statement so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances then existing, not misleading.

(c) The Local Borrower agrees that if prior to the 25th day following the end of the underwriting period of the Authority Bonds, as defined for purposes of the Disclosure Rule, any event shall occur which causes the representations contained in Section 6.4, paragraph (a) to be false in any material respect, the Local Borrower shall promptly notify the Authority of such development, and if in the opinion of the Authority and the underwriters of the Authority Bonds such development requires the preparation of a supplement or an amendment to the Preliminary Official Statement or the Final Official Statement, the Local Borrower agrees to cooperate with the Authority and the underwriters for the Authority Bonds in preparing any such supplement or amendment in a form acceptable to such parties and to pay all reasonable expenses incurred by such parties in connection with the preparation thereof.

Section 6.6 **Assignment and Transfer by Authority to Trustee**.

(a) The Local Borrower expressly acknowledges that, other than the right of the Authority to be indemnified by the Local Borrower, all right, title and interest of the Authority in, to and under this Loan Agreement will be assigned to the Trustee as security for the Authority Bonds, as applicable, as provided in the Authority's Master Trust Indenture, and that if any Event of Default shall occur the Trustee, pursuant to the Authority's Master Trust Indenture, shall be entitled to act hereunder in the place and stead of the Authority. The Local Borrower hereby acknowledges the requirements of the Authority's Master Trust Indenture applicable to the Authority Bonds and consents to such assignment and appointment. The Authority shall retain the right to compel or otherwise enforce observance and performance by the Local Borrower of its duties, covenants, obligations and to be indemnified by the Local Borrower; provided, however, that in no event shall the Authority or the Trustee have the right to accelerate the payments under this Loan Agreement.

(b) The Local Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement that the Authority deems to be necessary in connection with any refunding of the Authority Bonds or otherwise in connection with the Clean Water Revolving Fund and Drinking Water Revolving Fund programs of the Authority.

Section 6.7 **Conditions to Assignment by Local Borrower**. Notwithstanding Section 4.2, this Loan Agreement may not be assigned by the Local Borrower for any reason, unless the following conditions shall be satisfied: (a) the Authority, the Trustee and the Credit Enhancer, if any, of the Authority Bonds shall have approved said assignment in writing; (b) the assignee shall be a governmental unit within the meaning of Section 141(c) of the Internal Revenue Code or another entity acceptable to the Authority and the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Local Borrower's duties, covenants, agreements and obligations hereunder; (c) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Local Borrower hereunder; (d) the Authority and the Trustee shall have received an opinion of bond counsel to the effect that such assignment will not adversely affect the exclusion of interest on the Authority Bonds from gross income for purposes of Federal income taxation under Section 103(a) of the Code or make the Authority Bonds or the Loan AMT Obligations; and (e) the Authority and the Trustee shall receive an opinion of counsel to the effect that such assignment will not violate the provisions of the Master Trust Indenture or any agreement entered into by the Authority with, or condition of any grant received by the Authority from, the United States of America relating to the Capital Grant Facility or any capitalization grants received by the Authority or the State under the Federal Water Pollution Control Act and the Federal Safe Drinking Water Act.

No assignment shall relieve the Local Borrower from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Local Borrower shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

Section 6.8 **Sale or Other Disposition of Project or System**. The Local Borrower agrees that it will not sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Project or the System unless (a) the transferee assumes the Local Borrower's obligations under this Loan Agreement in accordance with Section 6.6, (b) the Authority shall by appropriate action determine, in its sole discretion, that such sale, lease, abandonment or other disposition will not adversely affect the Authority's ability to meet its duties, covenants, obligations and agreements under the Bond Documents, and will not adversely affect the eligibility of interest on Authority Bonds then outstanding or which could be issued in the future for exclusion from gross income for purposes of federal income taxation or cause such Authority Bonds to be AMT Obligations, and (c) the Credit Enhancer, if any, of the Authority Bonds shall have given its prior written consent to such disposition.

Section 6.9 **Deficiencies Under Bond Documents Caused by Failure to Make Loan Repayment**. The Local Borrower acknowledges that payment of the Authority Bonds by the Authority, including payment from moneys drawn by the Trustee from the Bond Reserves or the CWRF Financial Assistance Account and DWRF Financial Assistance Account~~s~~ established under the Bond Documents, does not constitute payment of the amounts due under this Loan Agreement. If at any time the amounts on deposit in the Bond Reserves or the CWRF Financial Assistance Account and DWRF Financial Assistance Account~~s~~ shall be less than the amounts required by the Bond Documents as the result of any transfer of moneys from the Bond Reserves or the CWRF Financial Assistance Account and DWRF Financial Assistance Account~~s~~ which in turn is the result of a failure by the Local Borrower to make any Loan Repayments required hereunder, the Local Borrower agrees to (a) replenish such moneys so transferred, and (b) replenish any deficiency arising from losses incurred in making such transfer as the result of the

liquidation by the Authority of investment securities acquired as an investment of moneys in the Bond Reserves or the CWRF Financial Assistance Account and DWRF Financial Assistance Accounts, by making payments to the Authority in equal monthly installments for the lesser of six (6) months or the remaining term of the Loan at a combined interest and fee rate to be determined by the Authority necessary to make up any loss caused by such deficiency, provided that the combined interest and fee rate payable on the Loan including such make-up combined interest and fees shall not exceed the maximum rate permitted by the Authorizing Proceedings which authorized this Loan Agreement.

Section 6.10 **Indemnification**. To the extent permitted by law, the Local Borrower shall indemnify, save and hold harmless the Authority against any and all claims, damages, liability and court awards including costs, expenses and attorney fees to the extent incurred as a result of any gross negligence or willful misconduct by the Local Borrower, or its employees, agents or subcontractors pursuant to the terms of this Loan Agreement.

Section 6.11 **Compliance with Master Trust Indenture**. The Local Borrower covenants and agrees to take such action as it may lawfully take and as the Authority shall reasonably request so as to enable the Authority to observe and comply with, all duties, covenants, obligations and agreements contained in the Master Trust Indenture insofar as such duties, covenants, obligations and agreements relate to the obligations of the Local Borrower under this Loan Agreement.

Section 6.12 **Provisions Relating to Default**.

(a) Any notice or information which the Local Borrower is to give to the Authority pursuant to the provisions of Article 5 shall also be given by the Local Borrower to the Trustee and to any Credit Enhancer at the same time.

(b) Notwithstanding the provisions of Section 5.3, paragraph (a) and Section 5.7, so long as a Credit Enhancer is not in default of its obligations with respect to its payment guarantee of the Authority Bonds and such guarantee is in effect, the Credit Enhancer shall have the right to direct the exercise of remedies provided for herein and the Trustee and the Authority shall not pursue any remedy except with the prior written consent of the Credit Enhancer.

(c) In the event of a default hereunder by the Local Borrower, the Local Borrower shall also pay the expenses of the Trustee and of any Credit Enhancer in the same manner as provided in Section 5.4 with respect to the expenses of the Authority.

Article 7 Miscellaneous

Section 7.1 **Binding Effect**. This Loan Agreement shall inure to the benefit of and shall be binding upon the Authority and the Local Borrower and their respective successors and assigns.

Section 7.2 **Severability**. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any Court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 7.3 **Amendments, Supplements and Modifications**. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority and the Local Borrower.

Section 7.4 **Execution in Counterparts**. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.5 **Captions**. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

Section 7.6 **Further Assurances**. The Local Borrower shall, at the request of the Authority, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights and agreements granted or intended to be granted by this Loan Agreement.

Section 7.7 **State of Arizona Contract Provisions**.

(a) Books and Records. As required by the provisions of Arizona Revised Statutes Section 35-214, the Local Borrower agrees that all books, accounts, reports, files and other records relating to this Loan Agreement shall be retained and shall be subject at all reasonable times to inspection and audits by the Authority for five years after completion of this Loan Agreement, and that upon request by the Authority such records shall be produced at any of the Authority offices designated herein as the place at which notices to the Authority are to be given.

(b) Prohibition Against Discrimination. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order 2009-9, entitled "Prohibition of Discrimination in State Contracts Non-Discrimination in Employment by Government Contractors and Subcontractors," which mandates that all persons, regardless of race, color, religion, sex, age, or national origin shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Local Borrower shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

(c) Governing Law and Forum. This Loan Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State of Arizona, except as such laws may be preempted by any federal rules or regulations. The parties hereto expressly acknowledge and agree and all Local Borrowers by their acceptance thereof shall be deemed to have acknowledged and agreed that any judicial action to interpret or enforce the terms of this Loan Agreement against the Authority shall be brought and maintained in the Superior Court of the State of Arizona in and for Maricopa County or in the United States District Court in and for the District of Arizona.

(d) Arbitration. In the event of a dispute, the parties agree to use arbitration, after exhausting applicable administrative review, to the extent required by Arizona Revised Statutes Section 12-1518, and the prevailing party shall be entitled to attorney's fees and costs with respect thereto.

(e) Notice of Arizona Revised Statutes Section 38-511 – Cancellation. Notice is hereby given of the provisions of Arizona Revised Statutes Section 38-511, as amended. By this reference, the provisions of said statute are incorporated herein to the extent of their applicability to this Loan Agreement under the law of the State of Arizona.

(f) Additional Warranties and Certifications from the Local Borrower. In compliance with Section 23-214(B) of the Arizona Revised Statutes, the Local Borrower warrants to the Authority that either (i) it is not an "employer" (within the meaning of Arizona Revised Statutes Section 23-214(B)) or (ii) it is registered with and is participating in the employment verification pilot program as jointly administered by the United States department of homeland security and the social security administration or any of its successor programs (the "E-Verify Program") and that the proof submitted to the Authority of that registration and participation is true and correct. The Local Borrower agrees that, until the Loan is fully paid, at all times during which it is an "employer" (within the meaning of Arizona Revised Statutes Section 23-214(B)) it will be registered with and will participate in the E-Verify Program. The breach by the Local Borrower of the foregoing shall be deemed a material breach by the Local Borrower of this Loan Agreement and may result in penalties up to and including the termination of this Loan Agreement. If the Authority determines that the Local Borrower is not so registered and participating when required, the Authority will notify the Local Borrower by certified mail of the determination of noncompliance and the Local Borrower's right to appeal the determination. On a final determination of noncompliance, the Local Borrower shall repay all monies received as an economic development incentive (within the meaning of Arizona Revised Statutes Section 23-214(B)) to the Authority within thirty days of the final determination.

Article 8 Definitions

Section 8.1 **Definitions**. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meaning:

"*AMT Obligation*" means a Tax-Exempt Obligation the interest on which is an item of tax preference for purposes of the alternative minimum tax under the Code.

"*Annual Loan Review Form*" means the loan compliance questionnaire circulated by the Authority to all borrowers as part of the Authority's annual loan portfolio review.

"*Authority*" means the Water Infrastructure Finance Authority of Arizona, a body corporate and politic of the State of Arizona duly created and validly existing under and by virtue of the Authority Act.

"*Authority Act*" means Title 49, Chapter 8 (Section 49-1201 et seq.) of the Arizona Revised Statutes ("A.R.S.").

"*Authority Bonds*" means any bonds of the Authority issued to finance the State's revolving fund established pursuant to the Water Pollution Control Act, as amended, and the Safe Drinking Water Act, as amended.

"*Authorized Officer*" means, (i) with respect to the Local Borrower, the person whose name is set forth in this Loan Agreement or such other person or persons authorized by the Local Borrower to act as an authorized officer of the Local Borrower to perform any act or execute any document relating to the Loan or this Loan Agreement whose name is furnished in writing to the Authority and the Trustee; and (ii) with respect to the Authority, the Chairman, Vice Chairman, Executive Director, or any other person or persons designated by the Board to act on behalf of the Authority with respect to this Loan Agreement; the designation of such person or persons shall be evidenced by a written certificate containing a specimen signature of such person or persons and signed on behalf of the Authority by its Chairman or Vice Chairman.

"*Bond Closing*" means the date of initial delivery of and payment for the Authority Bonds.

"*Bond Documents*" means and includes the Master Trust Indenture, any supplemental indenture and any comparable or related document pursuant to which the Authority Bonds are issued, and all further amendments and supplements thereto adopted in accordance with the provisions thereof.

"Bond Reserves" means reserves established by the Bond Documents for the Authority Bonds to secure timely payment of amounts due on the Authority Bonds even if one or more local borrowers do not make timely payments on their loans.

"*Business Day*" means any day other than a Saturday, Sunday or legal holiday or a day on which banking institutions, in the city in which the designated office of the Authority (being Phoenix, Arizona) is located, are closed.

"*Capital Grant Facility*" means the contractual arrangement established with the Authority by the United States of America Environmental Protection Agency to make capitalization grant payments pursuant to Title VI of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 125 et seq.) and the Federal Safe Drinking Water Act, as amended (particularly 42 U.S.C. § 300j-12 et seq.).

"*Clean Water Act*" means the Federal Water Pollution Control Act amendments of 1972 (P.L. 92-500; 86 Stat. 816), as amended by the Water Quality Act of 1987 (P.L. 100-4; 101 Stat. 7) and the Water Resources Reform and Development Act of 2014 (P.L. 113-21, 128 Stat. 1193).

"*Clean Water Revolving Fund*" (CWRF) means the fund established by A.R.S. § 49-1221.

"*Code*" means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

"*Combined Interest and Fee Rate*" means periodic interest and fee payments made by the Borrower, see Exhibit A to this Loan Agreement.

"*Construction Period"* means the period from the date of the Loan Closing until the date of the final disbursement of proceeds of the Loan pursuant to this Loan Agreement, but in no event later than the third anniversary of the Loan Closing.

"*Cost*" means those costs that are eligible to be funded from draws under the Capital Grant Facility and are reasonable, necessary and allocable to the Project and are permitted by generally accepted government auditing standards to be costs of the Project.

"*Credit Enhancer*" means the entity so designated in the Bond Documents, if any, or any successor thereto, that from time to time has issued and outstanding a municipal bond insurance policy or similar payment guarantee relating to the Authority Bonds.

"*CWRF Financial Assistance Account*" means the account so designated in the Master Trust Indenture to which loans funded by the Clean Water Revolving Fund shall be credited.

"*Debt Management Fee*" means the fee component of the combined interest and fee payments made by the Borrower, see Exhibit A to this Loan Agreement.

"*Department*" means the Department of Environmental Quality of the State of Arizona.

"*Drinking Water Facility*" has the meaning given that term in the Authority Act, currently: a community water system or a non-profit noncommunity water system as defined in the Federal Safe Drinking Water Act (P.L. 93-523; 88 Stat. 1660l; P.L. 95-190; 91 Stat. 1393; P.L. 104-182; 110 Stat. 1613) that is located in the State. The term does not include water systems owned by federal agencies.

"*Drinking Water Revolving Fund*" (DWRF) means the fund established by A.R.S. § 49-1241.

"*DWRF Financial Assistance Account*" means the account so designated in the Master Trust Indenture to which loans funded by the Drinking Water Revolving Fund shall be credited.

"*Eligible Project Costs*" means, whether incurred before or after the date of this Loan Agreement, such portion of the Costs as is disbursed by the Authority for the benefit of the Local Borrower. The Local Borrower and the Authority acknowledge that the actual Eligible Project Costs for the Project have not been determined as of the effective date of this Loan Agreement. The final Eligible Project Costs shall be established after all disbursements have been made.

"*Event of Default*" means any occurrence or event specified in Section 5.1 hereof.

"*Indian Tribe*" has the meaning given that term by the Authority Act, currently: any Indian tribe, band, group or community that is recognized by the United States Secretary of the Interior and that exercises governmental authority within the limits of any Indian reservation under the Jurisdiction of the United States government notwithstanding the issuance of any patent and including rights-of-way running through the reservation.

"*Loan*" means (a) during the Construction Period, the commitment to lend to the Local Borrower the Estimated Eligible Project Costs set forth in this Loan Agreement (as it may be amended or revised from time to time), and (b) thereafter, the amount of money equal to the Eligible Project Costs which is actually loaned to the Local Borrower pursuant to this Loan Agreement.

"*Loan Agreement*" or "*Agreement*" means this Loan Agreement, including the Exhibits and these Standard Terms and Conditions attached to this Loan Agreement, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"*Loan Closing*" means the date of execution and delivery of this Loan Agreement.

"*Loan Repayment Date*" means the payment dates commencing and ending on the dates set forth in this Loan Agreement.

"*Loan Repayments*" means the payments payable by the Local Borrower pursuant to this Loan Agreement.

"*Local Borrower*" means the Political Subdivision or Indian Tribe that is a party to and is described in the first paragraph of this Loan Agreement.

"*Master Trust Indenture*" means and includes the Master Trust Indenture dated as of August 1, 1999, as supplemented, and any comparable or related document, pursuant to which the Authority issues Authority Bonds.

"*Political Subdivision*" has the meaning given that term by the Authority Act, currently: a county, city, town or special taxing district authorized by law to construct wastewater treatment facilities.

"*Project*" is the project described in Section 2.1 of the Loan Agreement, all or a portion of the Cost of which is financed from the proceeds of the Loan.

"*Repayment Period*" means the period over which the principal amount of the Loan will be repaid which period begins and ends on the dates set forth in this Loan Agreement.

"*Repayment Principal Amount*" means the amount the Authority agrees to loan to the Local Borrower pursuant to this Loan Agreement or such lesser amount of actual Eligible Project Costs as represents the aggregate amount of the Loan actually made pursuant to this Loan Agreement.

"Reserve Fund Surety" means a surety bond, insurance policy, letter of credit or similar arrangement representing the irrevocable obligation of the issuer thereof to pay to or at the direction of the Local Borrower an amount up to the Reserve Requirement as set forth in Exhibit A.

"*Safe Drinking Water Act*" means the Federal Safe Drinking Water Act (P.L. 93-523; 88 Stat. 1660; P.L. 96-190; 91 Stat . 1393; P.L. 104-182; 110 Stat. 1613), as amended in 1996.

"*Source of Repayment*" means the "source of repayment" set forth in this Loan Agreement as defined in Exhibit D.

"*State*" means the State of Arizona.

"*System*" means the "System" as defined in Section 2.2 of the Loan Agreement.

"*Tax-Exempt Obligation*" means any obligation or issue of obligations (including bonds, notes and lease obligations treated for federal income tax purposes as evidences of indebtedness) the interest on which is excluded from gross income for federal income tax purposes within the meaning of Section 150 of the Code, and includes any obligation or any investment treated as a "tax-exempt bond" for the applicable purpose of Section 148 of the Code

"*Trustee*" means the Trustee appointed by the Authority pursuant to the Bond Documents and its successor or successors and any other corporation which may at any time be substituted in its place as Trustee pursuant to the Bond Documents.

Terms not otherwise defined herein shall have the meanings ascribed to them in Exhibit D to the Loan Agreement.

Section 8.2 **Rules of Interpretation**. For all purposes of this Loan Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of one gender include the corresponding words of other genders; words of neuter include both genders; and words in the singular include words in the plural and vice versa.

(b) Words indicating persons, parties, or entities (and the like) include firms, associations, partnerships (including limited partnerships), limited liability companies (and the like), corporations, trusts and other legal entities, including public and governmental bodies, as well as natural persons.

(c) References to a statute refer to the statute, as amended, and any successor statute, and to all regulations promulgated under or implementing the statute or successor statute, as in effect at the relevant time.

(d) References to a governmental or quasi-governmental entity or representatives thereof also refer to an entity that succeeds to the functions of the governmental or quasi-governmental entity and representatives thereof.

(e) Headings preceding sections of text and any table of contents are solely for convenience of reference and are not part of this Loan Agreement and are not to affect its meaning, interpretation or effect.

(f) Actions permitted under this Loan Agreement may be taken at any time and from time to time in the actor's sole discretion.

(g) The word "including" means "including, but not limited to" and the word "include" means "include, among others."

(h) The terms "hereby," "hereof," "herein," and "hereunder" (and the like) refer to this Loan Agreement.

(i) Indications of time of day mean local time in Phoenix, Arizona.

(j) This Loan Agreement shall be governed by and construed in accordance with the applicable law of the State of Arizona, except for its conflict of law rules and except as preempted by federal.

Article 9 List of Federal Laws and Authorities

By Section 5.4 and Section 5.5 of Exhibit B to the Loan Agreement, the Local Borrower agrees that the Project will comply with applicable provisions of the following federal laws and authorities:

Environmental:

1. Archaeological and Historical Preservation Act of 1974, Pub. L. 93-291; 16 U.S.C. § 469a-1.

2. Clean Air Act, Pub. L. 95-95, as amended; 42 U.S.C. § 7401 et. seq.

3. Clean Water Act, Titles II, IV, and V, Pub. L. 92-500, as amended.

4. Coastal Barrier Resources Act, Pub. L. 97-348; 16 U.S.C. § 3501 et. seq.

5. Coastal Zone Management Act, Pub. L. 92-583, as amended; 16 U.S.C. § 1451 et. seq.

6. Endangered Species Act, Pub. L. 93-205, as amended; 16 U.S.C. § 1531 et seq.

7. Environmental Justice, Executive Order 12898.

8. Farmland Protection Policy Act, Pub. L. 97-98; 7 U.S.C. § 4201 et seq.

9. Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended.

10. Floodplain Management, Executive Order 11988, as amended by Executive Order 12148.

11. Magnunson-Stevens Fishery Conservation and Management Act, Pub L. 94-265, as amended; 16 U.S.C. § 1801 et. seq.

12. National Historic Preservation Act of 1966, Pub. L. 89-665, as amended; 16 U.S.C. § 470 et. seq.

13. Protection and Enhancement of the Cultural Environment, Executive Order 11593.

14. Protection of Wetlands, Executive Order 11990, as amended by Executive Order 12608; Pub. L. 99-645, as codified at 16 U.S.C. § 3901 et. seq.

15. Safe Drinking Water Act, Section 1424(e), Pub. L. 92-523, as amended; 42 U.S.C. § 300f et. seq.

16. Wild and Scenic Rivers Act, Pub. L. 90-542, as amended; 16 U.S.C. § 1271 et. seq.

17. Migratory Bird Treaty Act of 1918, 16 U.S.C. § 703 et. seq.

Social Legislation:

1. Age Discrimination Act, Pub. L. 94-135; 42 U.S.C. § 6102.

2. Civil Rights Act of 1964, Pub. L. 88-352, Title VI; 42 U.S.C. § 2000d.

3. Equal Employment Opportunity, Executive Order 11246, as amended.

4. Participation by Disadvantaged Business Enterprises in Procurement Under Environmental Protection Agency (EPA) Financial Assistance Agreements.

    a. Promoting the use of Small, Minority, and Women-owned Businesses, Executive Orders 11625, 12138 and 12432.

    b. Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.

    c. Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993, Pub. L. 102-389; 42 U.S.C. § 4370d.

    d. Title X Clean Air Act, Pub. L. 101-549; 42 U.S.C. § 7601 note.

5. Rehabilitation Act of 1973, Pub. L. 93-112; 29 U.S.C. § 794 (including Executive Order 11914 and 11250).

6. Section 13 of the Federal Water Pollution Control Act, Pub. L. 92-500; 33 U.S.C. § 1251.

7. The Drug Free Workplace Act Of 1988, Pub. L. 100-690.

Economic and Miscellaneous Authority:

1. Anti-Lobbying Provision (40 CFR Part 34) and New Restrictions on Lobbying, Section 319 of Pub. L. 101-121.

2. Debarment and Suspension, Executive Order 12549.

3. Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended; 42 U.S.C. § 3331 et. seq.

4. Preservation of Open Competition and Government Neutrality, Executive Order 13502.

5. Prohibitions relating to violators of the Clean Air Act, Section 306 of the Clean Air Act, 42 U.S.C. § 7505; Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans.

6. Uniform Relocation and Real Property Acquisition Policies Act of 1970, Pub. L. 91-646, as amended; 42 U.S.C. §§ 4601-4655.

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