



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
OCTOBER 5, 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/meetings-agendas-minutes/public-comment-form>

- 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 recognize the retirement of Mike Miller, Tax Auditor, Buckeye Finance Department.
 - 3.B** Waste Management to present Buckeye Elementary School District Education Foundation with a donation.
- 4. Minutes - None.**

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 appointment of Elizabeth Zamora as a Regular Member of the Community Services Advisory Board with a term expiration date of December, 2025; the removal of Thomas Marcinko as a Regular Member (At-Large) of the Planning and Zoning Commission; and the appointment of Tedy Burton as a Regular Member (At-Large) of the Planning and Zoning Commission with a term expiration date of December, 2025.

Summary: The City encourages community involvement in our programs through our boards and commissions. Ms. Zamora will be appointed to serve a four-year term as a Regular Member of the Community Services Advisory Board (CSAB). Mr. Burton is currently an Alternate Member of the Planning and Zoning Commission and will be appointed to serve a four-year as a Regular Member.

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

- *6.B** Council to take action on the Cooperative Contract Purchase Addendum (Contract No. 2022010) between the City of Buckeye, an Arizona municipal corporation and Legend Technical Services of Arizona, Inc., an Arizona corporation through the City of Chandler (Contract No. PWS-962-4035) for laboratory testing 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 annual wastewater laboratory testing for all facilities. The total estimated cost for Fiscal Year 2021/2022 is \$105,000.

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

- *6.C** Council to take action on Task Order No. 12 to the On-Call Consulting for Engineering and Contractual Services Contract (No. 2016-020-001) between the City of Buckeye, an Arizona municipal corporation, and Wood Environmental and Infrastructure Solutions, Inc., an Arizona corporation, to provide limited construction and post-construction services for Sundance Water Reclamation Facility Sequencing Batch Reactor 1 and 2 rehabilitation; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.

Summary: As part of the Capital Improvement Program the Water Department has requested the Construction and Contracting Division issue Task Order No. 12 to Wood Environmental and Infrastructure Solutions, Inc. to provide engineering construction services associated with the Sundance Water Reclamation Facility Sequencing Batch Reactor (SBR) 1 and 2 Rehabilitation

Project. The design has been completed and the City is preparing for construction. This Scope of Services provide limited construction and post-construction engineering services during the rehabilitation of SBR 1 and 2. The total amount to be paid under this Task Order will not exceed \$111,110.

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

- *6.D** Council to take action on the Construction Contract (No. 2022002) between the City of Buckeye, an Arizona municipal corporation, and A J P Electric, Inc., an Arizona corporation, for labor, materials, equipment and services required to complete the intersection improvements at Miller Road and Broadway Road; and authorizing the Mayor to execute and deliver said contract on behalf of the city.

Summary: As part of the Capital Improvement Program, improvements will be made to the intersection of Miller Road and Broadway Road due to traffic volumes that have and will continue to increase. As part of the Capital Improvement Program, this contract will include a traffic signal to include the roadway geometric layouts for interim left turn and shared through/right turn lanes at each approach to the project intersection. The pavement will be tapered to match the existing roadway conditions on each interaction leg. Dual pedestrian ramps will also be included.

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

- *6.E** Council to take action on the Central Arizona Project (CAP) Municipal and Industrial Water 2022 Delivery Agreement between the City of Buckeye, an Arizona municipal corporation, and Del Webb Corporation, a Delaware corporation, for the delivery of 237 acre-feet of CAP Water to Festival Ranch; and authorizing the Mayor to execute and deliver said Agreement.

Summary: The City would like to deliver its calendar year 2022 Central Arizona Project (CAP) Municipal and Industrial (M&I) Water to Festival Ranch. The City has a calendar year 2022 CAP Municipal and Industrial (M&I) Water allocation of 237 acre-feet (237 acre-feet is more than 77 million gallons). The City provides water service to customers within the City's service area, including the Del Webb master planned community of Festival Ranch, which is located in the northern part of the City. Festival Ranch is also located immediately adjacent to the CAP canal. Festival Ranch currently arranges for delivery of other CAP Water to the Festival Ranch golf course. Del Webb is offering to pay the City's costs for the water plus a 20% markup. The City delivered its 2018, 2019, 2020, and 2021 CAP Water to Festival Ranch. Staff recommends that Council approve the CAP Water 2022 Delivery Agreement between the City and Del Webb Corporation.

Staff Liaison: Alisha Solano, Water Resources Director, asolano@buckeyeaz.gov, (623) 349-6101

- *6.F** Council to take action on the Airport Property Lease Agreement between the City of Buckeye, an Arizona municipal corporation, and NWSkysports, a sole proprietorship; and authorizing the Mayor to execute and deliver said agreement.

Summary: Owner of NWSkysports, current tenant of the Buckeye Municipal Airport, desires to renew their lease agreement by one year with options consisting of two additional periods of one year each. NWSkysports provides an aeronautical service to both the aviation and non-aviation community by providing recreational glider rides to individuals, and flight instruction for aspiring glider pilots. This aeronautical activity highlights and features the Buckeye Municipal Airport bringing visibility to the airport while generating revenue for the airport from the leased office space.

Staff Liaison: Jeff Webbe, Airport Coordinator, jwebbe@buckeyeaz.gov, (623) 695-4555

- *6.G** Council to take action on the Airport Property Lease Agreement between the City of Buckeye, an Arizona municipal corporation, and Copperstate Fly-In, an Arizona domestic non-profit corporation; and authorizing the Mayor to execute and deliver said Agreement.

Summary: Copperstate Fly-In is a current tenant of Buckeye Municipal Airport and desires to renew their lease for two years with two additional extension periods of two years each. Copperstate Fly-In has been a partner with the City and the Buckeye Municipal Airport since 2018. During that time, the partnership has helped grow the Buckeye Air Fair and Copperstate Fly-In to the third largest air fair in the country. This has led to increased awareness and promotion of the Buckeye Municipal Airport.

Staff Liaison: Jeff Webbe, Airport Coordinator, jwebbe@buckeyeaz.gov, (623) 695-4555

- *6.H** Council to take action on the Airport Property Lease Agreement between the City of Buckeye, an Arizona municipal corporation, Skydive Buckeye, LLC, an Arizona limited liability company and Desert Petroleum, LLC, an Arizona limited liability company; and authorizing the Mayor to execute and deliver said Agreement.

Summary: Skydive Buckeye and Desert Petroleum, LLC, desire to renew their lease agreement with the City. Skydive Buckeye provides an aeronautical activity consisting of recreational skydiving which not only provides revenue for the airport, but provides significant exposure.

Staff Liaison: Jeff Webbe, Airport Coordinator, jwebbe@buckeyeaz.gov, (623) 695-4555

- *6.I** Council to take action on the First Amendment to Fuel Concession Agreement between Desert Petroleum, LLC, an Arizona limited liability company, owned by Skydive Buckeye, and the City of Buckeye, an Arizona municipal corporation; and authorizing the Mayor to execute and deliver said agreement.

Summary: Skydive Buckeye and Desert Petroleum, LLC, are owned and operated by the same owners. The First Amendment to the Fuel Concession Agreement combines Skydive Buckeye's lease agreement with Desert Petroleum's Fuel Concession Agreement and includes the addition of the ground lease of the airport's fuel farm.

Staff Liaison: Jeff Webbe, Airport Coordinator, jwebbe@buckeyeaz.gov, (623) 695-4555

- *6.J** Council to take action on Resolution No. 71-21 approving a Grant Pass-Thru Agreement between the City of Buckeye and the City of Phoenix, relating to Federal Transit Administration Grant funds for expansion of the East Buckeye Park and Ride; and authorizing the Mayor to execute and deliver said Agreement and related documents on behalf of the City.

Summary: Buckeye was awarded \$2,000,000 for East Buckeye Park and Ride (PNR) expansion subject to a 20 percent local match of \$500,000, for a total project funding of \$2,500,000. The IGA is to support the City of Buckeye's approved request for Federal Transit Administration (FTA) funds in the amount of \$2,000,000. The funds are to be allocated for transit improvements at the PNR located north of Interstate 10 on the south west corner of Jackrabbit Trail and Palm Lane. The PNR is currently being served by one route, Route 563.
Staff Liaison: Scott Lowe, Public Works Director, slowe@buckeyeaz.gov, (623) 349-6815

***6.K** [Council to take action on Resolution No. 72-21 enlarging City of Buckeye Street Lighting Improvement District No. 2006-SLID-017; ordering recording and filing of this Resolution.](#)

Summary: Both SLIDS and 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 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 HURF fund. In preparation for the expansion of this development, 2006-SLID-017 will be expanded to provide energy for the new street lights within the expanded portion of this District.
Staff Liaison: Scott Lowe, Public Works Director, slowe@buckeyeaz.gov, (623) 349-6815

***6.L** [Council to take action on Resolution No. 73-21 accepting a Petition, Waiver and Consent to Formation of a Maintenance Improvement District by the City of Buckeye; declaring the intention to form a Maintenance Improvement District; designating such District as "City of Buckeye Maintenance Improvement District No. 2020-MID-005"; and providing for the annual levy of taxes or an annual assessment against the lots within the District in proportion to the benefits received.](#)

Summary: Maintenance Improvement Districts (MIDs) are responsible for maintaining parkways and parkings on streets within the District. This puts a methodology in place for the future if the parkway or parking areas are not maintained by the development's owners or the Homeowners Association (HOA). Having the costs of parkways and parkings assessed against the land within the development and not borne by the City ensures that should a development's owners and/or HOA become unable to maintain the rights-of-way they are responsible for, when assuming these responsibilities the City will have the revenues in place to defer the cost. Both street lighting improvement districts (SLIDs) and 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.

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

***6.M** [Council to take action on Resolution No. 74-21 ordering the work as described in Resolution No. 73-21; ordering the formation of City of Buckeye Maintenance Improvement District No. 2020-MID-005.](#)

Summary: Maintenance Improvement Districts (MIDs) are formed in the City of Buckeye in accordance with Chapter 20 of City Code to assess the owners within a development for the cost

of maintenance of the landscaping along the rights-of-ways, as well as retention and detention within a MID. MIDs are not activated unless the development's owners should fail or the homeowner association (HOA) would otherwise go out of business, since the owner is charged with that maintenance responsibility; however, the MID is standing by as a protection for the City to ensure that there is adequate revenue to take on the maintenance.

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

- *6.N** Council to take action on Resolution No. 77-21 approving and ratifying City Council's July 6, 2021 approval of the Subcontract among the United States Bureau of Reclamation, the Central Arizona Water Conservation District and the City of Buckeye providing for water service; and authorizing the City Manager to execute and deliver said Subcontract on behalf of the City.

Summary: A ratification by council is needed to correct the signature block on the subcontract approved by Council on July 6, 2021. This action will provide the necessary authorization by way of Resolution for court validation of the Subcontract and ratify the City Manager's execution and delivery of the Subcontract on behalf of the City.

Staff Liaison: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911

7. Public Hearings / Non-Consent - New Business

- 7.A** Council to take action on the Fiscal Year 2021-2022 Memorandum of Understanding (MOU) between the City of Buckeye and the White Tank Mountains Conservancy; and authorizing the Mayor to execute and deliver said MOU on behalf of the City.

Summary: The White Tank Mountains Conservancy, a 501c3, has worked alongside the City for several years since becoming a non-profit in 2015. The Conservancy's mission to inspire all to conserve and enjoy the natural and cultural resources of the White Tank Mountains aligns closely with the guiding principles for Skyline Regional Park located in the southern half of the mountain range. The Memorandum of Understanding will formalize the relationship with the City and help accomplish common goals and objectives for the long-term protection and preservation of the White Tank Mountains.

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

- 7.B** Council to take action on Resolution No. 67-21 approving the Public Infrastructure Reimbursement Agreement between the City of Buckeye, an Arizona Municipal Corporation, Buckeye Phase I Owner, LLC, a Delaware Limited Liability Company, and Buckeye Phase II Owner, LLC, a Delaware Limited Liability Company, relating to reimbursement of costs for regional public infrastructure to be constructed by Buckeye Phase I Owner, LLC and Buckeye Phase II Owner, LLC and thereafter conveyed to the City of Buckeye; and authorizing the Mayor to execute and deliver said Agreement and related documents on behalf of the City.

Summary: U.S. Capital Development LLC is the owner of approximately 179 acres at the northwest corner of Perryville Road and McDowell Road and plans to construct a new industrial park, with an ultimate 2.7 million SF of space. The public infrastructure to be constructed and installed by Owner, while necessary to serve development within their facility, 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. Staff Liaison: Scott Zipprich, City Engineer, szipprich@buckeyeaz.gov, (623) 349-6217; Dave Roderique, Deputy City Manager, droderique@buckeyeaz.gov, (623) 349-6971

- 7.C** [Council to take action on Resolution No. 66-21 approving the Public Infrastructure Reimbursement Agreement between the City of Buckeye and Buckeye I-10 Logistics, LLC, relating to reimbursement of costs for regional public infrastructure to be constructed by Buckeye I-10 Logistics, LLC and thereafter conveyed to the City of Buckeye; and authorizing the Mayor to execute and deliver said Agreement on behalf of the City.](#)

Summary: Buckeye I-10 Logistics, LLC is the owner of approximately 290 acres at the northeast and southeast corners of I-10 and the Dean Rd. alignment, commonly referred to as the "Verrado Commerce Center", and plans to construct a new +/- 640,000 square foot speculative industrial building at the corner of Van Buren and 215th Ave. The public infrastructure to be constructed and installed by Owner, while necessary to serve development, 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. Staff Liaison: Scott Zipprich, City Engineer, szipprich@buckeyeaz.gov, (623) 349-6217; Dave Roderique, Deputy City Manager, droderique@buckeyeaz.gov, (623) 349-6971

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

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: 10/05/21	AGENDA ITEM: 5.A. City Expenditures
DATE PREPARED: 09/30/21	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:

[Expenditure Report.pdf](#)

08/24/2021 16:21 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 1
 | apcshdsb

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

08/24/2021 16:21 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 2
| apcshdsb

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

08/24/2021 16:21 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 3
 |apcshdsb

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	08/24/2021	082421R	R08242			Accounts Payable		152,934.53	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 9999-104000	08/24/2021	082421R	R08242			Cash in Bank - Checking			428,377.52
							AP CASH DISBURSEMENTS JOURNAL			
	APP 3810-201000	08/24/2021	082421R	R08242			Accounts Payable		44,752.58	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 3575-201000	08/24/2021	082421R	R08242			Accounts Payable		2,069.73	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 4010-201000	08/24/2021	082421R	R08242			Accounts Payable		1,794.36	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 4000-201000	08/24/2021	082421R	R08242			Accounts Payable		141,996.65	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 4001-201000	08/24/2021	082421R	R08242			Accounts Payable		67,125.98	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 3150-201000	08/24/2021	082421R	R08242			Accounts Payable		1,143.71	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 4005-201000	08/24/2021	082421R	R08242			Accounts Payable		6,261.80	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 5006-201000	08/24/2021	082421R	R08242			Accounts Payable		10,000.00	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 5001-201000	08/24/2021	082421R	R08242			Accounts Payable		298.18	
							AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL									428,377.52	428,377.52
APP 9999-201010		08/24/2021	082421R	R08242			DT DF		428,377.52	
APP 1000-101010		08/24/2021	082421R	R08242			Pooled Cash Equity			152,934.53
APP 3810-101010		08/24/2021	082421R	R08242			Pooled Cash Equity			44,752.58
APP 3575-101010		08/24/2021	082421R	R08242			Pooled Cash Equity			2,069.73
APP 4010-101010		08/24/2021	082421R	R08242			Pooled Cash Equity			1,794.36
APP 4000-101010		08/24/2021	082421R	R08242			Pooled Cash Equity			141,996.65
APP 4001-101010		08/24/2021	082421R	R08242			Pooled Cash Equity			67,125.98
APP 3150-101010		08/24/2021	082421R	R08242			Pooled Cash Equity			1,143.71
APP 4005-101010		08/24/2021	082421R	R08242			Pooled Cash Equity			6,261.80
APP 5006-101010		08/24/2021	082421R	R08242			Pooled Cash Equity			10,000.00
APP 5001-101010		08/24/2021	082421R	R08242			Pooled Cash Equity			298.18

08/24/2021 16:21 |City of Buckeye, AZ - LIVE
acruz |A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

|P 4
|apcshdsb

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
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

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

08/24/2021 16:21 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

| P 6
 | apcshdsb

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
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

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 **

08/26/2021 15:14 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 1
| apcshdsb

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 4,501.44 40003210 523061	08/11/2021		082621AP Line Extension Reimbursement	4,501.44
	CHECK	137481	TOTAL:	4,501.44
137482 08/26/2021 PRTD 999989 BUCKEYE ELEMENTARY SCHOOL DISTRIC MILBU00100E 71.83 40003210 523061	08/11/2021		082621AP Line Extension Reimbursement	71.83
	CHECK	137482	TOTAL:	71.83
137483 08/26/2021 PRTD 999989 BUCKEYE ELEMENTARY SCHOOL DISTRIC WATES0000EE 147.06 40003210 523061	08/11/2021		082621AP Line Extension Reimbursement	147.06
	CHECK	137483	TOTAL:	147.06
137484 08/26/2021 PRTD 999989 BUCKEYE ELEMENTARY SCHOOL DISTRIC RAV00000000E 1,038.90 40003210 523061	08/11/2021		082621AP Line Extension Reimbursement	1,038.90
	CHECK	137484	TOTAL:	1,038.90
137485 08/26/2021 PRTD 999989 BUCKEYE UNION HIGH SCHOOL DISTRIC CMYHS001000 6,003.51 40003210 523061	08/11/2021		082621AP Line Extension Reimbursement	6,003.51
	CHECK	137485	TOTAL:	6,003.51
137486 08/26/2021 PRTD 999989 DR HORTON 26,947.25 40003210 523061 SONV1/2000	08/11/2021		082621AP Line Extension Reimbursement	26,947.25
	CHECK	137486	TOTAL:	26,947.25
137487 08/26/2021 PRTD 999989 H.N.T.,LP 89.93 40003210 523061 SHOM1001002	08/11/2021		082621AP Line Extension Reimbursement	89.93
	CHECK	137487	TOTAL:	89.93
137488 08/26/2021 PRTD 999989 LDS Church 920.31 40003210 523061 CMLDS001001	08/11/2021		082621AP Line Extension Reimbursement	920.31
	CHECK	137488	TOTAL:	920.31
137489 08/26/2021 PRTD 999989 MILLER MARKETPLACE LLC 407.80 40003210 523061 CMMMA-001-00A	08/11/2021		082621AP Line Extension Reimbursement	407.80

08/26/2021 15:14 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 2
 | apcsbdsb

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 279.97 40003210 523061	08/11/2021		082621AP Line Extension Reimbursement	279.97
					CHECK	137490	TOTAL:	279.97
137491	08/26/2021	PRTD	999989 POST DEVELOPMENT GROUP LLC	TSC00-001-001 26.02 40003210 523061	08/11/2021		082621AP Line Extension Reimbursement	26.02
					CHECK	137491	TOTAL:	26.02
137492	08/26/2021	PRTD	999989 SCHOOL HOUSE DEVELOPMENT	CMODY001001 1,709.25 40003210 523061	08/11/2021		082621AP Line Extension Reimbursement	1,709.25
					CHECK	137492	TOTAL:	1,709.25
137493	08/26/2021	PRTD	999989 SHEA HOMES LIMITED PARTNERSHIP	WATES002SHE 9,319.40 40003210 523061	08/11/2021		082621AP Line Extension Reimbursement	9,319.40
					CHECK	137493	TOTAL:	9,319.40
137494	08/26/2021	PRTD	999989 SPEEDSMART 112 INC.	CMSPE0011/6 1,313.32 40003210 523061	08/11/2021		082621AP Line Extension Reimbursement	1,313.32
					CHECK	137494	TOTAL:	1,313.32
137495	08/26/2021	PRTD	999989 TAYLOR MORRISON/ARIZONA INC	WATES001TAY 5,178.59 40003210 523061	08/11/2021		082621AP Line Extension Reimbursement	5,178.59
					CHECK	137495	TOTAL:	5,178.59
137496	08/26/2021	PRTD	999989 TAYLOR MORRISON/ARIZONA, INC.	WATES001/002TAY 3,349.50 40003210 523061	08/11/2021		082621AP Line Extension Reimbursement	3,349.50
					CHECK	137496	TOTAL:	3,349.50
137497	08/26/2021	PRTD	999989 WOODSIDE HOME SALES AZ, LLC	WATES001WOO 9,097.81 40003210 523061	08/11/2021		082621AP Line Extension Reimbursement	9,097.81
					CHECK	137497	TOTAL:	9,097.81

08/26/2021 15:14 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 3
 | apcshdsb

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

08/26/2021 15:14 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED
 CLERK: acruz

|P 4
 |apcshdsb

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	08/26/2021	082621AP	AP0826			Accounts Payable AP CASH DISBURSEMENTS JOURNAL		74,093.83	
	APP 9999-104000	08/26/2021	082621AP	AP0826			Cash in Bank - Checking AP CASH DISBURSEMENTS JOURNAL			74,093.83
GENERAL LEDGER TOTAL									74,093.83	74,093.83
APP 9999-201010		08/26/2021	082621AP	AP0826			DT DF		74,093.83	
APP 4000-101010		08/26/2021	082621AP	AP0826			Pooled Cash Equity			74,093.83
SYSTEM GENERATED ENTRIES TOTAL									74,093.83	74,093.83
JOURNAL 2022/02/941 TOTAL									148,187.66	148,187.66

08/26/2021 15:14 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

| P 5
 | apcshdsb

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

08/26/2021 15:14 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

| P 6
 | apcshdsb

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 **

08/31/2021 16:15 |City of Buckeye, AZ - LIVE
acruz |A/P CASH DISBURSEMENTS JOURNAL

|P 1
|apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK	NET
137499 08/31/2021 PRTD 1137 ARIZONA WATER COMPANY August 2021. 786.78 40013225 526018	08/31/2021		083121R water/Wastewater - Utility	786.78
	CHECK	137499	TOTAL:	786.78
137500 08/31/2021 PRTD 1177 ARIZONA PUBLIC SERVICE August 2021	08/31/2021		083121R	28,801.01
2,358.88 31503170 527012			SLID 1 Operations	
2,047.51 31503170 527010			2006-SLID-001 Operations	
2,075.60 31503170 527039			2006-SLID-002	
2,031.63 31503170 527024			2006-SLID-003 Operations	
1,973.47 31503170 527011			2006-SLID-007 Operations	
620.08 31503170 527013			2006-SLID-008 Operations	
2,577.76 31503170 527014			2006-SLID-011 Operations	
287.68 31503170 527014			2006-SLID-011 Operations	
1,061.92 31503170 527015			2006-SLID-015 Operations	
1,205.31 31503170 527016			2006-SLID-016 Operations	
793.83 31503170 527017			2006-SLID-017 Operations	
2,215.88 31503170 527018			2006-SLID-019 Operations	
626.48 31503170 527023			2006-SLID-009 Operations	
304.63 31503170 527020			2007-SLID-001 Operations	
191.78 31503170 527021			2007-SLID-002 Operations	
302.40 31503170 527022			2007-SLID-003 Operations	
671.23 31503170 527025			2007-SLID-010 Operations	
487.40 31503170 527026			2007-SLID-013 Operations	
351.45 31503170 527027			2007-SLID-021 Operations	
297.80 31503170 527032			2009-SLID-02A Operations	
115.20 31503170 527029			2011-SLID-001 Operations	
1,095.51 31503170 527031			2013-SLID-002 Operations	
507.59 38103202 521700			Street Lighting Base Charges	
2,042.67 31503170 527030			2012-SLID-002 Operations	
674.84 31503170 527033			2015-SLID-001 Operations	
567.73 31503170 527034			2017-SLID-003 Operations	
689.13 31503170 527036			2018-SLID-001 Operations	
625.62 31503170 527038			2020-SLID-001 Operations	
	CHECK	137500	TOTAL:	28,801.01
137501 08/31/2021 PRTD 6052 CITY OF BUCKEYE Cycle 3 Sept. 2021	08/31/2021		083121R	3,271.75
732.87 40003210 526018			water/Wastewater - Utility	
2,527.94 10001110 526018			water/Wastewater - Utility	
10.94 38103202 526022			water for Street Sweeper	
CITY OF BUCKEYE Cycle4 Aug 2021	08/31/2021		083121R	19,785.43
511.71 40003210 526018			water/Wastewater - Utility	
43.34 40003213 520585			Treatment Plant O&M	
505.84 40013221 526018			water/Wastewater - Utility	
1,044.08 38103202 526022			water for Street Sweeper	
518.00 35754150 526010			Electric - Utility	
14,509.93 10001110 526018			water/Wastewater - Utility	
1,080.50 10003177 526018			water/Wastewater - Utility	

08/31/2021 16:15 |City of Buckeye, AZ - LIVE
acruz |A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcsbshds

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE

INV DATE PO CHECK

NET

629.73 10003174 526018
942.30 10003175 526018

Water/Wastewater - Utility
Water/Wastewater - Utility

CHECK 137501 TOTAL: 23,057.18

137502 08/31/2021 PRTD 1520 MW FAMILY HOLDINGS LLC

0630211

08/31/2021

083121R

2,699.35

16.06 10001192 522155
120.09 10003171 522155
79.60 10003172 520525
89.62 10003172 522155
15.35 10003172 521508
97.42 10003172 521720
12.79 10003174 520512
8.11 10004155 520586
183.26 10004155 522155
18.41 40103200 520512
4.26 38103202 520035
353.69 38103202 520502
24.81 38103202 520035
35.08 40003210 521508
47.02 40003211 520586
283.83 40003212 520581
66.44 40003212 520585
15.61 40003216 520585
16.26 40003217 520577
33.16 40003218 520581
103.79 40003219 520581
87.02 40013231 521512
74.97 40003350 521514
179.33 40003350 521514
53.51 40013231 521512
31.21 40013220 521508
44.25 40013221 520540
19.51 40013220 522507
30.62 40013222 520542
182.05 40013223 520543
22.41 40013224 520542
349.81 40013224 520543

Operational Supplies
Operational Supplies
Hardware Maintenance
Operational Supplies
Automotive Expenses
Shop Supplies
Building Repairs
Irrigation Systems Parts/Mater
Operational Supplies
Building Repairs
Landscaping Service
Street Overlay R & M
Landscaping Service
Automotive Expenses
Irrigation Systems Parts/Mater
Well Maintenance Repair
Treatment Plant O&M
Treatment Plant O&M
Reservoir/Booster Maint/Repair
Well Maintenance Repair
Well Maintenance Repair
Parts/Materials
Water Distrib System R&M
Water Distrib System R&M
Parts/Materials
Automotive Expenses
Wastewater Plant R & M
Vehicle Fuel
Sludge Removal
WW R&M
Sludge Removal
WW R&M

CHECK 137502 TOTAL: 2,699.35

137503 08/31/2021 PRTD 5194 RICOH USA, INC.

9029027915R

08/31/2021

083121R

1,524.04

40.50 10001100 523056
1.03 10001102 523056
16.18 10001110 523056
10.00 10001112 523056
86.11 10001115 523056
40.50 10001189 523056
40.50 10002121 523056
253.97 10002140 523056

Copying/Printing/Binding
Copying/Printing/Binding
Copying/Printing/Binding
Copying/Printing/Binding
Copying/Printing/Binding
Copying/Printing/Binding
Copying/Printing/Binding
Copying/Printing/Binding

08/31/2021 16:15 |City of Buckeye, AZ - LIVE
acruz |A/P CASH DISBURSEMENTS JOURNAL

|P 3
|apcsbdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE

INV DATE PO CHECK

NET

				40.50	10003170	523056	Copying/Printing/Binding		
				46.50	10003171	523056	Copying/Printing/Binding		
				40.50	10004150	523056	Copying/Printing/Binding		
				62.97	10004151	523056	Copying/Printing/Binding		
				378.04	10004153	523056	Copying/Printing/Binding		
				6.49	10004154	523056	Copying/Printing/Binding		
				40.50	10004160	523056	Copying/Printing/Binding		
				50.50	10005180	523056	Copying/Printing/Binding		
				40.50	10005185	523056	Copying/Printing/Binding		
				61.81	35754150	523056	Copying/Printing/Binding		
				190.28	40003210	523056	Copying/Printing/Binding		
				18.29	40003230	523056	Copying/Printing/Binding		
				34.52	40013230	523056	Copying/Printing/Binding		
				23.85	40053230	523056	Copying/Printing/Binding		
							CHECK	137503	TOTAL: 1,524.04
137504	08/31/2021	PRTD	6394	SOMBRERO, LLC		July 2021	08/31/2021	083121R	24.00
				6.00	10005180	522507	Vehicle Fuel		
				8.00	10002121	521508	Automotive Expenses		
				10.00	40003210	521508	Automotive Expenses		
							CHECK	137504	TOTAL: 24.00
137505	08/31/2021	PRTD	6377	THE HOLMAN GROUP OF ARIZONA		July - Sept. 2021	08/31/2021	083121R	2,595.78
				2,595.78	10001115	520037	Professional Services General		
							CHECK	137505	TOTAL: 2,595.78
137506	08/31/2021	PRTD	2058	VERIZON WIRELESS SERVICES, LLC		9886158860	08/31/2021	083121R	17,818.39
				388.50	10001100	526025	Telephone		
				207.50	10001101	526025	Telephone		
				166.00	10001188	526025	Telephone		
				166.00	10001115	526025	Telephone		
				5,993.00	10002121	526025	Telephone		
				653.50	10002140	526025	Telephone		
				96.00	10002140	526025	Telephone		
				232.50	10004151	526025	Telephone		
				383.50	10004155	526025	Telephone		
				41.50	10004150	526025	Telephone		
				124.50	35794150	521519	LTAF II		
				498.00	10004153	526025	Telephone		
				332.00	10004160	526025	Telephone		
				207.50	10003171	526025	Telephone		
				41.50	40103200	526025	Telephone		
				305.50	40053205	526025	Telephone		
				61.50	10001110	526025	Telephone		
				83.00	10003170	526025	Telephone		
				373.50	10003172	526025	Telephone		

08/31/2021 16:15 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL

|P 4
 |apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE

INV DATE

PO

CHECK

NET

	1,042.00	38103202	526025	Telephone			
	2,900.50	40003210	526025	Telephone			
	735.00	40013220	526025	Telephone			
	212.50	10001112	526025	Telephone			
	830.00	10005185	526025	Telephone			
	913.00	10005180	526025	Telephone			
	166.00	10001102	526025	Telephone			
	41.50	10002120	526025	Telephone			
	622.89	10001189	526025	Telephone			
VERIZON WIRELESS SERVICES, LLC	9886158859	08/31/2021	083121R			7,897.22	
	3,780.27	10002121	526025	Telephone			
	100.83	35732121	523104	PD TLO Sustainment			
	30.41	35772140	523013	Nuc Emerg. Mgmt Expenditure			
	874.05	10002140	526025	Telephone			
	710.82	10005180	526025	Telephone			
	420.03	10005185	526025	Telephone			
	129.24	40013220	526025	Telephone			
	1,001.61	40003210	526025	Telephone			
	32.31	38103202	526025	Telephone			
	96.93	40053205	526025	Telephone			
	171.45	10001189	526025	Telephone			
	64.62	10004151	526025	Telephone			
	32.31	10001101	526025	Telephone			
	258.48	10001100	526025	Telephone			
	32.31	10001102	526025	Telephone			
	32.31	10001188	526025	Telephone			
	129.24	10001187	526025	Telephone			
VERIZON WIRELESS SERVICES, LLC	9886143677	08/31/2021	083121R			156.21	
	156.21	10002140	526025	Telephone			
		CHECK	137506	TOTAL:		25,871.82	
NUMBER OF CHECKS	8	*** CASH ACCOUNT TOTAL ***				85,359.96	
		COUNT	AMOUNT				
TOTAL PRINTED CHECKS	8	85,359.96					
		*** GRAND TOTAL ***				85,359.96	

08/31/2021 16:15 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 5
 |apcshdsb

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 1086	APP 4001-201000	08/31/2021	083121R	R08312			Accounts Payable AP CASH DISBURSEMENTS JOURNAL		3,011.77	
APP 9999-104000	08/31/2021	083121R	R08312				Cash in Bank - Checking AP CASH DISBURSEMENTS JOURNAL			85,359.96
APP 3150-201000	08/31/2021	083121R	R08312				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		28,293.42	
APP 3810-201000	08/31/2021	083121R	R08312				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		3,019.68	
APP 4000-201000	08/31/2021	083121R	R08312				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		6,264.09	
APP 1000-201000	08/31/2021	083121R	R08312				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		43,449.26	
APP 3575-201000	08/31/2021	083121R	R08312				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		579.81	
APP 4010-201000	08/31/2021	083121R	R08312				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		59.91	
APP 4005-201000	08/31/2021	083121R	R08312				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		426.28	
APP 3579-201000	08/31/2021	083121R	R08312				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		124.50	
APP 3573-201000	08/31/2021	083121R	R08312				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		100.83	
APP 3577-201000	08/31/2021	083121R	R08312				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		30.41	
GENERAL LEDGER TOTAL									85,359.96	85,359.96
APP 9999-201010	08/31/2021	083121R	R08312				DT DF		85,359.96	
APP 4001-101010	08/31/2021	083121R	R08312				Pooled Cash Equity			3,011.77
APP 3150-101010	08/31/2021	083121R	R08312				Pooled Cash Equity			28,293.42
APP 3810-101010	08/31/2021	083121R	R08312				Pooled Cash Equity			3,019.68
APP 4000-101010	08/31/2021	083121R	R08312				Pooled Cash Equity			6,264.09
APP 1000-101010	08/31/2021	083121R	R08312				Pooled Cash Equity			43,449.26
APP 3575-101010	08/31/2021	083121R	R08312				Pooled Cash Equity			579.81
APP 4010-101010	08/31/2021	083121R	R08312				Pooled Cash Equity			59.91
APP 4005-101010	08/31/2021	083121R	R08312				Pooled Cash Equity			426.28
APP 3579-101010	08/31/2021	083121R	R08312				Pooled Cash Equity			124.50

08/31/2021 16:15 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 6
 |apcshdsb

YEAR PER	JNL								
SRC ACCOUNT									
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT	
08/31/2021	083121R	R08312							
APP 3573-101010					Pooled Cash Equity			100.83	
08/31/2021	083121R	R08312							
APP 3577-101010					Pooled Cash Equity			30.41	
08/31/2021	083121R	R08312							
SYSTEM GENERATED ENTRIES TOTAL							85,359.96	85,359.96	
JOURNAL 2022/02/1086 TOTAL							170,719.92	170,719.92	

08/31/2021 16:15
acruz

|City of Buckeye, AZ - LIVE
|A/P CASH DISBURSEMENTS JOURNAL

|P 7
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund	2022	2	1086	08/31/2021			
1000-101010					Pooled Cash Equity		43,449.26
1000-201000					Accounts Payable	43,449.26	
						-----	-----
					FUND TOTAL	43,449.26	43,449.26
3150 SLID Operations	2022	2	1086	08/31/2021			
3150-101010					Pooled Cash Equity		28,293.42
3150-201000					Accounts Payable	28,293.42	
						-----	-----
					FUND TOTAL	28,293.42	28,293.42
3573 Police Department Grants	2022	2	1086	08/31/2021			
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	1086	08/31/2021			
3575-101010					Pooled Cash Equity		579.81
3575-201000					Accounts Payable	579.81	
						-----	-----
					FUND TOTAL	579.81	579.81
3577 Nuclear Emergency Management	2022	2	1086	08/31/2021			
3577-101010					Pooled Cash Equity		30.41
3577-201000					Accounts Payable	30.41	
						-----	-----
					FUND TOTAL	30.41	30.41
3579 Arizona Lottery Fund	2022	2	1086	08/31/2021			
3579-101010					Pooled Cash Equity		124.50
3579-201000					Accounts Payable	124.50	
						-----	-----
					FUND TOTAL	124.50	124.50
3810 Highway User Revenue Fund	2022	2	1086	08/31/2021			
3810-101010					Pooled Cash Equity		3,019.68
3810-201000					Accounts Payable	3,019.68	
						-----	-----
					FUND TOTAL	3,019.68	3,019.68
4000 Water Utility Fund	2022	2	1086	08/31/2021			
4000-101010					Pooled Cash Equity		6,264.09
4000-201000					Accounts Payable	6,264.09	
						-----	-----
					FUND TOTAL	6,264.09	6,264.09
4001 Wastewater Fund	2022	2	1086	08/31/2021			

08/31/2021 16:15
acruz

|City of Buckeye, AZ - LIVE
|A/P CASH DISBURSEMENTS JOURNAL

|P 8
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
4001-101010					Pooled Cash Equity		3,011.77
4001-201000					Accounts Payable	3,011.77	
						-----	-----
					FUND TOTAL	3,011.77	3,011.77
4005 Environmental Services	2022	2	1086	08/31/2021			
4005-101010					Pooled Cash Equity		426.28
4005-201000					Accounts Payable	426.28	
						-----	-----
					FUND TOTAL	426.28	426.28
4010 Airport Fund	2022	2	1086	08/31/2021			
4010-101010					Pooled Cash Equity		59.91
4010-201000					Accounts Payable	59.91	
						-----	-----
					FUND TOTAL	59.91	59.91
9999 Pooled Cash	2022	2	1086	08/31/2021			
9999-104000					Cash in Bank - Checking		85,359.96
9999-201010					DT DF	85,359.96	
						-----	-----
					FUND TOTAL	85,359.96	85,359.96

FUND	DUE TO	DUE FR
1000 General Fund		43,449.26
3150 SLID Operations		28,293.42
3573 Police Department Grants		100.83
3575 Area Agency on Aging		579.81
3577 Nuclear Emergency Management		30.41
3579 Arizona Lottery Fund		124.50
3810 Highway User Revenue Fund		3,019.68
4000 Water Utility Fund		6,264.09
4001 Wastewater Fund		3,011.77
4005 Environmental Services		426.28
4010 Airport Fund		59.91
9999 Pooled Cash	85,359.96	
	-----	-----
TOTAL	85,359.96	85,359.96

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

09/01/2021 16:20 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 1
| apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK	NET
137507 09/01/2021 PRD 6820 1582, LLC 3,300.00 10002140 520004	158 08/11/2021 22200034	090121AP	Medical Exams & Service	3,300.00
CHECK 137507 TOTAL:				3,300.00
137508 09/01/2021 PRD 6456 3 MINUTE BUCKEYE LLC 175.89 10002140 521508	20210806 08/06/2021 22200082	090121AP	Automotive Expenses	175.89
CHECK 137508 TOTAL:				175.89
137509 09/01/2021 PRD 5566 ACRO SERVICE CORPORATION 727.75 10002121 520012	1401683 08/08/2021 22200404	090121AP	Contract Labor	727.75
CHECK 137509 TOTAL:				727.75
137510 09/01/2021 PRD 1104 ARAMARK UNIFORM & CAREER APPAREL 473000271823 365.20 40003210 521922 266.50 40013220 521922	07/22/2021 22200362	090121AP	Uniforms	631.70
ARAMARK UNIFORM & CAREER APPAREL 473000276165 380.36 40003210 521922 286.73 40013220 521922	07/29/2021 22200362	090121AP	Uniforms	667.09
ARAMARK UNIFORM & CAREER APPAREL 473000265713 404.58 40003210 521922 267.58 40013220 521922	07/08/2021 22200362	090121AP	Uniforms	672.16
ARAMARK UNIFORM & CAREER APPAREL 473000280336 396.84 40003210 521922 309.52 40013220 521922	08/05/2021 22200362	090121AP	Uniforms	706.36
CHECK 137510 TOTAL:				2,677.31
137511 09/01/2021 PRD 1960 ARIZONA MACHINERY, LLC 26.73 38103202 521508	P54279 08/18/2021 22200190	090121AP	Automotive Expenses	26.73
ARIZONA MACHINERY, LLC 80.20 10003171 522155	P54392 08/20/2021 22200190	090121AP	Operational Supplies	80.20
CHECK 137511 TOTAL:				106.93
137512 09/01/2021 PRD 6665 ASPIN/MOHAVE 1,546.01 35754150 521502	22A01725 08/19/2021 22200031	090121AP	Program Supplies/Equipment	1,546.01
ASPIN/MOHAVE 1,688.87 35754150 521502	22A02164 08/26/2021 22200031	090121AP	Program Supplies/Equipment	1,688.87

09/01/2021 16:20 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 2
 | apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE	INV DATE	PO	CHECK	NET
					CHECK	137512	TOTAL:	3,234.88
137513	09/01/2021	PRTD	1158 AZ DEPT OF ENVIRONMENTAL QUALITY	0000346975X	07/28/2021		090121AP	500.00
			500.00 40013227 520045		Permit Fees			
					CHECK	137513	TOTAL:	500.00
137514	09/01/2021	PRTD	1164 ARIZONA FUEL MANAGEMENT SPECIALIS	21-245	06/03/2021	22101067	090121AP	2,390.53
			683.00 10005180 541210		Automobiles			
			341.51 10005185 541210		Automobiles			
			683.00 38103202 541210		Automobiles			
			341.51 40003210 541210		Automobiles			
			341.51 40103200 541210		Automobiles			
					CHECK	137514	TOTAL:	2,390.53
137515	09/01/2021	PRTD	1014 BUCKEYE THUNDERBIRD JUDO	082021	08/24/2021	22200279	090121AP	225.00
			225.00 10004160 520013		Contract Instruc-SIC			
					CHECK	137515	TOTAL:	225.00
137516	09/01/2021	PRTD	1257 BUSTAMANTE & KUFFNER PC	July 31, 2021	07/31/2021	22200137	090121AP	13,000.00
			13,000.00 10001108 520021		City Prosecutor			
					CHECK	137516	TOTAL:	13,000.00
137517	09/01/2021	PRTD	1279 CANON SOLUTIONS AMERICA, INC	63155	08/31/2021	22200192	090121AP	198.09
			198.09 10005185 520525		Hardware Maintenance			
					CHECK	137517	TOTAL:	198.09
137518	09/01/2021	PRTD	1290 CENTURY GRAPHICS INC	16067	07/22/2021	22200127	090121AP	5,426.59
			5,426.59 10001100 521536		City Events			
			CENTURY GRAPHICS INC	016093	08/24/2021	22200141	090121AP	9,657.62
			9,657.62 10004150 523056		Copying/Printing/Binding			
					CHECK	137518	TOTAL:	15,084.21
137519	09/01/2021	PRTD	3021 CINTAS CORPORATION NO 3	4093397002	08/19/2021	22200171	090121AP	73.87
			73.87 10003171 521922		Uniforms			
			CINTAS CORPORATION NO 3	4093396888	08/19/2021	22200359	090121AP	9.72
			9.72 40053205 521922		Uniforms			

09/01/2021 16:20 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 3
| apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE	INV DATE	PO	CHECK	NET
CINTAS CORPORATION NO 3				4093396910	08/19/2021	22200213	090121AP	89.12
89.12 38103202 521922				Uniforms				
					CHECK	137519	TOTAL:	172.71
137520	09/01/2021	PRTD	1341 CROSS LIFELINE TRAINING INC	CLT072110	07/31/2021	22200345	090121AP	829.50
829.50 10004160 520013				Contract Instruc-SIC				
CROSS LIFELINE TRAINING INC				CLT082114	08/20/2021	22200345	090121AP	304.00
304.00 10004160 520013				Contract Instruc-SIC				
					CHECK	137520	TOTAL:	1,133.50
137521	09/01/2021	PRTD	5295 DELL MARKETING L.P.	10512588712	08/19/2021	22200418	090121AP	509.39
509.39 10004150 521521				IT Equipment <\$5000				
DELL MARKETING L.P.				10513696271	08/25/2021	22200012	090121AP	1,392.81
1,392.81 10002140 521521				IT Equipment <\$5000				
DELL MARKETING L.P.				10513696280	08/25/2021	22200078	090121AP	1,392.81
1,392.81 10001188 521521				IT Equipment <\$5000				
					CHECK	137521	TOTAL:	3,295.01
137522	09/01/2021	PRTD	1388 E-Z TOWING & RECOVERY LLC	264646	08/28/2021	22200321	090121AP	125.75
125.75 10002121 520033				Vehicle Towing				
					CHECK	137522	TOTAL:	125.75
137523	09/01/2021	PRTD	6814 ENVIRONMENTAL PLANNING GROUP, LLC	TF59387	08/30/2021	22100895	090121AP	2,656.72
2,656.72 50214150 543060				BLM Land Miller/TonopSalomeHwy				
					CHECK	137523	TOTAL:	2,656.72
137524	09/01/2021	PRTD	1414 EWING IRRIGATION PRODUCTS INC	15103138	08/31/2021	22200057	090121AP	659.62
659.62 10004155 520586				Irrigation Systems Parts/Mater				
					CHECK	137524	TOTAL:	659.62
137525	09/01/2021	PRTD	1431 FELIX CONSTRUCTION COMPANY	1934.04-03	08/25/2021	22101282	090121AP	70,765.00
70,765.00 40011113 543131				Sundance WRF Centrifuge				
					CHECK	137525	TOTAL:	70,765.00

09/01/2021 16:20 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 4
| apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK	NET
137526 09/01/2021 PRD 5719 FREIGHTLINER OF ARIZONA, LLC 130.55 38103202 521508	08/12/2021 22200300	090121AP	Automotive Expenses	130.55
FREIGHTLINER OF ARIZONA, LLC 191.07 10003171 522155	08/18/2021 22200300	090121AP	Operational Supplies	191.07
CHECK 137526 TOTAL:				321.62
137527 09/01/2021 PRD 6551 G4S SECURE SOLUTIONS USA INC 1,023.44 10002121 520022	07/11/2021 22200217	090121AP	Security Services	1,023.44
G4S SECURE SOLUTIONS USA INC 837.36 10002121 520022	07/04/2021 22200217	090121AP	Security Services	837.36
G4S SECURE SOLUTIONS USA INC 1,023.44 10002121 520022	08/22/2021 22200217	090121AP	Security Services	1,023.44
G4S SECURE SOLUTIONS USA INC 1,023.44 10002121 520022	08/29/2021 22200217	090121AP	Security Services	1,023.44
G4S SECURE SOLUTIONS USA INC 837.36 10002121 520022	08/29/2021 22200217	090121AP	Security Services	837.36
CHECK 137527 TOTAL:				4,745.04
137528 09/01/2021 PRD 5996 GCON INC 5,608.68 10003172 520512	215010-02 Pay App 207/31/2021 22100950	090121AP	Building Repairs	5,608.68
CHECK 137528 TOTAL:				5,608.68
137529 09/01/2021 PRD 1486 GRAYBAR 226.79 40013231 521512	9322995309 08/20/2021 22200298	090121AP	Parts/Materials	226.79
CHECK 137529 TOTAL:				226.79
137530 09/01/2021 PRD 1489 GUST ROSENFELD P.L.C. 82.88 40001113 543045	377456 08/23/2021	090121AP	Wtr Treatment Farallon #16	82.88
GUST ROSENFELD P.L.C. 705.50 50213170 543072	377457 08/23/2021	090121AP	Apache & Southern TS	705.50
CHECK 137530 TOTAL:				788.38
137531 09/01/2021 PRD 6334 HACKETT ADVERTISING PUBLIC RELATI 2,000.00 40003228 523035	COB_FY21/22_WUI 07/01/2021 22200154	090121AP	Water Conservation	2,000.00

09/01/2021 16:20 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 5
 | apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE	INV DATE	PO	CHECK	NET
					CHECK	137531	TOTAL:	2,000.00
137532	09/01/2021	PRTD	1491 USA BLUE BOOK	692150 392.29 40013222 521503	08/11/2021	22200233	090121AP Lab Supplies	392.29
			USA BLUE BOOK	690510 1,075.22 40013222 521503	08/10/2021	22200233	090121AP Lab Supplies	1,075.22
					CHECK	137532	TOTAL:	1,467.51
137533	09/01/2021	PRTD	6798 HI-LINE ELECTRIC COMPANY, INC	10883531 25.15 10003171 522155	08/18/2021	22200164	090121AP Operational Supplies	25.15
					CHECK	137533	TOTAL:	25.15
137534	09/01/2021	PRTD	1521 HORIZON TOWER LIMITED, LLC	202109 2,687.83 10002121 521505	08/25/2021	22200245	090121AP Equipment Rental	2,687.83
					CHECK	137534	TOTAL:	2,687.83
137535	09/01/2021	PRTD	6556 ABRAZO WEST CAMPUS ATTN: ACCOUNTI	073121-Fire 4.71 10002140 522153	08/17/2021	22200068	090121AP Medical Supplies	4.71
					CHECK	137535	TOTAL:	4.71
137536	09/01/2021	PRTD	6119 ISC SALES, INC.	0160284-IN 3,947.50 40003213 520581	07/26/2021	22200228	090121AP well Maintenance Repair	3,947.50
					CHECK	137536	TOTAL:	3,947.50
137537	09/01/2021	PRTD	1571 JAMES, COOKE & HOBSON, INC	367305 2,317.86 40013222 520543	08/11/2021	22200366	090121AP WW R&M	2,317.86
					CHECK	137537	TOTAL:	2,317.86
137538	09/01/2021	PRTD	1662 JENI MCCUTCHEON, PSY.D., P.L.L.C.	1978 2,400.00 10002121 520029	08/31/2021	22200047	090121AP Pre-Employment Testing	2,400.00
					CHECK	137538	TOTAL:	2,400.00
137539	09/01/2021	PRTD	5363 K.P. VENTURES	9392 7,953.38 40003210 520037	04/29/2021	22101155	090121AP Professional Services General	7,953.38

09/01/2021 16:20 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 6
| apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE	INV DATE	PO	CHECK	NET
					CHECK	137539	TOTAL:	7,953.38
137540	09/01/2021	PRTD	1596 LSH LIGHTS	SI#201952 12,813.50 10002121 541210	07/28/2021	22100918	090121AP Automobiles	12,813.50
					CHECK	137540	TOTAL:	12,813.50
137541	09/01/2021	PRTD	5666 KIMLEY-HORN AND ASSOCIATES, INC.	18751721 2,416.00 50213170 543137	04/30/2021	22100902	090121AP Miller Rd Exp-Durango-LBuckeye	2,416.00
					CHECK	137541	TOTAL:	2,416.00
137542	09/01/2021	PRTD	6314 KNOX ASSOCIATES	INV-KA-11896 569.06 10002140 526120	08/13/2021	22200073	090121AP Dues and Memberships	569.06
					CHECK	137542	TOTAL:	569.06
137543	09/01/2021	PRTD	1601 LANGUAGE LINE SERVICES, INC.	10296416 5.82 10002121 520037	07/31/2021	22200435	090121AP Professional Services General	5.82
					CHECK	137543	TOTAL:	5.82
137544	09/01/2021	PRTD	6190 LEGEND TECHNICAL SERVICES, INC.	2111441 2,423.00 40003227 520049	07/31/2021	22200425	090121AP Laboratory Fees	2,423.00
					CHECK	137544	TOTAL:	2,423.00
137545	09/01/2021	PRTD	6392 LITCHFIELD TACTICAL, LLC	20210823002 1,180.00 10002121 520029	08/23/2021	22200045	090121AP Pre-Employment Testing	1,180.00
					CHECK	137545	TOTAL:	1,180.00
137546	09/01/2021	PRTD	1621 LOGICALIS, INC	IN200455 84,794.84 10001189 520525	08/19/2021	22200430	090121AP Hardware Maintenance	84,794.84
					CHECK	137546	TOTAL:	84,794.84
137547	09/01/2021	PRTD	1645 MARICOPA COUNTY ANIMAL CARE & CON	1.2022 28,591.25 10002121 520010	08/17/2021	22200032	090121AP Animal Control	28,591.25
					CHECK	137547	TOTAL:	28,591.25

09/01/2021 16:20 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 7
| apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE

INV DATE

PO

CHECK

NET

137548	09/01/2021	PRTD	1652	MARICOPA COUNTY SHERIFF'S OFFICE	JUL21HSNG	08/03/2021	22200121	090121AP	22,092.24
				22,092.24	10002121 520008			Prisoner/Incarceration (MCSO)	
						CHECK	137548	TOTAL:	22,092.24
137549	09/01/2021	PRTD	5741	MICHAEL WILSON KELLY-ARCHITECTS L	2021.00.01	08/31/2021	22200382	090121AP	3,300.00
				3,300.00	50214150 543121			Buckeye Vly Museum Facade Reno	
						CHECK	137549	TOTAL:	3,300.00
137550	09/01/2021	PRTD	1203	MRW ENTERPRISES	227988	08/26/2021	22100994	090121AP	2,375.23
				2,375.23	10003173 541210			Automobiles	
						CHECK	137550	TOTAL:	2,375.23
137551	09/01/2021	PRTD	1687	MUNICIPAL EMERGENCY SERVICES	IN1607303	08/06/2021	22200066	090121AP	347.54
				347.54	10002140 522150			Personal Protective Equipment	
						CHECK	137551	TOTAL:	347.54
137552	09/01/2021	PRTD	6451	NESTLE WATERS NORTH AMERICA	01M6701000492	08/03/2021	22100337	090121AP	61.93
				61.93	10001110 521501			Office Supplies	
				NESTLE WATERS NORTH AMERICA	01M6700442463	08/03/2021	22200227	090121AP	161.82
				80.91	40003210 521501			Office Supplies	
				80.91	40013220 521501			Office Supplies	
						CHECK	137552	TOTAL:	223.75
137553	09/01/2021	PRTD	999992	MARICOPA COUNTY ATTORNEY	RICO Funding	08/31/2021		090121AP	531.49
				531.49	35732121 523120			RICO	
						CHECK	137553	TOTAL:	531.49
137554	09/01/2021	PRTD	999989	DR HORTON	RIAW1/200	08/11/2021		090121AP	35,274.79
				35,274.79	40003210 523061			Line Extension Reimbursement	
						CHECK	137554	TOTAL:	35,274.79
137555	09/01/2021	PRTD	999996	COLLECTIV LANDSCAPE ARCHITECTS	PLZSP-21-00052	08/23/2021		090121AP	1,605.00
				1,605.00	10005180 431001			Entitlement Processes	

09/01/2021 16:20 |City of Buckeye, AZ - LIVE
acruz |A/P CASH DISBURSEMENTS JOURNAL

|P 8
|apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK	NET
CHECK 137555 TOTAL:				1,605.00
137556 09/01/2021 PRTD 999996 R.H. DUPPER LANDSCAPING PLMC-21-0004 570.69 40003210 436004	06/01/2021		090121AP	570.69
Other Fees				
CHECK 137556 TOTAL:				570.69
137557 09/01/2021 PRTD 6826 OUT OF THE BLUE LOGISTICS 1007 1,150.00 10002121 522155	08/12/2021	22200459	090121AP	1,150.00
Operational Supplies				
CHECK 137557 TOTAL:				1,150.00
137558 09/01/2021 PRTD 5513 PARTS MART 868840P 404.43 10003171 522155	08/19/2021	22200303	090121AP	404.43
Operational Supplies				
PARTS MART 865361P 165.31 10003171 522155	08/03/2021	22200303	090121AP	165.31
Operational Supplies				
PARTS MART 865620P 20.64 10003171 522155	08/04/2021	22200303	090121AP	20.64
Operational Supplies				
PARTS MART 866412P 352.52 10003171 522155	08/09/2021	22200303	090121AP	352.52
Operational Supplies				
PARTS MART 866665P 91.75 10003171 522155	08/09/2021	22200303	090121AP	91.75
Operational Supplies				
PARTS MART CM667817S -220.35 10003171 522155	07/22/2021	22200303	090121AP	-220.35
Operational Supplies				
CHECK 137558 TOTAL:				814.30
137559 09/01/2021 PRTD 1770 PIONEER TITLE AGENCY INC 503132 600.00 50213170 543137	08/04/2021	22200381	090121AP	600.00
Miller Rd Exp-Durango-LBuckeye				
PIONEER TITLE AGENCY INC 00503670 400.00 50213170 543073	08/23/2021	22200478	090121AP	400.00
Durango St - Miller to Yuma				
PIONEER TITLE AGENCY INC 00503739 400.00 50213170 543073	08/24/2021	22200478	090121AP	400.00
Durango St - Miller to Yuma				
PIONEER TITLE AGENCY INC 00503746 400.00 50213170 543073	08/25/2021	22200478	090121AP	400.00
Durango St - Miller to Yuma				
PIONEER TITLE AGENCY INC 00503773 400.00 50213170 543073	08/25/2021	22200478	090121AP	400.00
Durango St - Miller to Yuma				
PIONEER TITLE AGENCY INC 00503680 400.00 50213170 543073	08/23/2021	22200478	090121AP	400.00

09/01/2021 16:20 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 9
 | apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	CASH	TR	BANK	CHECKING	INVOICE	INV DATE	PO	CHECK	NET
				400.00	50213170	543073		Durango St - Miller to Yuma				
			PIONEER TITLE AGENCY	INC			00503679	08/23/2021	22200478	090121AP		400.00
				400.00	50213170	543073		Durango St - Miller to Yuma				
			PIONEER TITLE AGENCY	INC			00503673	08/23/2021	22200478	090121AP		400.00
				400.00	50213170	543073		Durango St - Miller to Yuma				
			PIONEER TITLE AGENCY	INC			00503765	08/25/2021	22200478	090121AP		400.00
				400.00	50213170	543073		Durango St - Miller to Yuma				
			PIONEER TITLE AGENCY	INC			00503659	08/23/2021	22200478	090121AP		400.00
				400.00	50213170	543073		Durango St - Miller to Yuma				
			PIONEER TITLE AGENCY	INC			00503678	08/23/2021	22200478	090121AP		400.00
				400.00	50213170	543073		Durango St - Miller to Yuma				
			PIONEER TITLE AGENCY	INC			00503753	08/25/2021	22200478	090121AP		400.00
				400.00	50213170	543073		Durango St - Miller to Yuma				
								CHECK	137559	TOTAL:		5,000.00
137560	09/01/2021	PRTD	3080 PRAXAIR DISTRIBUTION	INC			65087730	07/30/2021	22200131	090121AP		333.62
				333.62	40003218	521540		Chemicals				
			PRAXAIR DISTRIBUTION	INC			65088348	07/30/2021	22200131	090121AP		128.43
				128.43	40003217	521540		Chemicals				
								CHECK	137560	TOTAL:		462.05
137561	09/01/2021	PRTD	6924 PRO BOX PORTABLE STORAGE				203091	08/24/2021	22200458	090121AP		170.17
				170.17	10001189	521505		Equipment Rental				
								CHECK	137561	TOTAL:		170.17
137562	09/01/2021	PRTD	6627 RAPIDSCALE				INV00032840	08/01/2021	22200076	090121AP		1,963.52
				1,963.52	10001189	520030		Software Maintenance				
								CHECK	137562	TOTAL:		1,963.52
137563	09/01/2021	PRTD	5194 RICOH USA, INC.				9029027915	08/26/2021	22200367	090121AP		16,336.25
				16,336.25	10001189	520020		Mail Service Center				
								CHECK	137563	TOTAL:		16,336.25

09/01/2021 16:20 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 10
| apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE	INV DATE	PO	CHECK	NET
137564	09/01/2021	PRTD	1847 RODEO FORD INC	154561 9.40 40003210 521508	08/12/2021	22200343	090121AP Automotive Expenses	9.40
			RODEO FORD INC	154757 208.40 40003210 521508	08/17/2021	22200343	090121AP Automotive Expenses	208.40
			RODEO FORD INC	154926 40.29 40003210 521508	08/20/2021	22200343	090121AP Automotive Expenses	40.29
			RODEO FORD INC	154939 101.61 10003171 522155 118.49 38103202 521508	08/20/2021	22200343	090121AP Operational Supplies Automotive Expenses	220.10
			RODEO FORD INC	154506 40.29 40003210 521508	08/11/2021	22200343	090121AP Automotive Expenses	40.29
CHECK 137564 TOTAL:								518.48
137565	09/01/2021	PRTD	1849 ROOSEVELT IRRIGATION DISTRICT	103121799 2,885.12 40013220 526027	07/01/2021		090121AP RID Recharge Fees	2,885.12
			ROOSEVELT IRRIGATION DISTRICT	103121800 2,885.12 40013220 526027	08/01/2021		090121AP RID Recharge Fees	2,885.12
CHECK 137565 TOTAL:								5,770.24
137566	09/01/2021	PRTD	1869 SAN TAN FORD	F211423 38,933.74 10003173 541210	08/30/2021	22100919	090121AP Automobiles	38,933.74
			SAN TAN FORD	F211420 38,933.74 10003173 541210	08/30/2021	22100919	090121AP Automobiles	38,933.74
			SAN TAN FORD	F211418 38,933.74 10002121 541210	08/30/2021	22100919	090121AP Automobiles	38,933.74
			SAN TAN FORD	F211416 38,933.74 10002121 541210	08/30/2021	22100919	090121AP Automobiles	38,933.74
			SAN TAN FORD	F211415 38,933.74 10002121 541210	08/30/2021	22100919	090121AP Automobiles	38,933.74
			SAN TAN FORD	F211421 38,933.74 10002121 541210	08/30/2021	22100919	090121AP Automobiles	38,933.74
			SAN TAN FORD	F211425 38,933.74 10002121 541210	08/30/2021	22100919	090121AP Automobiles	38,933.74

09/01/2021 16:20 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 11
 | apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE	INV DATE	PO	CHECK	NET
					CHECK	137566	TOTAL:	272,536.18
137567	09/01/2021	PRTD	5310 SANDS CHEVROLET, LLC	134955	08/13/2021	22200282	090121AP	36.51
			36.51 10003171 522155				Operational Supplies	
			SANDS CHEVROLET, LLC	135226	08/11/2021	22200282	090121AP	45.06
			45.06 10003171 522155				Operational Supplies	
					CHECK	137567	TOTAL:	81.57
137568	09/01/2021	PRTD	1858 SHI INTERNATIONAL CORP	B13912782	08/13/2021	22200412	090121AP	1,197.28
			1,197.28 10001189 520030				Software Maintenance	
			SHI INTERNATIONAL CORP	B13939764	08/19/2021	22200421	090121AP	9,831.54
			9,831.54 10001189 520030				Software Maintenance	
					CHECK	137568	TOTAL:	11,028.82
137569	09/01/2021	PRTD	5318 SOLENIS LLC	131849812	08/10/2021	22200313	090121AP	13,251.96
			13,251.96 40013223 521540				Chemicals	
			SOLENIS LLC	131849811	08/10/2021	22200306	090121AP	13,348.68
			13,348.68 40013222 521540				Chemicals	
					CHECK	137569	TOTAL:	26,600.64
137570	09/01/2021	PRTD	3089 SOMERSET LANDSCAPE LLC	PHXW 239228	07/01/2021	22200439	090121AP	1,420.00
			1,420.00 50012140 520035				Landscaping Service	
					CHECK	137570	TOTAL:	1,420.00
137571	09/01/2021	PRTD	6161 SOUTHERN TIRE MART, LLC	6130052094	08/19/2021	22200371	090121AP	335.18
			335.18 10003171 521528				Tires	
			SOUTHERN TIRE MART, LLC	6100036398	08/05/2021	22200371	090121AP	462.82
			462.82 10003171 521528				Tires	
			SOUTHERN TIRE MART, LLC	6130051008	08/06/2021	22200371	090121AP	1,104.95
			528.85 10003171 521528				Tires	
			576.10 38103202 521508				Automotive Expenses	
			SOUTHERN TIRE MART, LLC	6130051082	08/06/2021	22200371	090121AP	1,497.82
			1,497.82 10003171 521528				Tires	
					CHECK	137571	TOTAL:	3,400.77

09/01/2021 16:20 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 12
| apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE	INV DATE	PO	CHECK	NET
137572	09/01/2021	PRTD	1944 STANDARD PRINTING COMPANY INC	263789	08/02/2021	22200350	090121AP	1,119.03
			346.90 40003230 520037				Professional Services General	
			346.90 40013230 520037				Professional Services General	
			425.23 40053230 520037				Professional Services General	
						CHECK	137572 TOTAL:	1,119.03
137573	09/01/2021	PRTD	1661 STEVEN MCCLURE	August 17, 2021	08/17/2021	22200027	090121AP	2,000.00
			2,000.00 10002120 520016				Public Defender	
						CHECK	137573 TOTAL:	2,000.00
137574	09/01/2021	PRTD	6738 TERRY'S PEST CONTROL, LLC	02111237	08/08/2021	22200226	090121AP	220.00
			70.00 40003210 520037				Professional Services General	
			150.00 40013220 520037				Professional Services General	
			TERRY'S PEST CONTROL, LLC	02111233	07/09/2021	22200226	090121AP	220.00
			70.00 40003210 520037				Professional Services General	
			150.00 40013220 520037				Professional Services General	
						CHECK	137574 TOTAL:	440.00
137575	09/01/2021	PRTD	6505 THE CONCENTRIUM LLC	210601	08/24/2021	22200108	090121AP	2,638.95
			2,638.95 10004150 523026				Marketing/Publicity Exp	
						CHECK	137575 TOTAL:	2,638.95
137576	09/01/2021	PRTD	1704 NATIONAL HAZARD CONTROL	2058	04/26/2021	22200262	090121AP	259.32
			259.32 10002121 520005				Crime Scene Clean-Up	
			NATIONAL HAZARD CONTROL	2081	06/14/2021	22200262	090121AP	287.78
			287.78 10002121 520005				Crime Scene Clean-Up	
			NATIONAL HAZARD CONTROL	2040	03/29/2021	22200262	090121AP	1,371.42
			1,371.42 10002121 520005				Crime Scene Clean-Up	
						CHECK	137576 TOTAL:	1,918.52
137577	09/01/2021	PRTD	2035 UNIFIRST CORPORATION	3152430021	08/25/2021	22200055	090121AP	5.18
			5.18 35754150 521502				Program Supplies/Equipment	
						CHECK	137577 TOTAL:	5.18

09/01/2021 16:20 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 13
 | apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE

INV DATE

PO

CHECK

NET

137578	09/01/2021	PRTD	6403 UNION PACIFIC RAILROAD COMPANY	314840666	08/01/2021	090121AP	2,524.20
			2,524.20 40003210 520051		Building Lease		

CHECK 137578 TOTAL: 2,524.20

137579	09/01/2021	PRTD	5660 VERTECH INDUSTRIAL SYSTEMS, LLC	p210205.00-10916	08/18/2021	22200314 090121AP	25,194.08
			25,194.08 40003210 521526		SCADA		

CHECK 137579 TOTAL: 25,194.08

137580	09/01/2021	PRTD	5425 VORTEX INDUSTRIES	20-1529089	08/17/2021	22200193 090121AP	1,329.00
			1,329.00 10003172 520525		Hardware Maintenance		

CHECK 137580 TOTAL: 1,329.00

137581	09/01/2021	PRTD	2071 W.W. GRAINGER, INC	9920446615	06/02/2021	22200246 090121AP	181.39
			181.39 40013224 520543		WW R&M		

			W.W. GRAINGER, INC	9025868895	08/18/2021	22200230 090121AP	544.58
			544.58 40003231 521512		Parts/Materials		

CHECK 137581 TOTAL: 725.97

NUMBER OF CHECKS 75 *** CASH ACCOUNT TOTAL *** 739,185.47

	COUNT	AMOUNT
	-----	-----
TOTAL PRINTED CHECKS	75	739,185.47

*** GRAND TOTAL *** 739,185.47

09/01/2021 16:20 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 14
 |apcshdsb

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 3 26	APP 1000-201000	09/01/2021	090121AP	AP0901			Accounts Payable		524,095.85	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 9999-104000	09/01/2021	090121AP	AP0901			Cash in Bank - Checking			739,185.47
							AP CASH DISBURSEMENTS JOURNAL			
	APP 4000-201000	09/01/2021	090121AP	AP0901			Accounts Payable		83,731.83	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 4001-201000	09/01/2021	090121AP	AP0901			Accounts Payable		109,687.57	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 3810-201000	09/01/2021	090121AP	AP0901			Accounts Payable		1,623.99	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 3575-201000	09/01/2021	090121AP	AP0901			Accounts Payable		3,240.06	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 4010-201000	09/01/2021	090121AP	AP0901			Accounts Payable		341.51	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 4005-201000	09/01/2021	090121AP	AP0901			Accounts Payable		434.95	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 5021-201000	09/01/2021	090121AP	AP0901			Accounts Payable		14,078.22	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 3573-201000	09/01/2021	090121AP	AP0901			Accounts Payable		531.49	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 5001-201000	09/01/2021	090121AP	AP0901			Accounts Payable		1,420.00	
							AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL									739,185.47	739,185.47
APP 9999-201010		09/01/2021	090121AP	AP0901			DT DF		739,185.47	
APP 1000-101010		09/01/2021	090121AP	AP0901			Pooled Cash Equity			524,095.85
APP 4000-101010		09/01/2021	090121AP	AP0901			Pooled Cash Equity			83,731.83
APP 4001-101010		09/01/2021	090121AP	AP0901			Pooled Cash Equity			109,687.57
APP 3810-101010		09/01/2021	090121AP	AP0901			Pooled Cash Equity			1,623.99
APP 3575-101010		09/01/2021	090121AP	AP0901			Pooled Cash Equity			3,240.06
APP 4010-101010		09/01/2021	090121AP	AP0901			Pooled Cash Equity			341.51
APP 4005-101010		09/01/2021	090121AP	AP0901			Pooled Cash Equity			434.95
APP 5021-101010		09/01/2021	090121AP	AP0901			Pooled Cash Equity			14,078.22
APP 3573-101010		09/01/2021	090121AP	AP0901			Pooled Cash Equity			531.49
APP 5001-101010		09/01/2021	090121AP	AP0901			Pooled Cash Equity			1,420.00

09/01/2021 16:20 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 15
 |apcshdsb

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
09/01/2021	090121AP	AP0901							
SYSTEM GENERATED ENTRIES TOTAL							-----	-----	
							739,185.47		739,185.47
JOURNAL 2022/03/26 TOTAL							-----	-----	
							1,478,370.94		1,478,370.94

09/01/2021 16:20
acruz

|City of Buckeye, AZ - LIVE
|A/P CASH DISBURSEMENTS JOURNAL

|P 16
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund 1000-101010 1000-201000	2022 3	26	09/01/2021	Pooled Cash Equity Accounts Payable	524,095.85	524,095.85
				FUND TOTAL	524,095.85	524,095.85
3573 Police Department Grants 3573-101010 3573-201000	2022 3	26	09/01/2021	Pooled Cash Equity Accounts Payable	531.49	531.49
				FUND TOTAL	531.49	531.49
3575 Area Agency on Aging 3575-101010 3575-201000	2022 3	26	09/01/2021	Pooled Cash Equity Accounts Payable	3,240.06	3,240.06
				FUND TOTAL	3,240.06	3,240.06
3810 Highway User Revenue Fund 3810-101010 3810-201000	2022 3	26	09/01/2021	Pooled Cash Equity Accounts Payable	1,623.99	1,623.99
				FUND TOTAL	1,623.99	1,623.99
4000 Water Utility Fund 4000-101010 4000-201000	2022 3	26	09/01/2021	Pooled Cash Equity Accounts Payable	83,731.83	83,731.83
				FUND TOTAL	83,731.83	83,731.83
4001 Wastewater Fund 4001-101010 4001-201000	2022 3	26	09/01/2021	Pooled Cash Equity Accounts Payable	109,687.57	109,687.57
				FUND TOTAL	109,687.57	109,687.57
4005 Environmental Services 4005-101010 4005-201000	2022 3	26	09/01/2021	Pooled Cash Equity Accounts Payable	434.95	434.95
				FUND TOTAL	434.95	434.95
4010 Airport Fund 4010-101010 4010-201000	2022 3	26	09/01/2021	Pooled Cash Equity Accounts Payable	341.51	341.51
				FUND TOTAL	341.51	341.51
5001 Cemetery Improvement Fund	2022 3	26	09/01/2021			

09/01/2021 16:20
acruz

|City of Buckeye, AZ - LIVE
|A/P CASH DISBURSEMENTS JOURNAL

|P 17
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
5001-101010					Pooled Cash Equity		1,420.00
5001-201000					Accounts Payable	1,420.00	
						-----	-----
					FUND TOTAL	1,420.00	1,420.00
5021 CIP General	2022	3	26	09/01/2021	Pooled Cash Equity		14,078.22
5021-101010					Accounts Payable	14,078.22	
5021-201000						-----	-----
					FUND TOTAL	14,078.22	14,078.22
9999 Pooled Cash	2022	3	26	09/01/2021	Cash in Bank - Checking		739,185.47
9999-104000					DT DF	739,185.47	
9999-201010						-----	-----
					FUND TOTAL	739,185.47	739,185.47

09/01/2021 16:20 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 18
 |apcshdsb

FUND	DUE TO	DUE FR
1000 General Fund		524,095.85
3573 Police Department Grants		531.49
3575 Area Agency on Aging		3,240.06
3810 Highway User Revenue Fund		1,623.99
4000 Water Utility Fund		83,731.83
4001 Wastewater Fund		109,687.57
4005 Environmental Services		434.95
4010 Airport Fund		341.51
5001 Cemetery Improvement Fund		1,420.00
5021 CIP General		14,078.22
9999 Pooled Cash	739,185.47	
	-----	-----
TOTAL	739,185.47	739,185.47

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

09/02/2021 07:35 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 1
 | apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK	NET
137582 09/01/2021 PRTD 1489 GUST ROSENFELD P.L.C.	377444	08/23/2021	090121CF	624.00
624.00 80087710 520001	Legal Services			
GUST ROSENFELD P.L.C.	377443	08/23/2021	090121CF	106.00
106.00 80067705 520001	Legal Services			
GUST ROSENFELD P.L.C.	377442	08/23/2021	090121CF	43.00
43.00 80077706 520037	Professional Services General			
GUST ROSENFELD P.L.C.	377441	08/23/2021	090121CF	43.00
43.00 80057704 520001	Legal Services			
GUST ROSENFELD P.L.C.	377464	08/23/2021	090121CF	43.00
43.00 80027703 520001	Legal Services			
GUST ROSENFELD P.L.C.	377463	08/23/2021	090121CF	43.00
43.00 80017702 520001	Legal Services			
GUST ROSENFELD P.L.C.	377462	08/23/2021	090121CF	43.00
43.00 80007701 520001	Legal Services			
GUST ROSENFELD P.L.C.	377447	08/23/2021	090121CF	43.00
43.00 80107707 520001	Legal Services			
CHECK 137582 TOTAL:				988.00
137583 09/01/2021 PRTD 999995 DELORES DAVIS	504-42-198	08/24/2021	090121CF	2,797.48
2,797.48 72217707 484759	Principal & Interest			
CHECK 137583 TOTAL:				2,797.48
NUMBER OF CHECKS	2	*** CASH ACCOUNT TOTAL ***		3,785.48
		COUNT	AMOUNT	
		-----	-----	
TOTAL PRINTED CHECKS		2	3,785.48	
*** GRAND TOTAL ***				3,785.48

09/02/2021 07:35 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 2
 |apcshdsb

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	3	37									
APP	8008-201000		09/02/2021	090121CF	CFD090			Accounts Payable		624.00	
								AP CASH DISBURSEMENTS JOURNAL			
APP	9999-104000		09/02/2021	090121CF	CFD090			Cash in Bank - Checking			3,785.48
								AP CASH DISBURSEMENTS JOURNAL			
APP	8006-201000		09/02/2021	090121CF	CFD090			Accounts Payable		106.00	
								AP CASH DISBURSEMENTS JOURNAL			
APP	8007-201000		09/02/2021	090121CF	CFD090			Accounts Payable		43.00	
								AP CASH DISBURSEMENTS JOURNAL			
APP	8005-201000		09/02/2021	090121CF	CFD090			Accounts Payable		43.00	
								AP CASH DISBURSEMENTS JOURNAL			
APP	8002-201000		09/02/2021	090121CF	CFD090			Accounts Payable		43.00	
								AP CASH DISBURSEMENTS JOURNAL			
APP	8001-201000		09/02/2021	090121CF	CFD090			Accounts Payable		43.00	
								AP CASH DISBURSEMENTS JOURNAL			
APP	8000-201000		09/02/2021	090121CF	CFD090			Accounts Payable		43.00	
								AP CASH DISBURSEMENTS JOURNAL			
APP	8010-201000		09/02/2021	090121CF	CFD090			Accounts Payable		43.00	
								AP CASH DISBURSEMENTS JOURNAL			
APP	7221-201000		09/02/2021	090121CF	CFD090			Accounts Payable		2,797.48	
								AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL										3,785.48	3,785.48
APP	9999-201010		09/02/2021	090121CF	CFD090			DT DF		3,785.48	
APP	8008-101010		09/02/2021	090121CF	CFD090			Pooled Cash Equity			624.00
APP	8006-101010		09/02/2021	090121CF	CFD090			Pooled Cash Equity			106.00
APP	8007-101010		09/02/2021	090121CF	CFD090			Pooled Cash Equity			43.00
APP	8005-101010		09/02/2021	090121CF	CFD090			Pooled Cash Equity			43.00
APP	8002-101010		09/02/2021	090121CF	CFD090			Pooled Cash Equity			43.00
APP	8001-101010		09/02/2021	090121CF	CFD090			Pooled Cash Equity			43.00
APP	8000-101010		09/02/2021	090121CF	CFD090			Pooled Cash Equity			43.00
APP	8010-101010		09/02/2021	090121CF	CFD090			Pooled Cash Equity			43.00
APP	7221-101010		09/02/2021	090121CF	CFD090			Pooled Cash Equity			2,797.48
SYSTEM GENERATED ENTRIES TOTAL										3,785.48	3,785.48

09/02/2021 07:35 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 3
 |apcshdsb

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL	DESC	REF 1	REF 2	REF 3				
						JOURNAL 2022/03/37	TOTAL	7,570.96	7,570.96

09/02/2021 07:35
acruz

|City of Buckeye, AZ - LIVE
|A/P CASH DISBURSEMENTS JOURNAL

|P 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
7221 Watson Rd CFD 2005 Debt 7221-101010 7221-201000	2022 3	37	09/02/2021	Pooled Cash Equity Accounts Payable	2,797.48	2,797.48
				FUND TOTAL	2,797.48	2,797.48
8000 Sundance CFD O&M 8000-101010 8000-201000	2022 3	37	09/02/2021	Pooled Cash Equity Accounts Payable	43.00	43.00
				FUND TOTAL	43.00	43.00
8001 Verrado Dist 1 CFD O&M 8001-101010 8001-201000	2022 3	37	09/02/2021	Pooled Cash Equity Accounts Payable	43.00	43.00
				FUND TOTAL	43.00	43.00
8002 Verrado WO CFD O&M 8002-101010 8002-201000	2022 3	37	09/02/2021	Pooled Cash Equity Accounts Payable	43.00	43.00
				FUND TOTAL	43.00	43.00
8005 Westpark CFD O&M 8005-101010 8005-201000	2022 3	37	09/02/2021	Pooled Cash Equity Accounts Payable	43.00	43.00
				FUND TOTAL	43.00	43.00
8006 Fest Ranch CFD O&M 8006-101010 8006-201000	2022 3	37	09/02/2021	Pooled Cash Equity Accounts Payable	106.00	106.00
				FUND TOTAL	106.00	106.00
8007 Tartesso West CFD O&M 8007-101010 8007-201000	2022 3	37	09/02/2021	Pooled Cash Equity Accounts Payable	43.00	43.00
				FUND TOTAL	43.00	43.00
8008 Anthem Sun Valley CFD O&M 8008-101010 8008-201000	2022 3	37	09/02/2021	Pooled Cash Equity Accounts Payable	624.00	624.00
				FUND TOTAL	624.00	624.00
8010 Watson Rd CFD O&M	2022 3	37	09/02/2021			

09/02/2021 07:35
acruz

|City of Buckeye, AZ - LIVE
|A/P CASH DISBURSEMENTS JOURNAL

|P 5
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT								
8010-101010						Pooled Cash Equity		43.00
8010-201000						Accounts Payable	43.00	
							-----	-----
						FUND TOTAL	43.00	43.00
9999 Pooled Cash	2022	3	37	09/02/2021				
9999-104000						Cash in Bank - Checking		3,785.48
9999-201010						DT DF	3,785.48	
							-----	-----
						FUND TOTAL	3,785.48	3,785.48

09/02/2021 07:35 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

| P 6
 | apcshdsb

FUND	DUE TO	DUE FR
7221 watson Rd CFD 2005 Debt		2,797.48
8000 Sundance CFD O&M		43.00
8001 Verrado Dist 1 CFD O&M		43.00
8002 Verrado WO CFD O&M		43.00
8005 Westpark CFD O&M		43.00
8006 Fest Ranch CFD O&M		106.00
8007 Tartesso West CFD O&M		43.00
8008 Anthem Sun Valley CFD O&M		624.00
8010 Watson Rd CFD O&M		43.00
9999 Pooled Cash	3,785.48	
	-----	-----
TOTAL	3,785.48	3,785.48

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

09/02/2021 16:02 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 1
| apcsbdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK	NET
137584 09/02/2021 PRTD 5566 ACRO SERVICE CORPORATION 1416489 727.75 10002121 520012	08/22/2021	22200404	09021AP Contract Labor	727.75
	CHECK	137584	TOTAL:	727.75
137585 09/02/2021 PRTD 6665 ASPIN/MOHAVE 22A01279 2,250.87 35754150 521502	08/12/2021	22200031	09021AP Program Supplies/Equipment	2,250.87
	CHECK	137585	TOTAL:	2,250.87
137586 09/02/2021 PRTD 6796 ASSURED DOCUMENT DESTRUCTION, INC 363056 300.00 10002121 520037	08/23/2021	22200505	09021AP Professional Services General	300.00
	CHECK	137586	TOTAL:	300.00
137587 09/02/2021 PRTD 1174 AZ MUNICIPAL RISK RETENTION PO 1228 14,053.11 31001115 523001	08/10/2021		09021AP General Liability Claims	14,053.11
	CHECK	137587	TOTAL:	14,053.11
137588 09/02/2021 PRTD 6425 BIDDLE CONSULTING GROUP, INC. 68284 3,995.00 10002121 520029	07/26/2021	22200265	09021AP Pre-Employment Testing	3,995.00
	CHECK	137588	TOTAL:	3,995.00
137589 09/02/2021 PRTD 1248 BUCKEYE VALLEY CHAMBER OF COMMERC 1007 9,000.00 10001187 520038	08/03/2021	22200194	09021AP Contributions to Civic Orgs	9,000.00
BUCKEYE VALLEY CHAMBER OF COMMERC 1010 5,000.00 10001187 520038	08/24/2021	22200125	09021AP Contributions to Civic Orgs	5,000.00
	CHECK	137589	TOTAL:	14,000.00
137590 09/02/2021 PRTD 3021 CINTAS CORPORATION NO 3 4094061834 9.72 40053205 521922	08/26/2021	22200359	09021AP Uniforms	9.72
CINTAS CORPORATION NO 3 4094061903 73.87 10003171 521922	08/26/2021	22200171	09021AP Uniforms	73.87
CINTAS CORPORATION NO 3 4094061945 89.12 38103202 521922	08/26/2021	22200213	09021AP Uniforms	89.12
	CHECK	137590	TOTAL:	172.71

09/02/2021 16:02 |City of Buckeye, AZ - LIVE
acruz |A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcschdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE	INV DATE	PO	CHECK	NET
137591	09/02/2021	PRTD	5135 TECH 24-COMMERCIAL FOODSERVICE RE 6050313 390.99 35754150 520018		08/10/2021	22200056	09021AP General Contractual Services	390.99
						CHECK	137591 TOTAL:	390.99
137592	09/02/2021	PRTD	6549 ESI CORP 5,000.00 10001187 520037	1221	08/30/2021	22200139	09021AP Professional Services General	5,000.00
						CHECK	137592 TOTAL:	5,000.00
137593	09/02/2021	PRTD	1605 LAYER 8, LLC 9,350.00 10001189 520018	1631	08/08/2021	22200113	09021AP General Contractual Services	9,350.00
						CHECK	137593 TOTAL:	9,350.00
137594	09/02/2021	PRTD	1622 LOOMIS 351.37 10001110 520053 351.37 40003230 520053 351.37 40013230 520053 351.37 40053230 520053	12847110	07/31/2021	22200249	09021AP Armored Car Services Armored Car Services Armored Car Services Armored Car Services	1,405.48
						CHECK	137594 TOTAL:	1,405.48
137595	09/02/2021	PRTD	6135 MECHANICAL PRODUCTS SOUTHWEST, IN 412474 1,364.85 10003174 520512		08/31/2021	22200174	09021AP Building Repairs	1,364.85
						CHECK	137595 TOTAL:	1,364.85
137596	09/02/2021	PRTD	6791 MGC CONTRACTORS, INC 129,319.27 40001113 543042	22200275 - 3	09/01/2021	22200275	09021AP waterline at Airport	129,319.27
						CHECK	137596 TOTAL:	129,319.27
137597	09/02/2021	PRTD	5113 MICHAEL BAKER INTERNATIONAL, INC. 1124234 15,718.00 10005185 520006		08/16/2021	22200159	09021AP Engineering Services	15,718.00
						CHECK	137597 TOTAL:	15,718.00
137598	09/02/2021	PRTD	6622 SUNRISE ENGINEERING INC 26,130.00 10005185 520006	0119160	08/03/2021	22200162	09021AP Engineering Services	26,130.00
						CHECK	137598 TOTAL:	26,130.00

09/02/2021 16:02 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 3
 | apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE

INV DATE

PO

CHECK

NET

137599	09/02/2021	PRTD	6095 VARGYAS NETWORKS, INC	1000239051	08/27/2021	22200130	09021AP	1,733.50
			558.59 10001192 521523				Equipment <\$5,000	
			1,174.91 10001192 522155				Operational Supplies	

CHECK 137599 TOTAL: 1,733.50

137600	09/02/2021	PRTD	6158 VOIANCE LANGUAGE SERVICES, LLC	1375126	08/31/2021	22200434	09021AP	4.72
			4.72 10002121 520037				Professional Services General	

CHECK 137600 TOTAL: 4.72

NUMBER OF CHECKS 17 *** CASH ACCOUNT TOTAL *** 225,916.25

	COUNT	AMOUNT
	-----	-----
TOTAL PRINTED CHECKS	17	225,916.25

*** GRAND TOTAL *** 225,916.25

09/02/2021 16:02 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 4
 |apcshdsb

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 3 76	APP 1000-201000	09/02/2021	09021AP	AP0902			Accounts Payable AP CASH DISBURSEMENTS JOURNAL		78,749.06	
	APP 9999-104000	09/02/2021	09021AP	AP0902			Cash in Bank - Checking AP CASH DISBURSEMENTS JOURNAL			225,916.25
	APP 3575-201000	09/02/2021	09021AP	AP0902			Accounts Payable AP CASH DISBURSEMENTS JOURNAL		2,641.86	
	APP 3100-201000	09/02/2021	09021AP	AP0902			Accounts Payable AP CASH DISBURSEMENTS JOURNAL		14,053.11	
	APP 4005-201000	09/02/2021	09021AP	AP0902			Accounts Payable AP CASH DISBURSEMENTS JOURNAL		361.09	
	APP 3810-201000	09/02/2021	09021AP	AP0902			Accounts Payable AP CASH DISBURSEMENTS JOURNAL		89.12	
	APP 4000-201000	09/02/2021	09021AP	AP0902			Accounts Payable AP CASH DISBURSEMENTS JOURNAL		129,670.64	
	APP 4001-201000	09/02/2021	09021AP	AP0902			Accounts Payable AP CASH DISBURSEMENTS JOURNAL		351.37	
GENERAL LEDGER TOTAL									225,916.25	225,916.25
DT DF									225,916.25	
	APP 9999-201010	09/02/2021	09021AP	AP0902			Pooled Cash Equity			78,749.06
	APP 1000-101010	09/02/2021	09021AP	AP0902			Pooled Cash Equity			2,641.86
	APP 3575-101010	09/02/2021	09021AP	AP0902			Pooled Cash Equity			14,053.11
	APP 3100-101010	09/02/2021	09021AP	AP0902			Pooled Cash Equity			361.09
	APP 4005-101010	09/02/2021	09021AP	AP0902			Pooled Cash Equity			89.12
	APP 3810-101010	09/02/2021	09021AP	AP0902			Pooled Cash Equity			129,670.64
	APP 4000-101010	09/02/2021	09021AP	AP0902			Pooled Cash Equity			351.37
SYSTEM GENERATED ENTRIES TOTAL									225,916.25	225,916.25
JOURNAL 2022/03/76 TOTAL									451,832.50	451,832.50

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund 1000-101010 1000-201000	2022 3	76	09/02/2021	Pooled Cash Equity Accounts Payable	78,749.06	78,749.06
				FUND TOTAL	78,749.06	78,749.06
3100 Risk Mgmt Retention Fund 3100-101010 3100-201000	2022 3	76	09/02/2021	Pooled Cash Equity Accounts Payable	14,053.11	14,053.11
				FUND TOTAL	14,053.11	14,053.11
3575 Area Agency on Aging 3575-101010 3575-201000	2022 3	76	09/02/2021	Pooled Cash Equity Accounts Payable	2,641.86	2,641.86
				FUND TOTAL	2,641.86	2,641.86
3810 Highway User Revenue Fund 3810-101010 3810-201000	2022 3	76	09/02/2021	Pooled Cash Equity Accounts Payable	89.12	89.12
				FUND TOTAL	89.12	89.12
4000 Water Utility Fund 4000-101010 4000-201000	2022 3	76	09/02/2021	Pooled Cash Equity Accounts Payable	129,670.64	129,670.64
				FUND TOTAL	129,670.64	129,670.64
4001 Wastewater Fund 4001-101010 4001-201000	2022 3	76	09/02/2021	Pooled Cash Equity Accounts Payable	351.37	351.37
				FUND TOTAL	351.37	351.37
4005 Environmental Services 4005-101010 4005-201000	2022 3	76	09/02/2021	Pooled Cash Equity Accounts Payable	361.09	361.09
				FUND TOTAL	361.09	361.09
9999 Pooled Cash 9999-104000 9999-201010	2022 3	76	09/02/2021	Cash in Bank - Checking DT DF	225,916.25	225,916.25
				FUND TOTAL	225,916.25	225,916.25

09/02/2021 16:02 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 6
 |apcshdsb

FUND	DUE TO	DUE FR
1000 General Fund		78,749.06
3100 Risk Mgmt Retention Fund		14,053.11
3575 Area Agency on Aging		2,641.86
3810 Highway User Revenue Fund		89.12
4000 Water Utility Fund		129,670.64
4001 Wastewater Fund		351.37
4005 Environmental Services		361.09
9999 Pooled Cash	225,916.25	
	-----	-----
TOTAL	225,916.25	225,916.25

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

09/02/2021 16:19 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 1
 | apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK	NET
137601 09/02/2021 PRTD 999997 HERRERA, JANET & JOHN	108928 08/26/2021		090221UB	162.23
162.23 4001 130000	Accounts Receivable			
	CHECK	137601	TOTAL:	162.23
137602 09/02/2021 PRTD 999997 MACIAS, XAVIER	108925 08/26/2021		090221UB	105.40
105.40 4001 130000	Accounts Receivable			
	CHECK	137602	TOTAL:	105.40
137603 09/02/2021 PRTD 999997 ORTEGA, DANIEL	108929 08/26/2021		090221UB	126.43
93.49 4000 130000	Accounts Receivable			
32.94 4001 130000	Accounts Receivable			
	CHECK	137603	TOTAL:	126.43
137604 09/02/2021 PRTD 999997 STEINKE, MOLLIE	108927 08/26/2021		090221UB	209.70
209.70 4000 130000	Accounts Receivable			
	CHECK	137604	TOTAL:	209.70
137605 09/02/2021 PRTD 999997 WITHEE, PAIGE & BRANDON	108926 08/26/2021		090221UB	126.43
126.43 4001 130000	Accounts Receivable			
	CHECK	137605	TOTAL:	126.43
NUMBER OF CHECKS	5	*** CASH ACCOUNT TOTAL ***		730.19
	COUNT	AMOUNT		
TOTAL PRINTED CHECKS	5	730.19		
		*** GRAND TOTAL ***		730.19

09/02/2021 16:19 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED
 CLERK: acruz

|P 2
 |apcshdsb

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022 3 77	APP 4001-201000	09/02/2021	090221UB	UB0902			Accounts Payable		427.00	
							AP CASH DISBURSEMENTS JOURNAL			
APP 9999-104000	09/02/2021	090221UB	UB0902				Cash in Bank - Checking			730.19
							AP CASH DISBURSEMENTS JOURNAL			
APP 4000-201000	09/02/2021	090221UB	UB0902				Accounts Payable		303.19	
							AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL									730.19	730.19
APP 9999-201010	09/02/2021	090221UB	UB0902				DT DF		730.19	
APP 4001-101010	09/02/2021	090221UB	UB0902				Pooled Cash Equity			427.00
APP 4000-101010	09/02/2021	090221UB	UB0902				Pooled Cash Equity			303.19
SYSTEM GENERATED ENTRIES TOTAL									730.19	730.19
JOURNAL 2022/03/77 TOTAL									1,460.38	1,460.38

09/02/2021 16:19 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

| P 3
 | apcshdsb

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
4000 Water Utility Fund	2022 3	77	09/02/2021			
4000-101010				Pooled Cash Equity		303.19
4000-201000				Accounts Payable	303.19	
				FUND TOTAL	303.19	303.19
4001 Wastewater Fund	2022 3	77	09/02/2021			
4001-101010				Pooled Cash Equity		427.00
4001-201000				Accounts Payable	427.00	
				FUND TOTAL	427.00	427.00
9999 Pooled Cash	2022 3	77	09/02/2021			
9999-104000				Cash in Bank - Checking		730.19
9999-201010				DT DF	730.19	
				FUND TOTAL	730.19	730.19

09/02/2021 16:19 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

| P 4
 | apcshdsb

FUND	DUE TO	DUE FR
4000 Water Utility Fund		303.19
4001 Wastewater Fund		427.00
9999 Pooled Cash	730.19	
	-----	-----
TOTAL	730.19	730.19

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

09/08/2021 15:08 |City of Buckeye, AZ - LIVE
acruz |A/P CASH DISBURSEMENTS JOURNAL

|P 1
|apcsbdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK	NET
137619 09/08/2021 PRTD 1978 3M COMPANY 9412418591 10,850.93 38103202 521715	08/17/2021 22200335	090821AP	Signs & Markings	10,850.93
	CHECK	137619	TOTAL:	10,850.93
137620 09/08/2021 PRTD 6483 ACE ASPHALT OF ARIZONA, INC. 68182 2,035,366.31 50203170 520601	09/08/2021 22101104	090821AP	Pavement Maintenance	2,035,366.31
	CHECK	137620	TOTAL:	2,035,366.31
137621 09/08/2021 PRTD 1517 ALBERT HOLLER & ASSOCIATES August 2021 5,000.00 10001110 520037	08/31/2021 22200411	090821AP	Professional Services General	5,000.00
	CHECK	137621	TOTAL:	5,000.00
137622 09/08/2021 PRTD 5141 ANDREWS REFRIGERATION 38259 340.00 40013221 520540	07/29/2021 22200307	090821AP	Wastewater Plant R & M	340.00
	CHECK	137622	TOTAL:	340.00
137623 09/08/2021 PRTD 1103 AQUATIC ENVIRONMENTAL SYSTEMS IN50342 2,348.32 10003172 521540	08/16/2021 22200175	090821AP	Chemicals	2,348.32
	CHECK	137623	TOTAL:	2,348.32
137624 09/08/2021 PRTD 1104 ARAMARK UNIFORM & CAREER APPAREL 473000289116 350.61 40003210 521922 272.62 40013220 521922	08/26/2021 22200362	090821AP	Uniforms	623.23
ARAMARK UNIFORM & CAREER APPAREL 473000286524 350.61 40003210 521922 272.62 40013220 521922	08/19/2021 22200362	090821AP	Uniforms	623.23
	CHECK	137624	TOTAL:	1,246.46
137625 09/08/2021 PRTD 1116 ARIZONA ELEVATOR SOLUTIONS, INC. 49714 745.60 10003174 520512	09/01/2021 22200195	090821AP	Building Repairs	745.60
	CHECK	137625	TOTAL:	745.60
137626 09/08/2021 PRTD 5138 ARIZONA SUPREME COURT 2022-00000012 7,742.06 10002120 526121	08/17/2021 22200495	090821AP	On-line Subscriptions	7,742.06

09/08/2021 15:08 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 2
 | apcsbdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE

INV DATE

PO

CHECK

NET

					CHECK	137626	TOTAL:	7,742.06
137627	09/08/2021	PRTD	6665 ASPIN/MOHAVE	22A02653 2,365.30 35754150 521502	09/03/2021	22200031	090821AP Program Supplies/Equipment	2,365.30
					CHECK	137627	TOTAL:	2,365.30
137628	09/08/2021	PRTD	1165 AGS SAFETY & SUPPLY	7551795 293.13 40003350 521514	08/26/2021	22200229	090821AP Water Distrib System R&M	293.13
					CHECK	137628	TOTAL:	293.13
137629	09/08/2021	PRTD	6301 BRIGHTVIEW LANDSCAPE SERVICES INC	7444945 658.00 10003172 520035 1,250.00 10003176 520035	06/29/2021	22100940	090821AP Landscaping Service Landscaping Service	1,908.00
					CHECK	137629	TOTAL:	1,908.00
137630	09/08/2021	PRTD	5696 BROWN AND ASSOCIATES CERTIFIED IN	36160 13,950.00 10005180 520056	07/30/2021	22200134	090821AP Inspection Services	13,950.00
					CHECK	137630	TOTAL:	13,950.00
137631	09/08/2021	PRTD	1251 BUCKEYE WATER CONSERVATION &	907 328.22 40003300 520581	06/30/2021	22200165	090821AP Well Maintenance Repair	328.22
			BUCKEYE WATER CONSERVATION &	908 5,578.55 40003300 520581	06/11/2021	22200165	090821AP Well Maintenance Repair	5,578.55
					CHECK	137631	TOTAL:	5,906.77
137632	09/08/2021	PRTD	1263 C & I SHOW HARDWARE & SECURITY SY	141972 637.79 10003172 520525	08/30/2021	22200204	090821AP Hardware Maintenance	637.79
					CHECK	137632	TOTAL:	637.79
137633	09/08/2021	PRTD	1279 CANON SOLUTIONS AMERICA, INC	4040384209 185.13 10005180 520037	08/31/2021	22200149	090821AP Professional Services General	185.13
					CHECK	137633	TOTAL:	185.13
137634	09/08/2021	PRTD	5029 CDW GOVERNMENT LLC	J870694 852.61 10001192 522155	08/26/2021	22200457	090821AP Operational Supplies	852.61

09/08/2021 15:08 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 3
 | apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE	INV DATE	PO	CHECK	NET
					CHECK	137634	TOTAL:	852.61
137635	09/08/2021	PRTD	3021 CINTAS CORPORATION NO 3	4094749698	09/02/2021	22200359	090821AP	9.72
			9.72 40053205 521922				Uniforms	
			CINTAS CORPORATION NO 3	4094749746	09/02/2021	22200171	090821AP	73.87
			73.87 10003171 521922				Uniforms	
			CINTAS CORPORATION NO 3	4094749804	09/02/2021	22200213	090821AP	89.12
			89.12 38103202 521922				Uniforms	
					CHECK	137635	TOTAL:	172.71
137636	09/08/2021	PRTD	1303 CITY ELECTRIC SUPPLY	G00/066043	09/01/2021	22200180	090821AP	571.20
			571.20 10003172 522155				Operational Supplies	
					CHECK	137636	TOTAL:	571.20
137637	09/08/2021	PRTD	1343 CUMMINS ROCKY MOUNTAIN, LLC	54-89695	08/31/2021	22200349	090821AP	6,398.35
			6,398.35 40003218 520515				Generator R & M	
					CHECK	137637	TOTAL:	6,398.35
137638	09/08/2021	PRTD	5015 F.S.O.C. LLC	1380	08/01/2021		090821AP	16,792.00
			16,792.00 10002121 522155				Operational Supplies	
					CHECK	137638	TOTAL:	16,792.00
137639	09/08/2021	PRTD	5295 DELL MARKETING L.P.	10514990872	08/30/2021	22200456	090821AP	1,330.49
			1,330.49 10001192 521523				Equipment <\$5,000	
			DELL MARKETING L.P.	10515953805	09/03/2021	22200390	090821AP	1,392.32
			1,392.32 10005180 521521				IT Equipment <\$5000	
			DELL MARKETING L.P.	10515953792	09/03/2021	22200386	090821AP	1,392.32
			348.07 10003170 521521				IT Equipment <\$5000	
			348.08 10003172 521521				IT Equipment <\$5000	
			348.08 38103202 521521				IT Equipment <\$5000	
			348.09 40053205 521521				IT Equipment <\$5000	
					CHECK	137639	TOTAL:	4,115.13
137640	09/08/2021	PRTD	1374 DIVERSIFIED INSPECTIONS	INDI39867	07/14/2021	22200023	090821AP	800.00
			800.00 10002140 520518				Equip Testing & Certification	

09/08/2021 15:08 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 4
 | apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE	INV DATE	PO	CHECK	NET
					CHECK	137640	TOTAL:	800.00
137641	09/08/2021	PRTD	3032 ECD SYSTEMS LLC	17966	07/12/2021	22200178	090821AP	132.96
				132.96 10003172 526121	On-line Subscriptions			
			ECD SYSTEMS LLC	17973	07/12/2021	22200178	090821AP	26.00
				26.00 10003172 526121	On-line Subscriptions			
			ECD SYSTEMS LLC	17974	07/12/2021	22200178	090821AP	26.00
				26.00 10003172 526121	On-line Subscriptions			
			ECD SYSTEMS LLC	17975	07/12/2021	22200173	090821AP	26.00
				26.00 10003176 526121	On-line Subscriptions			
			ECD SYSTEMS LLC	17977	07/12/2021	22200173	090821AP	26.00
				26.00 10003176 526121	On-line Subscriptions			
			ECD SYSTEMS LLC	17984	07/12/2021	22200178	090821AP	26.00
				26.00 10003172 526121	On-line Subscriptions			
			ECD SYSTEMS LLC	17983	07/12/2021	22200178	090821AP	46.00
				46.00 10003172 526121	On-line Subscriptions			
			ECD SYSTEMS LLC	17982	07/01/2021	22200178	090821AP	44.00
				44.00 10003172 526121	On-line Subscriptions			
			ECD SYSTEMS LLC	17981	07/12/2021	22200178	090821AP	44.00
				44.00 10003172 526121	On-line Subscriptions			
			ECD SYSTEMS LLC	17980	07/12/2021	22200178	090821AP	44.00
				44.00 10003172 526121	On-line Subscriptions			
			ECD SYSTEMS LLC	17979	07/12/2021	22200178	090821AP	44.00
				44.00 10003172 526121	On-line Subscriptions			
			ECD SYSTEMS LLC	17978	07/12/2021	22200178	090821AP	44.00
				44.00 10003172 526121	On-line Subscriptions			
			ECD SYSTEMS LLC	17976	07/12/2021	22200178	090821AP	26.00
				26.00 10003172 526121	On-line Subscriptions			
					CHECK	137641	TOTAL:	554.96
137642	09/08/2021	PRTD	6921 FIMCO INC	451128	08/24/2021	22200447	090821AP	732.36
				732.36 40003218 520585	Treatment Plant O&M			
					CHECK	137642	TOTAL:	732.36

09/08/2021 15:08 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 5
| apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE	INV DATE	PO	CHECK	NET
137643	09/08/2021	PRTD	5939 FORTILINE, INC	5391719 996.52 40003350 521514	08/09/2021	22200138	090821AP Water Distrib System R&M	996.52
			FORTILINE, INC	5369099 5,320.00 40003350 521514	07/30/2021	22200138	090821AP Water Distrib System R&M	5,320.00
					CHECK	137643	TOTAL:	6,316.52
137644	09/08/2021	PRTD	5404 GIANT ELECTRIC CORPORATION	210729-1 9,824.00 10004155 520037	08/12/2021	22200310	090821AP Professional Services General	9,824.00
					CHECK	137644	TOTAL:	9,824.00
137645	09/08/2021	PRTD	1486 GRAYBAR	9323040671 116.18 40003213 520581	08/24/2021	22200423	090821AP Well Maintenance Repair	116.18
			GRAYBAR	9323064852 263.64 40003213 520581	08/25/2021	22200423	090821AP Well Maintenance Repair	263.64
			GRAYBAR	9323064853 2,456.41 40003213 520581	08/25/2021	22200423	090821AP Well Maintenance Repair	2,456.41
			GRAYBAR	9323180001 2,570.04 10001192 522155	09/01/2021	22200466	090821AP Operational Supplies	2,570.04
					CHECK	137645	TOTAL:	5,406.27
137646	09/08/2021	PRTD	1501 HARRINGTON INDUSTRIAL PLASTIC LLC	015R2289 5.80 40003213 520585	08/12/2021	22200092	090821AP Treatment Plant O&M	5.80
					CHECK	137646	TOTAL:	5.80
137647	09/08/2021	PRTD	1491 USA BLUE BOOK	692170 1,107.74 40003213 520585 1,107.74 40003216 520585 1,107.73 40003218 520585	08/11/2021	22200090	090821AP Treatment Plant O&M Treatment Plant O&M Treatment Plant O&M	3,323.21
			USA BLUE BOOK	696438 2,413.25 40013221 521503	08/16/2021	22200223	090821AP Lab Supplies	2,413.25
			USA BLUE BOOK	700771 62.51 40013221 521503	08/19/2021	22200223	090821AP Lab Supplies	62.51
			USA BLUE BOOK	701003 1,680.38 40013221 521503	08/19/2021	22200223	090821AP Lab Supplies	1,680.38
			USA BLUE BOOK	698006	08/17/2021	22200234	090821AP	571.35

09/08/2021 15:08 |City of Buckeye, AZ - LIVE
acruz |A/P CASH DISBURSEMENTS JOURNAL

|P 6
|apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE	INV DATE	PO	CHECK	NET
				571.35 40013224 521503	Lab Supplies			
			USA BLUE BOOK	699235	08/18/2021	22200234	090821AP	90.80
				90.80 40013224 521503	Lab Supplies			
			USA BLUE BOOK	699570	08/18/2021	22200090	090821AP	98.90
				98.90 40003212 520585	Treatment Plant O&M			
			USA BLUE BOOK	697955	08/17/2021	22200090	090821AP	634.71
				634.71 40003214 520577	Reservoir/Booster Maint/Repair			
					CHECK	137647	TOTAL:	8,875.11
137648	09/08/2021	PRTD	1509 HENRY SCHEIN INC	96770945	07/29/2021	22200250	090821AP	13,375.81
				13,375.81 10002140 522153	Medical Supplies			
			HENRY SCHEIN INC	96809881	07/30/2021	22200250	090821AP	39.90
				39.90 10002140 522153	Medical Supplies			
			HENRY SCHEIN INC	96770946	08/03/2021	22200250	090821AP	265.21
				265.21 10002140 522153	Medical Supplies			
			HENRY SCHEIN INC	97046900	08/05/2021	22200250	090821AP	83.11
				83.11 10002140 522153	Medical Supplies			
			HENRY SCHEIN INC	97685923	08/20/2021	22200250	090821AP	27.93
				27.93 10002140 522153	Medical Supplies			
			HENRY SCHEIN INC	21195235	08/16/2021	22200250	090821AP	-90.17
				-90.17 10002140 522153	Medical Supplies			
					CHECK	137648	TOTAL:	13,701.79
137649	09/08/2021	PRTD	1513 HILL BROTHERS CHEMICAL COMPANY	07104017	08/23/2021	22200133	090821AP	1,303.20
				1,303.20 40003218 521540	Chemicals			
			HILL BROTHERS CHEMICAL COMPANY	07104731	08/27/2021	22200364	090821AP	2,606.40
				2,606.40 40013221 521540	Chemicals			
			HILL BROTHERS CHEMICAL COMPANY	07104746	08/27/2021	22200133	090821AP	855.23
				855.23 40003218 521540	Chemicals			
			HILL BROTHERS CHEMICAL COMPANY	07104747	08/27/2021	22200133	090821AP	716.76
				716.76 40003213 521540	Chemicals			
			HILL BROTHERS CHEMICAL COMPANY	07104748	08/27/2021	22200133	090821AP	495.22
				495.22 40003212 521540	Chemicals			
			HILL BROTHERS CHEMICAL COMPANY	07104019	08/23/2021	22200133	090821AP	169.42
				169.42 40003214 521540	Chemicals			

09/08/2021 15:08 |City of Buckeye, AZ - LIVE
acruz |A/P CASH DISBURSEMENTS JOURNAL

|P 7
|apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE	INV DATE	PO	CHECK	NET
HILL BROTHERS CHEMICAL COMPANY				07104020	08/23/2021	22200133	090821AP	169.42
169.42 40003215 521540					Chemicals			
					CHECK	137649	TOTAL:	6,315.65
137650	09/08/2021	PRTD	1571 JAMES, COOKE & HOBSON, INC	367366	08/25/2021	22200237	090821AP	4,279.06
4,279.06 40013224 520543					WW R&M			
					CHECK	137650	TOTAL:	4,279.06
137651	09/08/2021	PRTD	3051 JOHNSON CONTROLS INC	1-106595367064	08/19/2021	22200096	090821AP	530.00
530.00 40003218 520577					Reservoir/Booster Maint/Repair			
					CHECK	137651	TOTAL:	530.00
137652	09/08/2021	PRTD	5952 KIEWIT/HAYDON, A JOINT VENTURE	210711003	08/27/2021		090821AP	4,895.83
4,895.83 40003210 543028					Jackie A Meck Wtr Campus/BRWC			
					CHECK	137652	TOTAL:	4,895.83
137653	09/08/2021	PRTD	5205 SYMBOLARTS LLC	0394784-IN	08/20/2021	22200083	090821AP	812.85
812.85 10002140 521922					Uniforms			
					CHECK	137653	TOTAL:	812.85
137654	09/08/2021	PRTD	5342 M & M PORTABLE TOILETS LLC	I7329	08/24/2021	22200146	090821AP	163.95
163.95 50012140 521505					Equipment Rental			
M & M PORTABLE TOILETS LLC				I7343	08/24/2021	22200040	090821AP	125.70
125.70 10002140 521505					Equipment Rental			
M & M PORTABLE TOILETS LLC				I7441	08/25/2021	22200100	090821AP	218.60
218.60 40003218 520037					Professional Services General			
					CHECK	137654	TOTAL:	508.25
137655	09/08/2021	PRTD	6681 THE SUPPLY CACHE INC	265076B	07/14/2021	22200070	090821AP	299.11
299.11 10002140 522154					wildland Firefighting Program			
					CHECK	137655	TOTAL:	299.11
137656	09/08/2021	PRTD	5573 PROMOTIONS WITH PERSONALITY	1778	07/22/2021	22200503	090821AP	946.00
946.00 10001100 523026					Marketing Expense			

09/08/2021 15:08 |City of Buckeye, AZ - LIVE
acruz |A/P CASH DISBURSEMENTS JOURNAL

|P 8
|apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE

INV DATE

PO

CHECK

NET

					CHECK	137656	TOTAL:	946.00
137657	09/08/2021	PRTD	6064 HELENA AGRI-ENTERPRISES LLC	272953931	09/03/2021	22200288	090821AP	5,952.80
			5,952.80 10003172 520035		Landscaping Service			
					CHECK	137657	TOTAL:	5,952.80
137658	09/08/2021	PRTD	6252 MICKELSON & RAY, INC	50304	08/11/2021	22200147	090821AP	699.00
			699.00 50012140 522155		Operational Supplies			
					CHECK	137658	TOTAL:	699.00
137659	09/08/2021	PRTD	6825 MINER OF ARIZONA, LP	IN-0423285	03/22/2021	22100977	090821AP	708.10
			708.10 10003172 520512		Building Repairs			
					CHECK	137659	TOTAL:	708.10
137660	09/08/2021	PRTD	1687 MUNICIPAL EMERGENCY SERVICES	IN1607306	08/06/2021	22200066	090821AP	2,911.53
			2,911.53 10002140 522150		Personal Protective Equipment			
			MUNICIPAL EMERGENCY SERVICES	IN1609505	08/13/2021	22200066	090821AP	21.90
			21.90 10002140 522150		Personal Protective Equipment			
					CHECK	137660	TOTAL:	2,933.43
137661	09/08/2021	PRTD	6451 NESTLE WATERS NORTH AMERICA	01H6700459136	08/31/2021	22200050	090821AP	13.68
			13.68 10001102 521501		Office Supplies			
			NESTLE WATERS NORTH AMERICA	01H6700459152	09/02/2021	22200365	090821AP	219.55
			54.88 10003170 521501		Office Supplies			
			54.89 10003172 521501		Office Supplies			
			54.89 38103202 521501		Office Supplies			
			54.89 40053205 521501		Office Supplies			
					CHECK	137661	TOTAL:	233.23
137662	09/08/2021	PRTD	999996 David Bruner	CIP2020037	08/31/2021		090821AP	9,450.00
			9,450.00 50213170 543076		Jackr/Indian Sch-Inters Improv			
					CHECK	137662	TOTAL:	9,450.00
137663	09/08/2021	PRTD	999996 Patric R Greer, CFO	Edkey Charter School	09/07/2021		090821AP	45,000.00
			45,000.00 1000 231100		Cash Bond Eng			

09/08/2021 15:08 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 9
 | apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

						INVOICE	INV DATE	PO	CHECK	NET
							CHECK	137663	TOTAL:	45,000.00
137664	09/08/2021	PRTD	3024	PBC PHOENIX INC	516470	06/30/2021 22100180 090821AP				1,082.40
					1,082.40 35754150 520019	Custodial Contract (PW)				
				PBC PHOENIX INC	516475	06/30/2021 22100174 090821AP				2,695.50
					2,695.50 10003172 520019	Custodial Contract				
				PBC PHOENIX INC	516483	06/30/2021 22100177 090821AP				768.00
					768.00 10003177 520019	Custodial Contract				
				PBC PHOENIX INC	516469	06/30/2021 22100174 090821AP				516.10
					516.10 10003172 520019	Custodial Contract				
							CHECK	137664	TOTAL:	5,062.00
137665	09/08/2021	PRTD	1770	PIONEER TITLE AGENCY INC	00503677	08/23/2021 090821AP				400.00
					400.00 50213170 543073	Durango St - Miller to Yuma				
				PIONEER TITLE AGENCY INC	00503744	08/25/2021 090821AP				500.00
					500.00 50213170 543073	Durango St - Miller to Yuma				
							CHECK	137665	TOTAL:	900.00
137666	09/08/2021	PRTD	1775	PLOTTER DOCTORS LLC	60599	08/31/2021 22200424 090821AP				5,804.68
					5,804.68 10004151 541030	Office Equipment >\$5,000				
							CHECK	137666	TOTAL:	5,804.68
137667	09/08/2021	PRTD	6627	RAPIDSCALE	INV00035004	09/01/2021 22200076 090821AP				1,955.72
					1,955.72 10001189 520030	Software Maintenance				
							CHECK	137667	TOTAL:	1,955.72
137668	09/08/2021	PRTD	6903	RELX INC.	3093414939	08/31/2021 22200015 090821AP				103.84
					103.84 10002120 526121	On-line Subscriptions				
							CHECK	137668	TOTAL:	103.84
137669	09/08/2021	PRTD	5716	BLUECOSMO	BU01363283	08/24/2021 22200119 090821AP				163.62
					163.62 35772140 523013	Nuc Emerg. Mgmt Expenditure				
							CHECK	137669	TOTAL:	163.62

09/08/2021 15:08 |City of Buckeye, AZ - LIVE
acruz |A/P CASH DISBURSEMENTS JOURNAL

|P 10
|apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE

INV DATE

PO

CHECK

NET

137670	09/08/2021	PRTD	5663	RON TURLEY ASSOCIATES INC.	61324	07/28/2021	22200260	090821AP	17,159.69
				17,159.69	10003171 520030			Software Maintenance	
						CHECK	137670	TOTAL:	17,159.69
137671	09/08/2021	PRTD	5401	LOCKBOX SCOTTS AZ ELECTRIC MOTOR	123382	08/25/2021	22200375	090821AP	4,833.87
				4,833.87	40013223 520543	WW R&M			
				LOCKBOX SCOTTS AZ ELECTRIC MOTOR	123381	08/25/2021	22200374	090821AP	8,243.85
				8,243.85	40013222 520543	WW R&M			
						CHECK	137671	TOTAL:	13,077.72
137672	09/08/2021	PRTD	1858	SHI INTERNATIONAL CORP	814003501	08/31/2021	22200416	090821AP	718.59
				718.59	10004150 520030			Software Maintenance	
						CHECK	137672	TOTAL:	718.59
137673	09/08/2021	PRTD	5324	SHUMS CODA ASSOCIATES	6546	08/10/2021	22200135	090821AP	2,000.00
				2,000.00	10005180 520056			Inspection Services	
				SHUMS CODA ASSOCIATES	6547	08/10/2021	22200135	090821AP	275.00
				275.00	10005180 520056			Inspection Services	
				SHUMS CODA ASSOCIATES	6548	08/10/2021	22200135	090821AP	18,540.00
				18,540.00	10005180 520056			Inspection Services	
				SHUMS CODA ASSOCIATES	6549	08/10/2021	22200135	090821AP	10,230.00
				10,230.00	10005180 520056			Inspection Services	
				SHUMS CODA ASSOCIATES	6550	08/10/2021	22200135	090821AP	11,200.00
				11,200.00	10005180 520056			Inspection Services	
				SHUMS CODA ASSOCIATES	6551	08/10/2021	22200135	090821AP	11,182.50
				11,182.50	10005180 520056			Inspection Services	
				SHUMS CODA ASSOCIATES	6552	08/10/2021	22200135	090821AP	15,800.00
				15,800.00	10005180 520056			Inspection Services	
				SHUMS CODA ASSOCIATES	6553	08/10/2021	22200135	090821AP	7,450.00
				7,450.00	10005180 520056			Inspection Services	
						CHECK	137673	TOTAL:	76,677.50
137674	09/08/2021	PRTD	1903	SIERRA TRANSPORTATION & TECH	6107	08/31/2021	22200316	090821AP	2,404.60
				2,404.60	38103202 520602			Traffic Signal R&M	

09/08/2021 15:08 |City of Buckeye, AZ - LIVE
acruz |A/P CASH DISBURSEMENTS JOURNAL

|P 11
|apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE	INV DATE	PO	CHECK	NET
					CHECK	137674	TOTAL:	2,404.60
137675	09/08/2021	PRTD	1012 STEPPIN' OUT PERFORMING ARTS	Sm1121B 7,210.00 10004160 520013	08/22/2021	22200126	090821AP Contract Instruc-SIC	7,210.00
					CHECK	137675	TOTAL:	7,210.00
137676	09/08/2021	PRTD	6553 SUPERCHARGED ELECTRIC INC.	20440 300.00 10003172 520512	08/24/2021	22200481	090821AP Building Repairs	300.00
					CHECK	137676	TOTAL:	300.00
137677	09/08/2021	PRTD	2029 U.S. PAYMENTS, LLC	023849 557.84 40003230 520037 557.84 40013230 520037 683.80 40053230 520037	07/31/2021	22200395	090821AP Professional Services General Professional Services General Professional Services General	1,799.48
					CHECK	137677	TOTAL:	1,799.48
137678	09/08/2021	PRTD	2035 UNIFIRST CORPORATION	3152407374 5.18 35754150 521502	06/30/2021	22200055	090821AP Program Supplies/Equipment	5.18
			UNIFIRST CORPORATION	3152413047 5.18 35754150 521502	07/14/2021	22200055	090821AP Program Supplies/Equipment	5.18
			UNIFIRST CORPORATION	3152418713 5.18 35754150 521502	07/28/2021	22200055	090821AP Program Supplies/Equipment	5.18
			UNIFIRST CORPORATION	3152424372 5.18 35754150 521502	08/11/2021	22200055	090821AP Program Supplies/Equipment	5.18
			UNIFIRST CORPORATION	3152427177 9.47 35754150 521502	08/18/2021	22200055	090821AP Program Supplies/Equipment	9.47
					CHECK	137678	TOTAL:	30.19
137679	09/08/2021	PRTD	5425 VORTEX INDUSTRIES	20-1532363 1,160.62 10003172 520525	08/31/2021	22200193	090821AP Hardware Maintenance	1,160.62
			VORTEX INDUSTRIES	20-1531931 346.12 10003172 520525	08/24/2021	22200193	090821AP Hardware Maintenance	346.12
					CHECK	137679	TOTAL:	1,506.74

09/08/2021 15:08 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 12
 | apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE

INV DATE

PO

CHECK

NET

137680	09/08/2021	PRTD	2071 W.W. GRAINGER, INC	9972078415	07/22/2021 22200091 090821AP	257.60
			257.60 40003212 520577		Reservoir/Booster Maint/Repair	
				CHECK	137680 TOTAL:	257.60
137681	09/08/2021	PRTD	2080 WAXIE SANITARY SUPPLY	80232010	08/20/2021 22200420 090821AP	4,673.20
			4,673.20 10003170 520019		Custodial Contract (PW)	
			WAXIE SANITARY SUPPLY	80232011	08/20/2021 22200420 090821AP	416.31
			416.31 10003170 520019		Custodial Contract (PW)	
			WAXIE SANITARY SUPPLY	80248302	08/26/2021 22200420 090821AP	568.47
			568.47 10003170 520019		Custodial Contract (PW)	
				CHECK	137681 TOTAL:	5,657.98
137682	09/08/2021	PRTD	5190 WEST TECH LLC	21-10616	08/23/2021 22200444 090821AP	2,807.00
			935.68 40003213 520577		Reservoir/Booster Maint/Repair	
			935.66 40003216 520577		Reservoir/Booster Maint/Repair	
			935.66 40003218 520577		Reservoir/Booster Maint/Repair	
				CHECK	137682 TOTAL:	2,807.00
137683	09/08/2021	PRTD	6639 WEST VALLEY WATER ASSOCIATION	21-003	06/26/2021 22200442 090821AP	3,200.00
			3,200.00 40003210 526120		Dues and Memberships	
				CHECK	137683 TOTAL:	3,200.00
			NUMBER OF CHECKS	65	*** CASH ACCOUNT TOTAL ***	2,394,364.87

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	65	2,394,364.87

*** GRAND TOTAL *** 2,394,364.87

09/08/2021 15:08 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 13
 |apcshdsb

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 3 203	APP 3810-201000	09/08/2021	090821AP	AP0908			Accounts Payable		13,747.62	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 9999-104000	09/08/2021	090821AP	AP0908			Cash in Bank - Checking			2,394,364.87
							AP CASH DISBURSEMENTS JOURNAL			
	APP 5020-201000	09/08/2021	090821AP	AP0908			Accounts Payable		2,035,366.31	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 1000-201000	09/08/2021	090821AP	AP0908			Accounts Payable		259,652.11	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 4001-201000	09/08/2021	090821AP	AP0908			Accounts Payable		26,224.55	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 4000-201000	09/08/2021	090821AP	AP0908			Accounts Payable		43,423.32	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 3575-201000	09/08/2021	090821AP	AP0908			Accounts Payable		3,477.89	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 4005-201000	09/08/2021	090821AP	AP0908			Accounts Payable		1,096.50	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 5001-201000	09/08/2021	090821AP	AP0908			Accounts Payable		862.95	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 5021-201000	09/08/2021	090821AP	AP0908			Accounts Payable		10,350.00	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 3577-201000	09/08/2021	090821AP	AP0908			Accounts Payable		163.62	
							AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL									2,394,364.87	2,394,364.87
APP 9999-201010		09/08/2021	090821AP	AP0908			DT DF		2,394,364.87	
APP 3810-101010		09/08/2021	090821AP	AP0908			Pooled Cash Equity			13,747.62
APP 5020-101010		09/08/2021	090821AP	AP0908			Pooled Cash Equity			2,035,366.31
APP 1000-101010		09/08/2021	090821AP	AP0908			Pooled Cash Equity			259,652.11
APP 4001-101010		09/08/2021	090821AP	AP0908			Pooled Cash Equity			26,224.55
APP 4000-101010		09/08/2021	090821AP	AP0908			Pooled Cash Equity			43,423.32
APP 3575-101010		09/08/2021	090821AP	AP0908			Pooled Cash Equity			3,477.89
APP 4005-101010		09/08/2021	090821AP	AP0908			Pooled Cash Equity			1,096.50
APP 5001-101010		09/08/2021	090821AP	AP0908			Pooled Cash Equity			862.95
APP 5021-101010		09/08/2021	090821AP	AP0908			Pooled Cash Equity			10,350.00
APP 3577-101010		09/08/2021	090821AP	AP0908			Pooled Cash Equity			163.62

09/08/2021 15:08 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 14
 |apcshdsb

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL DESC	REF 1	REF 2	REF 3					
09/08/2021	090821AP	AP0908							
SYSTEM GENERATED ENTRIES TOTAL							-----	-----	
							2,394,364.87		2,394,364.87
JOURNAL 2022/03/203 TOTAL							-----	-----	
							4,788,729.74		4,788,729.74

09/08/2021 15:08
acruz

|City of Buckeye, AZ - LIVE
|A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

|P 15
|apcshdsb

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund	2022 3	203	09/08/2021	Pooled Cash Equity		259,652.11
1000-101010				Accounts Payable	259,652.11	
1000-201000						
				FUND TOTAL	259,652.11	259,652.11
3575 Area Agency on Aging	2022 3	203	09/08/2021	Pooled Cash Equity		3,477.89
3575-101010				Accounts Payable	3,477.89	
3575-201000						
				FUND TOTAL	3,477.89	3,477.89
3577 Nuclear Emergency Management	2022 3	203	09/08/2021	Pooled Cash Equity		163.62
3577-101010				Accounts Payable	163.62	
3577-201000						
				FUND TOTAL	163.62	163.62
3810 Highway User Revenue Fund	2022 3	203	09/08/2021	Pooled Cash Equity		13,747.62
3810-101010				Accounts Payable	13,747.62	
3810-201000						
				FUND TOTAL	13,747.62	13,747.62
4000 Water Utility Fund	2022 3	203	09/08/2021	Pooled Cash Equity		43,423.32
4000-101010				Accounts Payable	43,423.32	
4000-201000						
				FUND TOTAL	43,423.32	43,423.32
4001 Wastewater Fund	2022 3	203	09/08/2021	Pooled Cash Equity		26,224.55
4001-101010				Accounts Payable	26,224.55	
4001-201000						
				FUND TOTAL	26,224.55	26,224.55
4005 Environmental Services	2022 3	203	09/08/2021	Pooled Cash Equity		1,096.50
4005-101010				Accounts Payable	1,096.50	
4005-201000						
				FUND TOTAL	1,096.50	1,096.50
5001 Cemetery Improvement Fund	2022 3	203	09/08/2021	Pooled Cash Equity		862.95
5001-101010				Accounts Payable	862.95	
5001-201000						
				FUND TOTAL	862.95	862.95
5020 Roadway Construction	2022 3	203	09/08/2021			

09/08/2021 15:08
acruz

|City of Buckeye, AZ - LIVE
|A/P CASH DISBURSEMENTS JOURNAL

|P 16
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF	DATE	DEBIT	CREDIT
ACCOUNT					ACCOUNT DESCRIPTION		
5020-101010					Pooled Cash Equity		2,035,366.31
5020-201000					Accounts Payable	2,035,366.31	
						-----	-----
					FUND TOTAL	2,035,366.31	2,035,366.31
5021 CIP General	2022	3	203	09/08/2021			
5021-101010					Pooled Cash Equity		10,350.00
5021-201000					Accounts Payable	10,350.00	
						-----	-----
					FUND TOTAL	10,350.00	10,350.00
9999 Pooled Cash	2022	3	203	09/08/2021			
9999-104000					Cash in Bank - Checking		2,394,364.87
9999-201010					DT DF	2,394,364.87	
						-----	-----
					FUND TOTAL	2,394,364.87	2,394,364.87

09/08/2021 15:08 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 17
 |apcshdsb

FUND	DUE TO	DUE FR
1000 General Fund		259,652.11
3575 Area Agency on Aging		3,477.89
3577 Nuclear Emergency Management		163.62
3810 Highway User Revenue Fund		13,747.62
4000 Water Utility Fund		43,423.32
4001 Wastewater Fund		26,224.55
4005 Environmental Services		1,096.50
5001 Cemetery Improvement Fund		862.95
5020 Roadway Construction		2,035,366.31
5021 CIP General		10,350.00
9999 Pooled Cash	2,394,364.87	
	-----	-----
TOTAL	2,394,364.87	2,394,364.87

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

09/08/2021 13:51 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 1
| apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK	NET
137606 09/08/2021 PRTD 1064 AFLAC 5,501.00 1030 002569 216700 AFLAC	09/08/2021		090821R	5,501.00
	CHECK	137606	TOTAL:	5,501.00
137607 09/08/2021 PRTD 5760 ARIZONA POWER AUTHORITY 3,584.18 40013222 526010 OY2021-0841	09/08/2021		090821R	3,584.18
	Electric - Utility			
	CHECK	137607	TOTAL:	3,584.18
137608 09/08/2021 PRTD 1251 BUCKEYE WATER CONSERVATION & 7,386.19 40003302 526010 906	09/08/2021		090821R	7,386.19
	Electric - Utility			
	CHECK	137608	TOTAL:	7,386.19
137609 09/08/2021 PRTD 1318 COLONIAL SUPPLEMENTAL INS. 1,196.88 1030 8598559-0812353 216800	09/08/2021		090821R	1,196.88
	Colonial Insurance			
	CHECK	137609	TOTAL:	1,196.88
137610 09/08/2021 PRTD 1589 KRONOS INCORPORATED 151.88 10001189 520032 11805485	09/08/2021		090821R	151.88
	Telecom Services			
	CHECK	137610	TOTAL:	151.88
137611 09/08/2021 PRTD 1612 LIBERTY MUTUAL INSURANCE GROUP 4,581.04 1030 469061 216170	09/08/2021		090821R	4,581.04
	Liberty Home & Auto Ins			
	CHECK	137611	TOTAL:	4,581.04
137612 09/08/2021 PRTD 5433 LEGALSHIELD 596.95 1030 49588 August 2021 216300	09/08/2021		090821R	596.95
	Pre-paid Legal			
	CHECK	137612	TOTAL:	596.95
137613 09/08/2021 PRTD 5247 REPUBLIC SERVICES 4,327.98 10001110 520026 0753-006379698	09/08/2021		090821R	4,327.98
	Garbage Collections			
	CHECK	137613	TOTAL:	4,327.98
137614 09/08/2021 PRTD 6394 SOMBRERO, LLC 6.00 40013220 521508 August 2021 8.00 40003210 521508 8.00 10002121 521508	09/08/2021		090821R	22.00
	Automotive Expenses			
	Automotive Expenses			
	Automotive Expenses			

09/08/2021 13:51 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 2
 | apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE

INV DATE

PO

CHECK

NET

				CHECK		137614	TOTAL:	22.00
137615	09/08/2021	PRTD	1921 SOUTHWEST GAS	AUGUST2021		09/08/2021	090821R	610.33
			456.24	10001110	526015	Natural Gas - Utility		
			84.28	35754150	526015	Natural Gas - Utility		
			36.43	10003177	526015	Natural Gas - Utility		
			33.38	10003175	526015	Natural Gas - Utility		
				CHECK		137615	TOTAL:	610.33
137616	09/08/2021	PRTD	6379 SYMETRA LIFE INSURANCE COMPANY	A024801		09/08/2021	090821R	20,210.81
			4,442.19	1030	216200	AD&D Life City Paid		
			7,228.95	1030	216150	Voluntary Life		
			1,131.84	1030	216160	Voluntary AD&D		
			7,407.83	1030	216100	Short Term Disability		
				CHECK		137616	TOTAL:	20,210.81
137617	09/08/2021	PRTD	6069 UNITED PET CARE, LLC	20222785		09/08/2021	090821R	779.90
			779.90	1030	216450	United Pet Care		
				CHECK		137617	TOTAL:	779.90
137618	09/08/2021	PRTD	2058 VERIZON WIRELESS SERVICES, LLC	INV23620237		09/08/2021	090821R	266.00
			95.00	10005185	526025	Telephone		
			171.00	10005180	526025	Telephone		
				CHECK		137618	TOTAL:	266.00
				NUMBER OF CHECKS	13	*** CASH ACCOUNT TOTAL ***		49,215.14
						COUNT	AMOUNT	
						-----	-----	
				TOTAL PRINTED CHECKS		13	49,215.14	
						*** GRAND TOTAL ***		49,215.14

09/08/2021 13:51 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED
 CLERK: acruz

|P 3
 |apcshdsb

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022 3 173	APP 1030-201000	09/08/2021	090821R	R09082			Accounts Payable AP CASH DISBURSEMENTS JOURNAL		32,866.58	
APP 9999-104000	09/08/2021	090821R	R09082				Cash in Bank - Checking AP CASH DISBURSEMENTS JOURNAL			49,215.14
APP 4001-201000	09/08/2021	090821R	R09082				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		3,590.18	
APP 4000-201000	09/08/2021	090821R	R09082				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		7,394.19	
APP 1000-201000	09/08/2021	090821R	R09082				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		5,279.91	
APP 3575-201000	09/08/2021	090821R	R09082				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		84.28	
GENERAL LEDGER TOTAL									49,215.14	49,215.14
APP 9999-201010	09/08/2021	090821R	R09082				DT DF		49,215.14	
APP 1030-101010	09/08/2021	090821R	R09082				Pooled Cash Equity			32,866.58
APP 4001-101010	09/08/2021	090821R	R09082				Pooled Cash Equity			3,590.18
APP 4000-101010	09/08/2021	090821R	R09082				Pooled Cash Equity			7,394.19
APP 1000-101010	09/08/2021	090821R	R09082				Pooled Cash Equity			5,279.91
APP 3575-101010	09/08/2021	090821R	R09082				Pooled Cash Equity			84.28
SYSTEM GENERATED ENTRIES TOTAL									49,215.14	49,215.14
JOURNAL 2022/03/173 TOTAL									98,430.28	98,430.28

09/08/2021 13:51
acruz

|City of Buckeye, AZ - LIVE
|A/P CASH DISBURSEMENTS JOURNAL

|P 4
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund 1000-101010 1000-201000	2022 3	173	09/08/2021	Pooled Cash Equity Accounts Payable	5,279.91	5,279.91
				FUND TOTAL	5,279.91	5,279.91
1030 Payroll Fund 1030-101010 1030-201000	2022 3	173	09/08/2021	Pooled Cash Equity Accounts Payable	32,866.58	32,866.58
				FUND TOTAL	32,866.58	32,866.58
3575 Area Agency on Aging 3575-101010 3575-201000	2022 3	173	09/08/2021	Pooled Cash Equity Accounts Payable	84.28	84.28
				FUND TOTAL	84.28	84.28
4000 Water Utility Fund 4000-101010 4000-201000	2022 3	173	09/08/2021	Pooled Cash Equity Accounts Payable	7,394.19	7,394.19
				FUND TOTAL	7,394.19	7,394.19
4001 Wastewater Fund 4001-101010 4001-201000	2022 3	173	09/08/2021	Pooled Cash Equity Accounts Payable	3,590.18	3,590.18
				FUND TOTAL	3,590.18	3,590.18
9999 Pooled Cash 9999-104000 9999-201010	2022 3	173	09/08/2021	Cash in Bank - Checking DT DF	49,215.14	49,215.14
				FUND TOTAL	49,215.14	49,215.14

09/08/2021 13:51 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

| P 5
 | apcshdsb

FUND	DUE TO	DUE FR
1000 General Fund		5,279.91
1030 Payroll Fund		32,866.58
3575 Area Agency on Aging		84.28
4000 Water Utility Fund		7,394.19
4001 Wastewater Fund		3,590.18
9999 Pooled Cash	49,215.14	
	-----	-----
TOTAL	49,215.14	49,215.14

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

09/15/2021 07:11 |City of Buckeye, AZ - LIVE
acruz |A/P CASH DISBURSEMENTS JOURNAL

|P 1
|apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK	NET
137684 09/14/2021 PRD 1298 CHLIC	2875271	09/14/2021	091421R	901,661.50
865,344.03 1030 213000 36,317.47 1030 216000	Health Insurance Dental Insurance			
	CHECK	137684 TOTAL:		901,661.50
137685 09/14/2021 PRD 1409 EPCOR WATER	082721	09/14/2021	091421R	624.46
445.34 10001110 526018 179.12 10001110 526018	water/Wastewater - Utility water/Wastewater - Utility			
	CHECK	137685 TOTAL:		624.46
137686 09/14/2021 PRD 6395 FIDELITY SECURITY LIFE INSURANCE	Sept2021	09/14/2021	091421R	4,626.24
4,626.24 1030 216600	Vision Insurance			
FIDELITY SECURITY LIFE INSURANCE	September2021	09/14/2021	091421R	59.32
59.32 1030 216600	Vision Insurance			
	CHECK	137686 TOTAL:		4,685.56
137687 09/14/2021 PRD 6434 FLEXIBLE BENEFIT ADMINISTRATORS, AUGUST 2021		09/14/2021	091421R	552.00
552.00 10001115 520037	Professional Services General			
	CHECK	137687 TOTAL:		552.00
137688 09/14/2021 PRD 1589 KRONOS INCORPORATED	11808722	09/14/2021	091421R	90.76
90.76 10001189 520032	Telecom Services			
	CHECK	137688 TOTAL:		90.76
137689 09/14/2021 PRD 1625 LOWE'S COMPANIES, INC	082521	09/14/2021	091421R	5,934.78
290.68 10001192 522155 475.07 10002140 522155 64.80 50012140 522155 147.45 10003172 520512 19.67 10003172 520600 374.78 10003172 521520 51.87 10003172 520525 214.95 10003176 520512 127.71 10004155 522155 93.37 38103202 521520 17.12 38103202 521726 51.73 38103202 520602 219.91 38103202 520502 155.60 38103202 520035 848.55 40003212 520581 39.00 40003213 521520	Operational Supplies Operational Supplies Operational Supplies Building Repairs Swimming Pool R & M Small Tools<\$5,000 Hardware Maintenance Building Repairs Operational Supplies Small Tools<\$5,000 Sweeper Parts Traffic Signal R&M Street Overlay R & M Landscaping Service Well Maintenance Repair Small Tools<\$5,000			

09/15/2021 07:11 |City of Buckeye, AZ - LIVE
acruz |A/P CASH DISBURSEMENTS JOURNAL

|P 2
|apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE

INV DATE

PO

CHECK

NET

				89.84	40003213	520585	Treatment Plant O&M			
				45.47	40003213	520577	Reservoir/Booster Maint/Repair			
				35.37	40003215	520577	Reservoir/Booster Maint/Repair			
				18.37	40003218	521520	Small Tools<\$5,000			
				212.74	40003218	520581	Well Maintenance Repair			
				26.26	40003219	520581	Well Maintenance Repair			
				14.69	40003216	520585	Treatment Plant O&M			
				42.75	40003216	520577	Reservoir/Booster Maint/Repair			
				51.87	40003231	521523	Equipment <\$5,000			
				82.03	40003231	521520	Small Tools<\$5,000			
				90.05	40003231	521512	Parts/Materials			
				901.87	40003350	521514	Water Distrib System R&M			
				65.35	40013231	521520	Small Tools<\$5,000			
				165.10	40013224	520035	Landscaping			
				591.77	40013224	520543	WW R&M			
				196.86	40013224	521503	Lab Supplies			
				101.76	40013224	522152	Safety Equipment			
				10.37	40103200	520035	Landscaping			
							CHECK	137689	TOTAL:	5,934.78
137690	09/14/2021	PRTD	5247	REPUBLIC SERVICES		0753-006407992	09/14/2021	091421R		579.07
					579.07	10003176 526018	Water/Wastewater - Utility			
				REPUBLIC SERVICES		0753-006404386	09/14/2021	091421R		74.86
					74.86	10001110 520026	Garbage Collections			
				REPUBLIC SERVICES		0753-006403987	09/14/2021	091421R		226.47
					226.47	10001110 520026	Garbage Collections			
				REPUBLIC SERVICES		0753-006408472	09/14/2021	091421R		50.22
					50.22	10001110 520026	Garbage Collections			
				REPUBLIC SERVICES		0753-006403934	09/14/2021	091421R		399.91
					399.91	10001110 520026	Garbage Collections			
				REPUBLIC SERVICES		0753-006403989	09/14/2021	091421R		5,959.08
					5,959.08	10001110 520026	Garbage Collections			
							CHECK	137690	TOTAL:	7,289.61
137691	09/14/2021	PRTD	5247	REPUBLIC SERVICES #753		753-006422119	09/14/2021	091421R		637,794.15
					637,794.15	40053205 520031	SW Collections Contract			
							CHECK	137691	TOTAL:	637,794.15
137692	09/14/2021	PRTD	5974	SENERGY PETROLEUM, LLC		44973 AUGUST2021	09/14/2021	091421R		8,587.86
					2,136.15	10002140 522507	Vehicle Fuel			
					6,451.71	10002121 522507	Vehicle Fuel			

09/15/2021 07:11 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 3
 | apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE

INV DATE

PO

CHECK

NET

SENERGY PETROLEUM, LLC	44971	AUGUST2021	09/14/2021	091421R	13,220.40
2,521.39 10002140 522507			Vehicle Fuel		
8,827.88 10002121 522507			Vehicle Fuel		
229.66 10003172 522507			Vehicle Fuel		
1,641.47 10003171 522507			Vehicle Fuel		

SENERGY PETROLEUM, LLC	44974	AUGUST2021	09/14/2021	091421R	2,326.63
311.10 10002140 522507			Vehicle Fuel		
1,573.98 10002121 522507			Vehicle Fuel		
441.55 10003171 522507			Vehicle Fuel		

SENERGY PETROLEUM, LLC	44976	AUGUST 2021	09/14/2021	091421R	3,224.51
2,609.66 10002121 522507			Vehicle Fuel		
601.02 10002140 522507			Vehicle Fuel		
13.83 10003171 522507			Vehicle Fuel		

CHECK 137692 TOTAL: 27,359.40

137693 09/14/2021 PRD	6377 THE HOLMAN GROUP OF ARIZONA	October 2021	09/14/2021	091421R	865.26
	865.26 10001115 520037		Professional Services General		

CHECK 137693 TOTAL: 865.26

NUMBER OF CHECKS 10 *** CASH ACCOUNT TOTAL *** 1,586,857.48

	COUNT	AMOUNT
	-----	-----
TOTAL PRINTED CHECKS	10	1,586,857.48

*** GRAND TOTAL *** 1,586,857.48

09/15/2021 07:11 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 4
 |apcshdsb

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 3	376									
APP	1030-201000	09/15/2021	091421R	R09142			Accounts Payable		906,347.06	
							AP CASH DISBURSEMENTS JOURNAL			
APP	9999-104000	09/15/2021	091421R	R09142			Cash in Bank - Checking			1,586,857.48
							AP CASH DISBURSEMENTS JOURNAL			
APP	1000-201000	09/15/2021	091421R	R09142			Accounts Payable		38,483.67	
							AP CASH DISBURSEMENTS JOURNAL			
APP	5001-201000	09/15/2021	091421R	R09142			Accounts Payable		64.80	
							AP CASH DISBURSEMENTS JOURNAL			
APP	3810-201000	09/15/2021	091421R	R09142			Accounts Payable		537.73	
							AP CASH DISBURSEMENTS JOURNAL			
APP	4000-201000	09/15/2021	091421R	R09142			Accounts Payable		2,498.86	
							AP CASH DISBURSEMENTS JOURNAL			
APP	4001-201000	09/15/2021	091421R	R09142			Accounts Payable		1,120.84	
							AP CASH DISBURSEMENTS JOURNAL			
APP	4010-201000	09/15/2021	091421R	R09142			Accounts Payable		10.37	
							AP CASH DISBURSEMENTS JOURNAL			
APP	4005-201000	09/15/2021	091421R	R09142			Accounts Payable		637,794.15	
							AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL									1,586,857.48	1,586,857.48
APP	9999-201010	09/15/2021	091421R	R09142			DT DF		1,586,857.48	
APP	1030-101010	09/15/2021	091421R	R09142			Pooled Cash Equity			906,347.06
APP	1000-101010	09/15/2021	091421R	R09142			Pooled Cash Equity			38,483.67
APP	5001-101010	09/15/2021	091421R	R09142			Pooled Cash Equity			64.80
APP	3810-101010	09/15/2021	091421R	R09142			Pooled Cash Equity			537.73
APP	4000-101010	09/15/2021	091421R	R09142			Pooled Cash Equity			2,498.86
APP	4001-101010	09/15/2021	091421R	R09142			Pooled Cash Equity			1,120.84
APP	4010-101010	09/15/2021	091421R	R09142			Pooled Cash Equity			10.37
APP	4005-101010	09/15/2021	091421R	R09142			Pooled Cash Equity			637,794.15
SYSTEM GENERATED ENTRIES TOTAL									1,586,857.48	1,586,857.48
JOURNAL 2022/03/376 TOTAL									3,173,714.96	3,173,714.96

09/15/2021 07:11
acruz

|City of Buckeye, AZ - LIVE
|A/P CASH DISBURSEMENTS JOURNAL

|P 5
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund 1000-101010 1000-201000	2022	3	376	09/15/2021	Pooled Cash Equity Accounts Payable	38,483.67	38,483.67
					FUND TOTAL	38,483.67	38,483.67
1030 Payroll Fund 1030-101010 1030-201000	2022	3	376	09/15/2021	Pooled Cash Equity Accounts Payable	906,347.06	906,347.06
					FUND TOTAL	906,347.06	906,347.06
3810 Highway User Revenue Fund 3810-101010 3810-201000	2022	3	376	09/15/2021	Pooled Cash Equity Accounts Payable	537.73	537.73
					FUND TOTAL	537.73	537.73
4000 Water Utility Fund 4000-101010 4000-201000	2022	3	376	09/15/2021	Pooled Cash Equity Accounts Payable	2,498.86	2,498.86
					FUND TOTAL	2,498.86	2,498.86
4001 Wastewater Fund 4001-101010 4001-201000	2022	3	376	09/15/2021	Pooled Cash Equity Accounts Payable	1,120.84	1,120.84
					FUND TOTAL	1,120.84	1,120.84
4005 Environmental Services 4005-101010 4005-201000	2022	3	376	09/15/2021	Pooled Cash Equity Accounts Payable	637,794.15	637,794.15
					FUND TOTAL	637,794.15	637,794.15
4010 Airport Fund 4010-101010 4010-201000	2022	3	376	09/15/2021	Pooled Cash Equity Accounts Payable	10.37	10.37
					FUND TOTAL	10.37	10.37
5001 Cemetery Improvement Fund 5001-101010 5001-201000	2022	3	376	09/15/2021	Pooled Cash Equity Accounts Payable	64.80	64.80
					FUND TOTAL	64.80	64.80
9999 Pooled Cash	2022	3	376	09/15/2021			

09/15/2021 07:11
acruz

|City of Buckeye, AZ - LIVE
|A/P CASH DISBURSEMENTS JOURNAL

|P 6
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF	DATE	DEBIT	CREDIT
ACCOUNT					ACCOUNT DESCRIPTION		
9999-104000					Cash in Bank - Checking		1,586,857.48
9999-201010					DT DF	1,586,857.48	
						-----	-----
					FUND TOTAL	1,586,857.48	1,586,857.48

09/15/2021 07:11 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

| P 7
 | apcshdsb

FUND	DUE TO	DUE FR
1000 General Fund		38,483.67
1030 Payroll Fund		906,347.06
3810 Highway User Revenue Fund		537.73
4000 Water Utility Fund		2,498.86
4001 Wastewater Fund		1,120.84
4005 Environmental Services		637,794.15
4010 Airport Fund		10.37
5001 Cemetery Improvement Fund		64.80
9999 Pooled Cash	1,586,857.48	
	-----	-----
TOTAL	1,586,857.48	1,586,857.48

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

09/15/2021 16:23 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 1
| apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK	NET
137694 09/15/2021 PRTD 5566 ACRO SERVICE CORPORATION 1401682 362.31 40003210 520037 362.31 40013220 520037	08/08/2021 22200363 091521AP Professional Services General Professional Services General			724.62
ACRO SERVICE CORPORATION 1410253 371.60 40003210 520037 371.60 40013220 520037	08/15/2021 22200363 091521AP Professional Services General Professional Services General			743.20
ACRO SERVICE CORPORATION 1395110 371.60 40003210 520037 371.60 40013220 520037	08/01/2021 22200363 091521AP Professional Services General Professional Services General			743.20
ACRO SERVICE CORPORATION 1380403 371.60 40003210 520037 371.60 40013220 520037	07/18/2021 22200363 091521AP Professional Services General Professional Services General			743.20
ACRO SERVICE CORPORATION 1368964 371.60 40003210 520037 371.60 40013220 520037	07/04/2021 22200363 091521AP Professional Services General Professional Services General			743.20
CHECK 137694 TOTAL:				3,697.42
137695 09/15/2021 PRTD 1088 AMERICAN TOWER CORP 3694083 4,974.82 10002121 521505	09/01/2021 22200244 091521AP Equipment Rental			4,974.82
CHECK 137695 TOTAL:				4,974.82
137696 09/15/2021 PRTD 6851 AMILIA CONSULTING USA INV-0310 8,750.00 10004150 520037	08/31/2021 22200148 091521AP Professional Services General			8,750.00
CHECK 137696 TOTAL:				8,750.00
137697 09/15/2021 PRTD 1104 ARAMARK UNIFORM & CAREER APPAREL 473000283352 370.61 40003210 521922 280.62 40013220 521922	08/12/2021 22200362 091521AP Uniforms Uniforms			651.23
CHECK 137697 TOTAL:				651.23
137698 09/15/2021 PRTD 1960 ARIZONA MACHINERY, LLC P55401 89.13 38103202 521508	09/09/2021 22200190 091521AP Automotive Expenses			89.13
ARIZONA MACHINERY, LLC P54636 138.35 40003210 521508	08/25/2021 22200190 091521AP Automotive Expenses			138.35
CHECK 137698 TOTAL:				227.48

09/15/2021 16:23 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 2
| apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE	INV DATE	PO	CHECK	NET
137699	09/15/2021	PRTD	5686 ARIZONA PPE RECON, INC.	2995 3,503.50 10002140 520518	09/09/2021	22200022	091521AP Equip Testing & Certification	3,503.50
					CHECK	137699	TOTAL:	3,503.50
137700	09/15/2021	PRTD	5967 ARIZONA STATE RIFLE AND PISTOL AS BPD0721	204.00 10002121 522155	09/02/2021	22200291	091521AP Operational Supplies	204.00
			ARIZONA STATE RIFLE AND PISTOL AS BPD0821	130.00 10002121 522155	09/07/2021	22200291	091521AP Operational Supplies	130.00
					CHECK	137700	TOTAL:	334.00
137701	09/15/2021	PRTD	1137 ARIZONA WATER COMPANY	AUGUST 2021 75.00 40013230 520037	08/31/2021	22200398	091521AP Professional Services General	75.00
					CHECK	137701	TOTAL:	75.00
137702	09/15/2021	PRTD	6665 ASPIN/MOHAVE	22A03140 2,294.88 35754150 521502	09/09/2021	22200031	091521AP Program Supplies/Equipment	2,294.88
					CHECK	137702	TOTAL:	2,294.88
137703	09/15/2021	PRTD	6796 ASSURED DOCUMENT DESTRUCTION, INC	348407 170.00 10002121 520037	05/03/2021	22200505	091521AP Professional Services General	170.00
					CHECK	137703	TOTAL:	170.00
137704	09/15/2021	PRTD	5437 AXON ENTERPRISE, INC.	SI-1746074 233,906.64 10002121 521523	06/15/2021	22200520	091521AP Equipment <\$5,000	233,906.64
			AXON ENTERPRISE, INC.	SI-1745714 9,160.49 10002121 521523	06/14/2021	22200520	091521AP Equipment <\$5,000	9,160.49
			AXON ENTERPRISE, INC.	SI-1729755 94.87 10002121 521523	04/08/2021	22200520	091521AP Equipment <\$5,000	94.87
			AXON ENTERPRISE, INC.	SI 1723216 3,230.70 10002121 521523	03/10/2021	22200520	091521AP Equipment <\$5,000	3,230.70
					CHECK	137704	TOTAL:	246,392.70
137705	09/15/2021	PRTD	1174 AZ.MUN.WKS.COMP.POOL-AMWCP	12073 151.26 31001115 523008	09/01/2021		091521AP Worker's Comp Claims	151.26

09/15/2021 16:23 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 3
 | apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK	NET
	CHECK	137705	TOTAL:	151.26
137706 09/15/2021 PRTD 1213 BINGHAM EQUIPMENT CO 216.53 10003171 522155	P39833 07/01/2021 22200482 091521AP Operational Supplies			216.53
	CHECK	137706	TOTAL:	216.53
137707 09/15/2021 PRTD 1220 BLX GROUP LLC 500.00 80067705 520037	4332-1675/091321 09/13/2021 091521AP Professional Services General			500.00
	CHECK	137707	TOTAL:	500.00
137708 09/15/2021 PRTD 6624 FRESH AIRE 40.50 10004151 521501	05-21639 09/07/2021 22200024 091521AP Office Supplies			40.50
	CHECK	137708	TOTAL:	40.50
137709 09/15/2021 PRTD 1257 BUSTAMANTE & KUFFNER PC 13,000.00 10001108 520021	August 31, 2021 08/31/2021 22200137 091521AP City Prosecutor			13,000.00
	CHECK	137709	TOTAL:	13,000.00
137710 09/15/2021 PRTD 1279 CANON SOLUTIONS AMERICA, INC 168.30 10005180 520037	4040363030 07/27/2021 22200149 091521AP Professional Services General			168.30
	CHECK	137710	TOTAL:	168.30
137711 09/15/2021 PRTD 5029 CDW GOVERNMENT LLC 1,769.34 10003171 521521	J975988 08/27/2021 22200445 091521AP IT Equipment <\$5000			1,769.34
	CHECK	137711	TOTAL:	1,769.34
137712 09/15/2021 PRTD 1286 CENTERLINE SUPPLY 1,520.40 38103202 521715	ORD0044810 09/07/2021 22200259 091521AP Signs & Markings			1,520.40
	CHECK	137712	TOTAL:	1,520.40
137713 09/15/2021 PRTD 6932 CURTIS PROCESS CONSULTING 6,250.00 10005180 520037 6,250.00 10005185 520037	1448 08/01/2021 22200518 091521AP Professional Services General Professional Services General			12,500.00
CURTIS PROCESS CONSULTING 6,250.00 10005180 520037 6,250.00 10005185 520037	1449 09/01/2021 22200518 091521AP Professional Services General Professional Services General			12,500.00

09/15/2021 16:23 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 4
 | apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE

INV DATE

PO

CHECK

NET

				CHECK 137713 TOTAL:		25,000.00
137714	09/15/2021	PRTD	5015 F.S.O.C. LLC	1430 4,646.00 10002121 521509	09/14/2021 22200496 091521AP Public Safety Equipment	4,646.00
				CHECK 137714 TOTAL:		4,646.00
137715	09/15/2021	PRTD	5295 DELL MARKETING L.P.	10516793561 1,779.40 10002121 521521	09/07/2021 22200257 091521AP IT Equipment <\$5000	1,779.40
				CHECK 137715 TOTAL:		1,779.40
137716	09/15/2021	PRTD	1426 FACTORY MOTOR PARTS CO	83-397001 140.00 40013220 521508	08/20/2021 22200368 091521AP Automotive Expenses	140.00
			FACTORY MOTOR PARTS CO	7-3384244 261.08 10003171 522155	08/25/2021 22200368 091521AP Operational Supplies	261.08
			FACTORY MOTOR PARTS CO	7-3389449 420.00 10003171 522155 30.00 40003210 521508	08/31/2021 22200368 091521AP Operational Supplies Automotive Expenses	450.00
			FACTORY MOTOR PARTS CO	10-1449027 55.44 10003171 522155	08/31/2021 22200368 091521AP Operational Supplies	55.44
			FACTORY MOTOR PARTS CO	10-1446478 573.58 10003171 522155	08/04/2021 22200368 091521AP Operational Supplies	573.58
			FACTORY MOTOR PARTS CO	10-1447663 30.00 10003171 522155	08/17/2021 22200368 091521AP Operational Supplies	30.00
			FACTORY MOTOR PARTS CO	10-1448461 -24.32 10003171 522155	08/25/2021 22200368 091521AP Operational Supplies	-24.32
			FACTORY MOTOR PARTS CO	10-1446543 -3.00 10003171 522155	08/04/2021 22200368 091521AP Operational Supplies	-3.00
			FACTORY MOTOR PARTS CO	10-1447664 170.00 10003171 522155	08/17/2021 22200368 091521AP Operational Supplies	170.00
			FACTORY MOTOR PARTS CO	10-1448196 263.10 10003171 522155	08/23/2021 22200368 091521AP Operational Supplies	263.10
			FACTORY MOTOR PARTS CO	10-1448588 140.00 10003171 522155	08/26/2021 22200368 091521AP Operational Supplies	140.00
			FACTORY MOTOR PARTS CO	12-4196164 375.00 10003171 522155	08/19/2021 22200368 091521AP Operational Supplies	750.00

09/15/2021 16:23 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 5
 | apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE	INV DATE	PO	CHECK	NET
				250.00 38103202 521508	Automotive Expenses			
				125.00 40003210 521508	Automotive Expenses			
				FACTORY MOTOR PARTS CO 86-459499	08/20/2021	22200368	091521AP	140.00
				140.00 10003171 522155	Operational Supplies			
				FACTORY MOTOR PARTS CO 7-3365352	08/04/2021	22200368	091521AP	511.00
				511.00 10003171 522155	Operational Supplies			
				FACTORY MOTOR PARTS CO 7-3369533	08/09/2021	22200368	091521AP	130.00
				130.00 38103202 521508	Automotive Expenses			
				FACTORY MOTOR PARTS CO 7-3383243	08/24/2021	22200368	091521AP	169.54
				169.54 10003171 522155	Operational Supplies			
				FACTORY MOTOR PARTS CO 10-1446511	08/04/2021	22200368	091521AP	196.22
				196.22 10003171 522155	Operational Supplies			
				FACTORY MOTOR PARTS CO 10-1446917	08/09/2021	22200368	091521AP	198.82
				198.82 10003171 522155	Operational Supplies			
				FACTORY MOTOR PARTS CO 10-1447054	08/10/2021	22200368	091521AP	4.78
				4.78 10003171 522155	Operational Supplies			
				FACTORY MOTOR PARTS CO 10-1448225	08/23/2021	22200368	091521AP	24.32
				24.32 10003171 522155	Operational Supplies			
				FACTORY MOTOR PARTS CO 10-1448368	08/24/2021	22200368	091521AP	275.06
				275.06 10003171 522155	Operational Supplies			
				FACTORY MOTOR PARTS CO 10-1448393	08/25/2021	22200368	091521AP	130.00
				130.00 10003171 522155	Operational Supplies			
				CHECK	137716	TOTAL:		4,585.62
137717	09/15/2021	PRTD	5114	EPS GROUP, INC. ENGINEERS, PLANNE 19-1323-8	09/01/2021		091521AP	4,231.25
				4,231.25 80107707 520006	Engineering Services			
				EPS GROUP, INC. ENGINEERS, PLANNE 19-0838-9	09/01/2021		091521AP	80.00
				80.00 80107707 520006	Engineering Services			
				EPS GROUP, INC. ENGINEERS, PLANNE 15-152-66	09/01/2021		091521AP	1,762.50
				1,762.50 80067705 520006	Engineering Services			
				CHECK	137717	TOTAL:		6,073.75
137718	09/15/2021	PRTD	1414	EWING IRRIGATION PRODUCTS INC 15186072	09/13/2021	22200057	091521AP	566.85
				566.85 10004155 520586	Irrigation Systems Parts/Mater			

09/15/2021 16:23 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 6
 | apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE	INV DATE	PO	CHECK	NET
					CHECK	137718	TOTAL:	566.85
137719	09/15/2021	PRTD	1440 FLEETPRIDE, INC	78839111 60.84 38103202 521508	07/29/2021	22200301	091521AP Automotive Expenses	60.84
			FLEETPRIDE, INC	81336610 6.22 10003171 522155	09/03/2021	22200301	091521AP Operational Supplies	6.22
					CHECK	137719	TOTAL:	67.06
137720	09/15/2021	PRTD	5719 FREIGHTLINER OF ARIZONA, LLC	XA310448952:01 307.21 10003171 522155	09/10/2021	22200300	091521AP Operational Supplies	307.21
			FREIGHTLINER OF ARIZONA, LLC	XA310448381:01 300.24 10003171 522155	09/09/2021	22200300	091521AP Operational Supplies	300.24
			FREIGHTLINER OF ARIZONA, LLC	XA310442055:01 173.08 40003210 521508	08/24/2021	22200300	091521AP Automotive Expenses	173.08
			FREIGHTLINER OF ARIZONA, LLC	XA310439870:01 813.27 40003210 521508	08/24/2021	22200300	091521AP Automotive Expenses	813.27
			FREIGHTLINER OF ARIZONA, LLC	XA310443199:02 696.32 10003171 522155	09/08/2021	22200300	091521AP Operational Supplies	696.32
					CHECK	137720	TOTAL:	2,290.12
137721	09/15/2021	PRTD	6551 G4S SECURE SOLUTIONS USA INC	12004614 1,023.44 10002121 520022	09/05/2021	22200217	091521AP Security Services	1,023.44
			G4S SECURE SOLUTIONS USA INC	12004633 837.36 10002121 520022	09/05/2021	22200217	091521AP Security Services	837.36
			G4S SECURE SOLUTIONS USA INC	11941089 1,023.44 10002121 520022	08/01/2021	22200217	091521AP Security Services	1,023.44
			G4S SECURE SOLUTIONS USA INC	11941090 1,023.44 10002121 520022	08/01/2021	22200217	091521AP Security Services	1,023.44
			G4S SECURE SOLUTIONS USA INC	11941106 837.36 10002121 520022	08/01/2021	22200217	091521AP Security Services	837.36
			G4S SECURE SOLUTIONS USA INC	11948818 1,023.44 10002121 520022	08/08/2021	22200217	091521AP Security Services	1,023.44
			G4S SECURE SOLUTIONS USA INC	11948829 837.36 10002121 520022	08/08/2021	22200217	091521AP Security Services	837.36
			G4S SECURE SOLUTIONS USA INC	11965223	08/15/2021	22200217	091521AP	1,023.44

09/15/2021 16:23 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 7
 | apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE

INV DATE

PO

CHECK

NET

				1,023.44	10002121	520022	Security Services	
			G4S SECURE SOLUTIONS USA INC	11965235			08/15/2021 22200217 091521AP	837.36
			837.36 10002121 520022				Security Services	
			G4S SECURE SOLUTIONS USA INC	11888613			07/04/2021 22200217 091521AP	1,023.44
			1,023.44 10002121 520022				Security Services	
			G4S SECURE SOLUTIONS USA INC	11911164			07/18/2021 22200217 091521AP	1,023.44
			1,023.44 10002121 520022				Security Services	
							CHECK 137721 TOTAL:	10,513.52
137722	09/15/2021	PRTD	1497 HAMILTON'S TOWING	105362			08/26/2021 22200188 091521AP	45.00
			45.00 10003171 520033				Vehicle Towing	
			HAMILTON'S TOWING	105352			08/22/2021 22200188 091521AP	52.50
			52.50 10003171 520033				Vehicle Towing	
							CHECK 137722 TOTAL:	97.50
137723	09/15/2021	PRTD	6798 HI-LINE ELECTRIC COMPANY, INC	10882471			08/31/2021 22200164 091521AP	1,819.46
			1,819.46 10003171 522155				Operational Supplies	
			HI-LINE ELECTRIC COMPANY, INC	10886998			08/31/2021 22200164 091521AP	197.19
			197.19 10003171 522155				Operational Supplies	
			HI-LINE ELECTRIC COMPANY, INC	10888967			09/10/2021 22200164 091521AP	6.89
			6.89 10003171 522155				Operational Supplies	
							CHECK 137723 TOTAL:	2,023.54
137724	09/15/2021	PRTD	1513 HILL BROTHERS CHEMICAL COMPANY	07104953			08/24/2021 22200133 091521AP	10,218.85
			10,218.85 40003216 521540				Chemicals	
							CHECK 137724 TOTAL:	10,218.85
137725	09/15/2021	PRTD	1522 HUGHES FIRE EQUIPMENT INC	567359			08/26/2021 22200284 091521AP	1,102.67
			1,102.67 10003171 522155				Operational Supplies	
							CHECK 137725 TOTAL:	1,102.67
137726	09/15/2021	PRTD	6772 JUSTIFACTS CREDENTIAL VERIFICATIO	337442			08/31/2021 22200151 091521AP	2,614.76
			2,614.76 10001115 520029				Pre-Employment Testing	

09/15/2021 16:23 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 8
| apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE	INV DATE	PO	CHECK	NET
					CHECK	137726	TOTAL:	2,614.76
137727	09/15/2021	PRTD	1596 LSH LIGHTS	SI#202017 34.82 10003171 522155	08/23/2021	22200191	091521AP Operational Supplies	34.82
					CHECK	137727	TOTAL:	34.82
137728	09/15/2021	PRTD	5952 KIEWIT/HAYDON, A JOINT VENTURE	2107150028TEMP 5,956.25 40003210 543028	08/27/2021	21900960	091521AP Jackie A Meck Wtr Campus/BRWC	5,956.25
			KIEWIT/HAYDON, A JOINT VENTURE	2107250017 89,536.35 40003210 543028	08/19/2021	22000832	091521AP Jackie A Meck Wtr Campus/BRWC	89,536.35
			KIEWIT/HAYDON, A JOINT VENTURE	2107280012 2,955,881.15 40003210 543028	08/19/2021	22100527	091521AP Jackie A Meck Wtr Campus/BRWC	2,955,881.15
					CHECK	137728	TOTAL:	3,051,373.75
137729	09/15/2021	PRTD	5952 KIEWIT/HAYDON, A JOINT VENTURE	2107290001 977,104.76 40003210 543028	08/27/2021	22101368	091521AP Jackie A Meck Wtr Campus/BRWC	977,104.76
			KIEWIT/HAYDON, A JOINT VENTURE	2108230004 84,259.00 40003210 543028	08/31/2021	22000468	091521AP Jackie A Meck Wtr Campus/BRWC	84,259.00
			KIEWIT/HAYDON, A JOINT VENTURE	2108290002 52,049.06 40003210 543028	09/09/2021	22101368	091521AP Jackie A Meck Wtr Campus/BRWC	52,049.06
			KIEWIT/HAYDON, A JOINT VENTURE	2108CR0024C 169,660.00 40003210 543028	09/10/2021	22100527	091521AP Jackie A Meck Wtr Campus/BRWC	169,660.00
			KIEWIT/HAYDON, A JOINT VENTURE	2108CR0024C-1 5,470.00 40003210 543028	09/10/2021	21900960	091521AP Jackie A Meck Wtr Campus/BRWC	5,470.00
			KIEWIT/HAYDON, A JOINT VENTURE	2108280013 1,974,343.40 40003210 543028	08/31/2021	22100527	091521AP Jackie A Meck Wtr Campus/BRWC	1,974,343.40
			KIEWIT/HAYDON, A JOINT VENTURE	2108RET003 17,810.97 40003210 543028	07/14/2020	21900960	091521AP Jackie A Meck Wtr Campus/BRWC	17,810.97
					CHECK	137729	TOTAL:	3,280,697.19
137730	09/15/2021	PRTD	1605 LAYER 8, LLC	1632 40,000.00 10001189 520018	08/08/2021	22200517	091521AP General Contractual Services	40,000.00
			LAYER 8, LLC	1633 11,200.00 10001189 520018	08/08/2021	22200516	091521AP General Contractual Services	11,200.00

09/15/2021 16:23 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 9
 | apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK	NET
					CHECK	137730	TOTAL:	51,200.00
137731	09/15/2021	PRTD	6681 THE SUPPLY CACHE INC	265076C 472.82 10002140 522154	08/06/2021	22200070	091521AP wildland Firefighting Program	472.82
					CHECK	137731	TOTAL:	472.82
137732	09/15/2021	PRTD	1652 MARICOPA COUNTY SHERIFF'S OFFICE	AUG21HSNG 22,101.08 10002121 520008	09/01/2021	22200121	091521AP Prisoner/Incarceration (MCSO)	22,101.08
					CHECK	137732	TOTAL:	22,101.08
137733	09/15/2021	PRTD	6252 MICKELSON & RAY, INC	50383 460.00 50012140 522155	08/28/2021	22200147	091521AP Operational Supplies	460.00
					CHECK	137733	TOTAL:	460.00
137734	09/15/2021	PRTD	1689 MYERS TIRE SUPPLY DISTRIBUTION	13536618 185.47 10003171 522155	08/20/2021	22200186	091521AP Operational Supplies	185.47
					CHECK	137734	TOTAL:	185.47
137735	09/15/2021	PRTD	6451 NESTLE WATERS NORTH AMERICA	01H6700439637 42.73 10002120 521501	09/02/2021	22200029	091521AP Office Supplies	42.73
			NESTLE WATERS NORTH AMERICA	01M6700459139 12.76 10001101 521501	09/02/2021	22200196	091521AP Office Supplies	12.76
			NESTLE WATERS NORTH AMERICA	01H6700439645 295.36 10005180 521501	09/02/2021	22200216	091521AP Office Supplies	295.36
					CHECK	137735	TOTAL:	350.85
137736	09/15/2021	PRTD	1725 NORWOOD EQUIPMENT LLC	65103N 598.28 38103202 521726	08/24/2021	22200460	091521AP Sweeper Parts	598.28
					CHECK	137736	TOTAL:	598.28
137737	09/15/2021	PRTD	999996 COCHISE CONTRACTORS, INC.	091421 5,000.00 1000 231100	09/14/2021		091521AP Cash Bond Eng	5,000.00
					CHECK	137737	TOTAL:	5,000.00

09/15/2021 16:23 |City of Buckeye, AZ - LIVE
acruz |A/P CASH DISBURSEMENTS JOURNAL

|P 10
|apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE

INV DATE

PO

CHECK

NET

137738	09/15/2021	PRTD	999996	Land Development Engineering LLC	31624	2,000.00	10005180	431001	08/30/2021	091521AP	2,000.00
									Entitlement Processes		
									CHECK	137738 TOTAL:	2,000.00
137739	09/15/2021	PRTD	999997	JP Morgan Chase	180946	104.50	4000	230000	09/08/2021	091521AP	104.50
									Security Deposits Refundable		
									CHECK	137739 TOTAL:	104.50
137740	09/15/2021	PRTD	5513	PARTS MART	869641P	52.68	10003171	522155	08/24/2021	22200303 091521AP	52.68
									Operational Supplies		
				PARTS MART	871161P	88.40	40003210	521508	09/01/2021	22200303 091521AP	88.40
									Automotive Expenses		
				PARTS MART	872658P	478.24	10003171	522155	09/09/2021	22200303 091521AP	478.24
									Operational Supplies		
									CHECK	137740 TOTAL:	619.32
137741	09/15/2021	PRTD	1770	PIONEER TITLE AGENCY INC	00501741	600.00	50213170	543137	05/12/2021	091521AP	600.00
									Miller Rd Exp-Durango-LBuckeye		
									CHECK	137741 TOTAL:	600.00
137742	09/15/2021	PRTD	1842	ROADWAY ELECTRIC LLC	62	4,004.00	31001115	523009	07/22/2021	22200222 091521AP	4,004.00
									Losses <\$5,000		
									CHECK	137742 TOTAL:	4,004.00
137743	09/15/2021	PRTD	1847	RODEO FORD INC	155451	40.81	40003210	521508	09/01/2021	22200343 091521AP	40.81
									Automotive Expenses		
				RODEO FORD INC	153960	218.78	10003171	522155	07/31/2021	22200343 091521AP	218.78
									Operational Supplies		
				RODEO FORD INC	155601	187.90	10003171	522155	09/03/2021	22200343 091521AP	187.90
									Operational Supplies		
				RODEO FORD INC	155615	290.96	40003210	521508	09/04/2021	22200343 091521AP	290.96
									Automotive Expenses		
				RODEO FORD INC	155234	93.35	10003171	522155	08/26/2021	22200343 091521AP	93.35
									Operational Supplies		

09/15/2021 16:23 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 11
| apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

		INVOICE		INV DATE	PO	CHECK	NET
		RODEO FORD INC	155348	08/30/2021	22200343	091521AP	241.93
	241.93	10003171 522155		Operational Supplies			
		RODEO FORD INC	150460	05/14/2021	22200343	091521AP	35.29
	35.29	38103202 521508		Automotive Expenses			
		RODEO FORD INC	150966	05/24/2021	22200343	091521AP	146.86
	146.86	10003171 522155		Operational Supplies			
		RODEO FORD INC	155895	09/10/2021	22200343	091521AP	38.06
	38.06	10003171 522155		Operational Supplies			
		RODEO FORD INC	155738	09/07/2021	22200343	091521AP	258.42
	258.42	10003171 522155		Operational Supplies			
		RODEO FORD INC	155610	09/04/2021	22200343	091521AP	345.60
	345.60	40003210 521508		Automotive Expenses			
		RODEO FORD INC	155450	08/31/2021	22200343	091521AP	220.11
	220.11	10003171 522155		Operational Supplies			
				CHECK	137743	TOTAL:	2,118.07
137744	09/15/2021	PRTD 5310 SANDS CHEVROLET, LLC	572761	07/27/2021	22200282	091521AP	89.95
		89.95 10003171 520505		Vehicle & Equipment Repair			
		SANDS CHEVROLET, LLC	573070	08/02/2021	22200282	091521AP	217.29
	217.29	10003171 520505		Vehicle & Equipment Repair			
		SANDS CHEVROLET, LLC	577265	09/10/2021	22200282	091521AP	89.95
	89.95	10003171 520505		Vehicle & Equipment Repair			
				CHECK	137744	TOTAL:	397.19
137745	09/15/2021	PRTD 5436 SKAGGS COMPANIES INC	20210901	09/01/2021	22200042	091521AP	1,548.70
		1,548.70 10002140 521922		Uniforms			
				CHECK	137745	TOTAL:	1,548.70
137746	09/15/2021	PRTD 6161 SOUTHERN TIRE MART, LLC	6100037755	09/01/2021	22200371	091521AP	81.45
		81.45 10003171 521528		Tires			
		SOUTHERN TIRE MART, LLC	6130053636	09/09/2021	22200371	091521AP	651.22
	651.22	10003171 521528		Tires			
				CHECK	137746	TOTAL:	732.67

09/15/2021 16:23 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 12
| apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE

INV DATE

PO

CHECK

NET

137747	09/15/2021	PRTD	5971	STANLEY CONSULTANTS, INC.	0233420	09/10/2021	22100819	091521AP	42,912.28
				42,912.28 50213170 543073				Durango St - Miller to Yuma	
						CHECK	137747	TOTAL:	42,912.28
137748	09/15/2021	PRTD	6553	SUPERCHARGED ELECTRIC INC.	21032	09/09/2021	22200481	091521AP	600.00
				600.00 10003172 520512				Building Repairs	
						CHECK	137748	TOTAL:	600.00
137749	09/15/2021	PRTD	1995	THE ARIZONA REPUBLIC	0004057195	09/09/2021	22200052	091521AP	67.60
				67.60 10001102 523055				Legal Printing and Advertising	
						CHECK	137749	TOTAL:	67.60
137750	09/15/2021	PRTD	1545	THE INNES ASSOCIATES, LTD	083121	08/31/2021		091521AP	2,054.00
				2,054.00 38002140 523019				Administrative Fees	
						CHECK	137750	TOTAL:	2,054.00
137751	09/15/2021	PRTD	5542	THE LUNSFORD GROUP LLC	1178	09/01/2021	22200097	091521AP	4,000.00
				4,000.00 10001101 520047				Government Relations Program	
						CHECK	137751	TOTAL:	4,000.00
137752	09/15/2021	PRTD	5458	THE SALVATION ARMY	Jul-21	08/01/2021		091521AP	11,205.46
				11,205.46 10001108 520038				Contributions to Civic Organiz	
						CHECK	137752	TOTAL:	11,205.46
137753	09/15/2021	PRTD	1884	THE SEGAL COMPANY	417369	08/31/2021	22200136	091521AP	2,416.67
				2,416.67 10001115 520037				Professional Services General	
						CHECK	137753	TOTAL:	2,416.67
137754	09/15/2021	PRTD	1704	NATIONAL HAZARD CONTROL	2153	08/30/2021	22200262	091521AP	272.38
				272.38 10002121 520005				Crime Scene Clean-Up	
				NATIONAL HAZARD CONTROL	2162	09/06/2021	22200262	091521AP	272.38
				272.38 10002121 520005				Crime Scene Clean-Up	
						CHECK	137754	TOTAL:	544.76

09/15/2021 16:23 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 13
| apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE	INV DATE	PO	CHECK	NET
137755	09/15/2021	PRTD	2029 U.S. PAYMENTS, LLC	024120 582.42 40003230 520037 582.42 40013230 520037 713.94 40053230 520037	08/31/2021	22200395	091521AP Professional Services General Professional Services General Professional Services General	1,878.78
CHECK 137755 TOTAL:								1,878.78
137756	09/15/2021	PRTD	2035 UNIFIRST CORPORATION	3152435814 5.34 35754150 521502	09/08/2021	22200055	091521AP Program Supplies/Equipment	5.34
CHECK 137756 TOTAL:								5.34
137757	09/15/2021	PRTD	2038 UNITED FIRE EQUIPMENT	749882 202.95 10002140 521922	08/13/2021	22200084	091521AP Uniforms	202.95
			UNITED FIRE EQUIPMENT	951314 202.95 10002140 521922	08/13/2021	22200084	091521AP Uniforms	202.95
			UNITED FIRE EQUIPMENT	751329 202.95 10002140 521922	08/13/2021	22200084	091521AP Uniforms	202.95
			UNITED FIRE EQUIPMENT	751330 202.95 10002140 521922	08/13/2021	22200084	091521AP Uniforms	202.95
			UNITED FIRE EQUIPMENT	746083 222.46 10002140 522150	07/23/2021	22200067	091521AP Personal Protective Equipment	222.46
CHECK 137757 TOTAL:								1,034.26
137758	09/15/2021	PRTD	2061 VERN LEWIS WELDING SUPPLY INC	RI21080204 108.52 10002140 522153	08/31/2021	22200069	091521AP Medical Supplies	108.52
			VERN LEWIS WELDING SUPPLY INC	RI21080205 44.06 10002140 522153	08/31/2021	22200069	091521AP Medical Supplies	44.06
CHECK 137758 TOTAL:								152.58
137759	09/15/2021	PRTD	6910 VIRTOWER LLC	1079 6,000.00 40103200 520037	08/27/2021	22200500	091521AP Professional Services General	6,000.00
CHECK 137759 TOTAL:								6,000.00
137760	09/15/2021	PRTD	2071 W.W. GRAINGER, INC	9009703142 156.98 40003231 521512	08/03/2021	22200230	091521AP Parts/Materials	156.98
			W.W. GRAINGER, INC	9012806395	08/05/2021	22200230	091521AP	169.99

09/15/2021 16:23 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 14
 | apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE

INV DATE

PO

CHECK

NET

				169.99	40003231	521512	Parts/Materials		
			W.W. GRAINGER, INC			9008569445	08/02/2021 22200181 091521AP	170.71	
				170.71	10003172	521720	Shop Supplies		
							CHECK 137760 TOTAL:	497.68	
137761	09/15/2021	PRTD	6012 WOOD ENVIRONMENT & INFRASTRUCTURE S53506415				09/01/2021 22200521 091521AP	4,074.20	
			4,074.20 40011113 543131				Sundance WRF Centrifuge		
							CHECK 137761 TOTAL:	4,074.20	
							NUMBER OF CHECKS 68 *** CASH ACCOUNT TOTAL ***	6,862,059.32	
							COUNT	AMOUNT	
							-----	-----	
							68	6,862,059.32	
							*** GRAND TOTAL ***	6,862,059.32	

09/15/2021 16:23 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 15
 |apcshdsb

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 3 469	APP 4000-201000	09/15/2021	091521AP	AP0915			Accounts Payable		6,347,568.47	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 9999-104000	09/15/2021	091521AP	AP0915			Cash in Bank - Checking			6,862,059.32
							AP CASH DISBURSEMENTS JOURNAL			
	APP 4001-201000	09/15/2021	091521AP	AP0915			Accounts Payable		7,000.95	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 1000-201000	09/15/2021	091521AP	AP0915			Accounts Payable		439,036.51	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 3810-201000	09/15/2021	091521AP	AP0915			Accounts Payable		2,683.94	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 3575-201000	09/15/2021	091521AP	AP0915			Accounts Payable		2,300.22	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 3100-201000	09/15/2021	091521AP	AP0915			Accounts Payable		4,155.26	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 8006-201000	09/15/2021	091521AP	AP0915			Accounts Payable		2,262.50	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 8010-201000	09/15/2021	091521AP	AP0915			Accounts Payable		4,311.25	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 5001-201000	09/15/2021	091521AP	AP0915			Accounts Payable		460.00	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 5021-201000	09/15/2021	091521AP	AP0915			Accounts Payable		43,512.28	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 3800-201000	09/15/2021	091521AP	AP0915			Accounts Payable		2,054.00	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 4005-201000	09/15/2021	091521AP	AP0915			Accounts Payable		713.94	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 4010-201000	09/15/2021	091521AP	AP0915			Accounts Payable		6,000.00	
							AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL									6,862,059.32	6,862,059.32
	APP 9999-201010	09/15/2021	091521AP	AP0915			DT DF		6,862,059.32	
	APP 4000-101010	09/15/2021	091521AP	AP0915			Pooled Cash Equity			6,347,568.47
	APP 4001-101010	09/15/2021	091521AP	AP0915			Pooled Cash Equity			7,000.95
	APP 1000-101010	09/15/2021	091521AP	AP0915			Pooled Cash Equity			439,036.51
	APP 3810-101010	09/15/2021	091521AP	AP0915			Pooled Cash Equity			2,683.94
	APP 3575-101010	09/15/2021	091521AP	AP0915			Pooled Cash Equity			2,300.22
	APP 3100-101010	09/15/2021	091521AP	AP0915			Pooled Cash Equity			4,155.26
	APP 8006-101010	09/15/2021	091521AP	AP0915			Pooled Cash Equity			2,262.50

09/15/2021 16:23 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 16
 |apcshdsb

YEAR PER	JNL								
SRC ACCOUNT									
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT	
09/15/2021	091521AP	AP0915							
APP 8010-101010					Pooled Cash Equity			4,311.25	
09/15/2021	091521AP	AP0915							
APP 5001-101010					Pooled Cash Equity			460.00	
09/15/2021	091521AP	AP0915							
APP 5021-101010					Pooled Cash Equity			43,512.28	
09/15/2021	091521AP	AP0915							
APP 3800-101010					Pooled Cash Equity			2,054.00	
09/15/2021	091521AP	AP0915							
APP 4005-101010					Pooled Cash Equity			713.94	
09/15/2021	091521AP	AP0915							
APP 4010-101010					Pooled Cash Equity			6,000.00	
09/15/2021	091521AP	AP0915							
SYSTEM GENERATED ENTRIES TOTAL							6,862,059.32	6,862,059.32	
JOURNAL 2022/03/469 TOTAL							13,724,118.64	13,724,118.64	

09/15/2021 16:23
acruz

|City of Buckeye, AZ - LIVE
|A/P CASH DISBURSEMENTS JOURNAL

|P 17
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund	2022	3	469	09/15/2021			
1000-101010					Pooled Cash Equity		439,036.51
1000-201000					Accounts Payable	439,036.51	
						-----	-----
					FUND TOTAL	439,036.51	439,036.51
3100 Risk Mgmt Retention Fund	2022	3	469	09/15/2021			
3100-101010					Pooled Cash Equity		4,155.26
3100-201000					Accounts Payable	4,155.26	
						-----	-----
					FUND TOTAL	4,155.26	4,155.26
3575 Area Agency on Aging	2022	3	469	09/15/2021			
3575-101010					Pooled Cash Equity		2,300.22
3575-201000					Accounts Payable	2,300.22	
						-----	-----
					FUND TOTAL	2,300.22	2,300.22
3800 Vol Fireman's Retirement	2022	3	469	09/15/2021			
3800-101010					Pooled Cash Equity		2,054.00
3800-201000					Accounts Payable	2,054.00	
						-----	-----
					FUND TOTAL	2,054.00	2,054.00
3810 Highway User Revenue Fund	2022	3	469	09/15/2021			
3810-101010					Pooled Cash Equity		2,683.94
3810-201000					Accounts Payable	2,683.94	
						-----	-----
					FUND TOTAL	2,683.94	2,683.94
4000 Water Utility Fund	2022	3	469	09/15/2021			
4000-101010					Pooled Cash Equity		6,347,568.47
4000-201000					Accounts Payable	6,347,568.47	
						-----	-----
					FUND TOTAL	6,347,568.47	6,347,568.47
4001 Wastewater Fund	2022	3	469	09/15/2021			
4001-101010					Pooled Cash Equity		7,000.95
4001-201000					Accounts Payable	7,000.95	
						-----	-----
					FUND TOTAL	7,000.95	7,000.95
4005 Environmental Services	2022	3	469	09/15/2021			
4005-101010					Pooled Cash Equity		713.94
4005-201000					Accounts Payable	713.94	
						-----	-----
					FUND TOTAL	713.94	713.94
4010 Airport Fund	2022	3	469	09/15/2021			

09/15/2021 16:23
acruz

|City of Buckeye, AZ - LIVE
|A/P CASH DISBURSEMENTS JOURNAL

|P 18
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF	DATE	DEBIT	CREDIT
ACCOUNT					ACCOUNT DESCRIPTION		
4010-101010					Pooled Cash Equity		6,000.00
4010-201000					Accounts Payable	6,000.00	
						-----	-----
					FUND TOTAL	6,000.00	6,000.00
5001 Cemetery Improvement Fund	2022	3	469	09/15/2021			
5001-101010					Pooled Cash Equity		460.00
5001-201000					Accounts Payable	460.00	
						-----	-----
					FUND TOTAL	460.00	460.00
5021 CIP General	2022	3	469	09/15/2021			
5021-101010					Pooled Cash Equity		43,512.28
5021-201000					Accounts Payable	43,512.28	
						-----	-----
					FUND TOTAL	43,512.28	43,512.28
8006 Fest Ranch CFD O&M	2022	3	469	09/15/2021			
8006-101010					Pooled Cash Equity		2,262.50
8006-201000					Accounts Payable	2,262.50	
						-----	-----
					FUND TOTAL	2,262.50	2,262.50
8010 Watson Rd CFD O&M	2022	3	469	09/15/2021			
8010-101010					Pooled Cash Equity		4,311.25
8010-201000					Accounts Payable	4,311.25	
						-----	-----
					FUND TOTAL	4,311.25	4,311.25
9999 Pooled Cash	2022	3	469	09/15/2021			
9999-104000					Cash in Bank - Checking		6,862,059.32
9999-201010					DT DF	6,862,059.32	
						-----	-----
					FUND TOTAL	6,862,059.32	6,862,059.32

FUND	DUE TO	DUE FR
1000 General Fund		439,036.51
3100 Risk Mgmt Retention Fund		4,155.26
3575 Area Agency on Aging		2,300.22
3800 Vol Fireman's Retirement		2,054.00
3810 Highway User Revenue Fund		2,683.94
4000 Water Utility Fund		6,347,568.47
4001 Wastewater Fund		7,000.95
4005 Environmental Services		713.94
4010 Airport Fund		6,000.00
5001 Cemetery Improvement Fund		460.00
5021 CIP General		43,512.28
8006 Fest Ranch CFD O&M		2,262.50
8010 Watson Rd CFD O&M		4,311.25
9999 Pooled Cash	6,862,059.32	
	-----	-----
TOTAL	6,862,059.32	6,862,059.32

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

09/16/2021 07:10 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 1
| apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK	NET
137762 09/15/2021 PRTD 999997 JUGGERNAUT INVESTMENTS LLC 59.40 4000	109965 130000	09/08/2021 Accounts Receivable	091521UB	59.40
JUGGERNAUT INVESTMENTS LLC 50.80 4000	109966 130000	09/08/2021 Accounts Receivable	091521UB	50.80
		CHECK 137762 TOTAL:		110.20
137763 09/15/2021 PRTD 999997 OPENDOOR LABS INC 86.77 4000	109996 130000	09/09/2021 Accounts Receivable	091521UB	86.77
		CHECK 137763 TOTAL:		86.77
137764 09/15/2021 PRTD 999997 OPENDOOR LABS, INC. 46.41 4005	109994 130000	09/09/2021 Accounts Receivable	091521UB	46.41
		CHECK 137764 TOTAL:		46.41
137765 09/15/2021 PRTD 999997 SERVICE STAR REALTY 42.79 4000	109972 130000	09/08/2021 Accounts Receivable	091521UB	42.79
SERVICE STAR REALTY 42.79 4000	109973 130000	09/08/2021 Accounts Receivable	091521UB	42.79
		CHECK 137765 TOTAL:		85.58
137766 09/15/2021 PRTD 999997 VALENTINE SALES & MANAGEMENT 64.70 4005	109997 130000	09/09/2021 Accounts Receivable	091521UB	64.70
VALENTINE SALES & MANAGEMENT 114.49 4000	109999 130000	09/09/2021 Accounts Receivable	091521UB	114.49
		CHECK 137766 TOTAL:		179.19
137767 09/15/2021 PRTD 999997 180 APACHE INVESTORS 6.50 4000	109967 130000	09/08/2021 Accounts Receivable	091521UB	6.50
		CHECK 137767 TOTAL:		6.50
137768 09/15/2021 PRTD 999997 AMEGEE, SIKA 85.21 4000	109992 130000	09/09/2021 Accounts Receivable	091521UB	85.21
		CHECK 137768 TOTAL:		85.21

09/16/2021 07:10 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 2
| apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK	NET
137769 09/15/2021 PRD 999997 ANDERSON, ANITA	109980 09/09/2021		091521UB	178.54
178.54 4005 130000 Accounts Receivable				
	CHECK	137769	TOTAL:	178.54
137770 09/15/2021 PRD 999997 BANK OF AMERICA, NA	110185 09/15/2021		091521UB	94.56
94.56 4001 130000 Accounts Receivable				
	CHECK	137770	TOTAL:	94.56
137771 09/15/2021 PRD 999997 BYRON, LINDAY	109976 09/09/2021		091521UB	32.12
32.12 4005 130000 Accounts Receivable				
	CHECK	137771	TOTAL:	32.12
137772 09/15/2021 PRD 999997 CABLE, BRUCE	110186 09/15/2021		091521UB	20.90
20.90 4005 130000 Accounts Receivable				
	CHECK	137772	TOTAL:	20.90
137773 09/15/2021 PRD 999997 CAROLLO, JENA	109988 09/09/2021		091521UB	8.74
8.74 4005 130000 Accounts Receivable				
	CHECK	137773	TOTAL:	8.74
137774 09/15/2021 PRD 999997 CHEW, AMY	110187 09/15/2021		091521UB	101.23
101.23 4001 130000 Accounts Receivable				
	CHECK	137774	TOTAL:	101.23
137775 09/15/2021 PRD 999997 CITY OF BUCKEYE	109962 09/08/2021		091521UB	381.17
381.17 4000 130000 Accounts Receivable				
	CHECK	137775	TOTAL:	381.17
137776 09/15/2021 PRD 999997 FOWLER, LAUREN	109968 09/08/2021		091521UB	43.17
43.17 4000 130000 Accounts Receivable				
	CHECK	137776	TOTAL:	43.17
137777 09/15/2021 PRD 999997 FRANCO, MIKE	109995 09/09/2021		091521UB	8.74
8.74 4005 130000 Accounts Receivable				

09/16/2021 07:10 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 3
 | apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE	INV DATE	PO	CHECK	NET
					CHECK	137777	TOTAL:	8.74
137778	09/15/2021	PRTD	999997 GARCIA, HUMBERTO	109982 130000	09/09/2021		091521UB	37.79
			37.79 4000		Accounts Receivable			
					CHECK	137778	TOTAL:	37.79
137779	09/15/2021	PRTD	999997 GHUSAYNI, GUS	109969 130000	09/08/2021		091521UB	41.76
			41.76 4000		Accounts Receivable			
					CHECK	137779	TOTAL:	41.76
137780	09/15/2021	PRTD	999997 GONZALEZ, HERMELINDA	109990 130000	09/09/2021		091521UB	24.07
			24.07 4000		Accounts Receivable			
					CHECK	137780	TOTAL:	24.07
137781	09/15/2021	PRTD	999997 GUTIERREZ, ALMA	110002 130000	09/09/2021		091521UB	16.70
			16.70 4000		Accounts Receivable			
					CHECK	137781	TOTAL:	16.70
137782	09/15/2021	PRTD	999997 HALEY, JEFFREY	109987 130000	09/09/2021		091521UB	8.74
			8.74 4005		Accounts Receivable			
					CHECK	137782	TOTAL:	8.74
137783	09/15/2021	PRTD	999997 HART, RICHARD JR	109975 130000	09/09/2021		091521UB	175.04
			175.04 4005		Accounts Receivable			
					CHECK	137783	TOTAL:	175.04
137784	09/15/2021	PRTD	999997 HARTER, NATHAN	110191 130000	09/15/2021		091521UB	155.57
			155.57 4005		Accounts Receivable			
					CHECK	137784	TOTAL:	155.57
137785	09/15/2021	PRTD	999997 HUFFAKER, JOHN & NATTASHA	110131 130000	09/14/2021		091521UB	893.33
			893.33 4005		Accounts Receivable			
					CHECK	137785	TOTAL:	893.33

09/16/2021 07:10 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 4
| apcsbdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK	NET
137786 09/15/2021 PRTD 999997 JAZANI, NIMA HOSSEINI 30.00 4005 109971 130000	09/08/2021 Accounts Receivable		091521UB	30.00
	CHECK	137786 TOTAL:		30.00
137787 09/15/2021 PRTD 999997 JENSEN, THOMAS 8.74 4005 109983 130000	09/09/2021 Accounts Receivable		091521UB	8.74
	CHECK	137787 TOTAL:		8.74
137788 09/15/2021 PRTD 999997 LOZANO, JULIANA 98.66 4005 109989 130000	09/09/2021 Accounts Receivable		091521UB	98.66
	CHECK	137788 TOTAL:		98.66
137789 09/15/2021 PRTD 999997 MENDEZ, RENE 108.56 4000 109985 130000	09/09/2021 Accounts Receivable		091521UB	108.56
	CHECK	137789 TOTAL:		108.56
137790 09/15/2021 PRTD 999997 MORSE, SUSAN 45.42 4000 110189 130000 146.23 4001 130000	09/15/2021 Accounts Receivable Accounts Receivable		091521UB	191.65
	CHECK	137790 TOTAL:		191.65
137791 09/15/2021 PRTD 999997 MUNOZ, CRUZ 134.14 4000 109998 130000	09/09/2021 Accounts Receivable		091521UB	134.14
	CHECK	137791 TOTAL:		134.14
137792 09/15/2021 PRTD 999997 MYND MANAGEMENT INC 7.86 4000 109970 130000	09/08/2021 Accounts Receivable		091521UB	7.86
	CHECK	137792 TOTAL:		7.86
137793 09/15/2021 PRTD 999997 NAGOORKANI, SHAHUL 54.25 4001 110190 130000	09/15/2021 Accounts Receivable		091521UB	54.25
	CHECK	137793 TOTAL:		54.25

09/16/2021 07:10 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 5
| apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK	NET
137794 09/15/2021 PRD 999997 NASH, KELLY 17.48 4005	109984 09/09/2021 Accounts Receivable	091521UB	17.48	
	CHECK	137794 TOTAL:	17.48	
137795 09/15/2021 PRD 999997 NRT PROPERTY MANAGEMENT ARIZONA 110.16 4000	110003 09/09/2021 Accounts Receivable	091521UB	110.16	
	CHECK	137795 TOTAL:	110.16	
137796 09/15/2021 PRD 999997 OLIVER-PARRIS, JASMYN 258.33 4005	109977 09/09/2021 Accounts Receivable	091521UB	258.33	
	CHECK	137796 TOTAL:	258.33	
137797 09/15/2021 PRD 999997 OLYMPUS BORROWER 69.30 4000	109993 09/09/2021 Accounts Receivable	091521UB	69.30	
	CHECK	137797 TOTAL:	69.30	
137798 09/15/2021 PRD 999997 OTTEROS-BRIM, MELISSA 129.76 4005	109978 09/09/2021 Accounts Receivable	091521UB	129.76	
	CHECK	137798 TOTAL:	129.76	
137799 09/15/2021 PRD 999997 PARAL, PATRICIA 118.64 4000	110001 09/09/2021 Accounts Receivable	091521UB	118.64	
	CHECK	137799 TOTAL:	118.64	
137800 09/15/2021 PRD 999997 ROACH, AMY 5.14 4005	109979 09/09/2021 Accounts Receivable	091521UB	5.14	
	CHECK	137800 TOTAL:	5.14	
137801 09/15/2021 PRD 999997 RODRIGUEZ HOLT, GINGER 14.59 4000	109964 09/08/2021 Accounts Receivable	091521UB	14.59	
	CHECK	137801 TOTAL:	14.59	
137802 09/15/2021 PRD 999997 STENZ, KATHRYN & DISHONG, RILEY 37.61 4000	109986 09/09/2021 Accounts Receivable	091521UB	37.61	

09/16/2021 07:10 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 6
 | apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK	NET
	CHECK	137802	TOTAL:	37.61
137803 09/15/2021 PRTD 999997 TAH 2018-1 BORROWER LLC 59.90 4000	109974 130000	09/08/2021 Accounts Receivable	091521UB	59.90
	CHECK	137803	TOTAL:	59.90
137804 09/15/2021 PRTD 999997 TORRE, FELIPE O. 95.20 4005	110000 130000	09/09/2021 Accounts Receivable	091521UB	95.20
	CHECK	137804	TOTAL:	95.20
137805 09/15/2021 PRTD 999997 WAGNER, ZACHARY & DIANE 8.74 4005	109981 130000	09/09/2021 Accounts Receivable	091521UB	8.74
	CHECK	137805	TOTAL:	8.74
137806 09/15/2021 PRTD 999997 WEBB, KAIVON & CASTILLO SANCHEZ, 6.87 4000	109991 130010	09/09/2021 A/R UB Other	091521UB	6.87
	CHECK	137806	TOTAL:	6.87
137807 09/15/2021 PRTD 999997 WHITEHEAD, CAROLYN 161.23 4000 70.00 4000	110188 130000 130000	09/15/2021 Accounts Receivable Accounts Receivable	091521UB	231.23
	CHECK	137807	TOTAL:	231.23
137808 09/15/2021 PRTD 999997 ZANABRIA, OLIVIA 100.21 4000	109963 130000	09/08/2021 Accounts Receivable	091521UB	100.21
	CHECK	137808	TOTAL:	100.21
NUMBER OF CHECKS 47 *** CASH ACCOUNT TOTAL ***				4,719.05
		COUNT	AMOUNT	
		----	-----	
TOTAL PRINTED CHECKS		47	4,719.05	
*** GRAND TOTAL ***				4,719.05

09/16/2021 07:10 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED
 CLERK: acruz

|P 7
 |apcshdsb

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022 3 480	APP 4000-201000	09/16/2021	091521UB	UB0915			Accounts Payable AP CASH DISBURSEMENTS JOURNAL		2,077.90	
	APP 9999-104000	09/16/2021	091521UB	UB0915			Cash in Bank - Checking AP CASH DISBURSEMENTS JOURNAL			4,719.05
	APP 4005-201000	09/16/2021	091521UB	UB0915			Accounts Payable AP CASH DISBURSEMENTS JOURNAL		2,244.88	
	APP 4001-201000	09/16/2021	091521UB	UB0915			Accounts Payable AP CASH DISBURSEMENTS JOURNAL		396.27	
GENERAL LEDGER TOTAL									4,719.05	4,719.05
APP 9999-201010		09/16/2021	091521UB	UB0915			DT DF		4,719.05	
APP 4000-101010		09/16/2021	091521UB	UB0915			Pooled Cash Equity			2,077.90
APP 4005-101010		09/16/2021	091521UB	UB0915			Pooled Cash Equity			2,244.88
APP 4001-101010		09/16/2021	091521UB	UB0915			Pooled Cash Equity			396.27
SYSTEM GENERATED ENTRIES TOTAL									4,719.05	4,719.05
JOURNAL 2022/03/480 TOTAL									9,438.10	9,438.10

09/16/2021 07:10
acruz

|City of Buckeye, AZ - LIVE
|A/P CASH DISBURSEMENTS JOURNAL

|P 8
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
4000 Water Utility Fund	2022 3	480	09/16/2021			
4000-101010				Pooled Cash Equity		2,077.90
4000-201000				Accounts Payable	2,077.90	
				FUND TOTAL	2,077.90	2,077.90
4001 Wastewater Fund	2022 3	480	09/16/2021			
4001-101010				Pooled Cash Equity		396.27
4001-201000				Accounts Payable	396.27	
				FUND TOTAL	396.27	396.27
4005 Environmental Services	2022 3	480	09/16/2021			
4005-101010				Pooled Cash Equity		2,244.88
4005-201000				Accounts Payable	2,244.88	
				FUND TOTAL	2,244.88	2,244.88
9999 Pooled Cash	2022 3	480	09/16/2021			
9999-104000				Cash in Bank - Checking		4,719.05
9999-201010				DT DF	4,719.05	
				FUND TOTAL	4,719.05	4,719.05

09/16/2021 07:10 | City of Buckeye, AZ - LIVE
 acruz | A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

| P 9
 | apcshdsb

FUND	DUE TO	DUE FR
4000 water Utility Fund		2,077.90
4001 wastewater Fund		396.27
4005 Environmental Services		2,244.88
9999 Pooled Cash	4,719.05	
	-----	-----
TOTAL	4,719.05	4,719.05

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

09/16/2021 08:01 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL

|P 1
 |apcshdsb

CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
 CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE

INV DATE

PO

CHECK

NET

137809	09/16/2021	PRTD	1177	ARIZONA PUBLIC SERVICE	August 20212	09/16/2021	091621R	41,879.95
				1,094.10	38103202 521700	Street Lighting Base Charges		
				12,856.20	10003176 526010	Electric - Utility		
				1,749.17	40003210 526010	Electric - Utility		
				13,699.74	10001110 526010	Electric - Utility		
				38.15	40003212 526010	Electric - Utility		
				7,841.33	40003218 526010	Electric - Utility		
				16.12	40003351 526010	Electric - Utility		
				553.15	10003175 526010	Electric - Utility		
				3,889.56	10003177 526010	Electric - Utility		
				74.02	40003213 526010	Electric - Utility		
				68.41	40103200 526010	Electric - Utility		
						CHECK	137809 TOTAL:	41,879.95
					NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***	41,879.95
						COUNT	AMOUNT	
						-----	-----	
					TOTAL PRINTED CHECKS	1	41,879.95	
							*** GRAND TOTAL ***	41,879.95

09/16/2021 08:01 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED
 CLERK: acruz

|P 2
 |apcshdsb

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022 3 482	APP 3810-201000	09/16/2021	091621R	R09162			Accounts Payable		1,094.10	
							AP CASH DISBURSEMENTS JOURNAL			
APP 9999-104000	09/16/2021	091621R	R09162				Cash in Bank - Checking			41,879.95
							AP CASH DISBURSEMENTS JOURNAL			
APP 1000-201000	09/16/2021	091621R	R09162				Accounts Payable		30,998.65	
							AP CASH DISBURSEMENTS JOURNAL			
APP 4000-201000	09/16/2021	091621R	R09162				Accounts Payable		9,718.79	
							AP CASH DISBURSEMENTS JOURNAL			
APP 4010-201000	09/16/2021	091621R	R09162				Accounts Payable		68.41	
							AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL									41,879.95	41,879.95
APP 9999-201010	09/16/2021	091621R	R09162				DT DF		41,879.95	
APP 3810-101010	09/16/2021	091621R	R09162				Pooled Cash Equity			1,094.10
APP 1000-101010	09/16/2021	091621R	R09162				Pooled Cash Equity			30,998.65
APP 4000-101010	09/16/2021	091621R	R09162				Pooled Cash Equity			9,718.79
APP 4010-101010	09/16/2021	091621R	R09162				Pooled Cash Equity			68.41
SYSTEM GENERATED ENTRIES TOTAL									41,879.95	41,879.95
JOURNAL 2022/03/482 TOTAL									83,759.90	83,759.90

09/16/2021 08:01
acruz

|City of Buckeye, AZ - LIVE
|A/P CASH DISBURSEMENTS JOURNAL

|P 3
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund 1000-101010 1000-201000	2022 3	482	09/16/2021	Pooled Cash Equity Accounts Payable	30,998.65	30,998.65
				FUND TOTAL	30,998.65	30,998.65
3810 Highway User Revenue Fund 3810-101010 3810-201000	2022 3	482	09/16/2021	Pooled Cash Equity Accounts Payable	1,094.10	1,094.10
				FUND TOTAL	1,094.10	1,094.10
4000 Water Utility Fund 4000-101010 4000-201000	2022 3	482	09/16/2021	Pooled Cash Equity Accounts Payable	9,718.79	9,718.79
				FUND TOTAL	9,718.79	9,718.79
4010 Airport Fund 4010-101010 4010-201000	2022 3	482	09/16/2021	Pooled Cash Equity Accounts Payable	68.41	68.41
				FUND TOTAL	68.41	68.41
9999 Pooled Cash 9999-104000 9999-201010	2022 3	482	09/16/2021	Cash in Bank - Checking DT DF	41,879.95	41,879.95
				FUND TOTAL	41,879.95	41,879.95

09/16/2021 08:01 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 4
 |apcshdsb

FUND	DUE TO	DUE FR
1000 General Fund		30,998.65
3810 Highway User Revenue Fund		1,094.10
4000 Water Utility Fund		9,718.79
4010 Airport Fund		68.41
9999 Pooled Cash	41,879.95	
	-----	-----
TOTAL	41,879.95	41,879.95

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

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

MEETING DATE: 10/05/21	AGENDA ITEM: 6.A. Boards and Commissions Changes
DATE PREPARED: 09/30/21	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 appointment of Elizabeth Zamora as a Regular Member of the Community Services Advisory Board with a term expiration date of December, 2025; the removal of Thomas Marcinko as a Regular Member (At-Large) of the Planning and Zoning Commission; and the appointment of Tedy Burton as a Regular Member (At-Large) of the Planning and Zoning Commission with a term expiration date of December, 2025.

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. Ms. Zamora will be appointed to serve a four-year term as a Regular Member of the Community Services Advisory Board (CSAB). Mr. Burton is currently an Alternate Member of the Planning and Zoning Commission and will be appointed to serve a four-year as a Regular Member, filling the vacancy left with the passing of Mr. Marcinko.

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: 10/05/21	AGENDA ITEM: 6.B. Legends Technical Services - Laboratory Testing Services
DATE PREPARED: 09/30/21	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. 2022010) between the City of Buckeye, an Arizona municipal corporation and Legend Technical Services of Arizona, Inc., an Arizona corporation through the City of Chandler (Contract No. PWS-962-4035) for laboratory testing 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 annual wastewater laboratory testing for all facilities.

BENEFITS:

Allows staff to provide proper wastewater laboratory testing.

FUTURE ACTION:

None

FINANCIAL IMPACT STATEMENT:

40013227-520049 - \$105,000

CURRENT FISCAL YEAR TOTAL COST:

\$105,000

BUDGETED:

Yes

FISCAL YEAR:

21/22

FUND/DEPARTMENT:

40013227-520049

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

ATTACHMENTS:

[Legend Technical Services Contract No. 2022010.pdf](#)

**COOPERATIVE CONTRACT PURCHASE ADDENDUM
BETWEEN THE CITY OF BUCKEYE
AND
LEGEND TECHNICAL SERVICES OF ARIZONA, INC.**

**LABORATORY TESTING SERVICES
CONTRACT NO. 2022010**

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is made between the City of Buckeye, an Arizona municipal corporation (the "City") and Legend Technical Services of Arizona, Inc. an Arizona corporation (the "Contractor").

WHEREAS after a competitive procurement process, the City of Chandler entered into Contract No. PWS-962-4035 dated May 13, 2019 with the Contractor for laboratory testing services (the "City of Chandler Contract"), as more detailed in the Legend Technical Services of Arizona, 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 Chandler, Cooperative Contract No. PWS-962-4035, for laboratory testing 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 Chandler 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:

LEGEND TECHNICAL SERVICES OF ARIZONA, INC.

Marci Payne
Name

Marci Payne
Signature

Sales and Marketing Manager
Title

EXHIBIT A

**COOPERATIVE CONTRACT PURCHASE ADDENDUM
LABORATORY TESTING SERVICES**

**[CITY OF CHANDLER CONTRACT]
See following Pages**

18-2920

**CITY OF CHANDLER SERVICES AGREEMENT
LABORATORY TESTING SERVICES
AGREEMENT NO.: PW9-962-4035**

THIS AGREEMENT is made and entered into this 13th day of May, 2019, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and Legend Technical Services of Arizona, Inc., hereinafter referred to as "Contractor".

WHEREAS, Contractor represents that Contractor has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. AGREEMENT ADMINISTRATOR:

- 1.1. Agreement Administrator.** Contractor shall act under the authority and approval of the Water Quality Program Manager or designee (Agreement Administrator), to provide the services required by this Agreement.
- 1.2. Key Staff.** Contractor shall not change nor substitute any of these key staff for work on this Agreement without prior written approval by City.
- 1.3. Subcontractors.** During the performance of the Agreement, Contractor may engage such additional Subcontractor as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with Contractor.
- 1.4. Subcontracts.** Contractor shall not enter into any Subcontract under this Agreement for the performance of this Agreement without the advance written approval of City. The subcontract shall incorporate by reference the terms and conditions of this Agreement.

2. SCOPE OF WORK: Contractor shall provide laboratory testing services all as more specifically set forth in Exhibit A, attached hereto and made a part hereof by reference.

- 2.1 Non-Discrimination.** The Contractor shall comply with all applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.2 Licenses.** 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 as applicable to this agreement.
- 2.3 Advertising, Publishing and Promotion of Agreement.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Agreement without the prior written approval of the City.
- 2.4 Compliance with Applicable Laws.** Contractor shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.
 - 2.4.1.** The Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify, hereinafter "Contractor Immigration Warranty".

2.4.1.1 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement that is subject to penalties up to and including termination of the agreement.

2.4.1.2 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

2.4.1.3 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verification.

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

2.4.2 Participation in Boycott of Israel. As defined by A.R.S. §35-393.01:

2.4.2.1 "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:

- (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
- (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

2.4.2.2 "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.

2.4.2.3 "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.

2.4.2.4 "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:

- (a) together with other investors that are not subject to this section.
- (b) that are held in an index fund.

2.4.2.5 "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this state or a political subdivision of this state.

2.4.2.6 "Public fund" means the state treasurer or a retirement system.

2.4.2.7 "Restricted companies" means companies that boycott Israel.

2.4.2.8 "Retirement system" means a retirement plan or system that is established by or pursuant to Title 38.

2.4.2.9 The City of Chandler will not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction with a company that is currently engaged in a boycott of Israel. By signing this agreement, the Contractor certifies that the

company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

2.4.2.10 By signing this agreement, the Contractor agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

3. ACCEPTANCE AND DOCUMENTATION: Each task shall be reviewed and approved by the Agreement Administrator to determine acceptable completion.

3.1. Records. The Contractor shall retain and shall contractually require each Subcontractor to retain all data and other "records" relating to the acquisition and performance of the Agreement for a period of five years after the completion of the Agreement.

3.2. Audit. At any time during the term of this Agreement and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Agreement or Subcontract. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.3. Record Retention. Contractor shall maintain documentation of all raw and final data (electronic and hard copy and supporting quality control data for chemical results for a minimum of ten (10) years with the exception of any other Federal or State requirements. Bacteriological results shall be maintained for six (6) years.

3.4. Contractor shall provide a copy of any requested report within two (2) business days if requested by the City.

3.5. If the Contractor can no longer maintain the data, City reserves the right to take delivery of all raw and final data (electronic and hard copy) and supporting quality control data for chemical results.

3.6. Because of the potential for litigation involved with these samples, Contractor shall retain all samples for 45 days, or until hold times have expired, whichever is longer, after the postmarked date of final analysis report. These samples shall be subject to chain of custody procedures until final disposal. City reserves the right to retrieve the sample(s) during the retention time or to request an extension of the retention time, if necessary, without additional charge.

3.7. Contractor shall not disclose data or disseminate the contents of the final or any preliminary report without express written permission of City.

3.8. Contractor shall maintain the integrity of City samples at all times.

3.9. Property of City. Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of City. Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Contractor shall not use or release these materials without the prior written consent of City.

4. PRICE:

4.1. City shall pay Contractor for the completion of all the work and services described herein payable at the per-unit cost as set forth in Exhibit B, attached hereto and made a part hereof by reference. The total amount payable during the term of this Agreement shall not exceed Three Hundred Seventy-Nine Thousand Dollars (\$379,000), in total, between this Agreement and all other companion agreements and the City reserves the right to choose to order laboratory testing services from one or more Contractor as is necessary to meet the needs of the City.

- 4.2. **Taxes.** Contractor shall be solely legally responsible for any and all tax obligations, which may result out of Contractor's performance of this Agreement. City shall have no legal obligation to pay any amounts for taxes, of any type, incurred by Contractor. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- 4.3. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice. Any quantities shown are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by City. City reserves the right to increase or decrease the quantities actually required.
- 4.4. **IRS W9 Form.** In order to receive payment Contractor shall have a current I.R.S. W9 Form on file with City, unless not required by law.
- 4.5. **Price Adjustment in Extension Terms.** All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.
- 4.6. **Price Reduction.** Contractor shall offer City a price reduction for its services concurrent with a published price reduction made to other customers.
5. **TERM:** The term of the Agreement is one year, commencing on May 1, 2019 and terminating on April 30, 2020 unless sooner terminated in accordance with the provisions herein. City reserves the right, at its sole discretion, to extend the Agreement for up to four additional terms of one year each.
6. **USE OF THIS AGREEMENT:** The Agreement is for the sole convenience of the City of Chandler. City reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by Contractor.
- 6.1. **Cooperative Use of Agreement.** In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five (5) times during a month, Contractor shall submit a full set of fingerprints to the school of each person or employee who may provide such service. The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-Contractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

- 6.2 Emergency Purchases:** City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.
- 6.3 Non-Exclusive Agreement:** This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.
- 6.4 Exclusive Possession:** All services, information, computer program elements, reports and other deliverables created under this Agreement are the sole property of the City of Chandler and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

7. CITY'S CONTRACTUAL REMEDIES:

- 7.1. Right to Assurance.** If the City in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Agreement, the Agreement Administrator may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Agreement in addition to any other rights and remedies provided by law or this Agreement.
- 7.2. Stop Work Order.** The City may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Agreement for period(s) of days indicated by the City after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 7.3.** If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Agreement Administrator shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.
- 7.4. Non-exclusive Remedies.** The rights and the remedies of the City under this Agreement are not exclusive.
- 7.5. Nonconforming Tender.** Services and materials supplied under this Agreement shall fully comply with Agreement requirements and specifications. Services or materials that do not fully comply constitute a breach of agreement.
- 7.6. Right of Offset.** The City shall be entitled to offset against any sums due Contractor, any expenses or costs incurred by the City, or damages assessed by the City concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses to complete the work and other costs and damages incurred by City.

8. TERMINATION:

- 8.1.1 Termination for Convenience:** City reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Contractor shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the Contractor and City, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director or designee shall determine the percentage of work performed under each task detailed in the Scope of Work and the Contractor's compensation shall be based upon such determination and Contractor's fee schedule included herein.

8.1.2 Termination for Cause: City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:

- 1) If Contractor fails to perform pursuant to the terms of this Agreement
- 2) If Contractor is adjudged a bankrupt or insolvent;
- 3) If Contractor makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for Contractor or for any of Contractor's property;
- 5) If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

Where Agreement has been so terminated by City, the termination shall not affect any rights of City against Contractor then existing or which may thereafter accrue.

- 8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, City may cancel this Agreement after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is or becomes at any time while this Agreement or an extension of this Agreement is in effect, an employee of or a consultant to any other party to this Agreement. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. Gratuities.** City may, by written notice, terminate this Agreement, in whole or in part, if City determines that employment or a Gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of City for the purpose of influencing the outcome of the procurement or securing this Agreement, an amendment to this Agreement, or favorable treatment concerning this Agreement, including the making of any determination or decision about agreement performance. The City, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by Contractor.
- 8.5. Suspension or Debarment.** City may, by written notice to the Contractor, immediately terminate this Agreement if City determines that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of an agreement shall attest that the Contractor is not currently suspended or debarred. If Contractor becomes suspended or debarred, Contractor shall immediately notify City.
- 8.6. Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.
- 8.7. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this Agreement beyond the current fiscal year. No legal liability on the part of the City for services may arise under this Agreement beyond the current fiscal year until funds are made available for performance of this Agreement. The City may reduce services or terminate this Agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 9. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of

war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

10. DISPUTE RESOLUTION:

10.1. Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

10.2. Jurisdiction and Venue. The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

10.3. Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees.

11. INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Contract/Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Contract/Agreement, including but not limited to, any injury or damages claimed by any of Contractor's and subcontractor's employees.

12. INSURANCE

12.1. General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives,

employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

12.2. Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent Contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.
- D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and the Contractor, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

12.3. Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or

eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.
2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

A. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor;

Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

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

13. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the City
Agreement Administrator: City of Chandler

Contact:	Purchasing
Mailing Address:	PO Box 4008 MS 901
Physical Address:	175 S. Arizona Avenue
City, State, Zip	Chandler, AZ 85225
Phone:	480-782-2400
FAX:	48-782-2410

In the case of the Contractor
Firm Name: Legend Technical
Services of Arizona,
Inc.

Contact:	Marci Payne
Address:	17631 N. 25 th Avenue
City, State, Zip	Phoenix, AZ 85023
Phone:	602-324-6100
FAX:	602-324-6101
	mpayne@legend- group.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. CONFLICT OF INTEREST:

- 14.1. **No Kickback.** Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in Contractor's proposal to the City.
- 14.2. **Kickback Termination.** City may cancel any agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City 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 to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from City is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3. **No Conflict:** Contractor stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. GENERAL TERMS:

- 15.1. **Ownership.** All deliverables and/or other products of the Agreement (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by Contractor in performance of the Agreement) shall be the sole, absolute and exclusive

property of City, free from any claim or retention of right on the part of Contractor, its agents, sub-Contractors, officers or employees.

- 15.2. Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 15.3. Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the City.
- 15.4. Amendments.** The Agreement may be modified only through a written Agreement Amendment executed by authorized persons for both parties. Changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the Contractor are violations of the Agreement. Any such changes, including unauthorized written Agreement Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Agreement based on such changes.
- 15.5. Independent Contractor.** The Contractor under this Agreement is an independent Contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party to the Agreement.
- 15.6. No Parole Evidence.** This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 15.7. 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 has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this 13th
day of May, 2019.

FOR THE City OF CHANDLER

Kevin Harbo
Mayor

FOR THE Contractor

By: Kim [Signature]
Signature

ATTEST:

Dana R. DeKey
City Clerk

SEAL

ATTEST: If Corporation

Cheryl [Signature]
Secretary

Approved as to form:

Amel L. [Signature]
City Attorney



EXHIBIT A SCOPE OF WORK

BACKGROUND

The City of Chandler is seeking to establish contracts with qualified, licensed environmental laboratories to provide analytical testing of water, wastewater, solid waste, hazardous waste, petroleum waste, waste oil/fuels and environmental samples as necessary.

SCOPE OF WORK

In order to conduct environmental testing and analysis as requested by City for purposes of compliance with the National Pollutant Discharge Elimination System, Safe Drinking Water Act, Clean Water Act, Clean Air Act, Resource Conservation and Recovery Act, Hazardous Waste, State Aquifer Protection Permits, Reuse Permits, Industrial Pretreatment Program, Toxic Substances Control Act (TSCA), special projects and for EPA compliance with participation in Unregulated Contaminant Monitoring Rule, Contractor shall provide the following services as specified below:

1. Sample Containers

Contractor shall provide all the necessary new or certified-clean sample bottles and sample labels as required to perform field sampling. Contractor shall add reagent grade preservatives to the appropriate sampling container prior to field sampling. Contractor shall pre-label sample containers identifying the analyses types requested and preservatives used. The sample label information provided by City shall correspond to information contained in the chain of custody forms and shall include: Contractor name, the analyses requested, the sample ID number, the date and time the sample was taken, the location of field sampling, and the name or initials of the sampler. Contractor shall supply any necessary trip blanks. Contractor shall subject all supply bottles and/or containers to a Quality Assurance and Quality Control program and shall conduct a testing program on sample bottles and/or containers.

2. Chain of Custody

Contractor shall provide chain of custody forms and chain of custody seals for bottles and coolers and one chain of custody form shall accompany each sample set. Contractor shall include a copy of the completed chain of custody for each sample set at the end of each individual analyses report. Contractor and any and all City approved subcontractors shall utilize standard U.S. EPA chain of custody procedures, as documented in National Enforcement Investigations Center Policies and Procedures Manual, as revised in May, 1986, and amendments thereto, and the National Enforcement Investigations Center Manual for the Evidence Audit, published in September, 1981, and amendments thereto.

3. Transportation

Contractor shall provide for delivery of sample sets and pickup of field samples to and from City. Contractor shall pick up field samples as needed, but generally between 7:00 a.m. and 5:00 p.m., Monday through Friday. The Contractor shall pick up most samples within six (6) hours of City's request. Contractor shall pick up fecal coliform samples within two (2) hours of City's request. Contractor shall deliver sample bottles no later than forty-eight (48) hours after City's request. Contractor shall provide all necessary shipping containers.

4. Sample Control

Contractor shall report any sample or trip blank received in unacceptable condition, or rendered unacceptable for analyses to the City Contract Administrator or their designee within forty-eight (48) hours of loss of sample.

City reserves the right to recover cost of re-sampling due to Contractor error or failure to maintain sample integrity. Re-sampling required due to error or failure to maintain sample integrity at the laboratory shall be billed to Contractor at the City's cost plus \$100. Trip blanks rendered unacceptable while in the possession of the laboratory shall result in a fifty percent (50%) reduction in the analysis fee for the accompanying field samples.

5. Laboratory Services and Analytical Requirements

Contractor shall use current and future Federal and Arizona Department of Health Services approved test methods for all analyses. Contractor shall meet detection limits required by Local, State, and Federal regulations.

Contractor shall conduct all quality control tests and checks for precision, accuracy and control of method on a ten percent (10%) basis, or as specified by method, or per batch if less than ten (10) samples are submitted. Contractor shall provide as part of the quality control all QC data results as a Level 2 report.

Contractor shall communicate a full description of any anticipated or realized problem areas to the City's Contract Administrator or designee prior to analysis of any sample so that appropriate corrective action can be coordinated. Contractor shall immediately communicate, via telephone or e-mail, analytical or sample problems encountered subsequent to the analysis of any sample to the City's Contract Administrator or designee, followed by written communication with the sample results. Contractor shall immediately communicate, via telephone or e-mail, results indicating exceedance of SDWA MCL's and/or triggers and/or Permits limits to the City Contract Administrator or designee, followed by written communication with the sample results. Contractor shall designate all verbal and written notification about results that are not final as "preliminary" and document QA/QC issues as appropriate. Samples analyzed outside of the specified QA/QC without prior consent by City shall not be invoiced and paid under this Agreement. City reserves the right to recover cost of re-sampling. Re-sampling will be billed to Contractor at the City's cost plus \$100.

6. Holding Times

The Contractor shall notify the City Contract Administrator or designee immediately on discovery that holding time(s) have been exceeded so that re-sampling can take place. The City will make a decision on analysis of such samples upon notification. City reserves the right to recover cost of resampling due to Contractor failing to meet sample holding times, provided that Contractor has had possession of the sample for at least 50% of the sample holding time. The exception to this would be in the case of coliform samples where Contractor will only be liable if Contractor was not notified of sample pick up within two hours of the time of the sampling. Re-sampling will be billed to Contractor at the City's cost plus \$100.

7. Written Reporting of Analysis Results

Contractor shall submit typewritten final reports for all sample results except Air sample results to the City Contract Administrator or their designee within twenty (20) calendar days of Contractor's receipt of each sample for in-house analyses performed at Legend Technical Services – AZ laboratory; and within thirty (30) calendar days of subcontractor's (SOC's and Radiochemicals) receipt of each sample.

Contractor shall submit typewritten final reports for air sample results to the City Contract Administrator or their designee within five (5) calendar days of Contractor's receipt of each sample.

At times rush analysis of three (3) days and twenty-four (24) hours will be required. Contractor shall submit typewritten final reports for any rush results to the City Contract Administrator or their designee within two (2) working days of due date of the rush results. Rush samples require laboratory approval prior to sample submittal.

Contractor shall report all quality control tests and checks used to prepare each sample, including all reporting levels, method references, date of sample receipt, date of analysis, dilutions, duplicates and matrix spike results, blank spike results, reagent blank and trip blank results for each applicable constitute requested.

Contractor shall insure that all subcontracted results are easily cross-referenced to samples submitted to Contractor and at a minimum, shall include the following:

- a. Cover letter, including a listing of any subcontractors used and any problems encountered during

sample analysis.

- b. Analysis results including all QA/QC, compounds analyzed, method reporting levels, date of extraction, date of analysis, analyst, and analysis method.
- c. Original subcontractor analysis results including all QA/QC, compounds analyzed, method detection limits, and analysis method.
- d. Chain of custody as submitted, plus subcontractor's chain of custody, if applicable.
- e. Data from analyses of samples collected for compliance with the Safe Drinking Water Act and under the applicable Arizona Department of Environmental Quality (ADEQ) Drinking Water rules shall be submitted on the appropriate ADEQ forms (these forms shall be completed in full) in addition to Contractor's standard reporting form or contractor can utilize CMDP (Compliance Monitoring Data Portal).

Contractor shall be responsible for a written communication of any miscalculation or error in analytical results to the City Contract Administrator or their designee. Contractor shall reissue, at their own expense, corrected hard copies and computer electronic copies as necessary. Contractor shall label all reissued reports "revised" and include an explanation of the revision in the cover letter. These errors include, but are not limited to; operator error, equipment malfunction, exceeding holding time, out of control results or any other quality control exception, and laboratory contamination in ambient air, glassware, standards, reagents, or equipment that could impact the quality or validity of the analytical results. City reserves the right to recover the cost of re-sampling due to Contractor miscalculation or error in the analytical results. Re-sampling will be billed to Contractor at the City's cost plus \$100.

City reserves the right to enforce penalties for late sample results. An eight percent (8%) penalty for the first day and a five percent (5%) penalty each day thereafter per report will be charged to Contractor for each calendar day that delivery of the written report(s) and/or electronic data exceed the above specified delivery times. Contractor shall be liable for penalties for all late analyses, including subcontracted analyses. Fines or penalties levied against City by the State or Federal government due to late submittal of analysis results due to Contractor exceeding the above specified delivery times, shall be paid by Contractor.

8. Electronic Transfer of Reporting Results

Contractor and all subcontractors shall issue electronically, laboratory results to City with the hard copy reports. The submittal of electronic data is not intended to be a substitute for the requirement of hard copy reports.

Contractor shall supply the electronic data in a format compatible with existing City software as desired by City.

Contractor shall be responsible for verification that electronic data is not duplicated. Contractor shall maintain an electronic or a hard copy list of sample reports issued for review by City. This list shall include the City Chain of Custody ID Number (Chandler ID), the laboratory accession number (Accession ID), and the date sample data was issued. Should duplicate data be received, the cost to remove the duplicated data will be calculated using the applicable charge out rate. Any charge for this duplicate removal will be used as a credit toward the laboratory invoices issued by the Contractor at the City's cost plus \$100.

9. Contractor Capability and Capacity

During the term of this Contract, Contractor shall maintain the necessary capability and capacity to provide the specified laboratory services within the required turnaround times. Contractor and any subcontractors shall provide access for City and State personnel and their authorized representatives to audit the lab to assure the accuracy and precision of laboratory results related to the work performed.

10. State of Arizona Certification/Environmental Protection Agency Approvals

Contractor and all subcontractors must be licensed by the State of Arizona, Arizona Department of Health Services (ADHS), Office of Lab Licensure or Environmental Protection Agency (EPA), for all requested analyses for the duration of the Contract. Contractor shall meet the laboratory licensure requirements as stipulated in the Arizona Revised Statute Chapter 4.3, Article One, Section 36-495 et. Reg. or EPA.

Contractor shall provide to City notification of any change of license status, censure, fine, revocation, or any investigation by any certification agency, especially the ADHS or EPA, within 24 hours of notification.

11. EPA/ADHS Quality Assurance/Quality Control

Contractor and all subcontractors must demonstrate continuing satisfactory performance by proficiency testing. [Formerly water pollution (WP) and water supply (WS) check samples.]

12. Proficiency Samples

City may submit proficiency samples (blind, double blind, or otherwise) to the Contractor as part of the regular sampling and QC procedures.

Contractor shall submit a QA/QC report on deficiencies and corrections associated with the proficiency samples on an individual sampling period basis.

Contractor may be required to analyze a second set of proficiency samples at their cost should they fail to analyze the initial set within acceptable QA/QC limits.

Failure of the Contractor to analyze and report results within acceptable QA/QC limits can result in cancellation of this contract.

13. Disposal

Contractor shall comply with all Federal, State, and local regulations for disposal of samples and associated laboratory hazardous waste.

**EXHIBIT B
FEE SCHEDULE**

(If an analyte can be tested by more than one method, include in the price list separate line items showing the price and reporting limit. For example: Metals can be analyzed by 200.7, 200.8, and 200.9; Uranium can be analyzed by 200.8 and radiochemistry methods.)

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
A.	DRINKING WATER			
1.	Microbiology			
	Total coliform and E.Coli by Colilert	12.00	SM9223 B	Legend-AZ
	Total Coliform and E.Coli by Colisure	no bid	no bid	no bid
	Presence-Absence	no bid	no bid	no bid
	Heterotrophic Plate Count	20.00	SM 9215 B	Legend-AZ
	Escherichia Coli	25.00	SM 9221 F	Legend-AZ
	Fecal coliform	25.00	SM 9221 E	Legend-AZ
Note 1	Viruses	425.00	SM 9510	Legend-AZ
Note 2	Giardia and Cryptosporidium	375.00	SM 9711 B/C	Legend-AZ
2.	Inorganic Chemical and Physical Characteristics			
	Alkalinity	12.00	SM 2320 B	Legend-AZ
	Asbestos	115.00	EPA100.1	Fiberquant
	Bromate	120.00	EPA 300.1	EEA-South Bend
	Bromide	30.00	EPA 300.0	EEA-South Bend
	Chloride	13.00	EPA 300.0	Legend-AZ
	Chlorine	10.00	HACH 8167	Legend-AZ
	Chlorine Dioxide	30.00	SM 4500 CL-G	EEA-South Bend
	Chlorite	35.00	EPA 300.0	EEA-South Bend
	Color	36.00	SM 2120 B	Legend-AZ
	Corrosivity	40.00	calculation	Legend-AZ
	Cyanide	40.00	SM 4500 CN E	Legend-AZ
	Cyanide, Amenable	40.00	SM 4500 CN G	Legend-AZ
	Fluoride	13.00	EPA 300.0/SM 4500 F C	Legend-AZ
	Hardness	16.00	EPA 200.7 calculation	Legend-AZ
	Hexavalent Chromium	180.00	EPA 218.7 (low level - DW only)	EEA -South Bend
	Methylene Blue Active Substances	no bid	no bid	no bid
	Nitrate	13.00	EPA 300.0/SM 4500 NO3 F calculation	Legend-AZ
	Nitrite	13.00	EPA 300.0/SM 4500 NO2 B	Legend-AZ
	Ortho-Phosphate	13.00	EPA 300.0/SM 4500 P F	Legend-AZ
	Ozone	no bid	no bid	no bid

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
	Perchlorate	115.00	EPA 314.0	EEA-South Bend
	pH	8.00	SM 4500 HB	Legend-AZ
	TDS	12.00	SM 2540 C	Legend-AZ
	Specific Conductance	10.00	SM 2510 B	Legend-AZ
	Sulfate	13.00	EPA 300.0	Legend-AZ
	TOC	40.00	SM 5310 C	Legend-AZ
	Turbidity	10.00	EPA180.1	Legend-AZ
	UV254	50.00	SM 5910 B	Legend-AZ
3.	Metals			
Note 3	Metals (ICP) (price per metal)	8.00	EPA 200.7	Legend-AZ
Note 3	Metals (ICP-MS) (price per metal)	12.00	EPA 200.8	Legend-AZ
	Mercury	28.00	EPA 245.1	Legend-AZ
4.	Organic Chemicals			
Note 4	Total Trihalomethanes	60.00	524.2	Legend-AZ
	Volatile Organics	120.00	524.2	Legend-AZ
	Semivolatile Organics	285.00	525	EEA-South Bend
	Pesticides and PCBs	100.00	505	Legend-MN
	EDB/ DBCP	65.00	504	EEA-South Bend
	Carbamates	120.00	531	Legend-AZ
	Dioxins only	300.00	1613	Pace Analytical
	Glyphosate	120.00	547	Legend-AZ
	Endothall	120.00	548	EEA-South Bend
	Diquat and Paraquat	120.00	549	EEA-South Bend
	HAAs	115.00	557	Legend-AZ
	Chlorinated Acids	165.00	515	EEA-South Bend
5.	Radiochemistry			
	Gross Alpha	45.00	EPA 600/00-02	Radiation Safety
	Gross Beta	30.00	EPA 900.0	Radiation Safety
	Radium 226	80.00	Gamma Ray HPGE (226)	Radiation Safety
	Radium 228	110.00	Gamma Ray HPGE (228)	Radiation Safety
	Total Radium	190.00	7500-RA (combined)	Radiation Safety
	Cesium	175.00	Cesium-134	Radiation Safety
	Iodine	175.00	Iodine-131	Radiation Safety
	Strontium	154.00	SR-04	Radiation Safety
	Tritium	85.00	EPA 906.0	Radiation Safety
	Uranium	110.00/12.00	D6239/200.8	Radiation Safety/Legend-AZ
	Gamma Emitting Isotopes	160.00	D6239	Radiation Safety
6.	Biological			

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
	Microscopic Particulate Analysis	300.00	EPA 910/9-92-02	Legend-AZ
7.	Other Drinking Water Methods			
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, a-Phosphate, Sulfate) (Per ion price and group price)	13.00 per ion 80.00 group price	EPA 300.0	Legend-AZ
	Radon 222	70.00	EPA 7500 Rn	Radiation Safety

B.	WASTEWATER			
1.	Microbiology			
	Fecal coliform			
	Multiple Tube Fermentation	25.00	SM 9221 E	Legend-AZ
	-Multi well	25.00	SM 9223 B	Legend-AZ
	Total Coliform			
	Multi Tube Fermentation	25.00	SM 9221 B	Legend-AZ
	- Multi Well	25.00	SM 9223 B	Legend-AZ
	Fecal Streptococcus			
	Multi Tube Fermentation	28.00	SM 9222 B	Legend-AZ
	- Multi Well	40.00	SM 9230 B	
Note 5	Viruses	425.00	SM 9510	Legend-AZ
Note 6	Giardia and Cryptosporidium	375.00	SM 9711 B	Legend-AZ
	Ascaris lumbricoides	no bid	no bid	no bid
	Common tapeworm	no bid	no bid	no bid
	Entamoeba histolytica	no bid	no bid	no bid
2.	Inorganic Chemicals, Nutrients and Demand			
	Acidity	no bid	no bid	no bid
	Alkalinity	12.00	SM 2320 B	Legend-AZ
	Ammonia	20.00	EPA 350.1	Legend-AZ
	BOD	32.00	SM 5210 B	Legend-AZ
	Bromide	13.00	EPA 300.0	Legend-AZ
	COD	28.00	EPA 410.4	Legend-AZ
	Chloride	13.00	EPA 300.0	Legend-AZ
	Chlorine	10.00	HACH 8167	Legend-AZ
	Chromium Hexavalent	32.00	SM 3500 Cr B	Legend-AZ
	Color	36.00	SM 2120 B	Legend-AZ
	Cyanide (amenable)	40.00	SM 4500 CN G	Legend-AZ
	Cyanide (available)	40.00	EPA 9014	Legend-AZ
	Cyanide (total)	40.00	SM 4500 CN E	Legend-AZ
	Fluoride	13.00	SM 4500 FC	Legend-AZ
	Hardness	16.00	200.7 calculation	Legend-AZ
	TKN	30.00	EPA 351.2	Legend-AZ
	MBAS	165.00	SM 5540	Page National (fka ESC)

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
	Nitrate	13.00	EPA 300.0/SM 4500 NO3 F calculation	Legend-AZ
	Nitrite	13.00	EPA 300.0/SM 4500 NO2 B	Legend-AZ
	Oil and Grease	80.00	EPA 1664 B	Legend-AZ
	TOC	40.00	SM 5310 C	Legend-AZ
	Ortho-Phosphate	13.00	EPA 300.0	Legend-AZ
	Oxygen, dissolved	15.00	SM 4500 O G	Legend-AZ
	pH	8.00	SM 4500 H B	Legend-AZ
	Phenols	110.00	EPA 420.1	Turner
	Phosphorus (total)	24.00	EPA 365.3	Legend-AZ
	Residue (total)	12.00	SM 2540 B	Legend-AZ
	TDS	12.00	SM 2540 C	Legend-AZ
	TSS	12.00	SM 2540 D	Legend-AZ
	Settleable Solids	no bid	no bid	no bid
	Residue, Volatile (total)	32.00	EPA 106.4	Legend-AZ
	Silica	8.00	EPA 200.7	Legend-AZ
	Sodium Azide	no bid	no bid	no bid
	Specific Conductance	10.00	SM 2510 B	Legend-AZ
	Sulfate	13.00	EPA 300.0	Legend-AZ
	Dissolved Sulfide	32.00	HACH 8131	Legend-AZ
	Sulfide	28.00	HACH 8131	Legend-AZ
	Dissolved Sulfite	165.00	EPA 377.1	Pace National (fka ESC)
	Sulfite	165.00	EPA 377.1	Pace National (fka ESC)
	Turbidity	10.00	EPA 180.1	Legend-AZ
3.	Metals			
	Metals (ICP)	8.00	EPA 200.7	Legend-AZ
	Metals (ICP-MS)	12.00	EPA 200.8	Legend-AZ
	Mercury	28.00	EPA 245.1	Legend-AZ
4.	Bioassay			
	Toxicity	no bid	no bid	no bid
5. ^{Note 7}	Organic Chemical			
	Volatile organics GC/MS (624) (Per group price)	120.00	EPA 624	Legend-AZ
	Volatile organics GC/MS (8260) (Per group price)	120.00	EPA 8260	Legend-AZ
	Acrolein, Acrylonitrile and 2 CEVE	90.00	EPA624	Legend-AZ
	Semivolatile (8270)	285.00	EPA 8270 C	Legend-MN
	Phenols	147.00	EPA625	Legend-MN
	Benzidines	160.00	EPA 625	Legend-MN
	Phthalate Esters	160.00	EPA 625	Legend-MN
	Nitrosamines	160.00	EPA 625	Legend-MN
	Organochlorine Pesticides and PCBs (608)	130.00	EPA 608	Legend-MN
	Nitroaromatics and Isophorone	160.00	EPA625	Legend-MN

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
	PAH	160.00	EPA 625	Legend-MN
	Haloethers	160.00	EPA 625	Legend-MN
	Chlorinated Hydrocarbons	120.00	EPA 8260	Legend-AZ
	2,3,7,8,TCDD (Dioxin)	372.00	EPA 1613	Pace
	625 Dioxin Screen	no bid	no bid	no bid
	Tetra through Octa Chlorinated Dioxins and Furans	690.00	EPA 1613	Pace
	Triazine Pesticides	130.00	EPA 608 (Mod)	Legend-MN
	Base/Neutral and Acids (625 or 1625)	285.00	EPA 625	Legend-MN
	Carbamates and Urea Pesticides	140.00	EPA 531 (Mod)	Legend-AZ
	TPH	BO.DO	EPA 1664 A	Legend-AZ
	Ethylene Glycol	95.00	EPA 8015 (Mod)	Legend-MN
	Organophosphorus Pesticides	185.00	EPA 8081	Legend-MN
6.	Radio Chemistry			
	Gross Alpha	45.00	EPA 600/00-02	Radiation Safety
	Gross Beta	30.00	EPA 900.0	Radiation Safety
	Total Radium	190.00	7500-RA (combined)	Radiation Safety
	Radium 226	80.00	Gamma Ray HPGE (226)	Radiation Safety
7.	Other Wastewater Tests			
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate, Sulfate)	13.00 per ion	EPA 300.0	Legend-AZ
	1657	190.00	EPA 1657	Pace National (fka ESC)
	PCB's only	120.00	EPA 608	Legend-MN
Note 8	TMAH/TMACI	300.00	IC	ALS Environmental

C.	Note 9	HAZARDOUS WASTE		
1.	Microbiology			
	Total Coliforms			
	Multiple Tube Fermentation	68.00	SM 9221 B	Legend-AZ
	Multi Well	no bid	no bid	no bid
2.	Hazardous Waste Characteristics			
	Corrosivity			
	PH determination	10.00	EPA 9045 D	Legend-AZ
	Ianitability	30.00	EPA 1010 A	Legend-AZ
	Reactivity	no bid	no bid	no bid
3.	Note 10	Sample Extraction Procedures		
	TCLP 1311	80.00	EPA 1311	Legend-AZ
	1311 ZHE	120.00	EPA 1311	Legend-AZ
	SPLP 1312	no bid	no bid	no bid
	SPLP ZHE	no bid	no bid	no bid

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
	Specific conductance	10.00	EPA 9050 A	Legend-AZ
4. ^{Note 11}	Sample Prep for Metals	20.00	EPA 3010A/3050B (solids)	Legend-AZ
5.	Inorganic Chemical			
	Metals (ICP)	8.00	EPA 6010 B	Legend-AZ
	Metals (ICP-MS)	no bid	no bid	no bid
	Chromium Hexavalent	no bid	no bid	no bid
	Mercury	28.00	EPA 7470A/7471A	Legend-AZ
6.	Sample Preparation and Extraction	See section 3. & 4. (above)		
7.	Sample Cleanup	no bid	no bid	no bid
8.	Organic Chemicals (includes extraction)			
	EDB and DBCP (included in 8260B standard list)	160.00	EPA 8260 B	Legend-AZ
	Nonhaloanated Volatile Organics	160.00	EPA 8260 B	Legend-AZ
	Volatile Organics	160.00	EPA 8260 B	Legend-AZ
	Organochlorine Pesticides	160.00	EPA8081 A	Legend-MN
	PCB's	120.00	EPA 8082	Legend-MN
	PCB's in oil	120.00	EPA 8082 or 8270 SIM	Legend-MN
	PAH	165.00	EPA 8270	Legend-MN
	Semivolatile	300.00	EPA 8270 C	Legend-MN
9.	Miscellaneous			
	Cyanide	40.00	EPA 9014	Legend-AZ
	TOX	165.00	EPA 9020 B	Pace National (fka ESC)
	Sulfides	no bid	no bid	no bid
	Sulfate	no bid	no bid	no bid
	pH	10.00	EPA 9045 D	Legend-AZ
	Specific Conductance	10.00	EPA 9050 A	Legend -AZ
	TOC	no bid	no bid	no bid
	Phenolics	no bid	no bid	no bid
	Oil and Grease	no bid	no bid	no bid
	Nitrate	no bid	no bid	no bid
	Nitrite	no bid	no bid	no bid
	Chloride	no bid	no bid	no bid
	Bromide	no bid	no bid	no bid
	Fluoride	no bid	no bid	no bid
	Paint filter	12.00	EPA 9095 A	Legend-AZ
	Ortho Phosphate	no bid	no bid	no bid
10.	Asbestos			
	Fiber Countino	no bid	no bid	no bid
	Bulk Asbestos	30.00	EPA 9002	Legend-MN
11.	Radiochemical			
	Gross Aloha and Beta	no bid	no bid	no bid

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
	Aloha-Emitting Radium Isotopes	no bid	no bid	no bid
	Radium-228	no bid	no bid	no bid
12.	Other			
	Ion Chromatography (Chloride, Nitrate, Nitrite, a-Phosphate, Sulfate)	no bid	no bid	no bid

D.	AIR AND STACK PARAMETERS			
	Volatiles (includes TCE, PCE, 1,1- DCE, 1,11-TCA and Chloroform)	no bid	Normal 5 day TAT	no bid
			3 day Rush	
			24 hour Rush	

E.	MISCELLANEOUS			
	Algae Identification	180.00	Microscopy	Aquatic
	Flash Point	30.00	EPA 1010 A	Legend-AZ
	MIB/Geosmin	375.00	GC/MS	EEA-South Bend
	NDMA	no bid	no bid	no bid
	Endocrine disruptors	390.00	L200	EEA-South Bend
	Other, please list below:			
	Bacterial Identification	75.00/hr	Microscopy	Legend-AZ
	Iron Bacteria	75.00	SM 9240 B	Legend-AZ*
	Legionella pneumophila	95.00	SM 9260 J	Legend-AZ
	Sulfate Reducing Bacteria	75.00	SM 9240 D	Legend-AZ*
	Cultured fungi (count and ID)	45.00	Microscopy	Legend-AZ
	8151 Herbicides	210.00	EPA 8151	Pace National (fka ESC)
	8141 Pesticides	210.00	EPA 8141	Pace National (fka ESC)
	Low Level Mercury	100.00**	EPA 1631 E	Legend-AZ

*Please provide a 48 hour advance notice to the laboratory for submission of Iron Bacteria and Sulfate Reducing Bacteria.

**Low Level Mercury Field Blanks are charged as regular samples.

Surcharge for Priority Plus Analysis (<24 hours) 200%

Surcharge for Priority Analysis (24 hours) 100%

Surcharge for Priority Analysis (48 hours) 75%

Surcharge for Priority Analysis (72 hours) 50%

Surcharge for Priority Analysis (72 hours - 5 day) 25%

Surcharge for Priority Analysis (5 day - 7 day) 15%

Discount off list price for services not referenced on price sheets 20% (only for in-house analyses)

NOTES:

Note 1: For Non-compliance samples only, licensed only for wastewater matrix. \$100/3 days for virus sampling equipment rental, if needed.

Note 2: \$400 set up charge if media is not on hand, then \$375 per sample for Giardia and/or Cryptosporidium. Non-compliance only.

Note 3: Digestion is required for DW samples with turbidity >1 NTU. Please expect at least one additional day to be added to the turnaround time for the digestion process.

Note 4: Per ADHS information update #99 (section 1.D.), issued March 21, 2008, "Field blank analysis is not required when reporting positive results for trihalomethanes using methods 502.2 or 524.2". EPA method 524.2 defines Field Reagent Blank (FRB) as: "—An aliquot of reagent water or other blank matrix that is placed in a sample container in the laboratory and treated as a sample in all respects, including shipment to the sampling site, exposure to sampling site conditions, storage, preservation, and all analytical procedures. The purpose of the FRB is to determine if method analytes or other interferences are present in the field environment." This method definition coincides with EPA's definition of a traditional Travel/Trip Blank and not the definition of a traditional Field Blank, where the sample container is taken into the field site and exposed to the atmosphere for a period of time. The terms 'Travel Blank' or 'Trip Blank' are not mentioned in the method. Therefore, an analysis fee will be charged for the analysis of Travel/Trip Blanks when only trihalomethanes are being reported.

Note 5: \$100/3 days for virus sampling equipment rental, if needed.

Note 6: \$400 set up charge if media is not on hand, then \$375 per sample for Giardia and/or Cryptosporidium. Non-compliance only.

Note 7: Legend is capable of achieving APP permit required reporting limits using waste water methods. Drinking water methods can be used in lieu of wastewater methods per ADEQ, and as requested by the client, (i.e.: 524 non-drinking water, 525 non-drinking water), however, Legend recommends using the appropriate methods for non-drinking water samples. Due to sample interferences when using drinking water methods, lower reporting limits are not always possible or guaranteed. Drinking water samples are defined as treated drinking water samples or ground water or surface water samples within the drinking water treatment process. ADHS does not certify drinking water methods such as 524, 531, 547, and 525 for matrices other than drinking water.

Note 8: No AZ licensure available for these compounds, will be T5 qualified.

Note 9: All hazardous waste samples will be returned to client upon completion of reporting.

Note 10: Metals only pricing provided in space. Semi-volatiles, pesticides, herbicide extraction: \$100/sample. Volatile organics: \$120/sample.

Note 11: Digestion require prior to analysis.



City Clerk Document No. 18-2920

City Council Meeting Date: 4/8/21

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
LABORATORY TESTING SERVICES
CITY OF CHANDLER AGREEMENT NO. PW9-962-4035**

THIS AMENDMENT NO. 2 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Legend Technical Services of Arizona, Inc. (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made May 5, 2021 (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for laboratory testing services (Agreement); and

WHEREAS, the term of the Agreement was May 1, 2019 through April 30, 2020, with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for laboratory testing services in an amount not to exceed \$379,000 for the extension term; and

WHEREAS, the Parties wish to exercise the second option through this Amendment No. 2 to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Section 4, Price is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Exhibit B of the original Agreement, which is incorporated into and made a part of this Amendment No. 2 by this reference. Total payments made to the Contractor during the term of this Amendment No. 2 will not exceed \$379,000.

3. Section 5, Term is amended to read as follows: The Agreement is extended for a one-year period May 1, 2021 through April 30, 2022.
4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 2 and the Agreement, the terms and conditions in this Amendment No. 2 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: *Kevin Harbo*

Its: Mayor

FOR THE CONTRACTOR

By: *Marc Payne*

Its: Sales and Marketing Manager

APPROVED AS TO FORM:

By: *Daniel L Brown for*
City Attorney *WMB*

ATTEST:

By: *Dana R. D'Long*
City Clerk



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

MEETING DATE: 10/05/21	AGENDA ITEM: 6.C. Sundance Water Reclamation Facility SBR 1 and 2 Rehabilitation
DATE PREPARED: 09/30/21	DISTRICT NO.: 5
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. 12 to the On-Call Consulting for Engineering and Contractual Services Contract (No. 2016-020-001) between the City of Buckeye, an Arizona municipal corporation, and Wood Environmental and Infrastructure Solutions, Inc., an Arizona corporation, to provide limited construction and post-construction services for Sundance Water Reclamation Facility Sequencing Batch Reactor 1 and 2 rehabilitation; 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:

As part of the Capital Improvement Program the Water Department has requested the Construction and Contracting Division issue Task Order No. 12 to Wood Environmental and Infrastructure Solutions, Inc. to provide engineering construction services associated with the Sundance Water Reclamation Facility Sequencing Batch Reactor (SBR) 1 and 2 Rehabilitation Project. The design has been completed and the City is preparing for construction. This Scope of Services provide limited construction and post-construction engineering services during the rehabilitation of SBR 1 and 2. Wood Environmental is has an On-Call Contract with the City.

BENEFITS:

Rehabilitation of SBR 1 and 2 is necessary to keep up with the growth in Buckeye.

FUTURE ACTION:

None.

FINANCIAL IMPACT STATEMENT:

This Task Order will be paid though a WIFA loan.

CURRENT FISCAL YEAR TOTAL COST:

\$111,110.00

BUDGETED:

Yes

FISCAL YEAR:

2022

FUND/DEPARTMENT:

40011113-543050

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

ATTACHMENTS:

[Wood Environmental Contract No. 2016-020-001 TO12.pdf
Map.pdf](#)

**CITY OF BUCKEYE
ON-CALL CONSULTING FOR
ENGINEERING AND ARCHITECTURAL SERVICES**

**WOOD ENVIRONMENTAL & INFRASTRUCTURE SOLUTIONS, INC.
CONTRACT #2016-020-001
Task Order #12**

In accordance with the Engineering and Architectural Services Contract between the City of Buckeye (the "City") and Wood Environmental and Infrastructure Solutions, Inc. ("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 Engineering and Architectural Services Contract for On-Call Engineering and Architectural Services.

**ARTICLE 1
SCOPE OF SERVICES**

Consultant shall provide limited construction and post-construction engineering service for SBR 1 and 2 at the Sundance Water Reclamation Facility, as further described in Exhibit A.

**ARTICLE 2
SCHEDULE OF COMPLETION OF SERVICES**

The Consultant shall commence work upon issuance of a Notice to Proceed and will be completed in **Two Hundred Eighty-Two (282) calendar days** from Notice to Proceed issued by the City.

**ARTICLE 3
FEE BREAKDOWN**

Total cost to complete the project under this Task Order as identified in Article 1 is a not to exceed amount of **One Hundred Eleven Thousand One Hundred Ten Dollars and Zero Cents (\$111,110.00)**.

This Task Order No. 12 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.

[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:

Wood Environment & Infrastructure Solutions, Inc.

Pascal Hinnen

Pascal Hinnen, PE, Vice President
Mountain Region Manager

EXHIBIT A

August 11, 2021
Wood Proposal No.: PW21-07-01

Kevin Hitchcock
City of Buckeye
530 Monroe Avenue
Buckeye, Arizona 85326

**RE: City of Buckeye Sundance Water Reclamation Facility
Proposal for the SBR 1&2 Rehab Project Construction Services**

Dear Mr. Hitchcock:

Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to present our Scope of Services and Fee Proposal for providing engineering construction services associated with the Sundance Water Reclamation Facility SBR 1&2 Rehab Project. In accordance with previous services for the City of Buckeye, Wood will be providing limited construction services including submittal reviews, RFI responses, site visits if needed, as-built drawings from Contractor supplied redlines, and AOC preparation. An allowance is also included to utilize Wood's construction inspection and laboratory services as needed. Please contact Mr. LeClair at (602) 733-6125 or at timothy.leclair@woodplc.com with any comments or questions.

We look forward to the opportunity to work with the City of Buckeye on this project.

Respectfully submitted,

Wood Environment & Infrastructure Solutions, Inc.



Tim LeClair, PE
Water/Wastewater Senior Project Manager

Reviewed by:



Jerry Bish, PE
Water/Wastewater Practice Lead

G:\Infrastructure\W-WW\02-Proposals & SOQs\2021\PW21-07-01 Buckeye Sundance SBR 1&2 CS\Buckeye Sundance SBR 1&2 CS Proposal V1.docx

Table of Contents

1.0	Project Background.....	1
2.0	Detailed Task Descriptions.....	1
2.1	Task 1 – Project Management	1
2.2	Task 2 – Construction Services	1
	Task 2100 – RFI Responses and Submittal Reviews	2
	Task 2200 – Start-Up Assistance.....	2
	Task 2300 – Site Visits.....	2
	Task 2400 – Special Inspections.....	2
2.3	Task 3 – Post-Construction Engineering Services.....	2
	Task 3100 – Record Drawings.....	2
	Task 3200 – AOC Application.....	3
2.4	Testing and Laboratory Allowance	3
2.5	Other Direct Costs	3
3.0	Schedule	3
4.0	Fee Proposal	3

Attachment A – Fee Table

Attachment B – Materials Testign Fee Table

Attachment C – MCESD ATC Application and Receipt

1.0 Project Background

The City of Buckeye (Buckeye) commissioned Wood Environment and Infrastructure Solutions, Inc. (Wood) to provide engineering services to design the rehabilitations and upgrades to SBR 1&2 at the Sundance Water Reclamation Facility (WRF). The design has been completed and Buckeye is preparing for construction. This Scope of Services and Fee Proposal is based on a Time and Material (T&M) contract to provide limited construction and post-construction engineering services in accordance with previous construction engineering services provided to the City of Buckeye. The main services include the following.

- Project Management
- Construction Engineering Services including submittal reviews, RFI responses, site visits, and start-up assistance
- Post-Construction Engineering Services including record drawings preparation and the Maricopa County Approval of Construction (AOC) application preparation and submittal
- Allowance for special construction inspection, testing and laboratory services
- Twelve construction update meetings

2.0 Detailed Task Descriptions

Task descriptions follow the format and numbering of the Wood scope of services.

2.1 Task 1 – Project Management

Wood will provide limited construction services Project Management as it relates to the services of the Wood Project Team.

Task 1100 – Project Management

Wood will keep the City's representative informed as needed via phone and email and will prepare monthly consolidated invoices for submittal to the City.

Twelve construction update meetings are included in this Proposal including a kick-off (pre-construction conference) meeting. The meetings will be held at the plant site. Wood will provide an agenda for each meeting and for the record prepare and distribute meeting summaries after each meeting for review and comment.

2.2 Task 2 – Construction Services

Wood will provide limited construction engineering services for submittal reviews, response to Contractor's Request-for-Information (RFI), start-up assistance, and site visits. Onsite Construction Administration and Inspections are not included. Special inspection services will be provided, as needed.

Task 2100 – RFI Responses and Submittal Reviews

Wood will respond to formal RFI's and assist in resolving issues that may come up during construction. As part of this task Wood will keep detailed records of design clarifications, RFI's, and construction issues to provide post-construction documentation to the City.

Contractor RFI's may include interpretations and clarifications of design intent. The RFI process allows the owner, Engineer and Contractor to communicate the design and contract requirements with minimal cost impacts. Issue resolution will encompass assisting the Contractor and City with unforeseen conditions as they may occur and, if necessary, provide written recommendations for solutions or alternatives. Wood will be responsible for assisting the City and Contractor in the resolution of these issues. This task does not include additional engineering work for Contractor or City-requested changes.

Submittals are required to verify materials and equipment are in compliance with the drawings and specifications. Wood will review the required submittals and mark them Approved, Approved as Noted, or Revise and Resubmit. This task includes up to two reviews of each submittal, if necessary. Additional submittal reviews may result in an additional fee request.

Task 2200 – Start-Up Assistance

For this Task Wood will provide manufacturer coordination for testing, start-up services, and training on the new equipment. Wood will assist in coordination of system tests and start-up with the City staff and assist in troubleshooting issues that may arise.

Task 2300 – Site Visits

Site visits are included in this Proposal to meet with the City and Contractor to discuss any issues that may arise during construction that require an onsite meeting. These site visits can be utilized for general periodic inspection of the construction progress.

Task 2400 – Special Inspections

Wood will provide special inspection services, as needed, during construction. The inspector is expected to be onsite periodically at certain milestone points of the construction and at times possibly on a more regular interval to check on the progress of construction. For this Proposal it is assumed the inspector will be onsite for a total of 200 hours. The special inspector will bill at a \$75 per hour rate while onsite and will include a trip charge of \$150 per trip to account for travel expenses and travel time.

2.3 Task 3 – Post-Construction Engineering Services

Wood will provide post-construction engineering services to assist the City in obtaining an Approval-of-Construction (AOC) from Maricopa County. This task includes providing record construction drawings and assistance with preparation and submission of the AOC application.

Task 3100 – Record Drawings

Wood will prepare record drawings based on redlines provided to Wood by the Contractor and/or City. A disclaimer will be added to the record that Wood prepared the drawings based on information provided to the Engineer by the Construction Contractor and the Engineer does not warrant these drawings to be

complete and accurate in all respects. Wood will complete the record drawings in compliance with the City's requirements. A final walk through is included in the scope of services along with compiling a punch list of items for the Contractor to complete for final approval. A substantial completion walk through is not included. Record drawings will likely require changes to the actual line work in CAD and not only call out the changes.

Task 3200 – AOC Application

Wood will prepare and submit the AOC application. Wood will fill out the application and organize the information needed to submit with the application including record drawings, testing information, and test results. Wood will complete and sign the Engineer's Certificate of Completion needed for the AOC. The City or Contractor will need to provide Wood the required testing results to include in the application. Any fees associated with the AOC will be paid for by the City.

2.4 Testing and Laboratory Allowance

Testing and lab costs will be billed at the unit rates that are attached to the end of this Proposal.

2.5 Other Direct Costs

Other direct costs associated with this Proposal include subconsultants, mileage, and printing. Jensen Engineering, Wood's electrical design Engineer subconsultant will provide construction engineering services including submittal reviews, two site inspections, and record drawing production. Heerup Engineering, Wood's structural design Engineer consultant, will provide construction engineering services including submittal reviews, RFI responses, review of inspection and testing reports, two on site meetings, and record drawing production. Wood has paid the \$3,000 fee required for the Maricopa ATC permit that was not included in the design contract. Reimbursement of this cost is included in this Proposal and a copy of the paid receipt is attached. The 24 trip charges of \$150/hour for the inspections and testing are included also.

3.0 Schedule

Engineering services during construction are projected to start and be completed by the end of the City of Buckeye's 2021/2022 fiscal year (June 30, 2022).

4.0 Fee Proposal

Based on the scope outlined above, Wood proposes to complete the work, including direct costs, for a total Time and Materials costs not to exceed a contract amount of \$111,110.

The fee table in **Attachment A** is provided for informational purposes only and is not intended to be a basis of the contract or billing structure. Team member rate abbreviations include Principal (PRIN), Senior Project Manager (SPM), Senior Engineer (SRE), Staff Engineer (SE), Senior Computer-Aided Designer (SCAD), Special Inspector (SI), and Administrative (ADM). Labor rates are per Category 2 – Water & Wastewater of the Contract for On-Call Consulting for Engineering and Architectural Services (Contract Number 2016-020-001), dated March 7, 2017.

Attachment A

Fee Table

City of Buckeye

Sundance WRF SBR 1&2 Rehab Construction Services

FEE PROPOSAL

PW21-07-01

Task No.	Description	PRIN	SPM	SRE	SE	SCAD	SI	ADM	Total
	RATES								Total
Task 1 - Project Management									
1100	Project Management and Meetings	8	40	24	30			4	106
	TOTAL HOURS AND COSTS	8	40	24	30	0	0	4	106
Task 2 – Construction Services									
2100	RFIs and Submittal Reviews	2	24	40	120				186
2200	Startup Assistance	2	8	16	24				50
2300	Site Visits		24	40	40				104
2400	Special Inspections		24				200		224
	TOTAL HOURS AND COSTS	4	80	96	184	0	200	0	564
Task 3 – Post Construction Services									
3100	As-Builts		2	4		32			38
3200	AOC		1	1	2				4
	TOTAL HOURS AND COSTS	0	3	5	2	32	0	0	42
	TOTAL PROJECT HOURS AND COSTS	12	123	125	216	32	200	4	712
OTHER DIRECT COSTS									
1	Electrical Sub								\$7,500
2	Structural Sub								\$5,000
3	ATC Permit Fee								\$3,000
4	Trip Charges (24trips*\$150/trip)								\$3,600
5	Lab and Inspection Allowance								\$5,000
6	Local Travel and Printing Costs								\$725
	TOTAL OTHER DIRECT COSTS								\$24,825
TOTAL PROJECT COST									
									\$111,110

Attachment B
Materials Testing Fee Table

Construction Materials Testing and Inspection 2020 Fee Schedule



Aggregate Testing

A.	Aggregate Durability Index (ASTM D3744, AASHTO T210).....	\$	210.00/each
B.	Artificial Crushing		200.00/each
C.	Calcium Carbonate Percent by Weight in Aggregates.....		80.00/each
D.	California Bearing Ratio (CBR) with Modified Proctor (ASTM D1883, AASHTO T193)		550.00/each
E.	California Bearing Ratio (CBR) with Standard Proctor (ASTM D1883, AASHTO T193).....		500.00/each
F.	Clay Lumps and Friable Particles (ASTM C142, AASHTO T112).....		125.00/each
G.	Cleanliness Value (CTM 227).....		200.00/each
H.	Crushing Coarse Aggregate for Potential Alkali Reactivity		250.00/each
I.	Flakiness Index of Aggregate (ARIZ 233).....		110.00/each
J.	Flat and Elongated Particles (ASTM D4791)		175.00/each
K.	Fractured Faces (ARIZ 212, FLH507)		95.00/each
L.	Freeze / Thaw of Aggregates (AASHTO T103).....		325.00/each
M.	Hardness of Aggregates (ASTM D1865).....		90.00/each
N.	L.A. Abrasion of Coarse Aggregate (ASTM C535)		250.00/each
O.	L.A. Abrasion of Coarse Aggregate (ASTM C131) (AASHTO T96)		180.00/each
P.	Lightweight Pieces, Coal and Lignite (ASTM C123).....		250.00/each
Q.	Max. Dry Unit Weight and Water Content Range Using Vibrating Hammer (ASTM D7382)		350.00 each
R.	Max. Index Density and Unit Weight of Soils Using a Vibratory Table (ASTM D4253)		250.00 each
S.	Methylene Blue Value of Mineral Aggregate		285.00/each
T.	Min. Index Density and Unit Weight of Soils and Calculation of Relative Density (ASTM D4254)		250.00 each
U.	Organic Content (ASTM D2975, AASHTO T267).....		125.00/each
V.	Organic Impurities in Fine Aggregate (ASTM C40, AASHTO T21).....		145.00/each
W.	Percent Carbonates in Aggregate (ARIZ 238)		110.00/each
X.	Potential Alkali Reactivity of Aggregate (ASTM C289).....		500.00/each
Y.	Sand Equivalent (ASTM D2419, AASHTO T176).....		90.00/each
Z.	Sand Equivalent, ADOT Wash Method (ARIZ 242).....		125.00/each
AA.	Sieve Analysis, Coarse and Fine, Washed (ASTM C136, AASHTO T27, ARIZ 201).....		70.00/each
BB.	Sieve Analysis, Fine, Washed (ASTM C136, AASHTO T27, ARIZ 201).....		70.00/each
CC.	Slake Durability (ASTM D4644)		175.00/each
DD.	Soundness of Aggregate by Use of Sodium (Magnesium) Sulfate (ASTM C88, AASHTO T104)		250.00/each
EE.	Specific Gravity and Absorption of Coarse Aggregate (ASTM C127, AASHTO T85, ARIZ 210).....		85.00/each
FF.	Specific Gravity and Absorption of Fine Aggregate (ASTM C128, AASHTO T84, ARIZ 211).....		100.00/each
GG.	Uncompacted Void Content (ARIZ 247, & FHWA & AASHTO).....		125.00/each
HH.	Unit Weight and Voids in Aggregate (ASTM C29, AASHTO T19)		75.00/each
II.	Unit Weight, Moisture Density Relationship (Bulking Effect) (ASTM C29, AASHTO T19)		95.00/each
JJ.	Vaughan and Soares Testing.....		350.00/each

Soils Testing

A.	ASTM C33 Package	\$	Quote
B.	Bulk Density of Rock Core.....		35.00/each
C.	Collapse Potential of Soils (ASTM D5333).....		200.00/each
D.	Consolidation (ASTM D2435, AASHTO T216).....		285.00/each
E.	Crumb Test Method (USBR 5400-89)		35.00/each
F.	Density of Undisturbed: Ring Samples		30.00/each
G.	Density of Undisturbed: With Porosity Calculation.....		35.00/each
H.	Direct Shear (ASTM D3080).....		350.00/each
I.	Direct Shear Remolded (ASTM D3080).....		375.00/each
J.	Hydrometer Analysis (ASTM D422, AASHTO T88) (includes Sieve Analysis C136).....		280.00/each
K.	Lime Stabilization Mix Design.....		Quote
L.	Minimum Resistivity of Soils and Aggregates (AZ 236)		130.00/each
M.	Moisture Density Relations Test: Single Point (Any Point)		90.00/each
N.	Natural Soil Moisture Content (ASTM D2216, AASHTO T265).....		20.00/each
O.	One-Dimensional Expansion (Swell) (ASTM D4546) Undisturbed.....		160.00/each
P.	Permeability (Flex Wall) – Cohesive (ASTM D5084): In Situ		360.00/each
Q.	Permeability (Flex Wall) – Cohesive (ASTM D5084): Remolded		400.00/each

Construction Materials Testing and Inspection 2020 Fee Schedule



Soils Testing Continued

R. Permeability (Granular Soil).....	\$ 360.00/each
S. pH and Minimum Resistivity of Soils and Aggregates (ARIZ 236)	160.00/each
T. pH of Soils and Aggregates (AZ 236).....	40.00/each
U. Pinhole Dispersion Test (ASTM D4647).....	250.00/each
V. Plasticity Index (Dry Prep) (ASTM D4318, AASHTO T89/90).....	85.00/each
W. Plasticity Index (Wet Prep) (ASTM D4318, AASHTO T89/90/T146).....	120.00/each
X. Point Load Index (ISFRM).....	60.00/each
Y. Proctor-Modified (ASTM D1557, AASHTO T180)	140.00/each
Z. Proctor-Standard (ASTM D698, AASHTO T99, ARIZ 225/226)	110.00/each
AA. R-Value (ASTM D2844, AASHTO T190, CAL 301).....	300.00/each
BB. Sample Preparations.....	70.00/hour
CC. Sieve Analysis, Coarse (Dry Sieve) (ASTM C136, AASHTO T27, ARIZ 201).....	70.00/each
DD. Sieve Analysis, Coarse and Fine, Washed (ASTM C136, AASHTO T27, ARIZ 201).....	70.00/each
EE. Sieve Analysis, Fine, Washed (ASTM C136, AASHTO T27, ARIZ 201).....	70.00/each
FF. Soil Specific Gravity (ASTM D854, AASHTO T100).....	170.00/each
GG. Soil Unit Weight (Undisturbed Sample) with Moisture Content	30.00/each
HH. Sulfate and Chloride Content (ARIZ 733, ARIZ 736).....	70.00/each
II. Triaxial – Unconsolidated Undrained.....	370.00/each
JJ. Triaxial Shear – (Consolidated & Undrained), (ASTM D4767)	1700.00/each
KK. Triaxial Shear – (Consolidated & Undrained), (ASTM D4767)	370.00/each
LL. Unconfined Compression (Remolded Soil Sample), (ASTM D2166).....	150.00/each
MM. Unconfined Compression (Rock Core Sample), (ASTM D2166).....	55.00/each
NN. Unconfined Compressive Strength, (AASHTO T208), (Set of 3).....	150.00/set
OO. Unconfined Compression (Undisturbed Soil Sample), (ASTM D2166).....	100.00/each

CONCRETE / SOIL CEMENT

Portland Cement Concrete / Soil Cement

A. Compressive Strength - Concrete Cores (ASTM C42, AASHTO T24).....	\$ 35.00/each
B. Compressive Strength - Concrete Cylinders (ASTM C39, AASHTO T22)	20.00/each
C. Compressive Strength - Concrete Masonry Units (ASTM C140).....	70.00/each
D. Compressive Strength - Grout Prisms (UBC 21-17).....	20.00/each
E. Compressive Strength - Masonry Prisms (ASTM E447, UBC 24-26) (2 High Blocks).....	150.00/each
F. Compressive Strength - Mortar Cylinders (ASTM C109, AASHTO T106).....	20.00/each
G. Compressive Strength - Soil Cement (ADOT).....	20.00/each
H. Flexural Strength of Concrete (ASTM C293).....	60.00/each
I. Flexural Strength of Concrete with Mold Cleanup (ASTM C293)	75.00/each
J. Grout or Mortar Mix Design.....	Quote
K. Length Change (Shrinkage) of Hardened Concrete (ASTM C157) (Set of 3).....	550.00/set
L. Portland Cement Concrete Mix Design.....	Quote
M. Shotcrete Panel Core Testing (ASTM C42).....	60.00/each
N. Soil Cement Design	Quote
O. Time of Setting of Concrete Mixtures (ASTM C403).....	125.00/each

ASPHALTIC CONCRETE

A. Abson Recovery, Asphalt Content (ASTM D1856 & D2172, AASHTO T170 & T164).....	\$ 450.00/each
B. Analysis of Cut Cores	Quote
C. Asphalt Drain Down Test.....	325.00/each
D. Bulk Specific Gravity of Bituminous Mixtures, SSD (ASTM D2726, AASHTO T166).....	35.00/each
E. Bulk Specific Gravity Using Paraffin/Parafilm-Coated Specimens (ASTM D1188, AASHTO T275).....	65.00/each
F. Centrifuge Extraction of Bituminous Mixture (ASTM D2172, AASHTO T164).....	200.00/each
G. Centrifuge Extraction and Gradation of Bituminous Materials (ASTM D2172, AASHTO T164).....	255.00/each
H. Coating and Stripping of Bituminous Mixtures (ASTM D1664, AASHTO T182, CTM 302).....	120.00/each

Construction Materials Testing and Inspection 2020 Fee Schedule



Asphalt Concrete Continued

I. Effect of Water on Cohesion of Bituminous Mixtures, IMC (ASTM D1075, AASHTO T165, ARIZ 802).....	\$ 550.00/each
J. Extraction/Recovery, Absolute Viscosity, Penetration	640.00/each
K. Gyratory Compaction (AASHTO T312) (Set of 2)	160.00/each
L. Hveem (Stabilometer) (Bulk Density) (Set of 3) (ASTM D1559, D1560)	150.00/each
M. Ignition Oven Calibration (ARIZ 427)	700.00/each
N. Ignition-Gradation (ASTM, AASHTO, ADOT).....	160.00/each
O. Loaded Wheel	250.00/each
P. Marshall Test - Stability, Flow, Bulk Density (Set of 3) (ASTM D1559, AASHTO T245) (Field Sample)....	135.00/each
Q. Marshall Test – 6-inch Stability, Flow, Bulk Density (Set of 3) ASTM D6927, AASHTO T245	400.00/each
R. Moisture Content of Hot Mix by Oven Method (T329, ARIZ 406).....	50.00/each
S. Nuclear Asphalt Content Gauge Calibration	700.00/each
T. Preparation of Slurry Seal Specimens	75.00/each
U. Preparing Nuclear Knowns	700.00/each
V. Reflux Extraction and Gradation of Bituminous Materials (ASTM D2172, AASHTO T164)	295.00/each
W. Rotovapor Recovery of Asphalt, Asphalt Content (ASTM D5404 & D2172)	450.00/each
X. Shultz Breuer Ruck (Additional points \$700 each) (ISSA TB144).....	800.00/each
Y. Tensile Strength Ratio, Root-Tunnicliff Method (ASTM D4867, AASHTO T283).....	550.00/each
Z. Theoretical Maximum Specific Gravity, Rice Test (ASTM D2041, AASHTO T209, ARIZ 417) (Field Sample)....	135.00/each
AA. Thickness Determination on AC Cores	15.00/each
BB. Volatile Distillates in Bituminous Paving Mixtures (ASTM D1461, AASHTO T110)	475.00/each
CC. Wet Track Abrasion Test, 1 hour.....	275.00/each
DD. Wet Track Abrasion Test, 6 day	350.00/each

Asphalt Concrete Mix Designs

A. Asphalt Rubber – ARAC Mix Design.....	\$ 2550.00/each
B. Asphalt Rubber – AR-ACFC Mix Design.....	Quote
C. Asphaltic Concrete Mix Design – Cold Mix Recycled, Marshall Method.....	Quote
D. Asphaltic Concrete Mix Design – Marshall Method, 4 Inch	2350.00/each
E. Hveem Design	Quote
F. Micro Surfacing Job Mix Formula (MAG, ISSA, Various agencies)	1750.00/each
(Cohesion, Consistency, split consistency, mix test, setting, water resistance, wet stripping, WTAT 1 hour, loaded wheel test, Lateral displacement, specific gravity, does not include Aggregate testing)	
G. Micro Surfacing Job Mix Formula (ADOT or other that requires SBR test)	3250.00/each
(\$1750 plus \$1500 SBR) (Cohesion, Consistency, split consistency, mix test, setting, water resistance, wet stripping, WTAT 1 hour/6 days, loaded wheel test, does not include Aggregate testing)	
H. Superpave Asphalt Mix Designs	3000.00/each
I. Slurry Seal Job Mix Formula (MAG715, ISSA, MCDOT).....	1600.00/each
(Cohesion, Consistency, split consistency, mix test, setting, water resistance, wet stripping, loaded wheel test, does not include Aggregate testing)	
J. Trial Mix Design	Quote

ASPHALT BINDER

Superpave PG Binder Testing

A. Bending Beam Rheometer (AASHTO T313)	\$ 225.00/each
B. Bending Beam Rheometer with RTFO/PAV Aging.....	475.00/each
C. Bending Beam with Physical Hardening (AASHTO T313).....	425.00/each
D. Brookfield Viscosity (ASTM D4402, AASHTO T316).....	95.00/each
E. Brookfield Viscosity, Temp Sweep 3 points (ASTM D4402, AASHTO T316).....	225.00/each
F. Brookfield Viscosity, Temp Sweep 4 points (ASTM D4402, AASHTO T316).....	275.00/each
G. Direct Tension (AASHTO T314)	250.00/each
H. Direct Tension with RTFO/PAV Aging.....	495.00/each

Construction Materials Testing and Inspection 2020 Fee Schedule



Superpave PG Binder Testing Continued

I.	Dynamic Shear Rheometry (AASHTO T315).....	\$ 175.00/each
J.	Dynamic Shear Rheometry, Linearity Test.....	225.00/each
K.	Dynamic Shear Rheometry, Temp. Sweep	225.00/each
L.	Multiple Stress Creep Recovery TP-70	375.00/each
M.	PG Classification (AASHTO R29).....	1,050.00/each
N.	PG Verification with Critical Cracking Temperature (AASHTO M320 Table2).....	1,525.00/each
O.	PG Classification with Direct Tension (AASHTO R29/T314)	1,175.00/each
P.	PG Grade Blend Development	Quote
Q.	PG Verification (AASHTO M320)	850.00/each
R.	PG Verification with Direct Tension (AASHTO M320/T314).....	1,050.00/each
S.	PG Verification, (Caltrans Section 92).....	1,095.00/each
T.	PG Verification, (Caltrans Section 92 w/o Solubility).....	975.00/each
U.	Pressure Aging Vessel (AASHTO R28)	175.00/each
V.	Rolling Thin Film Oven (ASTM D2872, AASHTO T240)	135.00/each
W.	Rolling Thin Film Oven with Mass Loss (ASTM D2872, AASHTO T240).....	145.00/each
X.	Temperature Viscosity Curve, Brookfield, specific gravity, DSR.....	450.00/each

Asphalt Cement Testing

A.	Absolute Viscosity (140°F; 60°C) (ASTM D2171, AASHTO T202)	\$ 95.00/each
B.	AR Grade Asphalt Verification (AASHTO M226)	795.00/each
C.	AR Grade Asphalt Verification, Partial Series.....	Quote
D.	Ash in Bituminous Materials (ASTM D2939, AASHTO T111).....	175.00/each
E.	Asphalt Grade Blend Development.....	Quote
F.	Brookfield Viscosity, Asphalt (ASTM D2994, ASTM D4878-A or ASTM D5018).....	125.00/each
G.	Brookfield Viscosity, Asphalt (ASTM D4402, AASHTO T316).....	95.00/each
H.	Chemical Analysis of Asphalt, Complete Series, Modified Rostler/Sternberg.....	950.00/each
I.	Crack Sealant Evaluation.....	Quote
J.	Crack Sealant Verification.....	Quote
K.	Crack Sealant, Bond Test.....	400/each
L.	Crack Sealant, Flexibility.....	Quote
M.	Crack Sealant, Flow	Quote
N.	Crack Sealant, Tensile Adhesion.....	Quote
O.	Ductility of Bituminous Materials (ASTM D113, AASHTO T51).....	125.00/each
P.	Elastic Recovery (ASTM D6084, AASHTO T301)	150.00/each
Q.	Flash and Fire Point, Cleveland Open Cup (ASTM D92, AASHTO T48).....	95.00/each
R.	Flash and Fire Point, Cleveland Open Cup, co-polymer products (ASTM D92, AASHTO T48)	150.00/each
S.	Flash and Fire Point, Tag Open Cup (ASTM D3143, AASHTO T79).....	95.00/each
T.	Haake Viscosity, Asphalt.....	85.00/each
U.	Heptane/Xylene Equivalent (AASHTO T102)	250.00/each
V.	Kinematic Viscosity (275°F; 135°C or 140°F; 60°C) (ASTM D2170, AASHTO T201)	135.00/each
W.	n-Heptane Insolubles (ASTM D3279)	250.00/each
X.	n-Pentane Insolubles	225.00/each
Y.	Penetration (@ Temperatures other than 77°F; 25°C) (ASTM D5, AASHTO T49).....	95.00/each
Z.	Penetration (77°F; 25°C) (ASTM D5, AASHTO T49)	95.00/each
AA.	Penetration Grade Asphalt Verification (AASHTO M20)	595.00/each
AA.	Penetration Grade Asphalt Verification, Partial Series.....	Quote
BB.	Percent of Ash Content (ASTM D5040).....	200.00/each
CC.	Rolling Thin Film Oven Test (ASTM D2872, AASHTO T240)	135.00/each
DD.	Rolling Thin Film Oven with Mass Loss	145.00/each
EE.	Separation of Asphalt Cement (FHWA Method, TX 540C)	175.00/each
FF.	Smoke Point (ADEQ Procedure).....	175.00/each
GG.	Softening Point of Asphalt, Ring and Ball (ASTM D36, AASHTO T53).....	95.00/each
HH.	Solubility of Bituminous Materials (ASTM D2042, AASHTO T44)	120.00/each
II.	Solubility of Bituminous Materials, Centrifuge (ASTM D5546).....	295.00/each
JJ.	Solubility of Bituminous Materials, Modified	165.00/each
KK.	Specific Gravity of Bituminous Materials (ASTM D70, AASHTO T228)	95.00/each
LL.	Specific Gravity (ASTM D1298).....	185.00/each

Construction Materials Testing and Inspection 2020 Fee Schedule



Asphalt Cement Testing Continued

MM. Spot Test (AASHTO T102).....	\$ 175.00/each
NN. Thin Film Oven Aging.....	185.00/each
OO. Torsional Recovery (CTM 332).....	250.00/each
PP. Toughness and Tenacity (ASTM D5801, NEV 745).....	275.00/each
QQ. Vialit test for chip retention, Single temperature (Modified EN 12272-3)	400.00/each
RR. Vialit test for chip retention, Three temperatures (Modified EN 12272-3)	500.00/each
SS. Viscosity Grade Asphalt Verification (AASHTO M226)	795.00/each
TT. Viscosity Grade Asphalt Verification, Partial Series	Quote
UU. Water in Petroleum Products (ASTM D95, AASHTO T55).....	250.00/each

Asphalt Rubber Binder Tests

A. Asphalt Compatibility Test, Crack Sealant.....	\$ 150.00/each
B. Asphalt Rubber Binder Design Profile (AZ Profile).....	1500.00/each
C. Asphalt Rubber Binder Design Profile (CA Profile).....	1700.00/each
D. Asphalt Rubber Binder Evaluation.....	Quote
E. Asphalt Rubber Binder Verification.....	Quote
F. Asphalt Rubber Binder Verification, Partial Series	Quote
G. Asphalt Rubber Blend Submittal Sample.....	300.00/each
H. Bitumen Content, Carbon Disulfide (ASTM D4)	250.00/each
I. Bitumen Content, TCE (ASTM D4 modified).....	165.00/each
J. Brookfield Viscosity, Asphalt (ASTM D2994 or ASTM D5018).....	125.00/each
K. Brookfield Viscosity, Crack Sealant, (ASTM D2196)	150.00/each
L. Bulk Density of Crumb Rubber.....	150.00/each
M. Crack Sealant Preparation (ASTM D5167 Jacketed Melter).....	175.00/each
N. Cone Penetration (ASTM D5329).....	95.00/each
O. Crumb Rubber Chemical Composition	1250.00/each
P. Fiber Content of Crumb Rubber.....	60.00/each
Q. Metal Content of Crumb Rubber.....	60.00/each
R. Mineral Content of Crumb Rubber.....	75.00/each
S. Physical Examination and Gradation of Crumb Rubber.....	Quote
T. Resilience (ASTM D5329)	95.00/each
U. Rotational Viscosity	95.00/each
V. Rubber Gradations (ASTM C136)	85.00/each
W. Specific Gravity of Crumb Rubber (ASTM D1817, CT 208).....	185.00/each
X. Thermogravimetric Analysis	Quote

EMULSIFIED/CUTBACK

Emulsified/Cutback Asphalt Tests

A. Cement Mixing Test	\$ 125.00/each
B. Classification Test, Uncoated Particles	150.00/each
C. Coating (SE214) T-59.....	65.00/each
D. Cutback Asphalt Blend Development	Quote
E. Cutback Asphalt Verification, without Water Content (AASHTO M 81/82).....	795.00/each
F. Demulsibility (ASTM D244, AASHTO T59)	110.00/each
G. Direct Flame Test (ASTM D2939)	175.00/each
H. Distillate Fraction on Cutback (ASTM D402, AASHTO T78).....	275.00/each
I. Drying Time (ASTM D2939)	250.00/each
J. Emulsified Rejuvenating Agent, Complete Series (Modified Rostler/Sternberg) (ASTM D2006)	Quote
K. Emulsified Rejuvenating Agent, Complete Series.....	Quote
L. Emulsion Verification, RS-1, RS-2, SS-1, SS-1h (ASTM D977, AASHTO M140).....	950.00/each
M. Emulsion Verification, HFRS-2 (ASTM D977, AASHTO M140).....	1075.00/each
N. Emulsion Verification, QS-1H (ASTM D977, AASHTO M140).....	695.00/each
O. Emulsion Verification, CRS-1, CRS-2, CSS-1, CSS-1h (ASTM D2397, AASHTO M208).....	975.00/each

Construction Materials Testing and Inspection 2020 Fee Schedule



Emulsified/Cutback Asphalt Tests Continued

P.	Emulsion Verification, CQS-1h (ASTM D2397, AASHTO M208).....	\$ 795.00/each
Q.	Emulsion Verification, CQS-1h (MAG 713)	950.00/each
R.	Emulsion Verification, Partial Series	Quote
S.	Flexibility (ASTM D2939)	295.00/each
T.	Float Test (ASTM D139).....	125.00/each
U.	Freezing T-59.....	150.00/each
V.	High Float Emulsion Verification (ASTM D977, AASHTO M140).....	1050.00/each
W.	Identification test for Cationic Slow Set (AASHTO T59, Section 27)	275.00/each
X.	Low Temperature Distillation.....	250.00/each
Y.	Low Temperature Vacuum Distillation (ASTM D244, AASHTO T59)	295.00/each
Z.	Miscibility (ASTM D244, AASHTO T59).....	85.00/each
AA.	Particle Charge (ASTM D244, AASHTO T59).....	85.00/each
BB.	pH Determination.....	85.00/each
CC.	Residue and Oil Distillate by Distillation (ASTM D244, AASHTO T59).....	185.00/each
DD.	Residue by Evaporation (ASTM D244, AASHTO T59, ARIZ 512, CTM 331, D2834).....	95.00/each
EE.	Residue by Evaporation (ASTM D2393, CT331 to obtain residue)	150.00/each
FF.	Residue by Evaporation, Low Temperature (ASTM D7497)	250.00/each
GG.	Resistance to Freezing (ASTM D2939)	150.00/each
HH.	Resistance to Water (ASTM D2939)	250.00/each
II.	Resistance to Heat (ASTM D2939)	250.00/each
JJ.	Resistance to Kerosene (ASTM D 2939)	450.00/each
KK.	Saybolt Furool Viscosity (ASTM D88, AASHTO T72)	135.00/each
LL.	Settlement, 5-Day (ASTM D244, AASHTO T59)	195.00/each
MM.	Sieve Test (ASTM D244, AASHTO T59).....	95.00/each
NN.	Storage Stability, 1-Day (ASTM D244, AASHTO T59)	150.00/each
OO.	Uniformity, (ASTM D2939)	150.00/each
PP.	Vacuum Distillation of Modified Emulsion (ARIZ 504).....	250.00/each
QQ.	Volatile Content of Coatings (ASTM D2369)	250.00/each
RR.	Weight Per Gallon (ASTM D244, ASTM D2939, AASHTO T59).....	150.00/each
SS.	Weight Per Gallon, Density of Liquid Coatings (ASTM D1475)	225.00/each
TT.	Wet Film Continuity (ASTM D2939)	95.00/each
UU.	Wet Flow (ASTM D2939)	125.00/each

Asphalt Cement Grade Verification

A.	AR Graded Asphalt (ASTM D3381, AASHTO M226)	\$ 795.00/each
B.	PBA Asphalt	Quote
C.	Penetration Graded Asphalt (ASTM D946, AASHTO M20).....	595.00/each
D.	PG Classification (AASHTO R29)	1050.00/each
E.	PG Classification with Direct Tension (AASHTO R29/T316)	1,175.00/each
F.	PG Verification (AASHTO M320)	850.00/each
G.	PG Verification with Direct Tension (AASHTO M320/T316).....	1050.00/each
H.	Viscosity Graded Asphalt (ASTM D3381, AASHTO M226).....	795.00/each
I.	Identification of Rapid Setting Cationic Emulsion T-59	195.00/each
J.	Identification of Cationic Slow Setting Emulsion T-59.....	135.00/each
K.	Emulsified Asphalt/Job Aggregate Coating Test T-59	125.00/each
L.	Water Content T-59	375.00/each

**Construction Materials Testing and Inspection
2020 Fee Schedule**



Equipment Usage

A.	Asphaltic Concrete Core Drill equipment	75.00/day
B.	Rental of Other Equipment, Direct Cost x 1.25	

Attachment C
MCESD ATC Application and Fee



SUBMITTAL PACKAGE INSTRUCTIONS FOR APPROVAL TO CONSTRUCT WATER OR WASTEWATER TREATMENT, RECLAIMED WATER OR REUSE FACILITIES

A certificate of *Approval To Construct* (ATC) must be obtained from the Maricopa County Environmental Services Department (MCESD) prior to construction work being started on a drinking water, reclaimed water, reuse or wastewater project. This submittal package instruction sheet is to be used to apply for an ATC for:

- Water Treatment Facilities
- Ground Water Treatment Facilities
- Wastewater Treatment Facilities
- Wastewater Disposal Systems
- Non-Hazardous Liquid Waste Treatment Facilities
- Reclaimed Water Recharge/Recovery Facilities
- Reclaimed Water Reuse Facilities
- Other Facility/System Related Components
- Point-Of-Use Treatment Systems
- Odor Control Systems
- Disinfection Systems
- Blending Systems

A) SUBMITTAL PACKAGE:

Each project to be reviewed and approved by the MCESD for ATC must be submitted with a transmittal letter, a check for the initial review fee, a completed 'Supplemental Requests for Additional Information' form, an application form and the relevant project design documentation.

Each project must be for a single project class (i.e. drinking water, reclaimed water, reuse or wastewater). Multiple projects cannot be submitted on a single application. However, a project may have multiple components bundled into a single project. For example, a reuse project could include a reuse facility with an off-site booster pump station and a storage tank. A single project could be submitted for these three components.

SUBMITTAL PACKAGE CHECK LIST:

- ☒ Transmittal Letter
- ☒ Check for the Initial Review Fee
- ☐ Supplemental Requests for Additional Information form
- ☒ Application for Approval To Construct
- ☒ Design Documentation (*must be sealed by a Licensed Professional if the constructed value of the project is greater than \$12,500)
 - Design Report* - Required
 - Design Drawings* - Required
 - Technical Specifications*
 - Engineering Calculations*
 - Reports and Studies
 - Other Documentation

For the preliminary review and approval of a project a set of reduced size 17"W x 11" H (ANSI 'B' size) preliminary Design Drawings is preferred. However, if the level of detail on the drawings is very complex and is not discernable on reduced-size drawings, then a set of full size 36"W x 24"H (ANSI 'D' size) Design Drawings should be submitted. All other documentation should be submitted in a binder and be 8-1/2"W x 11"H letter size sheets.

Normally only one copy of the documentation is required for the review. Additional copies may be required if portions of the project need to be reviewed by other programs within the MCESD.

B) FEES

Locate the appropriate fee(s) from the fee schedule table below. Projects that consist of multiple components should list the fee for each individual component on the transmittal letter.

If your application is for an expedited, phased and/or design/build review and approval please note this in your transmittal letter and on the check. Expedited reviews double the flat, initial and maximum fee amounts. Phased reviews also double the initial and maximum fee amounts. Design/build reviews also double the initial and maximum fee amounts. The check amount should be for the totalized amount of component initial fees adjusted by the applicable expedited, phased and/or design/build review multipliers.

For example, for a project that includes the construction of a reuse facility with an off-site booster pump station and storage tank, the following components and fees should be listed in the transmittal letter as follows:

- | | | | | | |
|------------------|---------------|----------------|---------------|------------------------|---------------|
| • Reuse Facility | Fee: \$250.00 | • Storage Tank | Fee: \$675.00 | • Booster Pump Station | Fee: \$675.00 |
|------------------|---------------|----------------|---------------|------------------------|---------------|

The total fee amount for a standard review of the project would be \$1,600.00. The total fee amount for an expedited review of the project would be \$3,200.00. The total fee amount for an expedited and phased review of the project would be \$6,400.00. The total fee amount for an expedited, phased and design/build review of the project would be \$12,800.00.

An expired *Approval To Construct* certificate can be renewed once within a 6 month period from its date of expiration provided the original plan is unchanged. An approval of plans and specifications can be renewed for one year if a certificate renewal request is submitted within 180 days of expiration (Maricopa County Environmental Code Chapter 1, Regulation 4). The renewal fee is equal to the one-half the initial base fee amount that is charge for the project.



SUBMITTAL PACKAGE INSTRUCTIONS FOR APPROVAL TO CONSTRUCT WATER OR WASTEWATER TREATMENT, RECLAIMED WATER OR REUSE FACILITIES

Approval certificates will not be issued until all fees are paid in full.

FEE SCHEDULE TABLE – APPROVAL TO CONSTRUCT			
PROJECT COMPONENT TYPE	AMOUNT ^{1,2}	PROJECT COMPONENT TYPE	AMOUNT ^{1,2}
Treatment Plant: < 0.1 million gallons/day (mgd)	\$ 1000.00	Metering Station (Note 4)	\$ 150.00
Treatment Plant: 0.1 to 1 mgd	\$ 1500.00	Water Quality Monitoring Station	\$ 150.00
Treatment Plant: > 1 mgd	\$ 3000.00	Blending System	\$ 150.00
Reuse Facility/System	\$ 250.00	Odor Control System	\$ 150.00
Recharge/Recovery Facility/System	\$ 250.00	Disinfection System	\$ 150.00
Point-of-Use Treatment System	\$ 1000.00	Individual Water Pipeline	\$ 600.00
Intake/Turnout/Diversion/Outfall Structure	\$ 150.00	Individual Sewer Pipeline	\$ 500.00
Effluent Disposal System	\$ 1000.00	Individual Reuse Pipeline	\$ 600.00
Individual Drinking Water Source Well (Note 3)	\$ 675.00	Water Distribution System (Note 4)	Note 6
Individual Reclaimed Water Recharge/Recovery Well	\$ 250.00	Gravity Sewer Collection System (Note 4)	Note 7
Storage Tank/Reservoir/Basin (Note 4)	\$ 675.00	Force Main Sewer System (Note 4)	Note 8
Booster Pump Station (Note 4)	\$ 675.00	Experimental Project (Note 5)	\$ 300.00
Lift Pump Station (Note 4)	\$ 600.00	Other Component (Note 5)	\$ 150.00
Pressure Reducing Valve Station (Note 4)	\$ 675.00		
Transfer Valve Station (Note 4)	\$ 675.00	Base Plan Review Billing Rate (Note 2)	\$ 130.00/hr

NOTES:

- 1) The fees listed in this table are the base fee (i. e. the initial or flat fee) for a standard review. An expedited review doubles the flat, initial and maximum fee amounts. A phased review also doubles the flat, initial and maximum fee amounts. A design/build review also doubles the flat, initial and maximum fee amounts.
- 2) Many of the fees listed in this table are the initial fee for the review. The project's total fee may be more than the initial fee if the number of man hours expended on the project exceeds the initial fee amount. Man hours are billed at the base plan review billing rate modified by the applicable expedited, phased and design/build multipliers up to a maximum plan review billing rate of \$260.00/Hour. An invoice will be issued for any additional fees as they become due. Please consult the Maricopa County Environmental Health Code to determine the maximum fee amount that may be billed for a particular component type.
- 3) This type of project is normally submitted to the MCESD's Subdivision, Infrastructure and Planning Program for approval unless the well requires treatment. Please contact the Water and Wastewater Treatment Program before submitting this type of project.
- 4) This type of project is normally submitted to the MCESD's Subdivision, Infrastructure and Planning Program for approval. Please contact the Water and Wastewater Treatment Program before submitting this type of project.
- 5) Please contact the Water and Wastewater Treatment Program before submitting this type of project.
- 6) Fee amount is \$600.00 for 0 – 150 connections plus \$600.00 for every 150 additional connections.
- 7) Fee amount is \$500.00 for 0 – 50 connections plus \$500.00 for every 250 additional connections.
- 8) Fee amount is \$800.00 for 0 – 50 connections plus \$500.00 for every 250 additional connections.

C) APPLICATION FORM INSTRUCTIONS

Each section of the application form should be filled out per the following instructions:

1. ☐ PROJECT INFORMATION:

- a) **REVIEW TYPE** – Check the box indicating if this project requires an *Approval To Construct* review or if a certificate renewal (time extension) for an existing project is being requested.
- b) **REVIEW MODIFIERS** – Check the box(es) indicating if this project requires an expedited, phased and/or design/build review.
- c) **PROJECT CLASS** – Check the appropriate box identifying the applicable project class.
- d) **PROJECT NAME** – The project name must be the same as that appearing on the documentation submitted for the project review.



SUBMITTAL PACKAGE INSTRUCTIONS FOR APPROVAL TO CONSTRUCT WATER OR WASTEWATER TREATMENT, RECLAIMED WATER OR REUSE FACILITIES

- e) **PROJECT DESCRIPTION** – The project description should be a brief narrative identifying the capacity, equipment types and quantities, scope and any other relevant details about the project. For treatment facilities identify the treatment process(es) being employed at the plant.

If the project is being submitted for a phased review then identify each of the different phases of the project.

- f) **SITE LOCATION** – Provide the Name, Address, City, State and ZIP Code for the site associated with the project. If more than one site is associated with the project then attach additional pages to this application containing the site information (location, GPS coordinates and height, and parcel numbers) for each site.
- g) **SITE GPS COORDINATES** – Provide the GPS latitude and longitude coordinates and the height of the site associated with the project. The GPS coordinates should be in NAD 83 decimal degree unit format (i.e. ###.##### format) and the height should be in decimal feet format (i.e. #####.## format).
- h) **SITE PARCEL NUMBER(S)** – Provide the parcel number(s) for the site associated with the project. Parcel numbers may be obtained from the Maricopa County Assessor's website (www.maricopa.gov/Assessor) by doing a parcel search.
- i) **QUANTITIES** – Identify the quantity of each of type of component applicable to the project.

Components that are integral to a water treatment facility, wastewater treatment facility or a reclaimed water recharge/recovery facility and are physically located on-site at the facility do not need to be identified separately. For example, an on-site lift station at a wastewater treatment plant's headworks does not need to be identified as a separate component of the project. However, if the lift station is physically located off-site from the plant then it needs to be identified as a separate project component.

Likewise, injection/recovery wells located on-site at a recharge/recovery facility do not need to be identified as separate project components. However, a drinking water well that is physically located at a surface water treatment plant and is not integral to the plant would have to be identified as a separate project component.

2. ☐ PERMIT/SYSTEM INFORMATION:

- a) **PERMIT NUMBER** – Provide the Maricopa County Environmental Services Department (MCESD) permit number (07###, 37###, 67### or 97#####) if the project is an extension of an existing drinking water, wastewater, reclaimed water or reuse facility or system. Contact the Water and Wastewater Treatment Program if you need assistance obtaining the permit number.

If the project is for a new drinking water, wastewater, reclaimed water or reuse facility/system then check the 'New Permit Required' box to indicate that a new MCESD permit is required to be issued for this project and leave the System ID # and System Name fields blank.

- b) **SYSTEM ID #** – Provide the Public Water System (PWS), Wastewater System (WWS) or Reclaimed Water System (RWS) identification number (AZ-04-07-###, AZ-04-37-###, or AZ-04-67-### respectively). For reuse facilities, provide the ID of the RWS supplying reclaimed water to the reuse facility. Contact the Water and Wastewater Treatment Program if you need assistance obtaining the system identification number.
- c) **SYSTEM NAME** – For drinking water systems provide the name of the Public Water System (PWS). For wastewater systems provide the name of the Wastewater System (WWS). For reclaimed water systems provide the name of the Reclaimed Water System (RWS). For reuse facilities provide the name of the RWS supplying reclaimed water to the reuse facility. Contact the Water and Wastewater Treatment Program if you need assistance obtaining the system name.
- d) **OTHER PERMITS** – Check each category where a new or modified permit is required by another agency such as the Arizona Department of Environmental Quality (ADEQ), Arizona Department of Water Resources (ADWR), Maricopa County Planning and Development Department (MCPDD), etc. for the project.

3. ☐ DOCUMENTS:

Check the appropriate check box(es) indicating the types of documents being submitted for the project. Add any additional comments as required.



**SUBMITTAL PACKAGE INSTRUCTIONS FOR APPROVAL TO CONSTRUCT
WATER OR WASTEWATER TREATMENT, RECLAIMED WATER OR REUSE FACILITIES**

4. ☐ PROJECT OWNER:

Provide the firm's company and department name, contact person's information and address of the project owner for the project. Add any additional comments as required. This section is required to be completed.

The project owner may be the system owner or a fiduciary agent acting on behalf of the system owner. A fiduciary agent is an individual, corporation or association holding assets for the system owner, with the legal authority and duty to make decisions regarding financial matters for the project on behalf of the system owner.

Typically the fiduciary agent would be a developer that has entered into an agreement with the system owner to construct new system infrastructure in return for entitlements or other benefits. The developer acts on behalf of the system owner in the construction of the new infrastructure. When construction of the infrastructure is complete the developer transfers ownership of the infrastructure to the system owner.

5. ☐ BILLING ADDRESS:

Provide the firm's company and department name, contact person's information and address of the organization responsible for payment of future invoices for the project. Add any additional comments as required. This section is required to be completed.

Check the Project Owner check box if the billing address information is the same as the project owner.

6. ☐ LICENSED PROFESSIONAL:

Provide the firm's company and department name, responsible engineer's/architect's information and address of the engineering/architectural consultant for the project. Provide the firm's and the responsible engineer/architect's Arizona State Board of Technical Registration license numbers. Add any additional comments as required.

The engineer/architect in responsible charge of the project must be registered in the State of Arizona if the constructed value of the project is greater than \$12,500. Check the 'Not Applicable' check box if the constructed value of the project is less than or equal to \$12,500.

The engineering/architectural firm employing the engineer/architect in responsible charge of the project must also be registered with the Arizona State Board of Technical Registration to submit a project to the MCESD.

7. ☐ MAILING ADDRESS:

Provide the firm's company and department name, contact person's information and address of the organization that should receive general correspondence related to the project such as design review comments, information requests and other types of general correspondence. Add any additional comments as required.

Check the Project Owner, Billing Address, Licensed Professional, System Owner or Applicant check box if the mailing address information is the same as one of these entities.

8. ☐ SYSTEM OWNER:

Provide the firm's company and department name, contact person's information and address of the system owner for the project. Add any additional comments as required.

The owner of a drinking water, reclaimed water, or wastewater system, including the system components (wells, storage reservoirs/tanks/basins, booster pump stations, pipelines, treatment facilities, etc.), must be a government agency such as a municipality, a public utility (i.e. a utility operating as a public service corporation under the rules and regulations administered by the Arizona Corporation Commission) or a private utility.

The owner of a reuse system does not have to be a public or private utility and may be an individual, corporation, association or government agency. Typically, a reuse system is owned by a home owner's association, corporation or government agency and is an end-user of reclaimed water.

Check the Project Owner, Billing Address, Licensed Professional, Mailing Address or Applicant check box if the system owner information is the same as one of these entities.



**SUBMITTAL PACKAGE INSTRUCTIONS FOR APPROVAL TO CONSTRUCT
WATER OR WASTEWATER TREATMENT, RECLAIMED WATER OR REUSE FACILITIES**

9. ☐ APPLICANT:

Provide the firm's company and department name, contact person's information and address of the applicant for the project. Add any additional comments as required.

Check the Project Owner, Billing Address, Licensed Professional, Mailing Address or System Owner check box if the applicant information is the same as one of these entities.

10. ☐ PERSONS AUTHORIZING THE PROJECT:

Provide the name and title for each representative authorizing the project within the system owner's and project owner's organizations. Each representative must sign and date the application in the spaces provided. This section is required to be completed.

The representative authorizing the project on behalf of the system owner must be a person responsible for the administration of capital improvement and/or infrastructure projects within the system owner's organization.

The representative authorizing the project on behalf of the project owner must be a person with fiduciary responsibilities for the project within the project owner's organization. If the system owner is also the project owner then check the System Owner check box and leave the project owner subsection blank.

11. ☐ FINANCIAL RESPONSIBILITY STATEMENT:

Provide the name and title of the fiduciary agent within the project owner's organization who will be responsible for this project. The representative must sign and date the application in the spaces provided. This section is required to be completed.

The person or organization signing this acknowledgement will be responsible for all fees associated with this project and is subject to permit cancellation or suspension of work on this or any other plan review projects the responsible financial party has submitted to the department should the project become delinquent due to non-payment of plan review fees.

12. ☐ CONSTRUCTION AGREEMENT:

Provide the name and title of the representative who will be in responsible charge for the construction of this project within the project owner's organization. The representative must sign and date the application in the spaces provided. This section is required to be completed.

The person or organization signing this acknowledgement will be responsible for ensuring that the drinking water, wastewater and/or reclaimed water facilities are constructed according to the approved plan documents.

Provide the estimated construction start date and construction completion dates for this project.

13. ☐ CORRESPONDENCE ROUTING:

Check the appropriate check box(es) identifying what organization(s) should receive copies of approval certificates. Please note that all original approval certificates will be mailed to the System Owner.

D) SUBMISSION AND CONTACT INFORMATION:

Send the submittal package to:

**MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT
WATER AND WASTEWATER TREATMENT PROGRAM
1001 NORTH CENTRAL AVENUE, SUITE 150
PHOENIX, AZ 85004-1940**

If you have any questions please contact the MCESD at the following telephone, fax or e-mail address:

Telephone: (602) 372-2861
Facsimile: (602) 506-6925
E-Mail: WWM_TPP@mail.maricopa.gov

Visit our webpage at www.maricopa.gov/EnvSvc/WaterWaste for additional information about how to submit projects to the MCESD's Water and Wastewater Treatment Program.



APPROVAL PROCESS NOTICE FOR APPROVAL TO CONSTRUCT WATER TREATMENT FACILITIES

1. Steps required to obtain an 'Approval To Construct' approval are as follows:
 - a. Submit a completed application together with the applicable application fees and the required submittal package plan review documentation as identified in this application packet.
 - b. Provide any additional plan review documentation required by the Department to complete the plan review process.
 - c. Provide a satisfactory response to all review comments issued by the Department to complete the plan review process. If the response is not provided within 365 days of the request for information, the project will be deemed to be denied.
 - d. Submit payment for any balance due for plan review services rendered by the Department within 30 days from the invoice request date.

An 'Approval To Construct' approval shall lapse and become invalid one year from the date of approval unless:

- A substantial portion of the work described in the plans and specifications has commenced by such anniversary date, or
- An application for a one-time renewal is submitted within 180 days of expiration. A fee equal to one-half (1/2) of the flat fee or initial plan review fee is required. The approval will be effective for one year from the date of expiration.

An 'Approval To Construct' approval becomes void if an extension of time is not granted by the Department within 90 days after the passage of one of the following:

- Construction does not begin within one year after the date the 'Approval To Construct' approval was issued.
- There is a halt in construction of more than one year.
- Construction is not completed within three years after the date construction begins.

2. The Department will approve or deny the application within the licensing time frame specified in Table 1, excluding any days the application is returned to the applicant for additional information. This overall licensing time frame is set by Maricopa County Ordinance and as required by A.R.S. §11-1605.

Table 1 – Licensing Time Frames				
No.	Fee Category	Administrative Time (Days)	Substantive Time (days)	Overall Time (days)
57	Public Water Supply Distribution Line	16	37	53
58	Drinking Water System Chlorination Plan	16	37	53
61	Drinking Water Booster Pump Station	16	37	53
62	Drinking Water Storage Tank	16	37	53
75	Alteration Plan: Treatment – Public Water	16	37	53
76	Complex Experimental Project Approval	16	67	83
78	Complex Water Treatment Plant	16	67	83
79	Treatment System Plan – Public Water	16	37	53
80	Water System Blending Plan	16	37	53
81	Well Site Review & Approval	16	37	53
83	Ground Water Recharge	42	94	136

3. Department contact information regarding your application:

Telephone: 602-372-2861

E-mail: WWM_TPP@mail.maricopa.gov

Website: <http://www.maricopa.gov/EnvSvc/WaterWaste/WWT/WWT.aspx>

4. You may request a clarification from the Department of its interpretation or application of a statute, ordinance, regulation, delegation agreement or authorized substantive policy statement as provided in A.R.S. § 11-1609. Contact us by e-mail, telephone, in person or mail to the address listed at the top of the page, marked 'Attention: Water and Wastewater Treatment Program'.



APPROVAL PROCESS NOTICE FOR APPROVAL TO CONSTRUCT WASTEWATER TREATMENT, RECLAIMED WATER OR REUSE FACILITIES

1. Steps required to obtain an 'Approval To Construct' approval are as follows:
 - a. Submit a completed application together with the applicable application fees and the required submittal package plan review documentation as identified in this application packet.
 - b. Provide any additional plan review documentation required by the Department to complete the plan review process.
 - c. Provide a satisfactory response to all review comments issued by the Department to complete the plan review process. If the response is not provided within 365 days of the request for information, the project will be deemed to be denied.
 - d. Submit payment for any balance due for plan review services rendered by the Department within 30 days from the invoice request date.

The Department will not issue an approval for any sewerage system or waste and/or sewage treatment works which is not in conformance with the Certified Water Quality Management Plan and Facility Plan that prescribes a particular sewerage system and waste and/or sewage treatment work configuration for sewage management by a designated management agency within a service area. If no Facility Plan is applicable, the Certified Water Quality Management plan shall be utilized by the Department to determine conformance.

An 'Approval To Construct' approval shall lapse and become invalid one year from the date of approval unless:

- A substantial portion of the work described in the plans and specifications has commenced by such anniversary date, or
- An application for a one-time renewal is submitted within 180 days of expiration. A fee equal to one-half (1/2) of the flat fee or initial plan review fee is required. The approval will be effective for one year from the date of expiration.

An 'Approval To Construct' approval becomes void if an extension of time is not granted by the Department if:

- Construction does not begin within one year after the date the 'Approval To Construct' approval was issued.
- There is a halt in construction of more than one year.
- Construction is not completed within three years after the date the 'Approval To Construct' approval was issued.

2. The Department will approve or deny the application within the licensing time frame specified in Table 2, excluding any days the application is returned to the applicant for additional information. This overall licensing time frame is set by Maricopa County Ordinance and as required by A.R.S. §11-1605.

Table 2 – Licensing Time Frames				
No.	Fee Category	Administrative Time (Days)	Substantive Time (days)	Overall Time (days)
60	Reclaimed Water System Plan Review	42	53	95
64	Sewer Collection System Force Mains	42	53	95
65	Sewer Collection System Gravity Sewer	42	53	95
70	Wastewater – Sewer Lift Station	42	53	95
82	Complex Experimental Project Approval (Wastewater)	35	186	221
83	Ground Water Recharge	42	94	136
85	Non-Hazardous Liquid Waste Transfer Facility	42	94	136
86	Wastewater Treatment Plant	35	186	221
87	Treatment System Plan - Wastewater	42	94	136
88	Wastewater Reuse	42	94	136

3. Department contact information regarding your application:

Telephone: 602-372-2861

E-mail: WWM_TPP@mail.maricopa.gov

Website: <http://www.maricopa.gov/EnvSvc/WaterWaste/WWT/WWT.aspx>

4. You may request a clarification from the Department of its interpretation or application of a statute, ordinance, regulation, delegation agreement or authorized substantive policy statement as provided in A.R.S. § 11-1609. Contact us by e-mail, telephone, in person or mail to the address listed at the top of the page, marked 'Attention: Water and Wastewater Treatment Program'.



APPLICATION FOR APPROVAL TO CONSTRUCT WATER OR WASTEWATER TREATMENT, RECLAIMED WATER OR REUSE FACILITIES

1. PROJECT INFORMATION:				DATE SUBMITTED:	
REVIEW TYPE: ☒ Approval To Construct ☐ Certificate Renewal			REVIEW MODIFIERS: ☐ Expedited ☐ Phased ☐ Design/Build		
PROJECT CLASS: ☐ Water ☐ Reclaimed Water ☐ Reuse ☒ Wastewater					
PROJECT NAME: BUCKEYE SUNDANCE WRF CENTRIFUGE					
PROJECT DESCRIPTION: The City of Buckeye owns and operates the Sundance WRF that currently uses 2 screw presses to dewater solids.					
This project will add a new centrifuge system and keep the 2 screw presses as a backup. The centrifuge has a capacity of 300 gpm.					
A new sludge feed pump will be provided to replace the existing pump and will; be used to feed either the centrifuge or the screw presses.					
A new polymer system will be provided with the centrifuge.					
SITE LOCATION: Sundance WRF, 21760 W Watkins Street, Buckeye, AZ 85326 (Name, Address, City, State, ZIP Code)					SITE PARCEL NUMBER(S): 504-21-921A
SITE GPS COORDINATES:		Latitude (N): 33 25'31"	Longitude (W): 112 31'06"	Height (Feet): 1010	
QUANTITIES: (List the quantities for each component type applicable to the project)					
_____ Blending System(s)		_____ Metering Station(s)		_____ Storage Tank/Reservoirs/Basin(s)	
_____ Booster Pump Station(s)		_____ Odor Control System(s)		_____ Transfer Valve Station(s)	
_____ Disinfection System(s)		_____ Pipeline (Quantity=Number of Connections)		_____ Treatment Facility: < 0.1 MGD	
_____ Effluent Disposal System(s)		_____ Point-Of-Use Treatment System(s)		_____ Treatment Facility: 0.1 - 1.0 MGD	
_____ Force Main (Quantity=Number of Connections)		_____ Pressure Reducing Valve Station(s)		_____ Treatment Facility: > 1.0 MGD	
_____ Gravity Sewer (Quantity=Number of Connections)		_____ Recharge/Recovery Facility/System(s)		_____ Water Quality Monitoring Station(s)	
_____ Intake/Turnout/Diversion/Outfall Structure(s)		_____ Reuse Facility/System(s)		_____ Well(s)	
_____ Lift Station(s)		_____ Storage Tank/Reservoirs/Basin(s)		_____ Experimental Project	
_____ Other Component(s): _____					
2. PERMIT/SYSTEM INFORMATION:					
MCESD PERMIT NUMBER: 3702			☐ NEW PERMIT REQUIRED		
SYSTEM ID #: AZ - 04 - 37 - 028			SYSTEM NAME: SUNDANCE WATER RECLAMATION FACILITY		
OTHER PERMITS: (Check each category where a new or modified permit is required for this project)					
☒ ADEQ AZPDES Permit		☐ ADWR U/G Storage Facility Permit		☐ Municipal/Public Utility Pretreatment Permit	
☒ ADEQ Aquifer Protection Permit		☐ ADWR Water Storage Permit		☐ MCPDD Special Use Permit	
☒ ADEQ Reclaimed Water Permit		☐ ADWR Recovery Well Permit		☐ Other: _____	
3. DOCUMENTS: (Check each applicable document type being submitted for this project – * items are usually required to be submitted for an ATC)					
☒ Design Report*		☐ Master Plan		☐ Water Quality Analysis Report	
☒ Design Drawings*		☐ Pilot Testing Plan		☐ Remediation Plan	
☒ Technical Specifications*		☐ Pilot Testing Results		☐ Closure Plan	
☐ Engineering Calculations		☐ Startup Testing Plan		☐ Copies of Permits/Certificates	
☒ Manufacturer's Documentation		☐ Startup Testing Results		☐ Recorded Legal Easements/Documents	
☐ Operations & Maintenance Manual		☐ Operational Log/Report		☐ Signed Service or Extension Agreements	
☐ Certificate of Completion		☐ Disinfection Test Results		☐ Sewer Capacity Letter	
☐ Other: _____					
COMMENTS:					



**APPLICATION FOR APPROVAL TO CONSTRUCT
WATER OR WASTEWATER TREATMENT, RECLAIMED WATER OR REUSE FACILITIES**

4. PROJECT OWNER: (Required)			
FIRM:			
Company: City of Buckeye		Department: Construction and Contracting Division	
CONTACT PERSON:			
Name: Chris Rosetti		Title: Project Manager	
Telephone: 623-349-6269	Mobile: 623-262-4127	Facsimile:	
E-mail: crosetti@buckeyeaz.gov		Website:	
ADDRESS:			
Line 1: 530 Monroe Avenue			
Line 2:			
Line 3:			
City: Buckeye	State: AZ	ZIP Code: 85326	Country: USA
COMMENTS:			
5. BILLING ADDRESS: (Required)			Same As: ☒ Project Owner
FIRM:			
Company:		Department:	
CONTACT PERSON:			
Name:		Title:	
Telephone:	Mobile:	Facsimile:	
E-mail:		Website:	
ADDRESS:			
Line 1:			
Line 2:			
Line 3:			
City:	State:	ZIP Code:	Country:
COMMENTS:			
6. LICENSED PROFESSIONAL: (Required unless the project's constructed value < \$12,500)			☐ Not Applicable
FIRM:			
Company: Wood E&IS	Department: Water/Wastewater	AZ License # 10125	
RESPONSIBLE ENGINEER/ARCHITECT:			
Name: Tim LeClair	Title: Senior Project Manager	AZ License # 43824	
Telephone: 602-733-6125	Mobile: 480-703-2822	Facsimile:	
E-mail: timothy.leclair@woodplc.com		Website:	
ADDRESS:			
Line 1: 4600 E Washington Street			
Line 2: Suite 600			
Line 3:			
City: Phoenix	State: AZ	ZIP Code: 85034	Country: USA
COMMENTS:			



**APPLICATION FOR APPROVAL TO CONSTRUCT
WATER OR WASTEWATER TREATMENT, RECLAIMED WATER OR REUSE FACILITIES**

7. MAILING ADDRESS: Same As: ☒ Project Owner ☐ Billing Address ☐ Licensed Professional ☐ System Owner ☐ Applicant				
FIRM:				
Company:			Department:	
CONTACT PERSON:				
Name:			Title:	
Telephone:	Mobile:		Facsimile:	
E-mail:			Website:	
ADDRESS:				
Line 1:				
Line 2:				
Line 3:				
City:		State:	ZIP Code:	Country:
COMMENTS:				
8. SYSTEM OWNER: Same As: ☒ Project Owner ☐ Billing Address ☐ Licensed Professional ☐ Mailing Address ☐ Applicant				
FIRM:				
Company:			Department:	
CONTACT PERSON:				
Name:			Title:	
Telephone:	Mobile:		Facsimile:	
E-mail:			Website:	
ADDRESS:				
Line 1:				
Line 2:				
Line 3:				
City:		State:	ZIP Code:	Country:
COMMENTS:				
9. APPLICANT: Same As: ☐ Project Owner ☐ Billing Address ☒ Licensed Professional ☐ Mailing Address ☐ System Owner				
FIRM:				
Company:			Department:	
CONTACT PERSON:				
Name:			Title:	
Telephone:	Mobile:		Facsimile:	
E-mail:			Website:	
ADDRESS:				
Line 1:				
Line 2:				
Line 3:				
City:		State:	ZIP Code:	Country:
COMMENTS:				

Environmental Services Department
Water and Waste Management Division
501 North 44th St., Suite 200
Phoenix, AZ 85008



Water and Wastewater Treatment Program
Telephone: (602) 372-2861
Facsimile: (602) 506-6925
E-mail: WWM_TPP@mail.maricopa.gov

APPLICATION FOR APPROVAL TO CONSTRUCT WATER OR WASTEWATER TREATMENT, RECLAIMED WATER OR REUSE FACILITIES

10. PERSONS AUTHORIZING THE PROJECT: (Required)			
SYSTEM OWNER'S REPRESENTATIVE:			
Name: Chris Rosetti		Title: Project Manager	
Signature:		Date: 11/23/20	
PROJECT OWNER'S REPRESENTATIVE: Same As: ☒ System Owner			
Name:		Title:	
Signature:		Date:	
11. FINANCIAL RESPONSIBILITY STATEMENT: (Required)			
By signing and submitting this application, I acknowledge my responsibility to reimburse Maricopa County for any and all reasonable costs incurred in processing this application, even if an approval or permit is never issued. Should I decide to cancel this application at any time after submitting it, I will immediately notify Maricopa County in writing of my intent to cancel. Such notification will not relieve me of my responsibility to reimburse Maricopa County for application processing costs incurred up to and including the date that my written cancellation notice was received by Maricopa County.			
Name: Chris Rosetti		Title: Project Manager	
Signature:		Date: 11/23/20	
12. CONSTRUCTION AGREEMENT: (Required)			
The undersigned hereby agrees to construct the drinking water, reclaimed water, reuse and/or wastewater facilities/systems according to the approved plan documents.			
PROJECT OWNER'S REPRESENTATIVE:			
Name: Chris Rosetti		Title: Project Manager	
Signature:		Date: 11/23/20	
Estimate Construction Start Date: Dec 2020		Estimate Construction End Date: Jun 2021	
13. CORRESPONDENCE ROUTING:			
☒ Copy Project Owner on Approvals		☒ Copy Licensed Professional on Approvals	
☐ Copy Billing Address on Approvals		☐ Copy Mailing Address on Approvals	
☐ Other: _____		☐ Copy System Owner on Approvals	
		☐ Copy Applicant on Approvals	

FOR INTERNAL USE ONLY			
Date Submitted: _____	Project Number: _____	Reviewer: _____	Fees Paid: ☐

Maricopa County

501 North 44th St
Suite 200
Phoenix, AZ 85008
602-506-3301

Cntr **784** 07/07/21-A 2:37pm
Guests 1 GS Table (STANDEE)
Reference# 26931910784

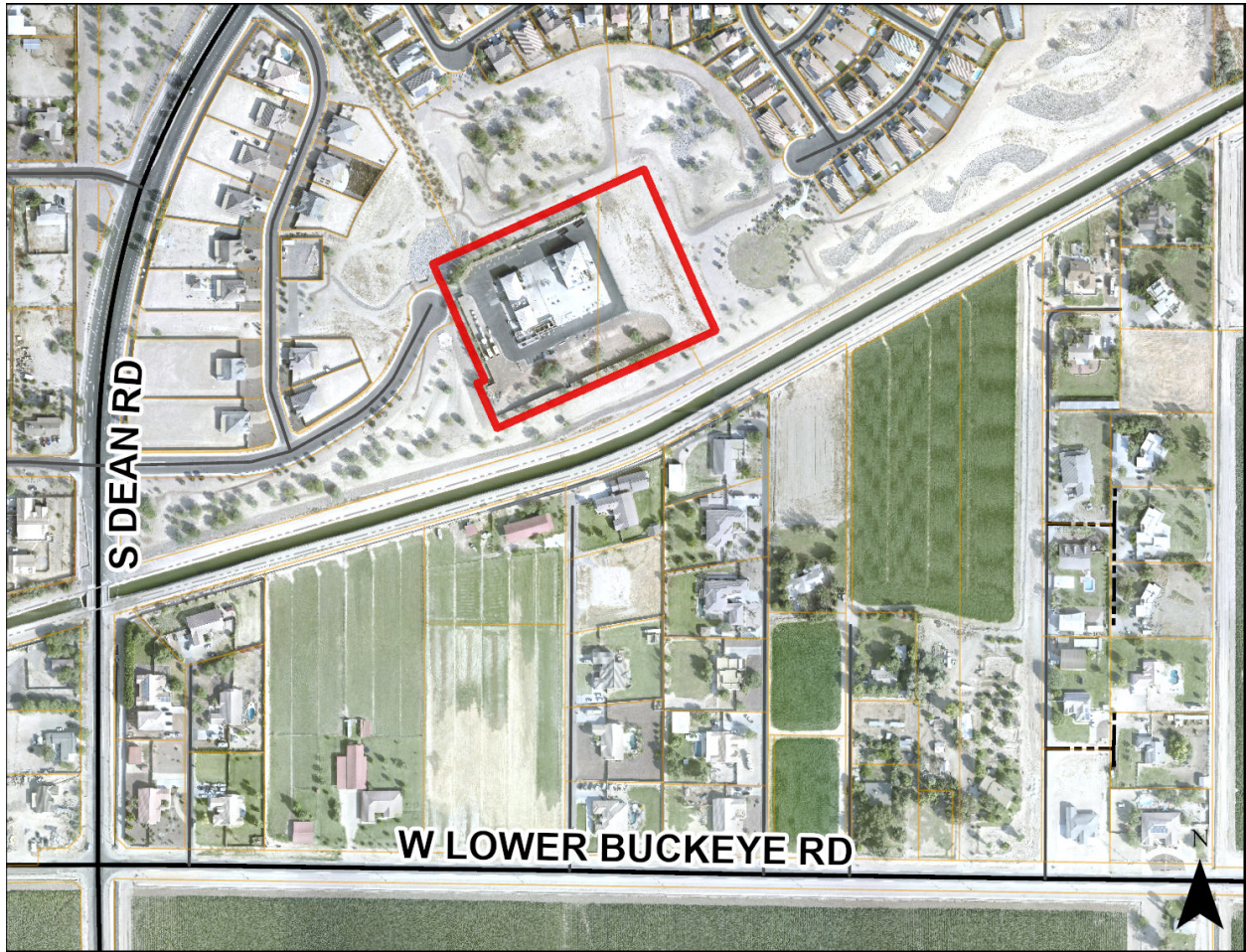
1..Treatment Plant>1MGD#110297 3000.00
| 37-028

Items 3000.00
Tax .00

TOTAL 3000.00

1.MC/xxxxxxxxxxxx8493/XXXX M A:94075P
4926 07/07 14:37 3000.00

Customer Copy



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

MEETING DATE: 10/05/21	AGENDA ITEM: 6.D. Miller Road/Broadway Road Intersection Improvements.
DATE PREPARED: 09/30/21	DISTRICT NO.: 3
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 Construction Contract (No. 2022002) between the City of Buckeye, an Arizona municipal corporation, and A J P Electric, Inc., an Arizona corporation, for labor, materials, equipment and services required to complete the intersection improvements at Miller Road and Broadway Road; and authorizing the Mayor to execute and deliver said contract 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, improvements will be made to the intersection of Miller Road and Broadway Road due to traffic volumes that have and will continue to increase. As part of the Capital Improvement Program, this contract will include a traffic signal to include the roadway geometric layouts for interim left turn and shared through/right turn lanes at each approach to the project intersection. The pavement will be tapered to match the existing roadway conditions on each interaction leg. Dual pedestrian ramps will also be included. The Construction and Contracting Division issued an Invitation for Bid on 8/5/21. A virtual Pre-bid meeting was held on 8/17/21 with 10 people in attendance. Bids were due on 9/2/21 at 3 p.m. and 4 bids were received. The following bids were received:

1. Nesbitt Contracting \$4,000,000.00
2. Combs Construction Company \$3,888,358.70
3. B&F Contracting \$3,414,383.45
4. A J P Electric, Inc. \$2,861,559.50

After review of the bids for responsive and reasonableness, the lowest bidder was determined to be A J P Electric, Inc.

BENEFITS:

Improvements to the intersection will allow for better traffic flow and help with further City growth.

FUTURE ACTION:

None

FINANCIAL IMPACT STATEMENT:

This project will be paid by the current year's Capital Improvement Budget.
Munis Project Ledger CIP 2018020.

CURRENT FISCAL YEAR TOTAL COST:

\$2,861,559.50

BUDGETED:

Yes

FISCAL YEAR:

FY2022

FUND/DEPARTMENT:

50213170-543067 (CIP 2018020)

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

ATTACHMENTS:

[MAP.pdf](#)

[AJP Electric, Inc..pdf](#)



**CONSTRUCTION CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
A J P ELECTRIC, INC.**

Contract No. 2022002

THIS CONTRACT is entered into by and between the CITY OF BUCKEYE, an Arizona municipal Corporation ("City") and A J P Electric, Inc., an Arizona corporation ("Contractor"). The terms of this Contract are to be construed consistently with the other Contract Documents enumerated in Article 1 of the General Conditions of the Construction Contract.

In consideration of the mutual promises of the parties, the City and the Contractor agree as follows:

1. THE WORK: The Contractor shall furnish all labor, materials, equipment and services required to complete the intersection improvements on Miller Road and Broadway Road.
2. CONTRACT TIME: The Contractor shall commence the Work only if and when directed in a written Notice to Proceed signed by the City. The Work shall be substantially completed within **One Hundred Eighty (180) 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 **\$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.
3. CONTRACT PRICE: Subject to increases and decreases for Change Orders in accordance with the Contract Documents, the City shall pay to the Contractor the following Contract Price, in progress payments as provided in the Contract Documents: Two Million, Eight Hundred Sixty One Thousand, Five Hundred Fifty Nine Dollars and fifty cents (\$2,861,559.50).
4. SUPPLEMENTAL TERMS AND CONDITIONS: The following supplemental terms and conditions and/or documents are part of this Contract:

- A. General Conditions of the Construction Contract.
- B. Special Provisions.
- C. Contractor Bid Forms.
- D. Construction Project Drawings.
- E. Payment and Performance Bonds.

IN WITNESS WHEREOF, the City of Buckeye by its Mayor and City Clerk have hereunto subscribed their names this _____.

CITY OF BUCKEYE:

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

CONTRACTOR:

A J P ELECTRIC, INC.

Anna Paganik

Anna Paganik, President

EXHIBIT A
GENERAL CONDITIONS

**GENERAL CONDITIONS
TABLE OF CONTENTS**

ARTICLE	DESCRIPTION	PAGE NO.
ARTICLE 1	GENERAL DEFINITIONS	5
ARTICLE 2	INTENT	5
ARTICLE 3	CONTRACTOR	6
ARTICLE 4	OTHER CONTRACTORS AND COOPERATION	6
ARTICLE 5	SITE CONDITIONS AND ENVIRONMENTAL MATTERS.....	7
ARTICLE 6	PRODUCT SAMPLES, TESTS, AND CERTIFICATES	12
ARTICLE 7	AS-BUILT DRAWINGS.....	13
ARTICLE 8	SUPERINTENDENCE BY THE CONTRACTOR	13
ARTICLE 9	SUBCONTRACTS.....	14
ARTICLE 10	COMMUNICATIONS.....	14
ARTICLE 11	PERMITS, TAXES AND FEES.....	15
ARTICLE 12	INSURANCE	15
ARTICLE 13	INDEMNIFICATION	18
ARTICLE 14	PROGRESS AND SCHEDULING	18
ARTICLE 15	DAILY LOG.....	19
ARTICLE 16	MISCELLANEOUS DUTIES.....	19
ARTICLE 17	INSPECTION OF WORK	21
ARTICLE 18	CORRECTION OF WORK.....	22
ARTICLE 19	DELAYS AND TIME EXTENSIONS.....	23
ARTICLE 20	SUSPENSION OF WORK	25
ARTICLE 21	RIGHT TO STOP WORK.....	25
ARTICLE 22	CHANGES	25
ARTICLE 23	PAYMENT.....	27
ARTICLE 24	WARRANTY	28
ARTICLE 25	SUBSTANTIAL COMPLETION.....	29
ARTICLE 26	FINAL INSPECTION	30
ARTICLE 27	ASSIGNMENT OF CLAIMS	30
ARTICLE 28	DISPUTES	30
ARTICLE 29	FORUM	30
ARTICLE 30	TERMINATION BY THE CITY	31
ARTICLE 31	TERMINATION FOR CAUSE	31
ARTICLE 32	TERMINATION FOR CONVENIENCE OF THE CITY.....	33
ARTICLE 33	ASSIGNMENT OF CONTRACT	33
ARTICLE 34	LAW TO GOVERN.....	33
ARTICLE 35	E-VERIFY.....	33
ARTICLE 36	COMPLIANCE WITH FEDERAL IMMIGRATION LAWS & REGULATIONS.....	34
ARTICLE 37	ISRAEL.....	34

GENERAL CONDITIONS

ARTICLE 1 GENERAL DEFINITIONS

"Addenda" means clarifications or changes in the Work provided to bidders in writing prior to the public bid on the Contract.

"Contract Documents" or "Contract" means the Construction Contract Between City and Contractor, the General Conditions of the Construction Contract, any Supplemental Conditions of the Construction Contract, the Drawings, the Specifications, the Performance and Payment Bonds, the Project Manual, Addenda and Modifications.

"Date of Substantial Completion" shall be the date certified by the City that the work is in the Condition defined herein as substantial completion.

"Day" means calendar day unless specifically otherwise provided herein or by law.

"Modifications" means Change Orders signed by the City, or other written amendments signed by both the City and the Contractor at or after the execution of the Contract, or the City's written interpretations or directions for minor changes in the Work. A "minor change" is defined as one having no impact on cost or time or the City's approved design intent, as determined by the City.

"Project" means all components of the improvements to be constructed for the City, regardless of whether the Work is all or only a part.

"Project Manual" means the written volume so titled which includes the bid documents, sample forms, specifications, and description of the project.

"Substantial Completion" means the Contractor's work is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the work or designated portion thereof for the use for which it is intended.

"Work" consists of all labor (including supervision), materials, equipment, supplies and other items reasonably required to construct all or a portion of the Project according to the Contract Documents.

ARTICLE 2 INTENT

A. The Contract represents the entire and integrated agreement between the City and the Contractor, and it supersedes all prior oral or written negotiations, representations or agreements. The Contract may only be changed by written modifications, and the Contractor understands and agrees that if the Contractor proceeds with any work upon verbal request only, Contractor is agreeing by his conduct that such work, or change in the work, constitutes a minor change.

B. The Contract Documents are to include all items reasonably necessary to construct the Work, expressly or by inference. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

ARTICLE 3 CONTRACTOR

A. The Contractor is the individual or legal entity identified in the Contract Documents who is licensed to perform the Work under the laws of the State of Arizona. The Contractor shall only use duly licensed Subcontractors in connection with the Work, subject to the provisions for City approval contained in the Contract Documents.

ARTICLE 4 OTHER CONTRACTORS AND COOPERATION

A. The City reserves the right to award other contracts related to the Project, or to perform certain work itself. Such other work may or may not be known to the City or disclosed to the Contractor prior to bidding this project. The Contractor shall afford the City and other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly coordinate its Work with theirs in such manner as the City may direct. The Contractor shall also assure at its own cost reasonable access of other contractors to the site and their work.

B. Upon request of the Contractor, the City will provide the Contractor with a copy of all plans, specifications, schedules and other data relating to other contracts or work. The Contractor shall thoroughly examine these documents and shall within three (3) days of completing such examination notify the City in writing of any conflicts with the Work to be performed by the Contractor. In no event shall such notice be given so late as to interfere with or delay the work to be performed by the Contractor. Failure of the Contractor to request, review, or provide written notice as provided above shall constitute a waiver of any objections or claims the Contractor may have as a result of the necessity to coordinate the Contractor's work with other activities.

C. Should the Contractor sustain any damage through any act or omission of any other contractor, Contractor shall have no claim or cause of action against the City for such damage and hereby waives any such claim. The Contractor does not waive any claim or cause of action against any other contractor or subcontractor to recover any and all damages sustained by reason of the acts or omissions of such other contractor. The phrase "acts or omissions" as used in this section shall be defined to include, but not be limited to, any reasonable delay on the part of any such other contractor, whether due to negligence, gross negligence, inadvertence or any other cause.

D. Should the Contractor cause damage to the work or property of any other contractor or of the City, the Contractor shall upon receiving due notice, promptly attempt to settle with such other contractor by agreement, repair or otherwise to resolve the dispute. If such separate contractor sues or initiates a proceeding against the City on account of any damage alleged to

have been caused by the Contractor, the City shall notify the Contractor who shall, to the furthest extent permitted by law, indemnify and hold harmless for, from, and against defend such proceedings, and if any judgment or award against the City arises there from the Contractor shall pay or satisfy it and shall reimburse the City for all attorney's fees and court or other costs which the City has incurred.

ARTICLE 5

SITE CONDITIONS AND ENVIRONMENTAL MATTERS

A. The Contractor shall thoroughly acquaint himself with all available information concerning the conditions of the Work and is responsible for correctly and fully estimating the difficulty and cost of successfully performing the Work.

B. The Contractor agrees that it has thoroughly examined the site, plans and specifications, boring data and all other soils information and as-built data made available and by submission of the bid herein avows that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or existing obstacles to be encountered. The Contractor acknowledges that boring data and other soils information and as-built data made available is only a general indication of materials and/or conditions likely to be found adjacent to holes bored or in existing structures or facilities or other areas. If the Contractor determines that the information is erroneous, inadequate or ambiguous, it shall immediately report its conclusions to the City in writing. If the Contractor determines that the information is erroneous, inadequate, or ambiguous, and after reporting its conclusions to the City, remains dissatisfied or uninformed, the Contractor shall refrain from submitting a bid, or if the Contractor does submit a bid, the Contractor shall be deemed to have waived any claim it may have as the result of the alleged erroneous, inadequate or ambiguous information.

C. The Contractor shall immediately, and before such conditions are disturbed, notify the City in writing of:

1. Subsurface or latent physical conditions encountered at the site which differ materially from those indicated in the Contract and which were not known by the Contractor or could not have been discovered by careful examination and investigation of the information available at bid time and which could adversely affect the timely performance of the Work or its cost; or

2. Unknown and unexpected physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered in the locale or generally recognized as inherent in Work of the character provided for in the Contract.

D. The City shall within ten (10) days, or such other reasonable time as necessary, investigate the conditions discovered. If the City find that conditions are so materially different as to support an equitable adjustment in the Contract Price or the Contract Time, this will be done by written Change Order. If the City determine that no Change Order will be issued, the Contractor shall continue with the Work at no additional cost and under no change in Contract Time.

E. No claim by the Contractor for an increase in the Contract Price or Contract Time hereunder shall be allowed without proper advance notice and an adequate opportunity for the City to investigate.

F. Environmental Matters: Contractor shall provide or cause to be provided a copy of this Section (Environmental Matters) to each Subcontractor and each Sub-subcontractor participating in the Work.

1. Definitions. The following terms will have their respective designated meanings:

“Environmental Law” means any and all laws, ordinances, regulations, rules and administrative and court decisions (federal, state and local) now or hereafter in effect and as in effect from time to time and as amended from time to time pertaining to environmental conditions or to protection or regulation of the environment (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.); the Resource Conservation and Recovery Act of 1976 and the Solid Waste Disposal Act (42 U.S.C. 6901, et seq.); the Toxic Substances Control Act of 1976 (15 U.S.C. Section 2601, et seq.); the Superfund Amendments and Reauthorization Act of 1986, Title III (42 U.S.C. Section 11001 et seq.); the Clean Air Act (42 U.S.C. Section 7401, et seq.); the Federal Water Pollution Control Act (33 U.S.C. Section 1251, et seq.); the Safe Drinking Water Act (42 U.S.C. Section 300f, et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101, et seq.); the Oil Pollution Act (33 U.S.C. Section 2701 et seq.); the Arizona Environmental Quality Act (Arizona Revised Statutes Section 49-101, et seq.); the Arizona Underground Storage Tank Act (A.R.S. Section 49-1001, et seq.); the Arizona Water Quality Assurance Revolving Fund Act (A.R.S. Section 49-281, et seq.) and any successor statutes to the foregoing and any regulations, rules or guidelines promulgated pursuant thereto.)

“Hazardous Substance” means any of the following: (i) any petroleum, oil, gasoline, kerosene, other petroleum product, flammable substance, volatile organic compound, volatile solvent, explosive, asbestos, polychlorinated biphenyl, dioxin, toxic herbicide or pesticide, radioactive material, radon gas and materials containing formaldehyde; (ii) any material, substance or waste now or hereafter defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “extremely hazardous substances,” “restricted hazardous wastes,” “toxic substances,” “regulated substances,” “solid wastes,” “pollutant,” or “contaminant” or words of similar import in any Environmental Law; (iii) any other material, substance or waste now or hereafter classified or regulated as “hazardous” or “toxic” under any Environmental Law; (iv) any material, substance or waste now or hereafter listed in the United States Department of Transportation Table (49 CFR 172.101) or classified by the United States Environmental Protection Agency as “hazardous” (40 CFR Part 302) or in any successor or replacement tables or classifications as in effect from time to time; and (v) any Hazardous Waste.

“Hazardous Waste” means “hazardous waste”, as defined in the Resource Conversation and Recovery Act of 1976 and the Solid Waste Disposal Act (42 U.S.C. 6901 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto as in effect from time to time (including, without limitation, any such waste resulting from removal of, demolition of, modifications of or additions to part or all of any existing structure, facility or equipment).

“Contractor Hazardous Waste” means any Hazardous Waste arising during or from the Work that is generated by the acts or omissions of Contractor, a Subcontractor or any Sub-subcontractor (including, without limitation, a Contractor Release) and that is not City Hazardous Waste.

“City Hazardous Waste” means Hazardous Waste (i) that consists of Hazardous Substances in any existing structure, facility or equipment on City’s property or otherwise present on City’s property at commencement of the Work, and (ii) that has become Hazardous Waste due to any part of the Work. However, City Hazardous Waste does not include any Hazardous Substance that has become a Hazardous Waste due to any Contractor Release.

“Project Hazardous Waste” means any Hazardous Waste arising on City’s property from the Work (including, without limitation, Contractor Hazardous Waste and City Hazardous Waste), regardless of: (a) whether generated by the acts or omissions of City, Contractor, a Subcontractor or a Sub-subcontractor; (b) whether it consists of Hazardous Substances that were on or in City’s property at commencement of the Work and that have become Hazardous Waste in the course of the Work; and (c) whether it consists of Hazardous Substances that are brought on to City’s property for or during the Work by Contractor, a Subcontractor or a Sub-subcontractor and that have become Hazardous Waste in the course of the Work.

“OSHA” means the Federal Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto as in effect from time to time.

“Release” means any discharging, disposing, dumping, emitting, emptying, escaping, injecting, leaching, leaking, pouring, pumping, releasing, spilling, or similar action or event.

“Contractor Release” means a Release of a Hazardous Substance (including, without limitation, Hazardous Substances that were on or in City’s property at commencement of the Work) arising from acts or omissions of Contractor or any Subcontractor or Sub-subcontractor or their employees or workers. However, Contractor Release does not include Releases of pre-existing Hazardous Substances on City’s property of which City had not made Contractor aware and as to which Contractor, Subcontractors and Sub-subcontractors acted reasonably.

G. General Requirements.

1. Compliance with Environmental Law and OSHA. Contractor shall comply with, and shall cause all Subcontractors and Sub-subcontractors to comply with, this section and with all Environmental Law and OSHA applicable to (i) Contractor, (ii) Subcontractors, (iii) Subsubcontractors, (iv) the Work and (v) all of their activities in respect of the Work.

2. Hazardous Substances. (i) Hazardous Substances may be transported to and from and stored, used and be present on City’s property in such quantities as are generally recognized to be usual and customary for performance of the Work. (ii) Hazardous Waste may be generated on City’s property of such kinds and in such quantities as are generally recognized to be usual and customary in connection with performance of the Work. Hazardous Waste so generated may be stored temporarily on City’s property. (iii) Prior to final completion of the Work, Contractor shall remove or cause to be removed from City’s property and disposed of in

accordance with Environmental Law and OSHA any Hazardous Substances (other than Project Hazardous Waste) brought onto City's property during the Work or used in connection with the Work. (iv) Other than as provided in (i), (ii) and (iii), Contractor shall not, and Contractor shall cause all Subcontractors and Sub-subcontractors to not, dispose of, generate, manufacture, process, produce, Release, treat or otherwise store, use or have in or on or transport to or from City's property any Hazardous Substance, regardless of whether the Hazardous Substance is preexisting on City's property or otherwise.

3. Releases of Hazardous Substances. Upon any Release of any Hazardous Substance in connection with the Work, whether relating to a pre-existing condition on City's property (for example, arising from any demolition of, modification of, or addition to any structure, facility or equipment) or relating to acts or omissions of Contractor, a Subcontractor or a Sub subcontractor, Contractor shall take any immediate action reasonably necessary to contain the Release. City may elect to have Contractor control and carry out any containment, clean-up, removal and remediation activity. Alternatively, City shall have the right to elect to control and carry out any containment, clean-up, removal and remediation activity. Regardless of who takes the actions, Contractor shall absorb, without reimbursement from City, all costs and expense incurred by Contractor in connection with any Contractor Release. In addition, Contractor shall pay or reimburse City for all costs and expenses incurred by City relating to any Contractor Release. If the amount is not paid promptly, City may offset the amount against any amount payable by City to Contractor under the Contract Documents or otherwise. Remediation, removal, and other cleanup action arising from any Release shall be in full compliance with Environmental Law and OSHA and shall be subject to approval by City. In addition, City may require remedial, removal or other cleanup action in excess of applicable minimum requirements of Environmental Law and OSHA (A) as reasonably necessary or appropriate in the judgment of City to permit human use and habitation of City's property and to permit use of City's property, and (B) as reasonably consistent in the judgment of City with such habitation and uses.

4. Hazardous Waste. City will arrange for handling, storage and disposal of any Project Hazardous Waste. On an interim basis until City can make arrangements, Contractor shall assure proper handling (including, without limitation, segregation from waste that is not Hazardous Waste) and storage of Project Hazardous Waste in full compliance with Environmental Law and OSHA. Contractor shall pay all of City's expenses of storing, handling and disposing of Contractor Hazardous Waste. City will deliver a statement to Contractor showing City's expenses, and Contractor will promptly pay such amount to City. If the amount is not paid promptly, City may offset the amount against any amount payable by City to Contractor under the Contract Documents or otherwise.

5. Notifications to City. Contractor shall notify City's Project Manager immediately upon occurrence of any of the following: (i) any discovery by Contractor, a Subcontractor or any Sub-subcontractor of any Hazardous Substance in any existing structure, facility or equipment on City's property. (ii) any Release of any Hazardous Substance on City's property in connection with the Work; (iii) the creation or generation of any Hazardous Waste resulting from the Work (including, without limitation, Hazardous Waste arising from the removal of, demolition of, modification of, or addition to any existing structure, facility or equipment); (iv) the need for any remediation or removal of any Hazardous Substance relating to the Work whether relating to a pre-existing condition on City's property or to acts or omissions of Contractor, a Subcontractor

or a Sub-subcontractor; or (v) any claim, demand, inquiry, investigation, litigation or other action or proceeding by any governmental authority or other person relating to any Hazardous Substance, Hazardous Waste, Environmental Law or OSHA relating to the Work. Except for immediate action to contain any Release of any Hazardous Substance and except for interim handling and storage of Project Hazardous Waste, Contractor shall not take any action as to any matter in (i), (ii), (iii), (iv) or (v) without the prior written approval of City and City shall have the right to elect to control and carry out any such action or matter.

6. Other Asbestos. Contractor and each Subcontractor and Sub-subcontractor to comply with all requirements of Environmental Law and OSHA concerning any other asbestos in the Work area.

H. Construction Site Safety Requirements: Contractor shall have sole responsibility and liability for construction site safety. Without limiting other actions in this regard, Contractor shall, and shall cause each Subcontractor and Sub-subcontractor to, comply with worker health and safety requirements in Environmental Law and OSHA. In addition, Contractor shall take all reasonable necessary and appropriate steps to assure the health and safety of persons occupying any part of the facility in which the Work site is located or in the vicinity of or passing by the Work site and shall also take all reasonable necessary and appropriate steps to protect from damage or destruction the property of City and other persons in any part of the Facility in which the Work site is located or in the vicinity of or passing by the Work site. Among other actions in this regard Contractor shall comply with the requirements of the applicable fire code.

I. Environmental, Health and Safety Concerns by Contractor, Subcontractors or Subsubcontractors. If in the course of the Work, any environmental, health or safety concern exists or arises, whether relating to a Hazardous Substance, OSHA or otherwise, then the Work activities related to the concern must be discontinued until the concern is resolved. This means prior to disturbing a suspected Hazardous Substance or otherwise interacting with a potential health or safety hazard. The City's Project Manager must be notified immediately of the concern. Work shall not resume until approval has been provided by City. Close coordination will be maintained between City and Contractor so the Project schedule is impacted the least amount possible.

J. Scope of Indemnity. The indemnity in Article 13 of this Contract includes any claim by any person and City's attorneys' fees and other costs and expenses in defending any claim by any person that City is responsible or liable for any of the following arising from the acts or omissions of Contractor, any Subcontractor, any Sub-subcontractor or any of their employees or other workers relating to the Work: (i) any violation of Environmental Law or OSHA; (ii) any failure by Contractor, any Subcontractor or any Sub-subcontractor to perform or comply with any obligation or requirement in this Article, (iii) any Contractor Release of any Hazardous Substance; (iv) any improper disposition of any Hazardous Substance or Hazardous Waste; (v) any claim by any employee, agent, independent contractor or other worker of Contractor, any Subcontractor or any Sub-subcontractor and any claim by any other person of personal injury, death or property damage arising from any Contractor Release of any Hazardous Substance or arising from any failure by Contractor, any Subcontractor or any Sub-subcontractor to comply with any Environmental Law or OSHA or this section.

ARTICLE 6
PRODUCT SAMPLES, TESTS, AND CERTIFICATES

- A. The Contractor shall furnish Product Samples of all items requested or required by the City. Product Samples shall be properly identified and submitted with such promptness as to cause no delay in Work or in the work of any other contractor and to allow time for consideration by the City. The City will review Product Samples.
- B. Each Product Sample must be accompanied by a letter of transmittal containing the following information:
1. Date of Submission
 2. Name of Project
 3. Location of Project
 4. Branch of Work (Specification Section Number)
 5. Project Number
 6. Name of Submitting Contractor
 7. Name of Subcontractor
- C. The Contractor shall furnish to the City a certificate stating that material or equipment submitted complies with Contract Documents. If a certificate originates with the manufacturer, the Contractor shall endorse it and submit it to the City together with a statement of compliance in its own name.
- D. No tests, inspections or approvals performed or given by the City or others acting for the City or any agency of Federal, State or Local government nor any acts or omissions by the City in administering this Contract shall relieve the Contractor from its duty to perform the Work in accordance with the Contract Documents and applicable law.
- E. Unless the City is authorized at the time of submittal to return samples at the Contractor's expense, rejected samples will be destroyed.
- F. After delivery of materials, the City may make such tests as it deems necessary, with samples required for such tests being furnished by and at the cost of the Contractor. Any test is for the benefit of the City and shall not relieve Contractor of the responsibility for providing quality control measurements to assure that Work strictly complies with the Contract Documents. No test shall be construed as implying acceptance of materials, work, workmanship, equipment, accessories or any other item or thing.
- G. On the basis of the test results, materials, workmanship, equipment or accessories may be rejected even though general approval has been given. If items have been incorporated in Work, the City shall have the right to cause their removal and replacement by items meeting Contract Document requirements or to demand and secure appropriate reparation to the City from the Contractor.

ARTICLE 7
AS-BUILT DRAWINGS

A. Prior to Substantial Completion, the Contractor shall complete and turn over to the City the As-Built Drawings. The As-Built Drawings shall consist of a set of drawings which indicate all field changes that were made to adapt to field conditions, changes resulting from contract Change Orders and all buried and concealed installation of piping, conduit and utility services. All buried and concealed items both inside and outside the facility shall be accurately located on the As-Built Drawings as to depth and in relationship to not less than two permanent features such as interior or exterior wall faces. The As-Built Drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color.

B. For any changes or corrections in the Work which are made subsequent to Substantial Completion, revisions shall be submitted to the City prior to Final Payment.

ARTICLE 8
SUPERINTENDENCE BY THE CONTRACTOR

A. The Contractor shall have a competent superintendent on the site at all times during the progress of the Work. Contractor's superintendent must be acceptable to the City. The superintendent shall have such assistants with such individual specialized competencies including, but not limited to, CPM scheduling, as may be necessary to fully understand and oversee all aspects of the Work. The superintendent and his assistants all shall be physically fit for their Work and capable of going to all locations where Work is being performed. A communication to the superintendent or his designated assistants by the City is binding upon the Contractor. The Contractor's superintendent shall be responsible for the prevention of accidents at the site. The Commercial Construction Safety Code of the Arizona Industrial Commission shall apply to all Work, and a copy of the Code shall be available at the site.

B. The Contractor shall at all times enforce strict discipline and good order among the workers on the Project and shall not employ or continue to employ any unfit person on the Project or any person not skilled in the work assigned to him. The Contractor shall be responsible to the City for all acts and omissions of its employees, Subcontractors, Suppliers, anyone whom the Contractor may allow to perform or inspect or supervise any Work, and their agents and employees together with anyone whom the Contractor may allow to come on the Project site. In addition, if the Contractor receives written notice from the City to dismiss those subcontractors or employees or one who is a hindrance to proper or timely execution of the Work, the Contractor shall dismiss those employees and agrees to replace those dismissed without delay to the Project and at no additional cost to the City.

C. The Contractor shall competently and thoroughly direct and superintend all of the Work and shall be solely responsible for all construction safety, means, methods, techniques, sequences and procedures. It shall coordinate and schedule all Work under this contract, the performance of all its employees, Subcontractors, and Suppliers, and the timely procurement of all necessary labor, materials, equipment, supplies, and all else needed to do the Work.

ARTICLE 9 SUBCONTRACTS

A. The Contractor shall supply with its bid to the City a written list of all proposed subcontractors and suppliers. The City will promptly reply to the Contractor in writing stating whether the City, after due investigation, has any objection to any such proposed subcontractor or supplier. The Contractor shall not employ any subcontractor or supplier against whom the City has reasonable objection. If, prior to the award of the Contract, the City has a reasonable objection to any subcontractor or supplier and refuses in writing to accept such person or organization, the apparent low bidder may, prior to the award, either withdraw his bid without forfeiture of bid security or may propose an acceptable substitution thereof provided that same results in no change in the bid price. Failure of the bidder to submit an acceptable substitute in a timely manner shall render its bid nonresponsive.

B. No substitution or change shall be made by the Contractor in the subcontractor/supplier list after its submission to the City without prior written approval by the City. Unapproved or untimely substitutions may be cause for invalidation of the Contractor's bid in the City's discretion, thereby rendering the Contract voidable.

C. All work performed for the Contractor by a subcontractor shall be pursuant to an appropriate written agreement which specifically binds the subcontractor to all applicable terms and conditions of the Contract Documents, but no contractual relationship shall exist between any subcontractor or supplier of any tier and the City, unless the City invokes the assignment provisions of the following subsection. Upon request, the Contractor shall provide fully executed copies of any subcontracts and purchase orders to the City.

D. The Contractor hereby assigns to the City (and its assigns) all its interest in any subcontracts and purchase orders now existing or hereinafter entered into by the Contractor for performance of any part of the Work, which assignment will be effective upon termination of the Contract by the City and only as to those subcontracts and purchase orders which the City assumes in writing. All subcontracts and purchase orders shall provide that they are freely assignable by the Contractor to the City and its assigns. Such assignment is part of the consideration to the City for entering into this Contract with the Contractor and may not be withdrawn prior to final completion.

E. The City may require each proposed subcontractor whose subcontract will exceed \$100,000.00 to furnish a performance bond and a payment bond on City-approved forms in the full amount of its subcontract. The City will reimburse the Contractor for the documented cost of the subcontractor's performance bond premiums in the event the City requires such bonds by the subcontractor.

ARTICLE 10 COMMUNICATIONS

A. All project notices, requests, instructions, modifications, approvals, and claims must be in writing, unless expressly specified otherwise in the Contract.

B. Communications will be deemed to have been made if delivered in person or if mailed to the address designated in the Contract or otherwise agreed upon by the parties.

ARTICLE 11 PERMITS, TAXES, AND FEES

A. The Contractor shall secure and pay for any necessary building permits and for all other permits, fees, licenses and inspections necessary for the proper execution and completion of the Work, and shall immediately deliver copies to the City. The Contractor shall be responsible for complying with all applicable Federal, State and local laws, codes, notice requirements, and regulations applicable to the site and prosecution of the Work. Contractor shall be responsible for and pay any costs associated with or arising from any non-compliance.

B. The Contractor shall pay all taxes for and related to the Work or its portion thereof which are legally enacted at the time bids are received, whether or not yet effective.

ARTICLE 12 INSURANCE

A. Insurance Requirements: Concurrently with the execution of the Contract, the Contractor shall furnish the City of Buckeye a certificate of insurance on a standard insurance industry ACORD form. The ACORD form shall be issued by an insurance company authorized to transact business in the State of Arizona.

B. Contractor, subcontractors and subconsultants shall 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.

C. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

D. The City 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, his agents, representatives, employees, subcontractors or subconsultants and Contractor is free to purchase such additional insurance as may be determined necessary.

E. Minimum Scope and Limits of Insurance. Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below. The Contractor waives all rights of subrogation under the following policies.

- (1) Commercial General Liability-Occurrence Form Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: "The City of Buckeye shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

The policy shall contain a waiver of subrogation against the City of Buckeye.

- (2) Automobile Liability- Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

The policy shall be endorsed to include the following additional insured language: "The City of Buckeye shall be named 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".

- (3) Workers Compensation and Employers Liability

<u>Workers Compensation</u>	<u>Statutory</u>
Employers' Liability	
Each Accident	\$ 1,000,000
Disease-Each Employee	\$ 1,000,000
Disease-Policy Limit	\$ 1,000,000

- (4) Umbrella/Excess Liability: Umbrella/Excess Liability insurance with a limit of not less than \$5,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above.

The policy shall contain a waiver of subrogation against the City of Buckeye.

F. Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

- (1) On insurance policies where the City of Buckeye is named as an additional insured, the City of Buckeye shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- (2) The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- (3) Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

G. Subconsultant's and Subcontractor's Insurance. Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. All coverages for

subcontractors and subconsultants shall be appropriate to cover all of its work performed herein.

H. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to:

Christopher A. Williams, Manager
Construction & Contracting Division
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

I. Acceptability of Insurers. Insurance is to be placed with insurers duly licensed in the State of Arizona and with an A. M. Best's rating of no less than A -. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

J. Verification of Coverage

(1) Contractor shall furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. *Any policy endorsements that restrict or limit coverages shall be clearly noted on the certificate of insurance.*

(2) All certificates and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to the earlier of commencement of work under this Contract or the signing of 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.

(3) All certificates of insurance required by this Contract shall be sent directly to the City of Buckeye, Manager, Construction & Contracting. The contract number and project description shall be included on the Certificates of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time.

K. Approval. Any modification or variation from the insurance requirements in this Contract shall be approved by the City, whose decision shall be final.

L. Liability Notwithstanding Insurance: Approval, disapproval or failure to act by Owner regarding any insurance supplied by Contractor or its Subcontractors shall not relieve the Contractor of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. Neither the bankruptcy or insolvency of Contractor's insurer nor any

denial of liability by Contractor's insurer shall exonerate Contractor from the liability or responsibility of Contractor set forth in this Contract.

ARTICLE 13 INDEMNIFICATION

A. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold Owner, its officers, agents and employees, harmless for, from and against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of this Contract, or by any negligent, grossly negligent or strictly liable act or omission of Contractor, its officers, agents, or employees, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of Owner, its officers, agents, employees or separate contractors. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE 14 PROGRESS AND SCHEDULING

A. Planning, scheduling and progress monitoring are essential functions of the Contractor. Within ten (10) days after the award of the Contract, the Contractor shall prepare and submit for the City a Schedule of Values allocating the Contract Price among the various portions of the Work for purposes of progress payments. The Schedule of Values shall be substantially equivalent to AIA Forms G702 and G703 or as specified by the City.

B. The Contractor shall also furnish the City with a Narrative Report corresponding with each monthly update which shall include a description of current and anticipated problem areas, delaying factors and their impact, fragmentary networks (fragnet) of delays, and an explanation of corrective action taken or proposed. If the Project is behind schedule in any month, the Contractor's Narrative Report shall indicate precisely what measurements it will take in the next thirty days to put the Work back on schedule.

C. The Contractor shall employ and supply a sufficient force of workers, material and equipment, and shall prosecute the Work with such diligence so as to maintain the rate of progress indicated on the Progress Schedule, to prevent work stoppage, and to ensure completion of the Project within the Contract Time.

D. The Contractor shall be responsible to prepare, submit and maintain the schedules and Narrative Reports indicated above, and the failure to do so may be considered a material breach of this Contract. Any additional or unanticipated cost or expense required to maintain the schedules shall be solely the Contractor's obligation and shall not be charged to the City.

ARTICLE 15

DAILY LOG

A. The Contractor shall maintain a daily log of construction activities for each calendar day of the Contract Time, using a form approved by the City. The Contractor shall document all activities at the Project site, including:

1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the job site, and any other weather conditions which adversely affect Work at the site;
2. Soil conditions which adversely affect Work at the site;
3. The hours of operation by Contractor and individual Subcontractor personnel;
4. The number of Contractor and Subcontractor personnel present and working at the site, by subcontract and trade, and updated schedule activity number.
5. The equipment active or idle at the site;
6. A description of the Work being performed at the site, by updated schedule activity number.
7. Any delays, disruptions or unusual or special occurrences at the site;
8. Materials received at job site; and
9. A list of all visitors at the site.

B. The Contractor shall provide copies of the daily logs to the City on a weekly basis. The daily log does not constitute written notice to the City when such notice is required by the Contract Documents.

ARTICLE 16

MISCELLANEOUS DUTIES

A. The Contractor shall submit to the City upon request all payrolls, reports, estimates, records and any other data concerning Work performed or to be performed and concerning materials supplied or to be supplied, as well as Subcontractor payment applications and each Subcontractor's progress payment check. The requirements of this subsection shall be provided in all contracts between the Contractor and its Subcontractors.

B. During construction and for five (5) years after Final Payment, the Contractor shall retain and shall also require all Subcontractors to retain for review and/or audit by the City all correspondence, meeting minutes, memoranda, electronic media, books, accounts, reports, files, time cards, material invoices, payrolls, and evidence of all communications, direct and indirect costs, and all other matters related to the bidding and performance of the Work.

C. Upon request by the City, a legible copy or the original of any or all such records shall be produced by the Contractor at any time during or after construction as the City may request.

D. The Contractor shall be responsible for laying out its own Work and for any damage which may occur to work of any other contractor because of the Contractor's own errors or inaccuracies. The Contractor shall also be responsible for unloading, uncrating, storing and

handling all materials and equipment to be erected or placed by it, whether furnished by the Contractor or others.

E. The Contractor, Subcontractors, and Suppliers shall be responsible for taking all appropriate field measurements prior to fabrication and installation of any item. Such measurements shall be taken sufficiently in advance so as to avoid any delay or potential delay. Failure to adhere to this provision shall render such delays the responsibility of the Contractor.

F. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, wiring, conduit, ductwork, trim and other parts required for or in connection with any item or material to make a complete, serviceable, finished and quality installation shall be furnished and installed as part of the item whether or not expressly called for by the Drawings or Specifications.

G. All materials shall be shipped and stored and handled in a manner that will afford protection and ensure their being in factory-new condition at the time they are incorporated in the Work. After installation, they shall be properly protected against damage or deterioration until Final Completion of the Project.

H. When standards and specifications issued by The American Society of Testing and Materials, the American Institute of Steel Construction, the U.S. Department of Commerce (Commercial Standards), or other technical or standard setting organizations are cited in the Contract Documents, such standards or specifications (and all related standards or specifications) shall be equally as binding and have the full force and effect as though incorporated word for word. Unless otherwise specifically stated, the standards and specifications referred to shall be the latest edition or revision of such specifications that is in effect on the date of the public bid.

I. Any part of the Work damaged during installation or prior to final acceptance of Work shall be repaired so as to be unnoticeable and to be equal in quality, appearance, serviceability and other respects to an undamaged item or part of the Work. Where this cannot be fully accomplished the damaged item or part shall be replaced. After installation, all exposed surfaces and parts of an item or of the Work shall be cleaned in a manner that will not damage the finish or any of the parts of the item, so that the completed work is left in first class condition, free of all defects. All damaged or defaced Work shall be repaired or replaced to the City's satisfaction at the expense of Contractor.

J. The Contractor shall procure and furnish to the City all guarantees, warranties, manuals, and spares that are called for by the specifications or that are mentioned in the manufacturer's product literature. Guaranties and warranties shall commence as of the date of Substantial Completion of the Project.

K. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof, except that the City shall be responsible for loss attributable when a particular design, process or the product of a particular manufacturer or manufacturers is specified. If the Contractor has any reason to believe that the design, process or product specified could be an

infringement of a patent, it shall be responsible for such loss unless it promptly gives such information in writing to the City.

L. The Contractor shall limit its operations to the confines of the Project, except as necessary to connect to existing utilities, and shall not, without the prior written permission of the affected property City, and encroach on property outside the site. Contractor shall not permit unauthorized persons or activities on the site and shall maintain the site in a safe and secure manner.

M. The Contractor shall prearrange time with the City whenever it becomes necessary to interrupt any service to make connections, alterations or relocations and shall fully cooperate with the City in doing Work so as to cause the least annoyance and interference with the continuous operation of the City's business or official duties. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections which may affect portions of this construction or building or any other building must be coordinated with the City to avoid any disruption of operation within the building or construction or other building or utilities. In no case, unless previously approved in writing by the City, shall utilities be left disconnected at the end of a workday or over a weekend. Any interruption of utilities, whether negligently, intentionally, or accidentally, shall not relieve the Contractor's responsibility for the interruption or from liability for loss or damage caused by such interruption even though such loss or damage was not foreseeable by Contractor or subcontractor, or from responsibility for repairing and restoring the utility to normal service. Repairs and restoration shall be made before the workmen responsible for the repair and restoration leave the job.

N. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. If the Contractor fails to properly clean up during construction, or if a dispute arises between the Contractor and/or separate Contractors as to their responsibility for cleaning up, the City may clean up and charge the costs thereof to the Contractors responsible as determined by the City. At the completion of the work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up at the completion of the work, the City may do so and the cost thereof shall be charged to the Contractor.

ARTICLE 17

INSPECTION OF WORK

A. All Work done and all materials are subject to inspection by the City to determine if they conform to the Contract Documents. The City shall at all times have access to the Work, including materials being fabricated or stored off site. The Contractor shall furnish at the Contractor's cost any facilities necessary for sufficient and safe access to the Work.

B. Inspections, tests, measurements, or other acts of the City are for the sole purpose of assisting the City in determining that the Work, materials, rate of progress, and quantities comply with the Contract Documents and/or Contractor's requests for payment. These acts or functions shall not relieve the Contractor from performing the Work in full compliance with contract requirements nor relieve the Contractor from any of the quality, compliance and

responsibility for the Work assigned to it by the Contract Documents. No inspection by the City shall constitute or imply acceptance or waiver of rights.

C. Nonconforming Work or materials may be rejected and Contractor shall correct such rejected Work without additional compensation, even if the Work or materials have been previously inspected or accepted by the City or even if the City failed to observe the unsuitable Work or materials.

D. Any Work required to be inspected by the City prior to being covered, which is covered up without prior inspection or without prior consent of the City, must be uncovered and recovered by the Contractor, if requested by the City, at no cost to City, notwithstanding the provisions of the following subsection.

E. Contractor shall notify the City in writing at least 48 hours prior to the time at which the City must be present to perform an inspection. Failure to provide such notice will place the Contractor at risk for all consequences of non-inspection and having to uncover work.

ARTICLE 18 CORRECTION OF WORK

A. If any portion of the Work is covered over contrary to the request of the City or as required by the Contract or the applicable building standards, it must be uncovered for observation at the Contractor's expense if requested by the City in writing.

B. If any portion of the Work, other than those portions required to be inspected by the City prior to being covered, has been covered over, the City may request that it be uncovered for observation. If such portion is found to be in accordance with the requirements of the Contract Documents, the cost of uncovering it shall be charged to the City as a Change Order. If such portion is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall bear such costs.

C. The Contractor shall promptly remove from the site and replace any material or correct any Work found by the City to be defective or failing to conform to the requirements of the Contract, whether or not fabricated, installed or completed, and whether discovered before or after Substantial Completion. The Contractor shall bear all costs of correcting such Work or material, including the cost of necessary additional professional services and the cost of repairing or replacing all work of separate contractors or subcontractors damaged by such removal or correction. The City shall notify the Contractor immediately in writing upon its knowledge that additional professional services will be necessary and of the extent and estimated costs of the additional services. The City may consent to accept such Work or material with an appropriate adjustment in Contract Price.

D. If the Contractor does not promptly replace or correct such Work or material, the City may replace or correct the Work or material, and charge or deduct the cost of removal and replacement from any monies due to the Contractor, or recover such costs from the Contractor.

E. If, within two (2) years after the date of Substantial Completion, any of the Work is found to be defective or not in accordance with the requirements of the Contract, the

Contractor shall correct it promptly after receipt of a written notice from the City to do so. If the Contractor does not promptly replace or correct such Work or material, the City may replace or correct the Work or material, and charge or deduct the cost of removal and replacement from any monies due to the Contractor, or recover such costs from the Contractor. Nothing contained in this section shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract or the law. The obligation of the Contractor under this section shall be in addition to and not in limitation of any obligations imposed by special guaranties or warranties required by the Contract, given by the Contractor, or otherwise recognized or prescribed by law.

F. If, during the running of a guarantee or warranty period, the Contractor must perform repair work to any portion of the Work, the running of the warranty or guarantee period is tolled from the time the defect or deficiency is discovered through the time when the Contractor successfully completes all repairs and retesting and start-up activities.

ARTICLE 19

DELAYS AND TIME EXTENSIONS

A. If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City, or by any separate Contractor employed by the City, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, adverse soil conditions, unavoidable casualties, delays specifically authorized by the City, or by causes beyond the Contractor's control, avoidance, or mitigation, and without any fault or negligence of the Contractor or Subcontractor or Supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time as the City may determine that such event has delayed the critical path of the Work or individual milestone or overall completion of the Work after considering the advice of the City, if the Contractor complies with the notice and documentation requirements set forth below. The Contractor shall pay any additional fees or costs incurred by the City as the result of delays caused by the Contractor for circumstances not excused as provided herein.

B. Initial notice of any delay in the Work shall be made in writing to the City immediately but in no event later than 24 hours after discovery of the event giving rise to the delay. Then, Contractor shall provide additional details of the delay in writing to the City within seven (7) calendar days from the beginning of the delay. Failure to meet these time requirements shall absolutely bar any and all later claims. The detailed notice shall indicate the cause of the delay, the anticipated length of the delay, the probable effect of such delay upon the progress and cost of the Work, and potential mitigation plans. If the cause of the delay is continuing, the Contractor must give written notice every month at the same time it submits the updated progress Narrative Report to the City. Within fifteen (15) days after the elimination of any such delay, the Contractor shall submit further documentation of the delay and, if applicable, a formal written request covering an extension of time for such delay. The written request for time extension shall state the cause of the delay, the number of days' extension requested and provide a fully documented analysis of the Progress Schedule, including a fragnet and any other data demonstrating a delay in the critical path of the Work or individual milestone or the overall project completion. If the Contractor does not comply with the notice and documentation requirements set forth above, the claim for delay is absolutely barred.

C. If the Contractor incurs damages related to expenses caused by a delay for which the City is solely responsible, which is unreasonable under the circumstances, and which was not contemplated by the parties at the time of formation of this Contract, then the parties shall attempt to reach an agreement on the Contractor's claim, provided that the Contractor has notified the City in writing as specified above, including why the City is believed by the Contractor to be solely responsible for the delay. Failure to provide such timely notice shall be deemed an absolute and final waiver of any rights to additional sums. Any disputes will be resolved in accordance with the City of Buckeye Procurement Code, as amended or superseded.

D. The Contractor shall have no right to claim for alleged extended or unabsorbed home office overhead; claims for delays shall be limited to provable extended site costs.

E. The date of beginning and the time for completion as specified herein are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the notice to proceed or at a preconstruction meeting, but in no event later than ten (10) days after the execution of this Contract, whichever first occurs. Said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. The time for completion of the same takes into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any extension thereof granted by the City, then the Contractor does hereby agree to pay to City the per diem amount specified in the Contract. This amount is agreed to be liquidated damages for such breach and not a penalty therefore. The per diem amount shall be paid for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work. The amount is fixed and agreed upon by and between the Contractor and City because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain. Said sums may be withheld by the City from any amounts due to the Contractor from the City, whether as the result of this Contract or any other obligation between the City and the Contractor.

F. The parties hereby agree that if the Contractor submits an original or updated schedule which shows the project and/or individual Milestone(s) completing earlier than required by the adjusted contractual completion date(s), the differences between the forecasted early completion and the required completion shall be considered Project-owned float available for use by both the City and the Contractor.

G. The Contractor shall not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic, using extensive crew/resource sequencing, etc. Since float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the work beyond the adjusted Contract completion date. Since float time within the Construction Schedule is jointly owned, it is acknowledged that City-caused delays on the project may be offset by City-caused time savings (i.e., critical path submittals returned in less time than allowed by the Contract, approval of substitution requests which result in a savings of time to the Contractor, etc.). In such an event, the Contractor shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded and the Contract completion date or milestone date is also exceeded.

H. It is agreed that no time extensions shall be granted nor delay damages paid unless the delay is clearly demonstrated by the updated Construction Schedule current as of the month the change was issued or the delay occurred and which delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other reasonable means.

ARTICLE 20 SUSPENSION OF WORK

A. The City may, at any time and without cause, order the Contractor in writing or cause the Contractor to suspend, delay or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for its convenience. Equitable adjustment shall be made for any increase in the Contract Time necessarily caused by such suspension or delay by written Change Order.

ARTICLE 21 RIGHT TO STOP WORK

A. If the Contractor fails to correct defective Work as required, or fails to carry out the Work in accordance with the Contract Documents, the City by written notice, may order the Contractor to stop the Work or any portion of the Work, until the cause for the order has been eliminated to the satisfaction of the City.

B. The City may stop Work without written notice for 24 hours whenever in its professional opinion such action is necessary or advisable to ensure conformity with the Contract Documents. The Contractor shall not be entitled to an adjustment in the Contract Price or Contract Time under this subsection. The right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or others.

ARTICLE 22 CHANGES

A. After this Contract is signed, Modifications in the Contract Price, the Contract Time or Scope of the Work may only be made by written Change Order.

B. By written directive at any time, the City may make any changes within the general scope of the Contract or issue additional instructions, require additional or modified Work or direct deletion of Work. The Contractor shall not proceed with any change involving an increase or decrease in cost or time without prior written authorization from the City and shall proceed in accordance with the procedures set forth in this section. If the Contractor proceeds with any change involving an increase or decrease in cost or time without written authorization as required by this paragraph, the Contractor hereby waives all rights or claims Contractor may have as a result of the change. The City's right to make changes shall not invalidate the Contract or relieve the Contractor of any liability. Any requirement of notice of change to the Surety shall be the responsibility of the Contractor.

C. The cost or credit to the City resulting from a change in Work shall be determined in one or more of the following ways:

1. By unit prices stated in the Contract.

2. By cost, as defined below, properly itemized and supported by sufficient, substantiating data to permit evaluation, plus a fee of ten percent (10%) of items (a) through (h) described below. Such costs shall be itemized by crafts as defined within the schedule of values and limited to the following items directly allocable to the change in the Work:

(a) Cost of materials, including delivery but excluding Subcontractor-supplied materials.

(b) Fully-burdened cost of labor, including, but not limited to, payroll taxes, social security, old age and unemployment insurance, vacation and fringe benefits required by agreement or routinely paid by contractor, and worker's or workman's compensation insurance but excluding Subcontractor's labor.

(c) Rental value of equipment and machinery to be established by rental receipts and not to exceed reasonable and customary rates for the locale of the Work. For owned equipment, contractor must prove reasonable rental rate pursuant to actual ownership costs.

(d) Cost of Subcontracted work calculated as above and Subcontractor's Field Supervision calculated in accordance with paragraph (e) below, plus Subcontractor's insurance and bond premiums as applicable. Insurance and bond premium cost shall not exceed a total of two percent (2%) of Subcontractor's documented cost.

(e) Contractor's Field Supervision not to exceed five percent (5%) of (a), (b) and (d) above; the parties agree that this mark-up shall fully cover all contractor Field Supervision overhead.

(f) Contractor's insurance and bond premiums not to exceed a total of two percent (2%), or documented cost.

(g) Sales tax at full value.

(h) If this method of cost or credit calculation is selected, in no event shall the combined total fee including all levels or tiers of Subcontractors exceed twenty percent (20%) of the total cost of paragraphs (a), (b), (c) and (d). Field Supervision is to be excluded at all levels for the purposes of the limit imposed by this paragraph.

3. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; provided that such lump sum shall not exceed that amount calculated under item 2 above.

D. If none of the above methods is agreed upon, the Contractor shall promptly proceed with performing the change, upon receipt of a written order signed by the City. Any dispute regarding the pricing methodology or cost of the change shall not relieve the Contractor from proceeding with the change as directed by the City. The cost or credit to the City shall be determined by the City on the basis of the preceding subsection.

E. A fully executed Change Order shall be full and final settlement of all claims for direct, indirect, delay, disruption, inefficiency and any other consequential costs related to items covered or affected, as well as time extensions. Any such claim not presented by the Contractor for inclusion in the Change Order is irrevocably waived.

F. In an emergency affecting the safety of life, or of the structure, or of adjoining property, the Contractor, without special instruction or authorization from the City, is permitted to act at its discretion to prevent threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be determined in accordance with this section.

ARTICLE 23

PAYMENT

A. Payments on account of the Contract Price will be made monthly as Work progresses. Payment Applications, covering labor, material, equipment, supplies, and other items completed, delivered, or suitably stored on site during a period ending on the last calendar day of each month, shall be submitted to the City by the Contractor on the current edition of AIA Documents G702 and G703, within five (5) days after end of the period. Payment Applications shall be notarized, shall be supported by such data substantiating the Contractor's right to payment as the City may require, and reflect retainage, if any, as is provided. All payments shall be subject to any offset or retainage provisions of the Contract.

B. Each payment made to the Contractor shall be on account of the total amount payable to the Contractor, and title to all Work covered by a paid partial payment shall thereupon pass to the City. Nothing in this section shall be construed as relieving the Contractor from the sole responsibility for care and protection of materials and Work upon which payments have been made, for restoration of any damaged Work, or as a waiver of the right of the City to require fulfillment of all terms of Contract Documents.

C. The City, within seven (7) days after receipt of the Payment Application, will either issue a Certificate for Payment for such amount as is properly due or issue written notice of the reasons for withholding such a certificate.

D. The issuance of a Certificate for Payment will constitute a representation by the City, observations at the site and the data comprising the Application for Payment, that the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his certificate); and that the Contractor is entitled to payment in the amount certified.

E. Payment may be withheld in whole or in part to protect the City on account of:

1. Unsatisfactory job progress as determined by the City.
2. Defective Work or materials not remedied.
3. Disputed Work or materials.
4. Claims or other encumbrances filed or reasonable evidence indicating probable filing of claims or other encumbrances by Subcontractors or Suppliers, or others.

5. Failure of the Contractor to make payment to Subcontractors or Suppliers within seven (7) days after receipt of each progress payment.
6. A reasonable doubt as determined by the City that the Work can be completed for the unpaid balance of the Contract Price or within the Contract Time.
7. The Contractor's failure to perform any of its contractual obligations under the Contractor Documents, or any other Contract with the City.
8. Deficiencies or claims asserted by City against Contractor arising from any other project. Within fourteen (14) days following the receipt of the Certificate of Payment, the City shall pay to the Contractor the value of the Work in place and materials suitably stored at the site. The remaining 10% shall be retained by the City until the Contract is 50% completed at which time the retainage shall be reduced to 5%; provided that: (a) the Contractor is making satisfactory progress on the Contract; and (b) in the City's sole judgment, there is no specific cause or claim requiring a greater amount than 5% to be retained. Thereafter, the City shall pay the Contractor 95% of the value of the Work, unless and until it determines satisfactory progress is not being made, at which time the 10% retainage may be reinstated. Such 10% reinstatement would be 10% of the total contract value of Work in place and materials stored. The City's sole judgment concerning the satisfactory progress of the Work shall be final.

F. Within sixty (60) days after the issuance of the Certificate of Final Completion by the City and receipt of all other documents required by the Contract, all retained amounts shall be paid to Contractor as part of Final Payment:

1. The Final Payment shall not become due until the Contractor delivers to the City full and final unconditional releases from Subcontractors and major Suppliers acknowledging payment in full. Any claim filed thereafter shall be the responsibility of the Contractor.

2. If any claim remains unsatisfied after all payments are made, the Contractor shall immediately upon demand refund to the City all monies that the latter may be compelled to pay in discharging such claim including all costs, interest and attorneys' fees.

G. If any payment of the Contract Price is not made within thirty (30) days and without just cause, interest shall thereafter accrue on the unpaid principal balance at the minimum rate allowed by state law (A.R.S. § 44-1201) on the due date.

ARTICLE 24 WARRANTY

A. The Contractor warrants that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be free from faults and defects and in strict conformance with the Contract Documents.

B. Neither provision of manufacturers' warranties nor Final Payment nor use or occupancy of all or a portion of the Premises by the City shall constitute an acceptance of Work not performed in accordance with the Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibility for faulty materials and workmanship.

C. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the City takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the City takes possession.

D. The Contractor or its sureties shall remedy any defects in the Work and any resulting damage to the Work or the Work of others at its own expense.

E. The Contractor shall be liable for correction of all damage resulting from defective Work. If the Contractor fails to remedy any defects or damage, the City may correct the Work or repair the damages and the cost and expense incurred in such event shall be paid by or be recoverable from the Contractor.

F. The warranties provided in this section shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Contract Documents.

ARTICLE 25 SUBSTANTIAL COMPLETION

A. When the Contractor requests a Substantial Completion Inspection for the Work or a designated portion thereof, the City shall determine the validity of the request. A list of items to be completed or corrected shall be prepared by the Contractor and presented to the City with the request for inspection. By submitting a request for Substantial Completion Inspection the Contractor thereby certifies that it has performed a thorough inspection of the Project in preparing the list of items to be completed or corrected, has consulted with its subcontractors, and that the remaining incomplete or defective work shall be completed within thirty (30) days of submission of the request. The City shall evaluate the Contractor's request and list of uncompleted items and, if appropriate in their judgment, add to or delete items from the list necessary to complete the work. The failure to include items on any punch list shall not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. By submitting a request for Substantial Completion Inspection, the Contractor thereby certifies that the remaining incomplete or defective Work required by the Contract Documents shall be completed within thirty (30) days.

B. If the City, on the basis of Substantial Completion inspection, determines that the Work has been substantially completed in accordance with the Contract Documents, then the City will prepare a Certificate of Substantial Completion, which shall establish the date of Substantial Completion; shall state the responsibilities of the Contractor for remaining punchlist items, maintenance, heat and utilities, security, and damage to the work; and shall fix the time, not to exceed thirty (30) days, within which the Contractor shall complete the punch list. The Certificate of Substantial Completion shall be submitted by the City to the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate. The Project shall not be deemed substantially complete until the Certificate is issued irrespective of City occupancy.

ARTICLE 26
FINAL INSPECTION

A. When the Contractor submits in writing to the City a request for a final inspection of the Work, the City shall determine the validity of the request. Following the inspection, if there are items to be completed or corrected, the City will determine the dollar value to be withheld in accordance with the retainage provisions of the Contract. In the event that the Contractor has not completed the punch list items within the time designated in the Certificate of Substantial Completion, the City retains the right to have these items corrected at the expense of the Contractor, including all architectural, engineering and inspection costs and expenses incurred by the City.

B. The City shall not be required to release the retainage until such items have been completed and inspected.

ARTICLE 27
ASSIGNMENT OF CLAIMS

A. The City and Contractor recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by City. Therefore, the Contractor hereby assigns to City any and all claims for such overcharges. The Contractor in all subcontracts shall require all Subcontractors to likewise assign all claims for overcharges to the City.

ARTICLE 28
DISPUTES

A. All of Contractor's claims and disputes shall first be referred to the City for initial determination, by written notice, not more than seven (7) days from the occurrence of the event which gives rise to the dispute, or not more than seven (7) days from the date that the Contractor knew or should have known of the problem. Unless the claim is made in accordance with these time requirements, it is irrevocably waived. The City shall render a written decision within a reasonable time. The City's decision may be reviewed in accordance with City of Buckeye Procurement Code, as amended or superseded. Any claim not timely filed or not complete at the time of filing is irrevocably waived.

B. Any failure of the City to make a decision within the time limit set forth shall not be construed as acquiescence in all or any part of the Contractor's claim for relief. Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any claims and controversy proceedings, and the City shall continue to make payments to the Contractor in accordance with the Contract Documents.

ARTICLE 29
FORUM

A. No suit or action shall be commenced hereunder by any claimant other than in the Arizona Superior Court, and only after all contractual and administrative procedures have been fulfilled. By submitting a bid for this project, Contractor agrees to be bound by the City of Buckeye Procurement Code Dispute Resolution Procedures and waives any objections to those procedures.

ARTICLE 30
TERMINATION BY THE CITY

- A. This Contract may be terminated by the City under the conditions stated in A.R.S. § 38-511.

ARTICLE 31
TERMINATION FOR CAUSE

- A. The City may terminate the Contract upon the occurrence of any one or more of the following events:

1. If the Contractor refuses or fails to prosecute the Work, or any separable part, with such diligence as will ensure its completion within the Contract Time; or if the Contractor fails to complete the Work within the Contract Time;

2. If the Contractor or any of its key subcontractors is adjudged a bankrupt or insolvent or makes a general assignment for the benefit of creditors, or if the Contractor or any of its key subcontractors or a third party files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws concerning the Contractor or any of its key subcontractors, or if a trustee or receiver is appointed for the Contractor or any of its key subcontractors or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest or any of its key subcontractors does not provide adequate assurance of future performance in accordance with the Contract within ten (10) days after receipt of a request for assurance from the City;

3. If the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment;

4. If the Contractor fails to make prompt payments to subcontractors or suppliers at any tier, or for labor, materials or equipment;

5. If the Contractor fails to comply with laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction;

6. If the Contractor fails to follow any reasonable instructions by the City;

7. If the Contractor performs Work which deviates from the Contract Documents, and neglects or refuses to correct rejected Work; or

8. If the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents. Once the City determines that sufficient cause exists to justify the action, the City may terminate the Contract without prejudice to any other right or remedy the City may have, after giving the Contractor and its Surety seven (7) days' notice by issuing a written Declaration of Default. The City shall have the sole discretion to permit the Contractor to remedy the cause for the contemplated termination without waiving the City's right to terminate the Contract.

B. If the Contract is terminated, the City may take over the Work and prosecute it to completion, by contract or otherwise, and may exclude the Contractor from the site. The City may take possession of the Work and of all of the Contractor's tools, appliances, construction equipment, machinery, materials, and plant which may be on the site of the Work, and use the same to the full extent they could be used by the Contractor, without liability to the Contractor. In exercising the City's right to prosecute the completion of the work, the City may also take possession of all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

C. If the unpaid balance of the Contract Price exceeds the direct and indirect costs and expenses of completing the Work, and all City damages including liquidated damages and compensation for additional professional and consultant services, such excess shall be used to pay the Contractor for the cost of the Work it performed and a reasonable allowance for overhead and profit. If such costs exceed the unpaid balance, the Contractor shall immediately upon demand pay the difference to the City. In exercising the City's right to prosecute the completion of the Work, the City shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work, and the City shall not be required to obtain the lowest figure for Work performed in completing the contract. If the City takes bids for remedial Work or completion of the project, the Contractor shall not be eligible for the award of such contracts.

D. If the Contract is terminated, the City may demand that the Contractor's Surety take over and complete the Work on the Contract. The City may require that in so doing, the Contractor's Surety not utilize the Contractor in performing the Work. Upon the failure or refusal of the Contractor's Surety to take over and begin completion of the Work within 20 days after the demand, the City may take over the Work and prosecute it to completion as provided above.

E. The City shall have the option of requiring any, all or none of the Subcontractors to perform according to their subcontracts and may assign any or all of the subcontracts to a general contractor selected to complete the Work.

F. If the City takes over the Work, unexecuted orders entered into by the Contractor for performance of any part of the Work will be effective upon acceptance by the City in writing and only as to those subcontracts and purchase orders which the City designates in writing.

G. The Contractor shall be liable for any damage to the City resulting from the termination or from the Contractor's refusal or failure to complete the Work, and for all costs necessary for repair and completion of the Project over and beyond the amount of the Contract. The Contractor shall be liable for all legal fees and costs required to enforce the provisions of the Contract.

H. If the City terminates the Contract, the Contractor shall remain liable for liquidated damages for delay until such reasonable time as may be required for final completion of the Work. Such damages shall be in addition to and not in lieu of any other damages sustained by City in completing the Work.

I. In the event the Contract is terminated, the termination shall not affect any rights of the City against the Contractor. The rights and remedies of the City under this section are in addition to any other rights and remedies provided by law or under this Contract. Any retention or payment of monies to the Contractor by the City will not release the Contractor from liability.

J. If the Contract is terminated under this section, and it is determined for any reason that the Contractor was not in default under the provisions of this Section, the termination shall be deemed a Termination for Convenience of the City and, the rights and obligations of the parties shall be determined in accordance with the following section.

ARTICLE 32 TERMINATION FOR CONVENIENCE OF THE CITY

The City, by written notice to the Contractor, may terminate this Contract in whole or in part when sufficient appropriated or other funds are not available or in the sole discretion of the City it is in the City's best interest. In such case, the Contractor shall be paid for all Work executed and reasonable termination expenses, and a reasonable allowance for profit and overhead on Work done, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by other contract payments previously made to the Contractor and as further reduced by the value of the Work as yet not completed. The Contractor shall not be entitled to profit and overhead on Work, which was not performed.

ARTICLE 33 ASSIGNMENT OF CONTRACT

Contractor shall not assign any amount or part of the Contract or any of the funds to be received under the Contract unless Contractor has the prior written approval of the City and the Contractor's Surety has been given notice and has given written consent to any such assignment.

ARTICLE 34 LAW TO GOVERN

This Contract is made under and shall be construed in accordance with the laws of the State of Arizona. If any portion of this Contract is found to be unenforceable the rest and remainder of the Contract shall remain in full force and effect so as to effectuate the intent of the parties. Each party acknowledges that it has had an opportunity to review this Contract with counsel and this document shall be construed fairly and equitably so as to effectuate the intention of the parties irrespective of who is determined to have been the drafter of the document.

ARTICLE 35 E-VERIFY REQUIREMENTS

To the extent applicable under Ariz. Rev. Stat. §41-4401, the Contractor and its subcontractors or subconsultants 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 subcontractor's or subconsultant's 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.

ARTICLE 36
COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS

Consultant 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. Consultant 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.

ARTICLE 37
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, or any entity that does business in Israel or any territories controlled by Israel.

END OF SECTION

EXHIBIT B
SPECIAL PROVISIONS

ENG CIP-20-10028

CIP - Miller & Broadway
Intersection Improvements

4R - Special Provisions

**SEALED SPECIAL PROVISIONS
FOR**

MILLER ROAD AT BROADWAY ROAD INTERSECTION IMPROVEMENTS

CITY OF BUCKEYE CONTRACT NO. 2018-00681

3 December 2020

RECEIVED

03/29/2021

PREPARED FOR:

**CITY OF BUCKEYE by: LC
ENGINEERING**



PREPARED BY:



**Southwest Traffic Engineering
3838 N. Central Avenue, Suite 1810
Phoenix, AZ 85012
Ph: (602) 266-7983**

PROFESSIONAL ENGINEER SEALS

This book of special provisions and related contract documents represents the combined efforts of the following design firms:

Southwest Traffic Engineering



Ritoch-Powell & Associates



A representative of each firm has affixed his/her seal above to attest that the portions of these specifications which relate to the drawing numbers appearing with their seal were prepared under their direction.

TABLE OF CONTENTS

PART A: SCOPE OF WORK.....	1
GENERAL	1
CONTRACT STANDARD SPECIFICATIONS AND DRAWINGS.....	3
LOCATION OF THE WORK.....	3
PROPOSED WORK.....	3
PART B: GENERAL INFORMATION (MILLER ROAD & SOUTHERN AVENUE).....	4
SUBGRADE PREPARATION.....	4
ROADWAY EXCAVATION	4
SECTION 105 CONTROL OF WORK.....	5
SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC	13
SECTION 210 BORROW EXCAVATION.....	14
SECTION 211 FILL CONSTRUCTION.....	14
PART C: BID ITEMS	16
ITEM 105.80000 CONSTRUCTION SURVEYING & LAYOUT	16
ITEM 105.80002 AS-BUILTS.....	20
ITEM 105.90000 SWPPP/ EROSION PROTECTION	23
ITEM 106.10000 PERMITTING	30
ITEM 106.40000 QUALITY CONTROL & QUALITY ASSURANCE	31
ITEM 220.50010 GRADING FOR DRAINAGE	37
ITEM 310.00010 AGGREGATE BASE COURSE PER PVMT STRUCTURAL SECTION NO. 1 (INCLUDES ROADWAY EXCAVATION & SUBGRADE/SUBBASE PREP).....	38
ITEM 340.01320 DIRECTIONAL SIDEWALK RAMP PER DETAIL 4, SHEET DT01 (COB STD DET 63240, UNPUBLISHED).....	38
ITEM 340.22200 CURB TERMINATION PER MAG STD DET 230 MODIFIED PER DETAIL ON SHEET DT01	39
ITEM 345.01104 ADJUST ELECTRIC MANHOLE FRAME AND COVER TO FINISHED GRADE PER APS REQUIREMENTS / SPECIFICATIONS	39
ITEM 345.10300 ADJUST TELEPHONE MANHOLE FRAME AND COVER TO FINISHED GRADE PER CENTURYLINK REQUIREMENTS / SPECIFICATIONS.....	39
ITEM 350.03070 REMOVE AND RELOCATE SIGN.....	40
ITEM 401.3001 ALLOWANCE FOR UNIFORMED, OFF-DUTY LAW ENFORCEMENT OFFICER	40
ITEM 415.01301 GUARDRAIL PER ADOT STD DET 10.03. SEE DETAIL SHEET DT02.....	41
ITEM 415.01302 GUARDRAIL END TREATMENT. SEE DETAIL SHEET DT02	41
ITEM 471.60048 ELECTRICAL EQUIPMENT/INSTALLATIONS (APS)	41
ITEM 472.61400 ADOT POLE, TYPE G	42
ITEM 472.61500 POLE FOUNDATION, TYPE PPB (ADOT).....	43
ITEM 474.60700 ADOT POLE FOUNDATION, TYPE G.....	43
ITEM 474.60800 SIGNAL POLE, TYPE PPB (ADOT)	44
ITEM 610.27100 .AIR RELEASE VALVE ASSEMBLY, INCLUDING MANHOLE, SADDLE, VENT, AND MARKERS PER COB STD DET 31340-1 & 31340-2	45
ITEM 610.05113 12" CLASS 350 POLY-WRAPPED DUCTILE IRON PIPE VERTICAL REALIGNMENT PER COB STD DET 31225 W/ WATER MAIN TRENCHING WITH TRACER WIRE PER COB STD DET 31380.....	45
ITEM 610.05115 18" CLASS 350 POLY-WRAPPED DUCTILE IRON PIPE VERTICAL REALIGNMENT PER COB STD DET 31225 W/ WATER MAIN TRENCHING WITH TRACER WIRE PER COB STD DET 31380.....	45

PART A: SCOPE OF WORK**GENERAL**

The work covered by these special provisions consists of furnishing all labor, equipment and material necessary for the construction of improvements identified with the contract documents. The Contractor should generally anticipate the following primary types of work along with related miscellaneous work to be completed in an acceptable manner for this project:

- Construction surveying, material testing & as-builts
- Clearing and grubbing (to include landscape removal)
- Demolition and disposal of existing improvements
- Roadway excavation & Grading for Drainage
- Grading and subgrade preparation
- Asphalt concrete paving and sawcutting
- Concrete curb, gutters, sidewalks & sidewalk ramps
- Concrete structures
- Reinforced concrete storm drain pipes
- Storm drain pipe headwalls & end sections
- Concrete catch basins and scuppers
- Water/sewer mains & laterals
- Manholes, valves, service laterals, water services
- Adjusting frames, covers and valve boxes
- Fire hydrant assemblies
- Dry utility trenching and conduit placement
- Permanent pavement markings and signing
- Traffic signals & electrical service
- Traffic control
- Landscape & Irrigation restoration
- Permanent erosion control

The above items of work along with the construction requirements are adequately described and defined in the “Uniform Standard Specifications for Public Works Construction” (2016 Revisions to the 2015 Edition) sponsored and distributed by the Maricopa Association of Governments (MAG) Arizona along with the MAG Uniform Standard Details and the City of Buckeye Engineering Design Standards, Arizona Department of Transportation (ADOT) “2008 Standard Specifications for Road and Bridge Construction”, Arizona Department of Transportation (ADOT) “Supplement to the Manual on Uniform Traffic Control Devices”, or within these special provisions. The latest revisions of the above shall govern the item of work and the construction requirements.

In the event of conflicting information provided by any of the references named above, the following rank order of resolution shall be enforced:

1. Written direction from the City of Buckeye, the Engineer, or their authorized representative.
2. These special provisions,
3. City of Buckeye Standard Details (Latest Edition) and City of Buckeye Engineering Design Standards (Latest Edition).
4. Construction Plans,
5. Uniform Standard Specifications for Public Works Construction (2016 Revisions to the 2015 Edition) sponsored and distributed by the Maricopa Association of Governments (MAG) Arizona along with the MAG Uniform Standard Details
6. ADOT 2008 Standard Specifications for Road and Bridge Construction,

If this document and any of the documents listed above are in conflict, then the most stringent requirement shall apply.

Full and safe access shall be provided during major events.

No night work may be planned adjacent to residential areas.

Ensure no stoppage of peak hour traffic, no full intersection or full driveway closures shall be permitted by the City. One lane of traffic and access in each direction shall be maintained at a minimum during length of construction. Always maintain access to driveways and onsite flow of traffic. All restrictions shall be approved by the City Project Manager prior to start of construction.

For hazard protection, a concrete barrier or other pre-approved device shall be used where the new trench construction or other hazard is in close proximity to the traffic flow.

Construction activity generated noise higher than existing ambient level shall be adequately mitigated to prevent public inconvenience.

Provide safe, ADAAG accessible/compliant pedestrian access where access currently exists, or where access is re-routed as necessary to accommodate construction activities. Temporary concrete barrier or other pre-approved devices shall be used to protect pedestrians from traffic or where the new construction is in close proximity.

The Contractor shall be prepared to meet with the local businesses, schools, residents and/or property owners to resolve traffic control issues on a weekly basis, either by having a separate field meeting or by inviting them to the regular weekly construction meeting.

Contractor shall provide sturdy, secure & closed off temporary fencing at any location where site walls/fences cannot be removed and reconstructed same day. This work shall be incidental to the project.

A Storm Water Pollution Prevention Plan (SWPPP) shall be developed and the necessary permit from Arizona Department of Environmental Quality (ADEQ) shall be obtained prior to beginning of any construction activity.

Final erosion control/soil stabilization/seeding shall not be installed until all construction items are complete and no areas are anticipated to be disturbed.

CONTRACT STANDARD SPECIFICATIONS AND DRAWINGS

The following Standard Specifications and Standard Drawings referenced in the project contract documents are required for construction of this project:

1. City of Buckeye Engineering Design Standards (Latest Edition).
2. City of Buckeye Standard Details (Latest Edition).
3. Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction, latest edition.
4. Maricopa Association of Governments Uniform Standard Details for Public Works Construction, latest edition.
5. Manual on Uniform Traffic Control Devices, Latest Edition adopted by the Arizona Department of Transportation
6. ADOT Standard Specifications for Road and Bridge Construction current edition.
7. ADOT Traffic Signal and Lighting Standard Drawings, current edition.

LOCATION OF THE WORK

This project is located in Section 6 of Township 1N Range 3W, Maricopa County, Arizona. It is located within the City of Buckeye, Arizona at the intersection of Miller Road/Broadway Road.

PROPOSED WORK

Project scope of work includes new roadway, concrete curb/gutter/sidewalk/ramps, drainage facilities, removals, signing/markings, traffic signal and storm drain facility installations. The construction consists of intersection widening and the installation of a traffic signal at the intersection of Miller Road/Broadway Road in addition to paving and drainage improvements to Miller Road and Broadway Road.

PART B: GENERAL INFORMATION (MILLER ROAD & SOUTHERN AVENUE)**SUBGRADE PREPARATION**

MAG Section 301.7 is revised to read:

Measurement for grading under pavement will not be measured separately.

MAG Section 301.8 is replaced with;

Payment for subgrade preparation shall be included in the cost of the items of ABC or asphalt pavement (refer to plans and these special provisions). This includes areas of excavation, fill or anywhere existing dirt or paved roadways exist.

There will be no separate measurement and payment for grading and surface preparation of areas outside of roadway pavement, the work being included in the cost of adjacent work items.

ROADWAY EXCAVATION

General:

Conform to MAG Section 205 except as modified herein.

Replace Section 205.1 Description with the following:

Roadway excavation shall consist of excavation or fill construction required or part of the grading and construction of roadways, sidewalks, ramps, medians, scuppers, spillways, driveways, driveway tie-ins, private drives, maintenance roads, matching existing behind back of walks, adjacent to existing parcels, or at edges of pavement (except for retention basins and roadside swales/ditches), & restoring landscape areas. Contractor is responsible for utilizing material from excavations (from or for roadway & drainage) or new material in the construction of roadway structural sections in fill construction situations. Roadway excavation includes finished grading against all hardscape items, such as curb, sidewalk, edge of pavement, headwalls, ramps, driveways, pull boxes, equipment, equipment pads, pole foundations, utility vaults/manholes/valves, etc. and shall extend to any and all tie-in or match existing grades/locations. Work under this item shall include construction of finished grade behind back of curb (median or lane curb) and sections within landscape buffers to 2" below top of curb or sidewalk. Areas behind sidewalk shall be level with back of walk grade.

All stockpile/compaction work for excess material and/or any haul off (including dump fees) is included in this section. Excavated material from retention basin, wash, roadside swale, etc. shall be utilized for roadway excavation/grading. Excess material should be stockpiled relatively close to where excavation occurred. Contractor shall contact land owners adjacent

to excavation for permission to place and determine location of stockpile material prior to hauling material to another location. Placement shall not adversely impact the existing condition, specifically drainage patterns, and shall be placed, compacted, moisture conditioned, etc. per City of Buckeye requirements or MAG Specifications.

No separate Measurement or Payment for roadway excavations, the costs of which shall be considered included in the price bid for the construction or installations of the items to which such roadway excavation is incidental or appurtenant.

SECTION 105 CONTROL OF WORK

105.6 COOPERATION WITH UTILITIES, add the following:

The locations of existing underground utilities are shown on the plans to the best of the Design Engineer's knowledge from information provided by respective utilities or discovered in the field; however, it shall be the Contractor's responsibility to field verify all utility locations and to coordinate in a timely manner with the pertinent utility companies so that any obstructing utility installation shall be protected, not damaged or dislocated and may be adjusted with prior utility agency approval; without delay to the Contractor's project schedule.

The City will not consider additional compensation requests from the Contractor to perform any potholing, utility company coordination, etc. needed to locate/verify utility location, to adjust contract work items as necessary to avoid utility line conflict, to cooperate with utilities in adjusting schedule as needed to allow for utility company work, relocations, etc. The Contractor's bid shall allow for/include the above coordination/work/adjustments based on the best available information known/provided in bid documents.

The Contractor shall coordinate unresolved conflicts with the owning utility and the City's Construction Coordinator prior to the construction of the proposed improvements.

The Contractor will investigate and pothole as necessary to verify the location of underground utility facilities ahead of construction activities. Locations of utility facilities shown on drawings furnished by the City are to be regarded as preliminary information only, subject to further investigation by the Contractor. The City and Design Engineer do not warrant the accuracy of these locations, and the Contractor, by entering into this Contract, expressly waives and disclaims any claim or action against the City or Design Engineer under any theory for damage resulting from location of utility facilities.

The Contractor shall be responsible for obtaining all Blue Stake utility location information, and for performing all requirements as prescribed in A.R.S. 40-360.21 through A.R.S. 40-360.29, for all underground facilities, including those that have been installed on the current project, until the project is accepted by the City.

At least two (2) working days prior to commencing any excavation, the Contractor shall call the Blue Stake Center, between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday, for information relative to the location of buried utilities. The number to be called is as follows: Maricopa County, (602) 263-1100.

Failure to contact the Blue Stake Center may result in violations of A.R.S. SS 40-360.21 and A.R.S. SS 40-360.22A.

Contacts: The following utilities are expected to be located within the limits of this project. The information below is provided for the Contractor to contact the appropriate personnel:

Entity	Name	Address	Contact Information
City of Buckeye Water, Sewer, Traffic/ITS, Storm Drain	Steve Riley	530 East Monroe Avenue Buckeye, AZ 85326	Voice: (623) 349-6225 E-mail: sriley@buckeyeaz.gov
Arizona Public Service (APS) Transmission/ Overhead	Bobby Garza	Mail Station 3177 P.O. Box 53933 Phoenix, AZ 85072-3933	Voice: (602) 371-7989 E-mail: baldemar.garza@aps.com
Arizona Public Service (APS) Point of Service	Samantha Alvarez	Mail Station 3177 P.O. Box 53933 Phoenix, AZ 85072-3933	Voice: (480) 312-3122 E-mail: Samantha.alvarez@aps.com
Cox Communications	Diana Carpenter	1550 W. Deer Valley Rd. Phoenix, AZ 85027	Voice: (602) 694-1966 E-mail: Diana.Carpenter@cox.com
CenturyLink	Michael Cardwell	135 West Orion Room 100 Tempe, AZ 85283	Voice: (602) 630-3369 E-mail: Michael.Cardwell1 @CenturyLink.com
	Andre Hatcher (Terra Technologies)		Voice: (602) 430-9388 Email: ahatcher@terratechllc.net
	Donovan Neese	103 W. Baseline Road Buckeye, Arizona 85326	Voice: 623-386-2046

Entity	Name	Address	Contact Information
Roosevelt Irrigation District (RID)	April Victorino (Stantec)	3133 West Frye Road Suite 300, Chandler AZ 85226	Voice: (480) 687-6270 Email: April.Victorino@stantec.com
Southwest Gas	Valerie Gallardo-Weller	9 S 43rd Ave Phoenix, AZ 85009	Voice: (602) 484-5342 Email: valerie.gallardo-weller@swgas.com

Coordination: Construction activities shall be coordinated and scheduled to incorporate applicable utility construction or adjustment activities. Payment will not be made to the Contractor for delays to the Contractor's schedule due to delays resulting from utility relocations. The following activities shall be incorporated:

A. City of Buckeye:

The Contractor will relocate, remove and/or adjust all City facilities concurrent with proposed roadway and utility project improvements. The Contractor shall contact appropriate traffic, wastewater, water, drainage, etc. staff at the City prior to commencing work to coordinate schedule, outages, City supplied materials/services, etc. Contact information for pertinent City staff will be distributed at the preconstruction meeting. Contractor may need to construct the City utilities in segments if utility conflicts occur. Existing storm drain conditions must be maintained until new facilities are operational. Water main realignments and fire hydrant relocations must be per City of Buckeye standards.

It is understood by the Contractor that no payment will be made for delays to the Contractor's schedule due to delays resulting from utility conflicts or relocations.

B. Arizona Public Service (APS):

City's Contractor shall trench and install conduit, pull boxes (APS provided), poles/foundations and circuits. Additionally, Contractor will arrange to pick up equipment pads, pull boxes, ground rods and other ancillary items from APS, deliver and store at the site, and complete installations. Contractor to coordinate, in advance of completing installation, with APS for electrical service drops, inspections and final approval/acceptance. Contractor to maintain ½ street streetlight functionality at all times, where applicable. APS will pull wire and connect the circuit to provide power to signal services after letter of authorization is submitted. City will submit letter of authorization using date ranges provided by Contractor based on Contractor phasing of installations. Contractor to coordinate with APS and City for inspections and installations as necessary based on construction phasing schedule.

Some existing conduit and/or direct bury underground electric lines will be abandoned as part of this project. Contractor to coordinate with APS to determine which facilities are to be abandoned. Removal of abandoned facilities to construct project improvements are considered incidental to existing project bid items. The Contractor shall consider these installations, relocations, removals and/or adjustments within the phasing of improvement construction, as well as any scheduling and coordination with APS, so there are no unnecessary delays. Contractor shall reference APS Project Nos. WA483082 WA483086 for additional information and direction.

APS crews will relocate power transmission power poles and overhead lines. This work will likely start after Contractor construction activities have begun. Relocation of these transmission facilities must be completed prior to activation of signal power supply, as power drops will be connected. Contractor must contact, coordinate, phase and updated phasing of their construction activities routinely to accommodate APS Contractor. No delay or additional costs will be considered for this accommodation.

Contractor shall be responsible for coordinating with APS on scheduling and accommodating APS crews (including traffic control, pedestrian/transit facility modifications, etc.) and their schedule based on the Contractors original or modified phasing. Contractor shall reference APS Project Nos. WA379023 and WA497889 for additional information.

All construction of APS facilities shall follow the latest version of the APS Construction Specifications and References (<https://www.aps.com/library/esp%20services/ESRM.pdf>) – Contractor shall contact APS to verify these are latest standards prior to bid. Manhole adjustments will comply with MAG details and specifications, at a minimum, including additional adjustment ring installations and concrete collars.

C. CenturyLink:

CenturyLink facilities will be adjusted by the Contractor with inspection by CenturyLink coordinator. Pedestals, junction boxes or other equipment, as well as minor adjustments of underground lines, will be relocated or removed by CenturyLink. An inspector from CenturyLink shall be present when the Contractor performs all manhole adjustments. Manhole adjustments will comply with MAG details and specifications, at a minimum, including additional adjustment ring installations and concrete collars. Contractor shall coordinate with CenturyLink representatives to verify all relocations have been completed. In the event additional relocations will be required during the course of construction, or any conflicts occur with communication facilities, the Contractor shall coordinate with CenturyLink to accommodate relocation/removal activities with proposed roadway improvements so there are no claims or delays.

CenturyLink Contractor may need to complete relocation or other construction activities after start of the City's construction project. Contractor must contact, coordinate, phase and updated phasing of their construction activities routinely to accommodate CenturyLink contractor. No delay or additional costs will be considered for this accommodation. Contractor shall reference Centurylink Project No. N.552780 for additional information

D. Cox Communications (Cox):

Cox facilities will be adjusted by the Contractor with inspection by Cox coordinator. Pedestals, junction boxes or other equipment, as well as minor adjustments of underground lines, will be relocated or removed by Cox Communications concurrent with proposed roadway construction. Manhole adjustments will comply with MAG details and specifications, at a minimum, including additional adjustment ring installations and concrete collars. The Contractor shall coordinate with Cox upon NTP to ensure there are no delays, and to make accommodations for Cox Contractors to complete removals/relocations.

Cox Communications Contractor may need to complete relocation or other construction activities after start of the City's construction project. Contractor must contact, coordinate, phase and updated phasing of their construction activities routinely to accommodate CenturyLink contractor. No delay or additional costs will be considered for this accommodation. Contractor shall reference Cox Project No. PRJ141206 for additional information.

E. Roosevelt Irrigation District (RID) Irrigation:

Roosevelt Irrigation District (RID) facilities are located within the project limits. Minimum cover over irrigation facilities is typically 24-inches, while horizontal clearances shall be 24-inches to pipe, and 48-inches to any structure. The Contractor shall brace any irrigation facility, per RID requirements, at any time that facilities are installed adjacent to or beneath the irrigation facility.

RID irrigation facilities will be relocated, removed and/or adjusted by the City of Buckeye's Contractor, as identified on the RID and roadway construction plans. Note: Contractor performing RID facility construction, including removals, must be an approved RID contractor prior to bid. Proposed construction may consist of a new concrete and earthen canal sections, concrete reinforced pipe, concrete structural collars gate/diversion structures and headwall structures. Contractor shall coordinate with RID staff prior to and during construction and shall protect all facilities when working on or adjacent to them. Contractor shall consider these installations, relocations, removals and/or adjustments within the phasing of the proposed

improvement construction, as well as any scheduling and coordination with RID, so there are no unnecessary delays. All construction of RID Irrigation facilities shall follow the latest version of the RID Construction Specifications and References – Contractor shall contact RID to obtain these documents prior to bid.

Contractor shall coordinate and adjust, at no penalty or cost to the City, their proposed construction schedule to accommodate RID Irrigation scheduled dry-up. If construction cannot occur during this dry-up, Contractor shall develop a plan, and submit for approval to RID and City, that is acceptable to RID to complete removals and construct new facilities and accommodating and maintaining active irrigation flows at all times. Pump arounds are not acceptable to RID, unless authorization is received in advance of bid. General accommodations may include temporary by-pass underground/gravity piping and/or open ditches. Contractor shall secure property rights if by-pass cannot be constructed within right-of-way. For purposes of bid, Contractor must include/consider multiple temporary connection configurations, which may or may not include multiple concrete structures, pipe configurations, plating/bridging, etc. in order to accommodate active construction phasing, continuous irrigation flows & demands at all times, traffic/roadway switchovers, etc. Additionally, Contractor must consider, for purposes of their bid, there will be no dry-ups granted outside of the traditional annual seasonal dry-up that RID performs, and multiple gravity by-pass configurations will be required.

Minimum cover over irrigation facilities is typically 24-inches. Any underground facility to be installed should have at least 12-inches of clearance face-to-face, unless otherwise noted. The Contractor shall brace any irrigation facility, per RID requirements, at any time that underground facilities are installed adjacent to or beneath the irrigation facility. Contractor shall refer to construction drawings for any specific instructions or direction. All new water services and conduit shall be installed beneath any relocated RID irrigation facility with a minimum of 12-inches of clearance face-to-face. Contractor to reference RID Plan 181300921 for information, take-offs, scope of work, etc.

Contractor must accommodate the following within their bid, schedule and sequencing:

1. RID relocations must be completed before any roadway construction activities may begin, to include roadway excavation activities. Utility relocations, vertical realignments, or other items of work necessary to accommodate RID relocations are not a part of this requirement and can be performed before or concurrently to RID construction.
2. Temporary pavement will be required to be placed, and maintained per City requirements, above the trenching for RID facilities. Temporary pavement must be MAG approved hot mix for arterial roadways, must match thickness of existing

asphalt and must be placed on a minimum 6" thick compacted ABC. This temporary pavement will not be paid or measured separately, and temporary pavement scope limits include any utility relocation limits within the roadway or sidewalk areas. Temporary pavement and subbase must be removed and the final pavement structural section with T-Top must be installed in its place prior to final paving operations. This removal will not be measured or paid separately.

3. All trenches crossing arterial roadways must be backfilled with ½ sack CLSM per MAG standards. Limits of the CLSM backfill will extend beyond existing edges of pavement and must extend between the limits of the curb return PC's (these are the locations of the future/ultimate roadway curb/gutter). CLSM will not be paid or measured separately.
4. All utility crossings, including RID pipe, at or under 2' separation (out-to-out) shall be concrete encased per MAG requirements. Concrete encasement shall not be paid or measured separately.
5. Temporary by-pass pumping must be included in Contractors bid. Dry-up schedules are not consistent and may not be approved outside of RID's annual dry-up schedule. Contractor must obtain flow information from RID and ensure sufficient redundant pumping systems are in place. Scope of work for by-pass pumping includes back up pumps, direct bury of pipes crossing roadways/maintenance roadways, location adjustments that accommodate roadway or utility construction activities/sequencing, etc.
6. All private irrigation ditches, lined or un-lined, that are affected with this project must allow service at all times. Contractor shall make accommodations and coordination with RID and property owners for irrigation service schedule. It is understood this will require multiple iterations and sequencing of work will be modified many times. Any irrigation or tailwater ditches to be removed must be backfilled and compacted per MAG.

F. Southwest Gas (SWG):

Project design proposes grading and drainage adjacent to existing natural gas pipelines causing potential conflicts. Actual conflicts can be avoided by determining the exact location and elevation of the gas pipelines. Southwest Gas does not provide depth information on its natural gas facilities. It is recommended that each gas pipeline be located by potholing and exposing the gas pipeline. Contractor shall coordinate to have Southwest Gas inspector onsite during pothole operations with underground gas facilities.

Minimum cover over gas mains is typically 36-inches. Any underground facility installed must have at least 12-inches face-to-face clearance at the point of crossing.

In addition, the Southwest Gas system has pipeline valves, line locating stations, test points and underground vaults each with protective valve box lids and vault manhole covers. These are designed to be flush with the existing ground. Under U.S. Dept. of Transportation's Pipeline Safety Regulations and Southwest Gas operating procedures, these facilities are required to be accessible at all times.

Southwest Gas will paint yellow all protective valve box lids and vault manhole covers. It will be the responsibility of the Contractor to ensure these are protected during construction. The Contractor will be responsible for adjustments to all valve box lids and vault manhole covers due to grading and paving per MAG Details 391-1 and 391-2. Contact Southwest Gas construction at Tempe operations 480-730-3670 for coordinating work and inspections. For emergencies, please call 602-271-GASS (4277).

Once mechanical trenching is in progress, do not attempt to trench within two-feet of a gas pipe. This trenching shall be performed by hand in order to prevent any damage to the gas pipe. In the event a gas pipe is "hooked" or otherwise strained while excavating, a call should be placed immediately to 1-800-528-4277 or 911.

Even though there may not be any apparent damage, the strain may have damaged the wrap or a portion of the buried pipe or fittings at other locations causing a leak in the surrounding area. If a steel facility is exposed and the pipe coating is found to be in need of repair, please contact 602-271-4277 so a crew can be dispatched to rewrap the pipe. This is a service provided by Southwest Gas at no cost to the Contractor.

When the excavations are complete, all exposed gas pipes should be protected. If the trench is more than three-feet wide, the pipe must be supported in a manner where the supporting material does not damage the pipe or its protective wrapping.

When backfilling, Southwest Gas requires both six-inches of bedding and six-inches of shading with sand or material free of rocks and able to pass through a 3/8-inch screen. This will provide a firm support under the facility and prevent damage to the pipe or pipe coating from the backfilling operation. Do not drop backfill directly over the gas pipe. During the compaction process, use extra care when directly over the gas pipe in order to avoid any damage.

When Southwest Gas abandoned pipes are encountered and in conflict with proposed facilities, contractor shall contact Southwest Gas dispatch at (877)860-6020 and a Southwest Gas technician will be dispatched to remove the portion of the abandoned pipe in conflict at no cost to the Contractor.

SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

107.1 COMPLIANCE WITH LAWS, add the following:

107.2 PERMITS, add the following:

The Contractor shall comply with all City of Buckeye and any applicable A.D.O.T., M.C.D.O.T. permitting requirements.

Contractor is made aware that a floodplain use permit is required when working in all floodplains, and that Contractor will need to pay for and secure permit prior to start of work.

It shall be the responsibility of the Contractor to obtain and provide payment for all required permits for construction, dust control, relocation of native plants, erection of signs, etc.

The Contractor shall be responsible for securing and payment for any necessary hydrant meters including deposits and all fees for water usage.

The Contractor shall be responsible for payment of any City fees associated with water main shutdowns or miscellaneous charges for optional City provided services.

A special grading permit at the Contractor's expense will be required when using spoils to fill private property. No grading will be allowed until a Grading and Drainage Plan has been approved by the City.

All haul routes for removals; excavation and dirt moving must be approved by the City prior to commencement of operations.

The Contractor shall be responsible for payment of any fees associated with the City for any work within their right-of-way and for adjusting or relocating their facilities.

107.2.1 AZPDES (NPDES) CONSTRUCTION GENERAL PERMIT REQUIREMENTS, add the following:

This project is subject to the Arizona Pollutant Discharge Elimination System (AZPDES) program's permit requirements for construction sites. The Contractor is responsible for obtaining applicable permits and complying with permit requirements.

The Storm Water Pollution Prevention Plan (SWPPP) must be submitted with the Notice of Intent (NOI). Within 32 business days of receipt, Arizona Department of Environmental Quality (ADEQ) will notify the operator whether:

- 1) It is acceptable to proceed under the general permit;
- 2) The SWPPP needs revisions; or

- 3) There is cause for eligibility denial. If notification is not received in this time-frame, the operator may assume coverage under this permit.

To prevent potential permitting delays, the Contractor is encouraged to prepare and submit the NOI and SWPPP to ADEQ upon receipt of notice of award from the City. Additional information may be obtained from the ADEQ website: <http://www.azdeq.gov/envirom/water/permits/stormwater.html>

107.5 SAFETY, HEALTH AND SANITATION PROVISIONS, add the following:

The Contractor shall provide and maintain portable toilet facilities in each area of work. Portable toilet facilities shall be cleaned not less than once weekly. The associated costs of this requirement shall be incidental to the project.

SECTION 210 BORROW EXCAVATION

210.4 MEASUREMENT, is revised to read:

Quantities of borrow excavation will NOT be measured.

210.5 PAYMENT, is revised to read:

No separate payment will be made for Borrow Excavation. Any work required under this, or any related, item shall be included in the cost of adjacent work items.

SECTION 211 FILL CONSTRUCTION

211.5 MEASUREMENT, add the following:

Quantities of fill construction will NOT be measured.

211.6 PAYMENT, add the following:

No payment will be made for Fill Construction. Any work required under this, or any related, item shall be included in the cost of adjacent work items.

SECTION 401 TRAFFIC CONTROL:

401.5 GENERAL TRAFFIC REGULATIONS:

Contractor will be required to provide permanent and temporary traffic control to accommodate project schedule, phasing, the general public, etc. throughout the length of this project, and as also indicated in the Contract Documents. Contractor shall coordinate, and receive written approval of from the City, all traffic control layouts and equipment prior to start of construction or prior to making any changes. Contractor shall modify traffic control, at any time, when requested by the City, and without any additional compensation.

There will be no full street, intersection, or driveway closures allowed at any time during the course of construction activities. Contractor must maintain one lane of traffic in each direction at all times throughout existing roadways. Contractor must also maintain access to all properties within the limits of construction activities at all times. Any full or partial restrictions or diversions shall be coordinated and approved by the City and property owner a minimum of 5 working days prior to the implementation date(s).

Variable Message Signs (VMS) shall be placed on the project along arterial roadways adjacent and connected to the project limits, in either direction, per the direction of the Project Manager, a minimum of ten days prior to the start of construction and shall remain active for the duration of the project.

The Contractor shall notify the Inspector seven days in advance of the time work will be started in areas requiring the rerouting of traffic, traffic lane striping or removal of street signs. The foregoing shall apply to progressive modifications of traffic routing within an area in which work is in progress.

401.5.1 TEMPORARY LANE DIVERSIONS, add the following:

Traffic shall be maintained on paved surfaces. All temporary lane diversions shall be paved and shall be delineated with vertical flashing panels.

SECTION 601 TRENCH EXCAVATION, BACKFILLING AND COMPACTION:

All provisions of Section 601 shall remain, except as follows:

Construction Requirement:

Locations indicated on the construction plans where storm drain pipe extends into the roadway structural section shall require CLSM backfill. Backfill limits shall include all parallel storm drain pipes at each location, and CLSM shall extend a minimum of 10 feet beyond section of pipe that is no longer within the pavement structural section.

When a pipe collar is required, the top dimension/limit of the concrete shall not be less than 4 inches below the bottom of the asphalt base course.

All other provisions of Section 618 Storm Drain Construction shall remain.

PART C: BID ITEMS

The following bid items are numbered to correspond to the Schedule of Bid Items and are included to explain details of work not covered by applicable Standard Specifications & Details as outlined in PART A, and to relate work and pay quantities to the specific bid item.

Any work shown on the plans implied or specified in the special provisions but not listed in the bid item shall be included in the cost of the project.

ITEM 105.80000 CONSTRUCTION SURVEYING & LAYOUT

MAG Section 105.8, Construction Stakes, Lines and Grades is deleted and replaced by the following:

General:

The Contractor shall furnish all materials, personnel, and equipment necessary to perform all surveying, staking, laying out of control lines and verifications of the accuracy of all existing control points which are delineated in the Contract Documents. The work shall be done under the direction of a Registered Land Surveyor licensed to practice in the State of Arizona.

Staking Outline:

Prior to beginning any survey operations, the Contractor shall furnish to the City's Contract Administrator, for approval, a written outline detailing the method of staking, interval of stakes, marking of stakes, grade control for various courses of materials, referencing, structure control, and any other procedures and controls necessary for survey completion. A part of this outline shall also be a schedule showing the sequencing of the survey and layout work, throughout the course of the contract, listing a percentage of completion for each month.

Field Books:

The Contractor shall furnish field books to be used for recording survey data, swing ties and field notes. These books shall be available for inspection by the City at any time and shall become the property of the City upon completion of the work.

Survey Control Verification:

Control Points (horizontal and vertical) - The existence and location of all survey monuments, bench marks and control points shall be verified prior to demolition or construction activity. Immediately notify the City when location discrepancies greater than two-hundredths (0.02) foot horizontal or one-hundredth (0.01) foot vertical are found. All datum shall be City's.

Control Lines:

Construction control lines with grade breaks, transition points, horizontal and vertical curves, etc., shall be established and referenced prior to construction.

Temporary Benchmarks:

Temporary benchmarks shall be established and referenced.

Pre-Construction Location Survey:

All existing features which are located prior to construction shall be referenced to survey monuments along control lines by stationing in accordance with the construction documents and by offset distance from the control lines. All features shall be re-locatable after construction. Distances measured shall be within one-hundredth (0.01) foot.

Survey Staking:

Survey monuments - all survey monuments that lie within the construction area that may be disturbed shall be referenced to a specific point on at least four (4) stable objects by distance measurement. Reference objects shall be located no greater than three hundred (300) ft from the survey monument being referenced.

Water and Sewer line appurtenances:

Water and sewer line surface appurtenances such as manholes, valves and cleanouts that lie within the construction area shall be located and noted on the Contractor's approved construction documents prior to any demolition or excavation.

Match Points and Removals:

Verify the location (horizontal and vertical) of existing facilities to which the project connects. Immediately notify the Inspector when location discrepancies of connecting facilities greater than one-tenth (0.10) foot horizontal or two-hundredths (0.02) foot vertical are found.

Construction Stakes:

The Contractor shall set construction stakes and marks establishing lines and grades for road work, curbs, gutters, sidewalks, structures, centerlines for utilities and necessary appurtenances and other work as indicated in the Contract Documents and shall be responsible for their conformance with the plans and specifications. The stakes shall be established in accordance with the following guidelines which represent the minimum standard and the Contractor shall provide additional stakes and controls necessary to perform the work. The Contractor shall be held responsible for the preservation of all stakes

and marks and will replace, at no additional cost to the City; any construction stakes or marks which have been carelessly or willfully destroyed by acts of nature or other parties.

Curbs, Curb and Gutter, Valley Gutter:

Curb and gutter shall be staked and installed prior to sidewalk, driveway and comer ramp construction. Cut/fill stakes for rough grade shall be set at one hundred (100) ft. intervals with cuts to the top of curb.

Finish grade stakes shall be set to curb grade at twenty-five (25) ft. intervals, at grade brakes, angle points, transitions, returns, driveways, alley entrances, sidewalk ramps and other curb control points. The stakes shall be tacked for line on a 2-foot offset to the back of curb. Face of curb forms shall be checked for grade at flow line prior to placing concrete where longitudinal grades are one- tenth percent (0.10%) or less.

Face of curb forms shall be checked for grade at gutter line prior to placing concrete for transitions at 30-foot intervals. Valley gutter stakes shall be set offset five (5) ft. from the centerline of the valley gutter at twenty-five (25) ft. intervals, marked with cuts to the flowline of the valley gutter.

Roadway:

Subgrade stakes shall be set to subgrade elevation at fifty (50) ft. intervals on straight sections, twenty-five (25) ft. intervals through vertical curves, on horizontal curves with radius of six-hundred (600) ft., or less, and/or slopes of less than four-tenths of one percent (0.4%), the beginning and end of horizontal and vertical curves and grade breaks. Stakes shall be set at crown lines, at grade break lines and at edges of pavement which do not abut concrete curb and gutter or at the edge of pavement abutting vertical curbs or other structures whose surface grade will not be flush with the finished pavement grade. Quarter lines will be staked where the distance between the crown line stakes and the curb and gutter face exceeds twenty (20) ft.

Select shall be staked the same as sub grade.

ABC stakes shall be set to ABC elevation at thirty-three (33) ft. intervals on straight sections, twenty-five (25) ft. intervals through vertical curves, on horizontal curves with radius of six-hundred (600) ft., or less, and/or slopes of less than four-tenths of one percent (0.4%), the beginning and end of horizontal and vertical curves and grade breaks. Stakes shall be set at crown lines, at grade breaks and at edges of pavement which do not abut concrete curb and gutter or at the edge of pavement abutting vertical curbs or other structures whose surface grade will not be flush with the finished pavement grade. Quarter lines will be staked where the distance between the crown line stakes and the curb and gutter face exceeds twenty (20) ft.

Pavement edges shall be controlled by utilizing a wire control mechanism or screeding along a concrete gutter or other structure whose surface grade is flush with the finished pavement grade. Stakes shall be set to finished elevation at thirty-three (33) ft. intervals on straight sections, twenty-five (25) ft. intervals on curves with radius of six-hundred (600) ft., or less, and/or slopes of less than four-tenths of one percent (0.4%), the beginning and end of horizontal and vertical curves and grade breaks.

Sidewalks:

Stakes are not required for sidewalks five (5) ft or less in width which are adjoining existing curb and gutter.

Sidewalk stakes shall be set to grade on an offset and tacked for line at twenty-five (25) ft intervals at the beginning and end of horizontal and vertical curves and grade breaks.

Traffic Signing, Striping:

The Contractor shall delineate the procedures and controls to be utilized in the Staking Outline.

Landscaping:

The Contractor shall delineate the procedures and controls to be utilized in the Staking Outline.

Re-establishment Survey:

Monument locations will be marked with "straddlers" (four nails with metal "shiners") driven into the pavement, placed in pairs approximately six feet apart and opposite to each other. Lines connecting opposing pairs shall form a ninety-degree cross with three foot legs. The center of the cross will signify the exact location of the center of the monument to be set. Monuments will be drilled or punched after they have been set.

Manhole, valve box and cleanout locations shall be painted on the pavement.

Inspection and Acceptance of Work:

The City reserves the right to make inspections and random checks of any portion of the staking and layout work. If, in the City's opinion, the work is not being performed in a manner that will assure proper control and accuracy of the work, the City's will order any or all of the staking and layout work redone at no additional cost.

Measurement and Payment:

Construction surveying & layout will be measured as a single complete item of work together with as-built surveying and paid at the Lump Sum price indicated on the Bid Schedule, which amount shall be considered full compensation for the work as described herein and required to provide all necessary survey stakes and control. The approved schedule showing the sequencing and percentage of the survey and layout work shall be the basis on which monthly progress payments shall be made. This schedule shall be subject to periodic review, at the request of either party, if the survey and layout work lags or accelerates. If necessary, the schedule will be revised to reflect changes in survey and layout progress. When approved, the revised schedule will become the basis for payment.

ITEM 105.80002 AS-BUILTS**General:**

A full-size set of project red line drawings shall be kept on-site and updated on a weekly basis with a red pencil or red ink to reflect any field adjustments, changes, omissions, additions, etc. as they occur on the project. The City's inspector will check site as-builts on a weekly basis to ensure all modified project elements have been properly recorded on the field plan set.

The Contractor shall provide plan sheets for use in preparing final as-builts. Information shall be shown on these plans in red opaque ink, depicting the constructed dimensions, elevations, grades and materials including locations of existing underground utilities found during construction.

The Contractor shall exercise extreme care in handling any provided originals and will return them to the City's in like condition. In the event the originals are damaged or determined by the City's to be unacceptable, the Contractor shall replace the originals by contacting the Design Engineer of record and have new drawings produced. All costs incurred, as the result of replacing the originals shall be borne by the Contractor. The City will be the sole judge in determining whether the as-builts are acceptable in either condition or detail.

All work included in the contract documents as well as changes to the contract shall be noted as correct or modified by either checking off the information if it is correct, or by drawing a neat line through the original data and writing in the correct information in red opaque ink if the information is incorrect. Unless noted otherwise below in the minimum as-built requirement section, station/offset measurements will be from construction centerline/monument line both parallel and transverse to roadway; added items or location changes shall be physically drawn at revised or new locations on the as-builts; and all measurements and stations should be to the nearest tenth foot.

The minimum requirements for as-built acceptance is as follows:

Project Drawing Quantity Notations:

Any project drawing or quantity summary sheet that shows a quantity on it that is incorrect shall be corrected by drawing a neat line through the original quantity and writing in the correct information. When space on the drawing does not allow room to indicate the corrections, a separate table may be drawn on a separate sheet with reference on both plan sheets to the plan sheet that the table refers to or to the sheet where the table is located.

Existing/New Utilities:

All underground infrastructure utilities, whether depicted on the project plans or not, shall be verified, corrected or added to the as-builts noting the beginning and ending station/offset location and elevation of utility relative to finished roadway grade or other identifiable ground or permanent roadway/project feature. Any electrical installation work for street lighting or power connection shall be located relative to construction centerline/monument line or relative to back of curb and gutter (whichever is closer) including the depth of the facility.

Removals:

Dimensions and/or other volumetric descriptions and station/offset location of all removed items.

Curb/Gutter/Valley Gutter:

Beginning and ending station/offset location of straight curb /gutter/valley gutter runs relative to construction centerline/monument line; flow line elevation; and station/offset location of PC's and PT's.

Driveway/Alley Entrances:

Beginning and ending station/offset including driveway wings.

Sidewalk:

Beginning and ending station/offset and any other modification necessary to incorporate or avoid existing facility conflicts.

Pipelines:

When pipeline parallels the construction centerline/monument line, verify or correct the perpendicular distance between the two. When pipeline angles relative to the construction centerline/monument line or is in a curved roadway section, as-built measured straight pipe

run distances, angle points, changes in size, fitting/tee locations tied-in with practical known construction centerline/monument line location or other easily verifiable permanent point. Distances between fittings are from fitting centerline. Fire hydrant and catch basin branch lines are to be shown in profile including pipeline bends and collars. All project drawing pipeline cross-sections and profiles are to be corrected to reflect modified pipeline locations/alignments. Station and offset locations for sewer line laterals are from main line to ROW line with beginning/ending line location tied to a monument or to a property corner. Locations where waterlines cross curb and gutter are to be noted by station. Where waterlines run parallel to curb and gutter, note locations relative to back of curb or construction centerline/monument line (whichever is closer) including angle points and elevation.

Manhole/Catch Basin/ Valve/Cleanout/Tee:

Beginning/ending station and offset. Stationing is to commence at the downstream manhole (or as depicted on drawings) with location of tap/wye/tee/lateral locations clearly noted.

Landscaping and Irrigation:

Note the beginning and ending station/offset/elevation including size of pipe, sleeve/pull-box, valve, water-service meter, water-service tap, bubbler & drip-line locations.

Traffic Signal:

Signal pole station/offset; electrical conduit, sleeve, controller, meter pedestal, battery backup, and pull box station/offset with distances of electrical conduit runs noted and tied in with known point.

Roadway Striping/Signage:

Any relocated sign shall be located by station and offset from construction centerline/monument line. Any change in roadway marking is to be noted on as-builts.

Roadway Street Lighting:

Street light poles are to be located by station and offset from construction centerline/monument line.

Linear Items:

Fences, walls, ditches, etc. should be located by station/offset and tied in with a permanent point.

The as-built drawings shall be certified by an Arizona Registered Land Surveyor. As-built drawings shall be delivered to the City's Contract Administrator within thirty (30) calendar

days from the date of final inspection and acceptance by the City's of the work completed under this contract. Work under this bid item includes transfer of all information noted by the contractor on the on-site as-built drawing set described above. Final payment will be made only after submitted as-builts are accepted by the City (see "Measurement and Payment" below).

Measurement and Payment:

As-Builts will be measured as a single complete item of work and paid at the Lump Sum price for a complete item of work after approval by City Engineer, and after as-builts have been sealed by a registered surveyor, and as indicated on the Bid Schedule, which amount shall be considered full compensation for the work as described herein and required to clearly indicate all specific as-built information.

Final payment for work under this bid item will be made when the City accepts the final as-built. Should the contractor fail to submit acceptable as-builts within the maximum 30 calendar day period noted above, the City will execute a deduct change order for 10 percent of the bid item total from the contract (or \$2,500.00, whichever is greater) for every five working day period that the contractor fails to provide acceptable as-builts (not including City review time). If the contractor fails to submit acceptable as-builts after the 3rd submittal, the City will deduct 50% from the bid item total from the contract (or \$10,000.00, whichever is greater) and execute a final change order noting the City's justification for penalizing the contractor for unacceptable as-built preparation.

ITEM 105.90000 SWPPP/ EROSION PROTECTION

Section 107.2.1 of MAG Standard Specifications is modified as follows:

ADD:

A. General requirements:

The plans may include preliminary erosion control measures and additional information to be included in the project's Storm Water Pollution Prevention Plan (SWPPP). The contractor shall finalize the SWPPP before submitting a Notice of Intent (NOI) to ADEQ. Except for the NOI, all signatures required of the contractor by the AZPDES Construction General Permit (CGP), including those required for the NOT, SWPPP, and inspection reports, shall be provided by a duly authorized representative of the contractor, as defined in Part VIII.J.2 of said permit. Signature of the NOI shall be by a responsible corporate officer, as defined in Part VIII.J.1 of the CGP.

The plans may include descriptions of temporary and permanent erosion control measures; a project description; and site-specific diagrams indicating proposed locations where erosion and sediment control devices or pollution control measures may be required during successive construction stages. The plans may also include an initial

schedule detailing the proposed sequence of construction and related erosion control measures.

B. Submittals:

The Contractor shall submit two copies of the SWPPP, including all information specified herein, to the Construction Coordinator at the pre-construction conference, if possible, for approval. The SWPPP shall contain an executed letter of delegation which delegates the responsibilities for compliance with the Arizona Construction General Permit and Site Storm Water Pollution Prevention Plan to the contractor.

Submission of the Contractor's NOI shall certify that the contractor and its subcontractors have read and will comply with all provisions of the project specific SWPPP and the (current) ADEQ Arizona Pollutant Discharge Elimination System Construction General Permit (CGP).

The Contract Administrator shall withhold the Notice to Proceed until an Authorization to Discharge from ADEQ has been issued to the Contractor, and a copy has been provided to the Contract Administrator.

C. Contractor's Responsibilities:

The Contractor shall review the preliminary information, including erosion control features and phasing, evaluate all SWPPP requirements for adequacy in addressing pollution prevention during construction, and prepare a SWPPP for review by the Construction Coordinator.

The Contractor shall designate the erosion control coordinator as an authorized representative of the Contractor in accordance with Part VIII.J.2 of the CGP. The erosion control coordinator shall be responsible for finalization and implementation of the SWPPP as well as all other applicable requirements of the CGP.

The SWPPP shall include all information required in the CGP, including a site map; identification of receiving waters and wetlands impacted by the project; a list of potential pollutant sources; inspection schedule; any onsite or off-site material storage sites; additional or modified stormwater, erosion, and sediment controls; procedures for maintaining temporary and permanent erosion control measures; a list of the contractor's "good housekeeping practices"; and other permit requirements as stipulated in the CGP as well as other applicable state or local programs.

The Contractor shall give installation of permanent erosion control measures priority over reliance on temporary measures. Permanent erosion control measures and drainage structures shall be installed as soon as possible in the construction sequencing of the project, preferably concurrent with construction of the related sub-area or drainage device. However, except as specified in Part IV, Section B.2 of the CGP and approved by the City Engineer, erosion control measures shall be installed no later than

14 calendar days after construction activity has temporarily or permanently ceased for the affected sub-area.

Temporary or permanent sedimentation basins may be required for reducing or eliminating sediment from stormwater runoff. When required, such basins shall be completed before any clearing and grubbing of the site is initiated. The contractor shall evaluate the need and attainability of installing sediment basins as described in the CGP and, if approved by the Construction Coordinator, incorporate the basins into the SWPPP as appropriate. The plans may include sediment basins as part of the preliminary information. No additional payment will be made for such basins, the cost being considered as included in contract items.

The SWPPP shall identify and address erosion and pollution control at on-site fueling operations, waste piles, material storage sites, concrete washout areas, and off-site dedicated asphalt and concrete plants, contractor-use areas, storage areas, and support activity locations which are used solely for the project and are covered by the CGP. The SWPPP shall accommodate all requirements for the contractor's "good housekeeping" procedures. In addition, the SWPPP shall specifically identify the erosion control measures proposed by the contractor during any vegetation removal and salvaging phases of the project.

The SWPPP shall specify the mechanism whereby revisions may be proposed throughout the project and incorporated into the plan, including review and approval procedure. The Construction Coordinator and contractor shall jointly approve and sign each revision to the SWPPP before implementation. Any subsequent submittals required by the contractor to revise or update the SWPPP may require at least 48 hours for review.

Contractors and subcontractors responsible for implementing all or portions of the SWPPP shall be identified, with contact information, in the SWPPP, along with the measures for which they are responsible.

Within 10 calendar days from the SWPPP submittal, the Construction Coordinator will review the contractor's SWPPP; the contractor will include any additional revisions directed by the Construction Coordinator. The finalized SWPPP shall meet the terms and conditions of the CGP and be compatible with construction. Upon approval of the SWPPP, the contractor shall file an NOI.

No clearing, grubbing, earthwork, or other work elements affected by the erosion control requirements in the SWPPP, shall be started until the SWPPP has been approved, the NOI completed and filed, copies of the NOI and Authorization to Discharge from ADEQ provided to the Contract Administrator, and the SWPPP implemented. The contractor shall post the ADEQ Authorization Number in a conspicuous location, near the construction entrance or construction yard, whichever is more visible to the public.

The Contractor shall give attention to the effect of the Contractor's operations upon the landscape and shall take care to maintain natural surroundings undamaged and keep all operations within the project limits as defined on the plans.

The Contractor shall maintain all related erosion control elements in proper working order throughout the project. Work under this section also includes inspections, record-keeping, and implementation of "good housekeeping". If existing erosion and sediment control measures (BMPs) need to be repaired, modified or increased, implementation shall be completed within 7 calendar days or before the next rain event (whichever is sooner).

The approved SWPPP shall be updated whenever a change in design, construction method, operation, maintenance procedure, or other activity may cause a significant effect on the discharge of pollutants to surface waters, or when a change is proposed to the personnel responsible for implementing any portion of the SWPPP. The SWPPP shall also be amended if inspections indicate that the SWPPP is ineffective in eliminating or significantly reducing pollutants in the discharges from the construction site. All necessary modifications to the SWPPP shall be made within seven calendar days following the inspection that revealed the deficiency.

The Contractor's erosion control coordinator shall maintain the SWPPP along with completed inspection forms and other AZPDES records in a three-ring binder. The erosion control coordinator shall maintain a current copy of the SWPPP, including all associated records and forms, at the job site from the time construction begins until completion of the project. The SWPPP shall be available for public inspection and for use by the Construction Coordinator. The Contractor's erosion control coordinator shall maintain two copies of the SWPPP, in two separate binders, including amendments, inspection records, and all data used to complete the NOI and Notice of Termination (NOT) to the Construction Coordinator throughout the project. The contractor shall submit one complete copy of the SWPPP binder to the Construction Coordinator with the as-built plans and retain its own records for a period of at least three years from the filing of the contractor's NOT.

No condition of the CGP or the SWPPP shall release the contractor from any responsibilities or requirements under other environmental statutes or regulations.

D. Minimum Stormwater Control Measures:

BMPs for Impaired or Unique Waters

- Construction Entrances and Exits

Construction entrances and exits must be built using a bottom layer of filter fabric, covered by either coarse aggregate or large rock (approximately 3" in size) or an

equivalent structural track-out device adequate to shake dirt loose from vehicles leaving the site. Additional measures must be taken if necessary to prevent vehicle track-out of dirt to the street. Any track-out to the street must be swept up daily. Construction entrances and exits must be permanently stabilized at the end of construction.

- Soil Stockpiles

Topsoil stockpiles, excavation spoils, and any other sedimentary piles must be covered with a tarp, and contained by silt fence or other structural measure down-slope of the pile at the end of every work day. Stockpiles and spoils must be placed as far as possible away from the watercourse and other drainage ways. Unless the entire project site is located within the floodplain, stockpiles and spoils must also be placed above the floodplain.

- Up-slope Areas (Soil and Slope Stabilization)

The areas disturbed by construction that are located up-slope of the watercourse must be stabilized along contour lines at the toe of the slope by silt fence, vegetative cover, or other slope stabilization measure. All drainage paths draining to the watercourse must be stabilized. Stabilization of these areas must be maintained throughout construction and until final stabilization is achieved.

- Construction Material and Equipment Storage Areas

Construction materials and equipment must be stored as far as possible away from the watercourse and other drainage ways. Unless the entire project site is located within the floodplain, construction materials and equipment must also be stored above the floodplain. Construction materials that contain toxic substances that may be washed away by rainfall must be covered to protect these materials from precipitation, and elevated above-ground to prevent the runoff of pollutants.

Good housekeeping procedures must be used with any chemicals stored on site. Secondary containment must be installed around any chemical storage areas. Equipment storage areas must be contained using a protective structural BMP down gradient from the storage area. All unused construction materials must be removed from the construction site upon completion of the project.

- Waste Management

A designated area for collection of construction wastes and trash must be identified and used. Waste collection areas must be located as far as possible away from the watercourse and other drainage ways. Unless the entire project site is located within the floodplain, waste collection areas must also be located above the floodplain. The waste collection areas must be contained within a protective structural BMP to capture runoff. All dumpsters on the site must be covered to minimize contact with rainfall. Secondary

containment must be provided around dumpsters to capture leakage. All waste materials must be removed from the construction site upon completion of the project.

- Vehicle and Equipment Maintenance

Vehicle and equipment maintenance areas must be located as far as possible away from the watercourse and other drainage ways. Unless the entire project site is located within the floodplain, vehicle and equipment maintenance areas must also be located above the floodplain. Any on-site vehicle and equipment maintenance areas must be contained within a protective structural BMP to capture leaks and spills. On-site maintenance areas must be lined with a strong, impervious material that will contain petroleum hydrocarbons and withstand mechanical stress due to vehicle traffic.

Vehicle or equipment break-downs that require repair at other locations on the site must be performed using drip pans or absorbent material to contain liquids. Maintenance of leaking vehicles or equipment must be performed immediately. Maintenance wastes must be promptly cleaned up, adequately contained, and properly disposed.

Vehicle or equipment washing areas must be located above the floodplain and as far as possible away from the watercourse and other drainage ways. Washing areas must be designed to contain wash water (lined) and prevent runoff (enclosed). No soap, solvents, or petroleum are allowed for washing equipment or vehicles on site. No steam cleaning of equipment or vehicles is allowed on site. All vehicle and equipment maintenance and washing areas must be removed from the construction site upon completion of the project.

- Concrete Wash-out Area(s)

A designated area for concrete truck washing must be identified and used. The concrete wash-out area must be located as far as possible away from the watercourse and other drainage ways. Unless the entire project site is located within the floodplain, the concrete wash-out area must also be located above the floodplain. The washout area must be contained by constructing a temporary sub-surface pit or by using impervious structural barriers to contain concrete waste while it hardens. The wash-out area must be lined with an impervious material to hold wash water while it evaporates. The wash-out area must be built with adequate capacity to hold concrete wastes and potential rainfall, and prevent overtopping and runoff.

Concrete transit mixers must be cleaned in the designated wash-out area only. Only concrete from the mixer truck chutes should be washed into the wash-out area. No other vehicles should be washed in the concrete wash-out area. Concrete wastes must be properly disposed off site upon completion of the project. All materials used to construct the temporary wash-out area must be removed from the construction site following

construction. Ground disturbance at the wash-out area must be permanently stabilized at the end of construction.

- Concrete Handling

Materials and equipment used for mixing and pouring concrete must be stored as far as possible away from the watercourse and other drainage ways. Unless the entire project site is located within the floodplain, concrete materials and equipment must also be stored above the floodplain. Materials that may be washed away in rainfall must be covered to protect these materials from precipitation and stored above-ground to prevent the runoff of pollutants. Avoid mixing excess amounts of fresh concrete on site to minimize wastes. Excess concrete must be disposed in designated areas only. Runoff of wash water from washing and finishing concrete must be controlled by directing water to a contained area for storage and evaporation.

Apply concrete curing compounds during dry weather to prevent contaminants from washing away in stormwater runoff. Curing compounds must be applied carefully to prevent drift and runoff of toxic substances. Apply curing compounds close to the surface to minimize drift. Apply curing compounds carefully to prevent overspray. Cure water from concrete curing activities must be contained and properly handled as liquid waste.

Residue from grinding operations should be vacuumed and properly disposed. Saw cutting residue must be removed from the surface to prevent it from washing away in stormwater. Slurry residue must be contained and properly disposed as liquid waste. Minimize drift of dust and blast material from blasting operations by working close to the surface. Waste water from blasting activity must be contained and properly disposed.

- Pavement Construction/Asphalt Handling

Paving materials and equipment must be stored as far as possible away from the watercourse and other drainage ways. Unless the entire project site is located within the floodplain, paving materials and equipment must also be stored above the floodplain. Paving materials and equipment must be stored to prevent the runoff of pollutants in stormwater. Asphalt and sealants must be applied during dry weather to prevent contaminants from washing away in stormwater runoff. Spoils from existing roadways must be stockpiled above the floodplain and as far as possible away from the watercourse.

Use only non-toxic substances (no soaps) to coat asphalt transport trucks and asphalt spreading equipment. Drips and leaks from paving machines and equipment must be promptly cleaned up and properly disposed. Paving machines and equipment must be parked over drip pans or absorbent material to contain drips and leaks between uses.

If paving involves asphaltic concrete (AC), prevent sand or gravel placed over new asphalt from washing away in stormwater. Vacuum or sweep loose sand and gravel from the pavement and properly dispose the wastes. During seal application and sweeping operations, contain petroleum or petroleum-covered aggregate and properly dispose to prevent runoff of pollutants in stormwater.

- Sanitary Waste Facilities

Provide a sufficient number of portable toilets on the site as necessary for construction personnel. Portable toilets must be located as far as possible away from the watercourse and other drainage ways. Unless the entire project site is located within the floodplain, portable toilets must also be located above the floodplain. Portable toilets must be secured to prevent overturning if there is any risk for high winds. Portable toilets must be maintained in good operating condition and regularly serviced to prevent overflow. Use only licensed sanitary and septic waste haulers for service.

Measurement and Payment:

Measurement and payment work performed under this Bid Item shall be measured as a single complete item of work and paid at the lump sum price indicated on the Bid Schedule, which price shall be full compensation for the work as described herein. Contractor reimbursement shall be made in equal payment installments spanning the construction contract period. Contractor shall submit anticipated payment request table for approval in advance of first payment request submittal.

Price bid shall include all labor, material, and equipment necessary to provide approved and acceptable SWPPP and Erosion Protection, in accordance with the plans, details, special provisions and all addendums.

ITEM 106.10000 PERMITTING

General:

Refer to Section 107.2 for permitting requirements. It shall be the responsibility of the Contractor to obtain and provide payment for all required permits for construction, dust control, relocation of native plants, erection of signs, etc.

Measurement and Payment

Measurement and payment work performed under this Bid Item shall be measured as a single complete item of work and paid at the lump sum price indicated on the Bid Schedule, which price shall be full compensation for the work as described herein. Contractor reimbursement shall be made in equal payment installments spanning the construction contract period. Contractor shall submit anticipated payment request table for approval in

advance of first payment request submittal. Price bid shall include all labor, material, and equipment necessary to provide quality control, in accordance with the plans, details, special provisions and all addendums.

ITEM 106.40000 QUALITY CONTROL & QUALITY ASSURANCE

Description:

The work under this section shall include the furnishing of all materials, personnel, and equipment necessary to provide acceptable quality control in the production, handling, and placement of all materials per MAG Uniform Standard Specifications Section 106 and these special provisions. Contractor shall make arrangements to accommodate up to 3 testing agencies for any given sample/test taken to correlate results. City will, when necessary, provide Quality Assurance and/or Independent Assurance testing agencies to supplement Contractor Quality Control testing agency.

Measurement and Payment: Contractor Quality Control shall be measured as a single complete item of work and paid at the lump sum price indicated on the Bid Schedule, which price shall be full compensation for the work as described herein. Contractor shall be required to provide an approved Quality Control Sample Checklist outlining the required testing and percentage of the contractor quality control work, in which this checklist shall be the basis on which monthly progress payments shall be made. The Quality Control Sample Checklist shall be subject to periodic review, at the request of either party, if the actual progress lags or accelerates, the percentage may be revised to reflect changes of the overall progress of the project. When approved, the revised Checklist will become the basis for payment for subsequent monthly progress payments.

Section 106 – Control of Material:

106.2 General: the second, third, and fourth paragraphs of the MAG Uniform Standard Specifications Section 106 are revised to read:

Any laboratory performing quality control sampling and testing for the City project shall be open to unrestricted access for inspection and review by the City Engineer. The laboratory shall provide an adequate amount of enclosed space and be supplied with the proper equipment, facilities and utilities so that the required testing procedures can be performed. It shall have adequate lighting, ventilation, and means of ingress and egress. The laboratory shall be equipped with heating and cooling equipment capable of maintaining an ambient air temperature of 68 to 78 degrees F. The laboratory and all equipment and facilities therein shall be kept clean and maintained in good working order.

Sampling and testing of materials shall be in accordance with the requirements of:

- The ADOT Materials Testing Manual.
- The ADOT Materials Policy and Procedure Directives Manual.
- Applicable Federal, AASHTO, or ASTM specifications or test designations.
- Applicable specifications or test designations of other nationally recognized organizations.

Whenever a reference is made to an Arizona Test Method or an ADOT Materials Policy and Procedure Directive, it shall mean the test method or policy and procedure directive in effect on the bid opening date.

Unless otherwise specified, whenever a reference is made to a Federal, AASHTO, or ASTM specification or test designation or to a specification or test designation of other nationally recognized organizations, it shall mean the specification or test designation in effect on the bid opening date.

Geotechnical Investigation:

Contractor shall perform geotechnical investigation at all locations where traffic signal foundations will be installed. At a minimum, the geotechnical investigation shall include the following:

1. Test borings will be performed to determine subsurface conditions and obtain representative samples for laboratory analyses. Test borings 40 feet in depth are required at the intersection quadrant areas and two test borings 5 feet in depth are proposed for new paved areas. Test borings will be Blue Staked.
2. Laboratory analyses of representative samples will include:
 - Moisture Content and Dry Density
 - Compression
 - Direct Shear
 - Minus No. 200 Sieve and Plasticity Index
 - Swell
 - Standard Proctor
 - pH/Minimum Resistivity
3. The field and laboratory data must be used in engineering evaluation and analyses to formulate geotechnical recommendations. An Engineer's report will be provided presenting the results of the field and laboratory testing and recommendations for foundation support (including footing depth, bearing capacity, and estimated settlement), lateral earth pressures, site grading and preparation procedures, corrosion and swell potential.

The geotechnical investigation report must be provided to and approved by the City prior to construction of any foundations.

106.2 General: of the MAG Uniform Standard Specifications is modified to add:

106.2(C) Contractor Quality Control:

The contractor is responsible for quality control measures necessary to provide acceptable quality in the production, handling, and placement of all materials, as well as geotechnical investigation to verify and substantiate foundation depth, sizing, configuration and reinforcement. The Contractor shall develop a Quality Control Sample Checklist to be submitted at the Pre-Construction Meeting and a Geotechnical Investigation Report for Signal Foundations for review by the City Engineer.

The Checklist shall outline the anticipated total number of tests required for each bid item and/or each material type (concrete class, asphalt pavement, aggregate type, etc), for approval by the City Engineer. The Checklist shall also be coordinated with the contractor's schedule so as to outline the anticipated number of tests to be performed each month and summarized as an estimated monthly percentage of the lump sum item. The Contractor shall not commence any work until the quality control checklist has been reviewed and approved by the City.

106.2(C) (1) Quality Control Laboratory:

All field and laboratory sampling and testing shall be personnel for a laboratory or laboratories approved by the City. The requirements for approval of laboratories are specified in the ADOT System for the Evaluation of Testing Laboratories. Approved laboratories and the test methods for which they are approved to perform, are listed in the ADOT Directory of Approved Materials Testing Laboratories. Approved test methods listed in the ADOT Directory of Approved Materials Testing Laboratories do not include field sampling and testing procedures. When field sampling and testing procedures are performed, the appropriate valid Arizona Technical Testing Institute (ATTI) and/or American Concrete Institute (ACI) certification(s) are required. The ADOT System for the Evaluation of Testing Laboratories and the ADOT Directory of Approved Materials Testing Laboratories may be obtained from ADOT Materials Group, Quality Assurance Section, 1221 North 21st Avenue, Phoenix, Arizona 85009.

The City Engineer will promptly advise the Contractor in writing of any noted deficiencies concerning the laboratory facility, equipment, supplies, or sampling and testing personnel and procedures.

106.2(C) (2) Quality Sampling and Testing Supervisor:

The contractor shall designate a Quality Sampling and Testing Supervisor(s) who is responsible to supervise the sampling and testing and who meets the requirements given in Table 106-1 for the specific material on which sampling and testing is being performed. The Quality Sampling and Testing Supervisor(s) shall be an employee of the contractor or a consultant engaged by the contractor, and may be responsible for supervising the sampling and testing on more than one project. The Quality Sampling and Testing Supervisor(s) shall be able to be at the job site within 24 hours from any point in time. Additional information regarding Quality Sampling and Testing Supervisor certification can be obtained from the ADOT Materials Group, Quality Assurance Section, 1221 North 21st Avenue, Phoenix, Arizona 85009.

TABLE 106-1	
QUALITY SAMPLING AND TESTING SUPERVISOR REQUIREMENTS	
Soils and Aggregate	
Field	Laboratory
Arizona Technical Testing Institute (ATTI) "Field" certification plus one of (a) through (g) below.	Arizona Technical Testing Institute (ATTI) "Laboratory Soils/Aggregate" certification plus one of (a) through (g) below.
Asphaltic Concrete	
Field	Laboratory
Arizona Technical Testing Institute (ATTI) "Field" certification plus one of (a) through (g) below.	Arizona Technical Testing Institute (ATTI) "Asphalt" certification plus one of (a) through (g) below.
Concrete	
Field	Laboratory
American Concrete Institute (ACI) "Concrete Field Testing Technician Grade I" certification plus one of (a) through (g) below.	American Concrete Institute (ACI) "Concrete Strength Testing Technician" certification plus one of (a) through (g) below.

(a) Professional Engineer, registered in the State of Arizona, with one year of highway materials sampling and testing experience acceptable to the Department.
(b) Engineer-In-Training, certified by the State of Arizona, with two years of highway materials sampling and testing experience acceptable to the Department.
(c) Obtained a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology, Construction, or related field acceptable to the Department; and with three years of highway materials sampling and testing experience acceptable to the Department.
(d) Certified by the National Institute for Certification in Engineering Technologies (NICET) in the Construction Materials Testing field as an Engineering Technician (Level III) or higher in the appropriate subfield in which sampling and testing is being performed.
(e) Certified by NICET in the Transportation Engineering Technology field as an Engineering Technician (Level III) or higher in the Highway Materials subfield.
(f) Certified by NICET as an Engineering Technician, or higher, in Civil Engineering Technology with five years of highway materials sampling and testing experience acceptable to the Department.
(g) An individual with eight years of highway materials sampling and testing and construction experience acceptable to the Department.

106.2(C) (3) Quality Sampling and Testing Technician:

Quality Sampling and Testing Technicians who perform the actual sampling and testing shall meet the requirements given in Table 106-2 for the specific material on which sampling and testing is being performed. Quality Sampling and Testing Technicians shall be employees of the Quality Control Laboratory and be supervised by a qualified Quality Sampling and Testing Supervisor for the specific material on which sampling and testing is being performed. Additional information regarding Quality Sampling and Testing Technician certification can be obtained from the ADOT Materials Group, Quality Assurance Section, 1221 North 21st Avenue, Phoenix, Arizona 85009.

TABLE 106-2	
QUALITY SAMPLING AND TESTING TECHNICIAN REQUIREMENTS	
Soils and Aggregate	
Field	Laboratory
Arizona Technical Testing Institute (ATTI) "Field" certification.	Arizona Technical Testing Institute (ATTI) "Laboratory Soils/Aggregate" certification.
Asphaltic Concrete	
Field	Laboratory
Arizona Technical Testing Institute (ATTI) "Field" certification.	Arizona Technical Testing Institute (ATTI) "Asphalt" Certification.
Concrete	
Field	Laboratory
American Concrete Institute (ACI) "Concrete Field Testing Technician Grade I" certification.	American Concrete Institute (ACI) "Concrete Strength Testing Technician" certification.

106.2(C) (4) Records:

The Quality Control Laboratory shall maintain all sampling and testing records and supporting documentation used in the preparation of the Weekly Quality Control Report. The Contractor shall review those records and shall make those records and supporting documentation available to the City for review and copying as desired.

106.2(C) (5) Weekly Quality Control Reports:

The Contractor shall submit Weekly Quality Control Reports to the City Engineer and the Quality Assurance representatives. The weekly reports shall state the types of work, such as earthwork, subgrade Portland cement concrete, or asphaltic concrete, which have been performed during the report period, and shall also include the process control measures taken to assure quality. The weekly report shall provide sample identification information for materials tested during the report period, including sample number, date sampled, sample location, person obtaining sample, and original source of material. The report shall

also provide the results for all required tests and any retests, corrective actions, and any other information relevant to quality control. Although hand-written documentation can be included, the quality control report narrative, sample identification information, results for tests and any retests and corrective actions shall be typed to ensure the City can make clear reproductions of the documents. The report period shall end at midnight of each Friday, and the report shall be submitted to the City Engineer no later than 5:00 p.m. of the following Wednesday. Reports not submitted by the above-referenced deadline shall be considered delinquent, and may result in monies deducted from the Contractor's monthly estimate, at the discretion of the City Engineer, at a rate of \$500.00 per occurrence.

Measurement and Payment

Measurement and payment work performed under this Bid Item shall be measured as a single complete item of work and paid at the lump sum price indicated on the Bid Schedule, which price shall be full compensation for the work as described herein. Contractor reimbursement shall be made in equal payment installments spanning the construction contract period. Contractor shall submit anticipated payment request table for approval in advance of first payment request submittal. Price bid shall include all labor, material, and equipment necessary to provide quality control, in accordance with the plans, details, special provisions and all addendums.

ITEM 220.50010 GRADING FOR DRAINAGE

General:

For excavation and construction of retention basins, channels/washes, roadside swales, berms, ditches, conform to MAG Sections 210, 211, 215 except as modified herein.

Replace Section 215.1 Description with the following:

Earthwork/grading for drainage for retention/detention basins, channels/washes, roadside swales, berms, ditches, etc. shall include clearing/grubbing, stripping, excavation, fill, backfill, removing unsuitable material, grading and disposal of excavated and removed material. Limits shall extend from limits of roadway excavation, where adjacent to proposed roadway construction, and extend to locations where grading will match existing. Scope under this item shall also include all associated work necessary to excavate, transport, grade, and compact excess/haul material to adjacent City properties where directed by City staff.

Open channels and ditches for the purpose of this section shall mean open lined or unlined channels and lined or unlined (concrete, rip rap or other material) trapezoidal, triangular or irregular channels or ditches.

All retention/detention basins shall have sideslopes and adjacent tops of berms compacted per MAG specifications. All basin bottoms shall be compacted then overexcavated at the time of final project acceptance by the City Engineer. Basin bottom material shall be loose and overexcavated to a depth of no less than 12 inches to allow for natural percolation. Bottom windrows shall be parallel to adjacent roadway.

Structural backfill shall be placed against all concrete structures, including collars & manholes, and compacted per MAG Section 206, and not less than 100%. All other compaction shall be no less than 95% when not within the roadway excavation limits.

Measurement and Payment:

Measurement and payment work performed under this Bid Item shall be measured as a single complete item of work and paid at the lump sum price indicated on the Bid Schedule, which price shall be full compensation for the work as described herein. Contractor reimbursement shall be made in increments agreed to prior to start of construction, in installments spanning the construction contract period. Contractor shall submit anticipated payment request table for approval in advance of first payment request submittal. Price bid shall include all labor, material, and equipment necessary to provide earthwork for drainage, in accordance with the plans, details, special provisions and all addendums.

ITEM 310.00010 AGGREGATE BASE COURSE PER PVMT STRUCTURAL SECTION NO. 1 (INCLUDES ROADWAY EXCAVATION & SUBGRADE/SUBBASE PREP)

Conform to MAG Section 310 except as addended herein.

Aggregate base course (ABC) shall consist of new material only, and shall be furnished from an approved supplier. No recycled material, asphalt, concrete, organic, etc. material shall be used to haul, prepare, construct, or compact aggregate base course or native material as detailed in the construction plans and these special provisions unless previously authorized in writing by the City. Subgrade preparation per MAG Section 301 and roadway excavation is inclusive of this bid item and shall not be measured or paid separately.

Measurement and payment shall be made on the basis of the contract unit price bid per square yard basis, compacted in place. No distinction will be given between thicknesses of ABC material, as detailed in the construction plans/documents, compacted in place. Price bid shall include all labor, material, and equipment necessary to install the Aggregate Base Course complete in accordance with the plans, details, and these Special Provisions.

ITEM 340.01320 DIRECTIONAL SIDEWALK RAMP PER DETAIL 4, SHEET DT01 (COB STD DET 63240, UNPUBLISHED)

General:

Ramp to be constructed at locations shown on the construction plans, and shall comply with COB Standard Detail 63240. Longitudinal slope of ramp landing shall not exceed 12:1

at any location, and no ramp, landing or other pedestrian pathway cross slope shall exceed 2.0%.

Measurement and payment for ramp shall be made on the basis of the contract unit price bid per each, complete in place, to include landing, ramp curb, detectable warnings, subgrade prep/excavation and other ancillary items necessary for installation. Concrete sidewalk adjacent to back of ramp landings shall be measured separately.

Price bid shall include all labor, material, and equipment necessary to install the ramp complete in accordance with the plans, details, and these Special Provisions.

ITEM 340.22200 CURB TERMINATION PER MAG STD DET 230 MODIFIED PER DETAIL ON SHEET DT01

Description:

Curb Termination shall be constructed in accordance with MAG Section 340 and Standard Detail 220, as applicable, and per the special detail on the construction plans.

Measurement and payment shall be made on the basis of the contract unit price bid per each basis.

Price bid shall include all labor, material, and equipment necessary to install the Curb Transition complete in accordance with the plans, details, and these Special Provisions.

ITEM 345.01104 ADJUST ELECTRIC MANHOLE FRAME AND COVER TO FINISHED GRADE PER APS REQUIREMENTS / SPECIFICATIONS

&

ITEM 345.10300 ADJUST TELEPHONE MANHOLE FRAME AND COVER TO FINISHED GRADE PER CENTURLINK REQUIREMENTS / SPECIFICATIONS

Description:

Contractor shall coordinate with utility provider prior to disturbing existing structures to determine specific requirements for adjustment of manhole ring and cover to finished grade. Contractor shall consider that new adjusting rings will be required, and that adjustment scope shall, at a minimum, comply with MAG Standard Detail 422.

Measurement and payment shall be made on the basis of the contract unit price bid per each basis.

Price bid shall include all labor, material, and equipment necessary to pre-lower, maintain and complete final adjustment of manhole frame and cover to finished grade, complete in accordance with the plans, details, and these Special Provisions.

ITEM 350.03070 REMOVE AND RELOCATE SIGN**Description:**

The work under this item shall include the furnishing of all materials, personnel, and equipment necessary to relocate existing signs within the project limits as shown on the project plans or directed by the City Engineer. Sign post and sign foundation removal, if required, will also be included in this work. New sign post, sleeve and foundations are quantified under this bid item.

Construction Requirements:

The contractor shall be responsible for relocating the identified existing signs, and if necessary removing the existing sign foundation and sign post. If needed, new sign post and sign foundations will be provided by the contractor but under other items. All items necessary to relocate the sign including, but not limited to, the nuts, washers, bolts or claps will be provided by the contractor.

Method of Measurement:

Relocate existing sign shall be measured as a lump sum for all signs removed and relocated.

Basis of Payment:

The accepted quantities of relocate existing sign measured as provided above, will be paid for at the contract unit price per each, which price shall be full compensation for the work, complete in place.

No additional payment will be paid for removal and proper disposal of sign bases, connection materials or any other equipment necessary required for the relocated signs, the cost being considered included in this item.

ITEM 401.3001 ALLOWANCE FOR UNIFORMED, OFF-DUTY LAW ENFORCEMENT OFFICER**General:**

This is a separate contingent allowance bid item to be used in the event the City requires the Contractor to provide the services of off-duty uniformed police officers under special circumstances as directed by the Contract Administrator.

Authorization:

The use of this bid item is only through written direction of the Contract Administrator and will include the maximum allowable hourly charge rate authorized by the Contract Administrator. Daily reports itemizing the use and number of hours worked for each officer authorized shall be submitted with each payment application along with a copy of the Contract Administrator's written authorization. All reports shall be verified and signed daily by the City Inspector.

Officers:

City off-duty uniformed police officers shall be used. In the event City officers are not available, law enforcement officers from other local agencies may be used in their place. The officers shall be thoroughly familiar with the requirements for which their use is intended.

Measurement and Payment:

The provisions of MAG Subsections 401.6 and 401.7 apply. This is a contingency item in which the total amount indicated on the schedule of bid items will be adjusted accordingly by the Contract Administrator to reflect the actual amount used.

Measurement and payment for off-duty law enforcement officer shall be made on the basis of the contract unit price bid per hour basis. Contractor shall submit progressive pay requests to the City Engineer to be reviewed and accepted for reimbursement of incurred costs for each payment cycle.

Price bid shall include all labor, material, and equipment in accordance with the plans, details, and these special provisions.

ITEM 415.01301 GUARDRAIL PER ADOT STD DET 10.03. SEE DETAIL SHEET DT02
&

ITEM 415.01302 GUARDRAIL END TREATMENT. SEE DETAIL SHEET DT02

General:

Guardrail to be constructed at locations shown on the construction plans, and shall comply with ADOT Standard Detail C-10.03/G4 and per the details shown in the construction plan. Guardrail installed over storm drain facilities shall as shown in ADOT Standard Detail SKT-350.

Measurement and payment for guardrail shall be made on the basis of the contract unit price bid per linear foot, while measurement and payment for guardrail end treatment shall be made on the basis of the contract unit price bid per each, complete in place.

Price bid shall include all labor, material, and equipment necessary to install the guardrail and end treatment complete in accordance with the plans, details, and these Special Provisions.

ITEM 471.60048 ELECTRICAL EQUIPMENT/INSTALLATIONS (APS)

General:

Construction shall be done in accordance with APS electrical service requirements. These can be downloaded at: <http://esp.apsc.com/resource/esrm.asp>. Contractor shall also refer to APS plans, including general construction notes, for additional information and requirements.

Description:

All street lighting pull boxes (non-streetlight), equipment pads, flat straps and manholes shall be provided by APS and shall be installed by the Contractor as specified on the plans and in accordance with APS standards and specifications. Contractor shall coordinate with the APS representative to arrange pick up of materials for installation, and shall provide all labor and equipment necessary to complete installations.

Measurement & Payment:

Measurement and payment work performed under this Bid Item shall be measured as a single complete item of work and paid at the lump sum price indicated on the Bid Schedule, which price shall be full compensation for the work as described herein. Contractor reimbursement shall be made in equal payment installments spanning the construction contract period. Contractor shall submit anticipated payment request table for approval in advance of first payment request submittal. Price bid shall include all labor, material, and equipment necessary to provide quality control, in accordance with the plans, details, special provisions and all addendums.

ITEM 472.61400 ADOT POLE, TYPE G**Description:**

The work under this item shall consist of furnishing and installing traffic signal poles Arizona Department of Transportation Standard Drawings (T.SL.4 Series) at the locations shown on the project plans and as specified herein.

Materials:

The traffic signal poles shall conform to the requirements of Subsections 731-2 of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, 2008 Edition.

Construction Requirements:

The traffic signal poles shall be installed in accordance with Subsection 731-3 of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, 2008 Edition.

Method of Measurement:

Traffic signal poles will be measured as a unit for each traffic signal pole installed.

Basis of Payment:

The accepted quantities of traffic signal poles, measured as provided above, will be paid for at the contract unit price each, which shall be full compensation for the work, complete in place.

ITEM 472.61500 POLE FOUNDATION, TYPE PPB (ADOT)

Description:

The work under this item shall consist of furnishing and installing traffic signal pole foundation bases per Arizona Department of Transportation Standard Drawings (T.SL.4 Series) at the locations shown on the project plans and as specified herein.

Materials:

The foundations shall conform to the requirements of Subsections 731-2 of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, 2008 Edition.

Construction Requirements:

The foundation shall be installed in accordance with Subsection 731-3 of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, 2008 Edition.

Method of Measurement:

Pole foundations will be measured as a unit for each pole foundation installed.

Basis of Payment:

The accepted quantities of pole foundations, measured as provided above, will be paid for at the contract unit price each, which shall be full compensation for the work, complete in place.

ITEM 474.60700 ADOT POLE FOUNDATION, TYPE G

Description:

The work under this item shall consist of furnishing and installing traffic signal pole foundation bases per Arizona Department of Transportation Standard Drawings (T.SL.4 Series) at the locations shown on the project plans and as specified herein.

Materials:

The foundations shall conform to the requirements of Subsections 731-2 of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, 2008 Edition.

Construction Requirements:

The foundation shall be installed in accordance with Subsection 731-3 of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, 2008 Edition.

Method of Measurement:

Pole foundations will be measured as a unit for each pole foundation installed.

Basis of Payment:

The accepted quantities of pole foundations, measured as provided above, will be paid for at the contract unit price each, which shall be full compensation for the work, complete in place.

ITEM 474.60800 SIGNAL POLE, TYPE PPB (ADOT)

Description:

The work under this item shall consist of furnishing and installing traffic signal poles Arizona Department of Transportation Standard Drawings (T.SL.4 Series) at the locations shown on the project plans and as specified herein.

Materials:

The traffic signal poles shall conform to the requirements of Subsections 731-2 of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, 2008 Edition.

Construction Requirements:

The traffic signal poles shall be installed in accordance with Subsection 731-3 of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, 2008 Edition.

Method of Measurement:

Traffic signal poles will be measured as a unit for each traffic signal pole installed.

Basis of Payment:

The accepted quantities of traffic signal poles, measured as provided above, will be paid for at the contract unit price each, which shall be full compensation for the work, complete in place.

ITEM 610.27100 AIR RELEASE VALVE ASSEMBLY, INCLUDING MANHOLE, SADDLE, VENT, AND MARKERS PER COB STD DET 31340-1 & 31340-2

ITEM 610.05113 12" CLASS 350 POLY-WRAPPED DUCTILE IRON PIPE VERTICAL REALIGNMENT PER COB STD DET 31225 W/ WATER MAIN TRENCHING WITH TRACER WIRE PER COB STD DET 31380.

&

ITEM 610.05115 18" CLASS 350 POLY-WRAPPED DUCTILE IRON PIPE VERTICAL REALIGNMENT PER COB STD DET 31225 W/ WATER MAIN TRENCHING WITH TRACER WIRE PER COB STD DET 31380.

General:

Contractor shall complete work in accordance with City of Buckeye Engineering Standards and MAG Uniform Standard Specifications section 601 and 610.

Description:

Work under this item includes all pipe removal, temporary plugs, temporary bypass, dewatering, and coordination for sequencing of multiple shut-downs and/or depressurizing. All new water main & appurtenances (such as pipe, fittings, joints, couplings, flange/mechanical restrained joints, mechanical restraints). The City requires air relief valves (ARV) be placed at all water main dip sections. ARV shall be installed by the Contractor as indicated on the plans and when required by the City.

Construction activities, such as traffic control, steel plates, pedestrian access accommodations, concrete or other approved barriers, testing (per City requirements), temporary pavement (MAG arterial hot mix A-¾", placed between edges of pavement or along entire trench when in roadway section) are inclusive of this item.

Trench shall be T-top, regardless if parallel or perpendicular to vehicular travel, with full depth ½ sack CLSM between top of pipe up to bottom of pavement. This trench section shall be used full length, between connections to existing pipe locations. All testing must be complete and accepted by the City prior to final backfill and pavement installation.

All new pipe, fittings, joints, connections, etc. shall be mechanically restrained. Vertical bends at connections shall have anchor blocks installed/integrated to the fitting, per MAG and special details.

Anchor blocks shall be install on all vertical realignments per City and special details on the plans. One full length (20 LF) of pipe beyond the top 45 degree bend of the vertical realignment is included. Connection shall be mechanically restrained

Extra protection, per MAG Standard Detail 404, and per MAG Specification 610.5, is required for portions of the new waterline installations, and indicated on the plans. Extra protection shall be installed on each crossing utility, including new and existing.

Measurement and payment:

Measurement and payment for water main work shall be made per linear foot which price shall be full compensation for the work, complete in place. Price bid shall include all labor, material and equipment necessary to construct a ductile iron water line realignment including encasement for extra protection in concrete (when required), thrust blocks, anchor blocks, fittings, joints, couplings, flange/mechanical restrained joints, mechanical restraints, removal of existing pipe, additional excavations & associated work if realignment is constructed parallel, temporary hot mix pavement, CLSM backfill from top of pipe to bottom of pavement and all other associated work and testing to existing, and in accordance with the plans, details, and these special provisions.

..... END SPECIAL PROVISIONS.....

EXHIBIT C
CONTRACTOR BID FORMS

**SECTION 300
BID FORMS**

BID

IFB No. 2022002

Project Name: **Miller Road and Broadway Road Intersection Improvements**

Due Date: September 2, 2021, no later than 3:00 p.m., MST

Bid from: A J P Electric, Inc.
(Name of Firm)

To: City of Buckeye

The following bid 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 read Section 2, "Instructions to Bidders", paragraph "Sales and Use Tax" and understands that all sales and use taxes applicable to this project are included in all bid prices. The undersigned has read the Construction Contract between the City of Buckeye and Contractor, and will execute said agreement if awarded the Contract. Any exceptions to the terms and conditions have been stated in writing and submitted on a separate sheet with this bid. The undersigned understands that any exceptions taken to the Construction Contract that are not accepted and/or approved by the City may be a basis for rejection of the Bid as nonresponsive.

RECEIPT BY THE UNDERSIGNED OF THE FOLLOWING AMENDMENTS IS HEREBY ACKNOWLEDGED:

AMENDMENT NUMBER: <u>1</u>	DATED: <u>8/25/2021</u>
AMENDMENT NUMBER: <u>2</u>	DATED: <u>8/30/2021</u>
AMENDMENT NUMBER: <u>3</u>	DATED: <u>8/31/2021</u>
AMENDMENT NUMBER: _____	DATED: _____

BASE BID:

The undersigned proposes to complete all of the Work in accordance with said Construction Documents, plans, specification and all associated amendments for the sum of:

Two Million Eight Hundred Sixty One Thousand Five Dollars (\$2,861,559.50).

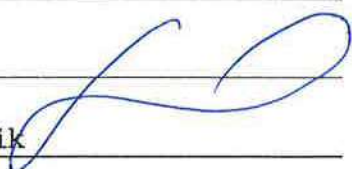
Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.) Hundred Fifty Nine Dollars and 50/100

SCHEDULE OF VALUES					
Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
ROADWAY ITEMS					
1	DUMPED RIPRAP (D50=6") PER MAG SPEC SECTION 220 AND 703, THICKNESS 12", WITH GEOSYNTHETIC FABRIC PER MAG SPEC SECTION 220 WITH ONE-FOOT TURNDOWN AROUND ROCK	SY	121	\$ 120.00	\$ 14,520.00
2	GRADING FOR DRAINAGE	LS	1	\$ 45,000.00	\$ 45,000.00
3	AGGREGATE BASE COURSE PER PVMT STRUCTURAL SECTION NO. 1 (INCLUDES RDWY EX & SUBGRADE PREP)	SY	7,123	\$ 23.00	\$ 163,829.00
4	ASPHALT CONCRETE PVMT PER PVMT STRUCTURAL SECTION NO. 1	SY	7,123	\$ 28.50	\$ 203,005.50
5	THICKENED EDGE OF PAVEMENT PER MAG STD DET 201, TYPE A, WITH SAFETY EDGE PER MAG STD DET 201	LF	4,102	\$ 2.50	\$ 10,255.00
6	CONCRETE SIDEWALK PER MAG STD DET 230	SF	2,474	\$ 7.50	\$ 18,555.00
7	DIRECTIONAL SIDEWALK RAMP PER DETAIL 11, SHEET DT02	EA	8	\$ 1,400.00	\$ 11,200.00
8	CURB & GUTTER PER MAG STD DET 220-1, TYPE A	LF	312	\$ 35.00	\$ 10,920.00
9	CURB TERMINATION PER MAG STD DET 222 B, MODIFIED PER DETAIL 1, SHEET DT01	EA	6	\$ 150.00	\$ 900.00
10	ADJUST SEWER MANHOLE TO FINISH GRADE PER MAG STD DET 422. REFER TO NOTES 10, 12, & 13 OF THE SEWER CONSTRUCTION NOTES (SHEET GN01). RECOAT ALL NEW OR DISTURBED SECTIONS OF THE MANHOLE PER SECTION 401 OF THE COB EDS AFTER ADJUSTMENT IS COMPLETE.	EA	5	\$ 2,600.00	\$ 13,000.00
11	ADJUST WATER VALVE BOX AND COVER TO FINISH GRADE PER MAG STD DTL 391-2	EA	5	\$ 450.00	\$ 2,250.00
12	ADJUST TELEPHONE MANHOLE FRAME AND COVER TO FINISHED GRADE PER CENTURYLINK REQUIREMENTS / SPECIFICATIONS	EA	1	\$ 800.00	\$ 800.00
13	ADJUST WATER MANHOLE TO FINISH GRADE PER MAG STD DET 422	EA	1	\$ 150.00	\$ 150.00
14	SAWCUT 2' MINIMUM & MATCH EXISTING	LF	4,757	\$ 2.00	\$ 9,514.00
15	REMOVE CONCRETE SLAB	SF	21	\$ 2.00	\$ 42.00
16	REMOVE CONCRETE CURB	LF	78	\$ 8.00	\$ 624.00
17	REMOVE SIDEWALK RAMP	EA	1	\$ 1,400.00	\$ 1,400.00

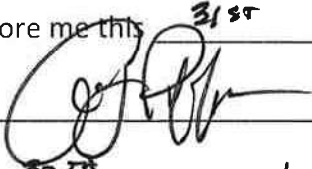
18	REMOVE AC PAVEMENT (INCLUDES SUBGRADE/SUBBASE)	SY	1,219	\$ 18.00	\$ 21,942.00
19	REMOVE PIPE (ALL SIZES & TYPES)	LF	22	\$ 20.00	\$ 440.00
20	REMOVE PRIVATE CONCRETE LINED IRRIGATION DITCH AND BACKFILL AND COMPACT TO MAG STD SPEC SECTION 211	LF	833	\$ 12.00	\$ 9,996.00
21	REMOVE EXISTING FIRE HYDRANT ASSEMBLY AND WATER LINE TO POINT OF CONNECTION OF NEW DIP. SALVAGE FIRE HYDRANT AND PROVIDE TO CITY.	EA	1	\$ 1,000.00	\$ 1,000.00
22	REMOVE AND SALVAGE SIGNS	EA	9	\$ 100.00	\$ 900.00
23	RELOCATE SIGNS	EA	1	\$ 70.00	\$ 70.00
24	GUARDRAIL PER ADOT STD DET 10.03 (SEE DETAIL 9, SHEET DT02)	LF	1,642	\$ 38.50	\$ 63,217.00
25	GUARDRAIL END TREATMENT PER DETAIL 9, SHEET DT02	6	6	\$ 4,875.00	\$ 29,250.00
26	REMOVE EXISTING STRIPING	LF	20170	\$ 0.95	\$ 19,161.50
27	4" WHITE STRIPE (60 MIL THERMOPLASTIC) (4" EQUIV.)	LF	11650	\$ 0.55	\$ 6,407.50
28	WHITE STRIPE (90 MIL WHITE THERMOPLASTIC, EXTRUDED, 4" EQUIV.) (CROSSWALKS AND STOP BARS)	LF	4950	\$ 1.25	\$ 6,187.50
29	4" YELLOW STRIPE (60 MIL THERMOPLASTIC)(4" EQUIV.)	LF	6270	\$ 0.55	\$ 3,448.50
30	PAVEMENT SYMBOLS AND LEGEND (PRE-FORMED TAPE, 3M L270ES, 3M L380IES OR EQUIV.)	EA	17	\$ 221.00	\$ 3,757.00
31	TYPE D RPM	EA	296	\$ 3.50	\$ 1,036.00
32	TYPE G RPM	EA	257	\$ 3.50	\$ 899.50
33	TYPE H RPM	EA	25	\$ 3.50	\$ 87.50
34	SIGN POST (2" PERFORATED - COB STD DWG 65120)	LF	15	\$ 10.00	\$ 150.00
35	FOUNDATION FOR SIGN POST (CONCRETE)	EA	1	\$ 150.00	\$ 150.00
36	PULL BOX (NO. 7) (COMM)	EA	2	\$ 710.00	\$ 1,420.00
37	APS (INSTALL CONDUIT, JUNCTION BOX, EQUIPMENT, PAD GRADING & COORDINATION FOR ELECTRICAL SERVICE)	LS	1	\$ 9,800.00	\$ 9,800.00
38	PULL BOX (NO. 7) (W/EXTENSION)	EA	4	\$ 900.00	\$ 3,600.00
39	CONDUIT (2')	LF	119	\$ 18.00	\$ 2,142.00
40	CONDUIT (2-2')	LF	116	\$ 24.00	\$ 2,784.00
41	CONDUIT (2.5")(APS)	LF	50	\$ 28.00	\$ 1,400.00
42	CONDUIT (3")	LF	50	\$ 30.00	\$ 1,500.00
43	CONDUIT (3-2")(ITS)	LF	492	\$ 64.00	\$ 31,488.00
44	CONDUIT (3-3")	LF	753	\$ 80.00	\$ 60,240.00

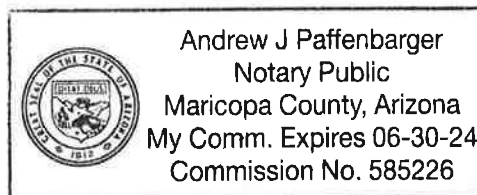
45	ADOT POLE, TYPE G	EA	4	\$ 3,450.00	\$ 13,800.00
46	COB POLE, TYPE R 'TROMBONE'	EA	4	\$ 22,810.00	\$ 91,240.00
47	POLE FOUNDATION, TYPE PPB (ADOT)	EA	6	\$ 490.00	\$ 2,940.00
48	METER PEDESTAL FOUNDATION	EA	1	\$ 600.00	\$ 600.00
49	BATTERY BACK UP FOUNDATION	EA	1	\$ 600.00	\$ 600.00
50	CONTROLLER CABINET FOUNDATION	EA	1	\$ 1,200.00	\$ 1,200.00
51	PEDESTRIAN PUSH BUTTON (AUDIBLE, NAVIGATOR APS, EZ COMMUNICATOR) W/SIGN	EA	8	\$ 990.00	\$ 7,920.00
52	VIDEO AND RADAR DETECTION SYSTEM (GRID SMART)	LS	1	\$ 33,900.00	\$ 33,900.00
53	ADOT POLE FOUNDATION, TYPE G	EA	4	\$ 1,420.00	\$ 5,680.00
54	C.O.B POLE FOUNDATION, TYPE R 'TROMBONE'	EA	4	\$ 6,800.00	\$ 27,200.00
55	SIGNAL POLE, TYPE PPB (ADOT)	EA	6	\$ 805.00	\$ 4,830.00
56	MAST ARM, 20 FT.	EA	8	\$ 1,580.00	\$ 12,640.00
57	MAST ARM, 55 FT 'TROMBONE'	EA	4	\$ 27,915.00	\$ 111,860.00
58	METER PEDESTAL (MEYERS MEUG 16 TS)	EA	1	\$ 3,295.00	\$ 3,295.00
59	BATTERY BACK UP (ALPHA TECHNOLOGIES BATTERY BACK UP SYSTEM)	EA	1	\$ 9,565.00	\$ 9,565.00
60	CONTROLLER CABINET (EAGLE DWG TF5116TBKY01 W/16 PHASE COBALT CONTROLLER)	EA	1	\$ 29,272.00	\$ 29,272.00
61	EMERGENCY VEHICLE PRE-EMPTION SYSTEM (OPTICOM)	LS	1	\$ 11,600.00	\$ 11,600.00
62	TYPE 'F' SIGNAL FACE W/ TYPE XI MOUNTING ASSEMBLY	EA	4	\$ 738.00	\$ 2,952.00
63	TYPE 'F' SIGNAL FACE W/ TYPE II MOUNTING ASSEMBLY	EA	12	\$ 722.00	\$ 8,664.00
64	TYPE 'F' SIGNAL FACE W/ TYPE VII MOUNTING ASSEMBLY	EA	4	\$ 1,014.00	\$ 4,056.00
65	TYPE 'Q2' SIGNAL FACE W/ TYPE II MOUNTING ASSEMBLY	EA	4	\$ 1,068.00	\$ 4,272.00
66	TYPE 'Q' SIGNAL FACE W/ TYPE VII MOUNTING ASSEMBLY	EA	4	\$ 1,296.00	\$ 5,184.00
67	PEDESTRIAN SIGNAL INDICATION W/ TYPE V MOUNTING ASSEMBLY	EA	8	\$ 895.00	\$ 7,160.00
68	LUMINAIRE (GE ERS4 LED FIXTURE)	EA	8	\$ 900.00	\$ 7,200.00
69	INTERNALLY ILLUMINATED STREET NAME SIGN	EA	4	\$ 6,050.00	\$ 24,200.00
70	CONDUCTORS	LS	1	\$ 20,400.00	\$ 20,400.00
71	PULL BOX (NO. 9) (ITS)	EA	1	\$ 5,100.00	\$ 5,100.00
72	ITS MATERIALS (RUGGEDCOM, SPECTRA ENHANCED CCTV, TYCO FOSC-450D, GATOR PATCH)	LS	1	\$ 3,475.00	\$ 3,475.00
73	CATCH BASIN, TYPE 'G', SINGLE GRATE, PER MAG STD DET 537	EA	1	\$ 4,800.00	\$ 4,800.00

74	6" CLASS 350 POLY-WRAPPED (MECHANICALLY RESTRAINED ALL LENGTHS) DUCTILE IRON PIPE W/ WATER MAIN TRENCHING WITH TRACER WIRE PER COB STD DET 31380 (MIN 4' COVER)	LF	55	\$ 98.00	\$ 5,390.00
75	REMOVE AND PROPERLY DISPOSE EXISTING WATERLINE	LF	223	\$ 60.00	\$ 13,380.00
76	CUT AND ABANDON EXISTING WATERLINE IN PLACE. GROUT FILL ALL VOIDS AND PLUG PER MAG STD DET 427	LF	112	\$ 40.00	\$ 4,480.00
77	12" CLASS 350 POLY-WRAPPED DUCTILE IRON PIPE VERTICAL REALIGNMENT PER COB STD DET 31225 W/ WATER MAIN TRENCHING WITH TRACER WIRE PER COB STD DET 31380. SEE DETAILS 4 AND 6 ON SHEET DT01	LF	270	\$ 350.00	\$ 94,500.00
78	18" CLASS 350 POLY-WRAPPED DUCTILE IRON PIPE VERTICAL REALIGNMENT PER COB STD DET 31225 W/ WATER MAIN TRENCHING WITH TRACER WIRE PER COB STD DET 31380. SEE DETAIL 4 ON SHEET DT01	LF	65	\$ 550.00	\$ 35,750.00
79	FIRE HYDRANT ASSEMBLY PER MAG STD DET 360 AND COB STD DET 31410, 31412 & 31414	EA	1	\$ 4,000.00	\$ 4,000.00
80	AIR RELEASE VALVE ASSEMBLY, INCLUDING MANHOLE, SADDLE, VENT, AND MARKERS PER COB STD DET 31340-1 & 31340-2	EA	4	\$ 7,625.00	\$ 30,500.00
81	SAFETY END SECTION WITH TYPE 2 CONNECTIONS PER DETAIL ON SHEET DT02	EA	1	\$ 2,000.00	\$ 2,000.00
82	15" CLASS V RGRCP PIPE. BACKFILL WITH 1/2 SACK CSLM SLURRY PER MAG STD DET 200-1 (T-TOP SECTION) FROM PIPE BEDDING TO BOTTOM OF PAVEMENT STRUCTURAL SECTION.	LF	70	\$ 123.00	\$ 8,610.00
83	MANHOLE FOR EXISTING WELL HEAD PER DETAIL 10, SHEET DT02	EA	1	\$ 5,800.00	\$ 5,800.00
84	PRIVATE CONCRETE LINED IRRIGATION DITCH PER DETAIL ON SHEET DT01	LF	715	\$ 125.00	\$ 89,375.00
85	MODIFIED TRENCH SECTION PER DETAIL 7, SHEET DT01	LF	142	\$ 120.00	\$ 17,040.00
86	RID RELOCATIONS, PIPES, HEADWALLS, CONCRETE LINED DITCH	LS	1	\$ 628,604.00	\$ 628,604.00
				SUB TOTAL	\$2,144,012.50
GENERAL CONDITIONS					
87	CONSTRUCTION SURVEYING & LAYOUT	LS	1	\$ 40,000.00	\$ 40,000.00
88	AS BUILTS/RECORD DRAWINGS	LS	1	\$ 7,500.00	\$ 7,500.00
89	SWPPP/ EROSION PROTECTION - ALLOWANCE	LS	1	\$40,095.00	\$40,095.00
90	PERMITTING - ALLOWANCE	LS	1	\$10,000.00	\$10,000.00
91	QUALITY CONTROL & QUALITY ASSURANCE	LS	1	\$ 29,000.00	\$ 29,000.00
92	MOBILIZATION / DE-MOBILIZATION	LS	1	\$ 140,000.00	\$ 140,000.00
93	UNIFORMED OFF-DUTY OFFICER -ALLOWANCE	LS	1	\$100,238.00	\$100,238.00
94	TRAFFIC CONTROL-ALLOWANCE	LS	1	\$100,238.00	\$100,238.00
95	OWNER'S CONTINGENCY (UNFORESEEN CIRCUMSTANCES)	LS	1	\$200,476.00	\$200,476.00
				SUB TOTAL	\$1,667,447.00
				TOTAL CONSTRUCTION COST	\$3,811,559.50

Submitted by: A J P Electric, Inc.
SIGNATURE: 
NAME: Anna Paganik
TITLE: President
Principal Office: A J P Electric, Inc.
Address: 1920 W. Cheryl Dr.
Phoenix, AZ 85021
Telephone: 602-944-5477
Facsimile: 602-944-5784

Mrs Anna Paganik being duly sworn deposes and says that he/she is the
President of A J P Electric, Inc. Contractor(s), and that answers to
the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 31st day of August, 2021
Notary Public: 
My Commission Expires: 30th day of JUNE, 2024



ATTACHMENT 1

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, A J P Electric, Inc.

(Contractor's Name)
as Principal, and Merchants Bonding Company (Mutual), as Surety, are hereby held and firmly bound into City of Buckeye as OWNER in the penal sum of Ten Percent (10%) of Bid Amount for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 30th day of August, 2021

The Condition of the above obligation is such that whereas the Principal has submitted a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for IFB No. **2022002 – Miller Road and Broadway Road Intersection Improvements.**

Now, therefore, if the obligee accepts the proposal of the principal and the principal enters into a contract with the obligee in accordance with the terms of the proposal and gives the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the principal to enter into the contract and give the bonds and certificates of insurance, if the principal pays to the obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of § 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

A J P Electric, Inc. (L.S.)
(Principal)

Merchants Bonding Company (Mutual)
(Name of Surety)

By: _____

(Signature)

By: _____

(Signature)

Scott Wareing, Attorney-In-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alexander Paffenbarger; Andrew J Paffenbarger; Brain R Sawyer; Ronald G Hecksel; Scott Wareing

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of October, 2018

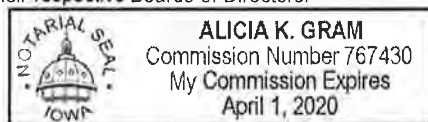


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 2nd day of October 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of August, 2021



William Warner Jr.
Secretary

POA 0018 (3/17)

ATTACHMENT 2

SUBCONTRACTOR LIST FORM

This attachment to the Bid Form must be submitted in a sealed envelope along with the Bid Form. Each envelope shall bear the name of the Contractor making the submittal with identification of contents contained therein. The Contractor must list below the names of all qualified subcontractors or suppliers he will employ for the various portions of the Work indicated. It is the responsibility of the General Contractor to ascertain that all subcontractors for this project meet the requirements of applicable state statutes. The Contractor may list himself to perform one or more of the listed categories of work for which he has any requisite state licenses when required. In this case, all personnel performing such work at the site shall be carried on his own payroll. If equipment is leased with operators, the operators need not be carried on the Contractor's payroll. List only a single name for each listing. List names only for base bid as per your bid. Lists submitted by unsuccessful bidders will be returned unopened if requested.

DIVISION	SUBCONTRACTOR	LICENSE NUMBER	D&B NUMBER
Asphalt Work	PI Paving + Construction	POL # 277913	090746727
Pavement Marking	Franklin Striping	BOE # 119703	831405712
Guardrail	Carol Ann Olsen dba Blue Water Safety Systems	POL # 317081 320364	081035401
Horizontal Drilling	Unlimited Drilling & Underground Services LLC	BOE # 281152	024763753

Respectfully Submitted, A J P Electric, Inc.

(Name of Firm)

ATTACHMENT 3

CITY OF BUCKEYE, ARIZONA
CONTRACTOR'S QUALIFICATION STATEMENT

Name of Firm: A J P Electric, Inc.
Address: 1920 W. Cheryl Dr.
City, State, Zip Code: Phoenix, AZ 85021
Telephone No: 602-944-5477
Facsimile No: 602-944-5784

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

- (1) How many years has your firm been in business as a general contractor? 34 years
(1.1) How many years has your firm been in business as a general contractor in the State of Arizona? 34 years

- (2) How many years has your firm been in business under its present business name?
34 years

- (3) List states and categories in which your firm is legally qualified to do business:

State	Category(ies)
<u>Arizona</u>	<u>Electrical & Civil Work</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- (4) List the percentage of work normally accomplished with your own forces: 100%

(4.1) Will you need to expand your work force for this project? No

(4.2) Present number of personnel employed: 65

- (5) Have you ever failed to complete any project awarded to your firm? If so, explain circumstances on separate sheet. (Check One) X No

 Yes, See attached explanation

(5.1) Within the past five (5) years, has any officer or partner of your firm ever been an officer or partner of another firm that failed to complete any project awarded to it?

(Check one) X No

 Yes, see attached explanation.

- (6) On a separate sheet, List separately all construction projects greater than **\$300,000.00** awarded, in-progress, or completed in the past five (5) years by your firm. Include project, owner (address and telephone number), Design Professional, contract amount, percent complete, and scheduled completion date.

(7) On a separate sheet, list the construction experience and provide resumes of key individuals of your firm. Include the Project Manager, Superintendent, and Assistant Superintendent for this project; and identify their previous levels of responsibility for those projects listed in Paragraph 6.

(8) References: (Bank, Trade, and Professional) Provide name, address, and telephone number. List three.

1. Chase Bank, 7th St. & Thunderbird, Phoenix, AZ 85022, Phone: 602-570-3608

2. CED, 1717 E. Rairdan Ln., Phoenix, AZ 85034; Phone: 602-437-4200

3. Wright Engineering, 165 E. Chilton, Chandler, AZ 85225; Phone: 480-497-5829

(9) Name of bonding company and name and phone number of agent.

Merchants Bonding Co.(Mutual) / Agent: Paffenbarger & Walden, Scott Wareing

Company Name

Contact Name

Phone Number

Phone: 602-212-9160

(10) Scheduling techniques to be employed by your firm to expedite construction. Plan ahead & schedule work in advance; order long lead equipment immediately after submittals are approved.

(11) List your Arizona Contractor's License Number(s) and category.

AZ ROC# 146006

CATEGORY: A-General Engineering

AZ ROC# 101196

Category: C-11 Electrical

AZ ROC# 101195

Category: A-17 Electrical & Transmission Lines

(12) List your Dun (D&B) Number: 185334620

(13) Is your Firm qualified to participate in Federal Projects: YES: X NO: _____

(14) Is your Firm familiar with requirements for Davis Bacon Payroll? YES: X NO: _____

Name of Organization: A J P Electric, Inc.

(Check One) Corporation ☒ Partnership ☐
Joint Venture ☐ Other ☐

Individual ☐

Submitted by:

SIGNATURE: _____

NAME: _____

Anna Paganik

TITLE: _____

President

Principal Office: _____

A J P Electric, Inc.

Address: _____

1920 W. Cheryl Dr.

Phoenix, AZ 85021

Telephone: _____

602-944-5477

Facsimile: _____

620-944-5784

Email: _____

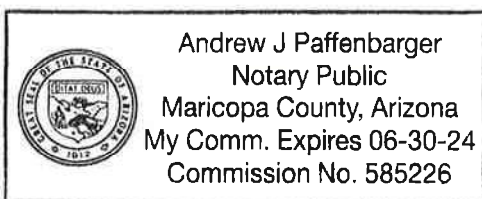
anna.paganik@ajpelectric.com

Mrs Anne Paganik being duly sworn deposes and says that he/she is the
President of A J P Electric, Inc. Contractor(s), and that answers to the foregoing
questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 31st day of August, 2021

Notary Public: _____

My Commission Expires: 30th day or JUNE, 2024





A J P ELECTRIC, INC.

1920 W. Cheryl Dr., Phoenix, Arizona 85021
(602) 944-5477 Fax: (602) 944-5784
Roc 101195, 101196, 146006

BIDDER'S QUALIFICATION STATEMENT

6. Construction Projects in progress & completed in past 5 years (over \$300,000):

Project Name: SR 347 and Old Maricopa Rd. Intersection Improvements
Owner: ADOT; 1221 N. 21st Ave., Phoenix, AZ 85009 Phone: 602-712-2305
Architect/Engineer: ADOT
Contract Amount: \$1,131,979
Sch. Completion: June 2022

Project Name: Queen Creek Fire Station #2
Owner: Town of Queen Creek, 22350 S. Ellsworth Rd., Queen Creek, AZ 85142
General Contractor: Willmeng Construction Inc. Phone: 480-968-4755
Architect/Engineer: Perlman Architects of AZ
Contract Amount: \$587,298
Sch. Completion: January 2022

Project Name: Queen Creek Fire Station #5
Owner: Town of Queen Creek, 22350 S. Ellsworth Rd., Queen Creek, AZ 85142
General Contractor: Willmeng Construction Inc. Phone: 480-968-4755
Architect/Engineer: Perlman Architects of AZ
Contract Amount: \$582,631
Sch. Completion: January 2022

Project Name: Executive Tower Generator Replacement
Owner: AZ Department of Administration, 100 N. 15th Ave., Suite 103, Phoenix, AZ 85007
General Contractor: SD Crane Builders Phone: 480-832-1777
Architect/Engineer: Wood Environment & Infrastructure Solutions
Contract Amount: \$529,278
Sch. Completion: June 2021

Project Name: El Reposo Park Lighting
Owner: City of Phoenix, 200 W. Washington St., Phoenix, AZ 85003 Phone: 602-534-2365
Architect/Engineer: Wright Engineering
Contract Amount: \$684,830
Sch. Completion: June 2021

Project Name: Dysart Rd & Acoma Dr Traffic Signal
Owner: City of El Mirage, 10000 N. El Mirage Rd., El Mirage, AZ 85335; Phone: 623-876-2974
Architect/Engineer: The Rick Engineering
Contract Amount: \$529,571
Sch. Completion: September 2021

Project Name: Paseo Highland Park Lighting
Owner: City of Phoenix, 200 W. Washington St., Phoenix, AZ 85003 Phone: 602-534-2365
Architect/Engineer: Wright Engineering
Contract Amount: \$316,149
Completed: May 2021

Project Name: McClintock Drive and Kyrene Road Bike Lanes
Owner: City of Chandler, 215 E. Buffalo St., Chandler, AZ 85225 Phone: 480-782-3328
Architect/Engineer: Stanley Consultants
Contract Amount: \$4,736,900
Completed: March 2021

Project Name: Intersection Improvements – Rural Road and Rio Salado Parkway
Owner: City of Tempe, P.O. Box 5002, Tempe, AZ 85280 Phone: 480-665-8542
Architect/Engineer: Aztec Engineering
Contract Amount: \$2,852,962
Completed: March 2021

Project Name: Queen Creek Fire Station #4
Owner: Town of Queen Creek, 22350 S. Ellsworth Rd., Queen Creek, AZ 85142
General Contractor: FCI Constructors Inc. Phone: 623-772-7400
Architect/Engineer: Perlman Architects of AZ
Contract Amount: \$609,572
Completed: February 2021

Project Name: Fire Station #7 and Estrada Park Improvements
Owner: City of Tempe, P.O. Box 5002, Tempe, AZ 85280
General Contractor: Caliente Construction Inc. Phone: 480-894-5500
Architect/Engineer: Arrington Watkins Architects
Contract Amount: \$993,398
Completed: May 2020

Project: Intersection Improvements – Rural Road and Southern Avenue
Owner: City of Tempe, P.O. Box 5002, Tempe, AZ 85280 Phone: 480-350-8724
Architect/Engineer: Wilson Engineering
Contract Amount: \$1,756,413
Completed: May 2020

Project: Western Canal Multi-Use Path Extension
Owner: City of Tempe, P.O. Box 5002, Tempe, AZ 85280 Phone: 480-350-8724
Architect/Engineer: Aztec Engineering
Contract Amount: \$975,330
Completed: March 2020

Project: Cesar Chavez Park Area Lighting
Owner: City of Phoenix, 200 W. Washington St., Phoenix, AZ 85003 Phone: 602-534-2365
Architect/Engineer: Wright Engineering
Contract Amount: \$822,305
Completed: February 2020

Project: Highline Canal Multi-Use Path
Owner: City of Tempe, P.O. Box 5002, Tempe, AZ 85280 Phone: 480-350-8724
Architect/Engineer: City of Tempe Engineering Department
Contract Amount: \$3,242,623
Completed: December 2019

Project: FY2018 Federal Aid HAWKS
Owner: City of Phoenix, 200 W. Washington St., Phoenix, AZ 85003 Phone: 602-262-6652
Architect/Engineer: City of Phoenix Engineering Department
Contract Amount: \$1,481,720
Completed: December 2019

Project: Hayden Road and Thomas Road Intersection Improvements
Owner: City of Scottsdale, 7447 E. Indian School Rd., Scottsdale, AZ 85251 Phone: 480-312-7126
Architect/Engineer: RPA
Contract Amount: \$2,433,844
Completed: December 2019

Project: Hayden Park Sports Field Lighting
Owner: City of Phoenix, 200 W. Washington St., Phoenix, AZ 85003 Phone: 602-534-1089
Architect/Engineer: Wright Engineering
Contract Amount: \$481,468.73
Completed: December 2018

Project Name: Chandler Public Safety Training Center
Owner: City of Chandler, 215 E. Buffalo St #101, AZ 85244
General Contractor: Caliente Construction Inc. Phone: 480-894-5500
Architect/Engineer: MLW Architects
Contract Amount: \$1,208,118
Completed: October 2018

Project: Paseo Highlands Park Sports Field Lighting
Owner: City of Phoenix, 200 W. Washington St., Phoenix, AZ 85003 Phone: 602-534-1089
Architect/Engineer: Wright Engineering
Contract Amount: \$324,226.24
Completed: July 2018

Project: Salome Hwy @ Wintersburg Road Signal Upgrade
Owner: MCDOT, 2901 W. Durango St., Phoenix, AZ 85009 Phone: 602-370-5322
Architect/Engineer: James Sargent
Contract Amount: 1,109,251
Completed: June 2018

Project: McDowell Rd. to Palm Ln.; 37th Avenue to 35th Avenue
Owner: City of Phoenix, 200 W. Washington St., Phoenix, AZ 85003 Phone: 602-495-2050
Architect/Engineer: Michael Jauch
Contract Amount: \$539,466
Completed: June 2018

Project: ITS at Various Locations Citywide
Owner: City of Phoenix, 200 W. Washington St., Phoenix, AZ 85003 Phone: 602-262-4690
Architect/Engineer: Lee Engineering
Contract Amount: \$1,158,615
Completed: May 2018

Project: Grand Canal Multi-Use Path Connection Thomas Road and 22nd Street
Owner: City of Phoenix, 200 W. Washington St., Phoenix, AZ 85003 Phone: 602-495-2050
Architect/Engineer: Michael Jauch
Contract Amount: \$397,590
Completed: April 2018

Project: Yuma Business Route B-8 – Fourth Avenue Gateway Shared Use Path & Right Turn Lane
Owner: ADOT, 1221 N. 21st Ave., Phoenix, AZ 85009 Phone: 928-317-2163
Architect/Engineer: Sarker Sajedur Rahman
Contract Amount: \$628,010
Completed: April 2018

Project: Smelter Hill – Clifton Roadway and Traffic Improvements
Owner: ADOT, 1221 N. 21st Ave., Phoenix, AZ 85009 Phone: 623-203-8124
Architect/Engineer: Sean Nugent
Contract Amount: \$740,954
Completed: December 2017

Project: Skysong Transit/McDowell Road Pedestrian Improvements
Owner: City of Scottsdale, 7447 E. Indian School Rd., Scottsdale, AZ 85251 Phone: 480-312-7245
Architect/Engineer: Gavan & Barker
Contract Amount: \$572,924
Completed: October 2017

Project: CDBG Park Security and Ramadas
Owner: City of Phoenix, 200 W. Washington St., Phoenix, AZ 85003 Phone: 602-534-1089
Architect/Engineer: CR Engineering
Contract Amount: \$2,451,055
Completed: April 2016

Project: Town of Florence – Main Street; Ruggles St. to Butte Ave. St Lighting & Site Furniture
Owner: ADOT, 1221 N. 21st Ave, Phoenix, AZ 85009 Phone: 602-866-5090
Architect/Engineer: Francis L. Matic
Contract Amount: \$308,946
Completed: December 2016

Project: Deer Valley/Dusty Trail Rd. and Dysart/Camelback Rd Traffic Signals
Owner: MCDOT, 2901 W. Durango St., Phoenix, AZ 85009 Phone: 602-506-6604
Architect/Engineer: MCDOT
Contract Amount: \$368,650
Completed: October 2016

Project: City of Yuma – West Main Canal: S Ave B – Main Canal – W 1st St. Pathway Construction
Owner: ADOT, 1221 N. 21st Ave., Phoenix, AZ 85009 Phone: 928-317-2118
Architect/Engineer: Wright Engineering
Contract Amount: \$527,124
Completed: October 2016

Project Name: Escalante Park Infrastructure Improvements
Owner: City of Tempe, P.O. Box 5002, Tempe, AZ 85280 Phone: 480-665-8542
Architect/Engineer: J2 Engineering & Environmental Design and Wright Engineering Corp.
Contract Amount: \$538,564.31
Completed: June 2016

Project: 79th Ave.: Eugie to Thunderbird Intersection Improvements
Owner: City of Peoria Phone: 623-773-7293
Architect/Engineering: Kimley-Horn
Contract Amount: \$508,080
Completed: September 2016

Project: Tucson-Benson Hwy I-10 at Craycroft Rd. TI – Traffic Signalization
Owner: ADOT, 1221 N. 21st Ave., Phoenix, AZ 85009 Phone: 928-925-7928
Architect/Engineer: Scott Orrahood
Contract Amount: \$359,057
Completed: August 2016

Project: Papago Street to Zuni Street, Springerville – Streetscape Improvement
Owner: ADOT, 1221 N. 21st Ave., Phoenix, AZ 85009 Phone: 928-532-2345
Architect/Engineer: T.Y. Lin International
Contract Amount: \$596,366
Completed: July 2016

Project: El Oso Park and Sueno Park Sports Lights Replacement
Owner: City of Phoenix, 200 W. Washington St., Phoenix, AZ 85003 Phone: 602-261-8799
Architect/Engineer: Wright Engineering
Contract Amount: \$518,892
Completed: March 2016

Project: SR 347, SR238 to Cobblestone Farms Dr. Sidewalk Construction
Owner: ADOT, 1221 N. 21st Ave., Phoenix, AZ 85009 Phone: 520-484-4825
Architect/Engineer: Christopher Milner
Contract Amount: \$475,922
Completed: January 2016

Project: Canyon Trails Blvd. & Yuma Rd. Traffic Signal Installation
Owner: City of Goodyear Phone: 623-882-7519
Architect/Engineer: City of Goodyear Engineering Department
Contract Amount: \$382,185
Completed: March 2016

7. Construction Experience of Key Individuals:

Jozef Paganik Corporate Officer / Senior Estimator

Founder and CEO of AJP Electric, Inc., Jozef Paganik is the qualifying party for all AJP Electric's contractor licenses. Jozef has over 50 years of experience in the electrical trade and has extensive experience in utility and heavy construction. Jozef is responsible for business and operational aspects, including the Electrical Division estimating, staffing, safety, customer and vendor relations, leadership, development and the growth of the company.

Tom Hawkes Estimator / Project Manager

Tom Hawkes has over 40 years of experience in the electrical trade. He is responsible for the daily management, supervision, coordination and successful completion of the projects to meet time and cost objectives with respect to contracting, scheduling, estimating, billing and contract administration function for commercial and industrial building division.

Greg Cliffords Estimator / Project Manager

Employed by AJP Electric from 1987 – 2001 and from 2005 – present. Greg Cliffords is the Estimator / Project Manager for all parks, ballfield, parking and area lighting, traffic signal and streetlight projects for various municipalities. He is responsible for obtaining permits, coordinating inspections, making sure each phase of the project is started and completed per schedule, providing the appropriate manpower needed for each phase and coordinating the equipment needed on various job sites.

Michael Paganik Estimator / Project Manager

Employed by A J P Electric since 2004. Michael Paganik is the Estimator / Project Engineer on all heavy civil work construction projects. He is responsible for obtaining permits, coordinating inspections, procuring materials, scheduling and making sure each phase of the job is started and completed per schedule, providing the appropriate manpower needed for each phase, and coordinating the equipment needed on various job sites. Michael is Work Zone, Level I and Level 2 IMSA and ATSSA Certified and he is AJP Electric's Safety Director.

SOLICITATION ADDENDUM ACKNOWLEDGEMENT

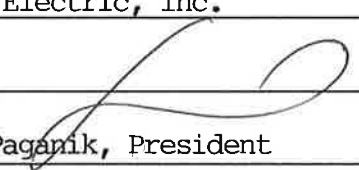
IFB #2022002

ADDENDUM NO. 1

ADDENDUM ISSUE DATE: August 25, 2021

Bidder certifies that Bidder has read, understands, and will fully and faithfully comply with this Invitation to Bid, its attachments and any referenced documents. Bidder also certifies that this offer was independently developed without consultation with any of the other Bidders or potential Bidders.

Name of Company: A J P Electric, Inc.

Authorized Signature: 

Print Name and Title: Anna Paganik, President

Date: 9/2/2021

Address: 1920 W. Cheryl Dr.

City, State, Zip Code: Phoenix, AZ 85021

Telephone Number: 602-944-5477

Email Address: anna.paganik@ajpelectric.com

SOLICITATION ADDENDUM ACKNOWLEDGEMENT

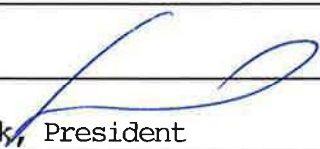
IFB #2022002

ADDENDUM NO. 2

ADDENDUM ISSUE DATE: August 30, 2021

Bidder certifies that Bidder has read, understands, and will fully and faithfully comply with this Invitation to Bid, its attachments and any referenced documents. Bidder also certifies that this offer was independently developed without consultation with any of the other Bidders or potential Bidders.

Name of Company: A J P Electric, Inc.

Authorized Signature: 

Print Name and Title: Anna Paganik, President

Date: 9/2/2021

Address: 1920 W. Cheryl Dr.

City, State, Zip Code: Phoenix, AZ 85021

Telephone Number: 602-944-5477

Email Address: anna.paganik@ajpelectric.com

SOLICITATION ADDENDUM ACKNOWLEDGEMENT

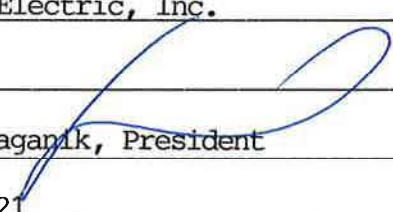
IFB #2022002

ADDENDUM NO. 3

ADDENDUM ISSUE DATE: August 31, 2021

Bidder certifies that Bidder has read, understands, and will fully and faithfully comply with this Invitation to Bid, its attachments and any referenced documents. Bidder also certifies that this offer was independently developed without consultation with any of the other Bidders or potential Bidders.

Name of Company: A J P Electric, Inc.

Authorized Signature: 

Print Name and Title: Anna Paganik, President

Date: 9/2/2021

Address: 1920 W. Cheryl Dr.

City, State, Zip Code: Phoenix, AZ 85021

Telephone Number: 602-944-5477

Email Address: anna.paganik@ajpelectric.com

EXHIBIT D
CONSTRUCTION PROJECT DRAWINGS

Drainage Memorandum
Miller Road Intersections Improvements
Broadway Road Intersection

ENGCIIP-20-10028

CIP - Miller & Broadway
Intersection Improvements

Drainage Report

4R - FOR SIGNATURE

RPA Project No. 218057
City of Buckeye Contract No. 2016-020-021

RECEIVED

03/29/2021

CITY OF BUCKEYE by: LC
ENGINEERING

Prepared for:



City of Buckeye
530 East Monroe Avenue
Buckeye, AZ 85326
Contact: Steve Riley
(623) 349-6172

Prepared By:



1001 N. Central Ave, Suite 900
Phoenix, AZ 85004
O: 602.263.1177 | F: 602.277.6286

December 2020



OWNER

ROOSEVELT IRRIGATION DISTRICT
103 WEST BASELINE ROAD
BUCKEYE, ARIZONA 85326
ATTN: DONOVAN NEESE
EMAIL: DNEESE@ROOSEVELTIRRIGATION.ORG

OWNER'S ENGINEER

STANTEC CONSULTING SERVICES INC.
3133 WEST FRYE ROAD, SUITE 300
CHANDLER, ARIZONA 85226
ATTN: APRIL VICTORINO
EMAIL: APRIL.VICTORINO@STANTEC.COM

OWNER'S CONSTRUCTION OBSERVER

STANTEC CONSULTING SERVICES, INC.
3133 WEST FRYE ROAD, SUITE 300
CHANDLER, ARIZONA 85226
ATTN: APRIL VICTORINO
EMAIL: APRIL.VICTORINO@STANTEC.COM

PROJECT SPONSOR

CITY OF BUCKEYE
530 EAST MONROE STREET
BUCKEYE, AZ 85326
ATTN: STEVEN BILEY
EMAIL: SRILEY@BUCKEYE.AZ.GOV

PROJECT SPONSOR ENGINEER

SOUTHWEST TRAFFIC ENGINEERING
3838 NORTH CENTRAL AVENUE
CHANDLER, ARIZONA 85226
(602) 266-7983
ATTN: SHANE GUTNECHT
EMAIL: SHANE@SWTE.US

APPROVED WITH COMMENTS

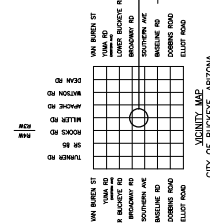
CITY OF BUCKEYE APPROVAL

02/23/2021
DATE
BUCKEYE CITY ENGINEER
DATE
I HEREBY CERTIFY THESE PLANS FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR
ERRORS OR OMISSIONS

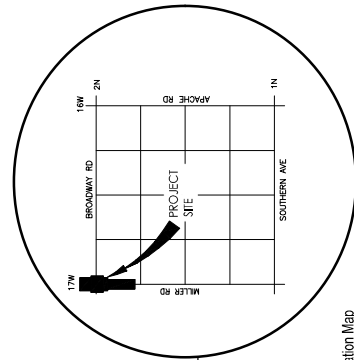
ROOSEVELT IRRIGATION DISTRICT APPROVAL

02/09/2021
DATE
ROOSEVELT IRRIGATION DISTRICT
DATE
I HEREBY CERTIFY THESE PLANS FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR
ERRORS OR OMISSIONS

UTILITY COMPANY	DATE SUBMITTED
ELECTRIC ARIZONA PUBLIC SERVICE	10/29/2019
TELEPHONE CENTURYLINK	10/29/2019
CATV COX COMMUNICATIONS	10/29/2019
WATER CITY OF BUCKEYE	08/14/2019
SEWER CITY OF BUCKEYE	08/14/2019
GAS SOUTHWEST GAS	10/29/2019
FIBER AT&T	10/29/2019
PROJECT SPONSOR TO PROVIDE COPIES OF LETTERS VERIFYING UTILIZATION PLANS HAVE BEEN SUBMITTED TO UTILITIES FOR CONFLICT REVIEW.	



Location Map



109

RID

ROOSEVELT IRRIGATION DISTRICT

CITY OF BUCKEYE

MILLER RD AT BROADWAY RD

LATERAL 17

FACILITIES RELOCATION

SECTIONS 20, 29, 30, T1N, R3W

FEBRUARY 2021

PROJECT NUMBER: 181300921

SHEET INDEX:

DRAWING No	SHEET No	SHEET TITLE	REVISIONS
G-1	1	COVER	
G-2	2	GENERAL NOTES AND ABBREVIATIONS	
G-3	3	GEOMETRIC CONTROL - BROADWAY RD	
R-1	4	REMOVALS - BROADWAY RD	
P-1	5	PLAN & PROFILE - MILLER RD - LATERAL 17 - STA 78+16.00 TO STA 87+00.00	
P-2	6	PLAN & PROFILE - MILLER RD - LATERAL 17 - STA 87+00.00 TO STA 94+05.00	
SP-1	7	SITE PLAN - BROADWAY ROAD - DELIVERIES 17-TW & 17-1E AND FIELD DRAIN PLAN AND PROFILE	
SP-2	8	SITE PLAN - BROADWAY ROAD - STRUCTURES AND O&M ROAD GRADING	
S-1	9	GENERAL CONCRETE REINFORCEMENT NOTES AND DETAILS	
S-2	10	5 - SIDED MANHOLES	
S-3	11	HEADWALLS	
S-4	12	STRUCTURAL HEADWALL	
S-5	13	FIELD DRAIN HEADWALLS	
S-6	14	HEADWALL/TRASHRACKS	
S-7	15	DELIVERY STRUCTURE - 17-1	
S-7.1	16	DELIVERY STRUCTURE - SLIDE COVER AND GUIDE DETAILS	
S-7.2	17	DELIVERY STRUCTURE - ACCESS STEPS AND WEIR GUARD DETAILS	
D-1	18	TYPICAL SECTIONS AND DETAILS	
D-2	19	CONTROL GATE DETAILS	

ENG01P-19-10012
CIP - Miller & Broadway
RID Relocation Plan
Sheets:
4R- FOR SIGNATURE
(Signature area must be used for all 4R's. No other signatures, stamps, or initials are allowed in this area.)

APPROVED WITH COMMENTS
02/23/2021
CITY OF BUCKEYE
ENGINEERING

Stantec
STANTEC CONSULTING SERVICES INC.
3133 WEST FRYE ROAD, SUITE 300
CHANDLER, AZ 85226 USA
www.stantec.com

PROJECT: 181300921
SHEET: 01 OF 19
DATE: 02/23/2021
DRAWN BY: JLV
CHECKED BY: JLV
APPROVED BY: JLV

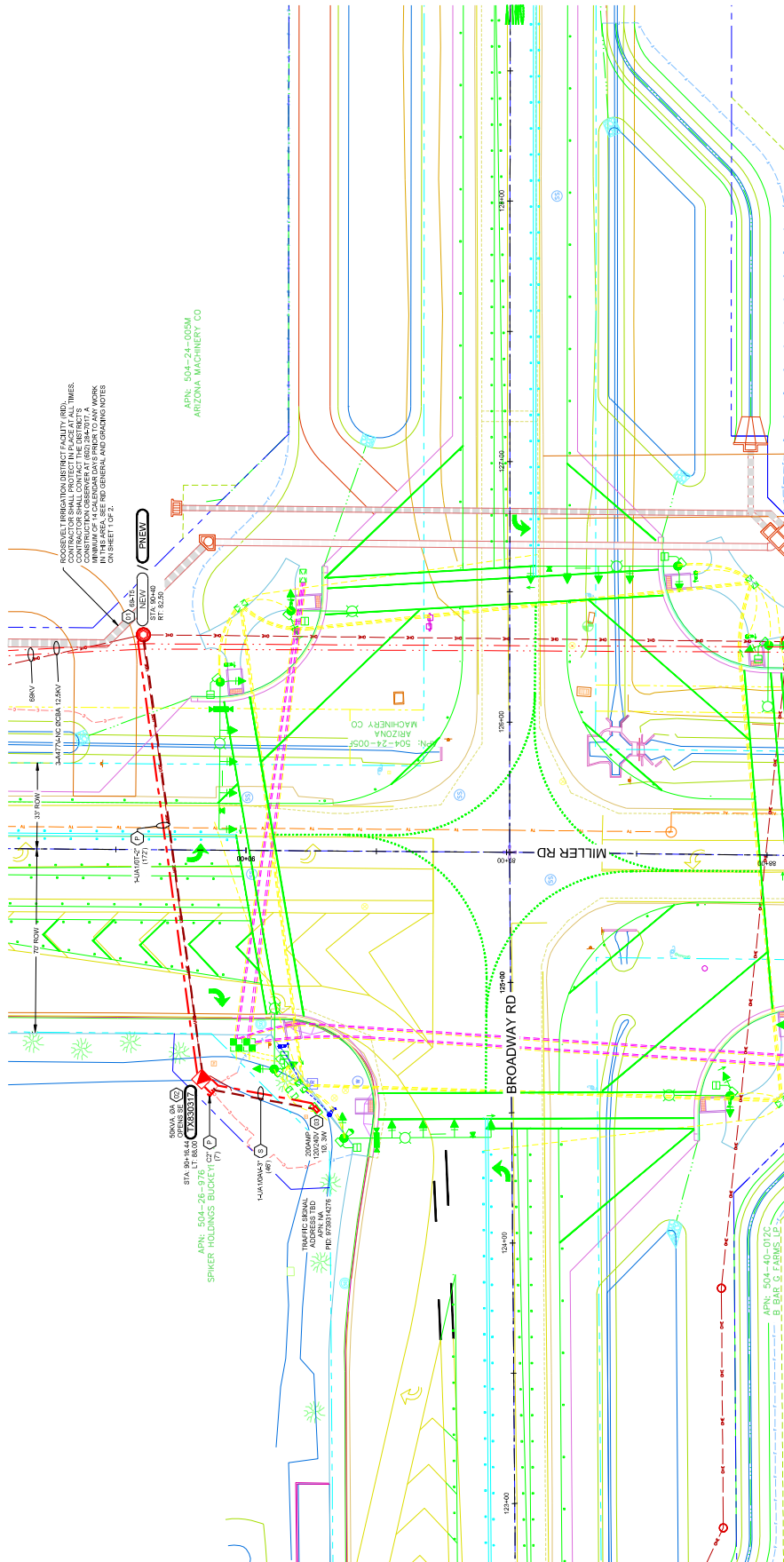


Client/Project:
ROOSEVELT IRRIGATION DISTRICT
LATERAL 17
CITY OF BUCKEYE
MILLER ROAD IMPROVEMENTS
BUCKEYE, ARIZONA

Title:
COVER

Project No.:
181300921
Scale:
AS SHOWN

Revision:
0
Sheet:
1 of 19
Drawing No.:
G-1



CONSTRUCTION NOTES:

TOTAL TRENCH FOOTAGE IN ROW		218'
WIRE DATA		
CODE	TYPE	INSTALL REMOVE
6215.LA 10T	PRIMARY	234' 0'
6220.LA 10AV	SERVICE	65' 0'

BARRIER POST DETAIL

Diagram illustrating the dimensions and requirements for the equipment pad:

- 2. CENTER AND SIDE POSTS ARE TO BE REMOVABLE FOR EASY ACCESS.
- 3. CAUTION MUST BE TAKEN WHEN INSTALLING POSTS SO THAT THEY DO NOT DAMAGE THE PAD.

The diagram shows a square pad labeled "EQUIPMENT PAD" with dimensions of 24" on all sides. Arrows indicate the placement of center and side posts, which are to be removable for easy access. A note states that caution must be taken when installing posts to avoid damaging the pad.

TRANS			
OPERATING NO.	KVA	INST/REM	PHASING
TX500317	50	INSTALL	A

EQUIPMENT DETAILS

TX030317
DETAIL

FORMER ORDER				
Q.	SERIAL NO.	INSTALLED VOLTAGE		ADDRESS
		PRIMARY	SECONDARY	
		7.2K	120/240	

TRENCH DETAILS

Diagram illustrating a street intersection. A sign labeled 'P' is positioned on the 'STREET SIDE'. A sign labeled 'GRADE' is positioned on the 'GRADE' side. A 'FINAL' sign is also shown.

STREET
SIXE

VICINITY MAP

T	01.0N	R	03.0W	Sec	19	SE	1/4	MAP# -
T	01.0N	R	03.0W	Sec	20	SW	1/4	MAP# -
CONTACT: SAMANTHA ALVAREZ								
PHONE: - PORTMOBILE: 480-318-3122								
INSPECTOR: MIKE LIMPRT								

PHONE -	FORM MOBILE: 483-349-2173	
NO.	DATE	DESCRIPTION
		BY



C.O.B. - TRAFFIC SIGNALS



VC# W4483082

DATE: 10/09/2019

MARK KESLAR

SCALE: 1:20

FILENAME W4483082.DWG

SHEET 2 OF 2

MILLER RD AND BROADWAY RD

THE SOURCE OF THE GEOMETRIC CONTROL IS DERIVED FROM SOUTHWEST TRAFFIC ENGINEERING LLC AND MITCHELL-POWELL & ASSOCIATES DRAWINGS; COB PLAN TRACKING NUMBER ENG-18-00681. AS PROVIDED 0/26/20.

APPROVED WITH COMMENTS

02/23/2021

CITY OF BUCKEYE
ENGINEERING



Stantec
Stantec Consulting Services Inc.
3-33 West Five Road, Suite 300
Chandler, AZ 85224 USA
Tel: 480.687.6100
www.stantec.com

DATE	DESCRIPTION	DEBIT	CREDIT	BALANCE
1999				
1	Jan 1			
2	Jan 2			
3	Jan 3			
4	Jan 4			
5	Jan 5			
6	Jan 6			
7	Jan 7			
8	Jan 8			
9	Jan 9			
10	Jan 10			
11	Jan 11			
12	Jan 12			
13	Jan 13			
14	Jan 14			
15	Jan 15			
16	Jan 16			
17	Jan 17			
18	Jan 18			
19	Jan 19			
20	Jan 20			
21	Jan 21			
22	Jan 22			
23	Jan 23			
24	Jan 24			
25	Jan 25			
26	Jan 26			
27	Jan 27			
28	Jan 28			
29	Jan 29			
30	Jan 30			
31	Jan 31			
32	Jan 32			
33	Jan 33			
34	Jan 34			
35	Jan 35			
36	Jan 36			
37	Jan 37			
38	Jan 38			
39	Jan 39			
40	Jan 40			
41	Jan 41			
42	Jan 42			
43	Jan 43			
44	Jan 44			
45	Jan 45			
46	Jan 46			
47	Jan 47			
48	Jan 48			
49	Jan 49			
50	Jan 50			
51	Jan 51			
52	Jan 52			
53	Jan 53			
54	Jan 54			
55	Jan 55			
56	Jan 56			
57	Jan 57			
58	Jan 58			
59	Jan 59			
60	Jan 60			
61	Jan 61			
62	Jan 62			
63	Jan 63			
64	Jan 64			
65	Jan 65			
66	Jan 66			
67	Jan 67			
68	Jan 68			
69	Jan 69			
70	Jan 70			
71	Jan 71			
72	Jan 72			
73	Jan 73			
74	Jan 74			
75	Jan 75			
76	Jan 76			
77	Jan 77			
78	Jan 78			
79	Jan 79			
80	Jan 80			
81	Jan 81			
82	Jan 82			
83	Jan 83			
84	Jan 84			
85	Jan 85			
86	Jan 86			
87	Jan 87			
88	Jan 88			
89	Jan 89			
90	Jan 90			
91	Jan 91			
92	Jan 92			
93	Jan 93			
94	Jan 94			
95	Jan 95			
96	Jan 96			
97	Jan 97			
98	Jan 98			
99	Jan 99			
100	Jan 100			
101	Jan			



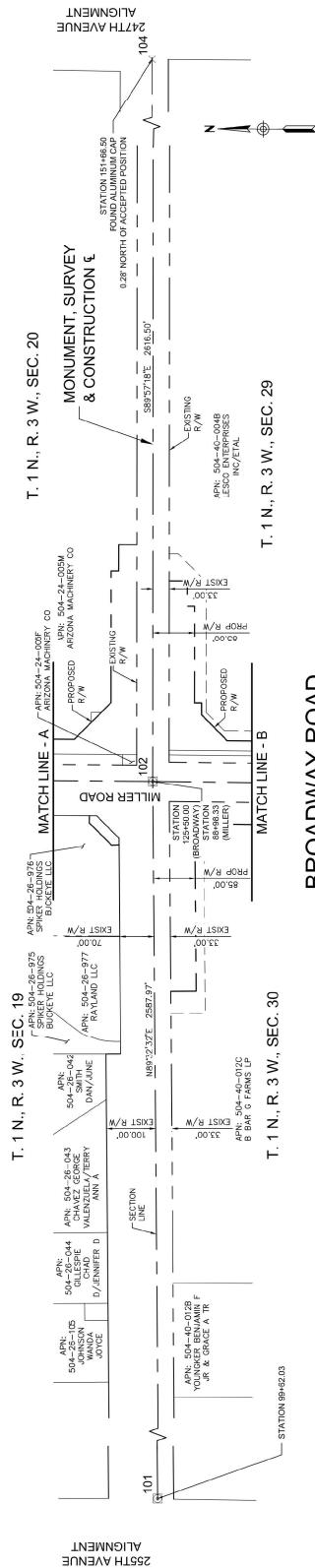
Client/Project
ROOSEVELT IRRIGATION DISTRICT
LATERAL 17

Goodyear Arizona

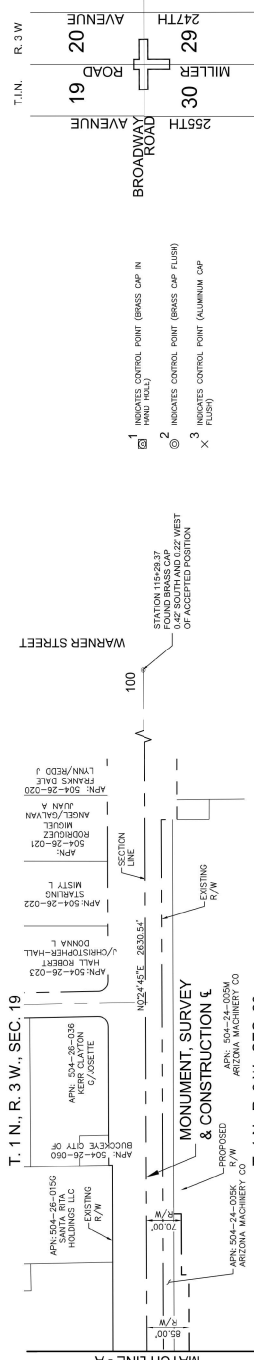
GEOMETRIC CONTROL - BROADWAY RD

Project No. 181300921	Scale AS SHOWN
Revision 0	Sheet 3 of 19
Drawing No. C-3	

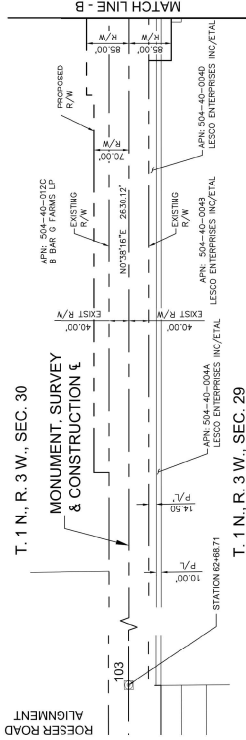
3



BROADWAY ROAD



MILLER ROAD



MILLER ROAD

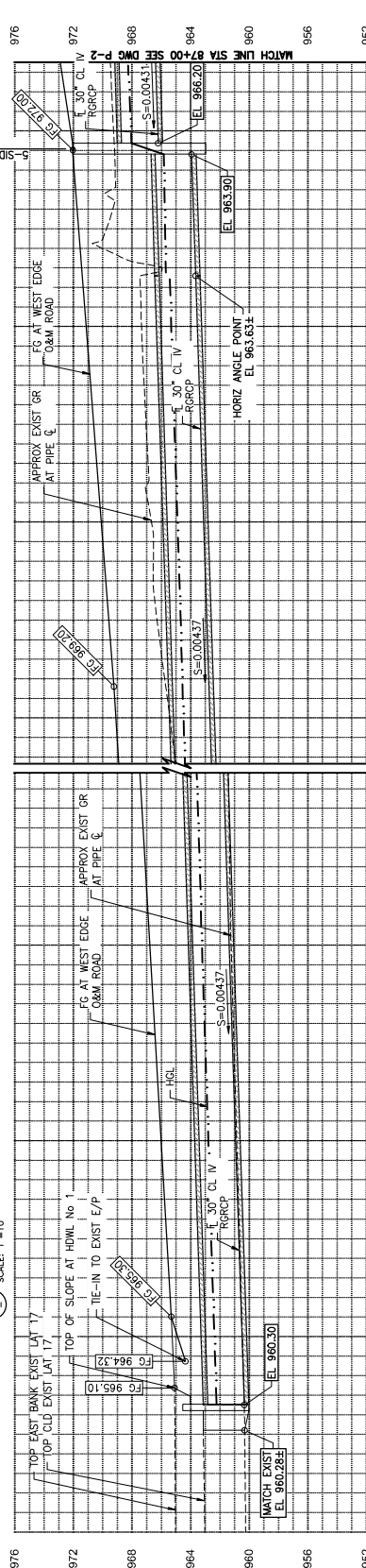
CONTROL POINT COORDINATE DATA*				
REF. NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
100	8796.96.8259	49437.5771	1000.87	3" BOH BO*
101	8786.16.1357	49170.9819	972.01	3" BOH1
102	876166.8666	49428.8514	973.45	3" BOH1
103	871336.3962	49428.9374	948.84	3" BOH1
104	876165.0914	498915.3515	972.95	* AC2CF

* - HORIZONTAL AND VERTICAL POSITIONS SHOWN ARE MEASURED VALUES

SHOWN ARE MEASURED VALUES

113

UNIVERSITY OF BUCKEYE
ENGINEERING



General Notes

CONTRACTOR SHOULD BE AWARE OF BURROWING OWLS WITHIN PROJECT LIMITS.

Construction Notes

- 1 SEE DWG D-1 FOR PIPE TRENCH DETAIL.
- 2 CONSTRUCT PIPE COLLAR PER DETAILS ON DWG D-1.
- 3 ENCASEMENT REQUIRED IN PIPE CROSSINGS WHERE MIN CLEARANCE IS NOT ACHIEVABLE. SEE MAG SETS 404-1, 404-2 & 404-3 & 507.

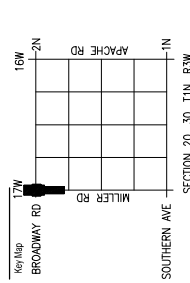
Utility Notes

- 1 EXISTING UTILITY. PROTECT IN PLACE. REFER TO RD UTILITY LOCATION/RELOCATION NOTES ON DRAWING G-2.
- 2 EXISTING UTILITY. PROTECT IN PLACE. REFER TO RD UTILITY LOCATION/RELOCATION NOTES ON DRAWING G-2.
- 3 EXISTING UTILITY. PROTECT IN PLACE. REFER TO RD UTILITY LOCATION/RELOCATION NOTES ON DRAWING G-2.
- 4 EXISTING UTILITY. REMOVE AS REQUIRED FOR PROPOSED UTILITY. REFER TO RD UTILITY LOCATION/RELOCATION NOTES ON DRAWING G-2.
- 5 EXISTING UTILITY. REMOVE AS REQUIRED FOR PROPOSED UTILITY. REFER TO RD UTILITY LOCATION/RELOCATION NOTES ON DRAWING G-2.
- 6 EXISTING UTILITY. REMOVE AS REQUIRED FOR PROPOSED UTILITY. REFER TO RD UTILITY LOCATION/RELOCATION NOTES ON DRAWING G-2.
- 7 EXISTING UTILITY. REMOVE AS REQUIRED FOR PROPOSED UTILITY. REFER TO RD UTILITY LOCATION/RELOCATION NOTES ON DRAWING G-2.
- 8 EXISTING UTILITY. REMOVE AS REQUIRED FOR PROPOSED UTILITY. REFER TO RD UTILITY LOCATION/RELOCATION NOTES ON DRAWING G-2.
- 9 EXISTING UTILITY. REMOVE AS REQUIRED FOR PROPOSED UTILITY. REFER TO RD UTILITY LOCATION/RELOCATION NOTES ON DRAWING G-2.
- 10 EXISTING UTILITY. REMOVE AS REQUIRED FOR PROPOSED UTILITY. REFER TO RD UTILITY LOCATION/RELOCATION NOTES ON DRAWING G-2.
- 11 EXISTING UTILITY. REMOVE AS REQUIRED FOR PROPOSED UTILITY. REFER TO RD UTILITY LOCATION/RELOCATION NOTES ON DRAWING G-2.

APPROVED WITH COMMENTS

02/23/2021

CITY OF BUCKEYE
ENGINEERING



Stantec

3100 W. Camelback Road, Suite 100
Phoenix, AZ 85019-1000
Phone: 602.998.8800
Fax: 602.998.8801
www.stantec.com

Project No. 18100921
Revision: 3
Scale: AS SHOWN
Drawing No. SP-1
7 of 19

Client: City of Buckeye
Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

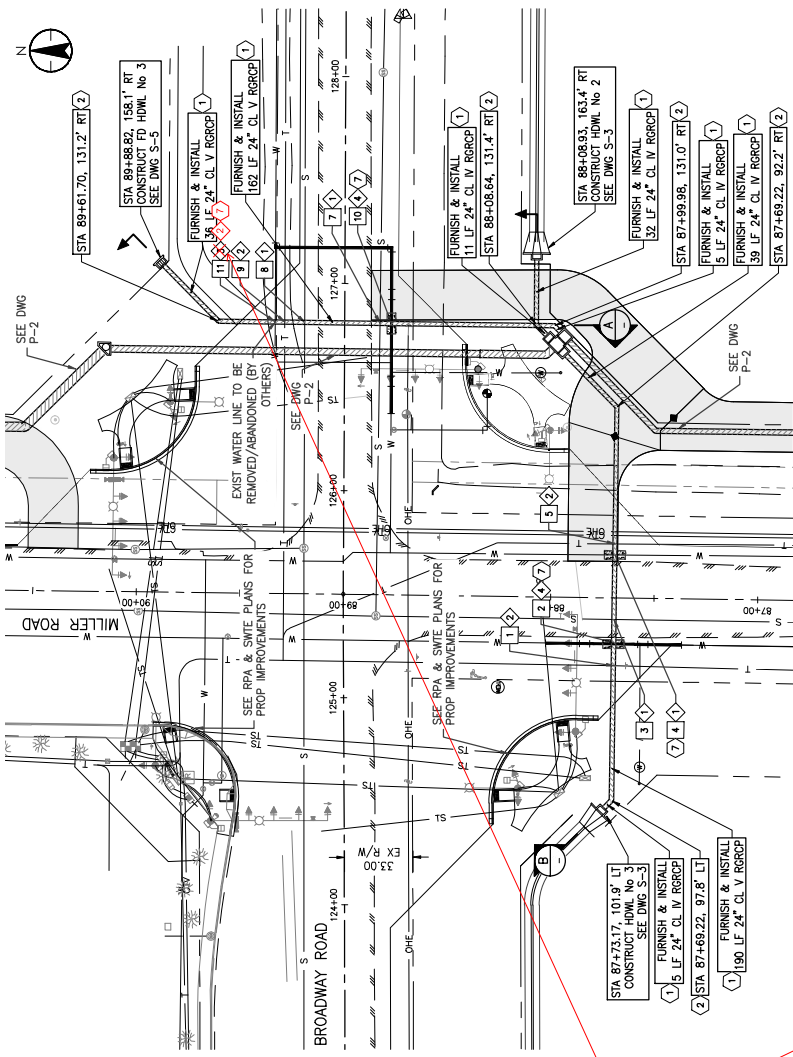
Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

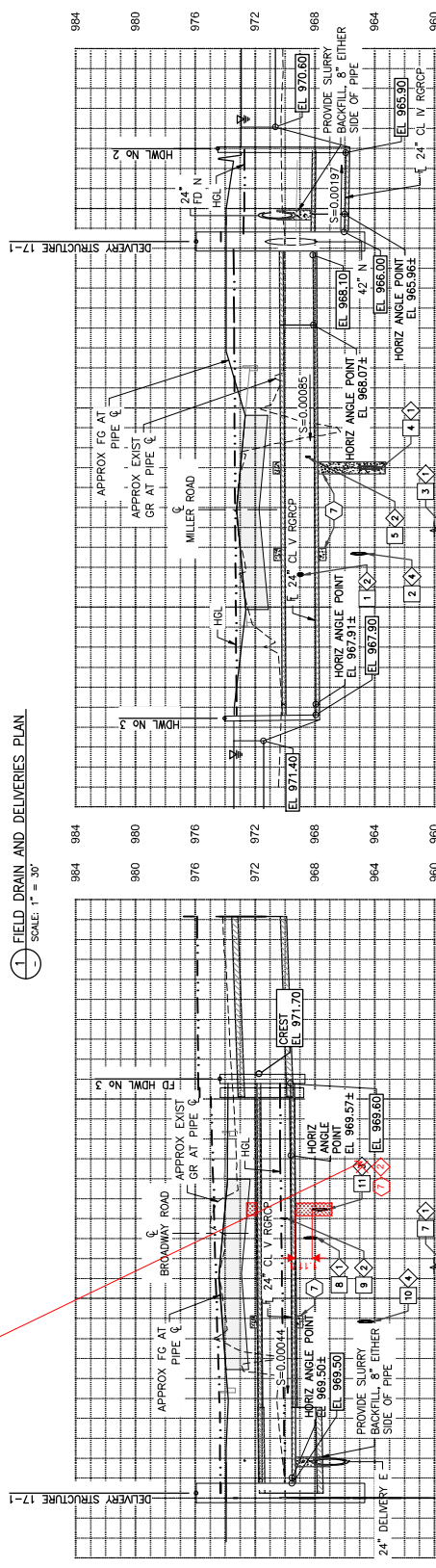
Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona

Project: Roosevelt Irrigation District
Location: Lapeal, AZ
City: Buckeye, Arizona



1 FIELD DRAIN AND DELIVERIES PLAN
SCALE: 1" = 30'



A FIELD DRAIN PROFILE
SCALE: 1" = 30' HOR 1" = 4' VERT

B 17-1W & 17-1E DELIVERY PROFILE
SCALE: 1" = 30' HOR 1" = 4' VERT

Existing waterline is NOT to be abandoned.
The separation between the irrigation pipe and the waterline does not meet the minimum standards 610.5.2 and 610.5.5.
Please provide extra protection per the MAG standards 610.5.2 and 610.5.5.
Remove key note "diamond 3" and replace it with key note "diamond 2".
Add key note "diamond 7" at the locations shown.

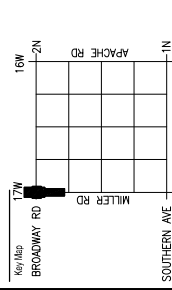
General Notes
CONTRACTOR SHOULD BE AWARE OF BURROWING OWLS
WITHIN PROJECT LIMITS.
CONSTRUCTION NOTES

3 CAUTION, OVERHEAD UTILITIES, PROTECT IN PLACE.

APPROVED WITH COMMENTS

02/23/2021

CITY OF BUCKEYE
ENGINEERING



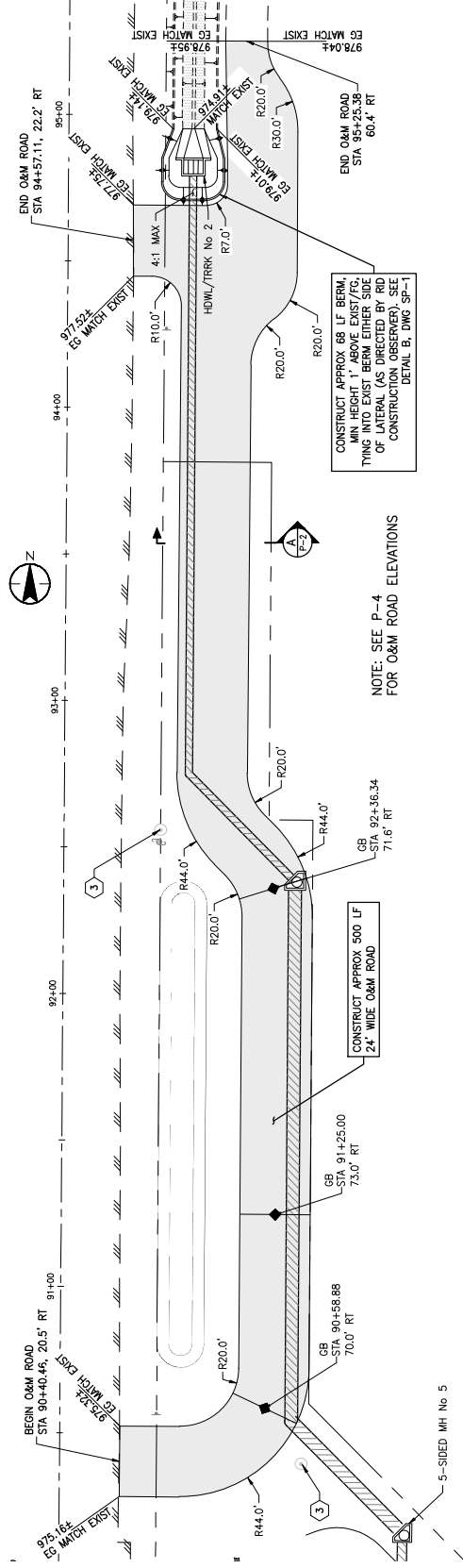
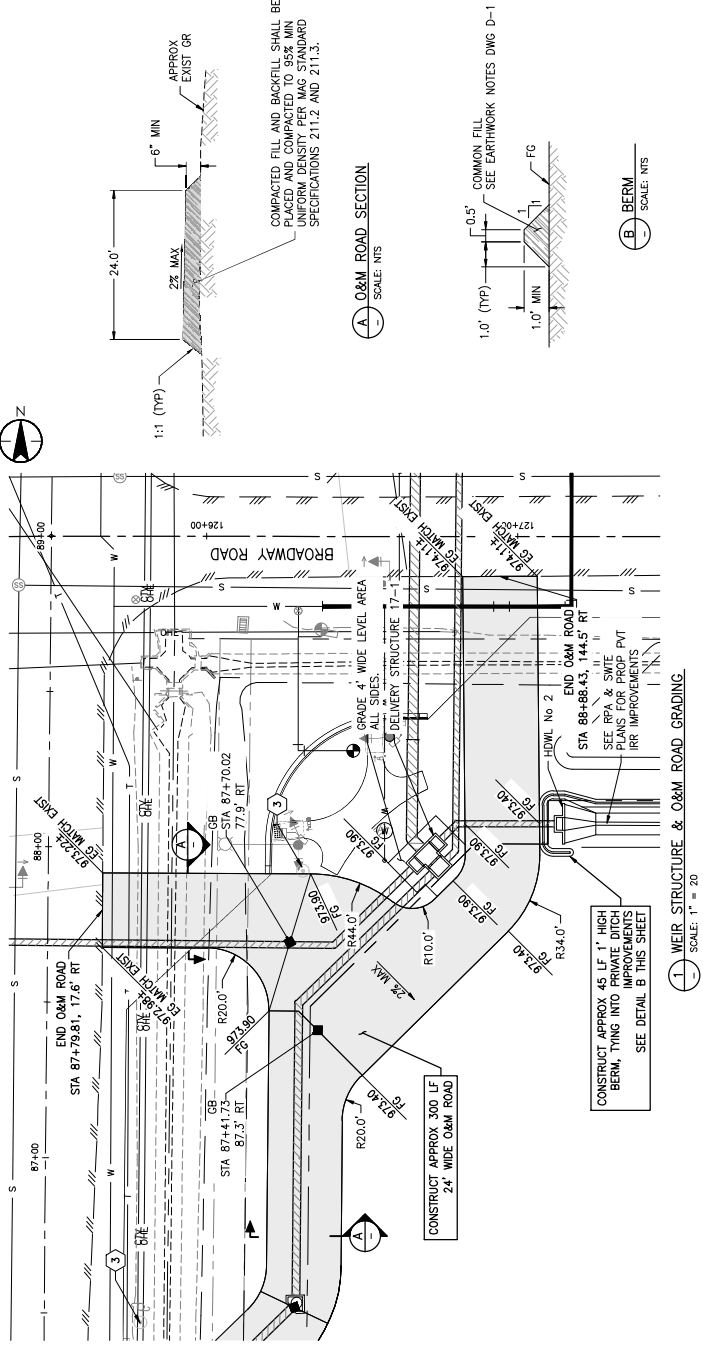
Stantec
Stantec Consulting Services Inc.
3100 N. 16th Street, Suite 200
Chandler, AZ 85224
www.stantec.com

Project No. 18130921
Drawing No. SP-2
Revision No. 8 of 19
Scale: AS SHOWN



Client/Project
ROOSEVELT IRRIGATION DISTRICT
LATERAL 17
CITY OF BUCKEYE
MILLER ROAD IMPROVEMENTS
Buckeye, Arizona

Title
SITE PLAN
BROADWAY ROAD-STRUCTURES AND
O&M ROAD GRADING
Project No. 18130921
Drawing No. SP-2
Revision No. 8 of 19
Scale: AS SHOWN

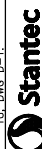


2 HDWL/TRRK No 1 & O&M ROAD GRADING
SCALE: 1" = 20'

118

NOTES

- ALL STRUCTURAL CONCRETE SHALL BE CLASS AA (4000 PSI) PER MAG SPECIFICATION SECTION 125.
- REINFORCING STEEL BARS SHALL CONFORM TO ASTM A615.
- CONCRETE SHALL BE PLACED WITH NO COLD JOINTS. ALL JOINTS SHALL BE VIBRATED DURING PLACEMENT.
- SEE PLAN AND PROFILE DRAWING FOR CORRECT ORIENTATION OF MANHOLE.
- THE NOTED TOP ELEVATION AT THE CENTER OF THE MANHOLE COVER HAS BEEN DETERMINED BY THE SURVEYOR, AND THE EXACT TOP ELEVATION OF THE MANHOLE SHALL BE DETERMINED BY THE SURVEYOR. THE FIELD BY THE DEVELOPER'S ENGINEER AND/OR CONTRACTOR TO CONFORM TO FINAL SURFACE ELEVATIONS. ADJUST DIMENSION [H] AS REQUIRED TO MATCH THE APPROPRIATE ADJACENT FINISHED GRADE.
- FIELD CUT REBAR AT MANHOLE.
- 30" MANHOLE FRAME AND COVER SHALL BE SUPPLIED BY ROOSEVELT IRRIGATION DISTRICT. CONTRACTOR SHALL REMEASURE THE DISTRICT FOR THE TOTAL INVOICED COST OF THE FRAME AND COVER.
- WATERSTOP FOR ABOVE AREA ULTRA SEAL (ONE), INSTALL PER MANUFACTURER'S INSTRUCTIONS. USE CLEAN SURFACES AND ADHESIVE WINS. SEAL RUBBER ADHESIVE (ONE), LAP ENDS 2", AND SEAL WITH P-201 (ONE).
- IF DIMENSION [H] EXCEEDS 10'-0", SUBBASE PER DETAIL 1 REQUIRED.
- MINIMUM COMPACTION FOR ABC-BASE AND NATIVE SUBBASE SHALL BE 95% OF MAXIMUM STANDARD PROCTOR. SEE DETAIL 10 FOR OPTIMUM MOISTURE CONTENT.
- INSTALL TRACER WIRE ACCESS VAULT WHEN PIPE RUNS EXCEED 50' OR AT THE DIRECTION OF THE CONSTRUCTION OBSERVER. DISCUSS WITH TOP OF STRUCTURE. SEE DETAIL 10, TWE D-1.



Stantec Consulting Services Inc.
10000 North Central Expressway, Suite 100
Dallas, TX 75243
Phone: 972.440.2200
Fax: 972.440.2201
www.stantec.com

Rev.	Date	By	Check	Appr.
1	01/11/2021	AS	AS	AS
2	01/11/2021	AS	AS	AS

Permit/Seal



Client/Project
ROOSEVELT IRRIGATION DISTRICT
LATERAL 17
CITY OF BUCKEYE
MILLER ROAD IMPROVEMENTS
Buckeye, Arizona

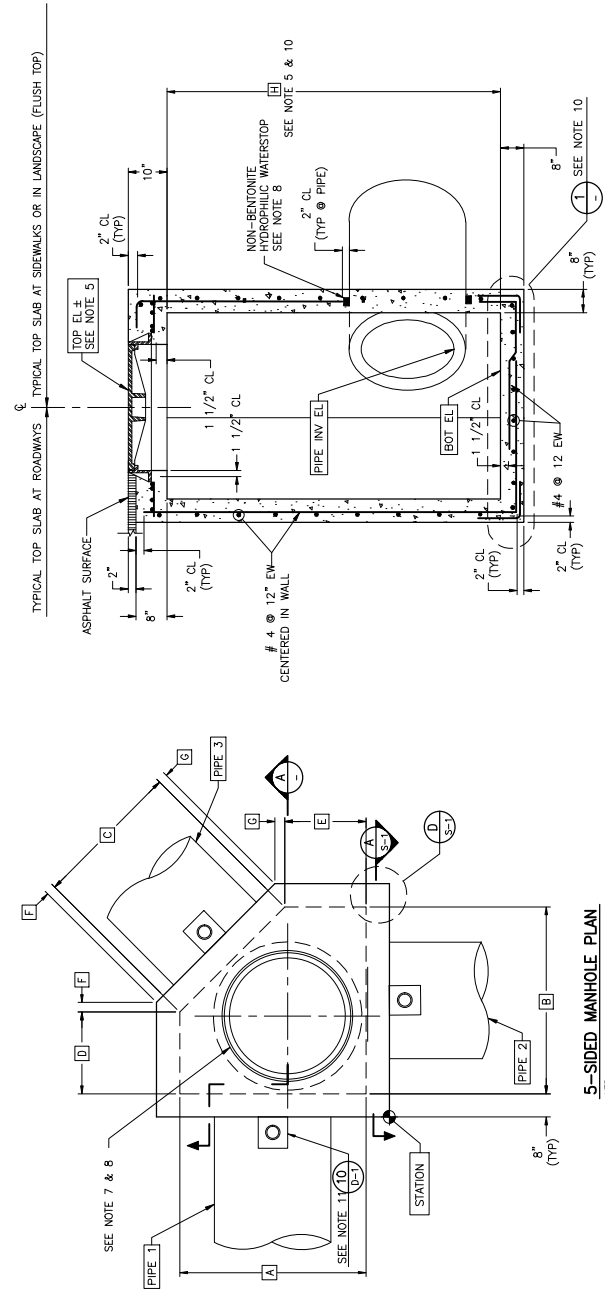
Title

5-SIDED MANHOLES

Project No.	Scale
181300921	AS SHOWN
Revision	Sheet
0	10 of 19

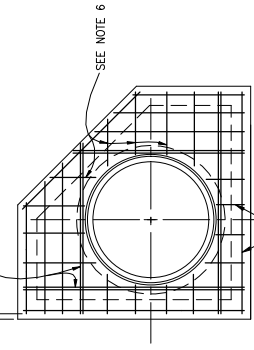
S-2

MANHOLE SCHEDULE									
MANHOLE NO.	REF DWS NO.	TOP EL ±	BOT EL	PIPE 1		PIPE 2		PIPE 3	
				TYPE	INV EL	TYPE	INV EL	TYPE	INV EL
4	86+56.55, 83.7 RT	972.00	962.90	—	30" CL IV RORCP	966.20	30" CL IV RORCP	963.90	30" CL IV RORCP
5	90+13.45, 120.4 RT	974.30	968.70	24"x38" CL IV RORCP	969.70	—	—	34"x53" CL IV RORCP	969.70
6	92+35.85, 92.6 RT	976.50	969.50	—	—	—	—	34"x53" CL IV RORCP	971.50



SECTION A-A

5-SIDED MANHOLE PLAN



TOP SLAB REINFORCING PLAN

NTS

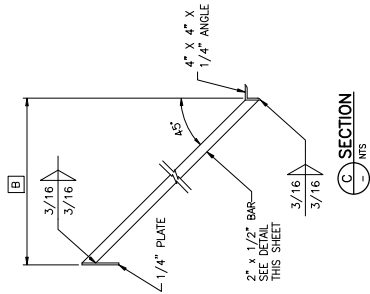
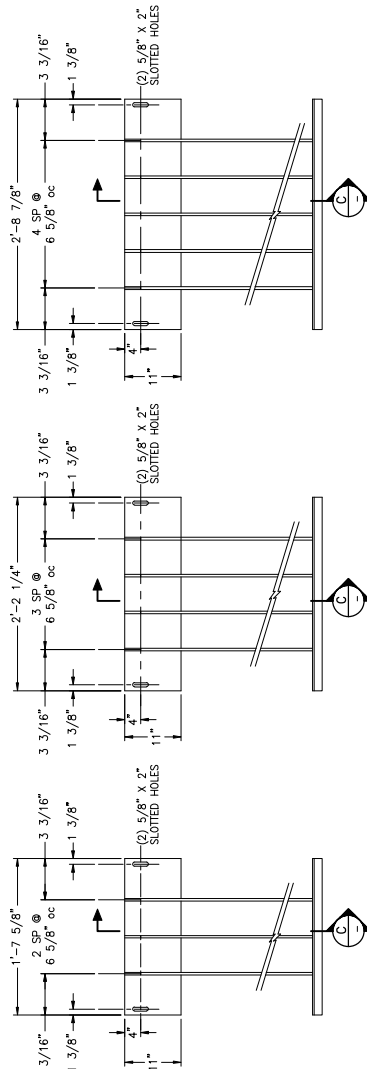
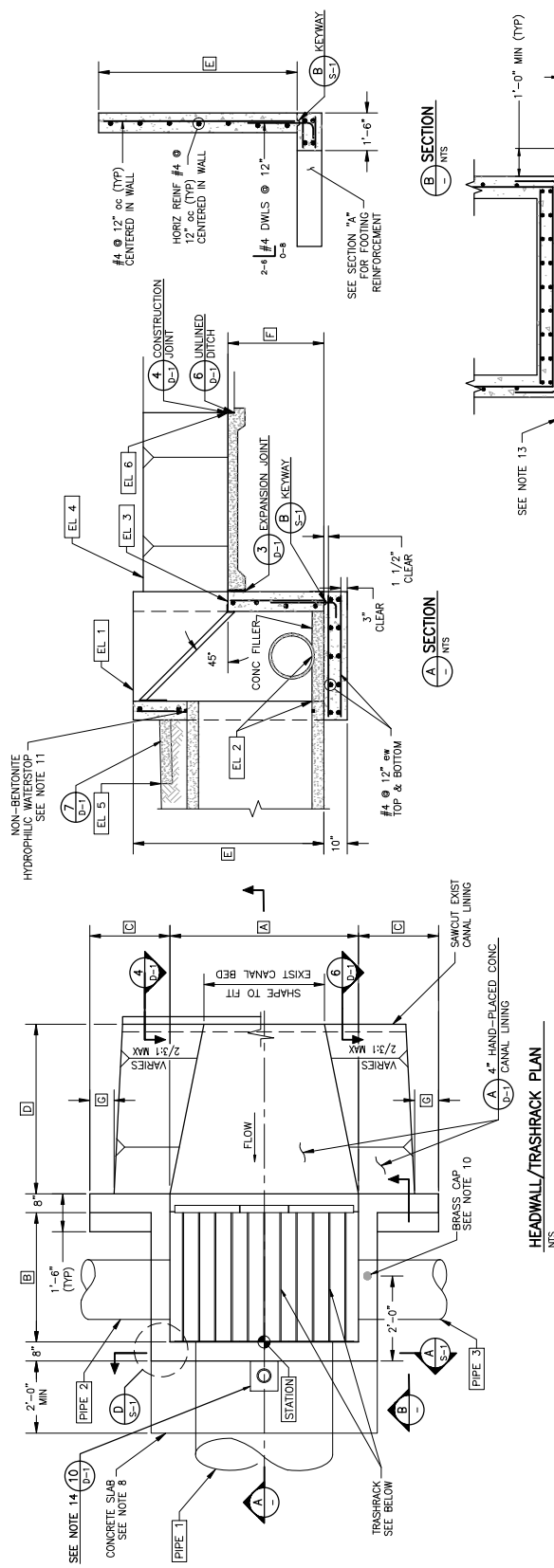
DETAIL 1

NTS

APPROVED WITH COMMENTS
02/23/2021
CITY OF BUCKEYE
ENGINEERING

STRUCTURE SCHEDULE

HOWL NO	STRUCTURE SCHEDULE																	TRASHRACK SCHEDULE						
	STATION	REF DWG NO	PIPE 1	PIPE 2	PIPE 3	EL 1	EL 2	EL 3	EL 4	EL 5±	EL 6±	A	B	C	D	E	F	G	NUMBER OF PANELS REQUIRED					
																			TYPE 1	TYPE 2	TYPE 3			
1	94+80.00; 42.5' RT	p-2	34"x54" CL IV 25000	-	-	978.20	971.80	973.40	977.60	977.60	974.91	6'-8"	4'-8"	2'-8"	10'-0"	6'-10"	2'-0	5/8"	0'-0"	6'-8	1/2"	1	2	0



APPROVED WITH COMMENTS

02/23/2021

CITY OF BUCKEYE
ENGINEERING

TRASHRACK TYPE 2 TRASHRACK TYPE 3

NTS
TRASHRACK TYPE 1

[illegible]

BAR
NTS

SECTION
- NTS

HEADWALL/TRASHRACKS	Project No.	Scale
	181300921	AS SHOWN
	Revision Sheet	Drawing No.
	0 14 of 19	S-6

Miller Rd. & Broadway Rd. TS
Contract No. 2022002
A.J.P. Blanton, Inc.

Concrete Notes

1. ALL STRUCTURAL CONCRETE SHALL BE CLASS AA (4,000 PSI) PER MAG SPECIFICATION SECTION 7.25.
2. REINFORCING STEEL BARS SHALL BE ASTM A615, GRADE 60.
3. CHAMFER EDGES OF PERMANENTLY EXPOSED CONCRETE SURFACES WITH A 45° BEVEL, $\frac{3}{4}" \times \frac{3}{4}"$. SEE DWG S-1, DETAIL.

- Notes
- PIPE TO BE CONTIGNED HORIZONTALLY IN WALL.
 - MINIMUM CONNECTION FOR ASP. BASE AND NATIVE SUB-BASE SHALL BE 1" MIN. OVERLAP. PROVIDE 1" MIN. SEAL AT JTS.
 - PROVIDE FULL DIMENSION LUMBER CHECKERBOARDS (2" x 6" PINE OR REDWOOD). SEE SCHEDULE FOR CUT LENGTH AND END FINISHES.
 - MOVEMENT JOINTS WERE ACCESSIBLE WITH PINE RUNS EXCEEDED 20' OR ON AT THE DIRECTION OF THE CONSTRUCTION OBSERVER. FLUSH WITH FINISH GRADE. SEE DETAIL TO DWG 0-1.
 - CONNECTION SHALL BE ASPEN NATURAL SEAL. 15' SP. OF APPROVED EQUIVALENT (ASPH. NATURAL SEAL MANUFACTURER'S INSTRUCTIONS). CLEAN SURFACE OF PIPE AND JOINTURE WITH SOLVENT. PROVIDE 1" MIN. SEAL. LAP ENDS 2' ON SEAL. WITH P-201 (04).

Materials List

1	3" DIA BRASS SURVEY MARKER, SOKKA PART NUMBER 8134-08 OR APPROVED EQUIVALENT. CENTERED IN WALL. INSTALL PER MFG INSTRUCTIONS.
2	PADLOCK, MFG AND KEY OPTIONS AS SPECIFIED BY RID.

APPROVED WITH COMMENTS

02/23/2021

CITY OF BUCKEYE
ENGINEERING

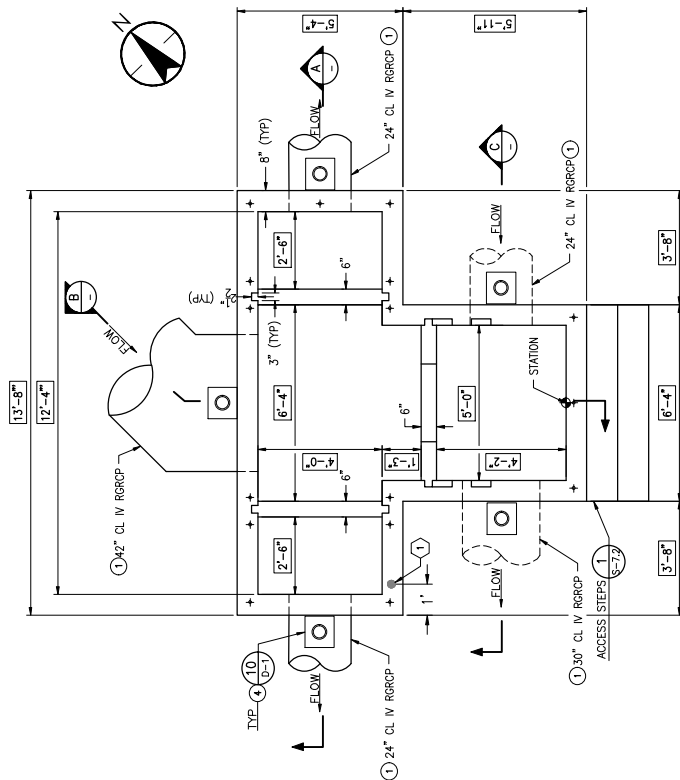


Client/Project
ROOSEVELT IRRIGATION DISTRICT
LATERAL 17
CITY OF BUCKEYE
MILLER ROAD IMPROVEMENTS
Buckeye, Arizona

DELIVERY STRUCTURE 17-1

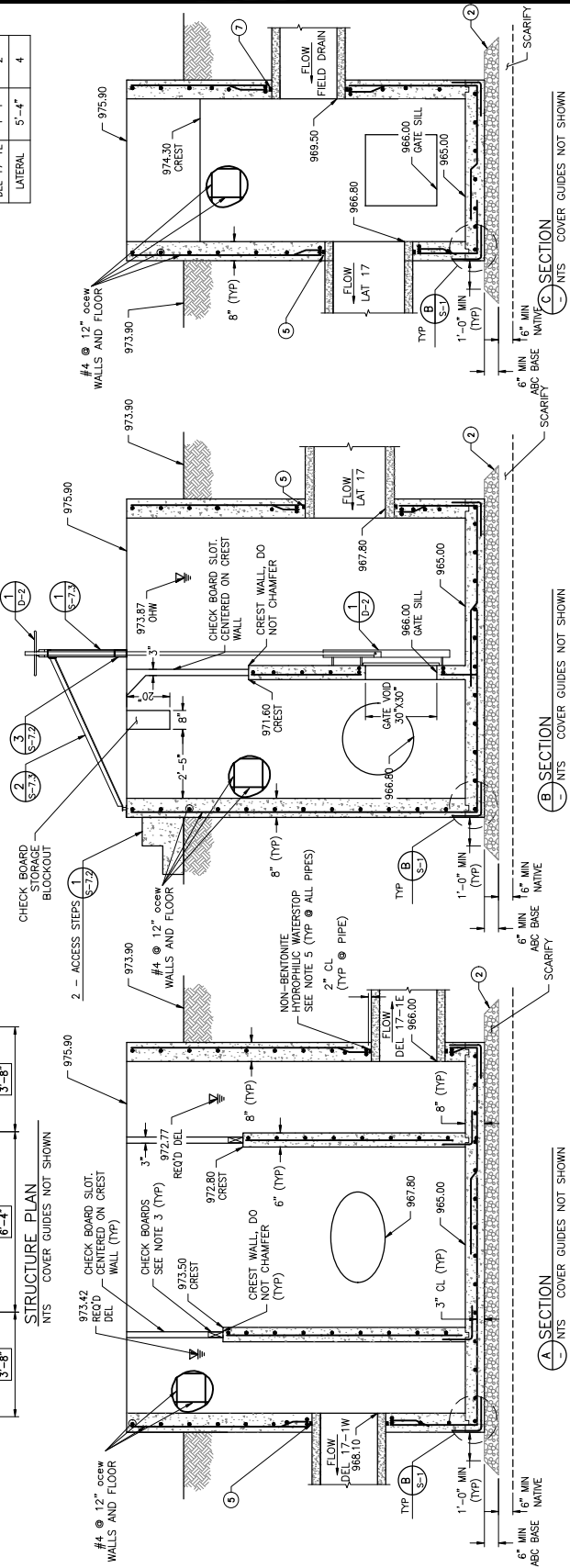
Project No. 181300921	Scale AS SHOWN
Revision Sheet	Drawing No.

Miller Rd. & Broadway Rd. TS
Contract No. 2022002
A J P Electric, Inc.



STRUCTURE PLAN
NTS COVER GUIDES NOT SHOWN

CHECK BOARD SCHEDULE		
CREST	LENGTH	QUANTITY
DEL 17-1W	4'-4"	2
DEL 17-1E	4'-4"	2
LATERAL	5'-4"	4

COVER PLAN
NTS

Cover & Guide Notes

1. ALL STEEL SHALL BE ASTM A36 UNLESS OTHERWISE NOTED.
2. UNLESS OTHERWISE SPECIFIED, TOLERANCE DIMENSIONS SHALL BE $\pm 1/32"$.
3. AFTER FABRICATION, ALL ASSEMBLIES SHALL BE SANDBLASTED TO A MINIMUM OF 2.5 MILS AND PAINTED WITH ZINC METAL SPRAY OR HOT DIP GALVANNE.
4. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR REVIEW & APPROVAL BY ENGINEER.
5. METAL GRATING SHALL BE MANHOLE EXPANDED METAL GRATING, CARBON STEEL, 3000 GRATING (TYP), 5" X 3" (TYP), 1/4" (TYP) THICK.

Notes

1. DRILL HOLE $1/8"$ WIDER THAN THE DIAMETER OF THE ANCHOR BOLT. THE ANCHOR BOLT SHALL BE PROVIDED EQUIVALENT PER MANUFACTURER'S INSTRUCTIONS.
2. INSTALL $1/2"$ DIA EXPANSION ANCHORS USING THE APPROPRIATE COVER GUIDE. THE MANHOLE ANCHORS SHALL BE TO THE FULL LENGTH OF THE ANCHOR.

Material List

1. COVER GUIDE ATTACHMENT: $1/2"$ DIA HEX HEAD EXP. BOLT (3)
2. $3/4"$ LG WITH FLAT WASHER.

APPROVED WITH COMMENTS

02/23/2021
CITY OF BUCKEYE
ENGINEERING



Stantec Consulting Services Inc.
3100 North Central Expressway, Suite 200
Chandler, AZ 85226-1800
www.stantec.com

Project No.	Sheet No.	Scale	Date	Drawn By	Check By	Project Name
181300921	0	AS SHOWN	02/23/2021	MM	MM	ROOSEVELT IRRIGATION DISTRICT LATERAL 17 CITY OF BUCKEYE MILLER ROAD IMPROVEMENTS Buckeye, Arizona

Project No. 181300921
Sheet No. 0
Scale AS SHOWN
Date 02/23/2021
Drawn By MM
Check By MM
Project Name ROOSEVELT IRRIGATION DISTRICT
LATERAL 17
CITY OF BUCKEYE
MILLER ROAD IMPROVEMENTS
Buckeye, Arizona



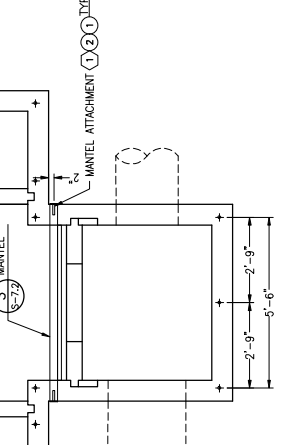
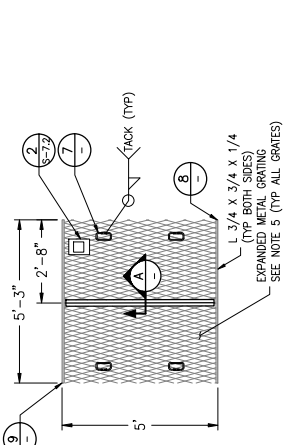
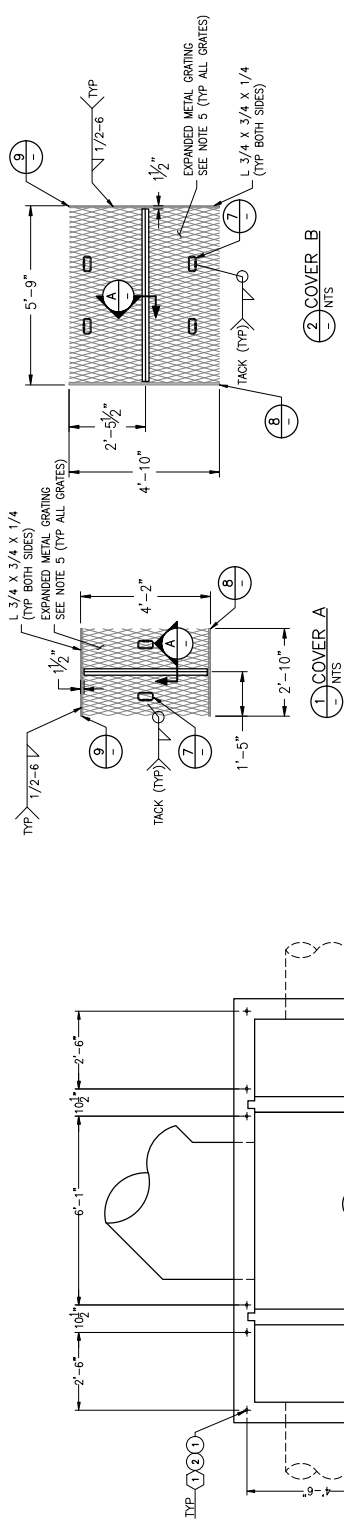
Client/Project
ROOSEVELT IRRIGATION DISTRICT
LATERAL 17
CITY OF BUCKEYE
MILLER ROAD IMPROVEMENTS
Buckeye, Arizona

Title

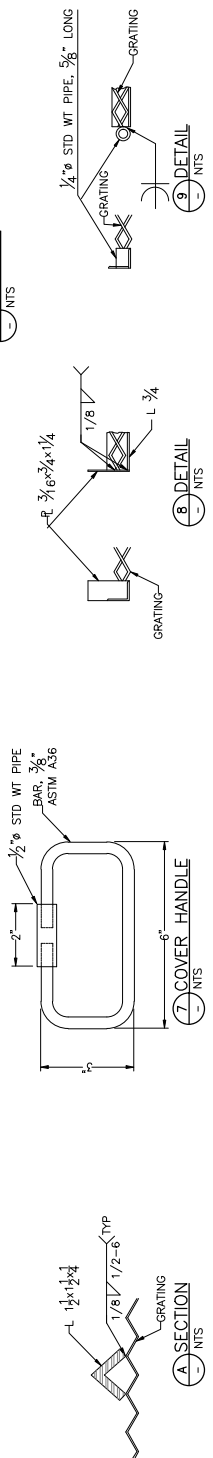
DELIVERY STRUCTURE
SIDE COVER AND GUIDE DETAILS

Project No. 181300921
Sheet No. 0
Scale AS SHOWN
Date 02/23/2021
Drawn By MM
Check By MM
Project Name ROOSEVELT IRRIGATION DISTRICT
LATERAL 17
CITY OF BUCKEYE
MILLER ROAD IMPROVEMENTS
Buckeye, Arizona

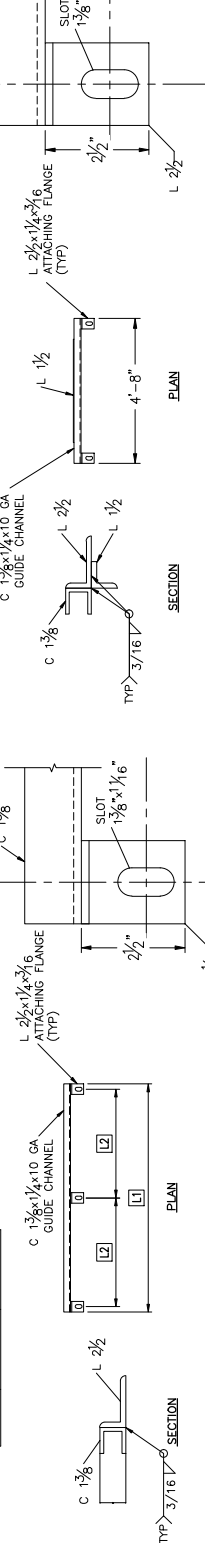
16 of 19
S-7.1



EXPANSION ANCHOR INSTALLATION PLAN NTS



COVER	LENGTH (L1)	LENGTH (L2)
A	2'-8"	1'-0"
C	5'-2"	2'-7"



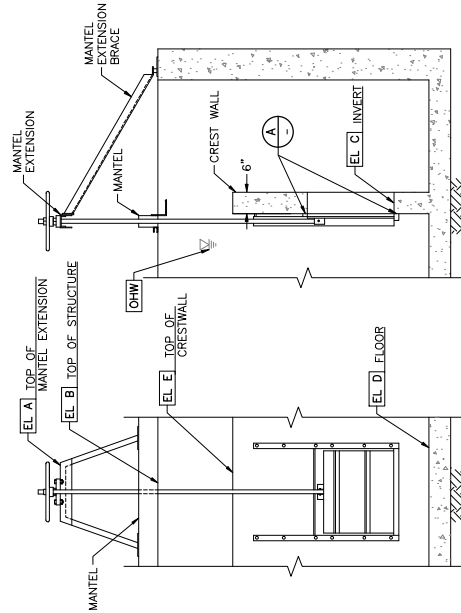
TYPE B GUIDE NTS

TYPE B MODIFIED GUIDE NTS

ATTACHING FLANGE (TYP)

ATTACHING FLANGE (TYP)

GATE SCHEDULE											
STRUCTURE No	STRUCTURE SHEET No	DELIVERY GATE DESIGNATION	GATE TYPE	GATE SIZE	MINIMUM HANDWHEEL DIAMETER	ELEVATIONS					
						OHW	EL A	EL B	EL C	EL D	EL E
17-1	S-7	N/A	CREST	30" x 30"	18"	973.87	978.67	975.90	966.00	965.00	971.60
—	—	—	—	—	—	—	—	—	—	—	—



1 CREST GATE
NTS



General Notes

1. FURNISHED 416 STAINLESS STEEL GATES SHALL BE OBTAINED DIRECTLY FROM THE GATE MANUFACTURER BY THE CONTRACTOR. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR REVIEW AND APPROVAL TO THE OWNER'S ENGINEER FOR REVIEW AND APPROVAL.
2. INSTALL GATES PER MFG RECOMMENDATIONS. EMBEDMENT OF ANCHORS SHALL BE TO THE FULL LENGTH OF THE ANCHOR.
3. ALL GATES MUST BE PLUMB, TRUE AND SQUARE. MUST OPERATE WITH EASE.

Gate Gate Notes

1. GATE GATES SHALL BE FRESNO SERIES 8200 NON SELF CONTAINED MEETING THE FOLLOWING MIN SPECIFICATIONS:
 - FINISH: EPXY POWDER COATING
 - TYPE: 316 STAINLESS STEEL HARDWARE
 - MOUNTING: WITH J-BULB SEALS, GUSH BOTTOM SEAL AND POLYETHYLENE BEARING STRIPS
 - LOCKABLE RISING STEM WITH COVER, MINIMUM STEM TO FOOT SEATING HEAD
 - PRESSURE RATING: 10 FOOT SEATING HEAD
 - THE GATE MANUFACTURER SHALL FURNISH THE USED SUPPLY THE APPROPRIATE FITTINGS AND MOUNTING HARDWARE AND INSTRUCTIONS FOR INSTALLATION. THE CONTRACTOR SHALL INSTALL THE GATES PER THE MANUFACTURER'S INSTRUCTIONS.
2. MANTREL, MANTREL EXTENSION, AND MANTREL EXTENSION BRACE ARE TYPICALLY NOT SUPPLIED BY THE GATE MANUFACTURER.

APPROVED WITH COMMENTS
02/22/2021
CITY OF BUCKEYE
ENGINEERING



Stantec Consulting Services Inc.
3100 North Central Expressway, Suite 200
Chandler, AZ 85226-1604
www.stantec.com

Stantec Consulting Services Inc. is an Equal Opportunity Employer. Minorities and women are encouraged to apply. Stantec Consulting Services Inc. is an Equal Opportunity Employer. Minorities and women are encouraged to apply. Stantec Consulting Services Inc. is an Equal Opportunity Employer. Minorities and women are encouraged to apply.

Project No. 181300921
Drawing No. 19 of 19
Title: CONTROL GATE DETAILS

Client/Project: ROOSEVELT IRRIGATION DISTRICT
LATERAL 17
CITY OF BUCKEYE
MILLER ROAD IMPROVEMENTS
Buckeye, Arizona



Project No. 181300921
Drawing No. 19 of 19
Title: CONTROL GATE DETAILS

Client/Project: ROOSEVELT IRRIGATION DISTRICT
LATERAL 17
CITY OF BUCKEYE
MILLER ROAD IMPROVEMENTS
Buckeye, Arizona

Project No. 181300921
Drawing No. 19 of 19
Title: CONTROL GATE DETAILS

Client/Project: ROOSEVELT IRRIGATION DISTRICT
LATERAL 17
CITY OF BUCKEYE
MILLER ROAD IMPROVEMENTS
Buckeye, Arizona

Project No. 181300921
Drawing No. 19 of 19
Title: CONTROL GATE DETAILS

Client/Project: ROOSEVELT IRRIGATION DISTRICT
LATERAL 17
CITY OF BUCKEYE
MILLER ROAD IMPROVEMENTS
Buckeye, Arizona

Project No. 181300921
Drawing No. 19 of 19
Title: CONTROL GATE DETAILS

Client/Project: ROOSEVELT IRRIGATION DISTRICT
LATERAL 17
CITY OF BUCKEYE
MILLER ROAD IMPROVEMENTS
Buckeye, Arizona

Project No. 181300921
Drawing No. 19 of 19
Title: CONTROL GATE DETAILS

Client/Project: ROOSEVELT IRRIGATION DISTRICT
LATERAL 17
CITY OF BUCKEYE
MILLER ROAD IMPROVEMENTS
Buckeye, Arizona

Project No. 181300921
Drawing No. 19 of 19
Title: CONTROL GATE DETAILS

1. ANY TOWN OF OFFICE BUILDING DEPARTMENT SHALL BE NOTIFIED 24 HOURS IN ADVANCE OF ANY ON-SITE OR OFF SITE CONSTRUCTION. PHONE 823-349-6248 FOR THE HOTLINE. ALL PERMITS MUST BE OBTAINED PRIOR TO ANY CONSTRUCTION. THE TOWN ENGINEER SHALL BE NOTIFIED 24 HOURS IN ADVANCE OF ANY CONSTRUCTION. THE TOWN ENGINEER SHALL BE NOTIFIED 24 HOURS IN ADVANCE OF ANY CONSTRUCTION.
2. ALL WORK AND MATERIALS MUST CONFORM WITH THESE SPECIFICATIONS (WWW.BUILDING.OHIO.GOV). THE TOWN ENGINEER SHALL BE NOTIFIED 24 HOURS IN ADVANCE OF ANY CONSTRUCTION. THE TOWN ENGINEER SHALL BE NOTIFIED 24 HOURS IN ADVANCE OF ANY CONSTRUCTION.
3. ALL WORK AND MATERIALS MUST CONFORM WITH THESE SPECIFICATIONS (WWW.BUILDING.OHIO.GOV). THE TOWN ENGINEER SHALL BE NOTIFIED 24 HOURS IN ADVANCE OF ANY CONSTRUCTION. THE TOWN ENGINEER SHALL BE NOTIFIED 24 HOURS IN ADVANCE OF ANY CONSTRUCTION.
4. ALL WORK AND MATERIALS MUST CONFORM WITH THESE SPECIFICATIONS (WWW.BUILDING.OHIO.GOV). THE TOWN ENGINEER SHALL BE NOTIFIED 24 HOURS IN ADVANCE OF ANY CONSTRUCTION. THE TOWN ENGINEER SHALL BE NOTIFIED 24 HOURS IN ADVANCE OF ANY CONSTRUCTION.
5. ALL WORK AND MATERIALS MUST CONFORM WITH THESE SPECIFICATIONS (WWW.BUILDING.OHIO.GOV). THE TOWN ENGINEER SHALL BE NOTIFIED 24 HOURS IN ADVANCE OF ANY CONSTRUCTION. THE TOWN ENGINEER SHALL BE NOTIFIED 24 HOURS IN ADVANCE OF ANY CONSTRUCTION.
6. ALL WORK AND MATERIALS MUST CONFORM WITH THESE SPECIFICATIONS (WWW.BUILDING.OHIO.GOV). THE TOWN ENGINEER SHALL BE NOTIFIED 24 HOURS IN ADVANCE OF ANY CONSTRUCTION. THE TOWN ENGINEER SHALL BE NOTIFIED 24 HOURS IN ADVANCE OF ANY CONSTRUCTION.
7. ALL WORK AND MATERIALS MUST CONFORM WITH THESE SPECIFICATIONS (WWW.BUILDING.OHIO.GOV). THE TOWN ENGINEER SHALL BE NOTIFIED 24 HOURS IN ADVANCE OF ANY CONSTRUCTION. THE TOWN ENGINEER SHALL BE NOTIFIED 24 HOURS IN ADVANCE OF ANY CONSTRUCTION.

- REPLACEMENT SHALL BE A MINIMUM OF 3 INCHES OR MATCH THE EXISTING THICKNESS OF THE PAVEMENT, WHICHEVER IS GREATER. SAWCUT OR CONSTRUCTION JOINTS SHALL BE ADEQUATELY TACK COED WITH A MINIMUM OF 95% COVERAGE. ASPHALT MATERIAL SHALL BE A TOP APPROVED MIX DESIGN WITH COMPACTED LIFTS NO GREATER THAN 3 INCHES. SLURRY BACKFILLED OR OPEN TRENCHES IN EXISTING ROADWAYS MUST BE PROPERLY STEEL PLATED AND BARRICADED OVER NIGHT. STEEL PLATES TO BE MILLED FLUSH WITH

1. THE CONTRACTOR SHALL PROVIDE SMOOTHLY AND EVENLY GRADED FINISHED SURFACES ABOUT ALL DISTRICT FACILITIES WITHIN THE PROJECT AREA AND BLEND SMOOTHLY INTO EXISTING GRADES.
2. THE CONTRACTOR SHALL IMPORT ADDITIONAL FILL MATERIAL OR EXPORT EXCESS MATERIAL TO MAINTAIN PROPER GRADES AS INDICATED ON THE APPROVED PLANS GRADING ABOUT DISTRICT FACILITIES.
3. AS DIRECTED BY THE DISTRICT CONSTRUCTION OBSERVER, FINISHED SURFACES SHALL BE GRADED TO DIRECT DRAINAGE AWAY FROM DISTRICT FACILITIES.
4. CANAL ROADS SHALL BE GRADIENT TO CANAL PRISM SHALL BE CONSTRUCTED WITH A MINIMUM GRADE 6% ABOVE ADJACENT FIELDS AND A MINIMUM 2% SLOPE AWAY FROM CANAL PRISM UNLESS OTHERWISE NOTED.

1. ALL NEW STREET LIGHT & TRAFFIC SIGNAL CONSTRUCTION TO BE STAKED IN ADVANCE AND THE RID CONSTRUCTION OBSERVER TO VERIFY FOR COMPLIANCE WITH MINIMUM CLEARANCES TO RID FACILITIES

- ### MCESD NOTES
1. DEAD ENDS MUST HAVE BLOW OFF VALVES; 2 INCH MINIMUM DIAMETER. (MAG 610.4, MAG DETAIL 391-2)
 2. MAG DETAIL 391-2 REQUIRES THAT ALL MAG DETAIL 391-2 VALVES BE DISINFECTED IN ACCORDANCE WITH SECTION C) AND 40 PSI (EB 10, CHAP. 7)
 3. ALL VALVES SHALL CONFORM TO AWWA STANDARDS AWWA C-600 OR C603. (MAG 610.7 & 630 / MAG DETAIL 391-1 & 391-2)
 4. ALL NEW ELEMENTS OF A DISTRIBUTION SYSTEM SHALL BE DISINFECTED IN ACCORDANCE WITH EB 8 OR AWWA C651. (MAG 610.16 & 611)

[illegible]

- [illegible]

R MAG SPEC 728 .
INCORPORATED IN THE PROJECT SHALL BE SUBMITTED AT OR
TOWN MEETING FOR REVIEW AND APPROVAL BY THE TOWN

1. ALL NEW STREET LIGHT & TRAFFIC SIGNAL CONSTRUCTION TO BE STAKED IN ADVANCE AND THE RID CONSTRUCTION OBSERVER TO VERIFY FOR COMPLIANCE WITH MINIMUM CLEARANCES TO RID FACILITIES.

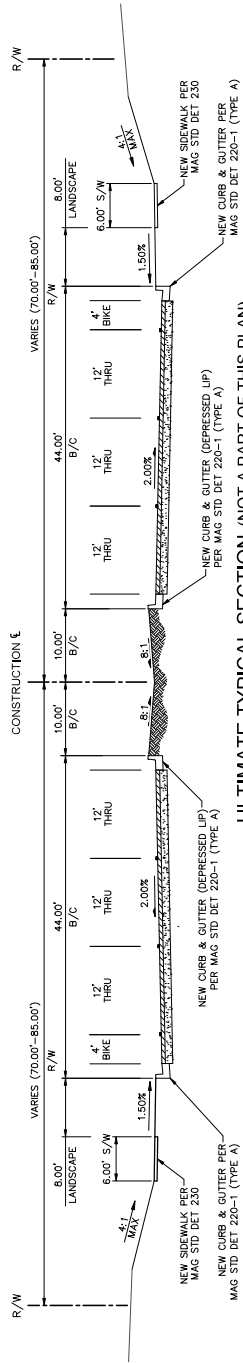
1. BACKFILLING SHALL NOT BE STARTED UNTIL ALL PIPING IS INSPECTED AND APPROVED BY THE TOWNSHIP INSPECTOR.
2. ALL SEWER MAINS SHALL BE PRESSURE TESTED AND MANHOLE TESTED (FOR FLEXIBLE PIPE) PER MAG SPECIFICATIONS. CONTRACTOR SHALL NOT COMMENCE TESTING WITHIN 30-DAYS OF INSTALLATION.
3. UPON COMPLETION OF TESTING AND FLUSHING, ALL SEWER LINE SHALL BE VIDEO INSPECTED NOT SOONER THAN 30 DAYS FOLLOWING BACKFILLING WITH THE CITY/VIDEO PROVIDED TO THE TOWNSHIP ENGINEER.

- [illegible]

PROVIDED ON THIS PAGE ARE FOR
REFERENCE ONLY AS NOTES ARE
SUBJECT TO CHANGE

UCKEYEAZ.GOV/BUSINESS/ENGINEERING/
DESIGN-STANDARDS-AND-DETAILS

[illegible]

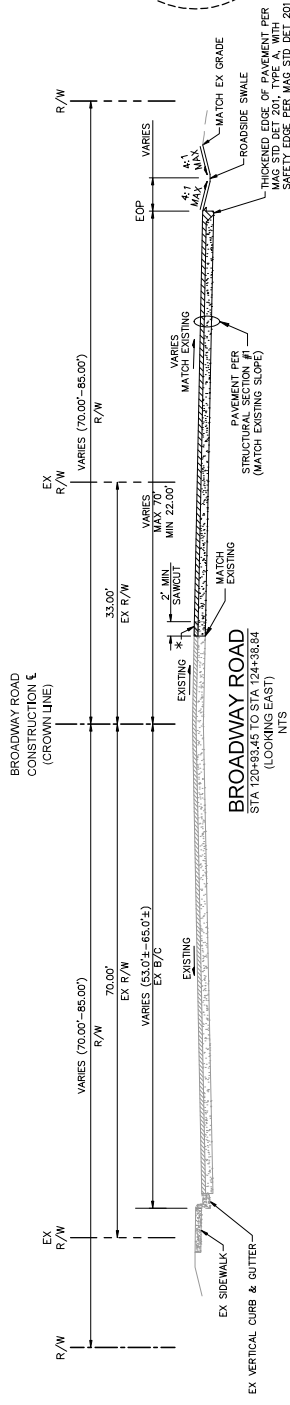


ULTIMATE TYPICAL SECTION (NOT A PART OF THIS PLAN)

BROADWAY RD AND MILLER RD
NTS

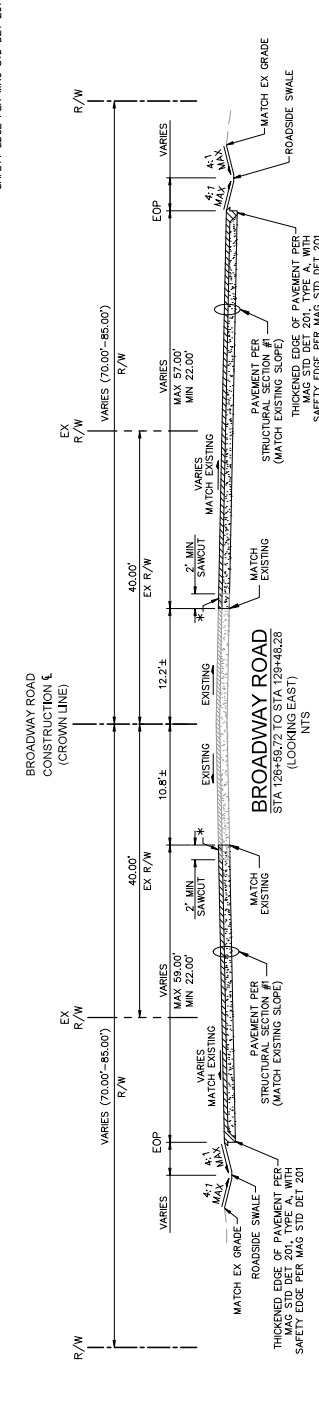
PAVEMENT STRUCTURAL SECTION #1
N.T.S.

*NOTE: TEMPORARY & PERMANENT "1-TOP" PAVEMENT IS INCLUSIVE OF PIPE/TRENCH ITEMS OF WORK & NOT PAID OR MEASURED SEPARATELY. "1-TOPS" SHALL COMPLY WITH MAG STD DET 200-1 "1-TOP" TRENCH REPAIR.



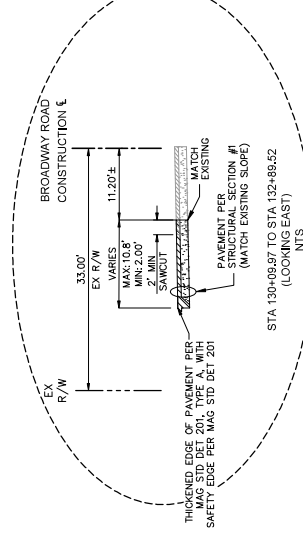
BROADWAY ROAD

STA 124+36.84
(LOOKING EAST)
NTS



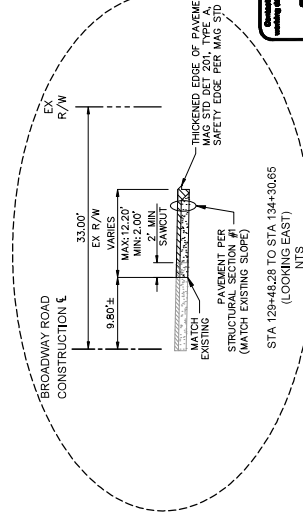
BROADWAY ROAD

STA 128+56.72 TO STA 129+48.28
(LOOKING EAST)
NTS



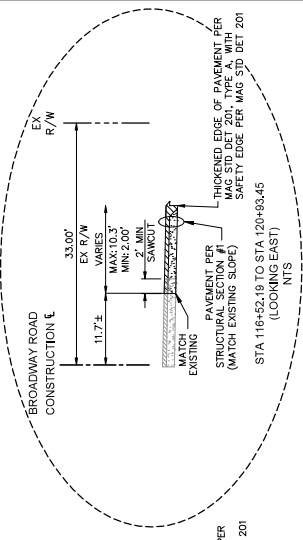
BROADWAY ROAD

STA 130+08.97 TO STA 132+08.52
(LOOKING EAST)
NTS



BROADWAY ROAD

STA 129+48.28 TO STA 134+30.85
(LOOKING EAST)
NTS



BROADWAY ROAD

CONSTRUCTION E

STA 116+52.19 TO STA 120+93.45
(LOOKING EAST)
NTS

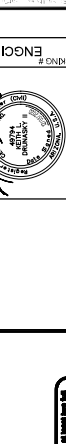
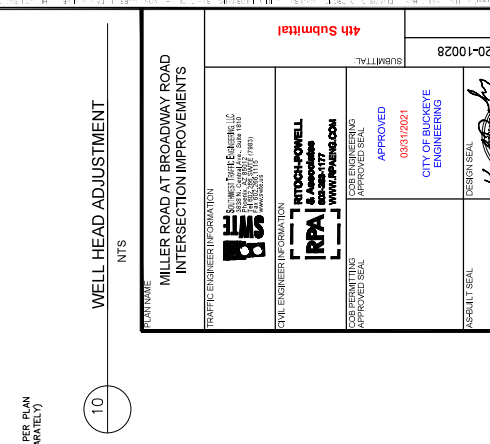
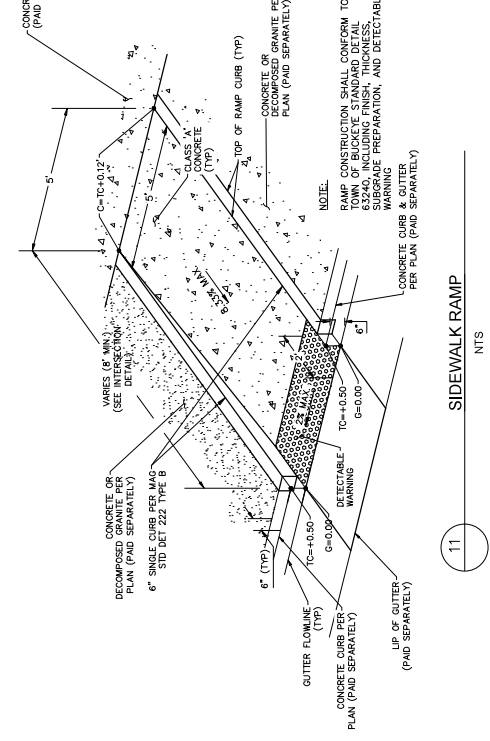
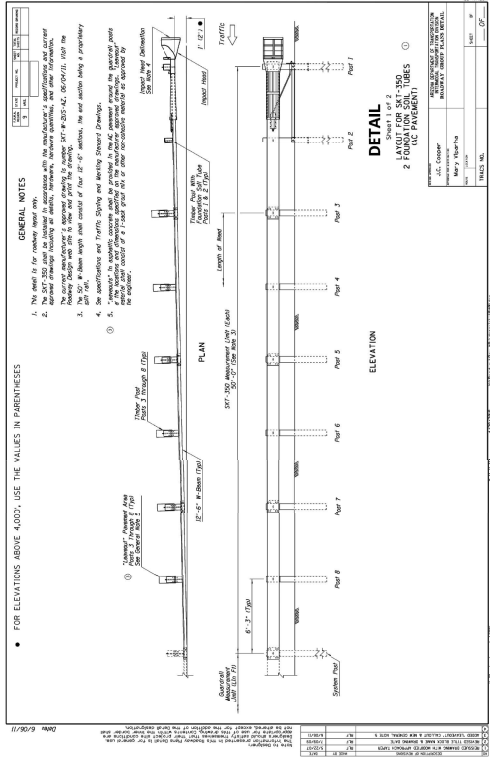
* CROSS SLOPE MIN IS 1% NOT TO EXCEED 3% (2% IS DESIRED)

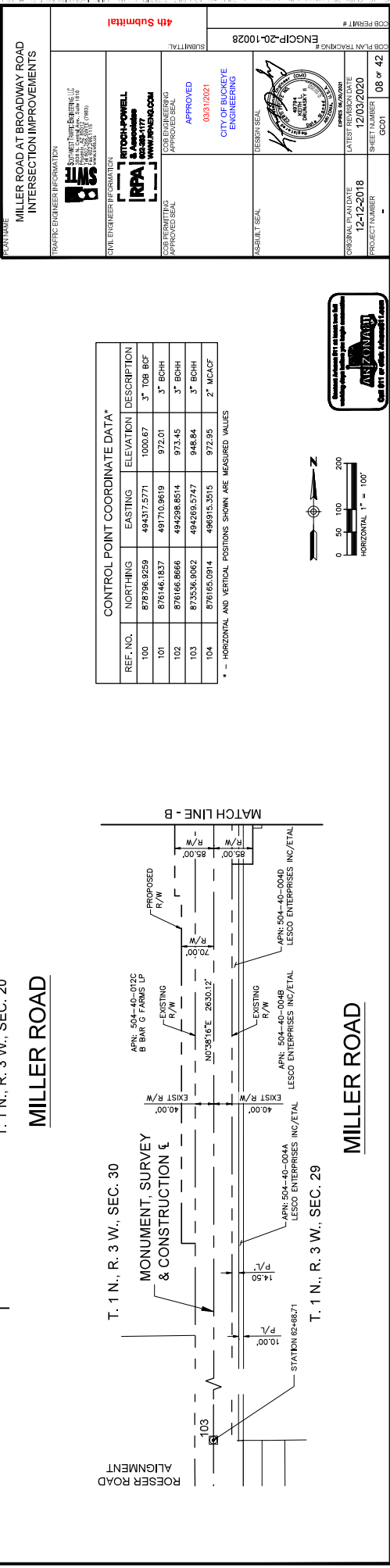
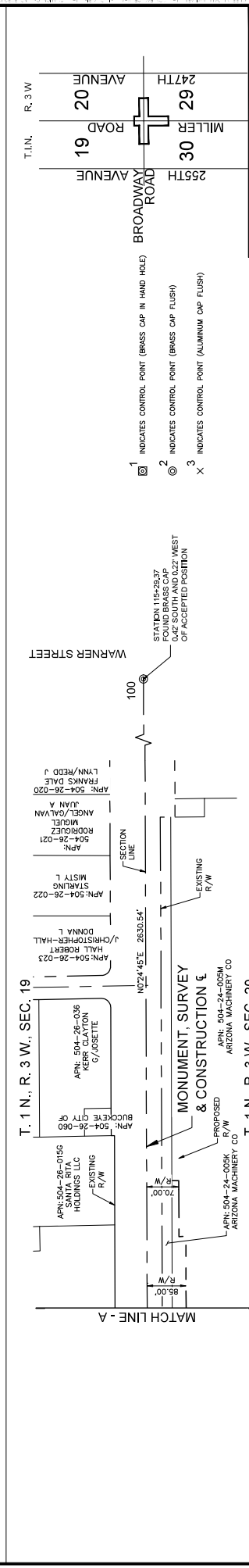
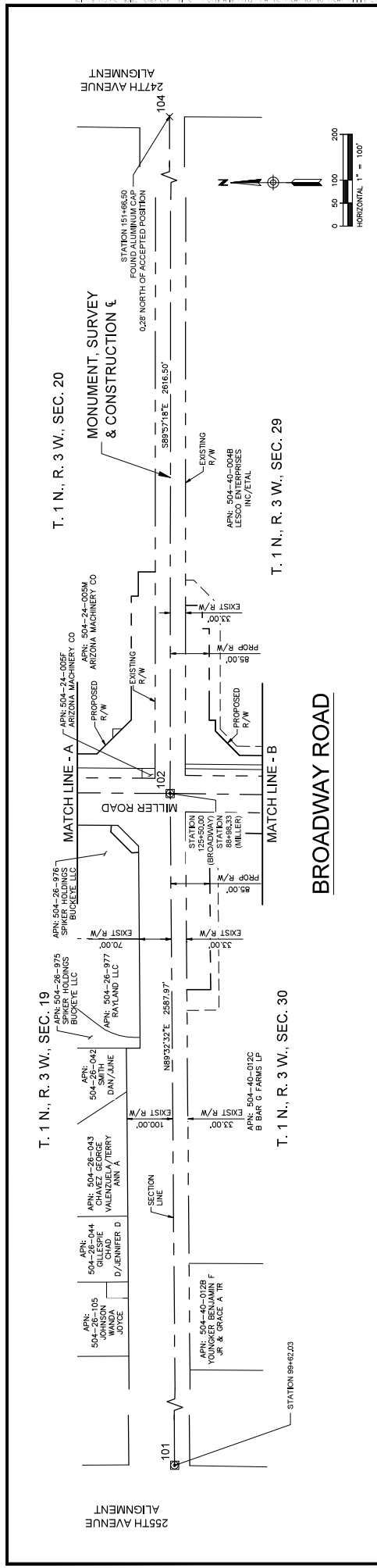
MILLER ROAD AT BROADWAY ROAD INTERSECTION IMPROVEMENTS

TRAFFIC ENGINEER INFORMATION RTS ENGINEERING, LLC 10000 W. 10th Ave., Suite 110 Denver, CO 80202 (303) 751-1177 www.rts-engineering.com		4th Submittal
STYL ENGINEER INFORMATION RPA 1000 W. 10th Ave., Suite 1177 Denver, CO 80202 (303) 751-1177 www.rpa-engineering.com	CITY OF BUCKEYE ENGINEERING APPROVED 03/17/2021	DESIGN SEAL [Signature] [Stamp: PROFESSIONAL ENGINEER, CIVIL, STATE OF COLORADO, No. 12345, EXPIRATION DATE 12/31/2024]
CONTRACTING APPROVED SEAL [Signature] [Stamp: PROFESSIONAL ENGINEER, CIVIL, STATE OF COLORADO, No. 12345, EXPIRATION DATE 12/31/2024]	AS-BUILT SEAL [Signature] [Stamp: PROFESSIONAL ENGINEER, CIVIL, STATE OF COLORADO, No. 12345, EXPIRATION DATE 12/31/2024]	COB PLAN TRACKING # ENGCHP-20-10028 DATE 12/03/2020 SHEET NUMBER 04 of 42



Use or alteration of this information in this instrument for other than the specific purpose for which it was intended and for other than the client for which it was prepared is forbidden unless expressly permitted in writing in advance by SOUTHWEST TRAFFIC ENGINEERING, SOUTHWEST TRAFFIC ENGINEERING and have no liability to any user of this information without their written consent.







LEGEND

—	EDGE OF PAVEMENT (BACK OF CURB @ RAMP)
- - - -	SAWCUT / MATCH EXISTING



1. GEOMETRIC DATA SHOWN AT EDGE OF PAVEMENT, BACK OF CURB AND BACK OF SIDEWALK/RAMP.

PLAN NAME
MILLER ROAD AT BROADWAY ROAD
INTERSECTION IMPROVEMENTS

THE UNIVERSITY OF CHICAGO

WHITE
SOUTHWEST TRAFFIC ENGINEERING, LLC
3838 N. Central Ave., Suite 1810
Phoenix, AZ 85012
Tel: 602-266-5000 / Fax: 602-266-5001

CIVIL ENGINEER INFORMATION

RPA | RITCO-Powell
& Associates
803-388-1177

COB PERMITTING	C
----------------	---

APPROVED SEAL

CITY OF BUCKINGHAM

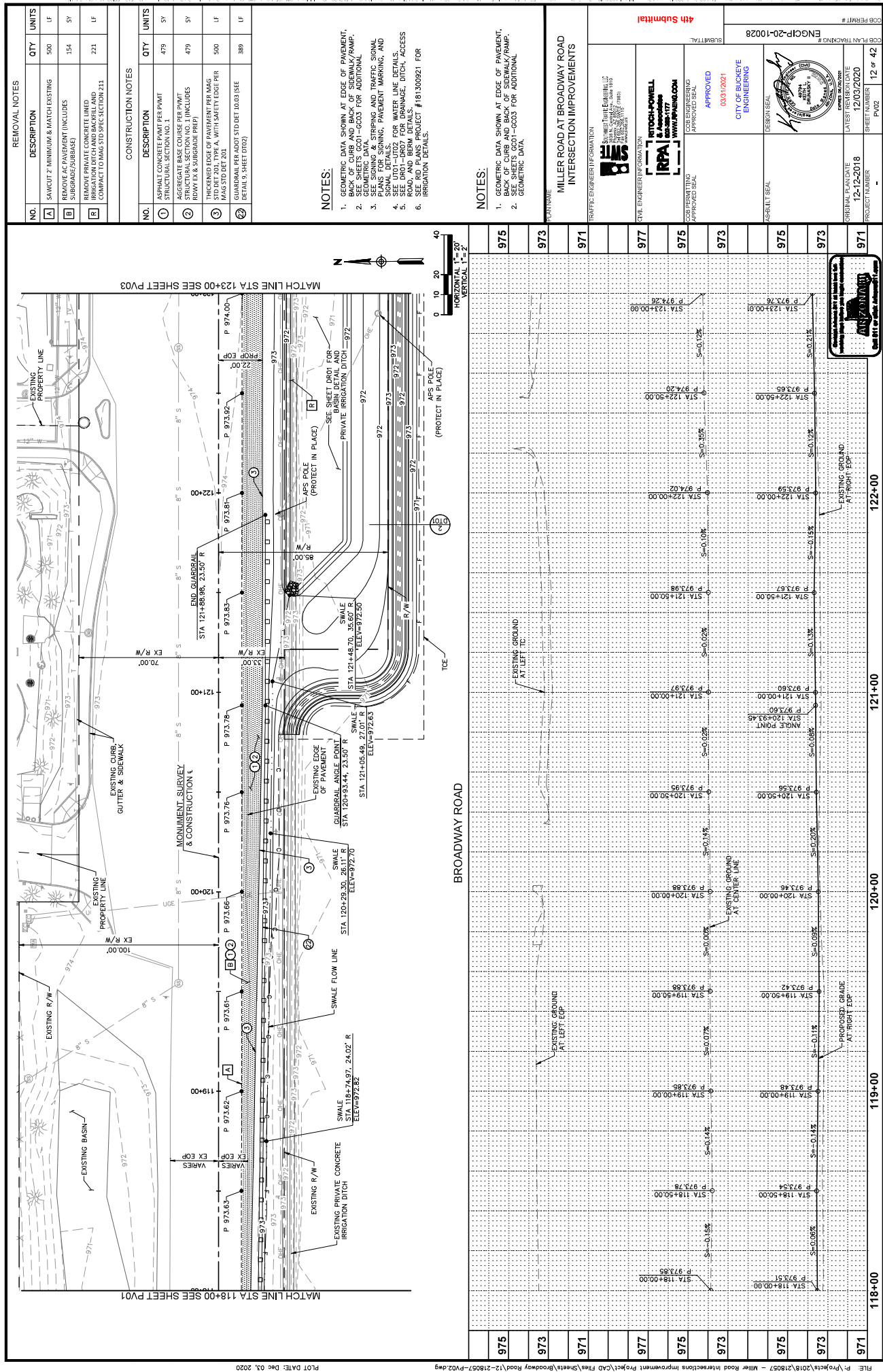
SIGN SEA

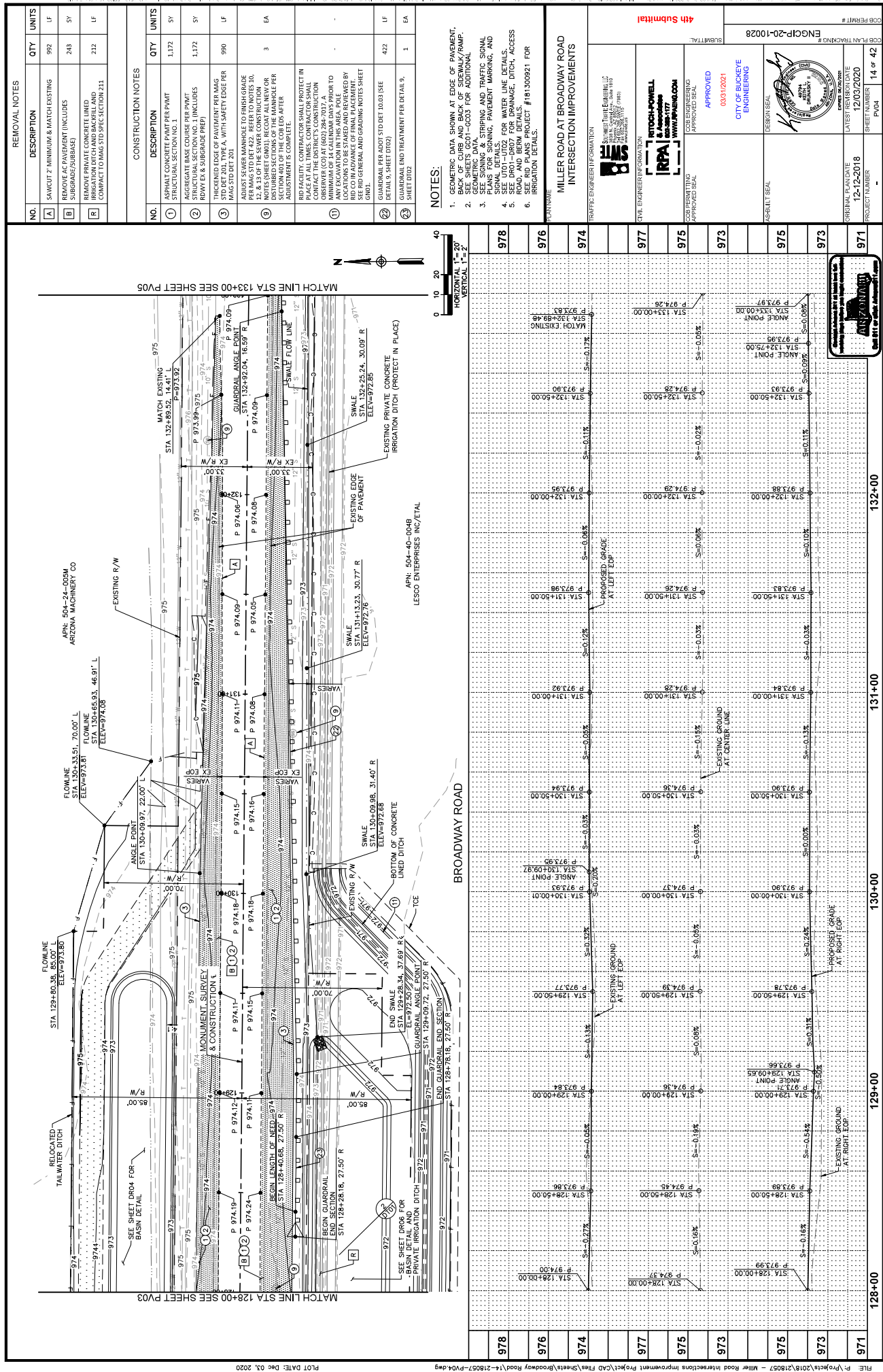
TEST REVISION DATE	EXP. DATE 06/30/2021	TRANS	T#
--------------------	----------------------	-------	----

12/03/2020

GC03 10 of 42

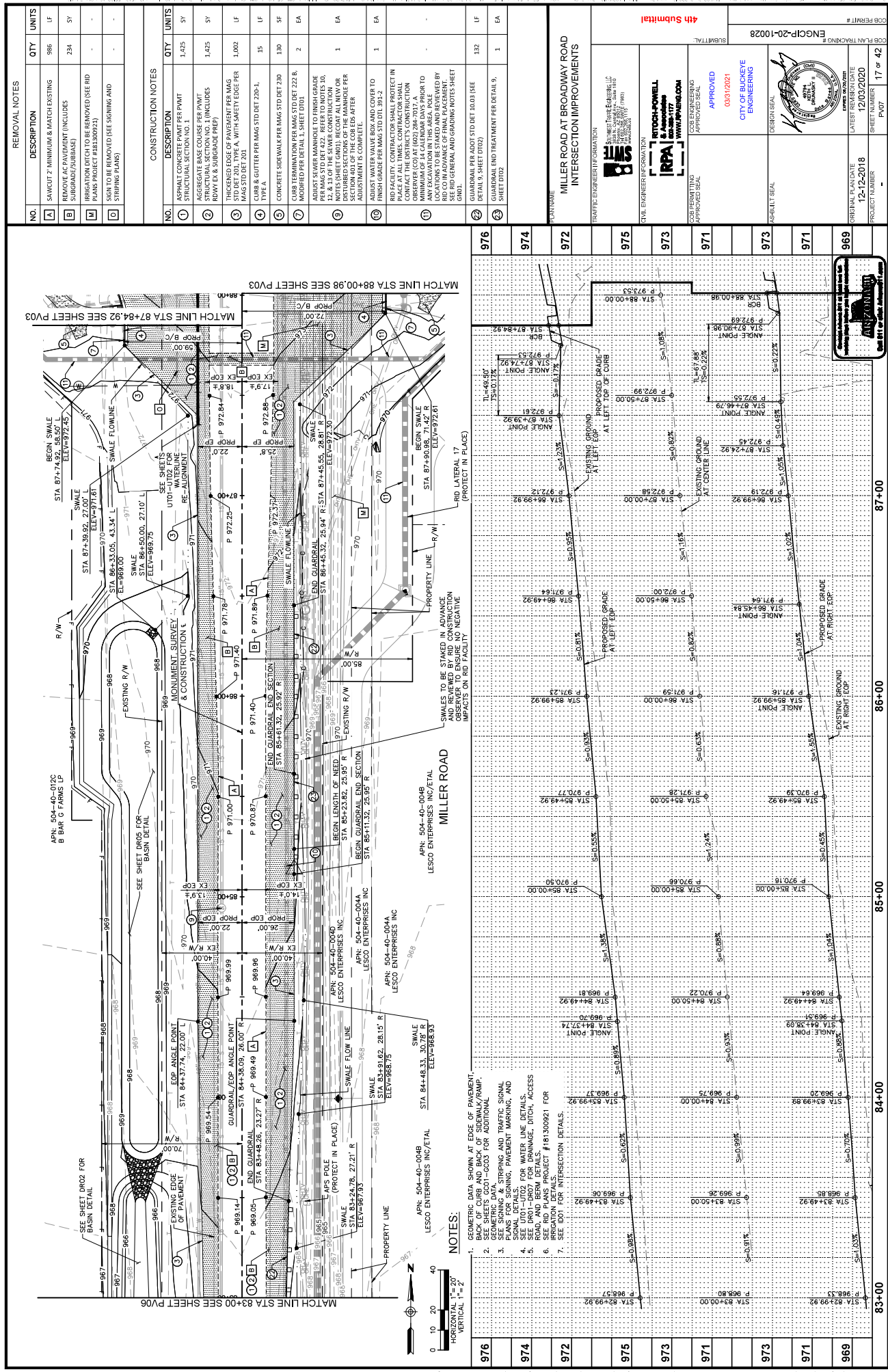
no alteration of the information in this instrument for other than the specific purpose for which it was prepared is forbidden unless expressly permitted in writing in advance by SOUTHWEST TRAFFIC ENGINEERING. SOUTHWEST TRAFFIC ENGINEERING shall have no liability to any use of this information without their written consent.







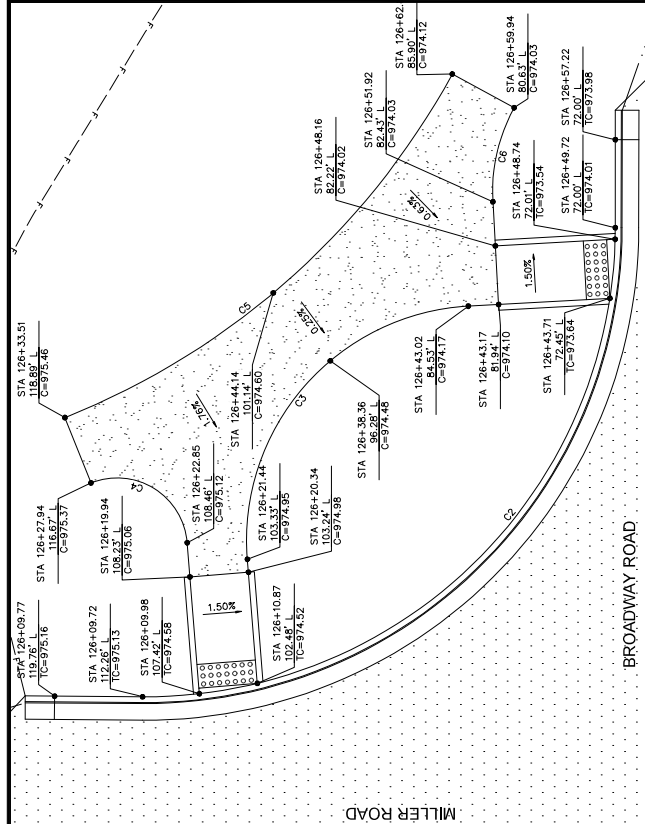
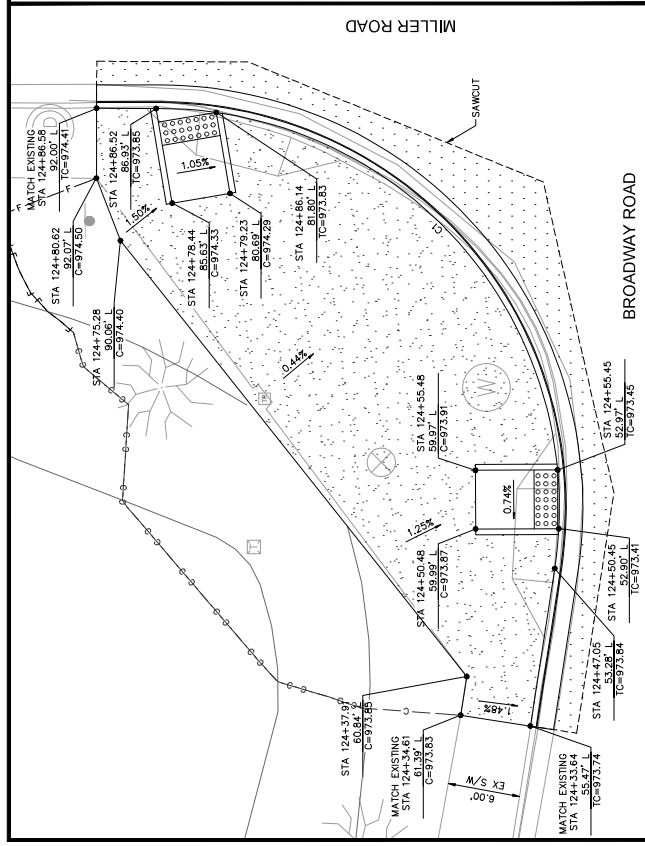
[illegible]



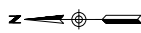
REMOVAL NOTES			
NO.	DESCRIPTION	QTY	UNITS
A	SAV CUT 7 MINIMUM & MATCH EXISTING	586	LF
B	REMOVE 10' PAVEMENT (INCLUDES SUBGRADE/ENHANCE)	234	SY
M	REMOVE 10' PAVEMENT (SEE RHD PLANS PROJECT #18130021)	-	-
D	10' TO BE REMOVED (SEE SIGNING AND STRIPING PLANS)	-	-

CONSTRUCTION NOTES			
NO.	DESCRIPTION	QTY	UNITS
1	ASPHALT CONCRETE PAVT PER PWT STRUCTURAL SECTION NO. 1	1,425	SY
2	AGGREGATE BASE COURSE PER PWT (INCLUDES ROW EX & SUBGRADE PREP)	1,425	SY
3	THICKNESS EDGE OF ANVANT PER MAG STD DET 201, TYPE A, WITH SAFETY EDGE PER MAG STD DET 201	1,002	LF
4	CURB & GUTTER PER MAG STD DET 220-1, TYPE A	15	LF
5	CONCRETE SIDEWALK PER MAG STD DET 230	130	SF
6	CLUB TERMINATION PER MAG STD DET 222 A, MODIFIED PER DETAIL 1, SHEET D103	2	EA
7	ADJUST SEWER MANHOLE TO FINISH GRADE PER MAG STD DET 422. REFER TO NOTES 10, 12, & 13 OF THE SEWER CONSTRUCTION DETAIL SHEET FOR THE MANHOLE PER SECTION 401 OF THE CODES AFTER ADJUSTMENT IS COMPLETE.	1	EA
8	ADJUST SEWER MANHOLE TO FINISH GRADE PER MAG STD DET 422. REFER TO NOTES 10, 12, & 13 OF THE SEWER CONSTRUCTION DETAIL SHEET FOR THE MANHOLE PER SECTION 401 OF THE CODES AFTER ADJUSTMENT IS COMPLETE.	1	EA
9	ADJUST SEWER MANHOLE TO FINISH GRADE PER MAG STD DET 422. REFER TO NOTES 10, 12, & 13 OF THE SEWER CONSTRUCTION DETAIL SHEET FOR THE MANHOLE PER SECTION 401 OF THE CODES AFTER ADJUSTMENT IS COMPLETE.	1	EA
10	ADJUST SEWER MANHOLE TO FINISH GRADE PER MAG STD DET 422. REFER TO NOTES 10, 12, & 13 OF THE SEWER CONSTRUCTION DETAIL SHEET FOR THE MANHOLE PER SECTION 401 OF THE CODES AFTER ADJUSTMENT IS COMPLETE.	1	EA
11	ADJUST SEWER MANHOLE TO FINISH GRADE PER MAG STD DET 422. REFER TO NOTES 10, 12, & 13 OF THE SEWER CONSTRUCTION DETAIL SHEET FOR THE MANHOLE PER SECTION 401 OF THE CODES AFTER ADJUSTMENT IS COMPLETE.	1	EA
12	ADJUST SEWER MANHOLE TO FINISH GRADE PER MAG STD DET 422. REFER TO NOTES 10, 12, & 13 OF THE SEWER CONSTRUCTION DETAIL SHEET FOR THE MANHOLE PER SECTION 401 OF THE CODES AFTER ADJUSTMENT IS COMPLETE.	1	EA
13	ADJUST SEWER MANHOLE TO FINISH GRADE PER MAG STD DET 422. REFER TO NOTES 10, 12, & 13 OF THE SEWER CONSTRUCTION DETAIL SHEET FOR THE MANHOLE PER SECTION 401 OF THE CODES AFTER ADJUSTMENT IS COMPLETE.	1	EA
14	ADJUST SEWER MANHOLE TO FINISH GRADE PER MAG STD DET 422. REFER TO NOTES 10, 12, & 13 OF THE SEWER CONSTRUCTION DETAIL SHEET FOR THE MANHOLE PER SECTION 401 OF THE CODES AFTER ADJUSTMENT IS COMPLETE.	1	EA
15	ADJUST SEWER MANHOLE TO FINISH GRADE PER MAG STD DET 422. REFER TO NOTES 10, 12, & 13 OF THE SEWER CONSTRUCTION DETAIL SHEET FOR THE MANHOLE PER SECTION 401 OF THE CODES AFTER ADJUSTMENT IS COMPLETE.	1	EA
16	ADJUST SEWER MANHOLE TO FINISH GRADE PER MAG STD DET 422. REFER TO NOTES 10, 12, & 13 OF THE SEWER CONSTRUCTION DETAIL SHEET FOR THE MANHOLE PER SECTION 401 OF THE CODES AFTER ADJUSTMENT IS COMPLETE.	1	EA
17	ADJUST SEWER MANHOLE TO FINISH GRADE PER MAG STD DET 422. REFER TO NOTES 10, 12, & 13 OF THE SEWER CONSTRUCTION DETAIL SHEET FOR THE MANHOLE PER SECTION 401 OF THE CODES AFTER ADJUSTMENT IS COMPLETE.	1	EA
18	ADJUST SEWER MANHOLE TO FINISH GRADE PER MAG STD DET 422. REFER TO NOTES 10, 12, & 13 OF THE SEWER CONSTRUCTION DETAIL SHEET FOR THE MANHOLE PER SECTION 401 OF THE CODES AFTER ADJUSTMENT IS COMPLETE.	1	EA
19	ADJUST SEWER MANHOLE TO FINISH GRADE PER MAG STD DET 422. REFER TO NOTES 10, 12, & 13 OF THE SEWER CONSTRUCTION DETAIL SHEET FOR THE MANHOLE PER SECTION 401 OF THE CODES AFTER ADJUSTMENT IS COMPLETE.	1	EA
20	ADJUST SEWER MANHOLE TO FINISH GRADE PER MAG STD DET 422. REFER TO NOTES 10, 12, & 13 OF THE SEWER CONSTRUCTION DETAIL SHEET FOR THE MANHOLE PER SECTION 401 OF THE CODES AFTER ADJUSTMENT IS COMPLETE.	1	EA
21	ADJUST SEWER MANHOLE TO FINISH GRADE PER MAG STD DET 422. REFER TO NOTES 10, 12, & 13 OF THE SEWER CONSTRUCTION DETAIL SHEET FOR THE MANHOLE PER SECTION 401 OF THE CODES AFTER ADJUSTMENT IS COMPLETE.	1	EA
22	ADJUST SEWER MANHOLE TO FINISH GRADE PER MAG STD DET 422. REFER TO NOTES 10, 12, & 13 OF THE SEWER CONSTRUCTION DETAIL SHEET FOR THE MANHOLE PER SECTION 401 OF THE CODES AFTER ADJUSTMENT IS COMPLETE.	1	EA
23	ADJUST SEWER MANHOLE TO FINISH GRADE PER MAG STD DET 422. REFER TO NOTES 10, 12, & 13 OF THE SEWER CONSTRUCTION DETAIL SHEET FOR THE MANHOLE PER SECTION 401 OF THE CODES AFTER ADJUSTMENT IS COMPLETE.	1	EA





CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	88°37'06"	34.00'	98.52'
C2	90°22'04"	40.00'	83.09'
C3	91°23'27"	20.00'	31.90'
C4	107°08'42"	6.00'	11.22'
C5	39°40'47"	65.00'	45.02'
C6	31°47'04"	15.00'	8.32'
C7	89°24'26"	40.00'	62.42'
C8	88°30'56"	20.00'	30.90'
C9	108°37'48"	6.00'	11.38'
C10	36°06'26"	65.00'	40.96'
C11	128°11'16"	6.02'	13.27'
C12	91°05'45"	40.00'	63.60'
C13	91°48'39"	20.00'	32.05'
C14	107°12'24"	6.00'	11.33'
C15	40°10'20"	65.00'	45.57'
C16	30°48'38"	15.00'	8.07'



NOTES:
1. STATION/OFFSET DATA INDICATED FROM BROADWAY ROAD CONSTRUCTION CENTERLINE.

PROJECT NAME
MILLER ROAD AT BROADWAY ROAD INTERSECTION IMPROVEMENTS

TRAFFIC ENGINEER INFORMATION
STAFF
SOUTHEAST TRAFFIC ENGINEERING, LLC
10000 W. 10th Ave., Suite 110
Denver, CO 80202 (303) 751-1100

STAFF ENGINEER INFORMATION
RPA
RICHARD J. PETERSON
P.E.
1777 W. 10th Ave., Suite 110
Denver, CO 80202 (303) 751-1100

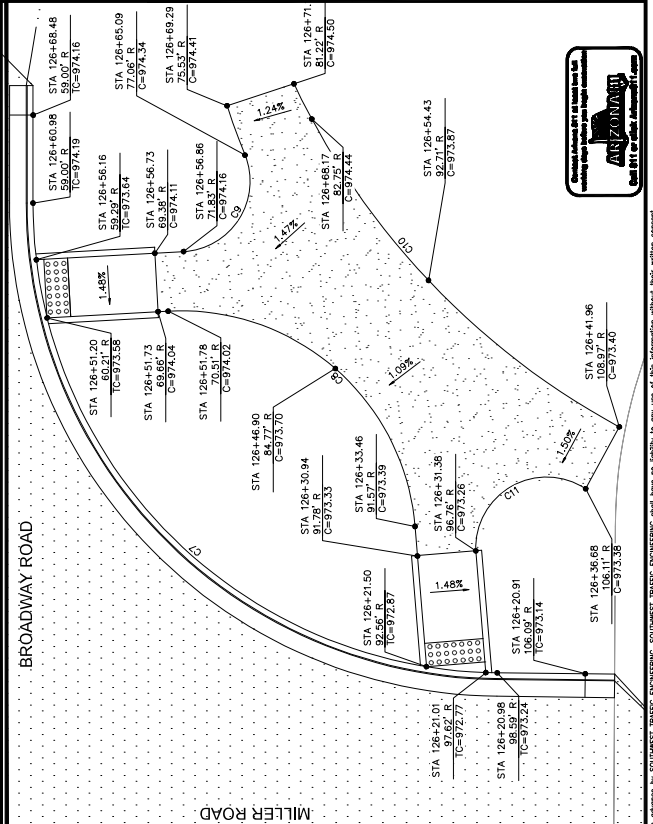
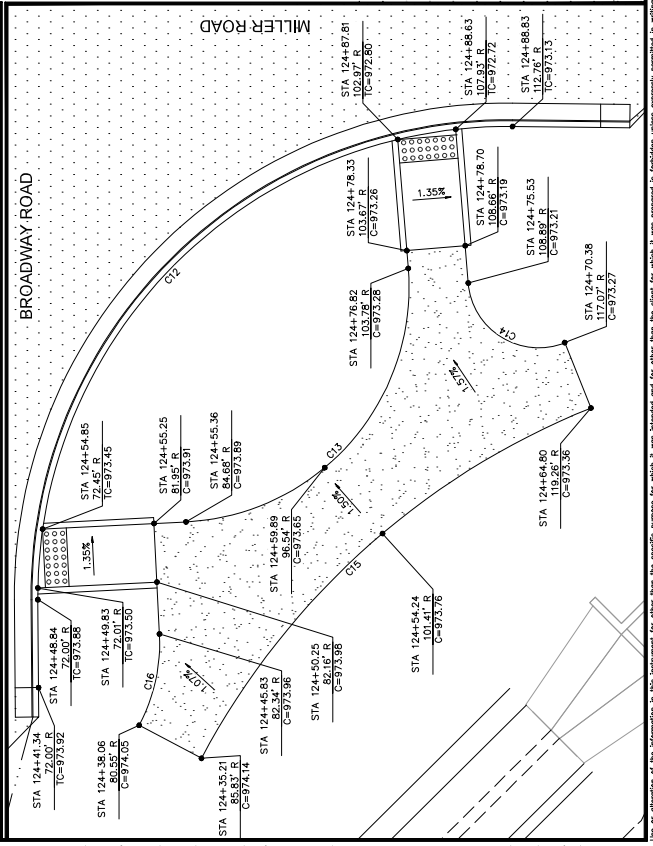
CORRESPONDING APPROVED SEAL
CSE ENGINEERING
APPROVED SEAL
03/31/2021
CITY OF BUCKEYE
ENGINEERING

DESIGN SEAL
APPROVED SEAL
12/12/2018
PROJECT NUMBER
19 of 42

CDB PLAN TRACKING #
ENGCIP-20-10028
SUBMITTAL #

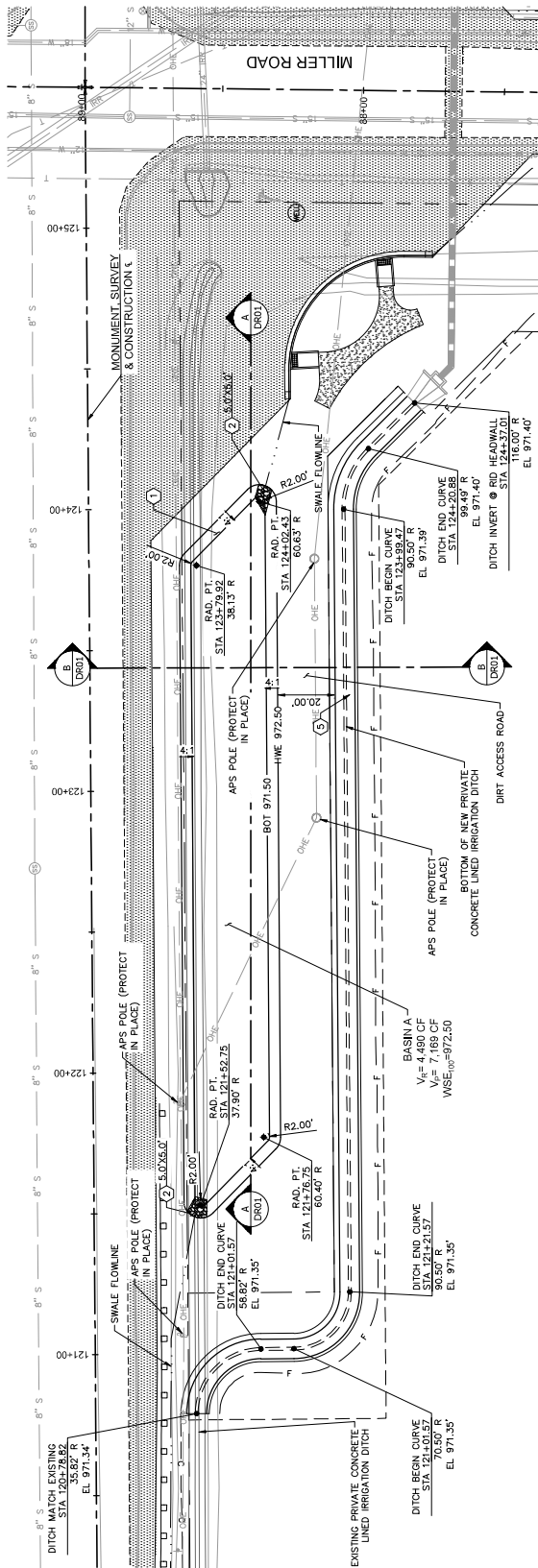
CDB PLAN TRACKING #
ENGCIP-20-10028
SUBMITTAL #

CDB PLAN TRACKING #
ENGCIP-20-10028
SUBMITTAL #

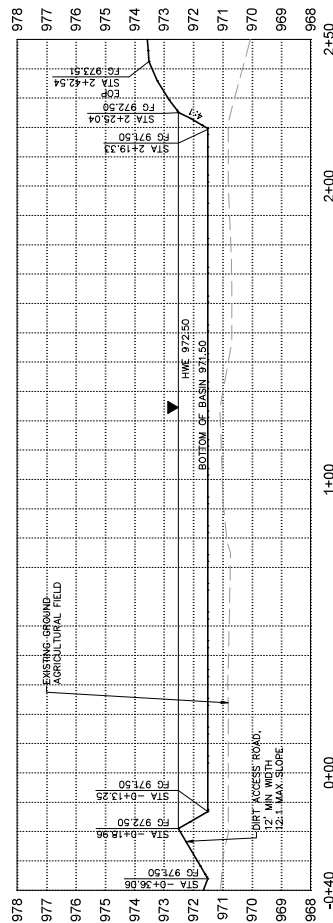


Use or alteration of this information in this instrument for other than the specific purpose for which it was prepared is forbidden unless expressly permitted in writing by SOUTHEAST TRAFFIC ENGINEERING, SOUTHEAST TRAFFIC ENGINEERING and have no liability to any use of this information without their written consent.

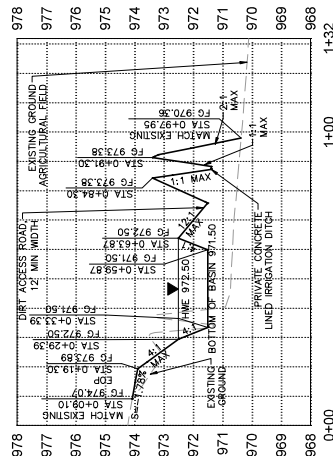
DRAINAGE NOTES			
NO	DESCRIPTION	QTY	UNIT
①	GRADING FOR DRAINAGE	1	LS
②	ROUND ROLLUP (RSC-1) PER MAG SPEC SECTION 220 AND 703, THICKNESS 12", WITH GEOSYNTHETIC FABRIC PER MAG SPEC SECTION 220 AND 703, WITH ONE FOOT TURNDOWN AROUND DITCH	8	SY
③	PRIVATE CONCRETE LINED IRRIGATION DITCH PER DETAIL ON SHEET D101	404	LF



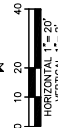
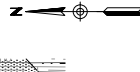
BROADWAY ROAD



SECTION A-A



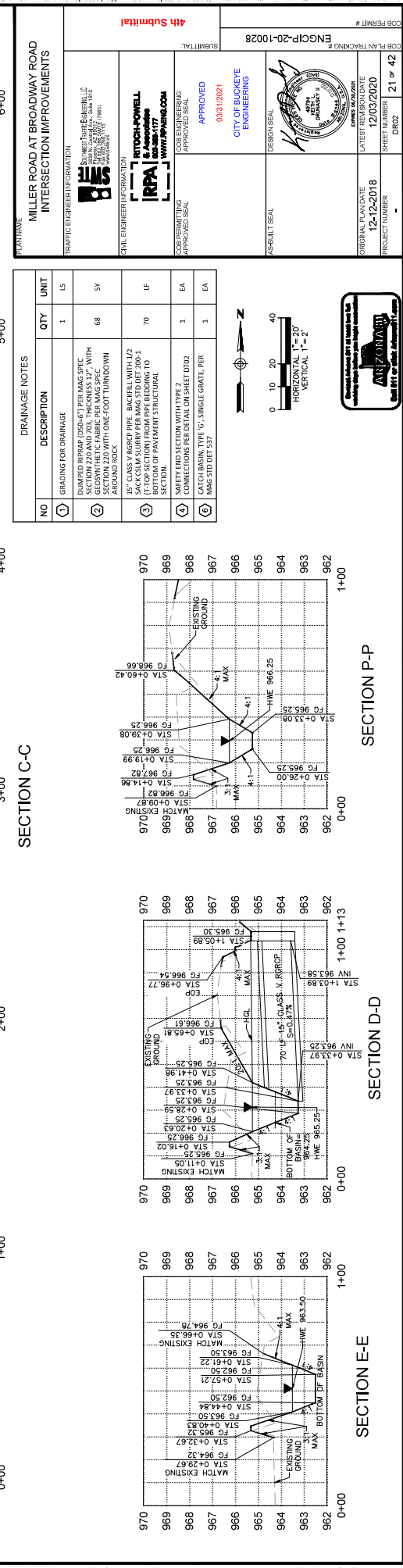
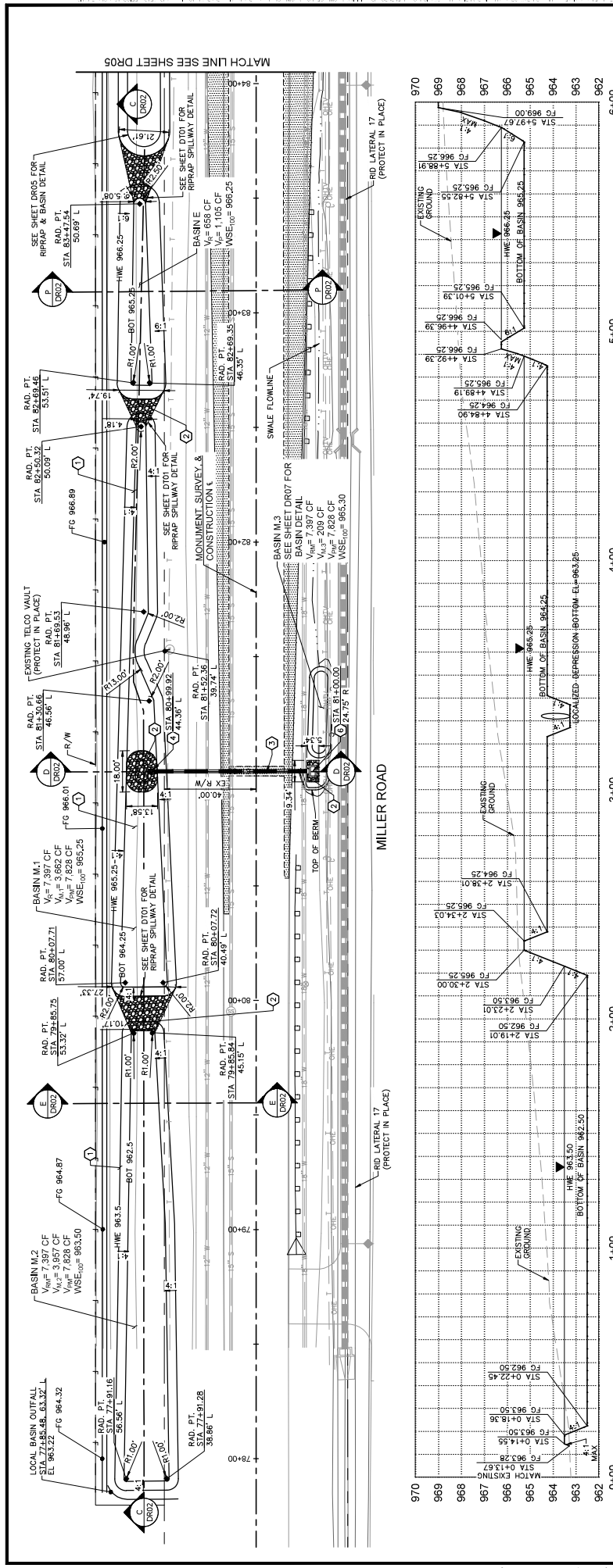
SECTION B-B



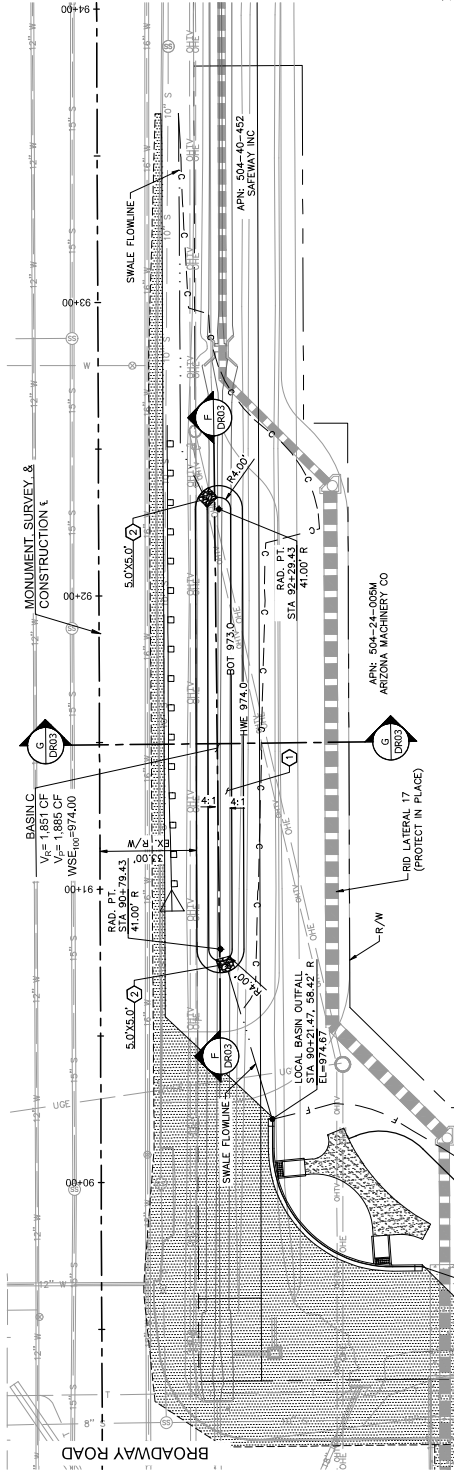
4th Submittal SUBMITTAL 03/31/2021 CITY OF BUCKEYE ENGINEERING		DESIGN SEAL AS-BUILT SEAL
MILLER ROAD AT BROADWAY ROAD INTERSECTION IMPROVEMENTS		PROJECT NUMBER 12-12-2018 SHEET NUMBER DR01
TRAFFIC ENGINEER INFORMATION SOUTH EAST TRAFFIC ENGINEERING, LLC 1000 N. 10th St., Suite 100 Phoenix, AZ 85006 (602) 998-1177 www.seate.com		COB PERMIT # ENG-CIP-20-10028
CIVIL ENGINEER INFORMATION RPA RICHARD J. POWELL 1000 N. 10th St., Suite 100 Phoenix, AZ 85006 (602) 998-1177 www.rpaeng.com		COB PERMIT # ENG-CIP-20-10028
COB PERMITTING APPROVED SEAL APPROVED 03/31/2021 CITY OF BUCKEYE ENGINEERING		DESIGN SEAL AS-BUILT SEAL



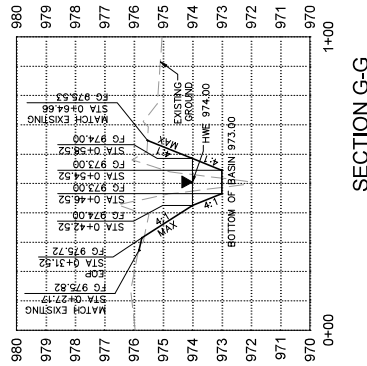
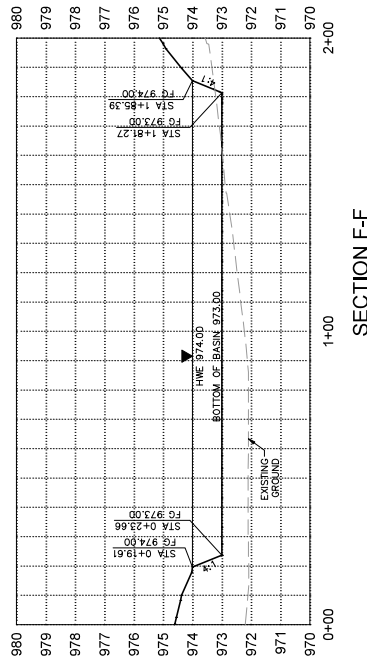
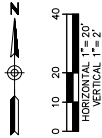
Use or alteration of this information in this instrument for other than the specific purpose for which it was intended and for other than the client for which it was prepared is forbidden unless expressly permitted in writing in advance by SOUTH EAST TRAFFIC ENGINEERING, SOUTH EAST TRAFFIC ENGINEERING and have no liability to any use of this information without their written consent.



DRAINAGE NOTES			
NO	DESCRIPTION	QTY	UNIT
①	GRADING FOR DRAINAGE	1	LS
②	FLUMED RIPRAP (BAGS) PER MAG SPEC SECTION 20 AND 703, THICKNESS 1", WITH GEOSYNTHETIC FABRIC PER MAG SPEC SECTION 20 AND 703, WITH ONE FOOT TURNDOWN AROUND DOG.	6	SY



MILLER ROAD

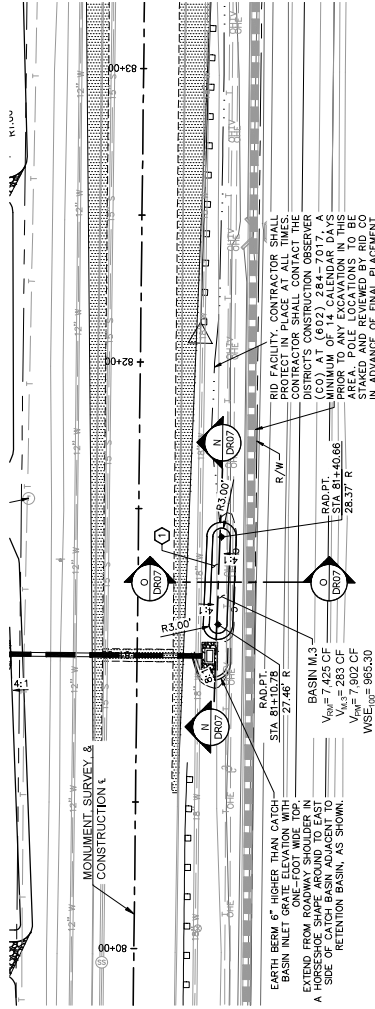


PORT NAME MILLER ROAD AT BROADWAY ROAD INTERSECTION IMPROVEMENTS		4th Submittal	
TRAFFIC ENGINEER INFORMATION SOUTHWEST TRAFFIC ENGINEERING, INC. 1000 N. GILBERT AVENUE, SUITE 100 MESA, AZ 85201-4000 (480) 944-1177 WWW.STE-INC.COM		4th Submittal	
CIVIL ENGINEER INFORMATION RPA RICHARD J. POWELL LICENSED PROFESSIONAL ENGINEER LICENSE NO. 1177 WWW.RPA-ENGINEERING.COM		4th Submittal	
COMPERMENTS APPROVED SEAL		APPROVED 03/31/2021 CITY OF BUCKEYE ENGINEERING	
AS-BUILT SEAL		DESIGN SEAL	
ORIGINAL DATE 12-12-2018		DATE 12/03/2020	
PROJECT NUMBER -		SHEET NUMBER DR03	
COB PLAN TRACKING # ENGCP-20-10028		COB PLAN TRACKING # 22 of 42	

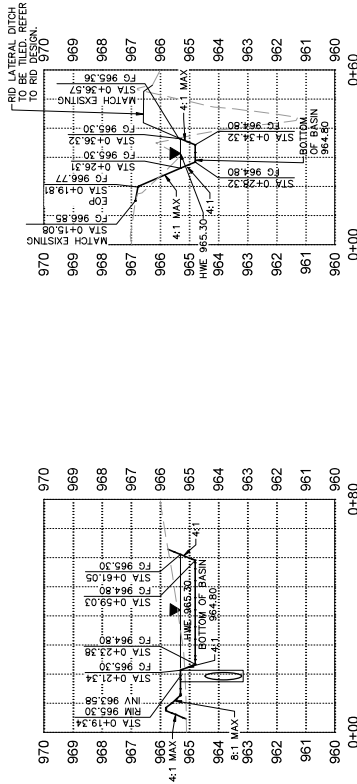
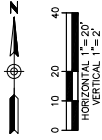


Use or alteration of this information in any instrument for other than the specific purpose for which it was intended and for other than the client for which it was prepared is forbidden unless expressly permitted in writing in advance by SOUTHWEST TRAFFIC ENGINEERING, SOUTHWEST TRAFFIC ENGINEERING, SOUTHWEST TRAFFIC ENGINEERING and have no liability to any use of this information without their written consent.

DRAINAGE NOTES		
NO	DESCRIPTION	QTY UNIT
1	GRADING FOR DRAINAGE	1 LS



MILLER ROAD

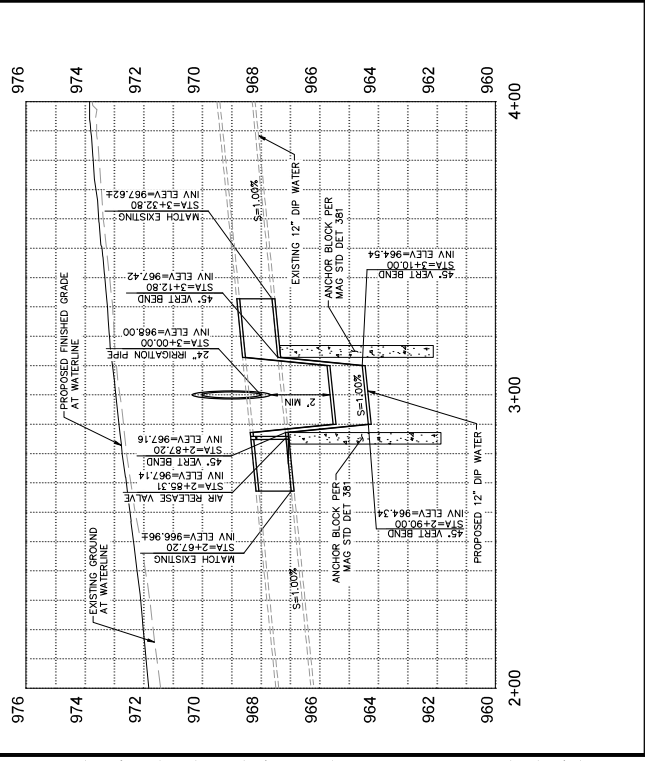
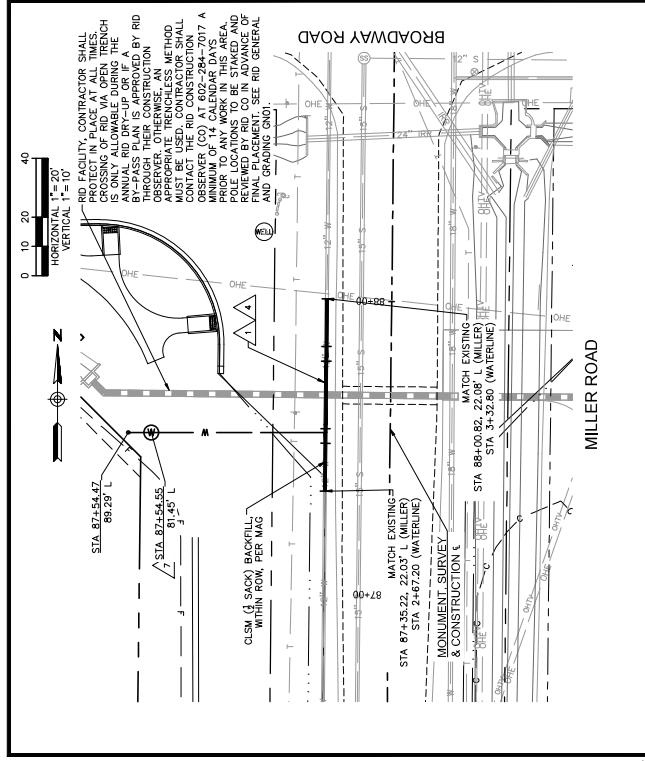
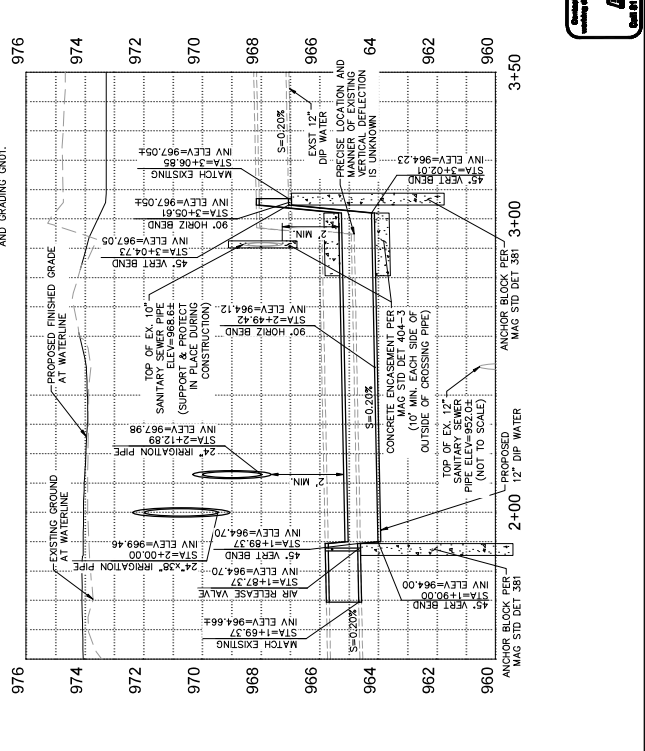
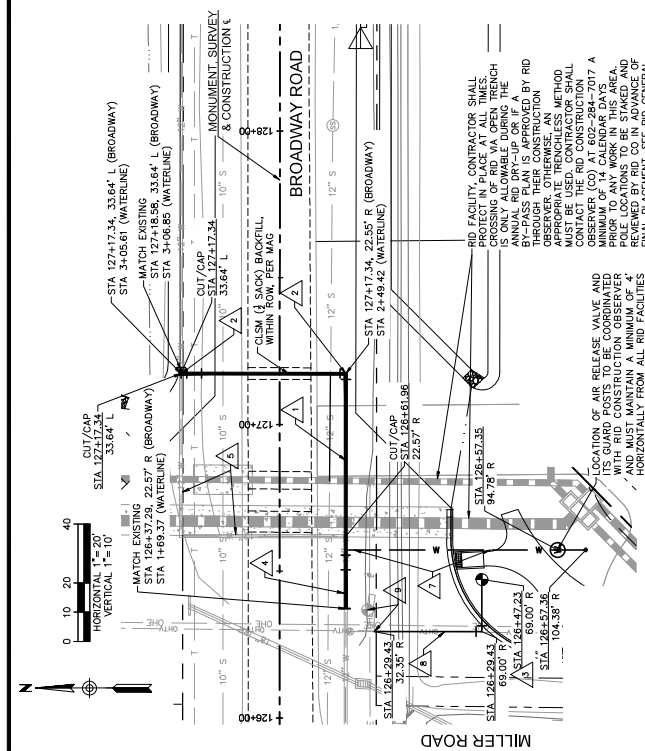


PROJECT NAME MILLER ROAD AT BROADWAY ROAD INTERSECTION IMPROVEMENTS	
TRAFFIC ENGINEER INFORMATION SOUTHWEST TRAFFIC ENGINEERING, LLC 1000 N. GAVIN AVENUE, SUITE 110 DENVER, CO 80202 (303) 733-1100 WWW.STE-ENGINEERING.COM	4th Submittal
CITY ENGINEER INFORMATION RPA RICHARD J. POWELL & Associates 605 1/2 S. W. 177 MIAMI, FL 33135 WWW.RPAENGINEERING.COM	4th Submittal
DESIGNER INFORMATION CITY OF BUCKEYE ENGINEERING	DESIGNER INFORMATION CITY OF BUCKEYE ENGINEERING
DESIGNER SEAL [Signature] [Stamp: RPA, Professional Engineer, No. 12345, State of Florida]	DESIGNER SEAL [Signature] [Stamp: RPA, Professional Engineer, No. 12345, State of Florida]
CONTRACT INFORMATION PROJECT NUMBER: 12-12-2018 SHEET NUMBER: 26 of 42	CONTRACT INFORMATION PROJECT NUMBER: 12-12-2018 SHEET NUMBER: 26 of 42



Use or alteration of this information in this instrument for other than the specific purpose for which it was intended and for other than the client for which it was prepared is forbidden unless expressly permitted in writing in advance by SOUTHWEST TRAFFIC ENGINEERING, SOUTHWEST TRAFFIC ENGINEERING and have no liability to any use of this information without their written consent.

WATER NOTES			
NO	DESCRIPTION	QTY	UNIT
1	12" CLASS 300 RCV WRAPPED DUCTILE IRON PIPE VERTICAL ALIGNMENT PER COB STD DET 3325 W/ WATER MAIN SHIELD DET 3380. SEE DETAILS 4 AND 5 FOR SHIELD DETAIL.	206	LF
2	INSTALL 90 DEGREE HORIZONTAL BEND WITH THRUST BLOCK PER MAG STD DET 3340, 3412 & 3414.	2	EA
3	PIPE HYDRANT ASSEMBLY PER MAG STD DET 3400 & 3414.	1	EA
4	REMOVE AND PROPERLY DISPOSE EXISTING WATERLINE.	94	LF
5	CUT AND ABANDON EXISTING WATERLINE IN PLACE. GROUT FILL ALL Voids AND PLUG PER MAG STD DET 427.	112	LF
6	AIR RELEASE VALVE ASSEMBLY INCLUDING PLUG PER MAG STD DET 31360.2.	2	EA
7	6" CLASS 350 POLY-WRAPPED (MECHANICALLY RESTRAINED) ALL (MFR) WITH 10' MINIMUM COVER PER COB STD DET 31360 (MIN 4' COVER).	55	LF
8	REMOVE EXISTING FIRE HYDRANT ASSEMBLY AND WATER LINE TO POINT OF HYDRANT AND PROVIDE TO CITY.	1	EA



NOTE:

1. AIR RELEASE VALVE SADDLE LOCATION IS PER BEST AVAILABLE INFORMATION. CONTRACTOR SHALL VERIFY LOCATION OF SADDLE POINT IN WATERLINE RE-ALIGNMENT.

TRAFFIC ENGINEER INFORMATION

STYL ENGINEERING INC.

10000 RIVERCHURCH DRIVE, SUITE 100
DALLAS, TEXAS 75244
(214) 343-1177
WWW.STYLENG.COM

4th Submittal

APPROVED

03/31/2021

CITY OF DALLAS
ENGINEERING

DESIGN SEAL

AS-BUILT SEAL

COB PLAN TRACKING #

ENGCHP-20-10028

DATE: 12/12/2020

SHEET NUMBER: 27 of 42



1. THE TRAFFIC SIGNAL DESIGN, CONSTRUCTION, AND PAVEMENT MARKING SHALL CONFORM TO THE CITY OF BUCKEYE TRAFFIC SIGNAL MANUAL, LATEST EDITION, ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) STANDARD SPECIFICATIONS FOR TRAFFIC SIGNALS, LATEST EDITION, AND MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) STANDARD PRACTICES, LATEST EDITION, AS APPROPRIATE.
2. THE CONTRACTOR SHALL OBTAIN ALL PERMITS PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL COORDINATE WITH THE POWER COMPANY FOR ANY DE-ENERGIZING OF EXISTING FACILITIES PRIOR TO REMOVAL OF THE FACILITY.
4. ANY WORK PERFORMED WITHOUT THE APPROVAL OF THE CITY ENGINEER AND/OR ALL WORK AND MATERIAL NOT IN CONFORMANCE WITH THE SPECIFICATIONS IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.

8. PRIOR TO TRAFFIC SIGNAL ACTIVATION THE CONTRACTOR SHALL RUN THE TRAFFIC SIGNAL ON ALL PHASES WITH A CITY TECHNICIAN PRESENT. DURING THIS EVALUATION AN OFF DUTY UNIFORMED OFFICER SHALL BE PRESENT IN THE EVENT OF COMPLICATIONS.
9. THE CONTRACTOR SHALL BE ADVISED, SCHEDULE 40 PNC, AND CONFORM TO ADOT STANDARDS SPEC 732-3.01 AND ADOT 17B55 AND 2.6467.
10. SOLVENT WELDED FITTINGS SHALL BE ASSEMBLED USING THE APPROPRIATE FRAMES AND SOLVENTS DESIGNED BY THE MANUFACTURER FOR USE WITH SCHEDULE 40 PIPING AND FITTINGS.
11. THE CONTRACTOR SHALL INSTALL CONDUIT PRIOR TO PLACING PAVEMENT FOR NEW CONSTRUCTION. FOR EXISTING CONSTRUCTION, THE CONTRACTOR SHALL INSTALL CONDUIT AFTER PAVING THE DRIVEWAY AND SIDEWALKS. ALL CONDUIT OPEN CUT TRANCHES THE CONTRACTOR SHALL BACKFILL AND PATCH PER THE CITY OF BUCKEYE PAVING NOTES.
12. ALL CONDUIT RELATED WORK SHALL COMPLY WITH SECTION 732-3.01 OF THE ADOT STANDARD SPECIFICATIONS.
13. ALL NEW RED, YELLOW, AND GREEN TRAFFIC SIGNAL INDICATORS, INCLUDING FLOODSTAIN INDICATORS, SHALL CONFORM TO LED TECHNOLOGY PER CITY OF BUCKEYE SPECIFICATIONS.
14. ALL VEHICLE DETECTION CABLES SHALL BE UNBURIED FROM CONTROLLER CABINET TO DETECTION DEVICE.
15. A NEW TYPE 23 ECONOLITE CABLE CONTROLLER WITH AN EAGE CABLE TWO TIES/TERMINAL, ALL SYSTEMS SHALL CONFORM TO THE CITY OF BUCKEYE SPECIFICATIONS.
16. THE CONTRACTOR SHALL PROVIDE THE CITY OF BUCKEYE WITH THE NECESSARY INFORMATION NECESSARY FOR ASSEMBLING AND TESTING THE CONTROLLER SHALL BE DELIVERED TO THE CITY PRIOR TO INSTALLATION. THE CITY SHALL VERIFY THE INSTALL, PROGRAMMING AND TEST THE CONTROLLER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PICK UP AND INSTALL THE CABINET AND NOTIFY CITY SEVENTY-FOUR HOURS PRIOR TO INSTALLATION OF CABINET.

IN THE FIRST DRAWING, THE PINS SHALL BE APPROVED BY THE TESTING SIGNAL TECHNICIAN AND EACH CONNECTION SHALL HAVE ALL PINS BROUGHT TO CABINET TIE POINTS. CONTROLLER CABINET WIRING SHALL BE PER CITY OF BUCKEYE COLOR CODING STANDARDS.

F. SIGNAL FOUNDATIONS - FOUNDATIONS SHALL BE DESIGNED COMPLETELY AND THOROUGHLY, THE HOLES SHALL BE BACKFILLED AND COMPACTED PER ME SPEC 601.

ITEMS TO BE RECOGNIZED SHALL BE DONE IN SUCH A WAY THAT DOES NOT DAMAGE THEM. ANY ITEMS DAMAGED SHALL BE REPAIRED TO ORIGINAL CONDITION. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL ITEMS BY SEEING STRIP PLANS FOR ACTUAL LAIE DIMENSIONS, STOP BAR, AND CROSSWALK LOCATIONS. VERIFY ALL LOCATIONS WITH THE INSPECTOR PRIOR TO INSTALLATION.

THE CONTRACTOR SHALL FIELD VERIFY ALL POLE FOUNDATION LOCATIONS WITH THE ENGINEER PRIOR TO ANY CONSTRUCTION ACTIVITIES.

ALL POLE FOUNDATIONS SHALL BE INSPECTED BY THE CITY OF BUCKHORN PRIOR TO PLACEMENT OF CONCRETE. ALL OPEN EXCAVATIONS SHALL BE COVERED AT THE END OF EACH SHIFT IN A MANNER APPROVED BY THE ENGINEER.

ONCE COMPLETION OF THE FOUNDATION, CONCRETE SHALL BE PLACED WITHIN 24 HOURS.

THE FOUNDATION SHALL BE THE SAME AS ADJACENT BAY OF SUBMERG RAMP OR BACK OF CURB FINISH ELEVATIONS.

ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE PROVISIONS OF ME STANDARD SPECIFICATIONS AND DETAILS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING HEIGHT OF SIGNAL MAST AWM IS A NOMINAL TWENTY ONE (21) FEET ABOVE FINISH GRADE.

- Figure 1**

CITY OF BUCKEYE BUILDING DEPARTMENT SHALL; BE NOTIFIED 24 HOURS IN ADVANCE OF ANY ON-SITE OR OFF

NEW AND USED SIGNAL CONDUITS SHALL BE COME WITH CITY OF BUCKEYE SIGNAL TECHNICIAN PRESENT.
RING OUT & LAMINATE DOWN IN SHALL BE DONE WITH CITY OF BUCKEYE SIGNAL TECHNICIAN PRESENT.
ALL CONDUITS RINGS SHALL BE STRAIGHT FROM PULL BOX TO PULL BOX, OR PULL BOX TO POLE ONLY TWO (2)
NO CONDUITS SWEEPS ALLOWED PLUS NORMAL DEFLECTION.
PULLING CABLE OVER CABLE SHALL NOT BE ALLOWED FROM POLE TO PULL BOX IN THE SAME FACING.
CITY OF BUCKEYE SIGNAL TECHNICIAN SHALL ALIGN POLES PRIOR TO CONCRETE PLACEMENT.
AFTER STANDARDS AND DETAILS WILL BE FOLLOWED.
A BIRMINGHAM JOINT SHALL BE PROVIDED BETWEEN THE SIDEWALK AND FOUNDATIONS FOR ALL WAST ARM POLES

- Figure 1**

CITY OF BUCKEYE BUILDING DEPARTMENT SHALL; BE NOTIFIED 24 HOURS IN ADVANCE OF ANY ON-SITE OR OFF

THE TERM "DISTRICT" IN THESE NOTES AND PLANS SHALL REFER TO THE ROOSEVELT IRRIGATION DISTRICT.

THE DISTRICT CONSTRUCTION OBSERVER MUST APPROVE THE SCHEDULING OF ALL CONSTRUCTION ACTIVITIES WITHIN THE DISTRICT RIGHT-OF-WAY OR EASEMENT. THE DISTRICT MAY REQUIRE THAT SOME OR ALL OF THE CONSTRUCTION FOR THE PROJECT BE COMPLETED DURING A SCHEDULED DRY-UP OF THE MAIN CANAL.

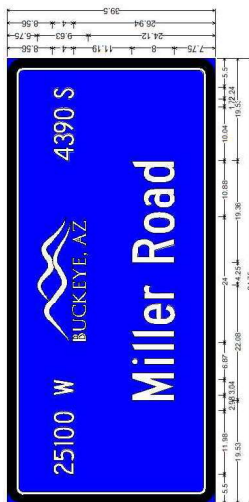
ALL CONSTRUCTION PLANS AFFECTING DISTRICT FACILITIES MUST BE REVIEWED AND APPROVED BY THE DISTRICT CONSTRUCTION OBSERVER PRIOR TO COMMENCEMENT OF CONSTRUCTION.

- a. UTILITY RUNS PARALLEL
b. UTILITY CROSSES PERPENDICULAR
c. ABOVE GROUND UTILITY

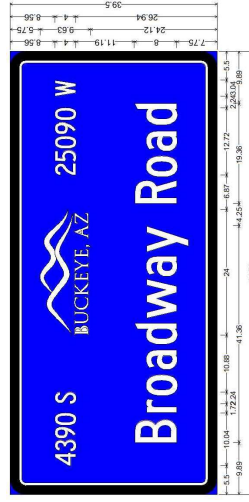
ALL NEW STREET LIGHT & TRAFFIC SIGNAL CONSTRUCTION TO BE STAKED IN ADVANCE AND THE RID CONSTRUCTION OBSERVER TO VERIFY FOR COMPLIANCE WITH MINIMUM CLEARANCES TO RID FACILITIES.

[illegible]

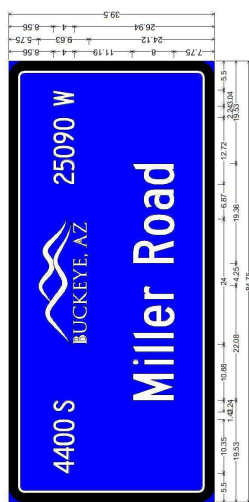




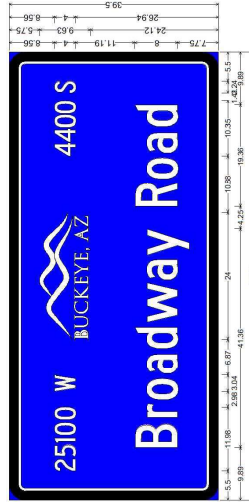
3.50" Inner border White, 3.00" Radius, 1.75" Outer border Black on Blue;
2.5150 W" White C 2K speckled length; 4.390 5" White C 2K speckled length; "Miller" White C 2K; "Road" White C 2K



0.50" Inner border White, 3.00" Radius, 1.75" Outer border, Black on Blue;
"4900 S" White C 2K specified length: "25090 W" White C 2K specified length: "Broadview" White C 2K; "Road" White C 2K;

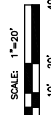


0.50" Inner border White, 3.00" Radius, 1.75" Outer border, Black on Blue;
4400 S" White C 2K specified length: "25090 W" White C 2K specified length: "Miller" White C 2K; "Road" White C 2K



0.50" Inner border White, 3.00" Radius, 1.75" Outer border, Black on Blue;

Use or circulation of the information in this instrument for other than the specific purpose for which it was prepared is forbidden unless expressly permitted in writing in advance by SOUTHWEST TRAFFIC ENGINEERING. SOUTHWEST TRAFFIC ENGINEERING shall have no liability to any use of this information without their written consent.



any use of this information without their written consent.

356

LEGEND

1	REMOVE EXISTING PEDESTRIAN PUSH BUTTON POLE.
2	INSTALL NEW PEDESTRIAN PUSH BUTTON ON EXISTING TYPE A POLE.
3	ABANDON EXISTING CONDUIT.
4	INSTALL NEW 2" CONDUIT FROM PULL BOX TO TRAFFIC SIGNAL HEAD.
5	INSTALL NEW PEDESTRIAN PUSH BUTTON POLE.
6	INSTALL NEW TYPE "A" TRAFFIC SIGNAL POLE WITH PUSH BUTTON AND TYPE "B" TRAFFIC SIGNAL HEAD.
7	REMOVE AND REPLACE TYPE "C2" TRAFFIC SIGNAL HEAD WITH TYPE "A" TRAFFIC SIGNAL HEAD.
8	REMOVE AND REPLACE TRAFFIC SIGNAL HEAD.
9	INSTALL NEW TYPE "B" PULL BOX, SWEEP EXISTING CONDUIT, AND INSTALL NEW TRAFFIC SIGNAL HEAD.

11 APS POWER PER APS PLANS WA483082.

ROOSEVELT IRRIGATION DISTRICT FACILITY (RID). CONTRACTOR SHALL PROTECT IN PLACE AT ALL TIMES. CROSSING UTILITY MUST BE DONE DURING THE ANNUAL RUD DRY-UP. AN APPROPRIATE TRENCHLESS METHOD MAY BE USED IF APPROVED BY RID THROUGH THEIR CONSTRUCTION OBSERVER. CONTRACTOR SHALL CONTACT THE DISTRICT'S CONSTRUCTION OFFICER PRIOR TO ANY WORK IN THIS CALENDAR YEAR PRIOR TO ANY WORK IN THIS AREA. SEE § 35.02 GENERAL AND GRADING NOTES SHEET 29 & 35.0F 42.

2. ALL CONDUIT RUNS SHALL BE STRAIGHT.

PROPOSED PHASING SEQUENCE SCHEMATIC

CAUTION
UNDERGROUND UTILITIES

NOTE TO CONTRACTOR:
SOUTHWEST TRAFFIC ENGINEERING, LLC,
CERTIFIED HAS ENDEAVORED TO PROVIDE
ACCURATE UTILITY INFORMATION BASED
ON THE MOST CURRENT DATA
AVAILABLE. THE CONTRACTOR SHALL
FIELD VERIFY THE LOCATION OF
UNDERGROUND UTILITIES SHOWN OR
NOT SHOWN ON THESE PLANS WITH
RESPECT TO LINE AND GRADE PRIOR
TO CONSTRUCTION.

PLAN NAME MILLER ROAD AT BROADWAY ROAD INTERSECTION IMPROVEMENTS	 2000 W. Broadway Road, Suite 110 Buckeye, AZ 85326 (602) 858-2000 www.buckeyeaz.gov	TRAFFIC ENGINEER INFORMATION INTSCH-POWERLL IRPA & Associates 10000 W. McDowell Ave. Suite 100 Phoenix, AZ 85037 (602) 998-8800 www.intsch-powerll.com	CIVIL ENGINEER INFORMATION IRPA & Associates 10000 W. McDowell Ave. Suite 100 Phoenix, AZ 85037 (602) 998-8800 www.intsch-powerll.com	COB PERMITTING APPROVED SEAL	COB ENGINEERING APPROVED SEAL	03/31/2021 CITY OF BUCKEYE ENGINEERING	SUBMITTAL
				COB PERMITTING APPROVED SEAL	COB ENGINEERING APPROVED SEAL	03/31/2021 CITY OF BUCKEYE ENGINEERING	SUBMITTAL
				ASURST SEAL	DESIGN SEAL	 ORIGINAL PLAN DATE 12-12-2018 PROJECT NUMBER -	COB PLAN TRACKING # ENG-18-00681
						SHEET NUMBER T304	COB PLAN TRACKING # ENG-18-00681

CITY OF BUCKEYE SIGNING AND MARKING NOTES**

1. THE CITY ENGINEER'S OFFICE SHALL BE NOTIFIED 48 HOURS PRIOR TO STARTING ANY SIGNING OR STRIPING WORK.
2. PERMANENT THERMOPLASTIC STRIPING SHALL NOT BE PLACED ANY EARLIER THAN 30 DAYS AFTER THE PERMANENT PAVEMENT HAS BEEN PLACED. A TEMPORARY PAINT SHALL BE USED AS AN INTERIM STRIPING. IF TEMPORARY PAINT IS USED, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE TEMPORARY STRIPING UNTIL THE PERMANENT THERMOPLASTIC HAS BEEN PLACED.
3. UNLESS OTHERWISE SPECIFIED, ALL PAVEMENT MARKING AND TRAFFIC CONTROL SIGNING INSTALLATIONS AND REMOVALS SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF BUCKEYE AND AS SET FORTH IN THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) STANDARD DRAWINGS, DETAILS AND SPECIFICATIONS OR THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) LATEST EDITION, OR AASHTO REQUIREMENTS, AS APPLICABLE. SIGN REQUIREMENTS, GUIDELINES AND WARRANTS SHALL BE IN ACCORDANCE WITH THE MUTCD MOST CURRENT EDITION.
4. PRIOR TO PAVEMENT MARKING INSTALLATION THE CONTRACTOR SHALL SUBMIT MATERIAL CERTIFICATIONS WITH MATERIAL SUBMITTALS FOR ALL MARKING MATERIALS CERTIFYING THROUGH SUPPLIER LAB ANALYSIS THAT ALL PAINT AND THERMOPLASTICS ARE FREE FROM ANY LEAD BASED MATERIALS/COMPONENTS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LAYOUT AND INSTALLATION OF THE PERMANENT PAVEMENT MARKINGS FOLLOWING CONTROL POINTS THAT HAVE BEEN SET NO MORE THAN 50 FEET APART ALONG THE LINES TO BE STRIPED. PAVEMENT MARKING DIMENSIONS ARE TO CENTER OF THE STRIPE FOR SINGLE LINE STRIPING, AND TO THE CENTER OF THE SPACE BETWEEN THE TWO LINES FOR DOUBLE LINE STRIPING. WHERE CURB AND GUTTER IS PRESENT, DIMENSIONS ARE TO BACK OF CURB.
6. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER'S OFFICE FOR FIELD REVIEW OF LAYOUT PRIOR TO ANY STRIPING OR MARKINGS OF ANY KIND. ANY STRIPING COMPLETE PRIOR TO CITY ENGINEER'S OFFICE REVIEW MAY BE SUBJECT TO REMOVAL, RE-LAYOUT AND RESTRIPING AT THE CONTRACTOR'S EXPENSE.
7. THE PAVEMENT MARKING DRAWINGS ARE SCHEMATIC ONLY AND NOT TO SCALE. THE CONTRACTOR SHALL FOLLOW ALL DIMENSIONS, NOTES, DETAILS AND STANDARDS WHEN INSTALLING PAVEMENT STRIPING, MARKINGS AND MARKERS.
8. TEMPORARY TRAFFIC CONTROL SHALL CONFORM TO THE CITY OF PHOENIX "TRAFFIC BARRICADE MANUAL". THE MUTCD AND/OR AS DIRECTED BY THE CITY.
9. UNLESS OTHERWISE DIRECTED, ALL FINAL LOCATION LANE STRIPING INCLUDING CROSSWALKS AND STOP BARS SHALL BE THERMOPLASTIC MATERIAL APPLIED AT A MINIMUM THICKNESS OF 60 MILS FOR LANE STRIPING AND 90 MILS FOR CROSSWALKS AND STOP BARS. ALL PAVEMENT SYMBOLS, ARROWS, AND LETTERING SHALL BE THERMOPLASTIC, TYPE 1 (PERMANENT) PREFORMED PAVEMENT MARKINGS. COLD TAPE MAY BE ALLOWED SUBJECT TO WRITTEN REQUEST BY THE CONTRACTOR AND APPROVAL BY THE CITY ENGINEER. TEMPORARY PAVEMENT MARKINGS SHALL BE REFLECTORIZED BY TRAFFIC PAINT. TEMPORARY STRIPING OR HALF-STREET ROADWAY STRIPING SHALL BE PAINT.
10. ALL SIGNS SHALL CONFORM TO THE MUTCD AND SHALL BE MADE FROM 0.080 INCH THICK ALUMINUM. SIGN POSTS AND EXTENSIONS SHALL BE GALVANIZED SQUARE PREFORMED STEEL TUBING PER CITY STANDARDS. HEIGHT REQUIREMENTS PER THE MUTCD.
11. ALL TRAFFIC CONTROL SIGN FACES SHALL BE CONSTRUCTED TO THE CITY OF BUCKEYE PERFORMANCE SPECIFICATIONS.
12. ALL SIGNS SHALL HAVE A MINIMUM CLEARANCE FROM THE EDGE OF SIGN TO THE FACE OF THE CURB OF AT LEAST TWO (2) FEET; OR IF NO CURB EXISTS, IT SHALL BE AT LEAST TWELVE (12) FEET FROM THE EDGE OF THE PAVEMENT. ALL SIGNS SHALL BE PLACED SO AS NOT TO INTERFERE WITH PEDESTRIAN MOVEMENT.
13. ANY TRAFFIC CONTROL SIGNAGE, INCLUDING STREET NAME SIGNS, WHICH MAY BE LOCATED WITHIN 10 FEET OF AN EXISTING STREET LIGHT POLE, MAY BE MOUNTED TO THE POLE BY STAINLESS STEEL BANDING WITH APPROVAL FROM THE CITY. SIGN LOCATIONS AND OFFSETS MAY BE ADJUSTED BY THE CITY TO IMPROVE VISIBILITY.
14. ALL RAISED PAVEMENT MARKERS SHALL BE INSTALLED IN ACCORDANCE WITH ADOT STANDARD DRAWINGS M-19. TWO-WAY TYPE M RAISED PAVEMENT MARKERS SHALL BE INSTALLED ADJACENT TO FIRE HYDRANTS PER CITY STANDARDS.
15. ANY EXISTING SIGN THAT IS REQUIRED TO BE RELOCATED BY THE CONTRACTOR SHALL BE REMOVED, PROTECTED AND STORED FOR REINSTALLATION BY THE CONTRACTOR. DAMAGED SIGNAGE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. ANY EXISTING SIGNS REQUIRED TO BE PERMANENTLY REMOVED BY THE CONTRACTOR SHALL BE SALVAGED FOR RETURN TO THE CITY.
16. THE CONTRACTOR SHALL REMOVE ALL EXISTING PAVEMENT MARKING AND STRIPING IN CONFLICT WITH THE FINAL STRIPING PLAN BY ULTRA HIGH PRESSURE WATER (3600PSI) OR BY SAND BLASTING. ALL REMOVAL METHODS SHALL BE DONE IN CONFORMANCE WITH EPA REQUIREMENTS. PAVEMENT SCARRING SHALL BE SUBSEQUENTLY REPAIRED WITH AN APPROPRIATE ASPHALT EMULSION, SLURRY SEAL OR MICRO PAVING APPROVED BY THE CITY ENGINEER.
17. THE CONTRACTOR SHALL CLEAN THE ROADWAY SURFACE TO THE SATISFACTION OF THE CITY BY POWER BROOM, STREET SWEEPING, AIR JET BLOWING AND/OR WATER JET/TRUCK PRIOR TO PLACEMENT OF ALL PAVEMENT MARKINGS. THE ROAD PAVEMENT SURFACE SHALL BE ABSOLUTELY DRY. THE AIR AND PAVEMENT TEMPERATURES SHALL NOT BE LESS THAN 55 DEGREES F AND 61 DEGREES F FOR THE PLACEMENT OF THERMOPLASTIC MARKING TYPE 1 MARKING TAPE. RESPECTIVELY. TEMPERATURE VALUES SHALL BE CONSIDERED RISING AND TAKEN WITHIN THE SHADE.
18. STREET NAME SIGNS LOCATED AT ALL COLLECTOR AND ARTERIAL INTERSECTIONS SHALL HAVE BLOCK NUMBERS. BLOCK NUMBERS SHALL BE INSTALLED BY THE CITY ENGINEER'S OFFICE. DETAILING BLOCK NUMBERS SHALL BE INSTALLED PER CITY REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE MATERIAL CUT SHEETS OF THE SIGN PANELS FOR REVIEW BY THE CITY ENGINEER'S OFFICE PRIOR TO INSTALLATION.

** THE INFORMATION ON THIS SHEET SHOWS THE CURRENT CITY OF BUCKEYE SIGNING AND MARKING NOTES AS OF 31 DECEMBER 2012. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT THIS INFORMATION IS CURRENT AT THE TIME OF CONSTRUCTION, AND IF IT IS NOT, TO OBTAIN THE MOST CURRENT VERSION FROM THE CITY'S WEBSITE (WWW.BUCKEYEAZ.COM).

ROOSEVELT IRRIGATION DISTRICT GRADING NOTES:

1. THE CONTRACTOR SHALL PROVIDE SMOOTHLY AND EVENLY GRADED FINISHED GROUND SURFACES ABOUT ALL DISTRICT FACILITIES WITHIN THE PROJECT AREA AND BLEND SMOOTHLY INTO EXISTING GRADES.
2. THE CONTRACTOR SHALL IMPORT ADDITIONAL FILL MATERIAL OR EXPORT EXCESS CUT MATERIAL AS REQUIRED TO PROVIDE SATISFACTORY FINISHED GRADING ABOUT DISTRICT FACILITIES AS INDICATED ON THE APPROVED PLANS OR AS DIRECTED BY THE DISTRICT CONSTRUCTION OBSERVER.
3. FINISHED SURFACES SHALL BE GRADED TO DIRECT DRAINAGE AWAY FROM DISTRICT FACILITIES.
4. O&M ROADS ADJACENT TO CANAL PRISM SHALL BE CONSTRUCTED WITH A MINIMUM ELEVATION 6" ABOVE ADJACENT FIELDS AND A 2% CROSS SLOPE AWAY FROM CANAL PRISM AREA UNLESS OTHERWISE NOTED.

ROOSEVELT IRRIGATION DISTRICT LANDSCAPE NOTES:

1. CONTRACTOR/INSTALLER TO MARK A NO-TREE ZONE — AT 50' INTERVALS, WHICH WILL INCLUDE THE CENTERLINE OF RID PIPE AND A XX' OFFSET BOTH SIDES OF RID PIPE. ALL PLANTINGS WITHIN THIS ZONE TO BE CONFIRMED TO MATCH PLANS PRIOR TO INSTALLATION.
2. PLANT IDENTIFICATION TAGS FOR ALL PLANTINGS WITHIN NO-TREE ZONE TO REMAIN ON PLANTS UNTIL RID CONSTRUCTION OBSERVER HAS CONFIRMED AND ACCEPTED PLANTING LOCATION.
3. ANY PLANTINGS NOT SPECIFICALLY INDICATED IN APPROVED LANDSCAPE PLANS CANNOT BE SUBSTITUTED WITHOUT RID REVIEW AND WRITTEN CONSENT.

ROOSEVELT IRRIGATION DISTRICT SIGNAGE & STRIPING NOTES:

1. ALL NEW SIGNAGE CONSTRUCTION TO BE STAKED IN ADVANCE AND THE RID CONSTRUCTION OBSERVER TO VERIFY FOR COMPLIANCE WITH MINIMUM CLEARANCES TO RID FACILITIES.

STRIPING LEGEND

		4\" data-bbox="560 262 600 425"/>
		4\" data-bbox="620 305 640 425"/>
		4\" data-bbox="670 330 690 425"/>
		6\" data-bbox="720 315 740 425"/>
		8\" data-bbox="770 315 790 425"/>
		12\" data-bbox="820 355 840 425"/>
		18\" data-bbox="870 355 890 425"/>

SIGNING AND MARKING GENERAL NOTES
MILLER ROAD AT BROADWAY ROAD
INTERSECTION IMPROVEMENTS

PLAN NAME MILLER ROAD AT BROADWAY ROAD INTERSECTION IMPROVEMENTS	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
TRAFFIC ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING 03/31/2021 APPROVED	DESIGNER SEAL CITY OF BUCKEYE ENGINEERING
CIVIL ENGINEER INFORMATION RPA & Associates 1000 N. GILBERT AVE. SUITE 100 MESA, AZ 85204 PH: 480-980-1177 WWW.RPA-AND-ASSOCIATES.COM	CITY OF BUCKEYE ENGINEERING	

PLAN NAME SIGN SUMMARY TABLE – REMOVAL MILLER ROAD AT BROADWAY ROAD INTERSECTION IMPROVEMENTS		4th Submittal	
TRAFFIC ENGINEER INFORMATION CIVIL ENGINEER INFORMATION CS ENGINEERING 1400-177 WWW.RPA-ENG.COM CS ENGINEERING APPROVED SEAL 03/31/2021 CITY OF BUCKEYE ENGINEERING		DESIGN SEAL DESIGN SEAL	
ORIGINAL PLAN DATE 12-12-2018		LATEST REVISION DATE 1/23/2020	
PERMIT #		PLAN TRACKING # ENG-18-00681	

PLANT NAME
SIGN SUMMARY TABLE – REMOVAL MILLER ROAD AT BROADWAY ROAD MILLER ROAD AT BROADWAY ROAD INTERSECTION IMPROVEMENTS

TRAFFIC ENGINEER INFORMATION SWITE TRAFFIC ENGINEERS, LLC 10000 N. 10th Ave. 3rd Fl. Phoenix, AZ 85020 Tel: 602.998.1177 Fax: 602.998.1175 www.swite.com		4th Submittal	
CIVIL ENGINEER INFORMATION INTODUC-Powell & Associates 100.000-1177 www.intoduc.com IRPA		COB ENGINEERING APPROVED SEAL APPROVED 03/31/2021 CITY OF BUICKSEE ENGINEERING	
COB PERMITTING APPROVED SEAL		DESIGN SEAL	
ORIGINAL PLAN DATE 12-12-2018		ENG-18-00681	
PROJECT NUMBER		COB PLAY TRACKING #	
SHEET NUMBER		COB PERMIT #	
DATE 6-26-21		COB PLAY TRACKING #	
LATEST REVISION DATE 1/3/2020		COB PERMIT #	
36 of 42		COB PERMIT #	



Customer Arizona 811 or 800-800-8000
working days before your dig date
Call 811 or 800-800-8000

010

MILLER ROAD AT BROADWAY ROAD
INTERSECTION IMPROVEMENTS

BASIC ENGINEER INFORMATION

SWTE
SOUTHWEST TRAFFIC ENGINEERS, LLC
3838 N. Central Ave., Suite 1810
Phoenix, AZ 85012
Tel: 602.268.5875 Fax: 602.268.5876

RTTUCH-POWELL
& Associates
902-353-1177
NANAY, MISSISSAUGA, ONT.

OS PERMITTING APPROVED SEAL	COB ENGINEERING APPROVED SEAL
--------------------------------	----------------------------------

APPROVED

03/31/2021

CITY OF BUCKINGHAM

ENGINEERING

DESIGN SEAL	DESIGN SEAL
-------------	-------------



66770
CEPH 111017Z 10

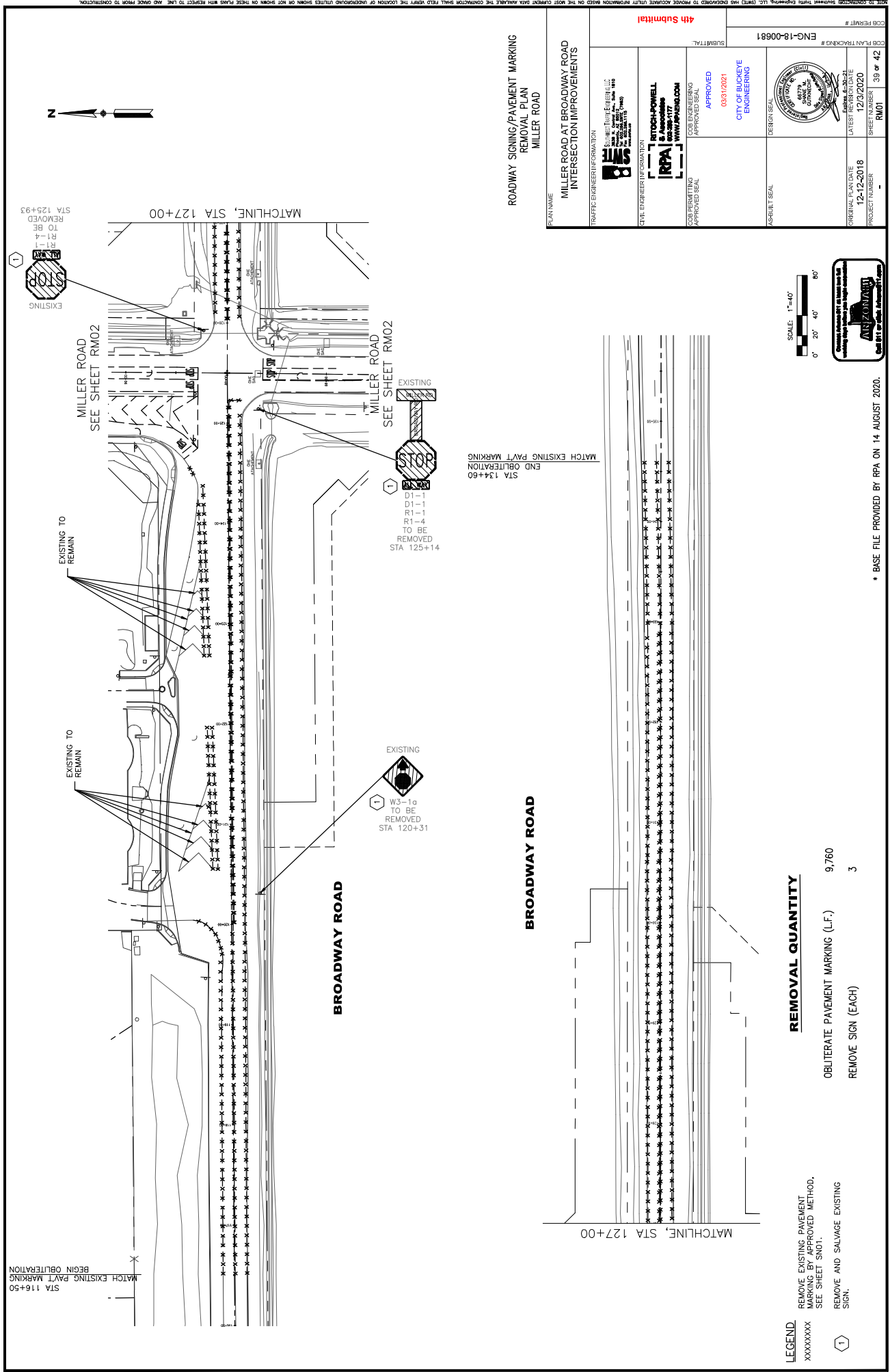
SHANE M.
GUTKNECHT

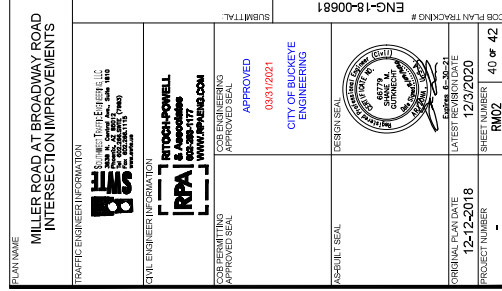
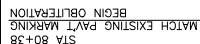


ORIGINAL PLAN DATE	LATEST REVISION DATE
10/10/00	10/10/00

PROJECT NUMBER	12/J/202
SHEET NUMBER	

3	SS03	-
---	------	---





* BASE FILE PROVIDED BY RPA ON 14 AUGUST 2020.

no alteration of the information in this instrument for other than the specific purpose for which it was prepared is forbidden unless expressly permitted in writing in advance by SOUTHWEST TRAFFIC ENGINEERING. SOUTHWEST TRAFFIC ENGINEERING shall have no liability to any use of this information without their written consent.

TABLE OF CONTENTS

1.0	INTRODUCTION.....	2
1.1	Purpose	2
1.2	Project Location	2
2.0	EXISTING DRAINAGE.....	3
2.1	Existing Conditions.....	3
2.2	FEMA Floodplain Information.....	4
3.0	HYDROLOGY	4
3.1	Onsite Hydrology.....	4
3.2	Offsite Hydrology	5
4.0	CONCLUSIONS.....	5
5.0	REFERENCES.....	6

TABLES

Table 1:	Runoff Storage Volumes for Broadway Road Intersection.....	4
-----------------	--	----------

FIGURES

Figure 1:	Vicinity Map	2
Figure 2:	Project Location.....	3

APPENDICIES

APPENDIX A – HYDROLOGY/HYDRAULICS.....	A
APPENDIX B – FEMA FIRM PANELS	B
APPENDIX C – DRAINAGE PLANS	C

1.0 INTRODUCTION

1.1 Purpose

The purpose of this drainage report is to document the proposed drainage improvements at the intersection of Miller Road and Broadway Road and their impact to onsite and offsite drainage at the project site.

1.2 Project Location

The project consists of the intersection of Broadway Road and Miller Road in Buckeye, Arizona. The improvements begin at the intersection of the streets and extend approximately 850 feet along the road in all four directions. The intersection is located in Township 1 North, Range 3 West of the Gila and Salt River Meridian. The intersection at Broadway Road is located at the corner of Sections 19, 20, 29, and 30. See **Figure 1** and **Figure 2** for maps of the project location.

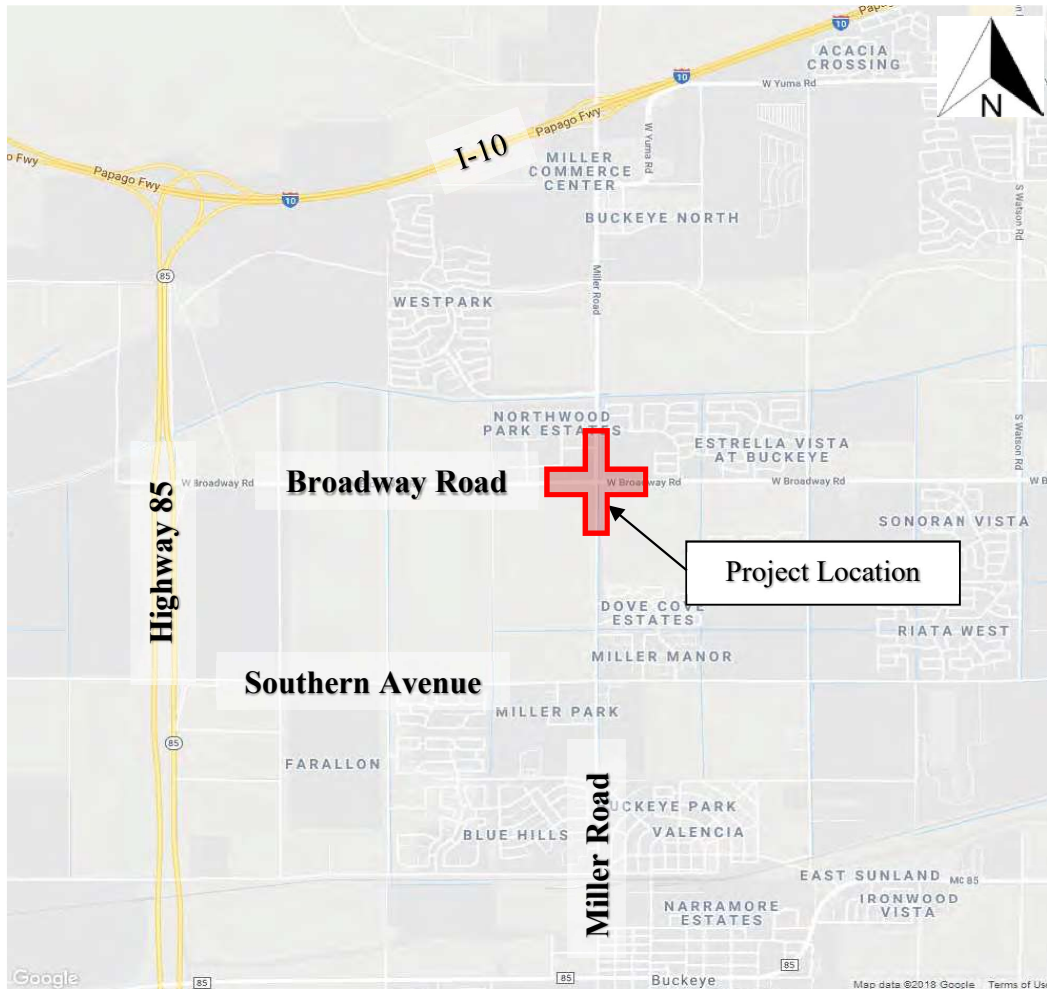


Figure 1: Vicinity Map



Figure 2: Project Location

2.0 EXISTING DRAINAGE

2.1 Existing Conditions

The existing intersection is unimproved on three of the four corners, including the southwest, the southeast, and the northeast; the northwest corner has previously been improved and includes curb, gutter, catch basins, and sidewalk with onsite retention basins. Each of the undeveloped corners consist of farm land with various irrigation canals and ditches. The regional flow direction is from north to south. There are two large irrigation structures in the southwest and southeast corners of the intersection along with tailwater and delivery ditches. In addition, there is a grated catch basin inlet on the southeast corner and a drop inlet headwall on the northeast corner. Each of these currently accept street flows and tailwater from the north and south sides of Broadway Road east of the intersection and convey them to the irrigation system.

The existing grated catch basin on the southeast corner and the headwall on the northeast corner will be removed and the flow previously captured by these structures will be directed to the proposed retention basins.

2.2 FEMA Floodplain Information

The project is located within Federal Emergency Management Agency (FEMA) *Map 04013C2115L* with an effective date of October 16, 2013. The map shows that the project is located entirely in FEMA flood Zone 'X.'

Zone 'X' is defined as "areas of 0.2% annual chance flood; areas of 1% annual chance of 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". The current Flood Insurance Rate Maps (FIRM) for the project area can be found in **Appendix B**.

3.0 HYDROLOGY

3.1 Onsite Hydrology

The hydrology for the onsite drainage was conducted using the Rational Method. The 100-year design flow for the onsite drainage was computed using the proposed improvement conditions to calculate additional runoff volumes due to the paved road. The runoff storage volumes required based on our calculations (included in **Appendix A**) are listed below in **Table 1** for Broadway Road.

Table 1: Runoff Storage Volumes for Broadway Road Intersection

Basin ID	Basin Location	Volume Required (cf)	Volume Provided (cf)
Basin A	Southwest Corner	4,490.11	7,168.81
Basin B	Southwest Corner	5,186.41	5,448.77
Basin C	Northeast Corner	1,851.06	1,884.89
Basin D	Northeast Corner	6,298.33	6,856.87
Basin E	Southeast Corner	658.08	1,105.05
Basin F	Southeast Corner	4,499.82	6,879.26
Basin M	SWC/SEC	7,396.76	7,828.00

The locations of each of these proposed retention basins are provided in the Drainage Schematic in **Appendix A**. They will have less than or equal to 12" water depth so no drywell and/or percolation tests are required. In the event of an overflowing storm, all basins are designed to distribute overflow as sheet flow along their regional historical flow paths.

The onsite drainage from the southeast quadrant will be captured in a catch basin and conveyed across Miller Road through a 15-inch pipe and into

Basin M. Runoff will accumulate in this basin and will overflow south along the historic flow path once the basin filled up.

The City provided a waiver to use “C” value of 0.30 for the temporary basins because of reasons listed below:

- Temporary basins will be replaced by the developer as each quadrant of the intersection is widened to ultimate width.
- Avoid drywells and keep the depth less than 1-ft.
- Keep temporary basins within right-of-way and not acquire additional property.
- Basin bottom will be over excavated to allow soil to be loosened to allow percolation so the basins will be dry for subsequent storm events.

3.2 Offsite Hydrology

This project area is part of the Flood Control District of Maricopa County (District)’s Buckeye Area Drainage Master Plan (ADMP) completed in 2009. The ADMP identified multiple drainage projects along Rooks Road and Apache Road to convey offsite flows. No drainage project was identified along Miller Road. The offsite hydrology for the project area was not evaluated for this project.

The northwest corner development retains the 100-year onsite and offsite flows for the northwest half streets. The offsite flows for the northeast, southeast, and southwest corners sheet flow from north to south and are largely captured in roadside tailwater ditches and directed into existing irrigation canals and away from the project site. Our design does not include any offsite flow structures to be built by our project.

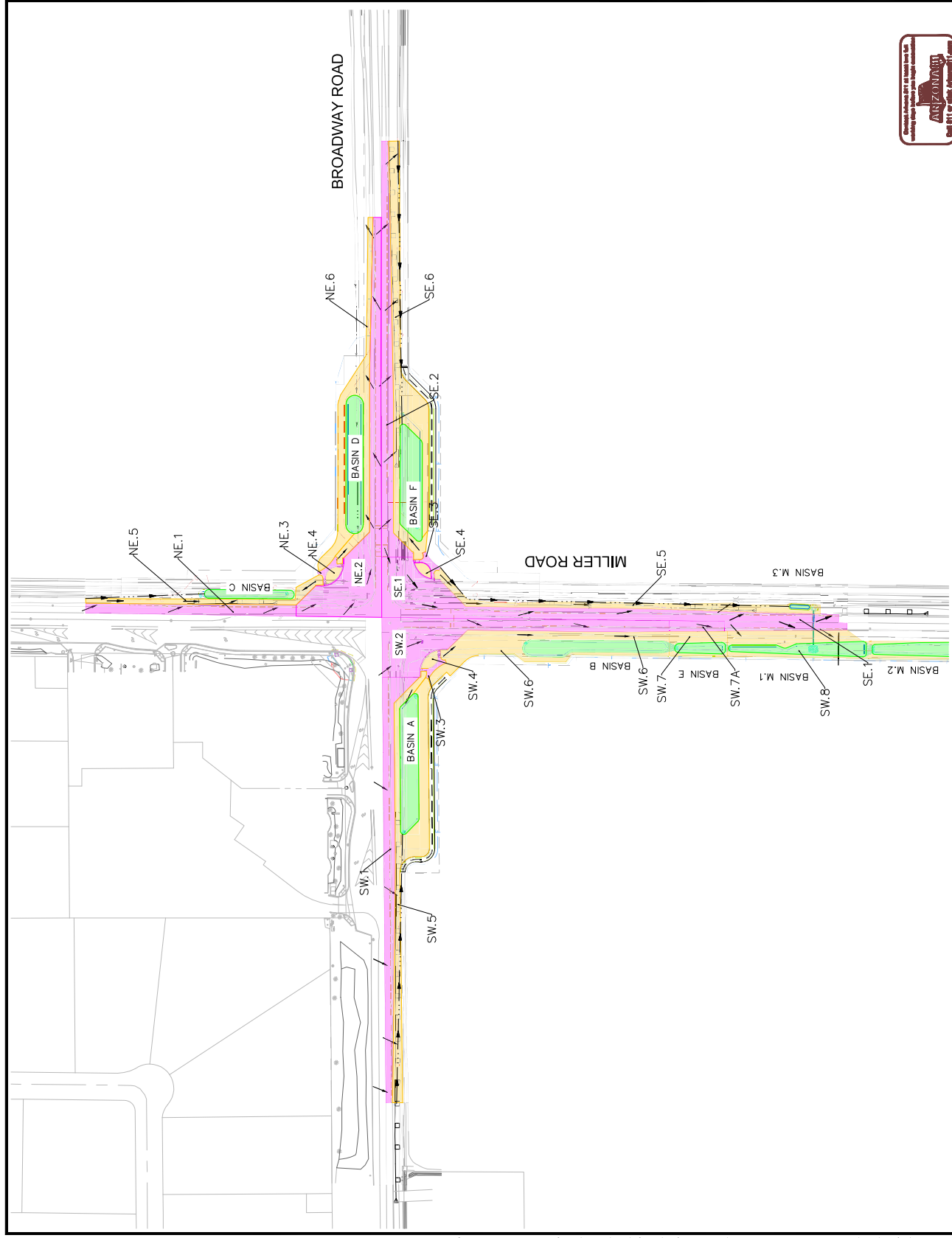
4.0 CONCLUSIONS

The proposed improvements at the intersection of Broadway Road and Miller Road do not negatively impact the onsite/offsite drainage patterns. The onsite flows from the improved portion of the project area will be collected in onsite drainage basins A through F and M. Proposed improvements are not in any FEMA designated floodplain. There are no adverse impacts to surrounding properties due to the proposed improvements. Each of the drainage basins will overflow towards their respective historical offsite drainage flow paths.

5.0 REFERENCES

1. Drainage Design Manual for Maricopa County, Arizona: Volume I – Hydrology, Flood Control District of Maricopa County, January 2016
2. Drainage Design Manual for Maricopa County, Arizona: Volume II – Hydraulics, Flood Control District of Maricopa County, January 2016
3. Design Manual #500, Storm Water Drainage System Design Manual, Town of Buckeye, August 2007

APPENDIX A – HYDROLOGY/HYDRAULICS

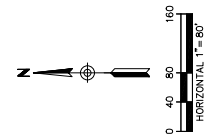


Use or alteration of this information in this instrument for other than the specific purpose for which it was prepared is forbidden unless expressly permitted in writing in advance by SOUTHWEST TRAFFIC ENGINEERING. SOUTHWEST TRAFFIC ENGINEERING shall have no liability to any user of this information without their written consent.

Miller Road & Broadway Rd. TS
A & J P. 01/20/2021
A & J P. 01/20/2021

LEGEND

- CONCRETE, ASPHALT
- UNDEVELOPED LOTS, UNIMPROVED AREAS, BARE GROUND
- BASIN AREAS
- SWALE
- ROADWAY FLOW ARROWS



PLAN NAME MILLER ROAD AT BROADWAY ROAD IMPROVEMENT DISTRICT DRAINAGE AREA EXHIBIT		SUBMITTAL		CDB PERMIT # ENG-18-000000	
TRAFFIC ENGINEER INFORMATION SOUTHWEST TRAFFIC ENGINEERING, LLC 11111 S. 28th Ave., Suite 100 Las Vegas, NV 89143 (702) 251-1111 www.ste-engineering.com		CIVIL ENGINEER INFORMATION RPA ENGINEERING, INC. 11111 S. 28th Ave., Suite 100 Las Vegas, NV 89143 (702) 251-1111 www.rpa-engineering.com		CDB PERMIT # ENG-18-000000	
CDB PERMITTING APPROVED SEAL		CDB PERMITTING APPROVED SEAL		DESIGN SEAL	
ORIGINAL DATE 12-12-2018		LATEST REVISION DATE		SHEET NUMBER DREX 01 of 01	
PROJECT NUMBER		PROJECT NUMBER		PROJECT NUMBER	



MILLER ROAD INTERSECTIONS IMPROVEMENT PROJECT							
PREPARED BY RITOCH-POWELL AND ASSOCIATES							
Retention Provided - Broadway Intersection - Southwest Corner - Basin A							
Basin ID	Top Area	Top Elevation	Bottom Area	Bottom Elevation	Depth	Volume Provided*	
	sq ft	ft	sq ft	ft	ft	cf	ac-ft
Basin A	8,276.26	1.00	6,115.73	-	1.00	7,168.81	0.165
Total Volume:						7,168.81	0.165

Retention Provided - Broadway Intersection - Southwest Corner - Basin B							
Basin ID	Top Area	Top Elevation	Bottom Area	Bottom Elevation	Depth	Volume Provided*	
	sq ft	ft	sq ft	ft	ft	cf	ac-ft
Basin B	6,605.58	1.00	4,368.76	-	1.00	5,448.77	0.125
Total Volume:						5,448.77	0.125

Retention Provided - Broadway Intersection - Northeast Corner - Basin C							
Basin ID	Top Area	Top Elevation	Bottom Area	Bottom Elevation	Depth	Volume Provided*	
	sq ft	ft	sq ft	ft	ft	cf	ac-ft
Basin C	2,601.06	1.00	1,250.27	-	1.00	1,884.89	0.043
Total Volume:						1,884.89	0.043

Retention Provided - Broadway Intersection - Northeast Corner - Basin D							
Basin ID	Top Area	Top Elevation	Bottom Area	Bottom Elevation	Depth	Volume Provided*	
	sq ft	ft	sq ft	ft	ft	cf	ac-ft
Basin D	7,954.44	1.00	5,815.03	-	1.00	6,856.87	0.157
Total Volume:						6,856.87	0.157

*Volume Provided is calculated via the Conic Method, which is defined as

$$V = \frac{h}{3} \cdot (A_1 + A_2 + \sqrt{A_1 \cdot A_2})$$

where

- V = volume of stored water
- h = depth of stored water
- A_1 = area of water surface
- A_2 = area of basin bottom



Retention Provided - Broadway Intersection - Southeast Corner - Basin E							
Basin ID	Top Area	Top Elevation	Bottom Area	Bottom Elevation	Depth	Volume Provided*	
	sq ft	ft	sq ft	ft	ft	cf	ac-ft
Basin E	1,738.81	1.00	575.77	-	1.00	1,105.05	0.025
Total Volume:						1,105.05	0.025

Retention Provided - Broadway Intersection - Southeast Corner - Basin F							
Basin ID	Top Area	Top Elevation	Bottom Area	Bottom Elevation	Depth	Volume Provided*	
	sq ft	ft	sq ft	ft	ft	cf	ac-ft
Basin F	7,817.67	1.00	5,981.74	-	1.00	6,879.26	0.158
Total Volume:						6,879.26	0.158

Retention Provided - Broadway Intersection - SWC&SEC - Basin M							
Basin ID	Top Area	Top Elevation	Bottom Area	Bottom Elevation	Depth	Volume Provided*	
	sq ft	ft	sq ft	ft	ft	cf	ac-ft
Basin M.1	4,772.71	1.00	2,653.53	-	1.00	3,661.66	0.084
Basin M.2	4,856.84	1.00	3,120.67	-	1.00	3,956.89	0.091
Basin M.3	377.49	1.00	78.64	-	1.00	209.48	0.005
Total Volume:						7,828.02	0.175

*Volume Provided is calculated via the Conic Method, which is defined as

$$V = \frac{h}{3} \cdot (A_1 + A_2 + \sqrt{A_1 \cdot A_2})$$

where

V = volume of stored water

h = depth of stored water

A_1 = area of water surface

A_2 = area of basin bottom



MILLER ROAD INTERSECTIONS IMPROVEMENT PROJECT								
PREPARED BY RITOCH-POWELL AND ASSOCIATES								
Required Retention Volume - Broadway Intersection - Southwest Corner - Basin A								
Area				C-Value*	Rainfall Depth**		Retention Required***	
Area ID	Type	sq ft	ac		in	ft	cf	ac-ft
SW.1	Asphalt	15,873.95	0.364	0.95	2.35	0.20	2,953.22	0.068
SW.5	Undeveloped	17,883.62	0.411	0.30	2.35	0.20	1,050.66	0.024
Basin A	Temporary Basin	8,276.26	0.190	0.30	2.35	0.20	486.23	0.011
TOTAL							4,490.11	0.103

Required Retention Volume - Broadway Intersection - Southwest Corner - Basin B								
Area				C-Value*	Rainfall Depth**		Retention Required***	
Area ID	Type	sq ft	ac		in	ft	cf	ac-ft
SW.2	Asphalt	20,470.32	0.470	0.95	2.35	0.20	3,808.33	0.087
SW.3	Sidewalk	773.23	0.018	0.95	2.35	0.20	143.85	0.003
SW.4	Undeveloped	628.94	0.014	0.30	2.35	0.20	36.95	0.001
SW.6	Undeveloped	13,773.48	0.316	0.30	2.35	0.20	809.19	0.019
Basin B	Temporary Basin	6,605.58	0.152	0.30	2.35	0.20	388.08	0.009
TOTAL							5,186.41	0.119

Required Retention Volume - Broadway Intersection - Northeast Corner - Basin C								
Area				C-Value*	Rainfall Depth**		Retention Required***	
Area ID	Type	sq ft	ac		in	ft	cf	ac-ft
NE.1	Asphalt	7,592.46	0.174	0.95	2.35	0.20	1,412.51	0.032
NE.5	Undeveloped	4,863.58	0.112	0.30	2.35	0.20	285.74	0.007
Basin C	Temporary Basin	2,601.06	0.060	0.30	2.35	0.20	152.81	0.004
TOTAL							1,851.06	0.042

Required Retention Volume - Broadway Intersection - Northeast Corner - Basin D								
Area				C-Value*	Rainfall Depth**		Retention Required***	
Area ID	Type	sq ft	ac		in	ft	cf	ac-ft
NE.2	Asphalt	25,968.63	0.596	0.95	2.35	0.20	4,831.25	0.111
NE.3	Sidewalk	768.04	0.018	0.95	2.35	0.20	142.89	0.003
NE.4	Undeveloped	610.26	0.014	0.30	2.35	0.20	35.85	0.001
NE.6	Undeveloped	13,974.74	0.321	0.30	2.35	0.20	821.02	0.019
Basin D	Temporary Basin	7,954.44	0.183	0.30	2.35	0.20	467.32	0.011
TOTAL							6,298.33	0.145

*C-Value taken from Table B3-2 in the Town of Buckeye Storm Water Drainage System Design Manual #500
(0.95 = Concrete, Asphalt, Roofs; 0.30 = Undeveloped Lots, Unimproved Areas/bare ground, Retention Basins)

**Depth is taken from the NOAA Atlas 14 for the 100-year, 2-hour storm

***Retention Volume Required is calculated by the Rational method from Section 5.2-1 in the Town of Buckeye Storm Water Drainage System Design Manual #500 ($V = (D/12) \cdot A \cdot C$)



Required Retention Volume - Broadway Intersection - Southeast Corner - Basin E								
Area				C-Value*	Rainfall Depth**		Retention Required***	
Area ID	Type	sq ft	ac		in	ft	cf	ac-ft
SW.7A	Asphalt	1,961.55	0.045	0.95	2.35	0.20	364.93	0.008
SW.7	Undeveloped	3,251.04	0.075	0.30	2.35	0.20	191.00	0.004
Basin E	Temporary Basin	1,738.81	0.040	0.30	2.35	0.20	102.16	0.002
TOTAL							658.08	0.015

Required Retention Volume - Broadway Intersection - Southeast Corner - Basin F								
Area				C-Value*	Rainfall Depth**		Retention Required***	
Area ID	Type	sq ft	ac		in	ft	cf	ac-ft
SE.2	Asphalt	15,753.40	0.362	0.95	2.35	0.20	2,930.79	0.067
SE.6	Undeveloped	18,889.32	0.434	0.30	2.35	0.20	1,109.75	0.025
Basin F	Temporary Basin	7,817.67	0.179	0.30	2.35	0.20	459.29	0.011
TOTAL							4,499.82	0.103

Required Retention Volume - Broadway Intersection - SEC&SWC - Basin M								
Area				C-Value*	Rainfall Depth**		Retention Required***	
Area ID	Type	sq ft	ac		in	ft	cf	ac-ft
SE.1	Asphalt	29,981.80	0.688	0.95	2.35	0.20	5,577.86	0.128
SE.5	Undeveloped	8,338.57	0.191	0.30	2.35	0.20	489.89	0.011
SE.3	Sidewalk	819.64	0.019	0.95	2.35	0.20	152.49	0.004
SE.4	Undeveloped	574.25	0.013	0.30	2.35	0.20	33.74	0.001
SW.8	Undeveloped	9,444.51	0.217	0.30	2.35	0.20	554.86	0.013
Basin M.1	Temporary Basin	4,772.71	0.110	0.30	2.35	0.20	280.40	0.006
Basin M.2	Temporary Basin	4,856.84	0.111	0.30	2.35	0.20	285.34	0.007
Basin M.3	Temporary Basin	377.49	0.009	0.30	2.35	0.20	22.18	0.001
TOTAL							7,396.76	0.170

*C-Value taken from Table B3-2 in the Town of Buckeye Storm Water Drainage System Design Manual #500
(0.95 = Concrete, Asphalt, Roofs; 0.30 = Undeveloped Lots, Unimproved Areas/bare ground, Retention Basins)

**Depth is taken from the NOAA Atlas 14 for the 100-year, 2-hour storm

***Retention Volume Required is calculated by the Rational method from Section 5.2-1 in the Town of Buckeye Storm Water Drainage System Design Manual #500 ($V = (D/12) \cdot A \cdot C$)



NOAA Atlas 14, Volume 1, Version 5
Location name: Buckeye, Arizona, USA*
Latitude: 33.3993°, Longitude: -112.591°
Elevation: 949.22 ft**
* source: ESRI Maps
** source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Maitaria, Deborah Martin, Sandra Pavlovic, Ishani Roy, Carl Trypaluk, Dale Unruh, Fenglin Yan, Michael Yekta, Tan Zhao, Geoffrey Bonnin, Daniel Brewer, Li-Chuan Chen, Tye Parzybok, John Yarchoan

NOAA, National Weather Service, Silver Spring, Maryland

[PF tabular](#) | [PF graphical](#) | [Maps & aerals](#)

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches) ¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.201 (0.165-0.248)	0.262 (0.216-0.326)	0.359 (0.294-0.443)	0.431 (0.350-0.529)	0.526 (0.423-0.645)	0.598 (0.475-0.733)	0.672 (0.525-0.823)	0.746 (0.574-0.914)	0.842 (0.632-1.04)	0.915 (0.674-1.13)
10-min	0.306 (0.251-0.378)	0.399 (0.329-0.495)	0.546 (0.447-0.674)	0.655 (0.533-0.805)	0.801 (0.644-0.982)	0.911 (0.724-1.12)	1.02 (0.799-1.25)	1.14 (0.874-1.39)	1.28 (0.962-1.58)	1.39 (1.02-1.72)
15-min	0.380 (0.311-0.469)	0.495 (0.407-0.614)	0.677 (0.555-0.835)	0.812 (0.661-0.999)	0.992 (0.798-1.22)	1.13 (0.897-1.38)	1.27 (0.990-1.55)	1.41 (1.08-1.73)	1.59 (1.19-1.96)	1.73 (1.27-2.13)
30-min	0.511 (0.419-0.631)	0.667 (0.549-0.827)	0.911 (0.747-1.13)	1.09 (0.890-1.35)	1.34 (1.07-1.64)	1.52 (1.21-1.86)	1.71 (1.33-2.09)	1.90 (1.46-2.32)	2.14 (1.61-2.63)	2.33 (1.71-2.87)
60-min	0.633 (0.518-0.781)	0.825 (0.679-1.02)	1.13 (0.925-1.39)	1.35 (1.10-1.66)	1.65 (1.33-2.03)	1.88 (1.50-2.30)	2.11 (1.65-2.59)	2.35 (1.80-2.88)	2.65 (1.99-3.26)	2.88 (2.12-3.56)
2-hr	0.711 (0.596-0.859)	0.919 (0.772-1.12)	1.24 (1.04-1.50)	1.49 (1.23-1.79)	1.82 (1.49-2.19)	2.08 (1.68-2.49)	2.35 (1.87-2.81)	2.62 (2.04-3.14)	2.99 (2.27-3.60)	3.28 (2.43-3.98)
3-hr	0.753 (0.634-0.911)	0.965 (0.818-1.17)	1.29 (1.08-1.55)	1.54 (1.29-1.85)	1.89 (1.56-2.26)	2.17 (1.76-2.60)	2.48 (1.97-2.96)	2.79 (2.18-3.35)	3.24 (2.44-3.90)	3.60 (2.64-4.36)
6-hr	0.876 (0.752-1.04)	1.11 (0.960-1.33)	1.45 (1.24-1.72)	1.71 (1.46-2.03)	2.08 (1.74-2.45)	2.38 (1.95-2.80)	2.68 (2.17-3.16)	3.01 (2.38-3.56)	3.46 (2.66-4.11)	3.82 (2.86-4.57)
12-hr	0.959 (0.838-1.12)	1.22 (1.06-1.42)	1.57 (1.36-1.82)	1.84 (1.59-2.14)	2.22 (1.89-2.56)	2.51 (2.11-2.90)	2.82 (2.33-3.27)	3.13 (2.54-3.65)	3.57 (2.82-4.19)	3.91 (3.02-4.64)
24-hr	1.19 (1.08-1.32)	1.52 (1.37-1.68)	1.97 (1.78-2.18)	2.33 (2.09-2.57)	2.83 (2.53-3.12)	3.22 (2.86-3.55)	3.64 (3.20-4.00)	4.07 (3.54-4.48)	4.65 (4.01-5.15)	5.12 (4.36-5.68)
2-day	1.26 (1.14-1.42)	1.62 (1.46-1.81)	2.13 (1.91-2.38)	2.54 (2.27-2.83)	3.11 (2.76-3.46)	3.56 (3.15-3.96)	4.03 (3.54-4.49)	4.53 (3.94-5.06)	5.22 (4.48-5.86)	5.77 (4.91-6.51)
3-day	1.33 (1.20-1.49)	1.70 (1.54-1.90)	2.25 (2.02-2.50)	2.68 (2.41-2.98)	3.29 (2.94-3.66)	3.78 (3.36-4.20)	4.30 (3.79-4.77)	4.84 (4.23-5.39)	5.61 (4.83-6.26)	6.22 (5.31-6.97)
4-day	1.40 (1.27-1.56)	1.79 (1.62-1.99)	2.36 (2.14-2.63)	2.82 (2.55-3.13)	3.47 (3.12-3.85)	4.00 (3.57-4.43)	4.56 (4.03-5.06)	5.16 (4.52-5.72)	5.99 (5.18-6.66)	6.67 (5.71-7.44)
7-day	1.53 (1.39-1.71)	1.96 (1.78-2.19)	2.60 (2.35-2.89)	3.11 (2.80-3.46)	3.82 (3.43-4.25)	4.40 (3.92-4.89)	5.01 (4.43-5.57)	5.66 (4.96-6.29)	6.57 (5.68-7.33)	7.30 (6.25-8.16)
10-day	1.66 (1.51-1.85)	2.13 (1.93-2.37)	2.81 (2.54-3.12)	3.35 (3.03-3.72)	4.12 (3.70-4.56)	4.73 (4.22-5.23)	5.37 (4.76-5.95)	6.05 (5.33-6.72)	7.00 (6.08-7.78)	7.77 (6.68-8.65)
20-day	1.96 (1.78-2.16)	2.53 (2.30-2.79)	3.34 (3.04-3.67)	3.95 (3.59-4.34)	4.78 (4.33-5.25)	5.40 (4.87-5.94)	6.05 (5.42-6.66)	6.70 (5.98-7.39)	7.58 (6.71-8.39)	8.25 (7.25-9.15)
30-day	2.24 (2.02-2.48)	2.88 (2.60-3.18)	3.80 (3.42-4.19)	4.49 (4.04-4.96)	5.42 (4.85-5.97)	6.13 (5.47-6.77)	6.86 (6.10-7.58)	7.59 (6.71-8.40)	8.57 (7.51-9.52)	9.33 (8.11-10.4)
45-day	2.62 (2.37-2.89)	3.38 (3.05-3.73)	4.45 (4.02-4.91)	5.24 (4.72-5.78)	6.28 (5.63-6.93)	7.06 (6.31-7.80)	7.85 (6.98-8.67)	8.63 (7.63-9.54)	9.65 (8.48-10.7)	10.4 (9.09-11.6)
60-day	2.89 (2.63-3.18)	3.74 (3.39-4.11)	4.92 (4.45-5.40)	5.77 (5.22-6.34)	6.89 (6.21-7.57)	7.71 (6.93-8.48)	8.54 (7.63-9.39)	9.34 (8.31-10.3)	10.4 (9.18-11.5)	11.2 (9.81-12.4)

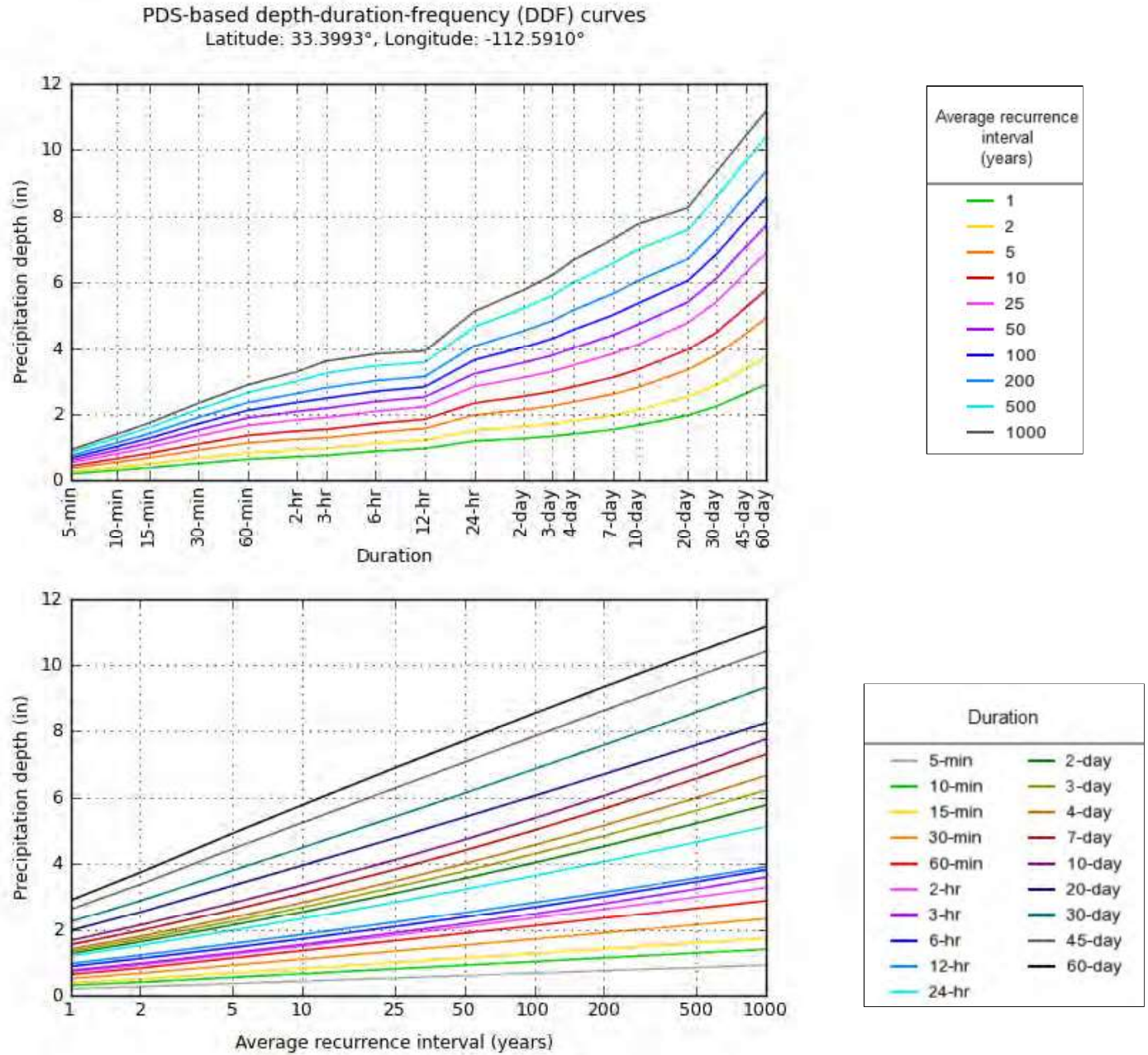
¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

Please refer to NOAA Atlas 14 document for more information.

[Back to Top](#)

PF graphical



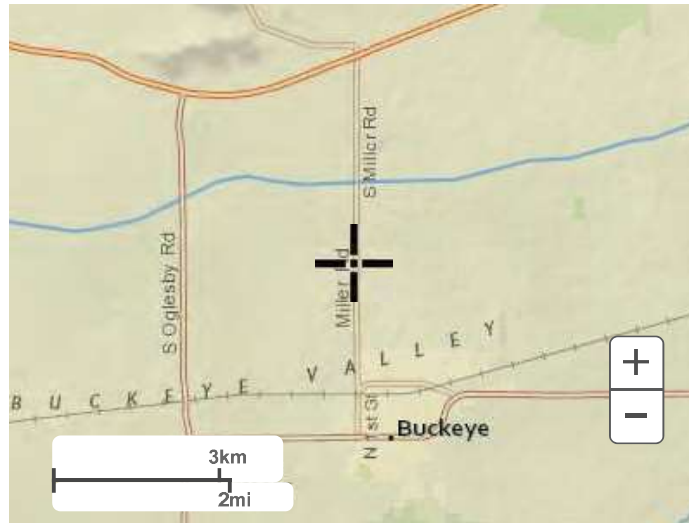
NOAA Atlas 14, Volume 1, Version 5

Created (GMT): Thu Dec 6 00:04:54 2018

[Back to Top](#)

Maps & aerials

Small scale terrain



Large scale terrain



Large scale map



Large scale aerial



[Back to Top](#)

[US Department of Commerce](#)
[National Oceanic and Atmospheric Administration](#)
[National Weather Service](#)
[National Water Center](#)
1325 East West Highway
Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

[Disclaimer](#)



NOAA Atlas 14, Volume 1, Version 5
Location name: Buckeye, Arizona, USA*
Latitude: 33.3993°, Longitude: -112.591°
Elevation: 949.22 ft**
* source: ESRI Maps
** source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Maitaria, Deborah Martin, Sandra Pavlovic, Ishani Roy, Carl Trypaluk, Dale Unruh, Fenglin Yan, Michael Yekta, Tan Zhao, Geoffrey Bonnin, Daniel Brewer, Li-Chuan Chen, Tye Parzybok, John Yarchoan

NOAA, National Weather Service, Silver Spring, Maryland

[PF tabular](#) | [PF graphical](#) | [Maps & aerals](#)

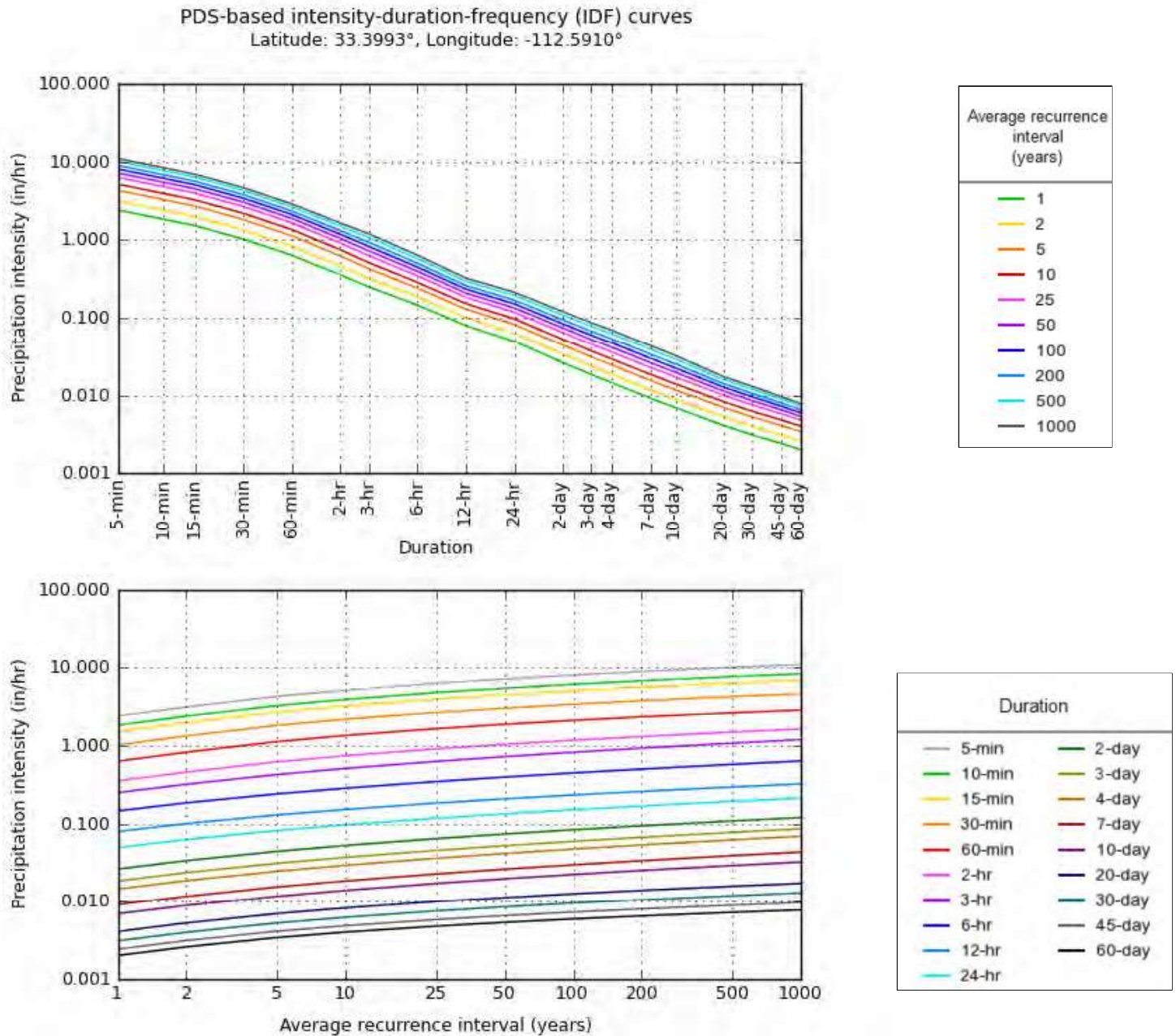
PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches/hour) ¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	2.41 (1.98-2.98)	3.14 (2.59-3.91)	4.31 (3.53-5.32)	5.17 (4.20-6.35)	6.31 (5.08-7.74)	7.18 (5.70-8.80)	8.06 (6.30-9.88)	8.95 (6.89-11.0)	10.1 (7.58-12.4)	11.0 (8.09-13.6)
10-min	1.84 (1.51-2.27)	2.39 (1.97-2.97)	3.28 (2.68-4.04)	3.93 (3.20-4.83)	4.81 (3.86-5.89)	5.47 (4.34-6.69)	6.13 (4.79-7.51)	6.81 (5.24-8.35)	7.69 (5.77-9.47)	8.36 (6.15-10.3)
15-min	1.52 (1.24-1.88)	1.98 (1.63-2.46)	2.71 (2.22-3.34)	3.25 (2.64-4.00)	3.97 (3.19-4.87)	4.52 (3.59-5.53)	5.07 (3.96-6.21)	5.63 (4.33-6.90)	6.36 (4.77-7.82)	6.91 (5.08-8.54)
30-min	1.02 (0.838-1.26)	1.33 (1.10-1.65)	1.82 (1.49-2.25)	2.19 (1.78-2.69)	2.67 (2.15-3.28)	3.04 (2.42-3.72)	3.41 (2.67-4.18)	3.79 (2.92-4.65)	4.28 (3.21-5.27)	4.65 (3.42-5.75)
60-min	0.633 (0.518-0.781)	0.825 (0.679-1.02)	1.13 (0.925-1.39)	1.35 (1.10-1.66)	1.65 (1.33-2.03)	1.88 (1.50-2.30)	2.11 (1.65-2.59)	2.35 (1.80-2.88)	2.65 (1.99-3.26)	2.88 (2.12-3.56)
2-hr	0.356 (0.298-0.430)	0.460 (0.386-0.558)	0.621 (0.520-0.750)	0.744 (0.616-0.897)	0.911 (0.745-1.09)	1.04 (0.839-1.25)	1.18 (0.933-1.41)	1.31 (1.02-1.57)	1.50 (1.14-1.80)	1.64 (1.22-1.99)
3-hr	0.251 (0.211-0.303)	0.321 (0.272-0.390)	0.428 (0.360-0.517)	0.511 (0.428-0.616)	0.630 (0.519-0.753)	0.724 (0.587-0.866)	0.824 (0.656-0.986)	0.930 (0.726-1.11)	1.08 (0.814-1.30)	1.20 (0.879-1.45)
6-hr	0.146 (0.126-0.174)	0.186 (0.160-0.221)	0.241 (0.207-0.287)	0.286 (0.243-0.339)	0.348 (0.291-0.410)	0.397 (0.326-0.467)	0.448 (0.362-0.528)	0.502 (0.397-0.594)	0.577 (0.443-0.687)	0.638 (0.477-0.763)
12-hr	0.080 (0.070-0.093)	0.101 (0.088-0.118)	0.130 (0.113-0.151)	0.153 (0.132-0.177)	0.184 (0.157-0.213)	0.209 (0.175-0.241)	0.234 (0.194-0.271)	0.260 (0.211-0.303)	0.296 (0.234-0.348)	0.325 (0.251-0.385)
24-hr	0.049 (0.045-0.055)	0.063 (0.057-0.070)	0.082 (0.074-0.091)	0.097 (0.087-0.107)	0.118 (0.105-0.130)	0.134 (0.119-0.148)	0.152 (0.133-0.167)	0.169 (0.148-0.187)	0.194 (0.167-0.215)	0.213 (0.182-0.237)
2-day	0.026 (0.024-0.029)	0.034 (0.030-0.038)	0.044 (0.040-0.050)	0.053 (0.047-0.059)	0.065 (0.058-0.072)	0.074 (0.066-0.082)	0.084 (0.074-0.094)	0.094 (0.082-0.105)	0.109 (0.093-0.122)	0.120 (0.102-0.136)
3-day	0.018 (0.017-0.021)	0.024 (0.021-0.026)	0.031 (0.028-0.035)	0.037 (0.033-0.041)	0.046 (0.041-0.051)	0.052 (0.047-0.058)	0.060 (0.053-0.066)	0.067 (0.059-0.075)	0.078 (0.067-0.087)	0.086 (0.074-0.097)
4-day	0.015 (0.013-0.016)	0.019 (0.017-0.021)	0.025 (0.022-0.027)	0.029 (0.027-0.033)	0.036 (0.032-0.040)	0.042 (0.037-0.046)	0.048 (0.042-0.053)	0.054 (0.047-0.060)	0.062 (0.054-0.069)	0.069 (0.059-0.077)
7-day	0.009 (0.008-0.010)	0.012 (0.011-0.013)	0.015 (0.014-0.017)	0.018 (0.017-0.021)	0.023 (0.020-0.025)	0.026 (0.023-0.029)	0.030 (0.026-0.033)	0.034 (0.029-0.037)	0.039 (0.034-0.044)	0.043 (0.037-0.049)
10-day	0.007 (0.006-0.008)	0.009 (0.008-0.010)	0.012 (0.011-0.013)	0.014 (0.013-0.015)	0.017 (0.015-0.019)	0.020 (0.018-0.022)	0.022 (0.020-0.025)	0.025 (0.022-0.028)	0.029 (0.025-0.032)	0.032 (0.028-0.036)
20-day	0.004 (0.004-0.005)	0.005 (0.005-0.006)	0.007 (0.006-0.008)	0.008 (0.007-0.009)	0.010 (0.009-0.011)	0.011 (0.010-0.012)	0.013 (0.011-0.014)	0.014 (0.012-0.015)	0.016 (0.014-0.017)	0.017 (0.015-0.019)
30-day	0.003 (0.003-0.003)	0.004 (0.004-0.004)	0.005 (0.005-0.006)	0.006 (0.006-0.007)	0.008 (0.007-0.008)	0.009 (0.008-0.009)	0.010 (0.008-0.011)	0.011 (0.009-0.012)	0.012 (0.010-0.013)	0.013 (0.011-0.014)
45-day	0.002 (0.002-0.003)	0.003 (0.003-0.003)	0.004 (0.004-0.005)	0.005 (0.004-0.005)	0.006 (0.005-0.006)	0.007 (0.006-0.007)	0.007 (0.006-0.008)	0.008 (0.007-0.009)	0.009 (0.008-0.010)	0.010 (0.008-0.011)
60-day	0.002 (0.002-0.002)	0.003 (0.002-0.003)	0.003 (0.003-0.004)	0.004 (0.004-0.004)	0.005 (0.004-0.005)	0.005 (0.005-0.006)	0.006 (0.005-0.007)	0.006 (0.006-0.007)	0.007 (0.006-0.008)	0.008 (0.007-0.009)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.
Please refer to NOAA Atlas 14 document for more information.

[Back to Top](#)

PF graphical



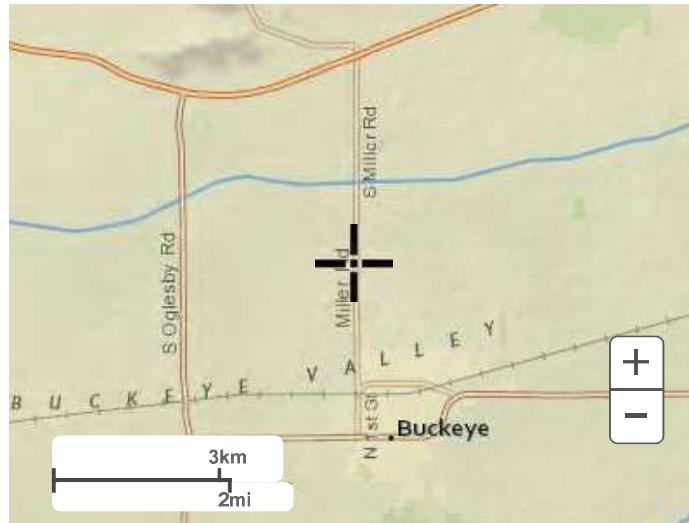
NOAA Atlas 14, Volume 1, Version 5

Created (GMT): Thu Dec 6 00:05:46 2018

[Back to Top](#)

Maps & aerials

Small scale terrain



Large scale terrain



Large scale map



Large scale aerial



[Back to Top](#)

[US Department of Commerce](#)
[National Oceanic and Atmospheric Administration](#)
[National Weather Service](#)
[National Water Center](#)
1325 East West Highway
Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

[Disclaimer](#)

Worksheet for Basin D Channel - NE

Project Description

Friction Method	Manning Formula
Solve For	Normal Depth

Input Data

Roughness Coefficient	0.069	
Channel Slope	0.00240	ft/ft
Left Side Slope	50.00	ft/ft (H:V)
Right Side Slope	4.00	ft/ft (H:V)
Discharge	1.31	ft ³ /s

Results

Normal Depth	0.38	ft
Flow Area	3.80	ft ²
Wetted Perimeter	20.32	ft
Hydraulic Radius	0.19	ft
Top Width	20.27	ft
Critical Depth	0.17	ft
Critical Slope	0.15795	ft/ft
Velocity	0.35	ft/s
Velocity Head	0.00	ft
Specific Energy	0.38	ft
Froude Number	0.14	
Flow Type	Subcritical	

GVF Input Data

Downstream Depth	0.00	ft
Length	0.00	ft
Number Of Steps	0	

GVF Output Data

Upstream Depth	0.00	ft
Profile Description		
Profile Headloss	0.00	ft
Downstream Velocity	Infinity	ft/s
Upstream Velocity	Infinity	ft/s
Normal Depth	0.38	ft
Critical Depth	0.17	ft
Channel Slope	0.00240	ft/ft
Critical Slope	0.15795	ft/ft

Downstream of Grade Control/Drop Structure

The loose riprap D_{50} for channel bed protection downstream of a grade control or a drop structure is Equation 6.38 from the FCDMC Drainage Design Manual, Hydraulics, which is defined as:

$$D_{50} = 0.0372V_a^2 \left(\frac{\gamma_w}{\gamma_s - \gamma_w} \right)$$

where:

D_{50} is the median diameter (ft)

γ_s is specific weight of stone (lb/ft³) = 156 lb/ft³

γ_w is specific weight of water (lb/ft³) = 62.4 lb/ft³

V_a = average velocity (ft/s) = 0.47 ft/s

$$D_{50} = 0.0372(0.47)^2 \left(\frac{62.4}{156 - 62.4} \right)$$

$D_{50} = 0.01 \text{ ft} \rightarrow \text{Use } 0.25 \text{ ft}$

APPENDIX B – FEMA FIRM PANELS

1-1000000-1

9452

chance (Budd)

year flood), also known as the base flood, is the flood



388

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

Without Base Flood Elevation (BFE)
Zone A, V, A99

With BFE or Depth *Zone AE, AO, AH, VE, AR*

Regulatory Floodway

0.2% Annual Chance Flood Hazard, Areas of 1% annual chance Flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*

Future Conditions 1% Annual Chance Flood Hazard *Zone X*

Area with Reduced Flood Risk due to Levee, See Notes, *Zone X*

Area with Flood Risk due to Levee *Zone D*

NO SCREEN

Effective LOMRs

Area of Minimal Flood Hazard *Zone X*

Area of Undetermined Flood Hazard *Zone D*

Channel, Culvert, or Storm Sewer

Levee, Dike, or Floodwall

Cross Sections with 1% Annual Chance Water Surface Elevation

Coastal Transect

Base Flood Elevation Line (BFE)

Limit of Study

Jurisdiction Boundary

Coastal Transect Baseline

Profile Baseline

Hydrographic Feature

Digital Data Available

No Digital Data Available

Unmapped

Pin

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

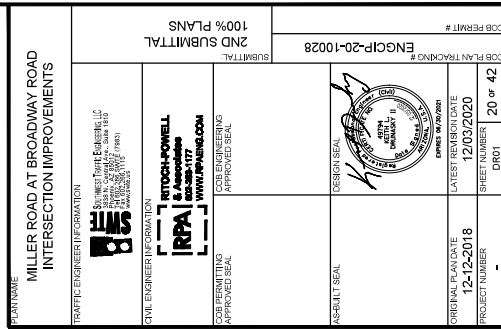
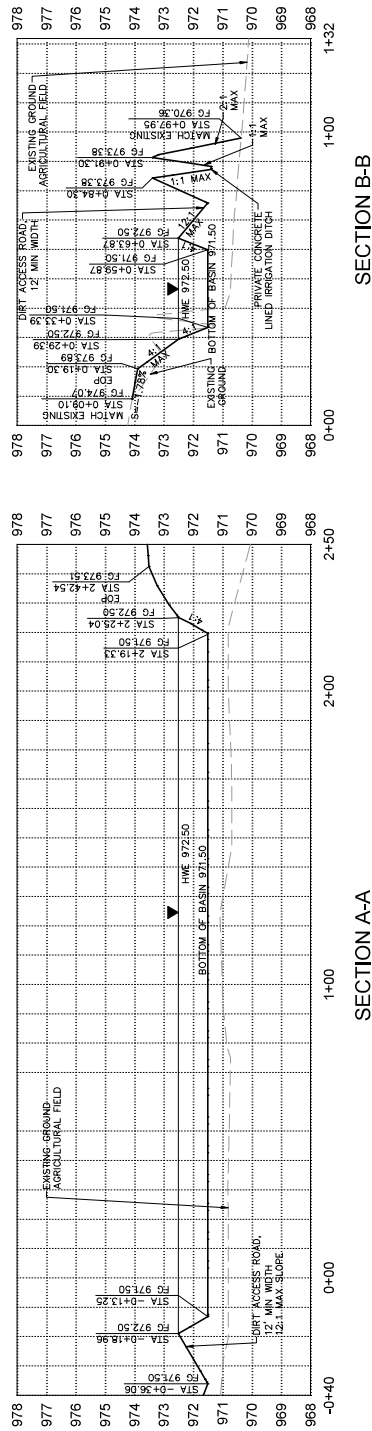
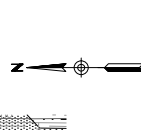
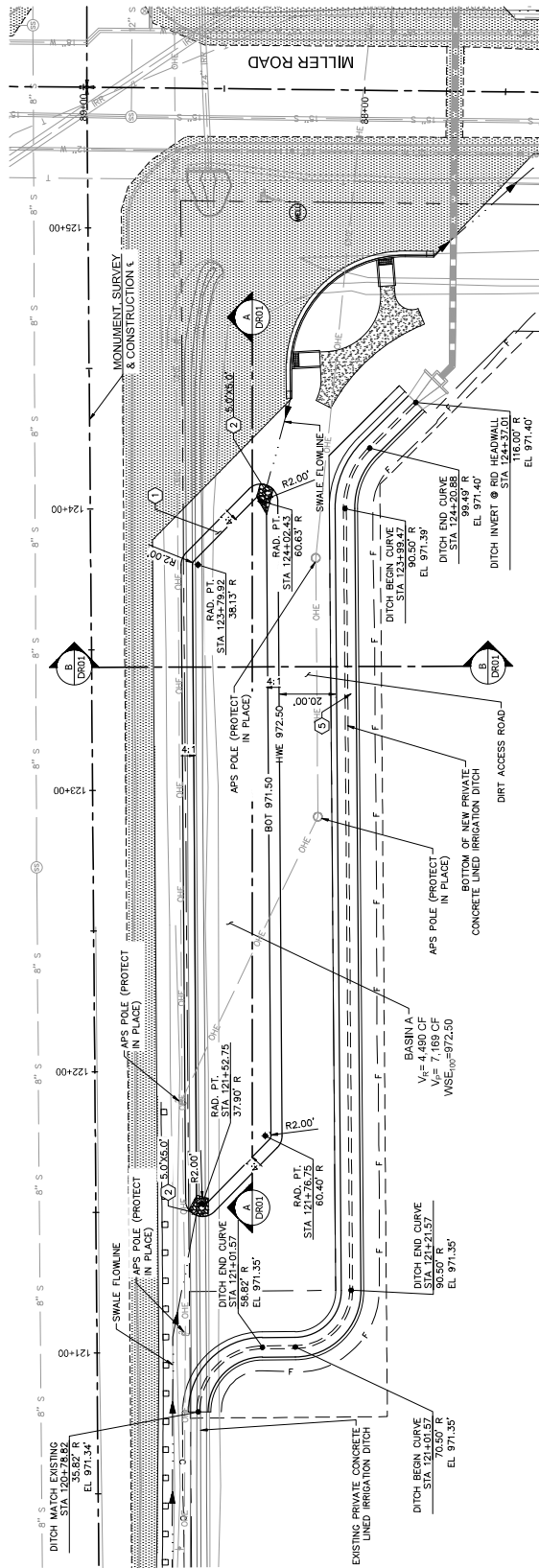
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 12/4/2018 at 4:47:09 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

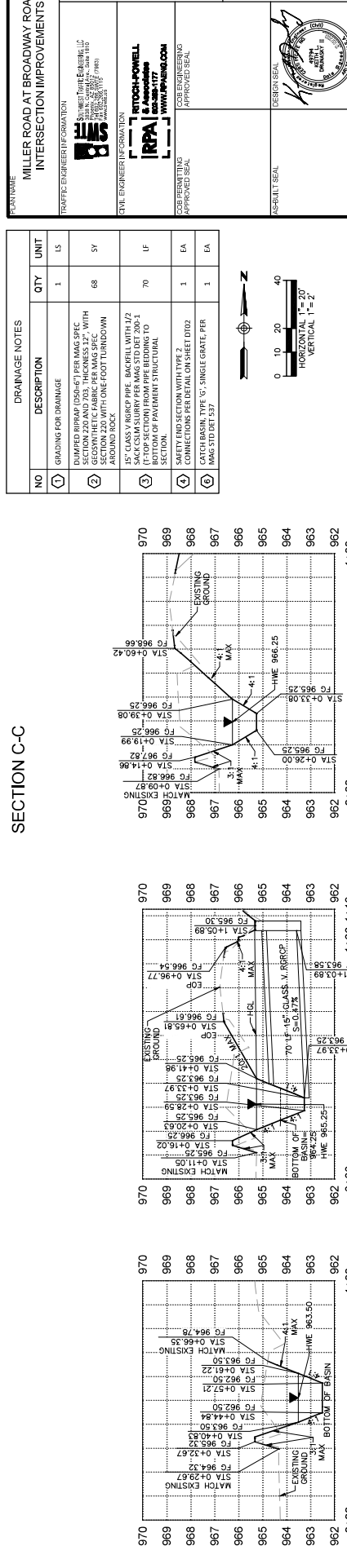
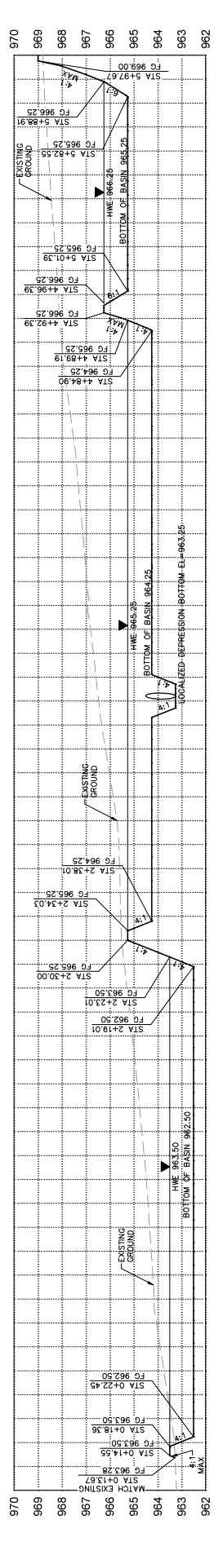
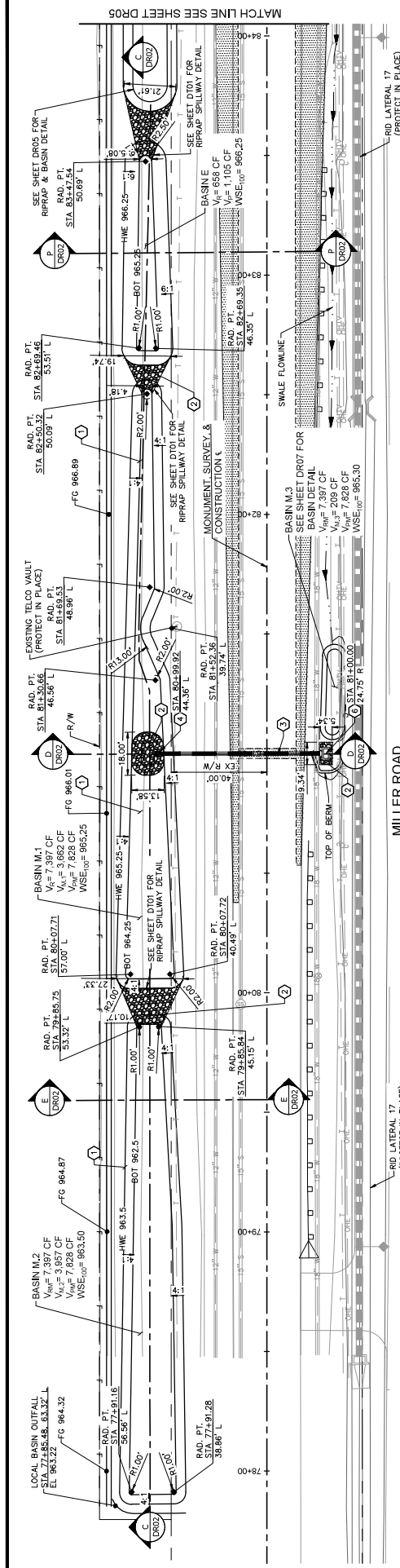
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

USGS The National Map: Orthoimagery. Data refreshed October 2017.

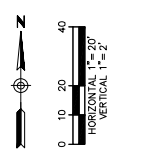
APPENDIX C – DRAINAGE PLANS

DRAINAGE NOTES			
NO	DESCRIPTION	QTY	UNIT
①	GRADING FOR DRAINAGE	1	LS
②	DUMPED RIPRAP (D50=6") PER MAG SPEC SECTION 220 AND 703, THICKNESS 12", WITH 10% OVERLAY. SEE SECTION 220 WITH ONE-FOOT TUNNDOWN AROUND ROCK.	8	SY
③	PRIVATE CONCRETE UNID IRRIGATION DITCH PER DETAIL ON SHEET D101.	40'	LF



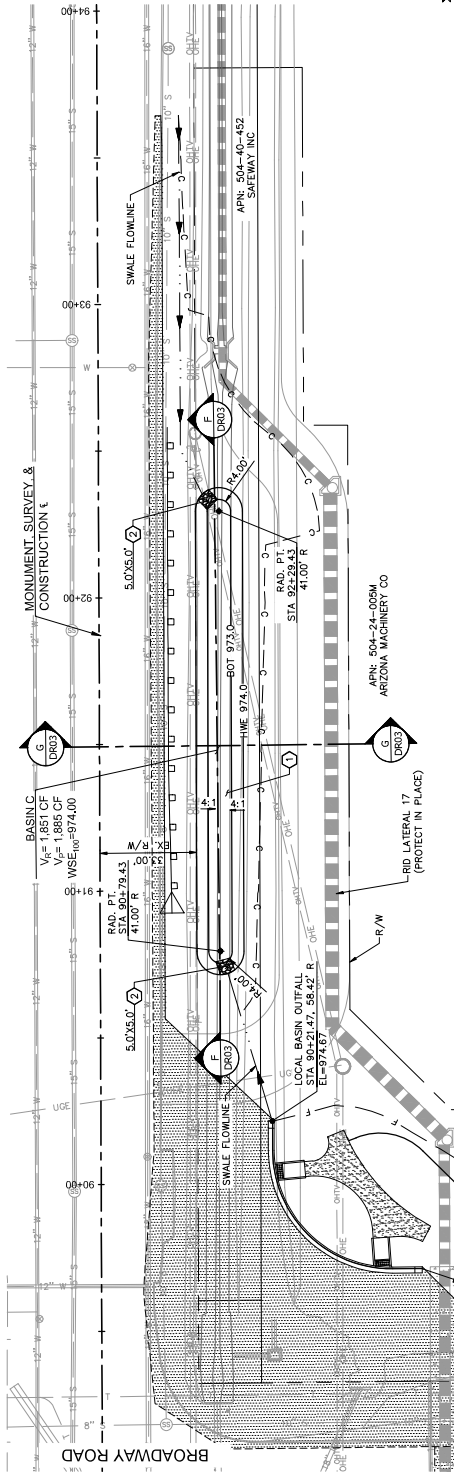


DRAINAGE NOTES			
NO	DESCRIPTION	QTY	UNIT
①	GRADING FOR DRAINAGE	1	LS
②	DUMPED RIPRAP 150-647 PER MAG SPEC GEOTECHNETIC FABRIC PER MAG SPEC SECTION 220 WITH ONE-FOOT TURNDOWN AROUND ROCK	68	SF
③	1ST CLASSY VIBRO PIPE, BACKFILL WITH 1/2 SAND COURSE WITH PER MAG STD 200-1 TO BOTTOM OF PAVEMENT STRUCTURAL SECTION.	70	LF
④	SAFETY END STOP WITH TYPE 2 CONNECTIONS PER DETAIL ON SHEET D102	1	EA
⑤	CATCH BASIN, TYPE "G", SINGLE GRATE, PER MAG STD DET 537	1	EA

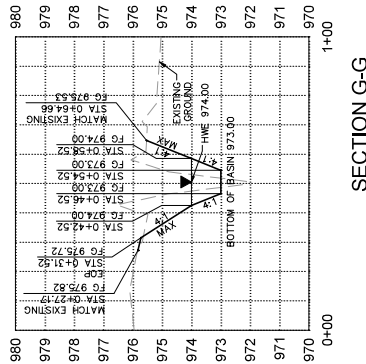
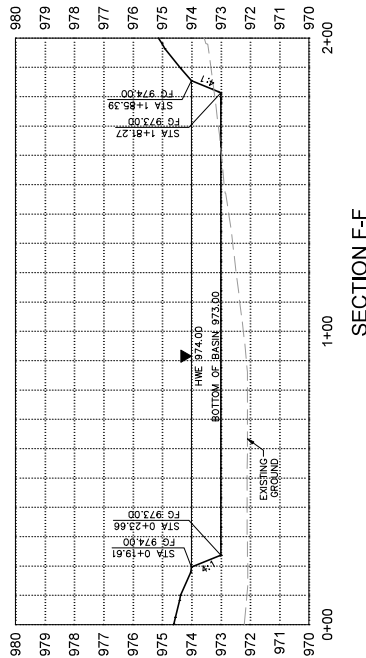
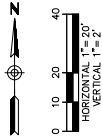


PERMIT NAME	MILLER ROAD AT BROADWAY ROAD INTERSECTION IMPROVEMENTS
TRAFFIC ENGINEER INFORMATION	 SMT SOUTHERN METRO TRANSPORTATION ENGINEERS 3800 S. CENTRAL AVE. SUITE 100 DALLAS, TEXAS 75226 (214) 343-8800 WWW.SMT-TEXAS.COM
CIVIL ENGINEER INFORMATION	ITTSCH-POWERLL & Associates 1000 PLANS 2ND SUBMITTAL SUBMITTAL WWW.ITPENG.COM
COB PERMITTING APPROVED SEAL	COB ENGINEERING APPROVED SEAL
ASPHALT SEAL	DESIGN SEAL 
ORIGINAL PLAN DATE 12-12-2018	LATEST REVISION DATE 12/03/2020
PROJECT NUMBER -	SHEET NUMBER 21 of 42
COB PERMITTING APPROVED SEAL	COB PERMITTING # ENGC-P-20-10028 COB PLAN TRACKING #

DRAINAGE NOTES			
NO	DESCRIPTION	QTY	UNIT
①	GRADING FOR DRAINAGE	1	LS
②	ROUND RINLAP BRD-CP PER MAG SPEC SECTION 200 AND 703, THICKNESS 1", WITH GEOSYNTHETIC FABRIC PER MAG SPEC SECTION 200 AND 703, WITH ONE FOOT TURNDOWN AROUND DOG.	6	SY



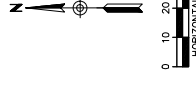
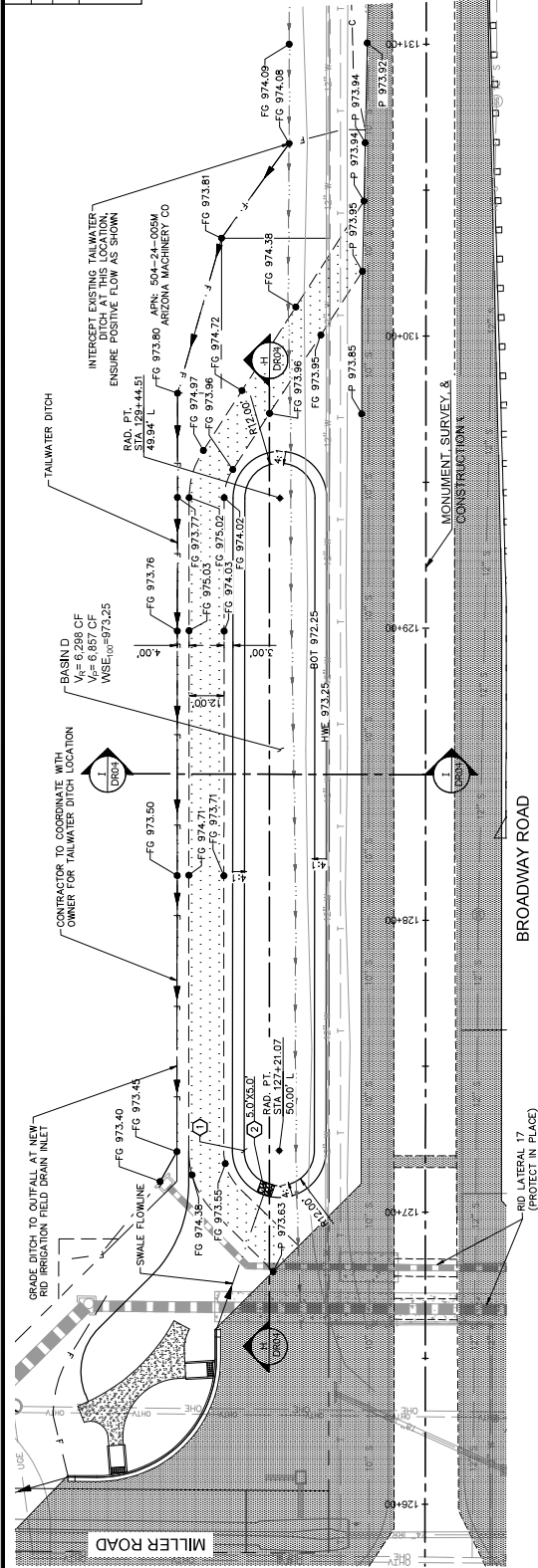
MILLER ROAD



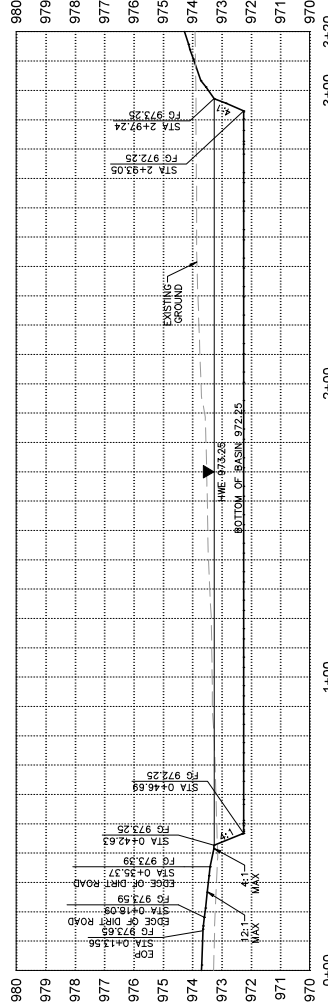
PROJECT NAME MILLER ROAD AT BROADWAY ROAD INTERSECTION IMPROVEMENTS	
TRAFFIC ENGINEER INFORMATION SOUTHWEST TRAFFIC ENGINEERING, LLC 1000 N. GAVELIN AVENUE, SUITE 100 PHOENIX, AZ 85028 (602) 998-1177 WWW.STE-ENGINEERING.COM	
CIVIL ENGINEER INFORMATION RPA RICHARD J. POWELL P.E. 1000 N. GAVELIN AVENUE, SUITE 100 PHOENIX, AZ 85028 (602) 998-1177 WWW.RPA-ENGINEERING.COM	
COMPUTATIONS APPROVED SEAL	DESIGN SEAL
SUBMITTAL ENG-CIP-20-10028 2ND SUBMITTAL 100% PLANS	
COB PLAN TRACKING #	COB PERMIT #
ORIGINAL DATE 12-12-2018	LATEST DATE 12/03/2020
PROJECT NUMBER	SHEET NUMBER DR03
22 of 42	



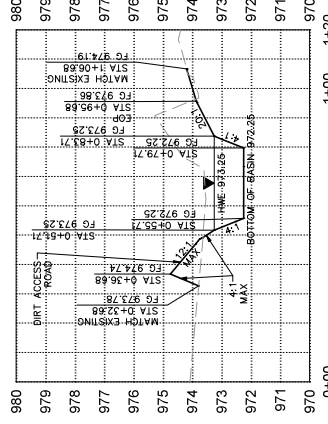
Use or alteration of this information in this instrument for other than the specific purpose for which it was intended and for other than the client for which it was prepared is forbidden unless expressly permitted in writing in advance by SOUTHWEST TRAFFIC ENGINEERING, SOUTHWEST TRAFFIC ENGINEERING, SOUTHWEST TRAFFIC ENGINEERING and have no liability to any use of this information without their written consent.



DRAINAGE NOTES			
NO	DESCRIPTION	QTY	UNIT
①	GRADING FOR DRAINAGE	1	LS
②	JOINED UNLAP DESIGN PER MAG SPEC SECTION 20 AND 703, THICKNESS 1", WITH GEOSYNTHETIC FABRIC PER MAG SPEC SECTION 20 AND 703, WITH ONE FOOT TUNEDOWN AROUND DOD.	3	SY



SECTION H-H



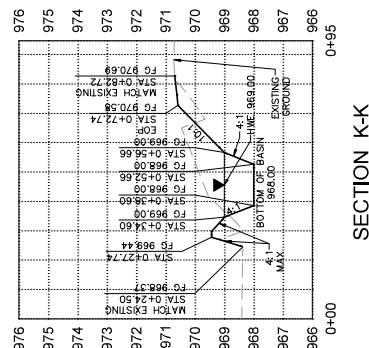
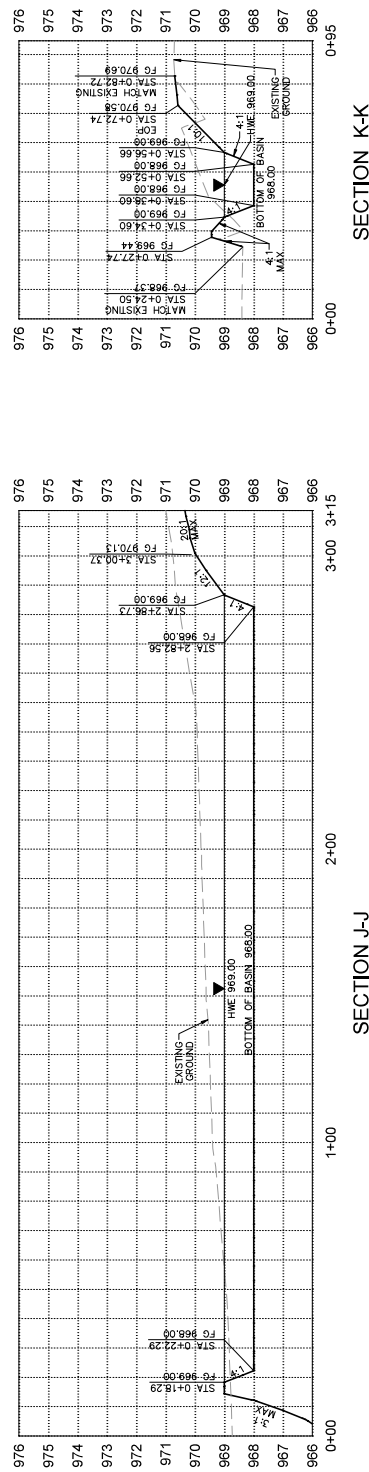
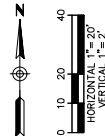
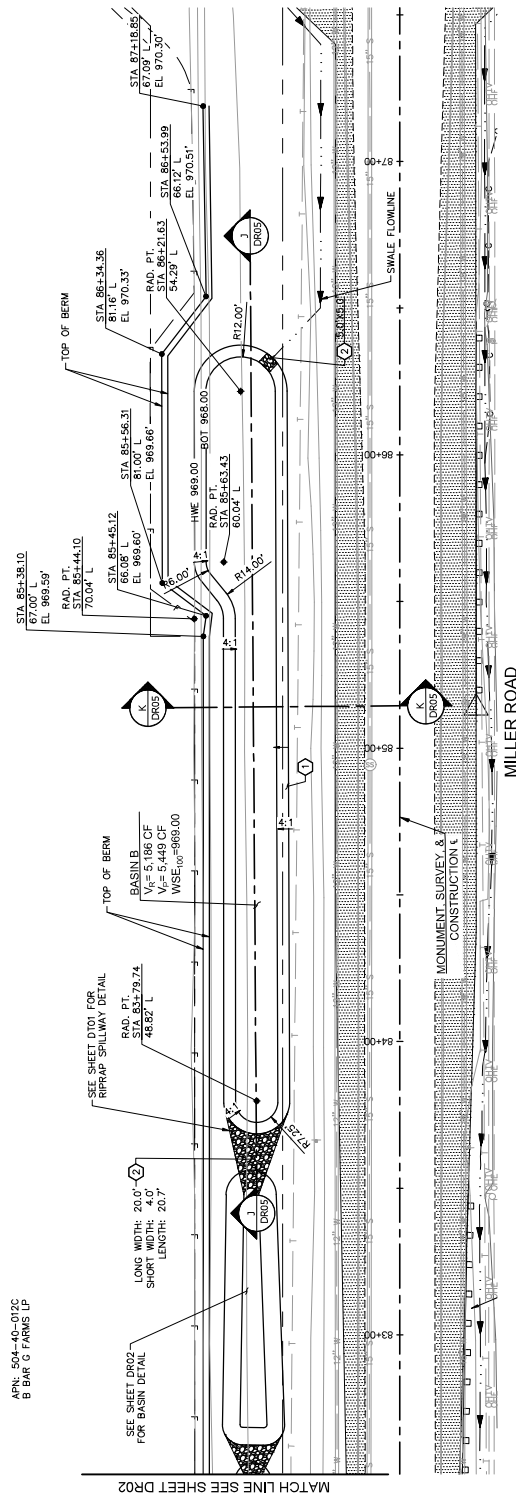
SECTION I-I

PROJECT INFORMATION MILLER ROAD AT BROADWAY ROAD INTERSECTION IMPROVEMENTS		TRAFFIC ENGINEER INFORMATION SOUTHWEST TRAFFIC ENGINEERING, LLC 100% PLANS	
CLIENT INFORMATION CITY OF BUCKEYE 12-12-2018 PROJECT NUMBER: -		ENGINEER INFORMATION RPA 12-03-2020 SHEET NUMBER: 23 of 42	
DESIGNER SEAL [Signature] DESIGNER SEAL		APPROVED SEAL [Signature] APPROVED SEAL	
CONTRACT INFORMATION SUBMITTAL ENGCIP-20-10028		DATE OF SUBMITTAL 12/03/2020	



Use or alteration of this information in this instrument for other than the specific purpose for which it was intended and for other than the client for which it was prepared is forbidden unless expressly permitted in writing in advance by SOUTHWEST TRAFFIC ENGINEERING, SOUTHWEST TRAFFIC ENGINEERING and have no liability to any use of this information without their written consent.

DRAINAGE NOTES			
NO	DESCRIPTION	QTY	UNIT
①	GRADING FOR DRAINAGE	1	LS
②	DUMPED BIPRAP (50-60") PER MAG SPEC SECTION 220 AND 703, THICKNESS 12", WITH GEOSYNTHETIC FABRIC PER MAG SPEC SECTION 220 WITH ONE-FOOT TURNDOWN AROUND ROCK	30	SY

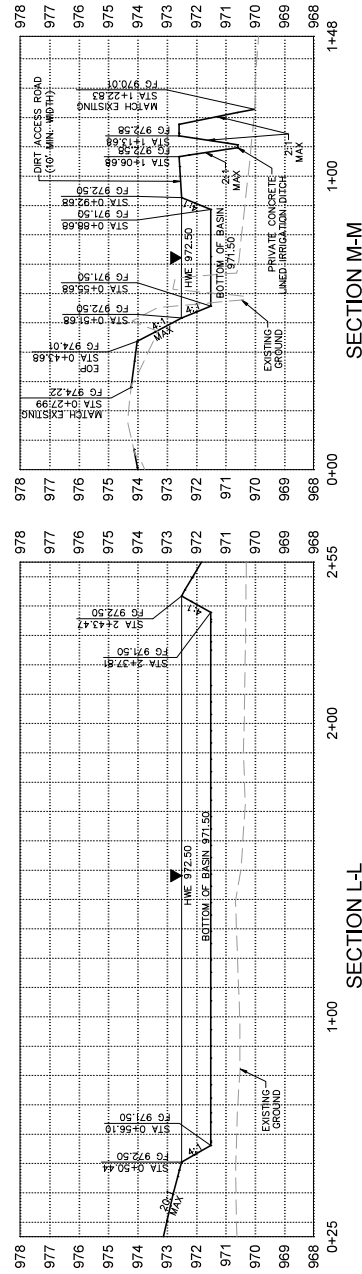
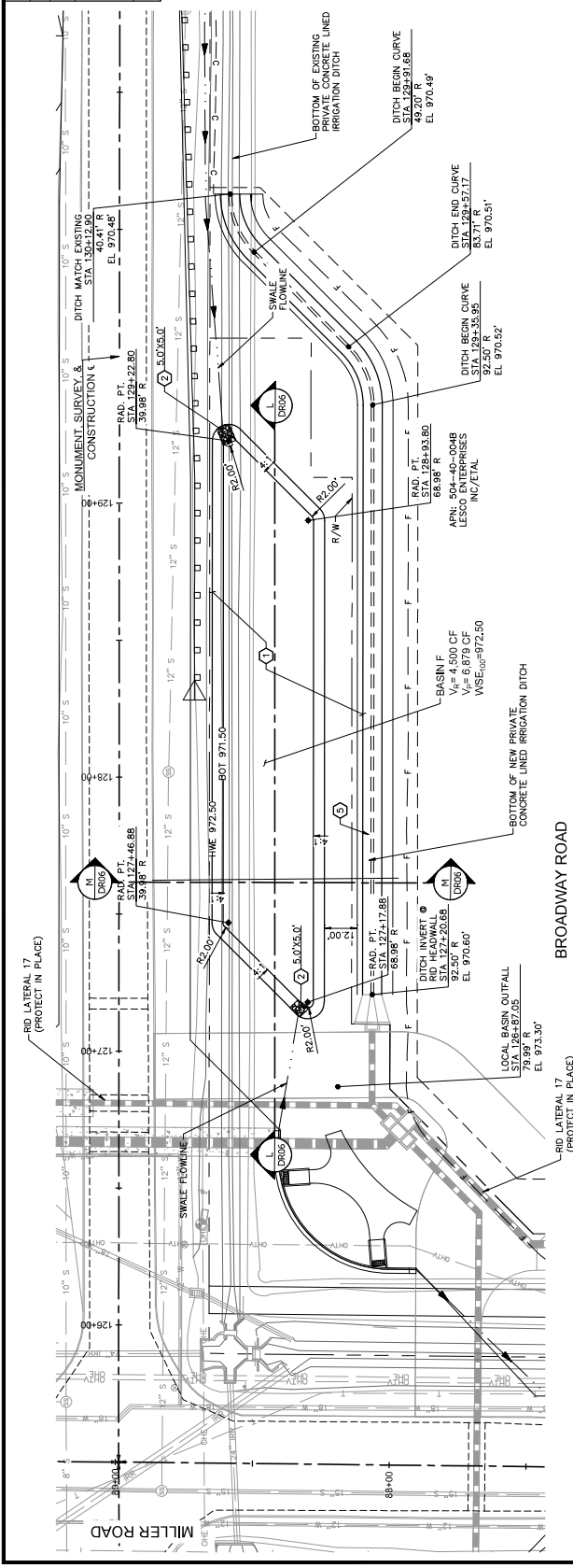


PROJECT NAME MILLER ROAD AT BROADWAY ROAD INTERSECTION IMPROVEMENTS	TRAFFIC ENGINEER INFORMATION  SMT 10000 Highway 100 Suite 200 Houston, TX 77036 Tel: 281.410.1111 Fax: 281.410.1112 Email: info@smte.com	CIVIL ENGINEER INFORMATION  IPRA 10000 Highway 100 Suite 200 Houston, TX 77036 Tel: 281.410.1111 Fax: 281.410.1112 Email: info@ipra.com	SOIL REMEDIATION APPROVED SEAL [Signature] [Stamp: SOIL REMEDIATION APPROVED SEAL]	GEOTECHNICAL APPROVED SEAL [Signature] [Stamp: GEOTECHNICAL APPROVED SEAL]	DESIGN SEAL [Signature] [Stamp: DESIGN SEAL]	ORIGINAL PLAN DATE 12-12-2018 PROJECT NUMBER 24 or 42	LATEST REVISION DATE 12/03/2020 SHEET NUMBER 24 of 42	SUBMITTAL 2ND SUBMITTAL 100% PLANS ENCLIP-20-10028 PLAN TRACKING # ENCLIP-20-10028 100% PLANS TRACKING #
--	--	---	---	---	--	--	--	---

Call 811 or visit Arizona.gov
 to find out more about the
 Arizona Department of Transportation
 (ADOT) and the Arizona Department of
 Transportation's (ADOT) Arizona
 Department of Transportation (ADOT)

Use or alteration of the information in this instrument for other than the specific purpose for which it was intended and for other than the client for which it was prepared is prohibited, unless expressly permitted in writing in advance by SOUTHWEST TRUST ENGINEERING. SOUTHWEST TRUST ENGINEERING shall have no liability in any use of this information without their written consent.

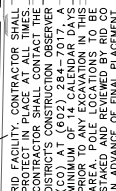
DRAINAGE NOTES			
NO	DESCRIPTION	QTY	UNIT
①	GRADING FOR DRAINAGE	1	LS
②	DUMPED RIPRAP (D50=11") PER MAG SPEC SECTION 220 AND 703, THICKNESS 12", WITH 10% OVERLAY TO PROVIDE PROPER DRAINAGE SECTION 220 WITH ONE-FOOT TURNDOWN AROUND ROCK.	6	SY
③	PRIVATE CONCRETE LINE/IRRIGATION DITCH PER DETAIL ON SHEET D701.	31	LF



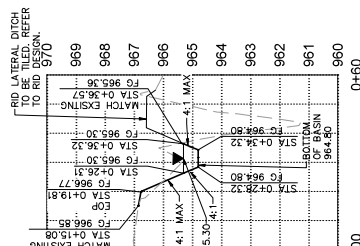
PLAN NAME:	MILLER ROAD AT BROADWAY ROAD INTERSECTION IMPROVEMENTS	DATE: 12-12-2018	PROJECT NUMBER: 25 OF 42	SHEET NUMBER: 25 OF 42	DATE: 12-12-2018	PROJECT NUMBER: 25 OF 42	DATE: 12-12-2018	PROJECT NUMBER: 25 OF 42	DATE: 12-12-2018	PROJECT NUMBER: 25 OF 42
TRAFFIC ENGINEER INFORMATION	 S&B Engineering, Inc. 10000 Highway 100, Suite 100 Houston, Texas 77036 (281) 415-1234 www.sandbeng.com	 ITPC-POWELL & Associates 10000 Highway 100, Suite 100 Houston, Texas 77036 (281) 415-1234 www.itpc-powell.com	 DESIGN SEAL	 DESIGN SEAL	 DESIGN SEAL	 DESIGN SEAL	 DESIGN SEAL	 DESIGN SEAL	 DESIGN SEAL	 DESIGN SEAL
CIVIL ENGINEER INFORMATION	100% PLANS 2ND SUBMITTAL SUBMITTAL									
100% PLANS	100% PLANS 2ND SUBMITTAL SUBMITTAL									



DRAINAGE NOTES



IN ADVANCE OF FINAL PLACEMENT:
SEE RID GENERAL AND GRADING
NOTES SHEET GN01.



SECTION O-O

SECTION N-N

2019-2020 MILLER ROAD AT BROADWAY INTERSECTION IMPROVEMENTS	TRANSMISSION INFORMATION  S&B SITE 3000 W. BROADWAY, SUITE 1110 DENVER, CO 80202 (303) 733-1110 WWW.SANDSITE.COM		CIVIL ENGINEER INFORMATION  RITCHIE-POWELL & Associates 1000 PINE ST. SUITE 100 DENVER, CO 80202 WWW.RPACON.COM		SUBMITTAL	COB PERMIT # ENGP-C-20-10028	COB PLAN TRACKING #	COB PERMIT #
	COB PERMIT TITLE APPROVED SEAL	COB ENGINEERING APPROVED SEAL	DESIGN SEAL 	SHEET NUMBER DROW	LATEST REVISION DATE 12/03/2020	SHEET NUMBER 26 OF 42	CONSTRUCTION PLAN DATE 12/14/2018	PROJECT NUMBER -



Use or alteration of the information in this instrument for other than the specific purpose for which it was intended and for other than the client for whom it was prepared is forbidden unless expressly permitted in writing in advance by SOUTHWEST TRAFFIC ENGINEERING. SOUTHWEST TRAFFIC ENGINEERING shall have no liability to any use of this information without their written consent.

EXHIBIT E
PAYMENT & PERFORMANCE BONDS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Name of CONTRACTOR

Address of CONTRACTOR

a _____, hereinafter called PRINCIPAL and
(Corporation), (Partnership) or (Individual)

Name of SURETY

Address of SURETY

hereinafter called SURETY, are held and firmly bound unto

City of Buckeye
Name of OWNER

530 East Monroe Avenue, Buckeye, AZ 85326
Address of OWNER

hereinafter called OWNER, in the total aggregate penal sum of _____
_____ Dollars (\$_____) in lawful money of the United States, for the
payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas the PRINCIPAL entered into
a certain contract with the OWNER, DATED THE _____ day of _____, 20____,
a copy of which is hereto attached and made a part of the construction contract for
_____.

NOW, THEREFORE, the condition of this obligation is such, that if the principal faithfully
performs and fulfills all of the undertakings, covenants, terms, conditions and
agreements of the contract during the original term of the contract and any extension of
the contract, with or without notice to the surety, and during the life of any guaranty
required under the contract, and also performs and fulfills all of the undertakings,
covenants, terms, conditions and agreements of all duly authorized modifications of the
contract that may hereafter be made, notice of which modifications to the surety being
hereby waived, the above obligation is void. Otherwise it remains in full force and
effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of title 34,
chapter 2, article 2, Arizona Revised Statutes, and all liabilities on this bond shall be
determined in accordance with the provisions of title 34, chapter 2, article 2, Arizona
Revised Statutes, to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 20__.

PRINCIPAL'S ATTEST:

PRINCIPAL

By: _____

Attorney-in-Fact

(SEAL)

Address: _____

Witness as to PRINCIPAL

Address

SURETY'S ATTEST:

By: _____

Address: _____

(SEAL)

Witness as to SURETY

Address

PLEASE NOTE:

1. *Date of BOND must not be prior to date of CONTRACT.*
2. *If CONTRACTOR is partnership, all partners should execute BOND.*
3. *Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*
4. *Use of this form as an instrument of SURETY for this project is not mandatory. Use of other forms normally deemed acceptable in the State wherein the project is located may be allowed.*

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Name of CONTRACTOR

Address of CONTRACTOR

a _____, hereinafter called PRINCIPAL and
(Corporation), (Partnership) or (Individual)

Name of SURETY

Address of SURETY
hereinafter called SURETY, are held and firmly bound unto

City of Buckeye
Name of OWNER

530 East Monroe Avenue, Buckeye, AZ 85326

Address of OWNER

hereinafter called OWNER, in the total aggregate penal sum of _____
Dollars (\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas the PRINCIPAL entered into a certain
contract with the OWNER, DATED THE _____ day of _____, 20____, a copy of which
is hereto attached and made a part of the construction contract for
_____.

NOW, THEREFORE, the condition of this obligation is such, that if the principal promptly pays all
monies due to all persons supplying labor or materials to the principal or the principal's
subcontractors in the prosecution of the work provided for in the contract, this obligation is void.
Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of title 34, chapter 2,
article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in
accordance with the provisions, conditions and limitations of title 34, chapter 2, article 2, Arizona
Revised Statutes, to the same extent as if they were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable
attorney fees that may be fixed by a judge of the court.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 20__.

PRINCIPAL'S ATTEST:

PRINCIPAL

By: _____
Attorney-in-Fact

(SEAL) Address: _____

SURETY'S ATTEST:

SURETY

By: _____
Attorney-in-Fact

(SEAL) Address: _____

PLEASE NOTE:

1. *Date of BOND must not be prior to date of CONTRACT.*
2. *If CONTRACTOR is partnership, all partners should execute BOND.*
3. *Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*
4. *Use of this form as an instrument of SURETY for this project is not mandatory. Use of other forms normally deemed acceptable in the State wherein the project is located may be allowed.*

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

MEETING DATE: 10/05/21	AGENDA ITEM: 6.E. Central Arizona Project (CAP) Municipal and Industrial Water 2022 Del Webb Delivery Agreement
DATE PREPARED: 09/30/21	DISTRICT NO.: All
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 Central Arizona Project (CAP) Municipal and Industrial Water 2022 Delivery Agreement between the City of Buckeye, an Arizona municipal corporation, and Del Webb Corporation, a Delaware corporation, for the delivery of 237 acre-feet of CAP Water to Festival Ranch; and authorizing the Mayor to execute and deliver said Agreement.

RELEVANT GOALS:

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

SUMMARY

PROJECT DESCRIPTION:

The City would like to deliver its calendar year 2022 Central Arizona Project (CAP) Municipal and Industrial (M&I) Water to Festival Ranch. The City has a calendar year 2022 CAP Municipal and Industrial (M&I) Water allocation of 237 acre-feet (237 acre-feet is more than 77 million gallons). The City provides water service to customers within the City's service area, including the Del Webb master planned community of Festival Ranch, which is located in the northern part of the City. Festival Ranch is also located immediately adjacent to the CAP canal. Festival Ranch currently arranges for delivery of other CAP Water to the Festival Ranch golf course. Festival Ranch currently operates two side by side pumps that can withdraw water from the CAP canal. One pump delivers CAP Water to the golf course lake (water is withdrawn from the lake for landscape watering). The other pump can deliver CAP Water to construction water reservoirs. Festival Ranch can use the City's 237 acre-foot CAP M&I Water allocation in 2022. Del Webb, on behalf of Festival Ranch, would like to receive delivery of the City's CAP M&I Water in 2022 for landscape watering or construction uses at Festival Ranch. Del Webb is offering to pay the City's costs for the water plus a twenty percent markup. The City delivered its 2018, 2019, 2020, and 2021 CAP Water to Festival Ranch. Prior to 2018 the City was unable to use its CAP Water for the following reasons: (a) the City does not own infrastructure to directly deliver the water to customers within the City's service area (Festival Ranch does have the infrastructure to deliver the water to the golf course lake or to construction water reservoirs); and, (b) the City cannot receive long-term storage credits (LTSCs) for recharging the water or storing it at a groundwater savings facility because the City does not have a Designation of Assured Water Supply (DAWS) [the following statutes: A.R.S. § 45-852.01(B)(1) and A.R.S. § 45-802.01(22)(c) currently prevent the City from receiving LTSCs for CAP Water because the City does not have a DAWS]. Consequently, prior to 2018 the City paid annual capital charges for the CAP Water but was unable to use the water. Staff

recommends that Council approve the CAP Water 2022 Delivery Agreement between the City and Del Webb Corporation.

BENEFITS:

The City will be able to deliver the water within its service area. Prior to 2018 the City was paying annual capital charges for the CAP Water, but was unable to use the water. Del Webb is offering to pay the 2022 CAP Capital Charges, plus a 20% markup. Del Webb is also offering to pay the 2022 CAP Municipal and Industrial Long Term Subcontract rate, plus a 20% markup. The City's total costs for the 2022 CAP Water will be \$57,354.00, but Del Webb is offering to pay the City \$68,824.80.

Therefore, Del Webb is offering to pay a markup of \$11,470.80 ($\$68,824.80 - \$57,354.00 = \$11,470.80$).

FINANCIAL IMPACT STATEMENT:

The City's total costs for the 2022 CAP Water will be \$57,354.00, but Del Webb is offering to pay the City \$68,824.80. Therefore, Del Webb is offering to pay a markup of \$11,470.80 ($\$68,824.80 - \$57,354.00 = \$11,470.80$).

CURRENT FISCAL YEAR TOTAL COST:

City of Buckeye payment to CAP for this CAP Municipal and Industrial Water: \$57,354.00

Payment by Del Webb Corporation to the City for this CAP Municipal and Industrial Water: \$68,824.80

BUDGETED:

Yes

FISCAL YEAR:

FY 2021-2022

FUND/DEPARTMENT:

Water Resources

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

ATTACHMENTS:

[Purchase_Agreement_Pulte_Buckeye_CAP_Water_2022_9_1_2021 RW 9-28-21.docx](#)

[EXHIBIT_A_Pulte_Buckeye_CAP_Water_Purchase_Agreement_9-1-21.pdf](#)

[Purchase_Agreement_Pulte_Buckeye_CAP_Water_2022_9_1_2021 RW 9-28-21.pdf](#)

CAP WATER 2022 DELIVERY AGREEMENT

This CAP Water Delivery Agreement (this “**Agreement**”) is entered into as of the _____ day of _____, 2021 (the “**Effective Date**”), between the **City of Buckeye**, an Arizona municipal corporation (“**City**”), and **Del Webb Corporation**, a Delaware corporation (“**Del Webb**”). Del Webb and City are sometimes hereinafter collectively referred to as the “**Parties**”.

RECITALS

A. City has a long-term allocation of Central Arizona Project water of 237 acre-feet (“**City’s CAP Water**”) in 2022. City is entitled to purchase and use or store the City’s CAP Water or deliver the City’s CAP Water to customers within the City’s service area.

B. City provides water service to customers within the City’s service area that includes a Del Webb master planned community known as Festival Ranch (“**Festival**”) located in the northern part of the City. Festival is also located immediately adjacent to the Central Arizona Project main canal. Festival currently arranges for delivery of the City’s 2021 CAP water and other Central Arizona Project water to the golf course within Festival.

C. City desires to deliver to Festival, for the calendar year 2022, the City’s CAP Water. Del Webb, on behalf of Festival, desires to receive delivery of the City’s CAP Water from City for the calendar year 2022 for diversion and use for landscape watering or construction uses at Festival.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein as if fully set forth in this Agreement.

2. Term and Termination. This Agreement is effective as of the Effective Date and will expire on December 31, 2022 (the “**Term**”) unless terminated sooner according to other provisions in this Agreement. The Term may be extended in writing by mutual agreement of the Parties.

3. Delivery of the City’s CAP Water. The City hereby agrees to deliver to Festival, for the calendar year 2022, the City’s CAP Water. The City will deliver the City’s CAP Water to any delivery point authorized by CAP for uses within the Festival development. The current point(s) of delivery are shown on **Exhibit A** attached hereto and incorporated herein by reference.

4. Payment for CAP Water Delivery in 2022. Del Webb shall pay to the City the following amounts for the delivery of the City's CAP Water in calendar year 2022 (the "**CAP Water Service Payments**"). Del Webb shall pay to the City Seven Thousand One Hundred Ten Dollars (\$7,110.00) no later than November 1, 2021. Del Webb shall pay to the City Seven Thousand One Hundred Ten Dollars (\$7,110.00) no later than May 1, 2022. In addition, Del Webb shall pay to the City quarterly payments due no later than January 1, 2022, April 1, 2022, July 1, 2022, and October 1, 2022, each in an amount equal to \$230.40 per acre-foot for each acre-foot of water ordered by Del Webb for delivery in the first, second, third, and fourth quarters of calendar year 2022. For example, if Del Webb orders a total of 100 acre-feet of City CAP Water for delivery in the first quarter period of January 1, 2021 through March 31, 2021, then Del Webb's January 1, 2021 payment would be \$23,040.00. The foregoing CAP Water Service Payments are one hundred twenty percent (120%) of the capital charges and delivery rates published by the Central Arizona Water Conservation District ("**CAWCD**") June 10, 2021. If CAWCD approves different final rates for 2022 capital charges and delivery rates, then the amounts in this paragraph will be adjusted to one hundred twenty percent (120%) of the updated final rates. In the event Del Webb does not pay the initial CAP Water Service Payment by November 1, 2021, this Agreement shall automatically terminate, and City shall have no liability as a result of such termination.

5. Scheduling Water for Delivery. On or before October 1, 2021, Del Webb will provide City with a monthly delivery schedule for the City's CAP Water that specifies the monthly amounts of water to be delivered to the point(s) of delivery as described in Paragraph 3 above. On or before October 1, 2021, City shall submit the requested delivery schedule to CAP.

6. Changes to Submitted CAP Delivery Schedule. Del Webb and City will work together in good faith to make mid-year changes to the water delivery schedule submitted to CAP in order to allow Del Webb, to the extent reasonably practical, to fully utilize the City's CAP Water.

7. Water Delivered "As Is." Del Webb acknowledges and agrees that the City's CAP Water will be delivered to Festival to the points of delivery described in Paragraph 3 above in an "as is" condition. The City makes no representations or warranties as to water quality of the City's CAP Water.

8. Reporting Requirements and Fees. The City shall be responsible for all reporting requirements for the City's delivery of the City's CAP Water with any applicable government agency. Del Webb shall be responsible for all reporting requirements for its annual water use. Each Party shall bear its own costs for fees and expenses associated with its respective governmental reporting obligations. The obligations in this Paragraph 8 shall survive the termination or expiration of this Agreement.

9. Representations and Warranties of City. City represents and warrants to, and covenants with, Del Webb that, as of the Effective Date and throughout the Term of this Agreement:

i. Mayor and Council Approval. The Mayor and Council of the City have approved this Agreement at a duly noticed public meeting and have authorized the execution and delivery of this Agreement.

ii. Compliance with Legal Requirements. City has complied fully with all requirements of all applicable laws, rules and regulations in connection with the delivery and use of the City's CAP Water.

10. Representations and Warranties of Del Webb. Del Webb represents and warrants to, and covenants with, City that, as of the Effective Date, Del Webb is a duly formed, validly existing corporation under the laws of the State of Delaware and is in good standing under the laws of the State of Arizona, and the individual(s) executing this Agreement on Del Webb's behalf are authorized and empowered to execute this Agreement and bind Del Webb thereto.

11. No Brokers. The Parties hereby represent to each other that no brokers or real estate agents were used in arranging the transactions herein, and no commissions are due to any person as a result thereof.

12. Time. Time is of the essence in this Agreement.

13. Governing Law. The Parties acknowledge and agree this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, with venue in the Maricopa County Superior Court.

14. Entire Agreement. This Agreement constitutes the entire agreement of the Parties. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written are hereby superseded and merged herein.

15. Modification or Waiver. This Agreement shall not be modified, extended, or waived in whole or in part except by written instrument executed by both Parties and adopted in the manner in which this Agreement was adopted.

16. Notice. Notice shall be in writing and hand-delivered, deposited with a national overnight delivery service or sent by certified United States mail, postage prepaid, return receipt requested, as follows:

If to City:	City Manager City of Buckeye 530 E. Monroe Ave. Buckeye, Arizona 85326 Phone: (623) 349-6994
-------------	--

With a copy to:

City Attorney
City of Buckeye
530 E. Monroe Ave.
Buckeye, Arizona 85326

If to Del Webb: Vice-President of Land Acquisition
Del Webb Corporation
16767 N. Perimeter Dr.
Scottsdale, Arizona 85260

With a copy to:

Regional Counsel
Del Webb Corporation
16767 N. Perimeter Dr.
Scottsdale, Arizona 85260
Christopher.Ward@pultegroup.com

or to such other address as either Party may from time to time designate in writing and delivered in like manner. Notice shall be deemed delivered upon actual delivery, if hand-delivered; or one (1) business day after deposit with a national overnight delivery service; or the earlier of actual delivery or seventy-two (72) hours following deposit in the United States mail as set forth above.

17. Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511, as amended.

18. Non-Discrimination. The Parties agree not to discriminate against any person on the basis of race, color, religion, age, gender, or national origin in the performance of this Agreement, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Del Webb have executed this Agreement as of the Effective Date herein.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

CITY:

CITY OF BUCKEYE, an Arizona municipal corporation

By: _____
Eric Orsborn, Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

DEL WEBB CORPORATION, a Delaware corporation

By: _____
D. Christopher Ward
Its: Vice President

EXHIBIT A

Current Point(s) of Delivery of City's CAP Water

See following page.



CITY OF BUCKEYE WATER RESOURCES

EXHIBIT A

 Current Point(s) of Delivery of City's CAP Water



CAP WATER 2022 DELIVERY AGREEMENT

This CAP Water Delivery Agreement (this “**Agreement**”) is entered into as of the _____ day of _____, 2021 (the “**Effective Date**”), between the **City of Buckeye**, an Arizona municipal corporation (“**City**”), and **Del Webb Corporation**, a Delaware corporation (“**Del Webb**”). Del Webb and City are sometimes hereinafter collectively referred to as the “**Parties**”.

RECITALS

A. City has a long-term allocation of Central Arizona Project water of 237 acre-feet (“**City’s CAP Water**”) in 2022. City is entitled to purchase and use or store the City’s CAP Water or deliver the City’s CAP Water to customers within the City’s service area.

B. City provides water service to customers within the City’s service area that includes a Del Webb master planned community known as Festival Ranch (“**Festival**”) located in the northern part of the City. Festival is also located immediately adjacent to the Central Arizona Project main canal. Festival currently arranges for delivery of the City’s 2021 CAP water and other Central Arizona Project water to the golf course within Festival.

C. City desires to deliver to Festival, for the calendar year 2022, the City’s CAP Water. Del Webb, on behalf of Festival, desires to receive delivery of the City’s CAP Water from City for the calendar year 2022 for diversion and use for landscape watering or construction uses at Festival.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein as if fully set forth in this Agreement.

2. Term and Termination. This Agreement is effective as of the Effective Date and will expire on December 31, 2022 (the “**Term**”) unless terminated sooner according to other provisions in this Agreement. The Term may be extended in writing by mutual agreement of the Parties.

3. Delivery of the City’s CAP Water. The City hereby agrees to deliver to Festival, for the calendar year 2022, the City’s CAP Water. The City will deliver the City’s CAP Water to any delivery point authorized by CAP for uses within the Festival development. The current point(s) of delivery are shown on **Exhibit A** attached hereto and incorporated herein by reference.

4. Payment for CAP Water Delivery in 2022. Del Webb shall pay to the City the following amounts for the delivery of the City's CAP Water in calendar year 2022 (the "**CAP Water Service Payments**"). Del Webb shall pay to the City Seven Thousand One Hundred Ten Dollars (\$7,110.00) no later than November 1, 2021. Del Webb shall pay to the City Seven Thousand One Hundred Ten Dollars (\$7,110.00) no later than May 1, 2022. In addition, Del Webb shall pay to the City quarterly payments due no later than January 1, 2022, April 1, 2022, July 1, 2022, and October 1, 2022, each in an amount equal to \$230.40 per acre-foot for each acre-foot of water ordered by Del Webb for delivery in the first, second, third, and fourth quarters of calendar year 2022. For example, if Del Webb orders a total of 100 acre-feet of City CAP Water for delivery in the first quarter period of January 1, 2021 through March 31, 2021, then Del Webb's January 1, 2021 payment would be \$23,040.00. The foregoing CAP Water Service Payments are one hundred twenty percent (120%) of the capital charges and delivery rates published by the Central Arizona Water Conservation District ("**CAWCD**") June 10, 2021. If CAWCD approves different final rates for 2022 capital charges and delivery rates, then the amounts in this paragraph will be adjusted to one hundred twenty percent (120%) of the updated final rates. In the event Del Webb does not pay the initial CAP Water Service Payment by November 1, 2021, this Agreement shall automatically terminate, and City shall have no liability as a result of such termination.

5. Scheduling Water for Delivery. On or before October 1, 2021, Del Webb will provide City with a monthly delivery schedule for the City's CAP Water that specifies the monthly amounts of water to be delivered to the point(s) of delivery as described in Paragraph 3 above. On or before October 1, 2021, City shall submit the requested delivery schedule to CAP.

6. Changes to Submitted CAP Delivery Schedule. Del Webb and City will work together in good faith to make mid-year changes to the water delivery schedule submitted to CAP in order to allow Del Webb, to the extent reasonably practical, to fully utilize the City's CAP Water.

7. Water Delivered "As Is." Del Webb acknowledges and agrees that the City's CAP Water will be delivered to Festival to the points of delivery described in Paragraph 3 above in an "as is" condition. The City makes no representations or warranties as to water quality of the City's CAP Water.

8. Reporting Requirements and Fees. The City shall be responsible for all reporting requirements for the City's delivery of the City's CAP Water with any applicable government agency. Del Webb shall be responsible for all reporting requirements for its annual water use. Each Party shall bear its own costs for fees and expenses associated with its respective governmental reporting obligations. The obligations in this Paragraph 8 shall survive the termination or expiration of this Agreement.

9. Representations and Warranties of City. City represents and warrants to, and covenants with, Del Webb that, as of the Effective Date and throughout the Term of this Agreement:

i. Mayor and Council Approval. The Mayor and Council of the City have approved this Agreement at a duly noticed public meeting and have authorized the execution and delivery of this Agreement.

ii. Compliance with Legal Requirements. City has complied fully with all requirements of all applicable laws, rules and regulations in connection with the delivery and use of the City's CAP Water.

10. Representations and Warranties of Del Webb. Del Webb represents and warrants to, and covenants with, City that, as of the Effective Date, Del Webb is a duly formed, validly existing corporation under the laws of the State of Delaware and is in good standing under the laws of the State of Arizona, and the individual(s) executing this Agreement on Del Webb's behalf are authorized and empowered to execute this Agreement and bind Del Webb thereto.

11. No Brokers. The Parties hereby represent to each other that no brokers or real estate agents were used in arranging the transactions herein, and no commissions are due to any person as a result thereof.

12. Time. Time is of the essence in this Agreement.

13. Governing Law. The Parties acknowledge and agree this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, with venue in the Maricopa County Superior Court.

14. Entire Agreement. This Agreement constitutes the entire agreement of the Parties. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written are hereby superseded and merged herein.

15. Modification or Waiver. This Agreement shall not be modified, extended, or waived in whole or in part except by written instrument executed by both Parties and adopted in the manner in which this Agreement was adopted.

16. Notice. Notice shall be in writing and hand-delivered, deposited with a national overnight delivery service or sent by certified United States mail, postage prepaid, return receipt requested, as follows:

If to City:	City Manager
	City of Buckeye
	530 E. Monroe Ave.
	Buckeye, Arizona 85326
	Phone: (623) 349-6994

With a copy to:

City Attorney
City of Buckeye
530 E. Monroe Ave.
Buckeye, Arizona 85326

If to Del Webb: Vice-President of Land Acquisition
Del Webb Corporation
16767 N. Perimeter Dr.
Scottsdale, Arizona 85260

With a copy to:

Regional Counsel
Del Webb Corporation
16767 N. Perimeter Dr.
Scottsdale, Arizona 85260
Christopher.Ward@pultegroup.com

or to such other address as either Party may from time to time designate in writing and delivered in like manner. Notice shall be deemed delivered upon actual delivery, if hand-delivered; or one (1) business day after deposit with a national overnight delivery service; or the earlier of actual delivery or seventy-two (72) hours following deposit in the United States mail as set forth above.

17. Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511, as amended.

18. Non-Discrimination. The Parties agree not to discriminate against any person on the basis of race, color, religion, age, gender, or national origin in the performance of this Agreement, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Del Webb have executed this Agreement as of the Effective Date herein.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

CITY:

CITY OF BUCKEYE, an Arizona municipal corporation

By: _____
Eric Orsborn, Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

DEL WEBB CORPORATION, a Delaware corporation

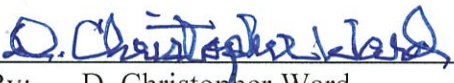

By: D. Christopher Ward
Its: Vice President

EXHIBIT A

Current Point(s) of Delivery of City's CAP Water

See following page.



EXHIBIT A

Current Point(s) of Delivery of City's CAP Water



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

MEETING DATE: 10/05/21	AGENDA ITEM: 6.F. Lease Renewal NWSkysports
DATE PREPARED: 09/30/21	DISTRICT NO.: 1
STAFF LIAISON: Jeff Webbe, Airport Coordinator, jwebbe@buckeyeaz.gov, (623) 695-4555	
DEPARTMENT: Economic Development	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on the Airport Property Lease Agreement between the City of Buckeye, an Arizona municipal corporation, and NWSkysports, a sole proprietorship; and authorizing the Mayor to execute and deliver said agreement.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

SUMMARY

PROJECT DESCRIPTION:

Owner of NWSkysports , current tenant of Buckeye Municipal Airport, desires to renew their lease agreement by one (1) year with options consisting of (2) additional periods of one (1) year each.

BENEFITS:

NWSkysports provides an aeronautical service to both the aviation and non-aviation community by providing recreational glider rides to individuals, and flight instruction for aspiring glider pilots. This aeronautical activity highlights and features the Buckeye Municipal Airport bringing visibility to the airport while generating revenue for the airport from the leased office space.

FUTURE ACTION:

Manage the lease agreement throughout the terms of the agreement.

FINANCIAL IMPACT STATEMENT:

Airport revenue of \$476.28 from the leased office space.

BUDGETED:

Yes

FISCAL YEAR:

2022

FUND/DEPARTMENT:

40103200-413131

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

ATTACHMENTS:

CITY OF BUCKEYE
AIRPORT PROPERTY LEASE AGREEMENT

with

NWSkysports

Effective Date: November 1, 2021

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page No.</u>
1.	LEASE.....	1
2.	TERM.	3
3.	NONEXCLUSIVE RIGHTS.....	3
4.	RENT.	3
5.	PERFORMANCE GUARANTEE.	5
6.	AIRCRAFT OPERATIONS GUIDELINES.	5
7.	IMPROVEMENTS.....	5
8.	MAINTENANCE.....	6
9.	ASSIGNMENT, SUBLETTING AND OTHER TRANSFERS.	7
10.	IDENTIFICATION SIGNS.....	7
11.	DEFAULT; TERMINATION BY LESSOR.....	8
12.	ASSUMPTION OF CRITICAL OPERATIONS.	9
13.	INDEMNIFICATION.	10
14.	ENVIRONMENTAL PROTECTION.....	10
15.	PROTECTION OF WETLANDS.	15
16.	SPECIAL PROVISIONS.	15
17.	INSURANCE.....	15
18.	SURRENDER OF POSSESSION.	16
19.	INSPECTION BY LESSOR.	16
20.	NOTICES.	16
21.	SEVERABILITY.....	17
22.	SALES AND PROPERTY TAXES.	17
23.	APPROVALS, CONSENTS AND NOTICES.	17
24.	LIENS AND MORTGAGES.....	17
25.	GOVERNING LAW; ATTORNEY'S FEES.....	20
26.	RULES AND REGULATIONS.	21
27.	CORPORATE AUTHORIZATION.....	21
28.	UTILITY LINES AND SERVICE CHARGES.	21
29.	RESERVATIONS TO LESSOR.....	21
30.	FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS.	22
31.	[RESERVED].	23
32.	REQUIRED PROVISIONS..	23
33.	ARCHEOLOGICAL OR CULTURAL RESOURCES.	24
34.	AIRPORT SECURITY [If applicable.].	24
35.	DEFAULT BY LESSOR.....	24
36.	BROKERS.....	24
37.	SALE BY LESSOR.....	24
38.	ESTOPPEL CERTIFICATE.	24
39.	MISCELLANEOUS.	25
40.	INCORPORATION OF RECITALS.....	25
	Exhibit A (Description of Premises)	A-1
	Exhibit B (Airport Rates & Charges Schedule)	B-1
	Exhibit C (Aircraft Operations)	C-1
	Exhibit D (Airport Minimum Standards and Rules and Regulations)	D-1
	Exhibit E (Storm Water Permit Compliance)	E-1

AIRPORT PROPERTY LEASE AGREEMENT

This Property Lease Agreement (the "Lease") is executed to be effective the First (1st) day of November 2021 (the "Effective Date") between the CITY OF BUCKEYE, an Arizona municipal corporation ("Lessor"), and NWSkysports, a sole proprietorship ("Lessee"). Lessor and Lessee may be referred to jointly as "Parties," and each separately may be referred to as a "Party."

WITNESSETH:

WHEREAS, Lessor is the owner and operator of the Buckeye Municipal Airport generally located at the intersection of Yuma and South Palo Verde Road, City of Buckeye, Maricopa County, Arizona (the "Airport"); and

WHEREAS, Lessor has the right to lease, license and grant the use of property and facilities on the Airport and has full power and authority to enter into this Lease in respect thereof; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, that certain real property at the Airport located at 3000 South Palo Verde Road, and described as AIRPORT TERMINAL BUILDING ROOM #2, consisting of a total of approximately ONE-HUNDRED FORTY-SEVEN (147) square feet of office space for flight instruction and administrative Operations as set forth in Exhibit A attached hereto (the "Premises"); and

WHEREAS, Lessor desires to lease the Premises to Lessee on the terms and conditions set forth herein;

NOW THEREFORE, In consideration of the foregoing and of the mutual covenants and agreements herein contained, the Parties do hereby undertake, promise and agree, each for itself and its successors and assigns, as follows:

1. LEASE.

Lessor hereby leases the Premises to Lessee, subject to all easements and rights of way that may encumber the Premises, and further subject to all operational and use restrictions and other terms and conditions set forth in this Lease.

1.1 Right to Use Premises. Lessor agrees that so long as Lessee shall timely pay the Base Rent and other charges required to be paid hereunder, and perform all of its other obligations under this Lease, Lessee shall peaceably have and enjoy the use of the Premises without hindrance from Lessor. Lessee specially acknowledges that Lessee has inspected the Premises prior to entering into this Lease and agrees to accept the Premises in an "as is, where is" condition without any warranty or representation from Lessor, either express or implied, of any kind or nature whatsoever with respect to the Premises, including, but not limited to, any warranty of merchantability, habitability, or fitness for any particular or specific purpose, and all such warranties are hereby disclaimed. Should Lessee desire any inspection report, environmental assessment, survey, creation of a legal description, drainage report, or any similar study, Lessee shall be responsible for the same at Lessee's sole expense.

1.2 Substitution of Premises. In addition to Lessor's other rights set forth in this Lease, Lessor has the right (but not the obligation) to substitute Comparable Areas for all or any portion of the Premises, and any additions, alternations or improvements thereon, should Lessor, in its reasonable discretion, determine that taking of the Premises, any portion thereof or any improvement thereon, is required for other Airport purposes, and there exists no appropriate alternative. In the event Lessor makes the determination

to exercise its rights to substitute, all title, right and interest to the portion of the Premises taken shall immediately vest in Lessor. Furthermore, Lessor may require Lessee to vacate any portion or all of the Premises taken. For the purposes of this Section 1.2, the term “Comparable Areas” is defined to mean other facilities at the Airport, or any additions or extensions thereof, similar in size to the Premises, brought to the same level of improvement as the Premises and having the same or similar usefulness to Lessee as the portion taken. Lessor shall bear all expenses of bringing the substituted area to the same level of improvement as the Premises, and of moving Lessee’s improvements, equipment, furniture and fixtures to the substituted area. If any of Lessee’s improvements, equipment, furniture or fixtures cannot be relocated, Lessor shall replace, at Lessor’s expense, such non-relocatable improvements and other property with comparable property in the Premises, and Lessor shall be deemed the owner of the non-relocated improvements and other property, free and clear of all claims of any interest or title therein by Lessee, or any other third party whomsoever. It is the specific intent of this Section 1.2 that Lessee be placed, to the extent possible, in the same position it would have been, had Lessor not substituted new premises for the Premises; provided, however, that Lessor shall not be obligated to reimburse Lessee for any damages, including lost profits or revenues, due to such substitution. Notwithstanding the foregoing, Lessor shall use reasonable efforts to avoid disruption to Lessee’s business.

1.3 Access. Lessee is granted the right of reasonable access to and from the Premises via such portions of the Airport as are or may be necessary to allow Lessor’s conduct its business operations permitted herein at and on the Premises. Lessor reserves the right to designate the location of such access and to change its location from time to time, as Lessor deems reasonably necessary and appropriate.

1.4 Permitted Uses. Subject to the provisions of this Section 1.4, Lessee may use the Premises as a classroom for ground instruction and administrative purposes.

1.5 Prohibited Activities. Lessee shall not use or permit its agents, employees, contractors, invitees, licensees or customers to use the Premises or the Airport for any use that is in violation of the Airport Rules and Regulations, the Airport Minimum Standards, any matters of record, or applicable laws, rules, regulations and operating policies of any governmental authority, including Lessor, or for any other activity or operation that does not have advance, written approval of Lessor’s Airport Manager. Lessee’s use of the Premises is subject to all applicable laws, rules and regulations of any governmental authority, and to Lessee’s compliance with the Airport Minimum Standards and Lessor’s applicable code and regulations. Lessee shall not perform maintenance or repairs that would include use or exposure of petroleum products (oil, fuel, hydraulics, etc.) within the hangar. All such activities shall only be permitted outside of the hangar in a designated as determined by mutual agreement of the Lessor and Lessee.

1.6 Continuous Operation. Upon commencement of business operations at and on the Premises, Lessee shall designate an on-site manager for the term of this Lease who shall be available to Lessor and Lessee’s customers during normal business hours. Lessee also shall provide its services and operate its business, at a minimum, during normal business days, and otherwise as necessary to accommodate customer and special event requirements.

1.7 Lessee Acknowledgement. Lessee acknowledges and agrees that its obligations to pay Base Rent and all other charges due and owing under the terms hereof shall be absolute and unconditional, and shall not be affected by any circumstances whatsoever, including, without limitation: (i) any set-off, counterclaim, recoupment, defense or other right which Lessee may have against Lessor or the United States of America or anyone else for any reason whatsoever; (ii) any liens, encumbrances or rights of others with respect to the Premises; (iii) the invalidity or unenforceability or lack of due authorization or other infirmity of this Lease or any lack of right, power or authority of Lessor or Lessee to enter into this Lease; (iv) any insolvency, bankruptcy, reorganization or similar proceedings by or against Lessee, or any other person; or

(v) any other cause, whether similar or dissimilar to the foregoing, any future or present law notwithstanding, it being the intention of the Parties hereto that all rent being payable by Lessee hereunder shall continue to be payable in all events and in the manner and at the times provided herein.

2. TERM.

2.1 Initial Term. The term of this Lease shall be for a period of ONE (1) year, commencing at 12:00 A.M. on the Effective Date, November 1, 2021, and terminating 11.59 P.M. on October 31, 2022 thereafter (the "Term").

2.2 Renewal Term(s). Provided Lessee is not then in default of this Lease and subject to approval of Lessor, Lessee shall have the option of extending the Term for TWO (2) additional periods of ONE (1) year each (an "Extension"). Lessee may exercise an Extension by giving written notice to Lessor of its desire to do so no later than sixty (60) days prior to the expiration of the Term, as set forth in Section 2.1 herein. If Lessee has properly notified Lessor of its desire to exercise an Extension and Lessor approves in writing, then Lessee's Extension of the Term of this Lease shall become effective and all references herein to the "Term" shall mean the initial term as extended.

3. NONEXCLUSIVE RIGHTS.

Lessee shall have the exclusive right to occupy and use the Premises while in compliance with the terms and conditions of this Lease. All other rights granted to Lessee under this Lease are nonexclusive. Lessor may, in its sole discretion and at any time, permit third parties to conduct any and all business activities at the Airport that Lessor deems appropriate, or conduct such activities itself, provided that such activities do not require or materially interfere with Lessee's use of the Premises.

4. RENT.

4.1 Base Rent. Lessee agrees to pay Lessor rental for the use of the Premises the annual amount of FOUR-HUNDRED SEVENTY-SIX DOLLARS AND TWENTY-EIGHT CENTS (\$476.28) (or approximately TWENTY-SEVEN CENTS (\$0.27) per square foot per month) for the Terminal Building Room #2 space, payable in monthly installments of THIRTY-NINE DOLLARS AND SIXTY-NINE CENTS (\$39.69) (the Base Rent). The Base Rent shall be payable in advance and without any prior demand therefor and without any abatement, deductions or set-offs whatsoever, and tendered in lawful currency of the United States, either by check or electronic transfer.

- (a) Lessee shall receive credit against the Base Rent for Lessee funds expended on improvements and repairs to the Premises with the prior written permission of the Public Works Director, provided the Public Works Director finds the improvements and repairs are reasonable in his professional opinion, Lessee provides quotes for repairs prior to executing any work, and Lessee provides paid invoices reflecting the expenditures of funds related to the necessary repairs to the Premises.
- (b) Lessee shall only pay for the premises as described in Section 4.1 above as part of the rent to the Lessor. Lessee shall pay all other fees as listed in the Airport Schedule of Fees in Exhibit B of this agreement, including, but not limited to Fuel Flowage, FBO and/or SASO permits, aircraft storage (outside of leased hangar space), etc.

4.2 CPI Increases. The annual Base Rent paid by Lessee shall be increased (but never decreased) on every TWELVE (12) month anniversary of the Effective Date of this Lease by the percentage

equal to the greater of THREE PERCENT (3%) or the percentage that the Consumer Price Index (CPI) (as defined below) increased during the immediately preceding twelve (12) month period ending ninety (90) days prior to the adjustment period; except, however, that in no case shall any single, 12-month rate of increase exceed FIVE PERCENT (5%). For purposes of this Lease, CPI means the United States Department of Labor, Bureau of Statistics Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average (1982-1984=100). If at any time CPI ceases to exist, Lessor may substitute any official index published by the Bureau of Labor Statistics or by a successor or similar government agency as may then exist and which in Lessor's reasonable business judgment shall be most nearly equivalent to the CPI.

4.3 Market Adjustments to Base Rent. *Reserved*

4.4 Airport Rates and Charges Schedule. Lessee or its subtenants, as applicable, shall pay the most current Airport Rates and Charges at the time of receipt of service or use of covered facilities and/or services unless specifically outlined in this Lease. The current Airport Rates and Charges Schedule is included as Exhibit B and is subject to change without prior notice or approval of Lessee. Lessee acknowledges and agrees that Lessor may amend the Airport Rates and Charges Schedule at any time at Lessor's sole discretion, and that no fee shall apply to the use of the Premises or access to the Premises.

4.5 Payment.

4.5.1 The first payment of Base Rent shall be paid upon the delivery of this Lease, for the period from the Effective Date until the end of the calendar month in which the Effective Date occurs, prorated on the basis of the number of such days to the total number of days in said month. Thereafter all Base Rent payments shall be paid in monthly installments, in advance, on the first day of each calendar month (the "Base Rent Due Date"). On each such date, Lessee shall pay the full Base Rent payment.

4.5.2 No payment to or receipt by Lessor of a lesser amount than that which is due and payable under the provisions of this Lease at the time of such payment shall be deemed to be other than a payment on account of the earliest payment due, nor shall any endorsement or statement on any check or payment prejudice in any way Lessor's right to recover the balance of such payment or pursue any other remedy provided in this Lease or by law.

4.5.3 All payments and reports required by this Section 4.5 shall be remitted to the following address by the due date(s) specified hereinabove:

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Facsimile: (623) 349-6000
Attn: Finance Department - Airport

or such other address specified in writing by Lessor to Lessee.

4.6 Finance Charges and Late Fees. If Lessee fails to pay any installment of Base Rent or any other charge due and owing to Lessor in full on or before the applicable due date, Lessee shall be responsible for interest on the unpaid installment at the rate of eighteen percent (18%) per annum from the due date until payment in full is made. In addition, in the event any installment of Base Rent is paid more than ten (10) days after the due date, a late penalty of ten percent (10%) of the amount of such delinquent Base Rent installment shall be due and payable in addition thereto.

4.7 **Taxes.** In the event any governmental authority shall impose a tax or imposition based upon any Base Rent payments or any other sums paid or owing hereunder or the receipt of such payments by Lessor, then Lessee shall pay such amounts to Lessor at the same time and in addition to payments hereunder, which amounts may include, but are not limited to, any or all rental, transaction privilege, sales, excise or other similar tax except income taxes. Lessee's obligation to pay such amounts together with any interest thereon and/or penalties therefor, shall survive the termination of this Lease.

4.8 **Survival.** Lessee's obligation to pay all amounts stated herein, together with any interest thereon and/or penalties therefor, shall survive the termination of this Lease.

5. PERFORMANCE GUARANTEE.

5.1 On or before the Effective Date, Lessee shall pay to Lessor an amount equivalent to two (2) months Base Rent, or SEVENTY-THREE DOLLARS AND FIFTY CENTS (\$73.50), as a security deposit to insure the faithful performance of all of Lessee's obligations hereunder (the "Performance Guarantee"). The Performance Guarantee shall be adjusted annually, as required, and Concessionaire shall pay Lessor, within five (5) business days of Airport Manager's written request therefor, such additional monies as may be necessary to maintain the Performance Guarantee as a sum equal to two (2) month's Base Rent.

5.2 The Performance Guarantee, at the election of Lessor, may be applied in reduction of any loss and/or damage sustained by Lessor by reason of the occurrence of any breach, nonperformance or default by Lessee under this Lease without the waiver of any other right or remedy available to Lessor at law, in equity or under the terms of this Lease. If any portion of the security deposit is so used or applied, Lessee shall, within five (5) days after written notice from Lessor, deposit with Lessor immediately available funds in an amount sufficient to restore the security deposit to its original amount. In the event of a sale or other transfer of the Premises by Lessor, Lessor shall transfer the remaining balance (if any) of the Performance Guarantee to Lessor's successor in interest, whereupon the transferor Lessor shall be released from liability to Lessee for the return of such Performance Guarantee. Unless this Lease is terminated as a result of Lessee's default, upon termination, Lessor shall return to Lessee all portions of the Performance Guarantee which were not applied by Lessor as permitted above. Lessor shall have no obligation to maintain a separate account for such security deposit and shall have no obligation to pay interest thereon.

6. AIRCRAFT OPERATIONS GUIDELINES.

If and to the extent that Lessee operates aircraft at or on the Airport, Lessee shall be subject to the provisions of Exhibit C. If any subtenant of Lessee on or at the Premises operates aircraft at the Airport, such subtenant also shall be subject to the provisions of Exhibit C, which Lessor may enforce directly against such subtenant.

7. IMPROVEMENTS.

7.1 Construction by Lessee. *Reserved.*

7.2 Construction Milestones. *Reserved.*

7.3 No Alterations. Lessee shall make no exterior improvements or alterations to the Premises during the Term of this Lease without the prior written permission of Lessor, which shall not be unreasonably withheld or delayed and, if and to the extent applicable, without the approval by Lessor's Design Review Committee. Lessee shall provide Lessor with electronic as-built drawings (or their

equivalent) when any improvement or alteration is completed for which such drawings are reasonably required

7.4 Title to Alterations and Improvements. Title to all improvements and alterations on the Premises (but not personal property or trade fixtures) shall vest in Lessor upon the expiration of this Lease, and Lessee agrees to execute and deliver to Lessor, within ten (10) days after Lessor's request therefor, a quitclaim deed confirming that title to such improvement and alterations is vested in Lessor.

7.5 Mechanics' Liens. Lessee shall keep the Premises and any/all improvements constructed by Lessee thereon free of any mechanic or materialmen's liens. In the event that any such lien is filed, Lessee shall, at its sole cost, cause such lien to be removed from the Premises by bonding or otherwise within thirty (30) days of notice thereof.

7.6 Permit Required. Lessee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable. All structural, electrical, plumbing or mechanical construction or reconstruction shall conform to City of Buckeye (the "City") construction and technical codes. No such work shall be commenced without first submitting required plans and obtaining required permits from the City. All such work shall be permitted, inspected and approved by the City prior to concealment or use. Lessee shall provide to Lessor a contemporaneous copy of Lessee's permit application and the associated plans and specifications.

7.7 Damage or Destruction. Lessee shall maintain insurance on the Premises and all improvements and personal property located on and within the Premises. In the event that all or any portion of the Premises is destroyed or rendered unusable, Lessee shall be entitled to replace, repair, restore, modify or improve the Premises, subject to the provisions of Section 7.6, using insurance proceeds together with any additional funds from other available sources, or, alternatively, Lessee shall pay the replacement cost of the Premises to Lessor.

7.8 Fire Department Approval. Lessee shall provide for approval of the City Fire Marshall a fire protection plan for the premises prior to commencing operations. The Fire Marshall has provided guidance to the Lessee for the proper protection of the premises prior to the execution of this lease. The Lessee shall maintain the approved fire protection plan throughout the life of the lease.

8. MAINTENANCE.

8.1 Maintenance by Lessee. Lessee shall, at its sole cost and expense, keep the Premises and all improvements therein in a neat and clean condition and in good order, condition and repair. Lessee shall prepare, maintain and follow a preventative maintenance schedule for all mechanical, electrical, plumbing, drain, piping and air conditioning systems on the Premises, and, upon request, provide a copy of such schedule to Lessor and, if required by Lessor, a list of the dates on which such maintenance was actually done.

8.2 Damage to Lessor Property. Any real or personal property of Lessor damaged or destroyed by Lessee as a result of Lessee's use or occupancy of the Premises shall be promptly repaired or replaced by Lessee to the satisfaction of Lessor. In lieu of such repair or replacement, where required by Lessor, Lessee shall pay to Lessor an amount sufficient to compensate for the loss sustained by Lessor.

8.3 Trash Removal. Lessee shall at all times keep the Premises in a neat, clean, safe, sanitary and orderly condition and shall keep such area free of all trash and debris. Lessee shall be responsible for all trash removal from the Premises. Such trash removal shall be performed on a not less than weekly basis,

and all trash shall be disposed of off the Airport. Prior to its removal from the Airport, Lessee shall deposit all trash and debris only at collection stations located on the Premises, in accordance with City code.

8.4 Emergency Repairs. Within fifteen (15) days of the Effective Date, Lessee shall provide Lessor with a list of names and telephone numbers for 24-hour emergency contact for the Premises. Lessee shall promptly provide Lessor with updated lists and changes as necessary.

9. ASSIGNMENT, SUBLETTING AND OTHER TRANSFERS.

9.1 Right to Transfer. Lessee may freely transfer, assign, encumber, pledge or hypothecate its interest in this Lease or any right or interest hereunder, or sublet the Premises or any part thereof, without the prior consent of Lessor; provided, however, any assignment other than an assignment as security in conjunction with or as part of a mortgage or deed of trust or an assignment by means of a foreclosure or trustee's sale thereunder shall require Lessor's reasonable prior written consent. In the case of an assignment (other than an assignment as security), the assignee must expressly assume in writing all of Lessee's obligations under this Lease, and in the case of a sublease, the sublease shall expressly provide that it is subject to all of the terms and conditions of this Lease. Upon an assignment of all of its interest in this Lease, the assignor shall be released from all liability and obligation under this Lease from and after the effective date of the assignment.

9.2 Consent Not Required. Lessee may, without Lessor's consent, cause a Transfer to an Affiliate (as hereinafter defined) if Lessee: (i) notifies Lessor at least thirty (30) days prior to such transfer; (ii) delivers to Lessor, at the time of Lessee's notice, current financial statements of Lessee and the proposed transferee that are reasonably acceptable to Lessor; and (iii) the transferee assumes and agrees in writing to perform Lessee's obligations under this Lease. For purposes of this paragraph, "Affiliate" means any person or entity that, directly or indirectly, controls, is controlled by or is under common control with Lessee. For purposes of this definition, "control" shall mean possessing the power to direct or cause the direction of the management and policies of the entity by the ownership of a majority of the voting securities of the entity.

9.3 Deemed Transfers. For the purposes of this Lease, a Transfer shall be deemed to include the following: (i) if Lessee is a corporation, partnership, limited liability company, or other legal entity, the transfer of any ownership interest in such entity resulting in a change in the present control of such entity by the person or persons owning a majority of the ownership interest thereof as of the date of this Lease; provided, however, if Lessee is a corporation whose stock is traded on a nationally recognized stock exchange, the transfer of Lessee's stock shall not constitute a Transfer requiring Lessor's consent; or (ii) the sale of twenty-five percent (25%) or more in value of the assets of Lessee.

9.4 Non-Disturbance. Lessor agrees, for the benefit of all subtenants of all or any part of the Premises, that if this Lease or Lessee's right to possession of the Premises is terminated for default or otherwise, all subleases of all or any part of the Premises, except any sublease to an affiliate of Lessee, shall continue in full force and effect notwithstanding the termination as direct leases between Lessor and the subtenants and all such subtenants upon request shall attorn in writing to Lessor.

10. IDENTIFICATION SIGNS.

Lessee may install on the Premises, a sign or signs identifying its business, provided, however, that the general type, size, and location of such sign(s) shall conform to Lessor's Comprehensive Sign Plan, be approved in writing by Lessor in advance of installation and be subject to any signage rules, codes and/or regulations of any governmental authority.

11. DEFAULT; TERMINATION BY LESSOR.

11.1 Events of Default. Each of the following shall constitute a material default of this Lease by Lessee (an "Event of Default"):

11.1.1 The failure of Lessee to pay any installment of Base Rent or any other amount due from Lessee hereunder, provided that Lessee does not cure such failure within ten (10) business days after delivery by Lessor of a written notice of such failure.

11.1.2 The failure of Lessee to perform any of its other obligations under this Lease, provided that Lessee does not cure such failure within thirty (30) calendar days after delivery by Lessor of a written notice of such default; provided, however, if a cure of the default reasonably requires more than thirty (30) calendar days to complete, then the time to cure shall be extended so long as the cure is being diligently pursued.

11.1.3 The filing of any mechanic's, materialmen's or other lien or any kind against the Premises because of any act or omission of Lessee which lien is not discharged, by bonding or otherwise, within thirty (30) days of receipt of actual notice thereof by Lessee.

11.2 Lessor's Remedies. Upon the occurrence of an Event of Default under this Lease, Lessor may, without prejudice to any other rights and remedies available to a Lessor at law, in equity or by statute, but subject to the provisions of Sections 9.2 and 23 herein, exercise one or more of the following remedies, all of which shall be construed and held to be cumulative and non-exclusive:

11.2.1 Terminate this Lease and re-enter and take possession of the Premises; or

11.2.2 Without terminating this Lease, re-enter and take possession of the Premises and terminate Lessee's right of access or occupancy to the Premises; or

11.2.3 Without such re-entry, recover possession of the Premises in the manner prescribed by any statute relating to summary process, and any demand for Base Rent, re-entry for condition broken, and any and all notices to quit, or other formalities of any nature to which Lessee may be entitled, are hereby specifically waived to the extent permitted by law; or

11.2.4 With or without terminating this Lease, Lessor may re-let the Premises or any portion thereof.

11.3 No Implied Termination. Lessor shall not be deemed to have terminated this Lease unless Lessor shall have notified Lessee in writing that it has so elected to terminate this Lease. Lessee hereby waives all claims based on Lessor's reentering and taking possession of the Premises or removing and storing the property of Lessee and shall save Lessor harmless from all losses, costs or damages occasioned thereby. No such reentry shall be considered or construed to be a forcible entry by Lessor.

11.4 Lessor's Current Damages. Lessor is authorized to make such repairs, refurbishments or improvements to the Premises as may be necessary for the purpose of attempting to re-let the Premises, and the costs and expenses incurred in respect of such repairs, redecorating, refurbishments and improvements shall be paid by Lessee to Lessor within five (5) business days after receipt of Lessor's statement. If Lessor exercises any of the remedies stated above, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of the Event of Default, which shall include, without limitation, (i) the

equivalent of the amount of the Base Rent and all other payments which would be payable under this Lease by Lessee for the remainder of the term if this Lease were still in effect, less (ii) the net proceeds of any re-letting by Lessor after deducting all of Lessor's expenses in connection with such re-letting, which shall include, without limitation, repossession costs, repairs, redecorating, refurbishments or improvements to the Premises, brokerage commissions, attorneys' fees, and legal expenses. Lessee shall pay such current damages to Lessor, in the amount set forth in the preceding sentence (hereinafter called the "Deficiency"), in monthly installments on the days on which the Base Rent would have been payable under this Lease if this Lease were still in effect. All amounts collected by Lessor from subtenants shall be credited against Lessor's damages.

11.5 Lessor's Final Damages. At any time after an Event of Default, whether or not Lessor shall have collected any monthly Deficiency as set forth above, Lessor shall be entitled to recover from Lessee, and Lessee shall pay to Lessor, on demand, as final damages for the applicable Event of Default, the sum of (a) the then present worth (at a discount at the rate of six percent (6%) per annum) of (i) the aggregate of the Base Rent and all other amounts to be paid by Lessee hereunder for the unexpired portion of the term of this Lease (assuming this Lease had not been terminated), less (ii) the amount of such loss that could have been reasonably avoided, plus (b) repossession costs, Lessor's expenses in connection with any attempts it may have made to re-let the Premises (which shall include, without limitation, repairs, refurbishments or improvements to the Premises and brokerage commissions), attorneys' fees, legal expenses, and all other damages incurred by Lessor as a result of such Event of Default. In determining the amount of loss that could reasonably be provided, rents to be paid by subtenants pursuant to Section 9.4 and other reasonably projected rental income from leasing the Premises shall be taken into account.

11.6 No Waiver by Lessor. No waiver by Lessor of any breach or default by Lessee in the performance of its obligations under this Lease shall be deemed to be a waiver of any subsequent default by Lessee in the performance of any of such obligations, and no express waiver shall affect an Event of Default in a manner other than as specified in said waiver. The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar acts by Lessee.

11.7 Content of Default Notice. Any default notice tendered to Lessee hereunder shall be deemed to be sufficient if it is reasonably calculated to put Lessee on inquiry as to the nature and extent of such default, and is made in accordance with Section 19 herein.

11.8 Limitation on Exercise of Termination Remedy by Lessor. Notwithstanding anything to the contrary in Section 11.2 hereinabove, if an Event of Default occurs, Lessor shall not have the remedy of terminating this Lease or of taking possession of the Premises unless: (i) the Event of Default consists of a failure to pay of Base Rent or other amounts owed to Lessor; or (ii) Lessor has no other remedy that is adequate to protect Lessor's interests. Other remedies that are available to Lessor include self-help and recovery of damages and nothing in this Section 11 shall limit the exercise of any such other remedy.

11.9 Waiver of Landlord's Lien. Lessor hereby waives all statutory or common law landlord's lien rights with respect to personal property located on the Premises.

11.10 Cancellation. This Lease may be cancelled pursuant to the provisions of Arizona Revised Statutes Section 38-511.

12. ASSUMPTION OF CRITICAL OPERATIONS. RESERVED

13. INDEMNIFICATION.

To the fullest extent permitted by law, Lessee hereby agrees to defend, indemnify and hold harmless Lessor and its members, elected or appointed officials, agents, contractors, subcontractors, boards, commissions and employees (hereinafter referred to collectively as the "Lessor" for purposes of this Section 13) for, from and against any and all claims, causes of action, liability, suits, litigation (including reasonable attorney's fees and other costs of investigation and litigation), actions, losses, damages or claims of any nature whatsoever which arise out of or in connection with (i) any accident, injury or damages occurring within the Premises, or (ii) any negligent act or omission of Lessee or its agents, employees, contractors, or subcontractors (hereinafter referred to collectively as "Lessee" for purposes of this Section 13) in connection with Lessee's operations hereunder and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or (iii) the failure of Lessee to comply with any provisions of this Lease. This indemnification shall exclude responsibility for any consequential damages and for claims arising by reason of the negligent or wrongful act of Lessor or its employees, contractors or agents.

14. ENVIRONMENTAL PROTECTION.

14.1 Definitions. Unless the context shall clearly require otherwise, the terms defined in this section shall, for all purposes of this Lease and of any agreement amendatory hereof or supplemental hereto, have the meanings herein specified, with the following definitions to be equally applicable to both the single and plural forms of any of the following:

14.1.1 *Environmental Laws.* The term "Environmental Laws" shall mean any one or all of the following, as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; the Toxic Substances Control Act, 15 USC Section 2601 et seq.; the Safe Drinking Water Act, 42 USC Section 300h et seq.; the Clean Water Act, 33 USC Section 1251 et seq.; the Clean Air Act, 42 USC Section 7401 et seq.; the Arizona Hazardous Waste Management Act, A.R.S. Section 49-921 et seq. the Arizona Environmental Quality Act, Title 49 of the Arizona Revised Statutes, as amended; and all regulations thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including substrata land, or that govern the use of hazardous materials, hazardous waste and hazardous substances and petroleum products.

14.1.2 *Hazardous Material.* The term "Hazardous Material" shall mean any toxic or hazardous material, substance or waste, or any pollutant or contaminant as defined or regulated pursuant to any Environmental law and petroleum products. For purposes of this definition, petroleum includes petroleum-based substances comprised of a complex blend of hydrocarbons derived from crude oil through processes of separation, conversion, upgrading and finishing (e.g., distillate fuel oils, petroleum solvents and used oils).

14.2 Release by Lessor. Lessee is not responsible or liable for any environmental damage of any kind or for the effects of Hazardous Material on the environment or on any person or property, if any, which have been caused by the use of, or releases from, the Premises prior to Lessee's occupancy of any part of the Premises. Lessee is not liable for any claims or damages arising from environmental damage resulting or to result from contamination of any kind existing on the site or surrounding sites prior to Lessee's occupancy of the Premises.

14.3 Lessee Compliance.

14.3.1 Lessee shall, at the Lessee's own expense, comply with all present and hereafter enacted Environmental Laws, and any amendments thereto, affecting Lessee's operation on and property interest in the Premises during the period of Lessee's occupancy of the Premises under this Lease.

14.3.2 Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Airport by Lessee, its agents, employees, contractors or invitees in violation or threatened or suspected violation of any Environmental Law. The Parties recognize and agree that Lessee may bring on the Premises and use Hazardous Materials that are ordinarily and customarily used in aircraft servicing and maintenance, provided that such use shall fully comply with all applicable Environmental Laws.

14.3.3 If Lessee desires to install upon the Premises, any underground storage tanks ("USTs"), Lessee shall submit the plans for such USTs to Lessor for prior approval and shall comply with all applicable Environmental Laws related thereto, including Title 40, Code of Federal Regulations, Part 280, as adopted by the State of Arizona ("Part 280"), and Lessee shall be the owner of such USTs for statutory purposes. Installation of USTs shall comply with the "code of practice" set forth in Part 280. Lessee is solely responsible for the design, construction, installation, operation, monitoring, inspection, repair and maintenance of any and all USTs, including any connected piping and/or dispensing apparatus. Lessee shall provide to Lessor a copy of the Arizona Department of Environmental Quality Notification of Underground Storage Tank Registration that Lessee submits to the state. All USTs shall meet or exceed the tank performance standard for USTs installed after December 22, 1998, including corrosion protection, leak detection and spill/overflow protection. Any UST that stores flammable and combustible liquids shall meet the provisions of NFPA 30, Flammable and Combustible Liquids Code. Records demonstrating compliance with release detection requirements, including product inventories, calibration and maintenance, sampling, tightness testing and any other records, fees and taxes required by the state or federal governments shall be the responsibility of Lessee. Upon the expiration of this Lease, Lessee shall remove all USTs in compliance with all UST closure requirements under all applicable Environmental Laws in effect at that time unless otherwise allowed by Lessor.

14.4 Indemnification. To the fullest extent permitted by law, Lessee shall indemnify, defend (with counsel reasonably acceptable to Lessor), protect and hold harmless Lessor and its employees and agents for, from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result of any of Lessee's activities or operations on or discharged on or from the Premises during the Term of this Lease. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the property, land, soil and underground or surface water as required under the law. Lessee's obligations and liabilities under this Section 14.4 shall survive the termination of this Lease. The indemnification of Lessor by Lessee as described above includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material located on the property or present in the soil or ground water on or under the Airport. If Lessor's right to enforce Lessee's promise to indemnify is not an adequate remedy at law for Lessee's failure to abide by the provision of this Section 14.4, Lessor shall have the right to injunctive relief in the event of any violation or threatened violation by Lessee.

14.5 Remediation. Without limiting the foregoing, if the presence of any Hazardous Material during the Term of this Lease caused or permitted by Lessee results in any Release on the Airport in

violation or potential violation of any Environmental Law, Lessee shall promptly take action to remediate the affected property at its sole expense as is necessary to return the Airport to the condition existing prior to the introduction of any such Hazardous Material to the Airport; provided that Lessor's approval of such actions shall first be obtained, except in emergency, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Airport and Lessee is not under administrative or court order related to such remediation action. Notwithstanding Lessor's approval pursuant to this Section 14.5, Lessor is not responsible for directing or managing any remediation action. For purposes of this Section 14.5, the term "Release" means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping.

14.6 Governmental Submittals. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that a site characterization, site assessment and/or cleanup plan should be prepared and/or that a cleanup should be undertaken because of any spills or discharges of Hazardous Materials by reasons of Lessee's operations or actions at the Airport which occur during the term of this Lease, then Lessee shall, at the Lessee's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans.

14.7 Information Sharing.

14.7.1 Lessee shall immediately notify Lessor of any of the following: (i) Lessee's receipt of any notification from any governmental entity either charging or informing Lessee that it will be charged with a significant (as defined below) violation of Environmental Laws, and (ii) any significant change in Lessee's operation on the Premises that is reasonably likely to adversely change Lessee's or Lessor's obligations or liabilities under the Environmental Laws. In addition, Lessee agrees to provide Lessor with copies of documents reflecting the physical condition of the Premises, including but not limited to, environmental testing of soils and groundwater, and information reasonably requested by Lessor to determine the applicability of the Environmental Laws to the Premises, or to respond to any governmental investigation or claim of liability by third parties which is related to environmental contamination of the Premises or Lessee's operation thereon. A "significant violation of Environmental Law" shall be any violation that requires more than thirty (30) calendar days to resolve.

14.7.2 Lessee shall install on any UST that it installs pursuant to Section 14.3.3, a method or a combination of methods for Release detection that can detect a Release from any portion of the UST and the connected underground piping. Lessee shall immediately notify the Airport Department of Operations upon discovering a Release or Suspected Release of any amount of material that is stored inside the UST. For purposes of this Section, a "Suspected Release" is any discovery of released Hazardous Material at the UST site or surrounding area, erratic behavior of Hazardous Material dispensing equipment, the sudden loss of a Hazardous Material, an unexplained presence of water in the UST, or when monitoring indicates that a Release has occurred. In the case of inventory control, Lessee shall notify the airport operations department when the second consecutive month of inventory reconciliation data indicates that there is a discrepancy in the figures recorded.

14.8 Sublease. Lessee shall insert provisions substantially identical to the provisions of this Section 14 in any sublease agreement or contract by which it grants a right or privilege to any person, firm or corporation under this Lease.

14.9 Actions of Lessee. The activities or actions of Lessee under this Section 14 shall include the activities or actions of Lessee's officers, directors, employees, agents, contractors, invitees and successors.

14.10 Clean Water Act; NPDES Permits and SWPPPs. Without in any way limiting the foregoing, Lessee shall comply with all Environmental Laws regarding discharges to water and land, including, without limitation, obtaining and complying with an individual National Pollutant Discharge Elimination System ("NPDES") permit, or requesting coverage under and complying with any applicable multi-sector permit obtained by Lessor. If applicable, Lessee shall also prepare and comply with a site-specific Storm Water Pollution Prevention Plan ("SWPPP") or any revisions to an SWPPP, with respect to Lessee's operations or activities on the Premises. At Lessee's discretion, Lessee may choose to be added to Lessor's Storm Water Permit and, if such addition is desired, agrees to be subject to the provisions of Exhibit E attached hereto.

14.11 Environmental Assessments.

14.11.1 If, during the term of this Lease, any of Lessee's USTs are suspected of or known to be leaking, Lessee shall perform, or cause to be performed, a site characterization of the Premises using all appropriate sections of the LUST Site Characterization Manual dated January 15, 1999, or the most current edition, including tables 1 through 6, as applicable (a "Site Characterization").

14.11.2 Within thirty (30) calendar days immediately preceding the expiration of this Lease or within thirty (30) calendar days of any earlier termination of the Lease, Lessee shall:

a. Deliver to Lessor: (i) a Phase I environmental site assessment that conforms to the standards set forth in 42 USC § 9601(35)(B), as amended by Pub. L. 107-118 (Jan. 11, 2002), section 223(2), and as may be further amended, and any regulations thereunder; and (ii) an environmental compliance audit assessing the status of regulatory compliance of the Premises and all operations and activities thereon; both prepared by a qualified engineer licensed by the State of Arizona; and

b. In the event Lessee installs upon the Premises any USTs, perform or cause to be performed a Site Characterization of the Premises in the event there is evidence that there has been or may be a leak or Release of the UST contents; and

c. If either the assessment described in Section 14.11.2a (i) above or the Site Characterization described in Section 14.11.2a (ii) above identifies any "recognized environmental condition" or any other condition indicating a known or potential liability, including, but not limited to, a known or potential violation of any Environmental Law or a past, present, or material threat of a future release of a hazardous substance or a petroleum product into the environment, Lessor reserves the right, at Lessor's sole discretion, to require Lessee to conduct, at Lessee's sole expense and with a scope of work subject to Lessor's approval, further reasonable investigations and reasonable remediation.

14.12 Protective Devices and Plans. If Lessee is required by the City to estimate the possible constituents of sanitary sewer discharges in order that the City may define certain discharge limitations for the Premises, Lessee shall complete and return an Industrial Wastewater Discharge Questionnaire (the "Questionnaire") to the City and promptly provide Lessor with updates to the Questionnaire as they arise. Also, if the City so requires, Lessee shall install and maintain appropriate protective devices to prevent accidental discharge of any Hazardous Materials into domestic or industrial drains on the Premises, and for any other material for which a slug load discharge could pollute the Airport's storm water discharge or disrupt operations at the sewage treatment plant serving the Premises. Lessee shall at all times post a notice in a prominent place on the Premises advising employees what actions to take and whom to call in the event of said discharge, and shall ensure that all employees of Lessee are trained with regard to the spill protection plan hereinafter referenced. Lessee also shall provide Lessor with immediate notice of any spill.

14.13 Right to Enter Premises. Lessor's rights under this Lease specifically include the right of Lessor, the United States Government, the Environmental Protection Agency (the EPA), the Arizona Department of Environmental Quality (ADEQ) and the Arizona Department of Occupational Safety and Health (ADOSH) to enter the Premises upon reasonable notice to Lessee for purposes of: (i) inspecting Lessee's compliance with environmental, occupational safety and health laws and regulations, whether or not such party is responsible for enforcing such laws; (ii) conducting environmental investigation or remediation, including, without limitation, performing tests and surveys, drillings, test-pitting, borings, compiling data and/or records, and other activities related to environmental investigation; and (iii) carrying out remedial or removal actions as required or necessary under applicable laws, including, without limitation, installing monitoring wells, pumping wells and/or treatment facilities. Lessor shall give Lessee twenty-four (24) hours prior notice of its intention to enter the Premises unless it determines the entry is required for safety, environmental, operations, or security purposes. Lessee shall have no claim against the United States, EPA, ADEQ, the Arizona ADOSH or Lessor, or any officer, agent, employee, or contractor thereof on account of any such entries.

14.14 Cleanup Requirements. Lessee agrees that Lessor assumes no liability to Lessee should Hazardous Materials cleanup or related requirements, whether imposed by law, regulatory agencies, the U.S. Government interfere with Lessee's use of the Premises. Lessee shall have no claim against Lessor or the United States or any officer, agent, employee or contractor thereof on account of any such interference whether due to entry, performance of remedial or removal investigations, or exercise of any right under this Lease or otherwise. Lessee agrees to comply with the provisions of any health or safety plan in effect or any hazardous substance remediation or response agreement with environmental regulatory authorities during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action shall, to the extent practicable, be coordinated with representatives designated by Lessee. Lessee shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof.

14.15 Spill Protection Plan. In the event Lessee undertakes any type of manufacturing, maintenance or other activities on the Premises involving the use or generation of any Hazardous Materials regulated by Hazardous Materials Laws, Lessee shall have an approved plan for responding to Hazardous Materials, fuel, and other chemical spills prior to commencement of operations on the Premises. Such plan shall comply with all applicable requirements and shall be updated from time to time as may be required to comply with changes in site conditions or applicable requirements, and shall be approved by all agencies having regulatory jurisdiction over such plan. Such plan shall be independent of Lessor's spill prevention and response plans, if any. Lessee shall not rely on use of Lessor or Lessor personnel or equipment in execution of its plan. Lessee shall file a copy of the approved plan and approved amendments thereto with Lessor's Airport Manager within thirty (30) calendar days of receipt of a CofO from the City. Notwithstanding the foregoing, should Lessor provide any personnel or equipment, whether for initial fire response and/or spill containment, on the request of Lessee, or because Lessee was not, in the opinion of Lessor, conducting fire fighting, containment or timely cleanup actions, Lessee agrees to reimburse Lessor for its actual costs in accordance with all applicable laws and regulations.

14.16 Wells. Lessee shall not install any new drinking water or other wells in any location on the Premises without the prior written approval of Lessor.

14.17 Construction Activities and Surface Disturbances.

14.17.1 During Lessee's construction of improvements on the Premises, if any, Lessee agrees that in the event any hazardous substances, pollutants, contaminants, petroleum or petroleum derivatives are found, Lessee shall promptly notify Lessor of such discovery and shall immediately cease

said construction pending investigation and remedial action, if necessary, by Lessor or the appropriate regulatory agency.

14.17.2 After construction of Lessee's Improvements on the Premises, Lessee shall not conduct any subsurface excavation, digging, drilling or other disturbance of the surface without the prior written approval of Lessor, which shall not be unreasonably withheld.

15. PROTECTION OF WETLANDS.

Lessee shall minimize the destruction, loss, or degradation of wetlands located on the Premises. Lessor believes there are no wetlands existing on the Premises as of the Effective Date. However, before locating new construction in wetlands, if any exist, Lessee shall contact Lessor and the United States Army Corps of Engineers and obtain a permit or waivers under Section 404 of the Clean Water Act. For purposes of this Section 15, the term, "new construction," includes structures, facilities, draining, dredging, channeling, filling, diking, impounding, and related activities.

16. SPECIAL PROVISIONS.

16.1 Lessee shall comply with all applicable Federal, State, and local occupational safety and health regulations.

16.2 Lessee shall be responsible for determining whether it is subject to State and local sanitation, licensing, building code or building permit requirements and whether or not it requires a permit to do business and for compliance with them to the extent they are applicable.

17. INSURANCE.

17.1 Coverage Required. Lessee shall procure and maintain, or cause to be procured and maintained, the following types and amounts of insurance with respect to the Premises:

17.1.1 As set forth in the Buckeye Minimum Standard Requirements for Airport Aeronautical Services.

17.1.2 *Reserved.*

17.1.3 *Worker's Compensation* insurance, as required by law, and Employer's Liability insurance in the amount stated in the Buckeye Minimum Standard Requirements for Airport Aeronautical Services.

17.2 Form. Each insurance policy obtained pursuant to this Section, except for Worker's Compensation and Employer's Liability policies, shall: (i) name Lessor as an additional named insured; (ii) contain a provision that written notice of cancellation or modification thereof shall be given to Lessor not less than thirty (30) days before such cancellation or modification takes effect ten (10) days in case of nonpayment of premium; and (iii) contain a waiver of subrogation in favor of Lessor. Lessee shall not permit any insurance policy to be canceled or modified without Lessor's written consent unless equivalent replacement policies are issued with no lapse in coverage. All policies shall be obtained from insurance companies licensed to do business in the State of Arizona and possessing a rating of at least A - VII or higher from the A.M. Best Company, or an equivalent rating and approved by Lessor.

17.3 Certificates of Insurance. Lessee shall deliver a certificate of insurance for each policy to Lessor, in standard ACORD form, prior to the Effective Date and shall continue to provide such certificates throughout the term of this Lease.

17.4 Additional Insurance. At any time during the term of this Lease, Lessor may, if in its reasonable determination the insurance coverage required by this Section 17 is no longer adequate, require Lessee to increase its coverage to commercially reasonable amounts.

17.5 Blanket Insurance. Lessee's insurance obligations under this Lease may be satisfied by means of "blanket" or excess policies.

17.6 Insurance by Lessor. In the event Lessee shall fail to procure any insurance required hereunder, Lessor may, upon written notice to Lessee, procure and maintain any or all of the insurance required of Lessee under this Section. In such event, all costs of such insurance procured and maintained by Lessor on behalf of Lessee shall be the responsibility of Lessee and shall be fully reimbursed to Lessor within ten (10) business days after Lessor advises Lessee of the cost thereof.

18. SURRENDER OF POSSESSION.

18.1 Condition of Property. Upon the expiration or termination of this Lease, Lessee's right to occupy the Premises and exercise the privileges and rights granted under this Lease shall cease, and Lessee shall peaceably surrender the same and leave the Premises broom clean and in good condition except for normal wear and tear. All trade fixtures, equipment, and other personal property installed or placed by Lessee on the Premises which are not permanently affixed thereto shall remain the property of Lessee, and Lessee shall have the right at any time during the term of this Lease, to remove the same from the Airport, and that Lessee shall repair, at its sole cost, any damage caused by such removal. Any property not removed by Lessee within the thirty (30) day period immediately following Lease termination shall become a part of the Premises, and ownership thereof shall vest in Lessor.

18.2 Holding Over. Lessee shall not remain in possession of the Premises after the expiration or earlier termination of the Term without the express written consent of Lessor. Should Lessee hold over without the express written consent of Lessor, such tenancy shall be at the sufferance of Lessor and not a renewal of the Term and in such case, the Base Rent and all other charges due pursuant to this Lease shall be payable at one hundred fifty percent (150%) of the amount payable during the last year of the Term and such tenancy at sufferance shall be subject to every other term, covenant and provision of this Lease. In the event Lessee holds over, Lessee shall be liable for all of Lessor's direct and consequential damages, which shall include, without limitation, costs, fees, expenses, damages and attorneys' fees incurred by Lessor as a result of Lessee's holding over, and damages and expenses incurred by Lessor for its inability to deliver possession of the Premises to a new lessee.

19. INSPECTION BY LESSOR.

Lessor may enter upon the Premises at reasonable times and upon reasonable notice for any reasonable purposes including, but not limited to, compliance with the terms and conditions of this Lease and the exercise of its governmental functions such as fire protection or security purposes.

20. NOTICES.

20.1 All notices required or permitted under this Lease shall not be effective unless personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or by reputable commercial

overnight courier service, to the following addresses:

TO LESSOR: City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Telephone: 623-349-6880
Attn: Ryan Reeves, Airport Coordinator

TO LESSEE: NWSkysports
3000 S. Palo Verde Road
Buckeye, AZ 85326
Telephone: 602-284-9977
Attn.: Gary Boggs, Owner

20.2 Any notice shall be deemed to have been received two (2) days after the date of mailing, if given by certified mail, or upon actual receipt if personally delivered or if given by reputable commercial overnight courier service. Any Party may designate in writing a different address for notice purposes pursuant to this Section.

21. SEVERABILITY.

Should a court of competent jurisdiction declare any provision of this Lease invalid, the remaining terms shall remain effective.

22. SALES AND PROPERTY TAXES.

Lessee shall pay any leasehold tax, sales tax, personal property tax, transaction privilege tax, license or permit fees or other tax assessed as the result of its occupancy of Premises or conduct of business at the Airport under authority of this Lease, including any such tax assessable on Lessor. In the event that laws or judicial decisions result in the imposition of a real property tax or any other form of tax or imposition on the interest of Lessor, such tax shall also be paid by Lessee for the period this Lease is in effect to the extent such taxes are reasonably attributable to the Premises or a portion thereof or the operation of Lessee's business.

23. APPROVALS, CONSENTS AND NOTICES.

All approvals, consents and notices called for in this Lease shall be in writing, signed by the appropriate party, and may not be established solely by oral testimony.

24. LIENS AND MORTGAGES.

24.1 General Provisions.

24.1.1 Except as provided in this Section 24, Lessee shall not engage in any financing or other transaction creating any mortgage or deed of trust upon the Premises, place or suffer to be placed upon the Premises any lien or other encumbrance, or suffer any levy or attachment to be made on Lessee's interest in the Premises. Any such mortgage or deed of trust, encumbrance, or lien shall be deemed to be a violation of this Section, constituting a failure to comply with the terms of the Lease, on the date of its execution or filing of record regardless of whether or when it is foreclosed or otherwise enforced.

24.1.2 Notwithstanding anything to the contrary in Section 9 herein, Lessee shall be entitled from time to time during the Term of this Lease to mortgage, collaterally assign, or otherwise encumber its leasehold interest under this Lease to secure indebtedness, including, without limitation, a loan to finance construction of improvements and other development on the Premises, and refinancings thereof, subject to the restrictions of Section 24.1.3, and provided, however, that the language of such mortgage or deed of trust and of all related documents that require the execution, approval, or consent of Lessor shall be subject to the prior review and approval of legal counsel for Lessor, and that all legal fees incurred by Lessor in connection with such legal counsel review and approval shall be paid by Lessee. Any such encumbrance is referred to as a "Mortgage" and the holder thereof a "Mortgagee". The Mortgagee, upon taking possession or upon foreclosure or taking an assignment in lieu thereof, shall be liable for all future rents and obligations hereunder and shall attorn to Lessor. No Mortgage shall encumber Lessor's interest in the Premises or the improvements thereon. Further and promptly after Lessee assigns or encumbers any portion of the Premises or the improvements thereon, Lessee shall furnish Lessor with a written notice setting forth the name and address of such Mortgagee or trustee.

24.1.3 No Mortgage or deed of trust shall extend to or affect the fee, the reversionary interest or the estate of Lessor in the Premises. No Mortgage or deed of trust shall be binding upon Lessor in the enforcement of its rights and remedies under this Lease and by law provided, unless and until a copy thereof shall have been delivered to Lessor and such Mortgage or deed of trust is authorized in accordance with provisions of this Section 24.

24.2 Lessor Agreement. With respect to Mortgagees of the Premises, Lessor agrees that:

24.2.1 If requested by a Mortgagee which shall have duly registered in writing with Lessor its name and address, and if Lessor shall give any notice, demand, election or other communication required hereunder (hereafter collectively "Notices") to Lessee, Lessor shall concurrently give a copy of each such Notice to the Mortgagee at the address designated by it. Notices shall be sent by registered or certified mail, return receipt requested, and shall be deemed given seventy two (72) hours after the time they are deposited in a United States Post Office with postage charges prepaid, addressed to the Mortgagee. No Notice given by Lessor to Lessee shall be binding upon or affect Lessee or the Mortgagee unless a copy of the Notice shall be given to the Mortgagee pursuant to this Section 24.2.1.

24.2.2 Such Mortgagee entitled to such Notices, as specified above, shall have any and all rights of Lessee with respect to the curing of any default hereunder by Lessee.

24.2.3 If Lessor shall elect to terminate this Lease by reason of any default by Lessee with respect to the Premises, the Mortgagee that shall have become entitled to notice as provided in this Section 24.2 shall have any and all rights of Lessee with respect to curing of any default with respect to the Premises.

24.2.4 Nothing herein contained shall be deemed to impose any obligation on the part of Lessor to deliver physical possession of the Premises to such holder of a Mortgage. To the extent the physical possession of the Premises by a secured creditor is not inconsistent with the terms of this Lease or incompatible with the Lessor's selection of available remedies in the event of default, Lessor shall not prevent such physical possession.

24.2.5 If more than one Mortgagee shall seek to exercise any of the rights provided for in this Section 24, the holder of the Mortgage having priority of lien over the other Mortgagees shall be entitled, as against the others, to exercise such rights. Should a dispute arise among Mortgagees regarding the priority of lien, the Mortgagees shall prove to the satisfaction of Lessor that they have settled that dispute.

24.3 Protection of Mortgagee(s). Until the time, if any, that an approved Mortgage shall be satisfied and released of record:

24.3.1 A Mortgagee shall have the right, for a period equal to the period afforded Lessee to perform any term, covenant, or condition and to remedy any default by Lessee hereunder, and Lessor shall accept such performance with the same force and effect as if furnished by Lessee, and the Mortgagee shall thereby and hereby be subrogated to the rights of Lessor. Such Mortgagee cure period shall begin on the later of: (i) the date Mortgagee receives notice pursuant to Section 24.2, or (ii) the date that Lessee's cure period expires under the Lease. During such Mortgagee cure period, Lessor will not disturb possession, interest or quiet enjoyment by the Lessee or Mortgagee in the real property for any reason, subject to the terms of the Lease, until such Mortgagee cure period has expired. The Mortgagee shall have the right to enter upon the Premises to give such performance.

24.3.2 In case of a default by Lessee in the performance or observance of any non-monetary term, covenant or condition to be performed by it hereunder, if such default cannot practicably be cured by the Mortgagee without taking possession of the Premises, in such Mortgagee's reasonable opinion, or if such default is not susceptible of being cured by the Mortgagee, then Lessor shall not serve a notice of lease termination if and so long as:

a. The Mortgagee shall proceed diligently to obtain possession of the Premises (including possession by a receiver), and, upon obtaining such possession, shall proceed diligently to cure such defaults as are reasonably susceptible of cure (subject to any order by a court of competent jurisdiction staying or otherwise precluding such Mortgagee from obtaining such possession); or

b. The Mortgagee shall institute foreclosure proceedings and diligently prosecute the same to completion (unless in the meantime it shall acquire Lessee's estate hereunder, either in its own name or through a nominee, by assignment in lieu of foreclosure), subject to any order by a court of competent jurisdiction staying or otherwise precluding such Mortgagee from obtaining such possession.

c. The Mortgagee shall not be required to obtain possession or to continue in possession of the Premises pursuant to Section 24.3.2a, or to continue to prosecute foreclosure proceedings pursuant to Section 24.3.2b, if and when such default shall be cured. If a Mortgagee, its nominee, or a purchaser at a foreclosure sale shall acquire title to Lessee's leasehold estate hereunder, a default that is not reasonably susceptible to cure by the person succeeding to the leasehold interest shall no longer be deemed a default under this Lease.

d. If any Mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Lessee, the times for commencing or prosecuting foreclosure or other proceedings, including proceedings to obtain possession, shall be extended for the period of the prohibition.

24.4 New Lease

24.4.1 Lessor agrees that, in the event of termination of this Lease for any reason (including but not limited to any default by Lessee), Lessor, if requested by any Mortgagee, will enter into a new lease of the Premises with the most senior Mortgagee requesting a new lease, which new lease shall commence as of the date of termination of this Lease and shall run for the remainder of the original term of this Lease, at the rent and upon the terms, covenants and conditions herein contained, provided that:

a. Such Mortgagee shall make written request upon Lessor for the new lease within sixty (60) days after the date such Mortgagee receives written notice from Lessor that this Lease has been terminated;

b. Such Mortgagee shall pay to Lessor at the time of the execution and delivery of the new lease any and all sums which would, at that time, be due and unpaid pursuant to this Lease but for its termination, and in addition thereto all reasonable expenses, including reasonable attorneys' fees, which Lessor shall have incurred by reason of such termination;

c. Such Mortgagee shall perform and observe all covenants in this Lease to be performed and observed by Lessee, and shall further remedy any other conditions which Lessee under the Lease was obligated to perform under its terms, to the extent the same are reasonably susceptible of being cured by the Mortgagee; and

d. The Lessee under the new lease shall have the same right of occupancy to the buildings and improvements on the Leased Premises as Lessee had under this Lease immediately prior to its termination.

Notwithstanding anything to the contrary expressed or implied in this Lease, any new lease made pursuant to this Section 24 shall have the same priority as this Lease with respect to any mortgage, deed of trust, or other lien, charge, or encumbrance on the fee of the Premises, and any sublease under this Lease shall be a sublease under the new Lease and shall not be deemed to have been terminated by the termination of this Lease.

24.4.2 Nothing herein contained shall require any Mortgagee to enter into a new lease pursuant to this Section 24.4 or to cure any default of Lessee referred to above.

24.4.3 If any Mortgagee shall demand a new lease as provided in this Section 24.4, Lessor agrees, at the request of, on behalf of and at the expense of the Mortgagee, upon a guaranty from it reasonably satisfactory to Lessor, to institute and pursue diligently to conclusion the appropriate legal remedy or remedies to oust or remove the original Lessee from the Premises, but not any authorized subtenants actually occupying the Premises or any part thereof.

24.4.4 Unless and until Lessor has received notice from each Mortgagee that the Mortgagee elects not to demand a new lease as provided herein or until the period therefor has expired, Lessor shall not cancel or agree to the termination or surrender of any existing subleases nor enter into any new leases or subleases with respect to the Premises without the prior written consent of each Mortgagee.

24.5 Effect of Transfer. Neither the foreclosure of any Mortgage (whether by judicial proceedings or by virtue of any power of sale contained in the Mortgage), nor any conveyance of the leasehold estate created by this Lease by Lessee to any Mortgagee or its designee by an assignment or deed in lieu of foreclosure or other similar instrument, shall require the consent of Lessor or constitute a default under this Lease, and upon such foreclosure, sale or conveyance, Lessor shall recognize the purchaser or other transferee in connection therewith as the Lessee under this Lease, subject only to an assumption in writing by such purchaser or transferee of all obligations of Lessee under this Lease.

25. GOVERNING LAW; ATTORNEY'S FEES.

The laws of the State of Arizona shall govern the matters set forth in this Lease. Venue of any action brought under this Lease shall, at the option of Lessor, lie in Maricopa County, Arizona. In the event

of any litigation or arbitration between Lessor and Lessee arising under this Lease, the successful party shall be entitled to recover its attorney's fees, expert witness fees and other costs incurred in connection with such litigation or arbitration.

26. RULES AND REGULATIONS.

Lessee shall at all times comply with all Federal, State and local laws, ordinances, rules, and regulations which are applicable to its operations, the Premises itself (including but not limited to the Americans with Disabilities Act), or the operation, management, maintenance, or administration of the Airport, including all laws, ordinances, rules and regulations adopted after the Effective Date. Lessee shall at all times comply with the Airport Minimum Standards and Airport Rules and Regulations, as the same may be amended from time to time. Copies of the current Airport Minimum Standards and Rules and Regulations are attached hereto as Exhibit D. Lessee acknowledges and agrees that Lessor may amend the Airport Minimum Standards and Rules and Regulations at any time in Lessor's sole discretion. Lessee shall be responsible for controlling and preventing disruptive pedestrian and vehicle traffic associated with its business. Lessee also shall display to Lessor any permits, licenses, or other evidence of compliance with laws upon request.

27. CORPORATE AUTHORIZATION.

In executing this Agreement, Lessee represents and warrants to Lessor that if Lessee is a corporation, Lessee has obtained and been granted the full right, power and authority to enter into this Lease.

28. UTILITY LINES AND SERVICE CHARGES.

28.1 Lessee shall, at no cost or expense to Lessor, provide or arrange for any public utility, water and sewage lines and connections that are needed in connection with any building(s), structure(s) or other improvement(s) placed on the Premises by Lessee and shall be responsible for the maintenance of such lines and connections from where they enter the Premises. If requested in advance to do so by Lessee, Lessor will grant reasonable rights-of-way on or across the Airport to suppliers of public utility services for the purpose of supplying Lessee with such services, but Lessor reserves the right to designate the lands along which such rights-of-way shall be granted so as to cause the least inconvenience in the operation of the Airport and other Airport tenants.

28.2 Lessee shall pay for all utilities used in its operations at the Airport and the Premises. The charges and method of payment for each utility or service shall be determined by the appropriate supplier of the utility or service in accordance with applicable laws and regulations, on such basis as the appropriate supplier of the utility or service may establish.

28.3 Notwithstanding the execution of this Lease, Lessor retains the right to the continued use of such utility lines and services as are presently on the Premises and the right to repair the same when necessary in Lessor's sole discretion, including but not limited to any utility easements on the Premises. Lessor shall conduct such repairs in such a manner and at such times as to not unreasonably interfere with Lessee's operations.

29. RESERVATIONS TO LESSOR.

The Premises are accepted "as is, where is" by Lessee subject to any and all existing easements or other encumbrances, and Lessor shall have the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections; water, oil and gas pipelines; telephone and telegraph power lines; and such other appliances and appurtenances necessary or

convenient to use in connection therewith, over, on or across the Premises, or any part thereof, as will not unreasonably interfere with Lessee's or any subtenant's operations hereunder, and to enter upon the Premises for such purposes. Lessor also reserves the right to grant franchises, easements, rights-of-way, and permits, over, on or across any portions of the Premises for the same purposes, provided, that Lessor or the grantee, as applicable, shall not exercise such rights so as to interfere unreasonably with Lessee's or any subtenant's operations on the Premises and all such interference shall be minimized. Lessor agrees that any rights granted to any parties by reason of this clause shall contain provisions that the surface of the Premises shall be restored to its original condition, at no cost to Lessee, upon the completion of any construction.

30. FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS.

30.1 Lessee agrees that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Department of Transportation (DOT) program or activity is intended or for another purpose involving the providing of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, *Nondiscrimination in Federally Assisted Programs of the Department of Transportation*, as it may be amended.

30.2 Lessee agrees that: (i) no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, creed, disability, age, sex or national origin in the use of the Premises; (ii) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, or national origin; and (iii) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, as it may be amended.

30.3 Lessee assures that it will comply with pertinent statutes, Executive Orders, and rules promulgated to assure that no person shall on the grounds of race, creed, color, national origin, or sex, age or handicap be excluded from participating in any activity.

30.4 Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance.

30.5 Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard. Lessor and Lessee agree that Lessee has no responsibility whatsoever with respect to maintenance and repair of the landing area of the Airport or any publicly owned facilities of the Airport.

30.6 This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States relative to the development, operation or maintenance of the Airport.

30.7 There is reserved unto Lessor, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, which shall include the right to cause in the airspace any noise inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in or through the airspace, and for the use of such airspace for landing on, taking off from, or operation on the Airport.

30.8 Lessee agrees to comply with the notification and review requirements covered in 14 CFR Part 77 in the event future construction of a building is planned for the Premises or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

30.9 Lessee shall not erect or permit the erection of any structure or building, nor permit the growth of any tree on the Premises, or any other obstruction that exceeds height requirements contained in 14 CFR Part 77 or amendments thereto, or interferes with the runway and/or taxiway "line of sight" of the control tower. In the event these covenants are breached, Lessor reserves the right to enter upon the Premises and to remove the offending structure or object at the expense of Lessee.

30.10 Lessee shall not make use of the Premises in any manner that might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event this covenant is breached, Lessor reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of Lessee.

30.11 Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning 49 U.S.C. §40103(e) and 47107 (a)(4).

30.12 This Lease and all of the provisions hereof shall be subject to whatever right the United States government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

30.13 To the extent that Lessee conducts or engages in any aeronautical activity for furnishing services to the public at the Airport, Lessee shall furnish its services on a reasonable and not unjustly discriminatory basis to all users and charge reasonable and not unjustly discriminatory prices for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

30.14 Lessee shall conform to Lessor and FAA safety and security rules and regulations regarding use of the Airport operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; shall complete and pass airfield safe driving instruction program when offered or required by Lessor; and shall be subject to penalties as prescribed by Lessor for violations of the Airport safety and security requirements.

31. [RESERVED].

32. REQUIRED PROVISIONS..

32.1 The following provisions are included in this Lease:

32.1.1 In furnishing services to the public, Lessee shall not discriminate against any person or class of persons by reason of race, color, creed, or national origin, and Lessee shall otherwise provide such services on a fair, equal, and not unjustly discriminatory basis to all users thereof.

32.1.2 Lessee shall charge fair, reasonable, and not unjustly discriminatory prices for each unit for service, provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

33. ARCHEOLOGICAL OR CULTURAL RESOURCES.

In the event any archeological or cultural resources are discovered during the construction contemplated by this Lease, Lessor shall use its best efforts to expedite any necessary actions with respect thereto, at Lessor's sole cost and expense; provided, however, that in the event the necessary actions with respect to any archeological or cultural resources exceeds or is estimated to exceed \$10,000.00, Lessee shall be entitled to terminate this Lease upon ten (10) days prior written notice to Lessor.

34. AIRPORT SECURITY. [If applicable].

Lessor has implemented an Airport Security Plan (the "Security Plan") in a form acceptable to the Transportation Security Administration pursuant to 49 CFR Parts 1540, 1542, and 139. Lessee shall at all times comply with the Security Plan and shall indemnify, defend and hold Lessor harmless from any violations of the Security Plan committed by any agents, employees, invitees, subcontractors or independent contractors of the Lessee. Lessor reserves the right to modify the Security Plan from time to time as it deems necessary.

35. DEFAULT BY LESSOR.

In the event of any alleged breach by Lessor of its covenants contained in this Lease, Lessee shall have available all rights and remedies provided at law or in equity, subject to the terms and conditions of this Lease; provided, however, Lessee may not exercise any such right or remedy unless Lessee has notified Lessor by written notice of such alleged default, and Lessor has not cured such default within the thirty (30) day period subsequent to receipt of such notice or, in the event such alleged default is of such a nature that it cannot reasonably be cured within such thirty (30) day period, Lessor has failed to cure such alleged default with all due diligence. Notwithstanding anything to the contrary contained in this Lease, in no event shall Lessee be entitled to terminate this Lease or to abate or offset any installment of Base Rent or any other payments to be made by Lessee hereunder.

36. BROKERS.

Lessee represents and warrants that it has not had any dealings with any real estate brokers, finders or agents in connection with this Lease. Lessee further agrees to indemnify, defend (with counsel selected by Lessor) and hold Lessor and Lessor's nominees, successors and assigns harmless from any and all claims, costs, commissions, fees or damages by any person or firm whom Lessee authorized or employed, or acted by implication to authorize or employ, to act for Lessee in connection with this Lease.

37. SALE BY LESSOR.

Lessee agrees to look solely to Lessor's interest in the Premises for the recovery of any judgment from Lessor, it being agreed neither Lessor nor the holders of the equity interests of Lessor nor the members, partners, officers, directors or shareholders of Lessor shall be personally liable for any such judgment. In the event of any sale or other conveyance by Lessor of its interest in the Premises, Lessor shall be automatically freed and released from all personal liability accruing from and after the date of such sale or conveyance as respects the performance of any covenant or obligation on the part of Lessor contained in this Lease to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Lessor shall be binding on the Lessor and its successors and assigns only during and in respect to the respective successive periods of ownership of the Premises.

38. ESTOPPEL CERTIFICATE.

Lessee shall, without charge, at any time and from time to time hereafter, within ten (10) days after written request of Lessor to do so, certify by written instrument duly executed and acknowledged by Lessee and certified to Lessor and to any prospective lender or purchaser: (i) as to whether this Lease has been

supplemented or amended, and if so, the substance and manner of such supplement or amendment; (ii) as to the existence of any default hereunder to the best of Lessee's knowledge; (iii) as to the date on which Lessee was obligated to commence paying Base Rent and all other charges hereunder and the expiration date of the Term; (iv) as to whether the Lessee has assigned or transferred its interests or any portion thereof in this Lease; and (v) as to any other matters as may be reasonably requested. Lessor and any prospective purchaser or lender to whom the same was certified may rely upon any such certificate.

39. MISCELLANEOUS.

39.1 No Waiver. No provision of this Lease may be waived or modified except by a writing signed by the Party against whom such waiver or modification is sought.

39.2 Non-Waiver of Rights. No waiver or default by Lessor of any of the terms, conditions, covenants or agreements hereof to be performed, kept or observed by Lessee shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions or agreements herein contained to be performed, kept or observed by Lessee, and Lessor shall not be restricted from later enforcing any of the terms and conditions of this Lease.

39.3 Amendment. Only a written instrument executed by the Parties may amend this Lease.

39.4 Invalid Provisions. Should any provision of this Lease or any application thereof be held invalid by a court of competent jurisdiction, the remainder of this Lease shall not be affected thereby, unless one or both Parties would be substantially and materially prejudiced.

39.5 Litigation Expenses. In the event of litigation between Lessor and Lessee, the prevailing Party shall be entitled to recover its attorneys' fees and all costs and expenses of litigation, including witness fees, expert witness fees, and court costs.

39.6 Headings. The headings contained herein are for convenience in reference only and are not intended to define or limit the scope of this Lease or any term thereof.

39.7 Entire Agreement. This Lease, including exhibits attached hereto at the time of its execution, constitutes the entire agreement between the Parties hereto and supersedes all prior negotiations, understandings and agreements between the Parties concerning such matters.

40. INCORPORATION OF RECITALS.

The recitals set forth herein are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

[SIGNATURES ON FOLLOWING PAGE]

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

EXECUTED to be effective on the date specified above.

LESSOR:

LESSEE:

CITY OF BUCKEYE, an Arizona
municipal organization

NWSkysports, a sole proprietorship

By: GPB

Eric W. Orsborn, Mayor

Name: Gary Boggs

ATTEST:

Title: Owner

Lucinda J. Aja, City Clerk

Exhibit A

DESCRIPTION OF PREMISES

Terminal Building Room #2 is located on the southeastern portion of the Airport Terminal.



Exhibit B

AIRPORT RATES & CHARGES SCHEDULE

On file with City Clerk.

Exhibit C**AIRCRAFT OPERATIONS GUIDELINES**

Lessees who operate aircraft at the City of Buckeye (the "Airport") are subject to the provisions of this Exhibit C.

C1. Use of Airport. Lessee is engaged in the storage and operation of the aircraft for its lease-related and approved purposes, and desires to use the Airport landing facilities for certain types of operations for commercial purposes including, but not limited to: 1) taxiing and maneuvering on Airport runways, taxiways, ramps and aprons; 2) landings and approaches ("touch and go", "stop and go"); and 3) low approaches.

C2. Fees. Lessee shall pay Lessor fees as outlined below:

C2.1 *Landing Fee:* Lessee shall pay a landing fee at a rate equal to the amount reflected on the most current Airport Rates and Charges Schedule at the time of the aircraft operation, for each flight subject to a landing fee operated by or in conjunction with Lessee. The weight of any particular aircraft shall be its maximum certificated gross landing weight (MGLW). The amount owed to Lessor for each chargeable aircraft landing for each preceding calendar month shall be due and payable no later than the TWENTIETH (20th) day of the month succeeding the calendar month in which said aircraft landings took place.

C2.2 *Aircraft Ramp Space.* Lessee shall pay Lessor monthly, an aircraft-parking fee in an amount equal to that specified in the most current Airport Rates and Charges Schedule at the time of use, for each overnight aircraft parking position used by Lessee that is situated on Airport ramp outside Lessee's Premises. Such fees, if any, shall be payable to Lessor no later than the TWENTIETH (20th) day of the month following that in which Lessee occupied or used such space.

C2.3 *Other Space.* When available and specifically assigned to Lessee, Lessee shall pay Lessor monthly, in advance, a fee for Lessee's non-exclusive use of other space not situated on or part of the Premises. The location and cost of such other space shall be determined by Lessor at its sole discretion, and both may be subject to change from time to time by Lessor, as necessary.

C2.4 *Additional Space/Services.* In the event that Lessee requires space or special services such as, but not limited to, aircraft line services, out-of-station ARFF standby, operations safety officers, ground service equipment, or fuel spills response teams, Lessee shall pay Lessor's standard fees for such services at the time the service is rendered, unless a secured account or agreement is established prior to requesting additional services.

C3. Books and Records. Lessee shall maintain permanent books, records and ledgers accurately reflecting the total number of monthly Aircraft landings for each aircraft subject to a landing fee and any other aforementioned fee indicating the make, type (including model designation), registration, maximum certificated gross landing weight, and arrival and departure time of each aircraft involved. These records shall be made available to Lessor upon request. In addition to monthly payment as set forth in Section C2 herein and together therewith, Lessee shall provide Lessor with a written report, indicating all aircraft operations and related information for the preceding calendar month.

C4. Disabled or Abandoned Aircraft. Should any aircraft owned or operated by Lessee through accident or for any other reason, become disabled or be abandoned in any area which could interfere with the continuous, normal operations of any of the runways, taxiways and airfield facilities at the Airport, Lessee shall:

C4.1 Immediately remove said aircraft to such location as may be designated by Lessor, unless such aircraft is required to remain in place pending investigation by the appropriate regulatory agency or agencies of the federal government; and

C4.2 In the event of any accident where federal investigation in place is required, immediately upon receiving clearance to do so from the appropriate federal agency, remove said aircraft and any wreckage or debris resulting therefrom to the area(s) designated by said federal agency authorizing such removal; otherwise, such aircraft wreckage and debris shall be immediately removed from the Airport or stored at a location approved by Lessor.

C4.3 Should Lessee fail to proceed immediately to remove disabled aircraft, or should aircraft owned or operated by Lessee be abandoned on the Airport, Lessor shall have the right to remove such aircraft by any means Lessor deems necessary under the circumstances, and Lessee shall indemnify, defend, keep and hold Lessor, its members, board of directors, officers, agents, officials, servants, employees and contractors harmless from and against any and all claims, costs, loss, liability, actions, suits, proceedings, damage or expense (including costs of suit and attorneys' fees and expenses) incurred by Lessor or claimed by anyone by reason of removal of said aircraft, injury to persons or property or damages to such aircraft caused by such removal, as well as storage costs therefor. Lessee shall reimburse Lessor for any costs incurred by Lessor in removing and storing any aircraft, any property damage to the airport caused by such aircraft or removal within ten (10) business days of demand therefor.

C5. Aviation Fuel. Lessee, at Lessee's sole cost and expense, shall procure aviation fuel delivered to its aircraft on the Airport. If fueling or defueling aircraft owned or operated by Lessee, or under Lessee's direct control, Lessee shall comply fully with Lessor's *Aviation Fuel Storage, Dispensing and Handling Guidelines*.

C6. Fly Friendly Procedures. Lessee acknowledges receipt of Lessor's *Fly Friendly* noise abatement procedures, and shall provide such information to flight crews, post the information in the Lessee's flight planning area, and use the procedures to the extent possible, when consistent with safety and Air Traffic Control directives.

Exhibit D

AIRPORT MINIMUM STANDARDS
&
RULES AND REGULATIONS

On file with the City Clerk.

Exhibit E

STORM WATER PERMIT COMPLIANCE

E1. Acknowledgments.

E1.1 The Lessee acknowledges that as a consequence of its activities, operations or location at the City of Buckeye Airport, the Lessee, may be required by EPA Regulations 40 CFR Part 122 (Regulations) to obtain a National Pollution Discharge Elimination System (NPDES) Storm water discharge permit (the “Permit”), a requirement that Lessee can fulfill by:

E1.1.1 Obtaining its own permit; or

E1.1.2 Joining as a co-permittee under Lessor’s current storm water permit.

E1.2 Lessor has undertaken to obtain a storm water discharge permit, and Lessee acknowledges that it will enjoy a substantial economic benefit by joining as a co-permittee, and that such benefit serves as good and sufficient consideration for the obligations imposed upon and assumed by Lessee under this Exhibit.

E1.3 Lessee acknowledges that it will have to devise and implement Best Management Practices (BMPs) to minimize the contact of storm and other precipitation event water with “significant materials” (as defined in the Regulations) generated, stored, handled or otherwise used by Lessee, and to document such BMPs with a written storm water management plan.

E2. Agreement.

E2.1 Lessee agrees to be made, and to be, a co-permittee on Lessor’s NPDES storm water discharge permit, and agrees that said Permit, as it is issued by the EPA, and as it may thereafter be amended, modified or otherwise changed, is incorporated by reference into this Exhibit and any subsequent renewals.

E2.2 Lessor agrees that, to the extent allowed by law, Lessee shall have the right to be removed from Lessor’s Permit should this Lease be cancelled or terminated for other reasons, or due to Lessee’s relocation, noncompliance with Permit requirements or exercise of choice; provided that, in no event shall Lessee be relieved of its obligation to comply with the requirements of the NPDES permit program with regard to its occupation and use of the Premises, nor shall Lessee be excused from any obligations or indemnifications incurred and owed to Lessor prior to Lessee’s removal from the Permit, resulting from a failure of Lessee to fulfill an obligation of the Permit.

E3. Compliance.

E3.1 Lessor will provide Lessee with a true and complete copy of the Permit and any revisions thereto, and will, as time and personnel allow, consult with and assist Lessee with regard to Permit and other requirements.

E3.2 Lessor shall have the right to monitor Lessee’s compliance with the Permit requirements, including, but not limited to: certification of non-storm water discharges; collection of storm water samples; preparation of storm water management plans; implementation of BMPs; and the maintenance of necessary records.

E3.3 Lessor reserves the right to impose upon Lessee any BMP or other action necessary to insure Lessor’s ability to comply with its Permit requirements or applicable Rules. Lessee shall have ten (10) days from date of receipt of written notice imposing such BMPs or other requirements to notify Lessor in writing if it objects to any action it is being directed to undertake. If Lessee does not provide

the specified timely notice, it will be deemed to have assented to implement the BMPs or other requirements. If Lessee provides Lessor with timely written notice of its objections, the Parties agree to negotiate a prompt resolution of their differences. Lessee warrants that it will not serve a written notice of objections for purposes of delay or avoiding compliance.

E3.4 Lessee agrees to implement at its sole expense, unless otherwise agreed to in writing between Lessor and Lessee, those Permit and other requirements which pertain to its operations and activities on the Airport, Lessee warrants that it will use its best efforts to meet all deadlines established by statute, regulation or ordinance, or that are agreed to by the Parties. Lessee acknowledges that time is of the essence in the implementation of all Permit requirements.

E4. Permit Changes. Lessee acknowledges that the terms and conditions of Lessor's Permit may change from time to time, and upon prior written notice from Lessor to Lessee of proposed changes, Lessee shall be given the opportunity to submit comments to Lessor prior to negotiations with the appropriate governmental entity(ies) for permit modifications.

E5. Material Condition. Full compliance with the NPDES permit program, 40 C.F.R. Part 122, is a material condition of this EXHIBIT and for any breach thereof which exposes Lessor to civil or criminal fine, penalty, sanction or remediation cost by any governmental entity. Lessor may terminate this Exhibit without recourse by Lessee.

E6. Covenant of Good Faith. Lessor and Lessee covenant to act in good faith to implement any requirements imposed by Lessor's Permit, to the end that the purposes of Section 402(P) of the Federal Water Pollution control Act (33 U.S.C. 1342 (P)) may be achieved. The Parties acknowledge that close cooperation will be necessary to ensure compliance with any Permit requirements to promote safety and minimize costs, and each Party agrees to a candid exchange of information necessary to coordinate a storm water management and monitoring plan.

E7. Indemnification. The covenants of insurance and indemnification in favor of Lessor imposed by other provisions of this Exhibit shall extend to, and are incorporated into, the provisions of this Exhibit.

✂ -----

**NOTICE OF LESSEE INTENTION TO JOIN OR REJECT NPDES CO-PERMITTEE
STATUS**

I, _____, on behalf of NWSKYSPORTS, being duly authorized to do so, acknowledge that I am fully informed of our obligations under the National pollutant Discharge Elimination System permit program as mandated by Section 402 (P) of the Federal Water Pollution Control Act (33 U.S.C. 1342 (P)), and regulations published in 40 C.F.R. Part 122.

I further acknowledge that we have been offered the opportunity to join with the City of Buckeye Airport as a co-permittee of the NPDES permit issued by the Environmental Protection Agency as it pertains to the City of Buckeye Airport (the "Airport"), in accordance with the terms and conditions set forth above.

I, on behalf of NWSKYSPORTS and being duly authorized to do so, ☐ desire to ☐ decline to (please check the appropriate box) join the City of Buckeye Airport as a co-permittee. I understand and accept the obligation to comply with the aforesaid statute and regulations as they may apply to our activities and operations at the Airport.

Dated this _____ day of _____, 2021.

By: _____

Name: _____

Its: _____

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 10/05/21	AGENDA ITEM: 6.G. Lease renewal Copperstate Fly-In
DATE PREPARED: 09/30/21	DISTRICT NO.: 1
STAFF LIAISON: Jeff Webbe, Airport Coordinator, jwebbe@buckeyeaz.gov, (623) 695-4555	
DEPARTMENT: Economic Development	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on the Airport Property Lease Agreement between the City of Buckeye, an Arizona municipal corporation, and Copperstate Fly-In, an Arizona domestic non-profit corporation; and authorizing the Mayor to execute and deliver said Agreement.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

SUMMARY

PROJECT DESCRIPTION:

Copperstate Fly-In current tenant of Buckeye Municipal Airport, desires to renew their lease two (2) years with two (2) additional periods of two (2) years each.

BENEFITS:

Copperstate Fly-In has been a partner with the City of Buckeye and the Buckeye Municipal Airport since 2018. During that time, the partnership has helped grow the Buckeye Air Fair and Copperstate Fly-In to the 3rd largest air fair in the country. This has led to increase awareness and promotion of the Buckeye Municipal Airport.

FUTURE ACTION:

Manage the lease agreement throughout the terms of the agreement.

BUDGETED:

Yes

FISCAL YEAR:

2022

FUND/DEPARTMENT:

40103200-413130

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

ATTACHMENTS:

[09.28.2021 Copperstate Fly-In.pdf](#)

CITY OF BUCKEYE
AIRPORT PROPERTY LEASE AGREEMENT

with

Copperstate Fly-In

Effective Date: November 1, 2021

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page No.</u>
1.	LEASE.....	1
2.	TERM.	3
3.	NONEXCLUSIVE RIGHTS.....	3
4.	RENT.	3
5.	PERFORMANCE GUARANTEE.	5
6.	AIRCRAFT OPERATIONS GUIDELINES.	5
7.	IMPROVEMENTS.....	5
8.	MAINTENANCE.....	6
9.	ASSIGNMENT, SUBLETTING AND OTHER TRANSFERS.	7
10.	IDENTIFICATION SIGNS.....	8
11.	DEFAULT; TERMINATION BY LESSOR.....	8
12.	ASSUMPTION OF CRITICAL OPERATIONS.	10
13.	INDEMNIFICATION.	10
14.	ENVIRONMENTAL PROTECTION.....	10
15.	PROTECTION OF WETLANDS.	15
16.	SPECIAL PROVISIONS.	15
17.	INSURANCE.....	15
18.	SURRENDER OF POSSESSION.	16
19.	INSPECTION BY LESSOR.	16
20.	NOTICES.	17
21.	SEVERABILITY.....	17
22.	SALES AND PROPERTY TAXES.	17
23.	APPROVALS, CONSENTS AND NOTICES.	17
24.	LIENS AND MORTGAGES.....	17
25.	GOVERNING LAW; ATTORNEY'S FEES.....	21
26.	RULES AND REGULATIONS.	21
27.	CORPORATE AUTHORIZATION.....	21
28.	UTILITY LINES AND SERVICE CHARGES.	21
29.	RESERVATIONS TO LESSOR.....	22
30.	FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS.	22
31.	[RESERVED].	23
32.	REQUIRED PROVISIONS..	23
33.	ARCHEOLOGICAL OR CULTURAL RESOURCES.	24
34.	AIRPORT SECURITY [If applicable.].	24
35.	DEFAULT BY LESSOR.....	24
36.	BROKERS.....	24
37.	SALE BY LESSOR.....	24
38.	ESTOPPEL CERTIFICATE.	25
39.	MISCELLANEOUS.	25
40.	INCORPORATION OF RECITALS.....	25
	Exhibit A (Description of Premises)	A-1
	Exhibit B (Airport Rates & Charges Schedule)	B-1
	Exhibit C (Aircraft Operations)	C-1
	Exhibit D (Airport Minimum Standards and Rules and Regulations)	D-1
	Exhibit E (Storm Water Permit Compliance)	E-1

AIRPORT PROPERTY LEASE AGREEMENT

This Property Lease Agreement (the "Lease") is executed to be effective the First (1st) day of November 2021 (the "Effective Date") between the CITY OF BUCKEYE, an Arizona municipal corporation ("Lessor"), and Copperstate Fly-In, an Arizona domestic non-profit corporation ("Lessee"). Lessor and Lessee may be referred to jointly as "Parties," and each separately may be referred to as a "Party."

WITNESSETH:

WHEREAS, Lessor is the owner and operator of the Buckeye Municipal Airport generally located at the intersection of Yuma and South Palo Verde Road, City of Buckeye, Maricopa County, Arizona (the "Airport"); and

WHEREAS, Lessor has the right to lease, license and grant the use of property and facilities on the Airport and has full power and authority to enter into this Lease in respect thereof; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor the unimproved real property comprising of ONE-THOUSAND (1,000) square feet located at 3000 South Palo Verde Road, commonly known as the "Buckeye Municipal Airport" as set forth in Exhibit A attached hereto (the "Premises"); and

WHEREAS, Lessor desires to lease the Premises to Lessee on the terms and conditions set forth herein;

NOW THEREFORE, In consideration of the foregoing and of the mutual covenants and agreements herein contained, the Parties do hereby undertake, promise and agree, each for itself and its successors and assigns, as follows:

1. LEASE.

Lessor hereby leases the Premises to Lessee, subject to all easements and rights of way that may encumber the Premises, and further subject to all operational and use restrictions and other terms and conditions set forth in this Lease.

1.1 Right to Use Premises. Lessor agrees that so long as Lessee shall timely pay the Base Rent and other charges required to be paid hereunder, and perform all of its other obligations under this Lease, Lessee shall peaceably have and enjoy the use of the Premises without hindrance from Lessor. Lessee specially acknowledges that Lessee has inspected the Premises prior to entering into this Lease and agrees to accept the Premises in an "as is, where is" condition without any warranty or representation from Lessor, either express or implied, of any kind or nature whatsoever with respect to the Premises, including, but not limited to, any warranty of merchantability, habitability, or fitness for any particular or specific purpose, and all such warranties are hereby disclaimed. Should Lessee desire any inspection report, environmental assessment, survey, creation of a legal description, drainage report, or any similar study, Lessee shall be responsible for the same at Lessee's sole expense.

1.2 Substitution of Premises. In addition to Lessor's other rights set forth in this Lease, Lessor has the right (but not the obligation) to substitute Comparable Areas for all or any portion of the Premises, and any additions, alternations or improvements thereon, should Lessor, in its reasonable discretion, determine that taking of the Premises, any portion thereof or any improvement thereon, is required for other Airport purposes, and there exists no appropriate alternative. In the event Lessor makes the determination

to exercise its rights to substitute, all title, right and interest to the portion of the Premises taken shall immediately vest in Lessor. Furthermore, Lessor may require Lessee to vacate any portion or all of the Premises taken. For the purposes of this Section 1.2, the term “Comparable Areas” is defined to mean other facilities at the Airport, or any additions or extensions thereof, similar in size to the Premises, brought to the same level of improvement as the Premises and having the same or similar usefulness to Lessee as the portion taken. Lessor shall bear all expenses of bringing the substituted area to the same level of improvement as the Premises, and of moving Lessee’s improvements, equipment, furniture and fixtures to the substituted area. If any of Lessee’s improvements, equipment, furniture or fixtures cannot be relocated, Lessor shall replace, at Lessor’s expense, such non-relocatable improvements and other property with comparable property in the Premises, and Lessor shall be deemed the owner of the non-relocated improvements and other property, free and clear of all claims of any interest or title therein by Lessee, or any other third party whomsoever. It is the specific intent of this Section 1.2 that Lessee be placed, to the extent possible, in the same position it would have been, had Lessor not substituted new premises for the Premises; provided, however, that Lessor shall not be obligated to reimburse Lessee for any damages, including lost profits or revenues, due to such substitution. Notwithstanding the foregoing, Lessor shall use reasonable efforts to avoid disruption to Lessee’s business.

1.3 Access. Lessee is granted the right of reasonable access to and from the Premises via such portions of the Airport as are or may be necessary to allow Lessor’s conduct its business operations permitted herein at and on the Premises. Lessor reserves the right to designate the location of such access and to change its location from time to time, as Lessor deems reasonably necessary and appropriate.

1.4 Permitted Uses. Subject to the provisions of this Section 1.4, Lessee may use the Premises for the storage of equipment and vehicles used to support the annual Copperstate Fly-In.

1.5 Prohibited Activities. Lessee shall not use or permit its agents, employees, contractors, invitees, licensees or customers to use the Premises or the Airport for any use that is in violation of the Airport Rules and Regulations, the Airport Minimum Standards, any matters of record, or applicable laws, rules, regulations and operating policies of any governmental authority, including Lessor, or for any other activity or operation that does not have advance, written approval of Lessor’s Airport Manager. Lessee’s use of the Premises is subject to all applicable laws, rules and regulations of any governmental authority, and to Lessee’s compliance with the Airport Minimum Standards and Lessor’s applicable code and regulations. Lessee shall not perform maintenance or repairs that would include use or exposure of petroleum products (oil, fuel, hydraulics, etc.) within the hangar. All such activities shall only be permitted outside of the hangar in a designated as determined by mutual agreement of the Lessor and Lessee.

1.6 Continuous Operation. Upon commencement of business operations at and on the Premises, Lessee shall designate an on-site manager for the term of this Lease who shall be available to Lessor and Lessee’s customers during normal business hours. Lessee also shall provide its services and operate its business, at a minimum, during normal business days, and otherwise as necessary to accommodate customer and special event requirements.

1.7 Lessee Acknowledgement. Lessee acknowledges and agrees that its obligations to pay Base Rent and all other charges due and owing under the terms hereof shall be absolute and unconditional, and shall not be affected by any circumstances whatsoever, including, without limitation: (i) any set-off, counterclaim, recoupment, defense or other right which Lessee may have against Lessor or the United States of America or anyone else for any reason whatsoever; (ii) any liens, encumbrances or rights of others with respect to the Premises; (iii) the invalidity or unenforceability or lack of due authorization or other infirmity of this Lease or any lack of right, power or authority of Lessor or Lessee to enter into this Lease; (iv) any insolvency, bankruptcy, reorganization or similar proceedings by or against Lessee, or any other person; or

(v) any other cause, whether similar or dissimilar to the foregoing, any future or present law notwithstanding, it being the intention of the Parties hereto that all rent being payable by Lessee hereunder shall continue to be payable in all events and in the manner and at the times provided herein.

2. TERM.

2.1 Initial Term. The term of this Lease shall be for a period of TWO (2) years, commencing at 12:00 A.M. on the Effective Date, November 1, 2021, and terminating 11.59 P.M. on October 31, 2023 thereafter (the "Term").

2.2 Renewal Term(s). Provided Lessee is not then in default of this Lease and subject to approval of Lessor, Lessee shall have the option of extending the Term for TWO (2) additional periods of TWO (2) years each (an "Extension"). Lessee may exercise an Extension by giving written notice to Lessor of its desire to do so no later than sixty (60) days prior to the expiration of the Term, as set forth in Section 2.1 herein. If Lessee has properly notified Lessor of its desire to exercise an Extension and Lessor approves in writing, then Lessee's Extension of the Term of this Lease shall become effective and all references herein to the "Term" shall mean the initial term as extended.

3. NONEXCLUSIVE RIGHTS.

Lessee shall have the exclusive right to occupy and use the Premises while in compliance with the terms and conditions of this Lease. All other rights granted to Lessee under this Lease are nonexclusive. Lessor may, in its sole discretion and at any time, permit third parties to conduct any and all business activities at the Airport that Lessor deems appropriate, or conduct such activities itself, provided that such activities do not require or materially interfere with Lessee's use of the Premises.

4. RENT.

4.1 Base Rent. Lessee agrees to pay Lessor rental for the use of the Premises the annual amount of TWO-HUNDRED FIFTY DOLLARS (\$250.00) (or approximately TWENTY-FIVE CENTS (\$0.25) per square foot per year) for the Leased Premises, payable in monthly installments of TWENTY-DOLLARS AND EIGHTY-THREE CENTS (\$20.83) (the Base Rent). It is anticipated that partnering with the annual Buckeye Air Fair will increase fuel sales during the month of February. If fuel sales should reach 4,500 gallons for the month of February, the Lessor agrees the revenue, at the then current City of Buckeye Airport price per gallon, from said sales will constitute reasonable consideration of the value of the ground lease over its term. The Lessee shall remit to the City of Buckeye any amount, at the current price per gallon, that is short of the 4,500 gallon minimum.

- (a) Lessee shall receive credit against the Base Rent for Lessee funds expended on improvements and repairs to the Premises with the prior written permission of the Public Works Director, provided the Public Works Director finds the improvements and repairs are reasonable in his professional opinion, Lessee provides quotes for repairs prior to executing any work, and Lessee provides paid invoices reflecting the expenditures of funds related to the necessary repairs to the Premises.
- (b) Lessee shall only pay for the premises as described in Section 4.1 above as part of the rent to the Lessor. Lessee shall pay all other fees as listed in the Airport Schedule of Fees in Exhibit B of this agreement, including, but not limited to Fuel Flowage, FBO and/or SASO permits, aircraft storage (outside of leased hangar space), etc.

4.2 CPI Increases. The annual Base Rent paid by Lessee shall be increased (but never decreased) on every TWELVE (12) month anniversary of the Effective Date of this Lease by the percentage equal to the greater of THREE PERCENT (3%) or the percentage that the Consumer Price Index (CPI) (as defined below) increased during the immediately preceding twelve (12) month period ending ninety (90) days prior to the adjustment period; except, however, that in no case shall any single, 12-month rate of increase exceed FIVE PERCENT (5%). For purposes of this Lease, CPI means the United States Department of Labor, Bureau of Statistics Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average (1982-1984=100). If at any time CPI ceases to exist, Lessor may substitute any official index published by the Bureau of Labor Statistics or by a successor or similar government agency as may then exist and which in Lessor's reasonable business judgment shall be most nearly equivalent to the CPI.

4.3 Market Adjustments to Base Rent. *Reserved*

4.4 Airport Rates and Charges Schedule. Lessee or its subtenants, as applicable, shall pay the most current Airport Rates and Charges at the time of receipt of service or use of covered facilities and/or services unless specifically outlined in this Lease. The current Airport Rates and Charges Schedule is included as Exhibit B and is subject to change without prior notice or approval of Lessee. Lessee acknowledges and agrees that Lessor may amend the Airport Rates and Charges Schedule at any time at Lessor's sole discretion, and that no fee shall apply to the use of the Premises or access to the Premises.

4.5 Payment.

4.5.1 The first payment of Base Rent shall be paid upon the delivery of this Lease, for the period from the Effective Date until the end of the calendar month in which the Effective Date occurs, prorated on the basis of the number of such days to the total number of days in said month. Thereafter all Base Rent payments shall be paid in monthly installments, in advance, on the first day of each calendar month (the "Base Rent Due Date"). On each such date, Lessee shall pay the full Base Rent payment.

4.5.2 No payment to or receipt by Lessor of a lesser amount than that which is due and payable under the provisions of this Lease at the time of such payment shall be deemed to be other than a payment on account of the earliest payment due, nor shall any endorsement or statement on any check or payment prejudice in any way Lessor's right to recover the balance of such payment or pursue any other remedy provided in this Lease or by law.

4.5.3 All payments and reports required by this Section 4.5 shall be remitted to the following address by the due date(s) specified hereinabove:

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Facsimile: (623) 349-6000
Attn: Finance Department - Airport

or such other address specified in writing by Lessor to Lessee.

4.6 Finance Charges and Late Fees. If Lessee fails to pay any installment of Base Rent or any other charge due and owing to Lessor in full on or before the applicable due date, Lessee shall be responsible for interest on the unpaid installment at the rate of eighteen percent (18%) per annum from the due date until payment in full is made. In addition, in the event any installment of Base Rent is paid more than ten (10) days after the due date, a late penalty of ten percent (10%) of the amount of such delinquent Base Rent installment shall be due and payable in addition thereto.

4.7 Taxes. In the event any governmental authority shall impose a tax or imposition based upon any Base Rent payments or any other sums paid or owing hereunder or the receipt of such payments by Lessor, then Lessee shall pay such amounts to Lessor at the same time and in addition to payments hereunder, which amounts may include, but are not limited to, any or all rental, transaction privilege, sales, excise or other similar tax except income taxes. Lessee's obligation to pay such amounts together with any interest thereon and/or penalties therefor, shall survive the termination of this Lease.

4.8 Survival. Lessee's obligation to pay all amounts stated herein, together with any interest thereon and/or penalties therefor, shall survive the termination of this Lease.

5. PERFORMANCE GUARANTEE.

5.1 On or before the Effective Date, Lessee shall pay to Lessor an amount equivalent to two (2) months Base Rent, or FORTY-ONE DOLLARS AND SIXTY-SEVEN CENTS (\$41.67), as a security deposit to insure the faithful performance of all of Lessee's obligations hereunder (the "Performance Guarantee"). The Performance Guarantee shall be adjusted annually, as required, and Concessionaire shall pay Lessor, within five (5) business days of Airport Manager's written request therefor, such additional monies as may be necessary to maintain the Performance Guarantee as a sum equal to two (2) month's Base Rent.

5.2 The Performance Guarantee, at the election of Lessor, may be applied in reduction of any loss and/or damage sustained by Lessor by reason of the occurrence of any breach, nonperformance or default by Lessee under this Lease without the waiver of any other right or remedy available to Lessor at law, in equity or under the terms of this Lease. If any portion of the security deposit is so used or applied, Lessee shall, within five (5) days after written notice from Lessor, deposit with Lessor immediately available funds in an amount sufficient to restore the security deposit to its original amount. In the event of a sale or other transfer of the Premises by Lessor, Lessor shall transfer the remaining balance (if any) of the Performance Guarantee to Lessor's successor in interest, whereupon the transferor Lessor shall be released from liability to Lessee for the return of such Performance Guarantee. Unless this Lease is terminated as a result of Lessee's default, upon termination, Lessor shall return to Lessee all portions of the Performance Guarantee which were not applied by Lessor as permitted above. Lessor shall have no obligation to maintain a separate account for such security deposit and shall have no obligation to pay interest thereon.

6. AIRCRAFT OPERATIONS GUIDELINES.

If and to the extent that Lessee operates aircraft at or on the Airport, Lessee shall be subject to the provisions of Exhibit C. If any subtenant of Lessee on or at the Premises operates aircraft at the Airport, such subtenant also shall be subject to the provisions of Exhibit C, which Lessor may enforce directly against such subtenant.

7. IMPROVEMENTS.

7.1 Construction by Lessee. *Reserved*.

7.2 Construction Milestones. *Reserved*.

7.3 No Alterations. Lessee shall make no exterior improvements or alterations to the Premises during the Term of this Lease without the prior written permission of Lessor, which shall not be unreasonably withheld or delayed and, if and to the extent applicable, without the approval by Lessor's

Design Review Committee. Lessee shall provide Lessor with electronic as-built drawings (or their equivalent) when any improvement or alteration is completed for which such drawings are reasonably required

7.4 Title to Alterations and Improvements. Title to all improvements and alterations on the Premises (but not personal property or trade fixtures) shall vest in Lessor upon the expiration of this Lease, and Lessee agrees to execute and deliver to Lessor, within ten (10) days after Lessor's request therefor, a quitclaim deed confirming that title to such improvement and alterations is vested in Lessor.

7.5 Mechanics' Liens. Lessee shall keep the Premises and any/all improvements constructed by Lessee thereon free of any mechanic or materialmen's liens. In the event that any such lien is filed, Lessee shall, at its sole cost, cause such lien to be removed from the Premises by bonding or otherwise within thirty (30) days of notice thereof.

7.6 Permit Required. Lessee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable. All structural, electrical, plumbing or mechanical construction or reconstruction shall conform to City of Buckeye (the "City") construction and technical codes. No such work shall be commenced without first submitting required plans and obtaining required permits from the City. All such work shall be permitted, inspected and approved by the City prior to concealment or use. Lessee shall provide to Lessor a contemporaneous copy of Lessee's permit application and the associated plans and specifications.

7.7 Damage or Destruction. Lessee shall maintain insurance on the Premises and all improvements and personal property located on and within the Premises. In the event that all or any portion of the Premises is destroyed or rendered unusable, Lessee shall be entitled to replace, repair, restore, modify or improve the Premises, subject to the provisions of Section 7.6, using insurance proceeds together with any additional funds from other available sources, or, alternatively, Lessee shall pay the replacement cost of the Premises to Lessor.

7.8 Fire Department Approval. Lessee shall provide for approval of the City Fire Marshall a fire protection plan for the premises prior to commencing operations. The Fire Marshall has provided guidance to the Lessee for the proper protection of the premises prior to the execution of this lease. The Lessee shall maintain the approved fire protection plan throughout the life of the lease.

8. MAINTENANCE.

8.1 Maintenance by Lessee. Lessee shall, at its sole cost and expense, keep the Premises and all improvements therein in a neat and clean condition and in good order, condition and repair. Lessee shall prepare, maintain and follow a preventative maintenance schedule for all mechanical, electrical, plumbing, drain, piping and air conditioning systems on the Premises, and, upon request, provide a copy of such schedule to Lessor and, if required by Lessor, a list of the dates on which such maintenance was actually done.

8.2 Damage to Lessor Property. Any real or personal property of Lessor damaged or destroyed by Lessee as a result of Lessee's use or occupancy of the Premises shall be promptly repaired or replaced by Lessee to the satisfaction of Lessor. In lieu of such repair or replacement, where required by Lessor, Lessee shall pay to Lessor an amount sufficient to compensate for the loss sustained by Lessor.

8.3 Trash Removal. Lessee shall at all times keep the Premises in a neat, clean, safe, sanitary and orderly condition and shall keep such area free of all trash and debris. Lessee shall be responsible for all trash removal from the Premises. Such trash removal shall be performed on a not less than weekly basis, and all trash shall be disposed of off the Airport. Prior to its removal from the Airport, Lessee shall deposit all trash and debris only at collection stations located on the Premises, in accordance with City code.

8.4 Emergency Repairs. Within fifteen (15) days of the Effective Date, Lessee shall provide Lessor with a list of names and telephone numbers for 24-hour emergency contact for the Premises. Lessee shall promptly provide Lessor with updated lists and changes as necessary.

9. ASSIGNMENT, SUBLETTING AND OTHER TRANSFERS.

9.1 Right to Transfer. Lessee may freely transfer, assign, encumber, pledge or hypothecate its interest in this Lease or any right or interest hereunder, or sublet the Premises or any part thereof, without the prior consent of Lessor; provided, however, any assignment other than an assignment as security in conjunction with or as part of a mortgage or deed of trust or an assignment by means of a foreclosure or trustee's sale thereunder shall require Lessor's reasonable prior written consent. In the case of an assignment (other than an assignment as security), the assignee must expressly assume in writing all of Lessee's obligations under this Lease, and in the case of a sublease, the sublease shall expressly provide that it is subject to all of the terms and conditions of this Lease. Upon an assignment of all of its interest in this Lease, the assignor shall be released from all liability and obligation under this Lease from and after the effective date of the assignment.

9.2 Consent Not Required. Lessee may, without Lessor's consent, cause a Transfer to an Affiliate (as hereinafter defined) if Lessee: (i) notifies Lessor at least thirty (30) days prior to such transfer; (ii) delivers to Lessor, at the time of Lessee's notice, current financial statements of Lessee and the proposed transferee that are reasonably acceptable to Lessor; and (iii) the transferee assumes and agrees in writing to perform Lessee's obligations under this Lease. For purposes of this paragraph, "Affiliate" means any person or entity that, directly or indirectly, controls, is controlled by or is under common control with Lessee. For purposes of this definition, "control" shall mean possessing the power to direct or cause the direction of the management and policies of the entity by the ownership of a majority of the voting securities of the entity.

9.3 Deemed Transfers. For the purposes of this Lease, a Transfer shall be deemed to include the following: (i) if Lessee is a corporation, partnership, limited liability company, or other legal entity, the transfer of any ownership interest in such entity resulting in a change in the present control of such entity by the person or persons owning a majority of the ownership interest thereof as of the date of this Lease; provided, however, if Lessee is a corporation whose stock is traded on a nationally recognized stock exchange, the transfer of Lessee's stock shall not constitute a Transfer requiring Lessor's consent; or (ii) the sale of twenty-five percent (25%) or more in value of the assets of Lessee.

9.4 Non-Disturbance. Lessor agrees, for the benefit of all subtenants of all or any part of the Premises, that if this Lease or Lessee's right to possession of the Premises is terminated for default or otherwise, all subleases of all or any part of the Premises, except any sublease to an affiliate of Lessee, shall continue in full force and effect notwithstanding the termination as direct leases between Lessor and the subtenants and all such subtenants upon request shall attorn in writing to Lessor.

10. IDENTIFICATION SIGNS.

Lessee may install on the Premises, a sign or signs identifying its business, provided, however, that the general type, size, and location of such sign(s) shall conform to Lessor's Comprehensive Sign Plan, be approved in writing by Lessor in advance of installation and be subject to any signage rules, codes and/or regulations of any governmental authority.

11. DEFAULT; TERMINATION BY LESSOR.

11.1 Events of Default. Each of the following shall constitute a material default of this Lease by Lessee (an "Event of Default"):

11.1.1 The failure of Lessee to pay any installment of Base Rent or any other amount due from Lessee hereunder, provided that Lessee does not cure such failure within ten (10) business days after delivery by Lessor of a written notice of such failure.

11.1.2 The failure of Lessee to perform any of its other obligations under this Lease, provided that Lessee does not cure such failure within thirty (30) calendar days after delivery by Lessor of a written notice of such default; provided, however, if a cure of the default reasonably requires more than thirty (30) calendar days to complete, then the time to cure shall be extended so long as the cure is being diligently pursued.

11.1.3 The filing of any mechanic's, materialmen's or other lien or any kind against the Premises because of any act or omission of Lessee which lien is not discharged, by bonding or otherwise, within thirty (30) days of receipt of actual notice thereof by Lessee.

11.2 Lessor's Remedies. Upon the occurrence of an Event of Default under this Lease, Lessor may, without prejudice to any other rights and remedies available to a Lessor at law, in equity or by statute, but subject to the provisions of Sections 9.2 and 23 herein, exercise one or more of the following remedies, all of which shall be construed and held to be cumulative and non-exclusive:

11.2.1 Terminate this Lease and re-enter and take possession of the Premises; or

11.2.2 Without terminating this Lease, re-enter and take possession of the Premises and terminate Lessee's right of access or occupancy to the Premises; or

11.2.3 Without such re-entry, recover possession of the Premises in the manner prescribed by any statute relating to summary process, and any demand for Base Rent, re-entry for condition broken, and any and all notices to quit, or other formalities of any nature to which Lessee may be entitled, are hereby specifically waived to the extent permitted by law; or

11.2.4 With or without terminating this Lease, Lessor may re-let the Premises or any portion thereof.

11.3 No Implied Termination. Lessor shall not be deemed to have terminated this Lease unless Lessor shall have notified Lessee in writing that it has so elected to terminate this Lease. Lessee hereby waives all claims based on Lessor's reentering and taking possession of the Premises or removing and storing the property of Lessee and shall save Lessor harmless from all losses, costs or damages occasioned thereby. No such reentry shall be considered or construed to be a forcible entry by Lessor.

11.4 Lessor's Current Damages. Lessor is authorized to make such repairs, refurbishments or improvements to the Premises as may be necessary for the purpose of attempting to re-let the Premises, and

the costs and expenses incurred in respect of such repairs, redecorating, refurbishments and improvements shall be paid by Lessee to Lessor within five (5) business days after receipt of Lessor's statement. If Lessor exercises any of the remedies stated above, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of the Event of Default, which shall include, without limitation, (i) the equivalent of the amount of the Base Rent and all other payments which would be payable under this Lease by Lessee for the remainder of the term if this Lease were still in effect, less (ii) the net proceeds of any re-letting by Lessor after deducting all of Lessor's expenses in connection with such re-letting, which shall include, without limitation, repossession costs, repairs, redecorating, refurbishments or improvements to the Premises, brokerage commissions, attorneys' fees, and legal expenses. Lessee shall pay such current damages to Lessor, in the amount set forth in the preceding sentence (hereinafter called the "Deficiency"), in monthly installments on the days on which the Base Rent would have been payable under this Lease if this Lease were still in effect. All amounts collected by Lessor from subtenants shall be credited against Lessor's damages.

11.5 Lessor's Final Damages. At any time after an Event of Default, whether or not Lessor shall have collected any monthly Deficiency as set forth above, Lessor shall be entitled to recover from Lessee, and Lessee shall pay to Lessor, on demand, as final damages for the applicable Event of Default, the sum of (a) the then present worth (at a discount at the rate of six percent (6%) per annum) of (i) the aggregate of the Base Rent and all other amounts to be paid by Lessee hereunder for the unexpired portion of the term of this Lease (assuming this Lease had not been terminated), less (ii) the amount of such loss that could have been reasonably avoided, plus (b) repossession costs, Lessor's expenses in connection with any attempts is may have made to re-let the Premises (which shall include, without limitation, repairs, refurbishments or improvements to the Premises and brokerage commissions), attorneys' fees, legal expenses, and all other damages incurred by Lessor as a result of such Event of Default. In determining the amount of loss that could reasonably be provided, rents to be paid by subtenants pursuant to Section 9.4 and other reasonably projected rental income from leasing the Premises shall be taken into account.

11.6 No Waiver by Lessor. No waiver by Lessor of any breach or default by Lessee in the performance of its obligations under this Lease shall be deemed to be a waiver of any subsequent default by Lessee in the performance of any of such obligations, and no express waiver shall affect an Event of Default in a manner other than as specified in said waiver. The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar acts by Lessee.

11.7 Content of Default Notice. Any default notice tendered to Lessee hereunder shall be deemed to be sufficient if it is reasonably calculated to put Lessee on inquiry as to the nature and extent of such default, and is made in accordance with Section 19 herein.

11.8 Limitation on Exercise of Termination Remedy by Lessor. Notwithstanding anything to the contrary in Section 11.2 hereinabove, if an Event of Default occurs, Lessor shall not have the remedy of terminating this Lease or of taking possession of the Premises unless: (i) the Event of Default consists of a failure to pay of Base Rent or other amounts owed to Lessor; or (ii) Lessor has no other remedy that is adequate to protect Lessor's interests. Other remedies that are available to Lessor include self-help and recovery of damages and nothing in this Section 11 shall limit the exercise of any such other remedy.

11.9 Waiver of Landlord's Lien. Lessor hereby waives all statutory or common law landlord's lien rights with respect to personal property located on the Premises.

11.10 Cancellation. This Lease may be cancelled pursuant to the provisions of Arizona Revised Statutes Section 38-511.

12. ASSUMPTION OF CRITICAL OPERATIONS.
RESERVED

13. INDEMNIFICATION.

To the fullest extent permitted by law, Lessee hereby agrees to defend, indemnify and hold harmless Lessor and its members, elected or appointed officials, agents, contractors, subcontractors, boards, commissions and employees (hereinafter referred to collectively as the "Lessor" for purposes of this Section 13) for, from and against any and all claims, causes of action, liability, suits, litigation (including reasonable attorney's fees and other costs of investigation and litigation), actions, losses, damages or claims of any nature whatsoever which arise out of or in connection with (i) any accident, injury or damages occurring within the Premises, or (ii) any negligent act or omission of Lessee or its agents, employees, contractors, or subcontractors (hereinafter referred to collectively as "Lessee" for purposes of this Section 13) in connection with Lessee's operations hereunder and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or (iii) the failure of Lessee to comply with any provisions of this Lease. This indemnification shall exclude responsibility for any consequential damages and for claims arising by reason of the negligent or wrongful act of Lessor or its employees, contractors or agents.

14. ENVIRONMENTAL PROTECTION.

14.1 Definitions. Unless the context shall clearly require otherwise, the terms defined in this section shall, for all purposes of this Lease and of any agreement amendatory hereof or supplemental hereto, have the meanings herein specified, with the following definitions to be equally applicable to both the single and plural forms of any of the following:

14.1.1 *Environmental Laws.* The term "Environmental Laws" shall mean any one or all of the following, as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; the Toxic Substances Control Act, 15 USC Section 2601 et seq.; the Safe Drinking Water Act, 42 USC Section 300h et seq.; the Clean Water Act, 33 USC Section 1251 et seq.; the Clean Air Act, 42 USC Section 7401 et seq.; the Arizona Hazardous Waste Management Act, A.R.S. Section 49-921 et seq. the Arizona Environmental Quality Act, Title 49 of the Arizona Revised Statutes, as amended; and all regulations thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including substrata land, or that govern the use of hazardous materials, hazardous waste and hazardous substances and petroleum products.

14.1.2 *Hazardous Material.* The term "Hazardous Material" shall mean any toxic or hazardous material, substance or waste, or any pollutant or contaminant as defined or regulated pursuant to any Environmental law and petroleum products. For purposes of this definition, petroleum includes petroleum-based substances comprised of a complex blend of hydrocarbons derived from crude oil through processes of separation, conversion, upgrading and finishing (e.g., distillate fuel oils, petroleum solvents and used oils).

14.2 Release by Lessor. Lessee is not responsible or liable for any environmental damage of any kind or for the effects of Hazardous Material on the environment or on any person or property, if any, which have been caused by the use of, or releases from, the Premises prior to Lessee's occupancy of any

part of the Premises. Lessee is not liable for any claims or damages arising from environmental damage resulting or to result from contamination of any kind existing on the site or surrounding sites prior to Lessee's occupancy of the Premises.

14.3 Lessee Compliance.

14.3.1 Lessee shall, at the Lessee's own expense, comply with all present and hereafter enacted Environmental Laws, and any amendments thereto, affecting Lessee's operation on and property interest in the Premises during the period of Lessee's occupancy of the Premises under this Lease.

14.3.2 Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Airport by Lessee, its agents, employees, contractors or invitees in violation or threatened or suspected violation of any Environmental Law. The Parties recognize and agree that Lessee may bring on the Premises and use Hazardous Materials that are ordinarily and customarily used in aircraft servicing and maintenance, provided that such use shall fully comply with all applicable Environmental Laws.

14.3.3 If Lessee desires to install upon the Premises, any underground storage tanks ("USTs"), Lessee shall submit the plans for such USTs to Lessor for prior approval and shall comply with all applicable Environmental Laws related thereto, including Title 40, Code of Federal Regulations, Part 280, as adopted by the State of Arizona ("Part 280"), and Lessee shall be the owner of such USTs for statutory purposes. Installation of USTs shall comply with the "code of practice" set forth in Part 280. Lessee is solely responsible for the design, construction, installation, operation, monitoring, inspection, repair and maintenance of any and all USTs, including any connected piping and/or dispensing apparatus. Lessee shall provide to Lessor a copy of the Arizona Department of Environmental Quality Notification of Underground Storage Tank Registration that Lessee submits to the state. All USTs shall meet or exceed the tank performance standard for USTs installed after December 22, 1998, including corrosion protection, leak detection and spill/overflow protection. Any UST that stores flammable and combustible liquids shall meet the provisions of NFPA 30, Flammable and Combustible Liquids Code. Records demonstrating compliance with release detection requirements, including product inventories, calibration and maintenance, sampling, tightness testing and any other records, fees and taxes required by the state or federal governments shall be the responsibility of Lessee. Upon the expiration of this Lease, Lessee shall remove all USTs in compliance with all UST closure requirements under all applicable Environmental Laws in effect at that time unless otherwise allowed by Lessor.

14.4 Indemnification. To the fullest extent permitted by law, Lessee shall indemnify, defend (with counsel reasonably acceptable to Lessor), protect and hold harmless Lessor and its employees and agents for, from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result of any of Lessee's activities or operations on or discharged on or from the Premises during the Term of this Lease. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the property, land, soil and underground or surface water as required under the law. Lessee's obligations and liabilities under this Section 14.4 shall survive the termination of this Lease. The indemnification of Lessor by Lessee as described above includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material located on the property or present in the soil or ground water on or under the Airport. If Lessor's right to enforce Lessee's promise to indemnify is not an adequate remedy at law for

Lessee's failure to abide by the provision of this Section 14.4, Lessor shall have the right to injunctive relief in the event of any violation or threatened violation by Lessee.

14.5 Remediation. Without limiting the foregoing, if the presence of any Hazardous Material during the Term of this Lease caused or permitted by Lessee results in any Release on the Airport in violation or potential violation of any Environmental Law, Lessee shall promptly take action to remediate the affected property at its sole expense as is necessary to return the Airport to the condition existing prior to the introduction of any such Hazardous Material to the Airport; provided that Lessor's approval of such actions shall first be obtained, except in emergency, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Airport and Lessee is not under administrative or court order related to such remediation action. Notwithstanding Lessor's approval pursuant to this Section 14.5, Lessor is not responsible for directing or managing any remediation action. For purposes of this Section 14.5, the term "Release" means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping.

14.6 Governmental Submittals. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that a site characterization, site assessment and/or cleanup plan should be prepared and/or that a cleanup should be undertaken because of any spills or discharges of Hazardous Materials by reasons of Lessee's operations or actions at the Airport which occur during the term of this Lease, then Lessee shall, at the Lessee's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans.

14.7 Information Sharing.

14.7.1 Lessee shall immediately notify Lessor of any of the following: (i) Lessee's receipt of any notification from any governmental entity either charging or informing Lessee that it will be charged with a significant (as defined below) violation of Environmental Laws, and (ii) any significant change in Lessee's operation on the Premises that is reasonably likely to adversely change Lessee's or Lessor's obligations or liabilities under the Environmental Laws. In addition, Lessee agrees to provide Lessor with copies of documents reflecting the physical condition of the Premises, including but not limited to, environmental testing of soils and groundwater, and information reasonably requested by Lessor to determine the applicability of the Environmental Laws to the Premises, or to respond to any governmental investigation or claim of liability by third parties which is related to environmental contamination of the Premises or Lessee's operation thereon. A "significant violation of Environmental Law" shall be any violation that requires more than thirty (30) calendar days to resolve.

14.7.2 Lessee shall install on any UST that it installs pursuant to Section 14.3.3, a method or a combination of methods for Release detection that can detect a Release from any portion of the UST and the connected underground piping. Lessee shall immediately notify the Airport Department of Operations upon discovering a Release or Suspected Release of any amount of material that is stored inside the UST. For purposes of this Section, a "Suspected Release" is any discovery of released Hazardous Material at the UST site or surrounding area, erratic behavior of Hazardous Material dispensing equipment, the sudden loss of a Hazardous Material, an unexplained presence of water in the UST, or when monitoring indicates that a Release has occurred. In the case of inventory control, Lessee shall notify the airport operations department when the second consecutive month of inventory reconciliation data indicates that there is a discrepancy in the figures recorded.

14.8 Sublease. Lessee shall insert provisions substantially identical to the provisions of this Section 14 in any sublease agreement or contract by which it grants a right or privilege to any person, firm or corporation under this Lease.

14.9 Actions of Lessee. The activities or actions of Lessee under this Section 14 shall include the activities or actions of Lessee's officers, directors, employees, agents, contractors, invitees and successors.

14.10 Clean Water Act; NPDES Permits and SWPPPs. Without in any way limiting the foregoing, Lessee shall comply with all Environmental Laws regarding discharges to water and land, including, without limitation, obtaining and complying with an individual National Pollutant Discharge Elimination System ("NPDES") permit, or requesting coverage under and complying with any applicable multi-sector permit obtained by Lessor. If applicable, Lessee shall also prepare and comply with a site-specific Storm Water Pollution Prevention Plan ("SWPPP") or any revisions to an SWPPP, with respect to Lessee's operations or activities on the Premises. At Lessee's discretion, Lessee may choose to be added to Lessor's Storm Water Permit and, if such addition is desired, agrees to be subject to the provisions of Exhibit E attached hereto.

14.11 Environmental Assessments.

14.11.1 If, during the term of this Lease, any of Lessee's USTs are suspected of or known to be leaking, Lessee shall perform, or cause to be performed, a site characterization of the Premises using all appropriate sections of the LUST Site Characterization Manual dated January 15, 1999, or the most current edition, including tables 1 through 6, as applicable (a "Site Characterization").

14.11.2 Within thirty (30) calendar days immediately preceding the expiration of this Lease or within thirty (30) calendar days of any earlier termination of the Lease, Lessee shall:

a. Deliver to Lessor: (i) a Phase I environmental site assessment that conforms to the standards set forth in 42 USC § 9601(35)(B), as amended by Pub. L. 107-118 (Jan. 11, 2002), section 223(2), and as may be further amended, and any regulations thereunder; and (ii) an environmental compliance audit assessing the status of regulatory compliance of the Premises and all operations and activities thereon; both prepared by a qualified engineer licensed by the State of Arizona; and

b. In the event Lessee installs upon the Premises any USTs, perform or cause to be performed a Site Characterization of the Premises in the event there is evidence that there has been or may be a leak or Release of the UST contents; and

c. If either the assessment described in Section 14.11.2a (i) above or the Site Characterization described in Section 14.11.2a (ii) above identifies any "recognized environmental condition" or any other condition indicating a known or potential liability, including, but not limited to, a known or potential violation of any Environmental Law or a past, present, or material threat of a future release of a hazardous substance or a petroleum product into the environment, Lessor reserves the right, at Lessor's sole discretion, to require Lessee to conduct, at Lessee's sole expense and with a scope of work subject to Lessor's approval, further reasonable investigations and reasonable remediation.

14.12 Protective Devices and Plans. If Lessee is required by the City to estimate the possible constituents of sanitary sewer discharges in order that the City may define certain discharge limitations for the Premises, Lessee shall complete and return an Industrial Wastewater Discharge Questionnaire (the

“Questionnaire”) to the City and promptly provide Lessor with updates to the Questionnaire as they arise. Also, if the City so requires, Lessee shall install and maintain appropriate protective devices to prevent accidental discharge of any Hazardous Materials into domestic or industrial drains on the Premises, and for any other material for which a slug load discharge could pollute the Airport’s storm water discharge or disrupt operations at the sewage treatment plant serving the Premises. Lessee shall at all times post a notice in a prominent place on the Premises advising employees what actions to take and whom to call in the event of said discharge, and shall ensure that all employees of Lessee are trained with regard to the spill protection plan hereinafter referenced. Lessee also shall provide Lessor with immediate notice of any spill.

14.13 Right to Enter Premises. Lessor’s rights under this Lease specifically include the right of Lessor, the United States Government, the Environmental Protection Agency (the EPA), the Arizona Department of Environmental Quality (ADEQ) and the Arizona Department of Occupational Safety and Health (ADOSH) to enter the Premises upon reasonable notice to Lessee for purposes of: (i) inspecting Lessee’s compliance with environmental, occupational safety and health laws and regulations, whether or not such party is responsible for enforcing such laws; (ii) conducting environmental investigation or remediation, including, without limitation, performing tests and surveys, drillings, test-pitting, borings, compiling data and/or records, and other activities related to environmental investigation; and (iii) carrying out remedial or removal actions as required or necessary under applicable laws, including, without limitation, installing monitoring wells, pumping wells and/or treatment facilities. Lessor shall give Lessee twenty-four (24) hours prior notice of its intention to enter the Premises unless it determines the entry is required for safety, environmental, operations, or security purposes. Lessee shall have no claim against the United States, EPA, ADEQ, the Arizona ADOSH or Lessor, or any officer, agent, employee, or contractor thereof on account of any such entries.

14.14 Cleanup Requirements. Lessee agrees that Lessor assumes no liability to Lessee should Hazardous Materials cleanup or related requirements, whether imposed by law, regulatory agencies, the U.S. Government interfere with Lessee's use of the Premises. Lessee shall have no claim against Lessor or the United States or any officer, agent, employee or contractor thereof on account of any such interference whether due to entry, performance of remedial or removal investigations, or exercise of any right under this Lease or otherwise. Lessee agrees to comply with the provisions of any health or safety plan in effect or any hazardous substance remediation or response agreement with environmental regulatory authorities during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action shall, to the extent practicable, be coordinated with representatives designated by Lessee. Lessee shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof.

14.15 Spill Protection Plan. In the event Lessee undertakes any type of manufacturing, maintenance or other activities on the Premises involving the use or generation of any Hazardous Materials regulated by Hazardous Materials Laws, Lessee shall have an approved plan for responding to Hazardous Materials, fuel, and other chemical spills prior to commencement of operations on the Premises. Such plan shall comply with all applicable requirements and shall be updated from time to time as may be required to comply with changes in site conditions or applicable requirements, and shall be approved by all agencies having regulatory jurisdiction over such plan. Such plan shall be independent of Lessor’s spill prevention and response plans, if any. Lessee shall not rely on use of Lessor or Lessor personnel or equipment in execution of its plan. Lessee shall file a copy of the approved plan and approved amendments thereto with Lessor’s Airport Manager within thirty (30) calendar days of receipt of a CofO from the City. Notwithstanding the foregoing, should Lessor provide any personnel or equipment, whether for initial fire response and/or spill containment, on the request of Lessee, or because Lessee was not, in the opinion of Lessor, conducting fire fighting, containment or timely cleanup actions, Lessee agrees to reimburse Lessor for its actual costs in accordance with all applicable laws and regulations.

14.16 Wells. Lessee shall not install any new drinking water or other wells in any location on the Premises without the prior written approval of Lessor.

14.17 Construction Activities and Surface Disturbances.

14.17.1 During Lessee's construction of improvements on the Premises, if any, Lessee agrees that in the event any hazardous substances, pollutants, contaminants, petroleum or petroleum derivatives are found, Lessee shall promptly notify Lessor of such discovery and shall immediately cease said construction pending investigation and remedial action, if necessary, by Lessor or the appropriate regulatory agency.

14.17.2 After construction of Lessee's Improvements on the Premises, Lessee shall not conduct any subsurface excavation, digging, drilling or other disturbance of the surface without the prior written approval of Lessor, which shall not be unreasonably withheld.

15. PROTECTION OF WETLANDS.

Lessee shall minimize the destruction, loss, or degradation of wetlands located on the Premises. Lessor believes there are no wetlands existing on the Premises as of the Effective Date. However, before locating new construction in wetlands, if any exist, Lessee shall contact Lessor and the United States Army Corps of Engineers and obtain a permit or waivers under Section 404 of the Clean Water Act. For purposes of this Section 15, the term, "new construction," includes structures, facilities, draining, dredging, channeling, filling, diking, impounding, and related activities.

16. SPECIAL PROVISIONS.

16.1 Lessee shall comply with all applicable Federal, State, and local occupational safety and health regulations.

16.2 Lessee shall be responsible for determining whether it is subject to State and local sanitation, licensing, building code or building permit requirements and whether or not it requires a permit to do business and for compliance with them to the extent they are applicable.

17. INSURANCE.

17.1 Coverage Required. Lessee shall procure and maintain, or cause to be procured and maintained, the following types and amounts of insurance with respect to the Premises:

17.1.1 As set forth in the Buckeye Minimum Standard Requirements for Airport Aeronautical Services.

17.1.2 *Reserved*.

17.1.3 *Worker's Compensation* insurance, as required by law, and Employer's Liability insurance in the amount stated in the Buckeye Minimum Standard Requirements for Airport Aeronautical Services.

17.2 Form. Each insurance policy obtained pursuant to this Section, except for Worker's Compensation and Employer's Liability policies, shall: (i) name Lessor as an additional named insured; (ii) contain a provision that written notice of cancellation or modification thereof shall be given to Lessor not less than thirty (30) days before such cancellation or modification takes effect ten (10) days in case of nonpayment of premium); and (iii) contain a waiver of subrogation in favor of Lessor. Lessee shall not

permit any insurance policy to be canceled or modified without Lessor's written consent unless equivalent replacement policies are issued with no lapse in coverage. All policies shall be obtained from insurance companies licensed to do business in the State of Arizona and possessing a rating of at least A - VII or higher from the A.M. Best Company, or an equivalent rating and approved by Lessor.

17.3 Certificates of Insurance. Lessee shall deliver a certificate of insurance for each policy to Lessor, in standard ACORD form, prior to the Effective Date and shall continue to provide such certificates throughout the term of this Lease.

17.4 Additional Insurance. At any time during the term of this Lease, Lessor may, if in its reasonable determination the insurance coverage required by this Section 17 is no longer adequate, require Lessee to increase its coverage to commercially reasonable amounts.

17.5 Blanket Insurance. Lessee's insurance obligations under this Lease may be satisfied by means of "blanket" or excess policies.

17.6 Insurance by Lessor. In the event Lessee shall fail to procure any insurance required hereunder, Lessor may, upon written notice to Lessee, procure and maintain any or all of the insurance required of Lessee under this Section. In such event, all costs of such insurance procured and maintained by Lessor on behalf of Lessee shall be the responsibility of Lessee and shall be fully reimbursed to Lessor within ten (10) business days after Lessor advises Lessee of the cost thereof.

18. SURRENDER OF POSSESSION.

18.1 Condition of Property. Upon the expiration or termination of this Lease, Lessee's right to occupy the Premises and exercise the privileges and rights granted under this Lease shall cease, and Lessee shall peaceably surrender the same and leave the Premises broom clean and in good condition except for normal wear and tear. All trade fixtures, equipment, and other personal property installed or placed by Lessee on the Premises which are not permanently affixed thereto shall remain the property of Lessee, and Lessee shall have the right at any time during the term of this Lease, to remove the same from the Airport, and that Lessee shall repair, at its sole cost, any damage caused by such removal. Any property not removed by Lessee within the thirty (30) day period immediately following Lease termination shall become a part of the Premises, and ownership thereof shall vest in Lessor.

18.2 Holding Over. Lessee shall not remain in possession of the Premises after the expiration or earlier termination of the Term without the express written consent of Lessor. Should Lessee hold over without the express written consent of Lessor, such tenancy shall be at the sufferance of Lessor and not a renewal of the Term and in such case, the Base Rent and all other charges due pursuant to this Lease shall be payable at one hundred fifty percent (150%) of the amount payable during the last year of the Term and such tenancy at sufferance shall be subject to every other term, covenant and provision of this Lease. In the event Lessee holds over, Lessee shall be liable for all of Lessor's direct and consequential damages, which shall include, without limitation, costs, fees, expenses, damages and attorneys' fees incurred by Lessor as a result of Lessee's holding over, and damages and expenses incurred by Lessor for its inability to deliver possession of the Premises to a new lessee.

19. INSPECTION BY LESSOR.

Lessor may enter upon the Premises at reasonable times and upon reasonable notice for any reasonable purposes including, but not limited to, compliance with the terms and conditions of this Lease and the exercise of its governmental functions such as fire protection or security purposes.

20. NOTICES.

20.1 All notices required or permitted under this Lease shall not be effective unless personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or by reputable commercial overnight courier service, to the following addresses:

TO LESSOR: City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Telephone: 623-349-6880
Attn: Ryan Reeves, Airport Coordinator

TO LESSEE: Copperstate Fly-In
22801 S Via del Arroyo
Queen Creek, AZ 85142
Telephone: 602-618-0994
Attn.: Marty Kirkhuff

20.2 Any notice shall be deemed to have been received two (2) days after the date of mailing, if given by certified mail, or upon actual receipt if personally delivered or if given by reputable commercial overnight courier service. Any Party may designate in writing a different address for notice purposes pursuant to this Section.

21. SEVERABILITY.

Should a court of competent jurisdiction declare any provision of this Lease invalid, the remaining terms shall remain effective.

22. SALES AND PROPERTY TAXES.

Lessee shall pay any leasehold tax, sales tax, personal property tax, transaction privilege tax, license or permit fees or other tax assessed as the result of its occupancy of Premises or conduct of business at the Airport under authority of this Lease, including any such tax assessable on Lessor. In the event that laws or judicial decisions result in the imposition of a real property tax or any other form of tax or imposition on the interest of Lessor, such tax shall also be paid by Lessee for the period this Lease is in effect to the extent such taxes are reasonably attributable to the Premises or a portion thereof or the operation of Lessee's business.

23. APPROVALS, CONSENTS AND NOTICES.

All approvals, consents and notices called for in this Lease shall be in writing, signed by the appropriate party, and may not be established solely by oral testimony.

24. LIENS AND MORTGAGES.

24.1 General Provisions.

24.1.1 Except as provided in this Section 24, Lessee shall not engage in any financing or other transaction creating any mortgage or deed of trust upon the Premises, place or suffer to be placed upon the Premises any lien or other encumbrance, or suffer any levy or attachment to be made on Lessee's interest in the Premises. Any such mortgage or deed of trust, encumbrance, or lien shall be deemed to be a violation of this Section, constituting a failure to comply with the terms of the Lease, on the date of its execution or filing of record regardless of whether or when it is foreclosed or otherwise enforced.

24.1.2 Notwithstanding anything to the contrary in Section 9 herein, Lessee shall be entitled from time to time during the Term of this Lease to mortgage, collaterally assign, or otherwise encumber its leasehold interest under this Lease to secure indebtedness, including, without limitation, a loan to finance construction of improvements and other development on the Premises, and refinancings thereof, subject to the restrictions of Section 24.1.3, and provided, however, that the language of such mortgage or deed of trust and of all related documents that require the execution, approval, or consent of Lessor shall be subject to the prior review and approval of legal counsel for Lessor, and that all legal fees incurred by Lessor in connection with such legal counsel review and approval shall be paid by Lessee. Any such encumbrance is referred to as a "Mortgage" and the holder thereof a "Mortgagee". The Mortgagee, upon taking possession or upon foreclosure or taking an assignment in lieu thereof, shall be liable for all future rents and obligations hereunder and shall attorn to Lessor. No Mortgage shall encumber Lessor's interest in the Premises or the improvements thereon. Further and promptly after Lessee assigns or encumbers any portion of the Premises or the improvements thereon, Lessee shall furnish Lessor with a written notice setting forth the name and address of such Mortgagee or trustee.

24.1.3 No Mortgage or deed of trust shall extend to or affect the fee, the reversionary interest or the estate of Lessor in the Premises. No Mortgage or deed of trust shall be binding upon Lessor in the enforcement of its rights and remedies under this Lease and by law provided, unless and until a copy thereof shall have been delivered to Lessor and such Mortgage or deed of trust is authorized in accordance with provisions of this Section 24.

24.2 Lessor Agreement. With respect to Mortgagees of the Premises, Lessor agrees that:

24.2.1 If requested by a Mortgagee which shall have duly registered in writing with Lessor its name and address, and if Lessor shall give any notice, demand, election or other communication required hereunder (hereafter collectively "Notices") to Lessee, Lessor shall concurrently give a copy of each such Notice to the Mortgagee at the address designated by it. Notices shall be sent by registered or certified mail, return receipt requested, and shall be deemed given seventy two (72) hours after the time they are deposited in a United States Post Office with postage charges prepaid, addressed to the Mortgagee. No Notice given by Lessor to Lessee shall be binding upon or affect Lessee or the Mortgagee unless a copy of the Notice shall be given to the Mortgagee pursuant to this Section 24.2.1.

24.2.2 Such Mortgagee entitled to such Notices, as specified above, shall have any and all rights of Lessee with respect to the curing of any default hereunder by Lessee.

24.2.3 If Lessor shall elect to terminate this Lease by reason of any default by Lessee with respect to the Premises, the Mortgagee that shall have become entitled to notice as provided in this Section 24.2 shall have any and all rights of Lessee with respect to curing of any default with respect to the Premises.

24.2.4 Nothing herein contained shall be deemed to impose any obligation on the part of Lessor to deliver physical possession of the Premises to such holder of a Mortgage. To the extent the physical possession of the Premises by a secured creditor is not inconsistent with the terms of this Lease or incompatible with the Lessor's selection of available remedies in the event of default, Lessor shall not prevent such physical possession.

24.2.5 If more than one Mortgagee shall seek to exercise any of the rights provided for in this Section 24, the holder of the Mortgage having priority of lien over the other Mortgagees shall be entitled, as against the others, to exercise such rights. Should a dispute arise among Mortgagees regarding the priority of lien, the Mortgagees shall prove to the satisfaction of Lessor that they have settled that dispute.

24.3 Protection of Mortgagee(s). Until the time, if any, that an approved Mortgage shall be satisfied and released of record:

24.3.1 A Mortgagee shall have the right, for a period equal to the period afforded Lessee to perform any term, covenant, or condition and to remedy any default by Lessee hereunder, and Lessor shall accept such performance with the same force and effect as if furnished by Lessee, and the Mortgagee shall thereby and hereby be subrogated to the rights of Lessor. Such Mortgagee cure period shall begin on the later of: (i) the date Mortgagee receives notice pursuant to Section 24.2, or (ii) the date that Lessee's cure period expires under the Lease. During such Mortgagee cure period, Lessor will not disturb possession, interest or quiet enjoyment by the Lessee or Mortgagee in the real property for any reason, subject to the terms of the Lease, until such Mortgagee cure period has expired. The Mortgagee shall have the right to enter upon the Premises to give such performance.

24.3.2 In case of a default by Lessee in the performance or observance of any non-monetary term, covenant or condition to be performed by it hereunder, if such default cannot practicably be cured by the Mortgagee without taking possession of the Premises, in such Mortgagee's reasonable opinion, or if such default is not susceptible of being cured by the Mortgagee, then Lessor shall not serve a notice of lease termination if and so long as:

a. The Mortgagee shall proceed diligently to obtain possession of the Premises (including possession by a receiver), and, upon obtaining such possession, shall proceed diligently to cure such defaults as are reasonably susceptible of cure (subject to any order by a court of competent jurisdiction staying or otherwise precluding such Mortgagee from obtaining such possession); or

b. The Mortgagee shall institute foreclosure proceedings and diligently prosecute the same to completion (unless in the meantime it shall acquire Lessee's estate hereunder, either in its own name or through a nominee, by assignment in lieu of foreclosure), subject to any order by a court of competent jurisdiction staying or otherwise precluding such Mortgagee from obtaining such possession.

c. The Mortgagee shall not be required to obtain possession or to continue in possession of the Premises pursuant to Section 24.3.2a, or to continue to prosecute foreclosure proceedings pursuant to Section 24.3.2b, if and when such default shall be cured. If a Mortgagee, its nominee, or a purchaser at a foreclosure sale shall acquire title to Lessee's leasehold estate hereunder, a default that is not reasonably susceptible to cure by the person succeeding to the leasehold interest shall no longer be deemed a default under this Lease.

d. If any Mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Lessee, the times for commencing or prosecuting foreclosure or other proceedings, including proceedings to obtain possession, shall be extended for the period of the prohibition.

24.4 New Lease

24.4.1 Lessor agrees that, in the event of termination of this Lease for any reason (including but not limited to any default by Lessee), Lessor, if requested by any Mortgagee, will enter into a new lease of the Premises with the most senior Mortgagee requesting a new lease, which new lease shall commence as of the date of termination of this Lease and shall run for the remainder of the original term of this Lease, at the rent and upon the terms, covenants and conditions herein contained, provided that:

a. Such Mortgagee shall make written request upon Lessor for the new lease within sixty (60) days after the date such Mortgagee receives written notice from Lessor that this Lease has been terminated;

b. Such Mortgagee shall pay to Lessor at the time of the execution and delivery of the new lease any and all sums which would, at that time, be due and unpaid pursuant to this Lease but for its termination, and in addition thereto all reasonable expenses, including reasonable attorneys' fees, which Lessor shall have incurred by reason of such termination;

c. Such Mortgagee shall perform and observe all covenants in this Lease to be performed and observed by Lessee, and shall further remedy any other conditions which Lessee under the Lease was obligated to perform under its terms, to the extent the same are reasonably susceptible of being cured by the Mortgagee; and

d. The Lessee under the new lease shall have the same right of occupancy to the buildings and improvements on the Leased Premises as Lessee had under this Lease immediately prior to its termination.

Notwithstanding anything to the contrary expressed or implied in this Lease, any new lease made pursuant to this Section 24 shall have the same priority as this Lease with respect to any mortgage, deed of trust, or other lien, charge, or encumbrance on the fee of the Premises, and any sublease under this Lease shall be a sublease under the new Lease and shall not be deemed to have been terminated by the termination of this Lease.

24.4.2 Nothing herein contained shall require any Mortgagee to enter into a new lease pursuant to this Section 24.4 or to cure any default of Lessee referred to above.

24.4.3 If any Mortgagee shall demand a new lease as provided in this Section 24.4, Lessor agrees, at the request of, on behalf of and at the expense of the Mortgagee, upon a guaranty from it reasonably satisfactory to Lessor, to institute and pursue diligently to conclusion the appropriate legal remedy or remedies to oust or remove the original Lessee from the Premises, but not any authorized subtenants actually occupying the Premises or any part thereof.

24.4.4 Unless and until Lessor has received notice from each Mortgagee that the Mortgagee elects not to demand a new lease as provided herein or until the period therefor has expired, Lessor shall not cancel or agree to the termination or surrender of any existing subleases nor enter into any new leases or subleases with respect to the Premises without the prior written consent of each Mortgagee.

24.5 Effect of Transfer. Neither the foreclosure of any Mortgage (whether by judicial proceedings or by virtue of any power of sale contained in the Mortgage), nor any conveyance of the leasehold estate created by this Lease by Lessee to any Mortgagee or its designee by an assignment or deed in lieu of foreclosure or other similar instrument, shall require the consent of Lessor or constitute a default under this Lease, and upon such foreclosure, sale or conveyance, Lessor shall recognize the purchaser or

other transferee in connection therewith as the Lessee under this Lease, subject only to an assumption in writing by such purchaser or transferee of all obligations of Lessee under this Lease.

25. GOVERNING LAW; ATTORNEY'S FEES.

The laws of the State of Arizona shall govern the matters set forth in this Lease. Venue of any action brought under this Lease shall, at the option of Lessor, lie in Maricopa County, Arizona. In the event of any litigation or arbitration between Lessor and Lessee arising under this Lease, the successful party shall be entitled to recover its attorney's fees, expert witness fees and other costs incurred in connection with such litigation or arbitration.

26. RULES AND REGULATIONS.

Lessee shall at all times comply with all Federal, State and local laws, ordinances, rules, and regulations which are applicable to its operations, the Premises itself (including but not limited to the Americans with Disabilities Act), or the operation, management, maintenance, or administration of the Airport, including all laws, ordinances, rules and regulations adopted after the Effective Date. Lessee shall at all times comply with the Airport Minimum Standards and Airport Rules and Regulations, as the same may be amended from time to time. Copies of the current Airport Minimum Standards and Rules and Regulations are attached hereto as Exhibit D. Lessee acknowledges and agrees that Lessor may amend the Airport Minimum Standards and Rules and Regulations at any time in Lessor's sole discretion. Lessee shall be responsible for controlling and preventing disruptive pedestrian and vehicle traffic associated with its business. Lessee also shall display to Lessor any permits, licenses, or other evidence of compliance with laws upon request.

27. CORPORATE AUTHORIZATION.

In executing this Agreement, Lessee represents and warrants to Lessor that if Lessee is a corporation, Lessee has obtained and been granted the full right, power and authority to enter into this Lease.

28. UTILITY LINES AND SERVICE CHARGES.

28.1 Lessee shall, at no cost or expense to Lessor, provide or arrange for any public utility, water and sewage lines and connections that are needed in connection with any building(s), structure(s) or other improvement(s) placed on the Premises by Lessee and shall be responsible for the maintenance of such lines and connections from where they enter the Premises. If requested in advance to do so by Lessee, Lessor will grant reasonable rights-of-way on or across the Airport to suppliers of public utility services for the purpose of supplying Lessee with such services, but Lessor reserves the right to designate the lands along which such rights-of-way shall be granted so as to cause the least inconvenience in the operation of the Airport and other Airport tenants.

28.2 Lessee shall pay for all utilities used in its operations at the Airport and the Premises. The charges and method of payment for each utility or service shall be determined by the appropriate supplier of the utility or service in accordance with applicable laws and regulations, on such basis as the appropriate supplier of the utility or service may establish.

28.3 Notwithstanding the execution of this Lease, Lessor retains the right to the continued use of such utility lines and services as are presently on the Premises and the right to repair the same when necessary in Lessor's sole discretion, including but not limited to any utility easements on the Premises.

Lessor shall conduct such repairs in such a manner and at such times as to not unreasonably interfere with Lessee's operations.

29. RESERVATIONS TO LESSOR.

The Premises are accepted "as is, where is" by Lessee subject to any and all existing easements or other encumbrances, and Lessor shall have the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections; water, oil and gas pipelines; telephone and telegraph power lines; and such other appliances and appurtenances necessary or convenient to use in connection therewith, over, on or across the Premises, or any part thereof, as will not unreasonably interfere with Lessee's or any subtenant's operations hereunder, and to enter upon the Premises for such purposes. Lessor also reserves the right to grant franchises, easements, rights-of-way, and permits, over, on or across any portions of the Premises for the same purposes, provided, that Lessor or the grantee, as applicable, shall not exercise such rights so as to interfere unreasonably with Lessee's or any subtenant's operations on the Premises and all such interference shall be minimized. Lessor agrees that any rights granted to any parties by reason of this clause shall contain provisions that the surface of the Premises shall be restored to its original condition, at no cost to Lessee, upon the completion of any construction.

30. FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS.

30.1 Lessee agrees that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Department of Transportation (DOT) program or activity is intended or for another purpose involving the providing of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, *Nondiscrimination in Federally Assisted Programs of the Department of Transportation*, as it may be amended.

30.2 Lessee agrees that: (i) no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, creed, disability, age, sex or national origin in the use of the Premises; (ii) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, or national origin; and (iii) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, as it may be amended.

30.3 Lessee assures that it will comply with pertinent statutes, Executive Orders, and rules promulgated to assure that no person shall on the grounds of race, creed, color, national origin, or sex, age or handicap be excluded from participating in any activity.

30.4 Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance.

30.5 Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard. Lessor and Lessee agree that Lessee has no responsibility whatsoever with respect to maintenance and repair of the landing area of the Airport or any publicly owned facilities of the Airport.

30.6 This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States relative to the development, operation or maintenance of the Airport.

30.7 There is reserved unto Lessor, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, which shall include the right to cause in the airspace any noise inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in or through the airspace, and for the use of such airspace for landing on, taking off from, or operation on the Airport.

30.8 Lessee agrees to comply with the notification and review requirements covered in 14 CFR Part 77 in the event future construction of a building is planned for the Premises or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

30.9 Lessee shall not erect or permit the erection of any structure or building, nor permit the growth of any tree on the Premises, or any other obstruction that exceeds height requirements contained in 14 CFR Part 77 or amendments thereto, or interferes with the runway and/or taxiway "line of sight" of the control tower. In the event these covenants are breached, Lessor reserves the right to enter upon the Premises and to remove the offending structure or object at the expense of Lessee.

30.10 Lessee shall not make use of the Premises in any manner that might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event this covenant is breached, Lessor reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of Lessee.

30.11 Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning 49 U.S.C. §40103(e) and 47107 (a)(4).

30.12 This Lease and all of the provisions hereof shall be subject to whatever right the United States government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

30.13 To the extent that Lessee conducts or engages in any aeronautical activity for furnishing services to the public at the Airport, Lessee shall furnish its services on a reasonable and not unjustly discriminatory basis to all users and charge reasonable and not unjustly discriminatory prices for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

30.14 Lessee shall conform to Lessor and FAA safety and security rules and regulations regarding use of the Airport operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; shall complete and pass airfield safe driving instruction program when offered or required by Lessor; and shall be subject to penalties as prescribed by Lessor for violations of the Airport safety and security requirements.

31. [RESERVED].

32. REQUIRED PROVISIONS..

32.1 The following provisions are included in this Lease:

32.1.1 In furnishing services to the public, Lessee shall not discriminate against any person or class of persons by reason of race, color, creed, or national origin, and Lessee shall otherwise provide such services on a fair, equal, and not unjustly discriminatory basis to all users thereof.

32.1.2 Lessee shall charge fair, reasonable, and not unjustly discriminatory prices for each unit for service, provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

33. ARCHEOLOGICAL OR CULTURAL RESOURCES.

In the event any archeological or cultural resources are discovered during the construction contemplated by this Lease, Lessor shall use its best efforts to expedite any necessary actions with respect thereto, at Lessor's sole cost and expense; provided, however, that in the event the necessary actions with respect to any archeological or cultural resources exceeds or is estimated to exceed \$10,000.00, Lessee shall be entitled to terminate this Lease upon ten (10) days prior written notice to Lessor.

34. AIRPORT SECURITY. [If applicable].

Lessor has implemented an Airport Security Plan (the "Security Plan") in a form acceptable to the Transportation Security Administration pursuant to 49 CFR Parts 1540, 1542, and 139. Lessee shall at all times comply with the Security Plan and shall indemnify, defend and hold Lessor harmless from any violations of the Security Plan committed by any agents, employees, invitees, subcontractors or independent contractors of the Lessee. Lessor reserves the right to modify the Security Plan from time to time as it deems necessary.

35. DEFAULT BY LESSOR.

In the event of any alleged breach by Lessor of its covenants contained in this Lease, Lessee shall have available all rights and remedies provided at law or in equity, subject to the terms and conditions of this Lease; provided, however, Lessee may not exercise any such right or remedy unless Lessee has notified Lessor by written notice of such alleged default, and Lessor has not cured such default within the thirty (30) day period subsequent to receipt of such notice or, in the event such alleged default is of such a nature that it cannot reasonably be cured within such thirty (30) day period, Lessor has failed to cure such alleged default with all due diligence. Notwithstanding anything to the contrary contained in this Lease, in no event shall Lessee be entitled to terminate this Lease or to abate or offset any installment of Base Rent or any other payments to be made by Lessee hereunder.

36. BROKERS.

Lessee represents and warrants that it has not had any dealings with any real estate brokers, finders or agents in connection with this Lease. Lessee further agrees to indemnify, defend (with counsel selected by Lessor) and hold Lessor and Lessor's nominees, successors and assigns harmless from any and all claims, costs, commissions, fees or damages by any person or firm whom Lessee authorized or employed, or acted by implication to authorize or employ, to act for Lessee in connection with this Lease.

37. SALE BY LESSOR.

Lessee agrees to look solely to Lessor's interest in the Premises for the recovery of any judgment from Lessor, it being agreed neither Lessor nor the holders of the equity interests of Lessor nor the members, partners, officers, directors or shareholders of Lessor shall be personally liable for any such judgment. In the event of any sale or other conveyance by Lessor of its interest in the Premises, Lessor shall be automatically freed and released from all personal liability accruing from and after the date of such sale or

conveyance as respects the performance of any covenant or obligation on the part of Lessor contained in this Lease to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Lessor shall be binding on the Lessor and its successors and assigns only during and in respect to the respective successive periods of ownership of the Premises.

38. ESTOPPEL CERTIFICATE.

Lessee shall, without charge, at any time and from time to time hereafter, within ten (10) days after written request of Lessor to do so, certify by written instrument duly executed and acknowledged by Lessee and certified to Lessor and to any prospective lender or purchaser: (i) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (ii) as to the existence of any default hereunder to the best of Lessee's knowledge; (iii) as to the date on which Lessee was obligated to commence paying Base Rent and all other charges hereunder and the expiration date of the Term; (iv) as to whether the Lessee has assigned or transferred its interests or any portion thereof in this Lease; and (v) as to any other matters as may be reasonably requested. Lessor and any prospective purchaser or lender to whom the same was certified may rely upon any such certificate.

39. MISCELLANEOUS.

39.1 No Waiver. No provision of this Lease may be waived or modified except by a writing signed by the Party against whom such waiver or modification is sought.

39.2 Non-Waiver of Rights. No waiver or default by Lessor of any of the terms, conditions, covenants or agreements hereof to be performed, kept or observed by Lessee shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions or agreements herein contained to be performed, kept or observed by Lessee, and Lessor shall not be restricted from later enforcing any of the terms and conditions of this Lease.

39.3 Amendment. Only a written instrument executed by the Parties may amend this Lease.

39.4 Invalid Provisions. Should any provision of this Lease or any application thereof be held invalid by a court of competent jurisdiction, the remainder of this Lease shall not be affected thereby, unless one or both Parties would be substantially and materially prejudiced.

39.5 Litigation Expenses. In the event of litigation between Lessor and Lessee, the prevailing Party shall be entitled to recover its attorneys' fees and all costs and expenses of litigation, including witness fees, expert witness fees, and court costs.

39.6 Headings. The headings contained herein are for convenience in reference only and are not intended to define or limit the scope of this Lease or any term thereof.

39.7 Entire Agreement. This Lease, including exhibits attached hereto at the time of its execution, constitutes the entire agreement between the Parties hereto and supersedes all prior negotiations, understandings and agreements between the Parties concerning such matters.

40. INCORPORATION OF RECITALS.

The recitals set forth herein are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

[SIGNATURES ON FOLLOWING PAGE]

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

EXECUTED to be effective on the date specified above.

LESSOR:

LESSEE:

CITY OF BUCKEYE, an Arizona
municipal organization

Copperstate Fly-In, an Arizona domestic non-
profit corporation

Eric W. Orsborn, Mayor

By: Robert Samson

Name: Robert Samson

ATTEST:

Title: Vice President Copperstate Fly-In

Lucinda J. Aja, City Clerk

Exhibit A**DESCRIPTION OF PREMISES**

Terminal Building Room #2 is located on the southeastern portion of the Airport Terminal.



Exhibit B

AIRPORT RATES & CHARGES SCHEDULE

On file with City Clerk.

Exhibit C**AIRCRAFT OPERATIONS GUIDELINES**

Lessees who operate aircraft at the City of Buckeye (the "Airport") are subject to the provisions of this Exhibit C.

C1. Use of Airport. Lessee is engaged in the storage and operation of the aircraft for its lease-related and approved purposes, and desires to use the Airport landing facilities for certain types of operations for commercial purposes including, but not limited to: 1) taxiing and maneuvering on Airport runways, taxiways, ramps and aprons; 2) landings and approaches ("touch and go", "stop and go"); and 3) low approaches.

C2. Fees. Lessee shall pay Lessor fees as outlined below:

C2.1 *Landing Fee:* Lessee shall pay a landing fee at a rate equal to the amount reflected on the most current Airport Rates and Charges Schedule at the time of the aircraft operation, for each flight subject to a landing fee operated by or in conjunction with Lessee. The weight of any particular aircraft shall be its maximum certificated gross landing weight (MGLW). The amount owed to Lessor for each chargeable aircraft landing for each preceding calendar month shall be due and payable no later than the TWENTIETH (20th) day of the month succeeding the calendar month in which said aircraft landings took place.

C2.2 *Aircraft Ramp Space.* Lessee shall pay Lessor monthly, an aircraft-parking fee in an amount equal to that specified in the most current Airport Rates and Charges Schedule at the time of use, for each overnight aircraft parking position used by Lessee that is situated on Airport ramp outside Lessee's Premises. Such fees, if any, shall be payable to Lessor no later than the TWENTIETH (20th) day of the month following that in which Lessee occupied or used such space.

C2.3 *Other Space.* When available and specifically assigned to Lessee, Lessee shall pay Lessor monthly, in advance, a fee for Lessee's non-exclusive use of other space not situated on or part of the Premises. The location and cost of such other space shall be determined by Lessor at its sole discretion, and both may be subject to change from time to time by Lessor, as necessary.

C2.4 *Additional Space/Services.* In the event that Lessee requires space or special services such as, but not limited to, aircraft line services, out-of-station ARFF standby, operations safety officers, ground service equipment, or fuel spills response teams, Lessee shall pay Lessor's standard fees for such services at the time the service is rendered, unless a secured account or agreement is established prior to requesting additional services.

C3. Books and Records. Lessee shall maintain permanent books, records and ledgers accurately reflecting the total number of monthly Aircraft landings for each aircraft subject to a landing fee and any other aforementioned fee indicating the make, type (including model designation), registration, maximum certificated gross landing weight, and arrival and departure time of each aircraft involved. These records shall be made available to Lessor upon request. In addition to monthly payment as set forth in Section C2 herein and together therewith, Lessee shall provide Lessor with a written report, indicating all aircraft operations and related information for the preceding calendar month.

C4. Disabled or Abandoned Aircraft. Should any aircraft owned or operated by Lessee through accident or for any other reason, become disabled or be abandoned in any area which could interfere with the continuous, normal operations of any of the runways, taxiways and airfield facilities at the Airport, Lessee shall:

C4.1 Immediately remove said aircraft to such location as may be designated by Lessor, unless such aircraft is required to remain in place pending investigation by the appropriate regulatory agency or agencies of the federal government; and

C4.2 In the event of any accident where federal investigation in place is required, immediately upon receiving clearance to do so from the appropriate federal agency, remove said aircraft and any wreckage or debris resulting therefrom to the area(s) designated by said federal agency authorizing such removal; otherwise, such aircraft wreckage and debris shall be immediately removed from the Airport or stored at a location approved by Lessor.

C4.3 Should Lessee fail to proceed immediately to remove disabled aircraft, or should aircraft owned or operated by Lessee be abandoned on the Airport, Lessor shall have the right to remove such aircraft by any means Lessor deems necessary under the circumstances, and Lessee shall indemnify, defend, keep and hold Lessor, its members, board of directors, officers, agents, officials, servants, employees and contractors harmless from and against any and all claims, costs, loss, liability, actions, suits, proceedings, damage or expense (including costs of suit and attorneys' fees and expenses) incurred by Lessor or claimed by anyone by reason of removal of said aircraft, injury to persons or property or damages to such aircraft caused by such removal, as well as storage costs therefor. Lessee shall reimburse Lessor for any costs incurred by Lessor in removing and storing any aircraft, any property damage to the airport caused by such aircraft or removal within ten (10) business days of demand therefor.

C5. Aviation Fuel. Lessee, at Lessee's sole cost and expense, shall procure aviation fuel delivered to its aircraft on the Airport. If fueling or defueling aircraft owned or operated by Lessee, or under Lessee's direct control, Lessee shall comply fully with Lessor's *Aviation Fuel Storage, Dispensing and Handling Guidelines*.

C6. Fly Friendly Procedures. Lessee acknowledges receipt of Lessor's *Fly Friendly* noise abatement procedures, and shall provide such information to flight crews, post the information in the Lessee's flight planning area, and use the procedures to the extent possible, when consistent with safety and Air Traffic Control directives.

Exhibit D

AIRPORT MINIMUM STANDARDS
&
RULES AND REGULATIONS

On file with the City Clerk.

Exhibit E**STORM WATER PERMIT COMPLIANCE****E1. Acknowledgments.**

E1.1 The Lessee acknowledges that as a consequence of its activities, operations or location at the City of Buckeye Airport, the Lessee, may be required by EPA Regulations 40 CFR Part 122 (Regulations) to obtain a National Pollution Discharge Elimination System (NPDES) Storm water discharge permit (the "Permit"), a requirement that Lessee can fulfill by:

E1.1.1 Obtaining its own permit; or

E1.1.2 Joining as a co-permittee under Lessor's current storm water permit.

E1.2 Lessor has undertaken to obtain a storm water discharge permit, and Lessee acknowledges that it will enjoy a substantial economic benefit by joining as a co-permittee, and that such benefit serves as good and sufficient consideration for the obligations imposed upon and assumed by Lessee under this Exhibit.

E1.3 Lessee acknowledges that it will have to devise and implement Best Management Practices (BMPs) to minimize the contact of storm and other precipitation event water with "significant materials" (as defined in the Regulations) generated, stored, handled or otherwise used by Lessee, and to document such BMPs with a written storm water management plan.

E2. Agreement.

E2.1 Lessee agrees to be made, and to be, a co-permittee on Lessor's NPDES storm water discharge permit, and agrees that said Permit, as it is issued by the EPA, and as it may thereafter be amended, modified or otherwise changed, is incorporated by reference into this Exhibit and any subsequent renewals.

E2.2 Lessor agrees that, to the extent allowed by law, Lessee shall have the right to be removed from Lessor's Permit should this Lease be cancelled or terminated for other reasons, or due to Lessee's relocation, noncompliance with Permit requirements or exercise of choice; provided that, in no event shall Lessee be relieved of its obligation to comply with the requirements of the NPDES permit program with regard to its occupation and use of the Premises, nor shall Lessee be excused from any obligations or indemnifications incurred and owed to Lessor prior to Lessee's removal from the Permit, resulting from a failure of Lessee to fulfill an obligation of the Permit.

E3. Compliance.

E3.1 Lessor will provide Lessee with a true and complete copy of the Permit and any revisions thereto, and will, as time and personnel allow, consult with and assist Lessee with regard to Permit and other requirements.

E3.2 Lessor shall have the right to monitor Lessee's compliance with the Permit requirements, including, but not limited to: certification of non-storm water discharges; collection of storm water samples; preparation of storm water management plans; implementation of BMPs; and the maintenance of necessary records.

E3.3 Lessor reserves the right to impose upon Lessee any BMP or other action necessary to insure Lessor's ability to comply with its Permit requirements or applicable Rules. Lessee shall have ten (10) days from date of receipt of written notice imposing such BMPs or other requirements to notify Lessor in writing if it objects to any action it is being directed to undertake. If Lessee does not provide the specified timely notice, it will be deemed to have assented to implement the BMPs or other requirements. If Lessee provides Lessor with timely written notice of its objections, the Parties agree to negotiate a prompt resolution of their differences. Lessee warrants that it will not serve a written notice of objections for purposes of delay or avoiding compliance.

E3.4 Lessee agrees to implement at its sole expense, unless otherwise agreed to in writing between Lessor and Lessee, those Permit and other requirements which pertain to its operations and activities on the Airport, Lessee warrants that it will use its best efforts to meet all deadlines established by statute, regulation or ordinance, or that are agreed to by the Parties. Lessee acknowledges that time is of the essence in the implementation of all Permit requirements.

E4. Permit Changes. Lessee acknowledges that the terms and conditions of Lessor's Permit may change from time to time, and upon prior written notice from Lessor to Lessee of proposed changes, Lessee shall be given the opportunity to submit comments to Lessor prior to negotiations with the appropriate governmental entity(ies) for permit modifications.

E5. Material Condition. Full compliance with the NPDES permit program, 40 C.F.R. Part 122, is a material condition of this EXHIBIT and for any breach thereof which exposes Lessor to civil or criminal fine, penalty, sanction or remediation cost by any governmental entity. Lessor may terminate this Exhibit without recourse by Lessee.

E6. Covenant of Good Faith. Lessor and Lessee covenant to act in good faith to implement any requirements imposed by Lessor's Permit, to the end that the purposes of Section 402(P) of the Federal Water Pollution control Act (33 U.S.C. 1342 (P)) may be achieved. The Parties acknowledge that close cooperation will be necessary to ensure compliance with any Permit requirements to promote safety and minimize costs, and each Party agrees to a candid exchange of information necessary to coordinate a storm water management and monitoring plan.

E7. Indemnification. The covenants of insurance and indemnification in favor of Lessor imposed by other provisions of this Exhibit shall extend to, and are incorporated into, the provisions of this Exhibit.

✂ _____

NOTICE OF LESSEE INTENTION TO JOIN OR REJECT NPDES CO-PERMITTEE STATUS

I, _____, on behalf of COPPERSTATE FLY-IN, being duly authorized to do so, acknowledge that I am fully informed of our obligations under the National pollutant Discharge Elimination System permit program as mandated by Section 402 (P) of the Federal Water Pollution Control Act (33 U.S.C. 1342 (P)), and regulations published in 40 C.F.R. Part 122.

I further acknowledge that we have been offered the opportunity to join with the City of Buckeye Airport as a co-permittee of the NPDES permit issued by the Environmental Protection Agency as it pertains to the City of Buckeye Airport (the "Airport"), in accordance with the terms and conditions set forth above.

I, on behalf of COPPERSTATE FLY-IN and being duly authorized to do so, ☐ desire to ☐ decline to (please check the appropriate box) join the City of Buckeye Airport as a co-permittee. I understand and accept the obligation to comply with the aforesaid statute and regulations as they may apply to our activities and operations at the Airport.

Dated this _____ day of _____, 2021.

By: _____

Name: _____

Its: _____

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

MEETING DATE: 10/05/21	AGENDA ITEM: 6.H. Lease renewal for Skydive Buckeye and Desert Petroleum.
DATE PREPARED: 09/30/21	DISTRICT NO.: 1
STAFF LIAISON: Jeff Webbe, Airport Coordinator, jwebbe@buckeyeaz.gov, (623) 695-4555	
DEPARTMENT: Economic Development	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on the Airport Property Lease Agreement between the City of Buckeye, an Arizona municipal corporation, Skydive Buckeye, LLC, an Arizona limited liability company and Desert Petroleum, LLC, an Arizona limited liability company; and authorizing the Mayor to execute and deliver said Agreement.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

SUMMARY

PROJECT DESCRIPTION:

Skydive Buckeye and Desert Petroleum, LLC, desires to renew their lease agreement as well as include a ground lease of the airport's fuel farm consisting of two, twelve thousand gallon fuel tanks. The fuel farm is not currently operational, therefore the anticipated repairs and improvements shall constitute reasonable consideration of the facility lease. Skydive Buckeye provides an aeronautical activity consisting of recreational skydiving which not only provides revenue for the airport, but provides significant exposure.

BENEFITS:

Skydive Buckeye provides an aeronautical activity consisting of recreational skydiving which not only provides revenue for the airport, but provides significant exposure.

In 2020, Skydive Buckeye created Desert Petroleum LLC, in order to self-fuel their skydiving operation, and to provide Jet A fuel to the flying public via a 3,000 gallon fuel truck.

Including the fuel farm in Skydive Buckeye/Desert Petroleum's lease will allow Skydive Buckeye/Desert Petroleum to rehabilitate the fueling facility at no capital cost to the City. In addition, this arrangement will benefit Skydive Buckeye/Desert Petroleum by lowering their costs (due to volume purchasing) and will better serve airport customers by ensuring consistent inventory.

FINANCIAL IMPACT STATEMENT:

Annual revenue is \$9289.08.

BUDGETED:

Yes

FISCAL YEAR:

2022

FUND/DEPARTMENT:

40103200-413131

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

ATTACHMENTS:

[Skydive Buckeye_Desert Petroleum, LLC Airport Property Lease.pdf](#)

[Skydive Buckeye_Exhibit A.pdf](#)

CITY OF BUCKEYE
AIRPORT PROPERTY LEASE AGREEMENT

with

**Skydive Buckeye, LLC and
Desert Petroleum, LLC**

Effective Date: November 1, 2021

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page No.</u>
1.	LEASE.....	1
2.	TERM.	3
3.	NONEXCLUSIVE RIGHTS.....	3
4.	RENT.	3
5.	PERFORMANCE GUARANTEE.	5
6.	AIRCRAFT OPERATIONS GUIDELINES.	5
7.	IMPROVEMENTS.....	5
8.	MAINTENANCE.....	6
9.	ASSIGNMENT, SUBLETTING AND OTHER TRANSFERS.	7
10.	IDENTIFICATION SIGNS.....	8
11.	DEFAULT; TERMINATION BY LESSOR.....	8
12.	ASSUMPTION OF CRITICAL OPERATIONS.	10
13.	INDEMNIFICATION.	10
14.	ENVIRONMENTAL PROTECTION.....	10
15.	PROTECTION OF WETLANDS.	15
16.	SPECIAL PROVISIONS.	15
17.	INSURANCE.....	15
18.	SURRENDER OF POSSESSION.	16
19.	INSPECTION BY LESSOR.	16
20.	NOTICES.	17
21.	SEVERABILITY.....	17
22.	SALES AND PROPERTY TAXES.	17
23.	APPROVALS, CONSENTS AND NOTICES.	17
24.	LIENS AND MORTGAGES.....	17
25.	GOVERNING LAW; ATTORNEY'S FEES.....	21
26.	RULES AND REGULATIONS.	21
27.	CORPORATE AUTHORIZATION.....	21
28.	UTILITY LINES AND SERVICE CHARGES.	21
29.	RESERVATIONS TO LESSOR.....	22
30.	FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS.	22
31.	[RESERVED].	23
32.	REQUIRED PROVISIONS..	23
33.	ARCHEOLOGICAL OR CULTURAL RESOURCES.	24
34.	AIRPORT SECURITY [If applicable.].	24
35.	DEFAULT BY LESSOR.....	24
36.	BROKERS.....	24
37.	SALE BY LESSOR.....	24
38.	ESTOPPEL CERTIFICATE.	25
39.	MISCELLANEOUS.	25
40.	INCORPORATION OF RECITALS.....	25
Exhibit A (Description of Premises)		A-1
Exhibit B (Airport Rates & Charges Schedule)		B-1
Exhibit C (Aircraft Operations)		C-1
Exhibit D (Airport Minimum Standards and Rules and Regulations)		D-1
Exhibit E (Storm Water Permit Compliance)		E-1

AIRPORT PROPERTY LEASE AGREEMENT

This Property Lease Agreement (the "Lease") is executed to be effective the First (1st) day of November 2021 (the "Effective Date") between the CITY OF BUCKEYE, an Arizona municipal corporation ("Lessor"), and SKYDIVE BUCKEYE, LLC an Arizona limited liability company and DESERT PETROLEUM, LLC, and Arizona limited liability company (collectively the "Lessee"). Lessor and Lessee may be referred to jointly as "Parties," and each separately may be referred to as a "Party."

WITNESSETH:

WHEREAS, Lessor is the owner and operator of the Buckeye Municipal Airport generally located at the intersection of Yuma and South Palo Verde Road, City of Buckeye, Maricopa County, Arizona (the "Airport"); and

WHEREAS, Lessor has the right to lease, license and grant the use of property and facilities on the Airport and has full power and authority to enter into this Lease in respect thereof; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, that certain real property at the Airport located at 3000 South Palo Verde Road, and described as NORTHWEST SECTION OF THE QUAD HANGAR, respectively, consisting of approximately TWO THOUSAND EIGHT HUNDRED SIXTY-SEVEN (2,867) square feet, together with Lessor's AIRPORT FUEL FARM consisting of approximately THREE THOUSAND EIGHT HUNDRED (3,800) square feet of land, as set forth in Exhibit A attached hereto (collectively the "Premises"); and

WHEREAS, Lessor desires to lease the Premises to Lessee on the terms and conditions set forth herein;

NOW THEREFORE, In consideration of the foregoing and of the mutual covenants and agreements herein contained, the Parties do hereby undertake, promise and agree, each for itself and its successors and assigns, as follows:

1. LEASE.

Lessor hereby leases the Premises to Lessee, subject to all easements and rights of way that may encumber the Premises, and further subject to all operational and use restrictions and other terms and conditions set forth in this Lease.

1.1 Right to Use Premises. Lessor agrees that so long as Lessee shall timely pay the Base Rent and other charges required to be paid hereunder, and perform all of its other obligations under this Lease, Lessee shall peaceably have and enjoy the use of the Premises without hindrance from Lessor. Lessee specially acknowledges that Lessee has inspected the Premises prior to entering into this Lease and agrees to accept the Premises in an "as is, where is" condition without any warranty or representation from Lessor, either express or implied, of any kind or nature whatsoever with respect to the Premises, including, but not limited to, any warranty of merchantability, habitability, or fitness for any particular or specific purpose, and all such warranties are hereby disclaimed. Should Lessee desire any inspection report, environmental assessment, survey, creation of a legal description, drainage report, or any similar study, Lessee shall be responsible for the same at Lessee's sole expense.

1.2 Substitution of Premises. In addition to Lessor's other rights set forth in this Lease, Lessor has the right (but not the obligation) to substitute Comparable Areas for all or any portion of the Premises, and any additions, alternations or improvements thereon, should Lessor, in its reasonable discretion,

determine that taking of the Premises, any portion thereof or any improvement thereon, is required for other Airport purposes, and there exists no appropriate alternative. In the event Lessor makes the determination to exercise its rights to substitute, all title, right and interest to the portion of the Premises taken shall immediately vest in Lessor. Furthermore, Lessor may require Lessee to vacate any portion or all of the Premises taken. For the purposes of this Section 1.2, the term "Comparable Areas" is defined to mean other facilities at the Airport, or any additions or extensions thereof, similar in size to the Premises, brought to the same level of improvement as the Premises and having the same or similar usefulness to Lessee as the portion taken. Lessor shall bear all expenses of bringing the substituted area to the same level of improvement as the Premises, and of moving Lessee's improvements, equipment, furniture and fixtures to the substituted area. If any of Lessee's improvements, equipment, furniture or fixtures cannot be relocated, Lessor shall replace, at Lessor's expense, such non-relocatable improvements and other property with comparable property in the Premises, and Lessor shall be deemed the owner of the non-relocated improvements and other property, free and clear of all claims of any interest or title therein by Lessee, or any other third party whomsoever. It is the specific intent of this Section 1.2 that Lessee be placed, to the extent possible, in the same position it would have been, had Lessor not substituted new premises for the Premises; provided, however, that Lessor shall not be obligated to reimburse Lessee for any damages, including lost profits or revenues, due to such substitution. Notwithstanding the foregoing, Lessor shall use reasonable efforts to avoid disruption to Lessee's business.

1.3 Access. Lessee is granted the right of reasonable access to and from the Premises via such portions of the Airport as are or may be necessary to allow Lessor's conduct its business operations permitted herein at and on the Premises. Lessor reserves the right to designate the location of such access and to change its location from time to time, as Lessor deems reasonably necessary and appropriate.

1.4 Permitted Uses. Subject to the provisions of this Section 1.4, Lessee may use the Premises for the storage and operation of its airplane, related ancillary storage and office administrative uses related to the aircraft storage and skydiving business and the storage and delivery of airport fuel, including Lessee's construction of improvements to the Fuel Farm.

1.5 Prohibited Activities. Lessee shall not use or permit its agents, employees, contractors, invitees, licensees or customers to use the Premises or the Airport for any use that is in violation of the Airport Rules and Regulations, the Airport Minimum Standards, any matters of record, or applicable laws, rules, regulations and operating policies of any governmental authority, including Lessor, or for any other activity or operation that does not have advance, written approval of Lessor's Airport Manager. Lessee's use of the Premises is subject to all applicable laws, rules and regulations of any governmental authority, and to Lessee's compliance with the Airport Minimum Standards and Lessor's applicable code and regulations. Lessee shall not perform maintenance or repairs that would include use or exposure of petroleum products (oil, fuel, hydraulics, etc.) within the hangar. All such activities shall only be permitted outside of the hangar in a designated as determined by mutual agreement of the Lessor and Lessee.

1.6 Continuous Operation. Upon commencement of business operations at and on the Premises, Lessee shall designate an on-site manager for the term of this Lease who shall be available to Lessor and Lessee's customers during normal business hours. Lessee also shall provide its services and operate its business, at a minimum, during normal business days, and otherwise as necessary to accommodate customer and special event requirements.

1.7 Lessee Acknowledgement. Lessee acknowledges and agrees that its obligations to pay Base Rent and all other charges due and owing under the terms hereof shall be absolute and unconditional, and shall not be affected by any circumstances whatsoever, including, without limitation: (i) any set-off, counterclaim, recoupment, defense or other right which Lessee may have against Lessor or the United States

of America or anyone else for any reason whatsoever; (ii) any liens, encumbrances or rights of others with respect to the Premises; (iii) the invalidity or unenforceability or lack of due authorization or other infirmity of this Lease or any lack of right, power or authority of Lessor or Lessee to enter into this Lease; (iv) any insolvency, bankruptcy, reorganization or similar proceedings by or against Lessee, or any other person; or (v) any other cause, whether similar or dissimilar to the foregoing, any future or present law notwithstanding, it being the intention of the Parties hereto that all rent being payable by Lessee hereunder shall continue to be payable in all events and in the manner and at the times provided herein.

2. TERM.

2.1 Initial Term. The term of this Lease shall be for a period of THREE (3) years, commencing at 12:00 A.M. on the Effective Date, November 1, 2021, and terminating 11.59 P.M. on October 31, 2024 thereafter (the "Term").

2.2 Renewal Term(s). Provided Lessee is not then in default of this Lease and subject to approval of Lessor, Lessee shall have the option of extending the Term for TWO (2) additional periods of ONE (1) year each (an "Extension"). Lessee may exercise an Extension by giving written notice to Lessor of its desire to do so no later than sixty (60) days prior to the expiration of the Term, as set forth in Section 2.1 herein. If Lessee has properly notified Lessor of its desire to exercise an Extension and Lessor approves in writing, then Lessee's Extension of the Term of this Lease shall become effective and all references herein to the "Term" shall mean the initial term as extended.

3. NONEXCLUSIVE RIGHTS.

Lessee shall have the exclusive right to occupy and use the Premises while in compliance with the terms and conditions of this Lease. All other rights granted to Lessee under this Lease are nonexclusive. Lessor may, in its sole discretion and at any time, permit third parties to conduct any and all business activities at the Airport that Lessor deems appropriate, or conduct such activities itself, provided that such activities do not require or materially interfere with Lessee's use of the Premises.

4. RENT.

4.1 Base Rent. Lessee agrees to pay Lessor rental for the use of the Premises the annual amount of NINE THOUSAND TWO HUNDRED EIGHTY-NINE DOLLARS AND EIGHT CENTS (\$9,289.08) (or approximately TWENTY-SEVEN CENTS (\$0.27) per square foot per month) as calculated towards the Quad Hanger Premises, payable in monthly installments of SEVEN HUNDRED SEVENTY-FOUR DOLLARS AND NINE CENTS (\$774.09) (the Base Rent). It is anticipated that Lessee will make and install improvements to the Fuel Farm, which costs of improvements will offset the associated ground lease revenue of Twenty-Five Cents (\$0.25) per square foot per year for the Fuel Farm, an estimated annual rent value of approximately NINE HUNDRED FIFTY DOLLARS (\$950.00). If the cost of the improvements to the Fuel Farm do not exceed value of ground lease value over the term of the Agreement, then Lessor agrees to pay the difference in rent between the costs of the improvements and the value of the rent for the Fuel Farm. The Base Rent shall be payable in advance and without any prior demand therefor and without any abatement, deductions or set-offs whatsoever, and tendered in lawful currency of the United States, either by check or electronic transfer.

- (a) Prior to the construction or installation of any improvements to the Fuel Farm, Lessee shall obtain the written approval of the Public Works Director for such improvements and after the work is complete shall provide copies of paid invoices reflecting the expenditures of funds related to the necessary improvements to the Fuel Farm.

- (b) Lessee shall only pay for the premises as described in Section 4.1 above as part of the rent to Lessor. Lessee shall pay all other fees as listed in the Airport Schedule of Fees in Exhibit B of this agreement, including, but not limited to Fuel Flowage, FBO and/or SASO permits, aircraft storage (outside of leased hangar space), etc.

4.2 CPI Increases. The annual Base Rent paid by Lessee shall be increased (but never decreased) on every TWELVE (12) month anniversary of the Effective Date of this Lease by the percentage equal to the greater of THREE PERCENT (3%) or the percentage that the Consumer Price Index (CPI) (as defined below) increased during the immediately preceding twelve (12) month period ending ninety (90) days prior to the adjustment period; except, however, that in no case shall any single, 12-month rate of increase exceed FIVE PERCENT (5%). For purposes of this Lease, CPI means the United States Department of Labor, Bureau of Statistics Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average (1982-1984=100). If at any time CPI ceases to exist, Lessor may substitute any official index published by the Bureau of Labor Statistics or by a successor or similar government agency as may then exist and which in Lessor's reasonable business judgment shall be most nearly equivalent to the CPI.

4.3 Market Adjustments to Base Rent. *Reserved*

4.4 Airport Rates and Charges Schedule. Lessee or its subtenants, as applicable, shall pay the most current Airport Rates and Charges at the time of receipt of service or use of covered facilities and/or services unless specifically outlined in this Lease. The current Airport Rates and Charges Schedule is included as Exhibit B and is subject to change without prior notice or approval of Lessee. Lessee acknowledges and agrees that Lessor may amend the Airport Rates and Charges Schedule at any time at Lessor's sole discretion, and that no fee shall apply to the use of the Premises or access to the Premises.

4.5 Payment.

4.5.1 The first payment of Base Rent shall be paid upon the delivery of this Lease, for the period from the Effective Date until the end of the calendar month in which the Effective Date occurs, prorated on the basis of the number of such days to the total number of days in said month. Thereafter all Base Rent payments shall be paid in monthly installments, in advance, on the first day of each calendar month (the "Base Rent Due Date"). On each such date, Lessee shall pay the full Base Rent payment.

4.5.2 No payment to or receipt by Lessor of a lesser amount than that which is due and payable under the provisions of this Lease at the time of such payment shall be deemed to be other than a payment on account of the earliest payment due, nor shall any endorsement or statement on any check or payment prejudice in any way Lessor's right to recover the balance of such payment or pursue any other remedy provided in this Lease or by law.

4.5.3 All payments and reports required by this Section 4.5 shall be remitted to the following address by the due date(s) specified hereinabove:

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Facsimile: (623) 349-6000
Attn: Finance Department - Airport

or such other address specified in writing by Lessor to Lessee.

4.6 **Finance Charges and Late Fees.** If Lessee fails to pay any installment of Base Rent or any other charge due and owing to Lessor in full on or before the applicable due date, Lessee shall be responsible for interest on the unpaid installment at the rate of eighteen percent (18%) per annum from the due date until payment in full is made. In addition, in the event any installment of Base Rent is paid more than ten (10) days after the due date, a late penalty of ten percent (10%) of the amount of such delinquent Base Rent installment shall be due and payable in addition thereto.

4.7 **Taxes.** In the event any governmental authority shall impose a tax or imposition based upon any Base Rent payments or any other sums paid or owing hereunder or the receipt of such payments by Lessor, then Lessee shall pay such amounts to Lessor at the same time and in addition to payments hereunder, which amounts may include, but are not limited to, any or all rental, transaction privilege, sales, excise or other similar tax except income taxes. Lessee's obligation to pay such amounts together with any interest thereon and/or penalties therefor, shall survive the termination of this Lease.

4.8 **Survival.** Lessee's obligation to pay all amounts stated herein, together with any interest thereon and/or penalties therefor, shall survive the termination of this Lease.

5. PERFORMANCE GUARANTEE.

5.1 On or before the Effective Date, Lessee shall pay to Lessor an amount equivalent to two (2) months Base Rent, or ONE THOUSAND FIVE HUNDRED FORTY-EIGHT DOLLARS AND EIGHTEEN CENTS (\$1,548.18), as a security deposit to insure the faithful performance of all of Lessee's obligations hereunder (the "Performance Guarantee"). The Performance Guarantee shall be adjusted annually, as required, and Concessionaire shall pay Lessor, within five (5) business days of Airport Manager's written request therefor, such additional monies as may be necessary to maintain the Performance Guarantee as a sum equal to two (2) month's Base Rent.

5.2 The Performance Guarantee, at the election of Lessor, may be applied in reduction of any loss and/or damage sustained by Lessor by reason of the occurrence of any breach, nonperformance or default by Lessee under this Lease without the waiver of any other right or remedy available to Lessor at law, in equity or under the terms of this Lease. If any portion of the security deposit is so used or applied, Lessee shall, within five (5) days after written notice from Lessor, deposit with Lessor immediately available funds in an amount sufficient to restore the security deposit to its original amount. In the event of a sale or other transfer of the Premises by Lessor, Lessor shall transfer the remaining balance (if any) of the Performance Guarantee to Lessor's successor in interest, whereupon the transferor Lessor shall be released from liability to Lessee for the return of such Performance Guarantee. Unless this Lease is terminated as a result of Lessee's default, upon termination, Lessor shall return to Lessee all portions of the Performance Guarantee which were not applied by Lessor as permitted above. Lessor shall have no obligation to maintain a separate account for such security deposit and shall have no obligation to pay interest thereon.

6. AIRCRAFT OPERATIONS GUIDELINES.

If and to the extent that Lessee operates aircraft at or on the Airport, Lessee shall be subject to the provisions of Exhibit C. If any subtenant of Lessee on or at the Premises operates aircraft at the Airport, such subtenant also shall be subject to the provisions of Exhibit C, which Lessor may enforce directly against such subtenant.

7. IMPROVEMENTS.

7.1 Construction by Lessee. Subject to written approval of the Public Works Director, Lessee shall be authorized to make necessary improvements for the use and operation of the Fuel Farm.

7.2 Construction Milestones. *Reserved.*

7.3 No Alterations. Lessee shall make no exterior improvements or alterations to the Premises during the Term of this Lease without the prior written permission of Lessor, which shall not be unreasonably withheld or delayed and, if and to the extent applicable, without the approval by Lessor's Design Review Committee. Lessee shall provide Lessor with electronic as-built drawings (or their equivalent) when any improvement or alteration is completed for which such drawings are reasonably required

7.4 Title to Alterations and Improvements. Title to all improvements and alterations on the Premises (but not personal property or trade fixtures) shall vest in Lessor upon the expiration of this Lease, and Lessee agrees to execute and deliver to Lessor, within ten (10) days after Lessor's request therefor, a quitclaim deed confirming that title to such improvement and alterations is vested in Lessor.

7.5 Mechanics' Liens. Lessee shall keep the Premises and any/all improvements constructed by Lessee thereon free of any mechanic or materialmen's liens. In the event that any such lien is filed, Lessee shall, at its sole cost, cause such lien to be removed from the Premises by bonding or otherwise within thirty (30) days of notice thereof.

7.6 Permit Required. Lessee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable. All structural, electrical, plumbing or mechanical construction or reconstruction shall conform to City of Buckeye (the "City") construction and technical codes. No such work shall be commenced without first submitting required plans and obtaining required permits from the City. All such work shall be permitted, inspected and approved by the City prior to concealment or use. Lessee shall provide to Lessor a contemporaneous copy of Lessee's permit application and the associated plans and specifications.

7.7 Damage or Destruction. Lessee shall maintain insurance on the Premises and all improvements and personal property located on and within the Premises. In the event that all or any portion of the Premises is destroyed or rendered unusable, Lessee shall be entitled to replace, repair, restore, modify or improve the Premises, subject to the provisions of Section 7.6, using insurance proceeds together with any additional funds from other available sources, or, alternatively, Lessee shall pay the replacement cost of the Premises to Lessor.

7.8 Fire Department Approval. Lessee shall provide for approval of the City Fire Marshall a fire protection plan for the premises prior to commencing operations. The Fire Marshall has provided guidance to the Lessee for the proper protection of the premises prior to the execution of this lease. The Lessee shall maintain the approved fire protection plan throughout the life of the lease.

8. MAINTENANCE.

8.1 Maintenance by Lessee. Lessee shall, at its sole cost and expense, keep the Premises and all improvements therein in a neat and clean condition and in good order, condition and repair. Lessee shall prepare, maintain and follow a preventative maintenance schedule for all mechanical, electrical, plumbing, drain, piping and air conditioning systems on the Premises, and, upon request, provide a copy of such

schedule to Lessor and, if required by Lessor, a list of the dates on which such maintenance was actually done.

8.2 Damage to Lessor Property. Any real or personal property of Lessor damaged or destroyed by Lessee as a result of Lessee's use or occupancy of the Premises shall be promptly repaired or replaced by Lessee to the satisfaction of Lessor. In lieu of such repair or replacement, where required by Lessor, Lessee shall pay to Lessor an amount sufficient to compensate for the loss sustained by Lessor.

8.3 Trash Removal. Lessee shall at all times keep the Premises in a neat, clean, safe, sanitary and orderly condition and shall keep such area free of all trash and debris. Lessee shall be responsible for all trash removal from the Premises. Such trash removal shall be performed on a not less than weekly basis, and all trash shall be disposed of off the Airport. Prior to its removal from the Airport, Lessee shall deposit all trash and debris only at collection stations located on the Premises, in accordance with City code.

8.4 Emergency Repairs. Within fifteen (15) days of the Effective Date, Lessee shall provide Lessor with a list of names and telephone numbers for 24-hour emergency contact for the Premises. Lessee shall promptly provide Lessor with updated lists and changes as necessary.

9. ASSIGNMENT, SUBLETTING AND OTHER TRANSFERS.

9.1 Right to Transfer. Lessee may freely transfer, assign, encumber, pledge or hypothecate its interest in this Lease or any right or interest hereunder, or sublet the Premises or any part thereof, without the prior consent of Lessor; provided, however, any assignment other than an assignment as security in conjunction with or as part of a mortgage or deed of trust or an assignment by means of a foreclosure or trustee's sale thereunder shall require Lessor's reasonable prior written consent. In the case of an assignment (other than an assignment as security), the assignee must expressly assume in writing all of Lessee's obligations under this Lease, and in the case of a sublease, the sublease shall expressly provide that it is subject to all of the terms and conditions of this Lease. Upon an assignment of all of its interest in this Lease, the assignor shall be released from all liability and obligation under this Lease from and after the effective date of the assignment.

9.2 Consent Not Required. Lessee may, without Lessor's consent, cause a Transfer to an Affiliate (as hereinafter defined) if Lessee: (i) notifies Lessor at least thirty (30) days prior to such transfer; (ii) delivers to Lessor, at the time of Lessee's notice, current financial statements of Lessee and the proposed transferee that are reasonably acceptable to Lessor; and (iii) the transferee assumes and agrees in writing to perform Lessee's obligations under this Lease. For purposes of this paragraph, "Affiliate" means any person or entity that, directly or indirectly, controls, is controlled by or is under common control with Lessee. For purposes of this definition, "control" shall mean possessing the power to direct or cause the direction of the management and policies of the entity by the ownership of a majority of the voting securities of the entity.

9.3 Deemed Transfers. For the purposes of this Lease, a Transfer shall be deemed to include the following: (i) if Lessee is a corporation, partnership, limited liability company, or other legal entity, the transfer of any ownership interest in such entity resulting in a change in the present control of such entity by the person or persons owning a majority of the ownership interest thereof as of the date of this Lease; provided, however, if Lessee is a corporation whose stock is traded on a nationally recognized stock exchange, the transfer of Lessee's stock shall not constitute a Transfer requiring Lessor's consent; or (ii) the sale of twenty-five percent (25%) or more in value of the assets of Lessee.

9.4 Non-Disturbance. Lessor agrees, for the benefit of all subtenants of all or any part of the Premises, that if this Lease or Lessee's right to possession of the Premises is terminated for default or otherwise, all subleases of all or any part of the Premises, except any sublease to an affiliate of Lessee, shall continue in full force and effect notwithstanding the termination as direct leases between Lessor and the subtenants and all such subtenants upon request shall attorn in writing to Lessor.

10. IDENTIFICATION SIGNS.

Lessee may install on the Premises, a sign or signs identifying its business, provided, however, that the general type, size, and location of such sign(s) shall conform to Lessor's Comprehensive Sign Plan, be approved in writing by Lessor in advance of installation and be subject to any signage rules, codes and/or regulations of any governmental authority.

11. DEFAULT; TERMINATION BY LESSOR.

11.1 Events of Default. Each of the following shall constitute a material default of this Lease by Lessee (an "Event of Default"):

11.1.1 The failure of Lessee to pay any installment of Base Rent or any other amount due from Lessee hereunder, provided that Lessee does not cure such failure within ten (10) business days after delivery by Lessor of a written notice of such failure.

11.1.2 The failure of Lessee to perform any of its other obligations under this Lease, provided that Lessee does not cure such failure within thirty (30) calendar days after delivery by Lessor of a written notice of such default; provided, however, if a cure of the default reasonably requires more than thirty (30) calendar days to complete, then the time to cure shall be extended so long as the cure is being diligently pursued.

11.1.3 The filing of any mechanic's, materialmen's or other lien or any kind against the Premises because of any act or omission of Lessee which lien is not discharged, by bonding or otherwise, within thirty (30) days of receipt of actual notice thereof by Lessee.

11.2 Lessor's Remedies. Upon the occurrence of an Event of Default under this Lease, Lessor may, without prejudice to any other rights and remedies available to a Lessor at law, in equity or by statute, but subject to the provisions of Sections 9.2 and 23 herein, exercise one or more of the following remedies, all of which shall be construed and held to be cumulative and non-exclusive:

11.2.1 Terminate this Lease and re-enter and take possession of the Premises; or

11.2.2 Without terminating this Lease, re-enter and take possession of the Premises and terminate Lessee's right of access or occupancy to the Premises; or

11.2.3 Without such re-entry, recover possession of the Premises in the manner prescribed by any statute relating to summary process, and any demand for Base Rent, re-entry for condition broken, and any and all notices to quit, or other formalities of any nature to which Lessee may be entitled, are hereby specifically waived to the extent permitted by law; or

11.2.4 With or without terminating this Lease, Lessor may re-let the Premises or any portion thereof.

11.3 No Implied Termination. Lessor shall not be deemed to have terminated this Lease unless Lessor shall have notified Lessee in writing that it has so elected to terminate this Lease. Lessee hereby waives all claims based on Lessor's reentering and taking possession of the Premises or removing and storing the property of Lessee and shall save Lessor harmless from all losses, costs or damages occasioned thereby. No such reentry shall be considered or construed to be a forcible entry by Lessor.

11.4 Lessor's Current Damages. Lessor is authorized to make such repairs, refurbishments or improvements to the Premises as may be necessary for the purpose of attempting to re-let the Premises, and the costs and expenses incurred in respect of such repairs, redecorating, refurbishments and improvements shall be paid by Lessee to Lessor within five (5) business days after receipt of Lessor's statement. If Lessor exercises any of the remedies stated above, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of the Event of Default, which shall include, without limitation, (i) the equivalent of the amount of the Base Rent and all other payments which would be payable under this Lease by Lessee for the remainder of the term if this Lease were still in effect, less (ii) the net proceeds of any re-letting by Lessor after deducting all of Lessor's expenses in connection with such re-letting, which shall include, without limitation, repossession costs, repairs, redecorating, refurbishments or improvements to the Premises, brokerage commissions, attorneys' fees, and legal expenses. Lessee shall pay such current damages to Lessor, in the amount set forth in the preceding sentence (hereinafter called the "Deficiency"), in monthly installments on the days on which the Base Rent would have been payable under this Lease if this Lease were still in effect. All amounts collected by Lessor from subtenants shall be credited against Lessor's damages.

11.5 Lessor's Final Damages. At any time after an Event of Default, whether or not Lessor shall have collected any monthly Deficiency as set forth above, Lessor shall be entitled to recover from Lessee, and Lessee shall pay to Lessor, on demand, as final damages for the applicable Event of Default, the sum of (a) the then present worth (at a discount at the rate of six percent (6%) per annum) of (i) the aggregate of the Base Rent and all other amounts to be paid by Lessee hereunder for the unexpired portion of the term of this Lease (assuming this Lease had not been terminated), less (ii) the amount of such loss that could have been reasonably avoided, plus (b) repossession costs, Lessor's expenses in connection with any attempts it may have made to re-let the Premises (which shall include, without limitation, repairs, refurbishments or improvements to the Premises and brokerage commissions), attorneys' fees, legal expenses, and all other damages incurred by Lessor as a result of such Event of Default. In determining the amount of loss that could reasonably be provided, rents to be paid by subtenants pursuant to Section 9.4 and other reasonably projected rental income from leasing the Premises shall be taken into account.

11.6 No Waiver by Lessor. No waiver by Lessor of any breach or default by Lessee in the performance of its obligations under this Lease shall be deemed to be a waiver of any subsequent default by Lessee in the performance of any of such obligations, and no express waiver shall affect an Event of Default in a manner other than as specified in said waiver. The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar acts by Lessee.

11.7 Content of Default Notice. Any default notice tendered to Lessee hereunder shall be deemed to be sufficient if it is reasonably calculated to put Lessee on inquiry as to the nature and extent of such default, and is made in accordance with Section 19 herein.

11.8 Limitation on Exercise of Termination Remedy by Lessor. Notwithstanding anything to the contrary in Section 11.2 hereinabove, if an Event of Default occurs, Lessor shall not have the remedy of terminating this Lease or of taking possession of the Premises unless: (i) the Event of Default consists of a failure to pay of Base Rent or other amounts owed to Lessor; or (ii) Lessor has no other remedy that is

adequate to protect Lessor's interests. Other remedies that are available to Lessor include self-help and recovery of damages and nothing in this Section 11 shall limit the exercise of any such other remedy.

11.9 Waiver of Landlord's Lien. Lessor hereby waives all statutory or common law landlord's lien rights with respect to personal property located on the Premises.

11.10 Cancellation. This Lease may be cancelled pursuant to the provisions of Arizona Revised Statutes Section 38-511.

12. ASSUMPTION OF CRITICAL OPERATIONS. RESERVED

13. INDEMNIFICATION.

To the fullest extent permitted by law, Lessee hereby agrees to defend, indemnify and hold harmless Lessor and its members, elected or appointed officials, agents, contractors, subcontractors, boards, commissions and employees (hereinafter referred to collectively as the "Lessor" for purposes of this Section 13) for, from and against any and all claims, causes of action, liability, suits, litigation (including reasonable attorney's fees and other costs of investigation and litigation), actions, losses, damages or claims of any nature whatsoever which arise out of or in connection with (i) any accident, injury or damages occurring within the Premises, or (ii) any negligent act or omission of Lessee or its agents, employees, contractors, or subcontractors (hereinafter referred to collectively as "Lessee" for purposes of this Section 13) in connection with Lessee's operations hereunder and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or (iii) the failure of Lessee to comply with any provisions of this Lease. This indemnification shall exclude responsibility for any consequential damages and for claims arising by reason of the negligent or wrongful act of Lessor or its employees, contractors or agents.

14. ENVIRONMENTAL PROTECTION.

14.1 Definitions. Unless the context shall clearly require otherwise, the terms defined in this section shall, for all purposes of this Lease and of any agreement amendatory hereof or supplemental hereto, have the meanings herein specified, with the following definitions to be equally applicable to both the single and plural forms of any of the following:

14.1.1 *Environmental Laws.* The term "Environmental Laws" shall mean any one or all of the following, as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; the Toxic Substances Control Act, 15 USC Section 2601 et seq.; the Safe Drinking Water Act, 42 USC Section 300h et seq.; the Clean Water Act, 33 USC Section 1251 et seq.; the Clean Air Act, 42 USC Section 7401 et seq.; the Arizona Hazardous Waste Management Act, A.R.S. Section 49-921 et seq. the Arizona Environmental Quality Act, Title 49 of the Arizona Revised Statutes, as amended; and all regulations thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including substrata land, or that govern the use of hazardous materials, hazardous waste and hazardous substances and petroleum products.

14.1.2 *Hazardous Material.* The term "Hazardous Material" shall mean any toxic or hazardous material, substance or waste, or any pollutant or contaminant as defined or regulated pursuant to

any Environmental law and petroleum products. For purposes of this definition, petroleum includes petroleum-based substances comprised of a complex blend of hydrocarbons derived from crude oil through processes of separation, conversion, upgrading and finishing (e.g., distillate fuel oils, petroleum solvents and used oils).

14.2 Release by Lessor. Lessee is not responsible or liable for any environmental damage of any kind or for the effects of Hazardous Material on the environment or on any person or property, if any, which have been caused by the use of, or releases from, the Premises prior to Lessee's occupancy of any part of the Premises. Lessee is not liable for any claims or damages arising from environmental damage resulting or to result from contamination of any kind existing on the site or surrounding sites prior to Lessee's occupancy of the Premises.

14.3 Lessee Compliance.

14.3.1 Lessee shall, at the Lessee's own expense, comply with all present and hereafter enacted Environmental Laws, and any amendments thereto, affecting Lessee's operation on and property interest in the Premises during the period of Lessee's occupancy of the Premises under this Lease.

14.3.2 Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Airport by Lessee, its agents, employees, contractors or invitees in violation or threatened or suspected violation of any Environmental Law. The Parties recognize and agree that Lessee may bring on the Premises and use Hazardous Materials that are ordinarily and customarily used in aircraft servicing and maintenance, provided that such use shall fully comply with all applicable Environmental Laws.

14.3.3 If Lessee desires to install upon the Premises, any underground storage tanks ("USTs"), Lessee shall submit the plans for such USTs to Lessor for prior approval and shall comply with all applicable Environmental Laws related thereto, including Title 40, Code of Federal Regulations, Part 280, as adopted by the State of Arizona ("Part 280"), and Lessee shall be the owner of such USTs for statutory purposes. Installation of USTs shall comply with the "code of practice" set forth in Part 280. Lessee is solely responsible for the design, construction, installation, operation, monitoring, inspection, repair and maintenance of any and all USTs, including any connected piping and/or dispensing apparatus. Lessee shall provide to Lessor a copy of the Arizona Department of Environmental Quality Notification of Underground Storage Tank Registration that Lessee submits to the state. All USTs shall meet or exceed the tank performance standard for USTs installed after December 22, 1998, including corrosion protection, leak detection and spill/overflow protection. Any UST that stores flammable and combustible liquids shall meet the provisions of NFPA 30, Flammable and Combustible Liquids Code. Records demonstrating compliance with release detection requirements, including product inventories, calibration and maintenance, sampling, tightness testing and any other records, fees and taxes required by the state or federal governments shall be the responsibility of Lessee. Upon the expiration of this Lease, Lessee shall remove all USTs in compliance with all UST closure requirements under all applicable Environmental Laws in effect at that time unless otherwise allowed by Lessor.

14.4 Indemnification. To the fullest extent permitted by law, Lessee shall indemnify, defend (with counsel reasonably acceptable to Lessor), protect and hold harmless Lessor and its employees and agents for, from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result of any of Lessee's activities or operations on or discharged on or from the Premises during the Term of this Lease. This obligation includes, but is not limited to, all costs

and expenses related to cleaning up the property, land, soil and underground or surface water as required under the law. Lessee's obligations and liabilities under this Section 14.4 shall survive the termination of this Lease. The indemnification of Lessor by Lessee as described above includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material located on the property or present in the soil or ground water on or under the Airport. If Lessor's right to enforce Lessee's promise to indemnify is not an adequate remedy at law for Lessee's failure to abide by the provision of this Section 14.4, Lessor shall have the right to injunctive relief in the event of any violation or threatened violation by Lessee.

14.5 Remediation. Without limiting the foregoing, if the presence of any Hazardous Material during the Term of this Lease caused or permitted by Lessee results in any Release on the Airport in violation or potential violation of any Environmental Law, Lessee shall promptly take action to remediate the affected property at its sole expense as is necessary to return the Airport to the condition existing prior to the introduction of any such Hazardous Material to the Airport; provided that Lessor's approval of such actions shall first be obtained, except in emergency, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Airport and Lessee is not under administrative or court order related to such remediation action. Notwithstanding Lessor's approval pursuant to this Section 14.5, Lessor is not responsible for directing or managing any remediation action. For purposes of this Section 14.5, the term "Release" means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping.

14.6 Governmental Submittals. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that a site characterization, site assessment and/or cleanup plan should be prepared and/or that a cleanup should be undertaken because of any spills or discharges of Hazardous Materials by reasons of Lessee's operations or actions at the Airport which occur during the term of this Lease, then Lessee shall, at the Lessee's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans.

14.7 Information Sharing.

14.7.1 Lessee shall immediately notify Lessor of any of the following: (i) Lessee's receipt of any notification from any governmental entity either charging or informing Lessee that it will be charged with a significant (as defined below) violation of Environmental Laws, and (ii) any significant change in Lessee's operation on the Premises that is reasonably likely to adversely change Lessee's or Lessor's obligations or liabilities under the Environmental Laws. In addition, Lessee agrees to provide Lessor with copies of documents reflecting the physical condition of the Premises, including but not limited to, environmental testing of soils and groundwater, and information reasonably requested by Lessor to determine the applicability of the Environmental Laws to the Premises, or to respond to any governmental investigation or claim of liability by third parties which is related to environmental contamination of the Premises or Lessee's operation thereon. A "significant violation of Environmental Law" shall be any violation that requires more than thirty (30) calendar days to resolve.

14.7.2 Lessee shall install on any UST that it installs pursuant to Section 14.3.3, a method or a combination of methods for Release detection that can detect a Release from any portion of the UST and the connected underground piping. Lessee shall immediately notify the Airport Department of Operations upon discovering a Release or Suspected Release of any amount of material that is stored inside the UST. For purposes of this Section, a "Suspected Release" is any discovery of released Hazardous Material at the UST site or surrounding area, erratic behavior of Hazardous Material dispensing equipment,

the sudden loss of a Hazardous Material, an unexplained presence of water in the UST, or when monitoring indicates that a Release has occurred. In the case of inventory control, Lessee shall notify the airport operations department when the second consecutive month of inventory reconciliation data indicates that there is a discrepancy in the figures recorded.

14.8 Sublease. Lessee shall insert provisions substantially identical to the provisions of this Section 14 in any sublease agreement or contract by which it grants a right or privilege to any person, firm or corporation under this Lease.

14.9 Actions of Lessee. The activities or actions of Lessee under this Section 14 shall include the activities or actions of Lessee's officers, directors, employees, agents, contractors, invitees and successors.

14.10 Clean Water Act; NPDES Permits and SWPPPs. Without in any way limiting the foregoing, Lessee shall comply with all Environmental Laws regarding discharges to water and land, including, without limitation, obtaining and complying with an individual National Pollutant Discharge Elimination System ("NPDES") permit, or requesting coverage under and complying with any applicable multi-sector permit obtained by Lessor. If applicable, Lessee shall also prepare and comply with a site-specific Storm Water Pollution Prevention Plan ("SWPPP") or any revisions to an SWPPP, with respect to Lessee's operations or activities on the Premises. At Lessee's discretion, Lessee may chose to be added to Lessor's Storm Water Permit and, if such addition is desired, agrees to be subject to the provisions of Exhibit E attached hereto.

14.11 Environmental Assessments.

14.11.1 If, during the term of this Lease, any of Lessee's USTs are suspected of or known to be leaking, Lessee shall perform, or cause to be performed, a site characterization of the Premises using all appropriate sections of the LUST Site Characterization Manual dated January 15, 1999, or the most current edition, including tables 1 through 6, as applicable (a "Site Characterization").

14.11.2 Within thirty (30) calendar days immediately preceding the expiration of this Lease or within thirty (30) calendar days of any earlier termination of the Lease, Lessee shall:

a. Deliver to Lessor: (i) a Phase I environmental site assessment that conforms to the standards set forth in 42 USC § 9601(35)(B), as amended by Pub. L. 107-118 (Jan. 11, 2002), section 223(2), and as may be further amended, and any regulations thereunder; and (ii) an environmental compliance audit assessing the status of regulatory compliance of the Premises and all operations and activities thereon; both prepared by a qualified engineer licensed by the State of Arizona; and

b. In the event Lessee installs upon the Premises any USTs, perform or cause to be performed a Site Characterization of the Premises in the event there is evidence that there has been or may be a leak or Release of the UST contents; and

c. If either the assessment described in Section 14.11.2a (i) above or the Site Characterization described in Section 14.11.2a (ii) above identifies any "recognized environmental condition" or any other condition indicating a known or potential liability, including, but not limited to, a known or potential violation of any Environmental Law or a past, present, or material threat of a future release of a hazardous substance or a petroleum product into the environment, Lessor reserves the right, at

Lessor's sole discretion, to require Lessee to conduct, at Lessee's sole expense and with a scope of work subject to Lessor's approval, further reasonable investigations and reasonable remediation.

14.12 Protective Devices and Plans. If Lessee is required by the City to estimate the possible constituents of sanitary sewer discharges in order that the City may define certain discharge limitations for the Premises, Lessee shall complete and return an Industrial Wastewater Discharge Questionnaire (the "Questionnaire") to the City and promptly provide Lessor with updates to the Questionnaire as they arise. Also, if the City so requires, Lessee shall install and maintain appropriate protective devices to prevent accidental discharge of any Hazardous Materials into domestic or industrial drains on the Premises, and for any other material for which a slug load discharge could pollute the Airport's storm water discharge or disrupt operations at the sewage treatment plant serving the Premises. Lessee shall at all times post a notice in a prominent place on the Premises advising employees what actions to take and whom to call in the event of said discharge, and shall ensure that all employees of Lessee are trained with regard to the spill protection plan hereinafter referenced. Lessee also shall provide Lessor with immediate notice of any spill.

14.13 Right to Enter Premises. Lessor's rights under this Lease specifically include the right of Lessor, the United States Government, the Environmental Protection Agency (the EPA), the Arizona Department of Environmental Quality (ADEQ) and the Arizona Department of Occupational Safety and Health (ADOSH) to enter the Premises upon reasonable notice to Lessee for purposes of: (i) inspecting Lessee's compliance with environmental, occupational safety and health laws and regulations, whether or not such party is responsible for enforcing such laws; (ii) conducting environmental investigation or remediation, including, without limitation, performing tests and surveys, drillings, test-pitting, borings, compiling data and/or records, and other activities related to environmental investigation; and (iii) carrying out remedial or removal actions as required or necessary under applicable laws, including, without limitation, installing monitoring wells, pumping wells and/or treatment facilities. Lessor shall give Lessee twenty-four (24) hours prior notice of its intention to enter the Premises unless it determines the entry is required for safety, environmental, operations, or security purposes. Lessee shall have no claim against the United States, EPA, ADEQ, the Arizona ADOSH or Lessor, or any officer, agent, employee, or contractor thereof on account of any such entries.

14.14 Cleanup Requirements. Lessee agrees that Lessor assumes no liability to Lessee should Hazardous Materials cleanup or related requirements, whether imposed by law, regulatory agencies, the U.S. Government interfere with Lessee's use of the Premises. Lessee shall have no claim against Lessor or the United States or any officer, agent, employee or contractor thereof on account of any such interference whether due to entry, performance of remedial or removal investigations, or exercise of any right under this Lease or otherwise. Lessee agrees to comply with the provisions of any health or safety plan in effect or any hazardous substance remediation or response agreement with environmental regulatory authorities during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action shall, to the extent practicable, be coordinated with representatives designated by Lessee. Lessee shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof.

14.15 Spill Protection Plan. In the event Lessee undertakes any type of manufacturing, maintenance or other activities on the Premises involving the use or generation of any Hazardous Materials regulated by Hazardous Materials Laws, Lessee shall have an approved plan for responding to Hazardous Materials, fuel, and other chemical spills prior to commencement of operations on the Premises. Such plan shall comply with all applicable requirements and shall be updated from time to time as may be required to comply with changes in site conditions or applicable requirements, and shall be approved by all agencies having regulatory jurisdiction over such plan. Such plan shall be independent of Lessor's spill prevention and response plans, if any. Lessee shall not rely on use of Lessor or Lessor personnel or equipment in execution of its plan. Lessee shall file a copy of the approved plan and approved amendments thereto with

Lessor's Airport Manager within thirty (30) calendar days of receipt of a CofO from the City. Notwithstanding the foregoing, should Lessor provide any personnel or equipment, whether for initial fire response and/or spill containment, on the request of Lessee, or because Lessee was not, in the opinion of Lessor, conducting fire fighting, containment or timely cleanup actions, Lessee agrees to reimburse Lessor for its actual costs in accordance with all applicable laws and regulations.

14.16 Wells. Lessee shall not install any new drinking water or other wells in any location on the Premises without the prior written approval of Lessor.

14.17 Construction Activities and Surface Disturbances.

14.17.1 During Lessee's construction of improvements on the Premises, if any, Lessee agrees that in the event any hazardous substances, pollutants, contaminants, petroleum or petroleum derivatives are found, Lessee shall promptly notify Lessor of such discovery and shall immediately cease said construction pending investigation and remedial action, if necessary, by Lessor or the appropriate regulatory agency.

14.17.2 After construction of Lessee's Improvements on the Premises, Lessee shall not conduct any subsurface excavation, digging, drilling or other disturbance of the surface without the prior written approval of Lessor, which shall not be unreasonably withheld.

15. PROTECTION OF WETLANDS.

Lessee shall minimize the destruction, loss, or degradation of wetlands located on the Premises. Lessor believes there are no wetlands existing on the Premises as of the Effective Date. However, before locating new construction in wetlands, if any exist, Lessee shall contact Lessor and the United States Army Corps of Engineers and obtain a permit or waivers under Section 404 of the Clean Water Act. For purposes of this Section 15, the term, "new construction," includes structures, facilities, draining, dredging, channeling, filling, diking, impounding, and related activities.

16. SPECIAL PROVISIONS.

16.1 Lessee shall comply with all applicable Federal, State, and local occupational safety and health regulations.

16.2 Lessee shall be responsible for determining whether it is subject to State and local sanitation, licensing, building code or building permit requirements and whether or not it requires a permit to do business and for compliance with them to the extent they are applicable.

17. INSURANCE.

17.1 Coverage Required. Lessee shall procure and maintain, or cause to be procured and maintained, the following types and amounts of insurance with respect to the Premises:

17.1.1 As set forth in the Buckeye Minimum Standard Requirements for Airport Aeronautical Services.

17.1.2 *Reserved*.

17.1.3 *Worker's Compensation* insurance, as required by law, and Employer's Liability insurance in the amount stated in the Buckeye Minimum Standard Requirements for Airport Aeronautical Services.

17.2 Form. Each insurance policy obtained pursuant to this Section, except for Worker's Compensation and Employer's Liability policies, shall: (i) name Lessor as an additional named insured; (ii) contain a provision that written notice of cancellation or modification thereof shall be given to Lessor not less than thirty (30) days before such cancellation or modification takes effect ten (10) days in case of nonpayment of premium; and (iii) contain a waiver of subrogation in favor of Lessor. Lessee shall not permit any insurance policy to be canceled or modified without Lessor's written consent unless equivalent replacement policies are issued with no lapse in coverage. All policies shall be obtained from insurance companies licensed to do business in the State of Arizona and possessing a rating of at least A - VII or higher from the A.M. Best Company, or an equivalent rating and approved by Lessor.

17.3 Certificates of Insurance. Lessee shall deliver a certificate of insurance for each policy to Lessor, in standard ACORD form, prior to the Effective Date and shall continue to provide such certificates throughout the term of this Lease.

17.4 Additional Insurance. At any time during the term of this Lease, Lessor may, if in its reasonable determination the insurance coverage required by this Section 17 is no longer adequate, require Lessee to increase its coverage to commercially reasonable amounts.

17.5 Blanket Insurance. Lessee's insurance obligations under this Lease may be satisfied by means of "blanket" or excess policies.

17.6 Insurance by Lessor. In the event Lessee shall fail to procure any insurance required hereunder, Lessor may, upon written notice to Lessee, procure and maintain any or all of the insurance required of Lessee under this Section. In such event, all costs of such insurance procured and maintained by Lessor on behalf of Lessee shall be the responsibility of Lessee and shall be fully reimbursed to Lessor within ten (10) business days after Lessor advises Lessee of the cost thereof.

18. SURRENDER OF POSSESSION.

18.1 Condition of Property. Upon the expiration or termination of this Lease, Lessee's right to occupy the Premises and exercise the privileges and rights granted under this Lease shall cease, and Lessee shall peaceably surrender the same and leave the Premises broom clean and in good condition except for normal wear and tear. All trade fixtures, equipment, and other personal property installed or placed by Lessee on the Premises which are not permanently affixed thereto shall remain the property of Lessee, and Lessee shall have the right at any time during the term of this Lease, to remove the same from the Airport, and that Lessee shall repair, at its sole cost, any damage caused by such removal. Any property not removed by Lessee within the thirty (30) day period immediately following Lease termination shall become a part of the Premises, and ownership thereof shall vest in Lessor.

18.2 Holding Over. Lessee shall not remain in possession of the Premises after the expiration or earlier termination of the Term without the express written consent of Lessor. Should Lessee hold over without the express written consent of Lessor, such tenancy shall be at the sufferance of Lessor and not a renewal of the Term and in such case, the Base Rent and all other charges due pursuant to this Lease shall be payable at one hundred fifty percent (150%) of the amount payable during the last year of the Term and such tenancy at sufferance shall be subject to every other term, covenant and provision of this Lease. In the event Lessee holds over, Lessee shall be liable for all of Lessor's direct and consequential damages, which shall include, without limitation, costs, fees, expenses, damages and attorneys' fees incurred by Lessor as a result of Lessee's holding over, and damages and expenses incurred by Lessor for its inability to deliver possession of the Premises to a new lessee.

19. INSPECTION BY LESSOR.

Lessor may enter upon the Premises at reasonable times and upon reasonable notice for any reasonable purposes including, but not limited to, compliance with the terms and conditions of this Lease and the exercise of its governmental functions such as fire protection or security purposes.

20. NOTICES.

20.1 All notices required or permitted under this Lease shall not be effective unless personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or by reputable commercial overnight courier service, to the following addresses:

TO LESSOR: City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Telephone: 623-349-6880
Attn: Ryan Reeves, Airport Coordinator

TO LESSEE: Skydive Buckeye, LLC and Desert Petroleum, LLC
3000 South Palo Verde Road
Buckeye, Arizona 85326
Telephone: 623-980-4888
Attn.: Shane Seydel, Owner/Manager

20.2 Any notice shall be deemed to have been received two (2) days after the date of mailing, if given by certified mail, or upon actual receipt if personally delivered or if given by reputable commercial overnight courier service. Any Party may designate in writing a different address for notice purposes pursuant to this Section.

21. SEVERABILITY.

Should a court of competent jurisdiction declare any provision of this Lease invalid, the remaining terms shall remain effective.

22. SALES AND PROPERTY TAXES.

Lessee shall pay any leasehold tax, sales tax, personal property tax, transaction privilege tax, license or permit fees or other tax assessed as the result of its occupancy of Premises or conduct of business at the Airport under authority of this Lease, including any such tax assessable on Lessor. In the event that laws or judicial decisions result in the imposition of a real property tax or any other form of tax or imposition on the interest of Lessor, such tax shall also be paid by Lessee for the period this Lease is in effect to the extent such taxes are reasonably attributable to the Premises or a portion thereof or the operation of Lessee's business.

23. APPROVALS, CONSENTS AND NOTICES.

All approvals, consents and notices called for in this Lease shall be in writing, signed by the appropriate party, and may not be established solely by oral testimony.

24. LIENS AND MORTGAGES.

24.1 General Provisions.

24.1.1 Except as provided in this Section 24, Lessee shall not engage in any financing or other transaction creating any mortgage or deed of trust upon the Premises, place or suffer to be placed upon the Premises any lien or other encumbrance, or suffer any levy or attachment to be made on Lessee's interest in the Premises. Any such mortgage or deed of trust, encumbrance, or lien shall be deemed to be a violation of this Section, constituting a failure to comply with the terms of the Lease, on the date of its execution or filing of record regardless of whether or when it is foreclosed or otherwise enforced.

24.1.2 Notwithstanding anything to the contrary in Section 9 herein, Lessee shall be entitled from time to time during the Term of this Lease to mortgage, collaterally assign, or otherwise encumber its leasehold interest under this Lease to secure indebtedness, including, without limitation, a loan to finance construction of improvements and other development on the Premises, and refinancings thereof, subject to the restrictions of Section 24.1.3, and provided, however, that the language of such mortgage or deed of trust and of all related documents that require the execution, approval, or consent of Lessor shall be subject to the prior review and approval of legal counsel for Lessor, and that all legal fees incurred by Lessor in connection with such legal counsel review and approval shall be paid by Lessee. Any such encumbrance is referred to as a "Mortgage" and the holder thereof a "Mortgagee". The Mortgagee, upon taking possession or upon foreclosure or taking an assignment in lieu thereof, shall be liable for all future rents and obligations hereunder and shall attorn to Lessor. No Mortgage shall encumber Lessor's interest in the Premises or the improvements thereon. Further and promptly after Lessee assigns or encumbers any portion of the Premises or the improvements thereon, Lessee shall furnish Lessor with a written notice setting forth the name and address of such Mortgagee or trustee.

24.1.3 No Mortgage or deed of trust shall extend to or affect the fee, the reversionary interest or the estate of Lessor in the Premises. No Mortgage or deed of trust shall be binding upon Lessor in the enforcement of its rights and remedies under this Lease and by law provided, unless and until a copy thereof shall have been delivered to Lessor and such Mortgage or deed of trust is authorized in accordance with provisions of this Section 24.

24.2 Lessor Agreement. With respect to Mortgagees of the Premises, Lessor agrees that:

24.2.1 If requested by a Mortgagee which shall have duly registered in writing with Lessor its name and address, and if Lessor shall give any notice, demand, election or other communication required hereunder (hereafter collectively "Notices") to Lessee, Lessor shall concurrently give a copy of each such Notice to the Mortgagee at the address designated by it. Notices shall be sent by registered or certified mail, return receipt requested, and shall be deemed given seventy two (72) hours after the time they are deposited in a United States Post Office with postage charges prepaid, addressed to the Mortgagee. No Notice given by Lessor to Lessee shall be binding upon or affect Lessee or the Mortgagee unless a copy of the Notice shall be given to the Mortgagee pursuant to this Section 24.2.1.

24.2.2 Such Mortgagee entitled to such Notices, as specified above, shall have any and all rights of Lessee with respect to the curing of any default hereunder by Lessee.

24.2.3 If Lessor shall elect to terminate this Lease by reason of any default by Lessee with respect to the Premises, the Mortgagee that shall have become entitled to notice as provided in this Section 24.2 shall have any and all rights of Lessee with respect to curing of any default with respect to the Premises.

24.2.4 Nothing herein contained shall be deemed to impose any obligation on the part of Lessor to deliver physical possession of the Premises to such holder of a Mortgage. To the extent the physical possession of the Premises by a secured creditor is not inconsistent with the terms of this Lease or incompatible with the Lessor's selection of available remedies in the event of default, Lessor shall not prevent such physical possession.

24.2.5 If more than one Mortgagee shall seek to exercise any of the rights provided for in this Section 24, the holder of the Mortgage having priority of lien over the other Mortgagees shall be entitled, as against the others, to exercise such rights. Should a dispute arise among Mortgagees regarding the priority of lien, the Mortgagees shall prove to the satisfaction of Lessor that they have settled that dispute.

24.3 Protection of Mortgagee(s). Until the time, if any, that an approved Mortgage shall be satisfied and released of record:

24.3.1 A Mortgagee shall have the right, for a period equal to the period afforded Lessee to perform any term, covenant, or condition and to remedy any default by Lessee hereunder, and Lessor shall accept such performance with the same force and effect as if furnished by Lessee, and the Mortgagee shall thereby and hereby be subrogated to the rights of Lessor. Such Mortgagee cure period shall begin on the later of: (i) the date Mortgagee receives notice pursuant to Section 24.2, or (ii) the date that Lessee's cure period expires under the Lease. During such Mortgagee cure period, Lessor will not disturb possession, interest or quiet enjoyment by the Lessee or Mortgagee in the real property for any reason, subject to the terms of the Lease, until such Mortgagee cure period has expired. The Mortgagee shall have the right to enter upon the Premises to give such performance.

24.3.2 In case of a default by Lessee in the performance or observance of any non-monetary term, covenant or condition to be performed by it hereunder, if such default cannot practicably be cured by the Mortgagee without taking possession of the Premises, in such Mortgagee's reasonable opinion, or if such default is not susceptible of being cured by the Mortgagee, then Lessor shall not serve a notice of lease termination if and so long as:

a. The Mortgagee shall proceed diligently to obtain possession of the Premises (including possession by a receiver), and, upon obtaining such possession, shall proceed diligently to cure such defaults as are reasonably susceptible of cure (subject to any order by a court of competent jurisdiction staying or otherwise precluding such Mortgagee from obtaining such possession); or

b. The Mortgagee shall institute foreclosure proceedings and diligently prosecute the same to completion (unless in the meantime it shall acquire Lessee's estate hereunder, either in its own name or through a nominee, by assignment in lieu of foreclosure), subject to any order by a court of competent jurisdiction staying or otherwise precluding such Mortgagee from obtaining such possession.

c. The Mortgagee shall not be required to obtain possession or to continue in possession of the Premises pursuant to Section 24.3.2a, or to continue to prosecute foreclosure proceedings pursuant to Section 24.3.2b, if and when such default shall be cured. If a Mortgagee, its nominee, or a purchaser at a foreclosure sale shall acquire title to Lessee's leasehold estate hereunder, a default that is not reasonably susceptible to cure by the person succeeding to the leasehold interest shall no longer be deemed a default under this Lease.

d. If any Mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court or

by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Lessee, the times for commencing or prosecuting foreclosure or other proceedings, including proceedings to obtain possession, shall be extended for the period of the prohibition.

24.4 New Lease

24.4.1 Lessor agrees that, in the event of termination of this Lease for any reason (including but not limited to any default by Lessee), Lessor, if requested by any Mortgagee, will enter into a new lease of the Premises with the most senior Mortgagee requesting a new lease, which new lease shall commence as of the date of termination of this Lease and shall run for the remainder of the original term of this Lease, at the rent and upon the terms, covenants and conditions herein contained, provided that:

a. Such Mortgagee shall make written request upon Lessor for the new lease within sixty (60) days after the date such Mortgagee receives written notice from Lessor that this Lease has been terminated;

b. Such Mortgagee shall pay to Lessor at the time of the execution and delivery of the new lease any and all sums which would, at that time, be due and unpaid pursuant to this Lease but for its termination, and in addition thereto all reasonable expenses, including reasonable attorneys' fees, which Lessor shall have incurred by reason of such termination;

c. Such Mortgagee shall perform and observe all covenants in this Lease to be performed and observed by Lessee, and shall further remedy any other conditions which Lessee under the Lease was obligated to perform under its terms, to the extent the same are reasonably susceptible of being cured by the Mortgagee; and

d. The Lessee under the new lease shall have the same right of occupancy to the buildings and improvements on the Leased Premises as Lessee had under this Lease immediately prior to its termination.

Notwithstanding anything to the contrary expressed or implied in this Lease, any new lease made pursuant to this Section 24 shall have the same priority as this Lease with respect to any mortgage, deed of trust, or other lien, charge, or encumbrance on the fee of the Premises, and any sublease under this Lease shall be a sublease under the new Lease and shall not be deemed to have been terminated by the termination of this Lease.

24.4.2 Nothing herein contained shall require any Mortgagee to enter into a new lease pursuant to this Section 24.4 or to cure any default of Lessee referred to above.

24.4.3 If any Mortgagee shall demand a new lease as provided in this Section 24.4, Lessor agrees, at the request of, on behalf of and at the expense of the Mortgagee, upon a guaranty from it reasonably satisfactory to Lessor, to institute and pursue diligently to conclusion the appropriate legal remedy or remedies to oust or remove the original Lessee from the Premises, but not any authorized subtenants actually occupying the Premises or any part thereof.

24.4.4 Unless and until Lessor has received notice from each Mortgagee that the Mortgagee elects not to demand a new lease as provided herein or until the period therefor has expired, Lessor shall not cancel or agree to the termination or surrender of any existing subleases nor enter into any new leases or subleases with respect to the Premises without the prior written consent of each Mortgagee.

24.5 Effect of Transfer. Neither the foreclosure of any Mortgage (whether by judicial proceedings or by virtue of any power of sale contained in the Mortgage), nor any conveyance of the leasehold estate created by this Lease by Lessee to any Mortgagee or its designee by an assignment or deed in lieu of foreclosure or other similar instrument, shall require the consent of Lessor or constitute a default under this Lease, and upon such foreclosure, sale or conveyance, Lessor shall recognize the purchaser or other transferee in connection therewith as the Lessee under this Lease, subject only to an assumption in writing by such purchaser or transferee of all obligations of Lessee under this Lease.

25. GOVERNING LAW; ATTORNEY'S FEES.

The laws of the State of Arizona shall govern the matters set forth in this Lease. Venue of any action brought under this Lease shall, at the option of Lessor, lie in Maricopa County, Arizona. In the event of any litigation or arbitration between Lessor and Lessee arising under this Lease, the successful party shall be entitled to recover its attorney's fees, expert witness fees and other costs incurred in connection with such litigation or arbitration.

26. RULES AND REGULATIONS.

Lessee shall at all times comply with all Federal, State and local laws, ordinances, rules, and regulations which are applicable to its operations, the Premises itself (including but not limited to the Americans with Disabilities Act), or the operation, management, maintenance, or administration of the Airport, including all laws, ordinances, rules and regulations adopted after the Effective Date. Lessee shall at all times comply with the Airport Minimum Standards and Airport Rules and Regulations, as the same may be amended from time to time. Copies of the current Airport Minimum Standards and Rules and Regulations are attached hereto as Exhibit D. Lessee acknowledges and agrees that Lessor may amend the Airport Minimum Standards and Rules and Regulations at any time in Lessor's sole discretion. Lessee shall be responsible for controlling and preventing disruptive pedestrian and vehicle traffic associated with its business. Lessee also shall display to Lessor any permits, licenses, or other evidence of compliance with laws upon request.

27. CORPORATE AUTHORIZATION.

In executing this Agreement, Lessee represents and warrants to Lessor that if Lessee is a corporation, Lessee has obtained and been granted the full right, power and authority to enter into this Lease.

28. UTILITY LINES AND SERVICE CHARGES.

28.1 Lessee shall, at no cost or expense to Lessor, provide or arrange for any public utility, water and sewage lines and connections that are needed in connection with any building(s), structure(s) or other improvement(s) placed on the Premises by Lessee and shall be responsible for the maintenance of such lines and connections from where they enter the Premises. If requested in advance to do so by Lessee, Lessor will grant reasonable rights-of-way on or across the Airport to suppliers of public utility services for the purpose of supplying Lessee with such services, but Lessor reserves the right to designate the lands along which such rights-of-way shall be granted so as to cause the least inconvenience in the operation of the Airport and other Airport tenants.

28.2 Lessee shall pay for all utilities used in its operations at the Airport and the Premises. The charges and method of payment for each utility or service shall be determined by the appropriate supplier of the utility or service in accordance with applicable laws and regulations, on such basis as the appropriate supplier of the utility or service may establish.

28.3 Notwithstanding the execution of this Lease, Lessor retains the right to the continued use of such utility lines and services as are presently on the Premises and the right to repair the same when necessary in Lessor's sole discretion, including but not limited to any utility easements on the Premises. Lessor shall conduct such repairs in such a manner and at such times as to not unreasonably interfere with Lessee's operations.

29. RESERVATIONS TO LESSOR.

The Premises are accepted "as is, where is" by Lessee subject to any and all existing easements or other encumbrances, and Lessor shall have the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections; water, oil and gas pipelines; telephone and telegraph power lines; and such other appliances and appurtenances necessary or convenient to use in connection therewith, over, on or across the Premises, or any part thereof, as will not unreasonably interfere with Lessee's or any subtenant's operations hereunder, and to enter upon the Premises for such purposes. Lessor also reserves the right to grant franchises, easements, rights-of-way, and permits, over, on or across any portions of the Premises for the same purposes, provided, that Lessor or the grantee, as applicable, shall not exercise such rights so as to interfere unreasonably with Lessee's or any subtenant's operations on the Premises and all such interference shall be minimized. Lessor agrees that any rights granted to any parties by reason of this clause shall contain provisions that the surface of the Premises shall be restored to its original condition, at no cost to Lessee, upon the completion of any construction.

30. FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS.

30.1 Lessee agrees that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Department of Transportation (DOT) program or activity is intended or for another purpose involving the providing of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, *Nondiscrimination in Federally Assisted Programs of the Department of Transportation*, as it may be amended.

30.2 Lessee agrees that: (i) no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, creed, disability, age, sex or national origin in the use of the Premises; (ii) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, or national origin; and (iii) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, as it may be amended.

30.3 Lessee assures that it will comply with pertinent statutes, Executive Orders, and rules promulgated to assure that no person shall on the grounds of race, creed, color, national origin, or sex, age or handicap be excluded from participating in any activity.

30.4 Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance.

30.5 Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard. Lessor and Lessee agree that Lessee has no

responsibility whatsoever with respect to maintenance and repair of the landing area of the Airport or any publicly owned facilities of the Airport.

30.6 This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States relative to the development, operation or maintenance of the Airport.

30.7 There is reserved unto Lessor, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, which shall include the right to cause in the airspace any noise inherent in the operation of aircraft, now known or hereafter used for navigation or flight in or through the airspace, and for the use of such airspace for landing on, taking off from, or operation on the Airport.

30.8 Lessee agrees to comply with the notification and review requirements covered in 14 CFR Part 77 in the event future construction of a building is planned for the Premises or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

30.9 Lessee shall not erect or permit the erection of any structure or building, nor permit the growth of any tree on the Premises, or any other obstruction that exceeds height requirements contained in 14 CFR Part 77 or amendments thereto, or interferes with the runway and/or taxiway "line of sight" of the control tower. In the event these covenants are breached, Lessor reserves the right to enter upon the Premises and to remove the offending structure or object at the expense of Lessee.

30.10 Lessee shall not make use of the Premises in any manner that might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event this covenant is breached, Lessor reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of Lessee.

30.11 Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning 49 U.S.C. §40103(e) and 47107 (a)(4).

30.12 This Lease and all of the provisions hereof shall be subject to whatever right the United States government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

30.13 To the extent that Lessee conducts or engages in any aeronautical activity for furnishing services to the public at the Airport, Lessee shall furnish its services on a reasonable and not unjustly discriminatory basis to all users and charge reasonable and not unjustly discriminatory prices for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

30.14 Lessee shall conform to Lessor and FAA safety and security rules and regulations regarding use of the Airport operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; shall complete and pass airfield safe driving instruction program when offered or required by Lessor; and shall be subject to penalties as prescribed by Lessor for violations of the Airport safety and security requirements.

31. [RESERVED].

32. REQUIRED PROVISIONS..

32.1 The following provisions are included in this Lease:

32.1.1 In furnishing services to the public, Lessee shall not discriminate against any person or class of persons by reason of race, color, creed, or national origin, and Lessee shall otherwise provide such services on a fair, equal, and not unjustly discriminatory basis to all users thereof.

32.1.2 Lessee shall charge fair, reasonable, and not unjustly discriminatory prices for each unit for service, provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

33. ARCHEOLOGICAL OR CULTURAL RESOURCES.

In the event any archeological or cultural resources are discovered during the construction contemplated by this Lease, Lessor shall use its best efforts to expedite any necessary actions with respect thereto, at Lessor's sole cost and expense; provided, however, that in the event the necessary actions with respect to any archeological or cultural resources exceeds or is estimated to exceed \$10,000.00, Lessee shall be entitled to terminate this Lease upon ten (10) days prior written notice to Lessor.

34. AIRPORT SECURITY. [If applicable].

Lessor has implemented an Airport Security Plan (the "Security Plan") in a form acceptable to the Transportation Security Administration pursuant to 49 CFR Parts 1540, 1542, and 139. Lessee shall at all times comply with the Security Plan and shall indemnify, defend and hold Lessor harmless from any violations of the Security Plan committed by any agents, employees, invitees, subcontractors or independent contractors of the Lessee. Lessor reserves the right to modify the Security Plan from time to time as it deems necessary.

35. DEFAULT BY LESSOR.

In the event of any alleged breach by Lessor of its covenants contained in this Lease, Lessee shall have available all rights and remedies provided at law or in equity, subject to the terms and conditions of this Lease; provided, however, Lessee may not exercise any such right or remedy unless Lessee has notified Lessor by written notice of such alleged default, and Lessor has not cured such default within the thirty (30) day period subsequent to receipt of such notice or, in the event such alleged default is of such a nature that it cannot reasonably be cured within such thirty (30) day period, Lessor has failed to cure such alleged default with all due diligence. Notwithstanding anything to the contrary contained in this Lease, in no event shall Lessee be entitled to terminate this Lease or to abate or offset any installment of Base Rent or any other payments to be made by Lessee hereunder.

36. BROKERS.

Lessee represents and warrants that it has not had any dealings with any real estate brokers, finders or agents in connection with this Lease. Lessee further agrees to indemnify, defend (with counsel selected by Lessor) and hold Lessor and Lessor's nominees, successors and assigns harmless from any and all claims, costs, commissions, fees or damages by any person or firm whom Lessee authorized or employed, or acted by implication to authorize or employ, to act for Lessee in connection with this Lease.

37. SALE BY LESSOR.

Lessee agrees to look solely to Lessor's interest in the Premises for the recovery of any judgment

from Lessor, it being agreed neither Lessor nor the holders of the equity interests of Lessor nor the members, partners, officers, directors or shareholders of Lessor shall be personally liable for any such judgment. In the event of any sale or other conveyance by Lessor of its interest in the Premises, Lessor shall be automatically freed and released from all personal liability accruing from and after the date of such sale or conveyance as respects the performance of any covenant or obligation on the part of Lessor contained in this Lease to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Lessor shall be binding on the Lessor and its successors and assigns only during and in respect to the respective successive periods of ownership of the Premises.

38. ESTOPPEL CERTIFICATE.

Lessee shall, without charge, at any time and from time to time hereafter, within ten (10) days after written request of Lessor to do so, certify by written instrument duly executed and acknowledged by Lessee and certified to Lessor and to any prospective lender or purchaser: (i) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (ii) as to the existence of any default hereunder to the best of Lessee's knowledge; (iii) as to the date on which Lessee was obligated to commence paying Base Rent and all other charges hereunder and the expiration date of the Term; (iv) as to whether the Lessee has assigned or transferred its interests or any portion thereof in this Lease; and (v) as to any other matters as may be reasonably requested. Lessor and any prospective purchaser or lender to whom the same was certified may rely upon any such certificate.

39. MISCELLANEOUS.

39.1 No Waiver. No provision of this Lease may be waived or modified except by a writing signed by the Party against whom such waiver or modification is sought.

39.2 Non-Waiver of Rights. No waiver or default by Lessor of any of the terms, conditions, covenants or agreements hereof to be performed, kept or observed by Lessee shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions or agreements herein contained to be performed, kept or observed by Lessee, and Lessor shall not be restricted from later enforcing any of the terms and conditions of this Lease.

39.3 Amendment. Only a written instrument executed by the Parties may amend this Lease.

39.4 Invalid Provisions. Should any provision of this Lease or any application thereof be held invalid by a court of competent jurisdiction, the remainder of this Lease shall not be affected thereby, unless one or both Parties would be substantially and materially prejudiced.

39.5 Litigation Expenses. In the event of litigation between Lessor and Lessee, the prevailing Party shall be entitled to recover its attorneys' fees and all costs and expenses of litigation, including witness fees, expert witness fees, and court costs.

39.6 Headings. The headings contained herein are for convenience in reference only and are not intended to define or limit the scope of this Lease or any term thereof.

39.7 Entire Agreement. This Lease, including exhibits attached hereto at the time of its execution, constitutes the entire agreement between the Parties hereto and supersedes all prior negotiations, understandings and agreements between the Parties concerning such matters.

40. INCORPORATION OF RECITALS.

The recitals set forth herein are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

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

EXECUTED to be effective on the date specified above.

LESSOR:

LESSEE:

CITY OF BUCKEYE, an Arizona
municipal organization

SKYDIVE BUCKEYE, LLC, an Arizona limited
liability company

Eric W. Orsborn, Mayor



Shane Seydel, Member/Owner

ATTEST:

DESERT PETROLEUM, LLC, an Arizona
limited liability company

Lucinda J. Aja, City Clerk



Shane Seydel, Manager

Exhibit A

DESCRIPTION OF PREMISES

Northwest Section of the Quad Hangar and the Fuel Farm, as depicted on the attached plan.



Exhibit B

AIRPORT RATES & CHARGES SCHEDULE

On file with City Clerk.

Exhibit C**AIRCRAFT OPERATIONS GUIDELINES**

Lessees who operate aircraft at the City of Buckeye (the "Airport") are subject to the provisions of this Exhibit C.

C1. Use of Airport. Lessee is engaged in the storage and operation of the aircraft for its lease-related and approved purposes, and desires to use the Airport landing facilities for certain types of operations for commercial purposes including, but not limited to: 1) taxiing and maneuvering on Airport runways, taxiways, ramps and aprons; 2) landings and approaches ("touch and go", "stop and go"); and 3) low approaches.

C2. Fees. Lessee shall pay Lessor fees as outlined below:

C2.1 *Landing Fee:* Lessee shall pay a landing fee at a rate equal to the amount reflected on the most current Airport Rates and Charges Schedule at the time of the aircraft operation, for each flight subject to a landing fee operated by or in conjunction with Lessee. The weight of any particular aircraft shall be its maximum certificated gross landing weight (MGLW). The amount owed to Lessor for each chargeable aircraft landing for each preceding calendar month shall be due and payable no later than the TWENTIETH (20th) day of the month succeeding the calendar month in which said aircraft landings took place.

C2.2 *Aircraft Ramp Space.* Lessee shall pay Lessor monthly, an aircraft-parking fee in an amount equal to that specified in the most current Airport Rates and Charges Schedule at the time of use, for each overnight aircraft parking position used by Lessee that is situated on Airport ramp outside Lessee's Premises. Such fees, if any, shall be payable to Lessor no later than the TWENTIETH (20th) day of the month following that in which Lessee occupied or used such space.

C2.3 *Other Space.* When available and specifically assigned to Lessee, Lessee shall pay Lessor monthly, in advance, a fee for Lessee's non-exclusive use of other space not situated on or part of the Premises. The location and cost of such other space shall be determined by Lessor at its sole discretion, and both may be subject to change from time to time by Lessor, as necessary.

C2.4 *Additional Space/Services.* In the event that Lessee requires space or special services such as, but not limited to, aircraft line services, out-of-station ARFF standby, operations safety officers, ground service equipment, or fuel spills response teams, Lessee shall pay Lessor's standard fees for such services at the time the service is rendered, unless a secured account or agreement is established prior to requesting additional services.

C3. Books and Records. Lessee shall maintain permanent books, records and ledgers accurately reflecting the total number of monthly Aircraft landings for each aircraft subject to a landing fee and any other aforementioned fee indicating the make, type (including model designation), registration, maximum certificated gross landing weight, and arrival and departure time of each aircraft involved. These records shall be made available to Lessor upon request. In addition to monthly payment as set forth in Section C2 herein and together therewith, Lessee shall provide Lessor with a written report, indicating all aircraft operations and related information for the preceding calendar month.

C4. Disabled or Abandoned Aircraft. Should any aircraft owned or operated by Lessee through accident or for any other reason, become disabled or be abandoned in any area which could interfere with the continuous, normal operations of any of the runways, taxiways and airfield facilities at the Airport, Lessee shall:

C4.1 Immediately remove said aircraft to such location as may be designated by Lessor, unless such aircraft is required to remain in place pending investigation by the appropriate regulatory agency or agencies of the federal government; and

C4.2 In the event of any accident where federal investigation in place is required, immediately upon receiving clearance to do so from the appropriate federal agency, remove said aircraft and any wreckage or debris resulting therefrom to the area(s) designated by said federal agency authorizing such removal; otherwise, such aircraft wreckage and debris shall be immediately removed from the Airport or stored at a location approved by Lessor.

C4.3 Should Lessee fail to proceed immediately to remove disabled aircraft, or should aircraft owned or operated by Lessee be abandoned on the Airport, Lessor shall have the right to remove such aircraft by any means Lessor deems necessary under the circumstances, and Lessee shall indemnify, defend, keep and hold Lessor, its members, board of directors, officers, agents, officials, servants, employees and contractors harmless from and against any and all claims, costs, loss, liability, actions, suits, proceedings, damage or expense (including costs of suit and attorneys' fees and expenses) incurred by Lessor or claimed by anyone by reason of removal of said aircraft, injury to persons or property or damages to such aircraft caused by such removal, as well as storage costs therefor. Lessee shall reimburse Lessor for any costs incurred by Lessor in removing and storing any aircraft, any property damage to the airport caused by such aircraft or removal within ten (10) business days of demand therefor.

C5. Aviation Fuel. Lessee, at Lessee's sole cost and expense, shall procure aviation fuel delivered to its aircraft on the Airport. If fueling or defueling aircraft owned or operated by Lessee, or under Lessee's direct control, Lessee shall comply fully with Lessor's *Aviation Fuel Storage, Dispensing and Handling Guidelines*.

C6. Fly Friendly Procedures. Lessee acknowledges receipt of Lessor's *Fly Friendly* noise abatement procedures, and shall provide such information to flight crews, post the information in the Lessee's flight planning area, and use the procedures to the extent possible, when consistent with safety and Air Traffic Control directives.

Exhibit D

AIRPORT MINIMUM STANDARDS
&
RULES AND REGULATIONS

On file with the City Clerk.

Exhibit E**STORM WATER PERMIT COMPLIANCE****E1. Acknowledgments.**

E1.1 The Lessee acknowledges that as a consequence of its activities, operations or location at the City of Buckeye Airport, the Lessee, may be required by EPA Regulations 40 CFR Part 122 (Regulations) to obtain a National Pollution Discharge Elimination System (NPDES) Storm water discharge permit (the “Permit”), a requirement that Lessee can fulfill by:

E1.1.1 Obtaining its own permit; or

E1.1.2 Joining as a co-permittee under Lessor’s current storm water permit.

E1.2 Lessor has undertaken to obtain a storm water discharge permit, and Lessee acknowledges that it will enjoy a substantial economic benefit by joining as a co-permittee, and that such benefit serves as good and sufficient consideration for the obligations imposed upon and assumed by Lessee under this Exhibit.

E1.3 Lessee acknowledges that it will have to devise and implement Best Management Practices (BMPs) to minimize the contact of storm and other precipitation event water with “significant materials” (as defined in the Regulations) generated, stored, handled or otherwise used by Lessee, and to document such BMPs with a written storm water management plan.

E2. Agreement.

E2.1 Lessee agrees to be made, and to be, a co-permittee on Lessor’s NPDES storm water discharge permit, and agrees that said Permit, as it is issued by the EPA, and as it may thereafter be amended, modified or otherwise changed, is incorporated by reference into this Exhibit and any subsequent renewals.

E2.2 Lessor agrees that, to the extent allowed by law, Lessee shall have the right to be removed from Lessor’s Permit should this Lease be cancelled or terminated for other reasons, or due to Lessee’s relocation, noncompliance with Permit requirements or exercise of choice; provided that, in no event shall Lessee be relieved of its obligation to comply with the requirements of the NPDES permit program with regard to its occupation and use of the Premises, nor shall Lessee be excused from any obligations or indemnifications incurred and owed to Lessor prior to Lessee’s removal from the Permit, resulting from a failure of Lessee to fulfill an obligation of the Permit.

E3. Compliance.

E3.1 Lessor will provide Lessee with a true and complete copy of the Permit and any revisions thereto, and will, as time and personnel allow, consult with and assist Lessee with regard to Permit and other requirements.

E3.2 Lessor shall have the right to monitor Lessee’s compliance with the Permit requirements, including, but not limited to: certification of non-storm water discharges; collection of storm water samples; preparation of storm water management plans; implementation of BMPs; and the maintenance of necessary records.

E3.3 Lessor reserves the right to impose upon Lessee any BMP or other action necessary to insure Lessor’s ability to comply with its Permit requirements or applicable Rules. Lessee shall have ten (10) days from date of receipt of written notice imposing such BMPs or other requirements to notify Lessor in writing if it objects to any action it is being directed to undertake. If Lessee does not provide

the specified timely notice, it will be deemed to have assented to implement the BMPs or other requirements. If Lessee provides Lessor with timely written notice of its objections, the Parties agree to negotiate a prompt resolution of their differences. Lessee warrants that it will not serve a written notice of objections for purposes of delay or avoiding compliance.

E3.4 Lessee agrees to implement at its sole expense, unless otherwise agreed to in writing between Lessor and Lessee, those Permit and other requirements which pertain to its operations and activities on the Airport, Lessee warrants that it will use its best efforts to meet all deadlines established by statute, regulation or ordinance, or that are agreed to by the Parties. Lessee acknowledges that time is of the essence in the implementation of all Permit requirements.

E4. Permit Changes. Lessee acknowledges that the terms and conditions of Lessor's Permit may change from time to time, and upon prior written notice from Lessor to Lessee of proposed changes, Lessee shall be given the opportunity to submit comments to Lessor prior to negotiations with the appropriate governmental entity(ies) for permit modifications.

E5. Material Condition. Full compliance with the NPDES permit program, 40 C.F.R. Part 122, is a material condition of this EXHIBIT and for any breach thereof which exposes Lessor to civil or criminal fine, penalty, sanction or remediation cost by any governmental entity. Lessor may terminate this Exhibit without recourse by Lessee.

E6. Covenant of Good Faith. Lessor and Lessee covenant to act in good faith to implement any requirements imposed by Lessor's Permit, to the end that the purposes of Section 402(P) of the Federal Water Pollution control Act (33 U.S.C. 1342 (P)) may be achieved. The Parties acknowledge that close cooperation will be necessary to ensure compliance with any Permit requirements to promote safety and minimize costs, and each Party agrees to a candid exchange of information necessary to coordinate a storm water management and monitoring plan.

E7. Indemnification. The covenants of insurance and indemnification in favor of Lessor imposed by other provisions of this Exhibit shall extend to, and are incorporated into, the provisions of this Exhibit.

✂ -----

NOTICE OF LESSEE INTENTION TO JOIN OR REJECT NPDES CO-PERMITTEE STATUS

I, _____, on behalf of SKYDIVE BUCKEYE, LLC AND DESERT PETROLEUM, LLC, being duly authorized to do so, acknowledge that I am fully informed of our obligations under the National pollutant Discharge Elimination System permit program as mandated by Section 402 (P) of the Federal Water Pollution Control Act (33 U.S.C. 1342 (P)), and regulations published in 40 C.F.R. Part 122.

I further acknowledge that we have been offered the opportunity to join with the City of Buckeye Airport as a co-permittee of the NPDES permit issued by the Environmental Protection Agency as it pertains to the City of Buckeye Airport (the "Airport"), in accordance with the terms and conditions set forth above.

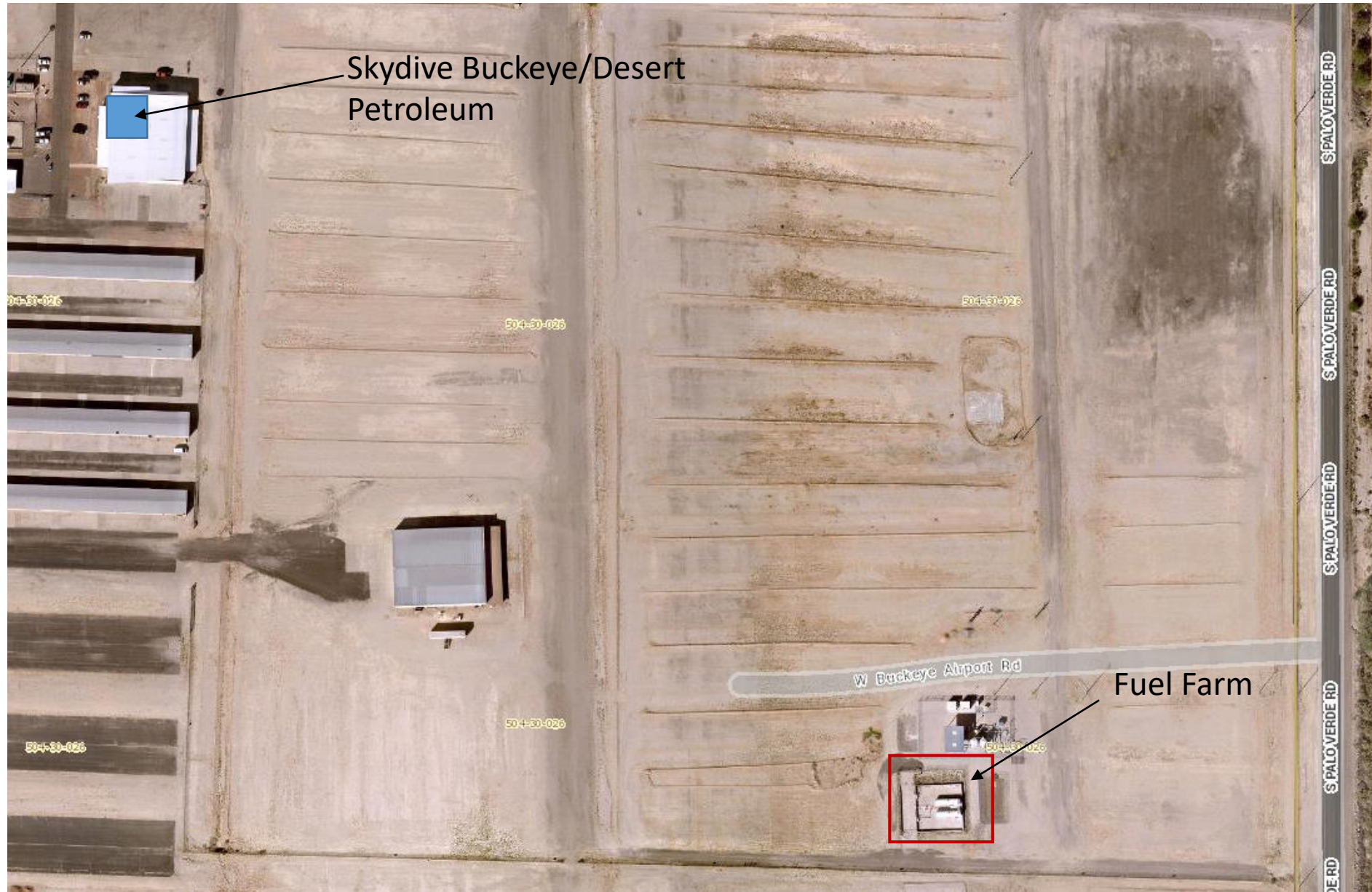
I, on behalf of SKYDIVE BUCKEYE, LLC AND DESERT PETROLEUM, LLC and being duly authorized to do so, ☐ desire to ☐ decline to (please check the appropriate box) join the City of Buckeye Airport as a co-permittee. I understand and accept the obligation to comply with the aforesaid statute and regulations as they may apply to our activities and operations at the Airport.

Dated this _____ day of _____, 2021.

By: _____

Name: _____

Its: _____



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

MEETING DATE: 10/05/21	AGENDA ITEM: 6.I. Approval of Desert Petroleum, First Amendment to Fuel Concession Agreement.
DATE PREPARED: 09/30/21	DISTRICT NO.: 1
STAFF LIAISON: Jeff Webbe, Airport Coordinator, jwebbe@buckeyeaz.gov, (623) 695-4555	
DEPARTMENT: Economic Development	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on the First Amendment to Fuel Concession Agreement between Desert Petroleum, LLC, an Arizona limited liability company, owned by Skydive Buckeye, and the City of Buckeye, an Arizona municipal corporation; and authorizing the Mayor to execute and deliver said agreement.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

SUMMARY

PROJECT DESCRIPTION:

Skydive Buckeye and Desert Petroleum, LLC, are owned and operated by the same owners. The First Amendment to the Fuel Concession Agreement combines Skydive Buckeye's lease agreement with Desert Petroleum's Fuel Concession Agreement and includes the addition of the ground lease of the airport's fuel farm.

BENEFITS:

The First Amendment to the Fuel Concession Agreement combines Desert Petroleum and Skydive Buckeye into one lease agreement, streamlining and simplifying the administrative handling of the agreements.

BUDGETED:

Yes

FISCAL YEAR:

2022

FUND/DEPARTMENT:

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

ATTACHMENTS:

[First Amendment to Desert Petroleum Fuel Concession Agreement.pdf](#)

[Skydive Buckeye_Exhibit A.pdf](#)

**FIRST AMENDMENT TO FUEL CONCESSION AGREEMENT BETWEEN
DESERT PETROLEUM, LLC AND CITY OF BUCKEYE**

This First Amendment to the Fuel Concession Agreement (the “Amendment”) between Desert Petroleum, LLC, An Arizona limited liability company (“Grantee”) and the CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation (“Grantor”) is made and effective this 5th day of October, 2021. Grantor and Grantee may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Grantor executed and entered that certain Fuel Concession Agreement (the “Concession Agreement”) with Grantee effective on January 1, 2020, for and,

WHEREAS, the Concession Agreement is associated with and runs concurrently with the Skydive Buckeye, LLC Airport Property Lease Agreement (“Master Lease”), as an extension of Skydive Buckeye, LLC’s expansion of its operations to include the delivery of airport fuel; and,

WHEREAS, the Master Lease is scheduled to terminate on December 31, 2021, and is being renewed concurrently with this Amendment with the renewed Master Lease having an effective date of November 1, 2021, and a termination date of October 31, 2024, with two additional one year extension options; and,

WHEREAS, the renewed Master Lease will include the addition of the lease of Grantor’s airport fuel farm (the “Fuel Farm”) and necessary improvements thereto to be made by Desert Petroleum, LLC; and,

WHEREAS, in connection with the inclusion of the Fuel Farm to the Master Lease, Desert Petroleum, LLC will be added as a party to the renewed Master Lease; and,

WHEREAS, the Parties desire to amend the Concession Agreement to acknowledge and incorporate the changes to the Master Lease.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. Section 1 of the Concession Agreement is amended to read as follows:

1. TERM. The term of this agreement shall be for the duration of the executed Airport Property Lease Agreement (the “Master Lease”) between the CITY OF BUCKEYE as Lesssor and SKYDIVE BUCKEYE LLC and DESERT PETROLEUM, LLC collectively as Lessee, commencing

on November 1, 2021 and terminating on October 31, 2024,
subject to two additional one year extensions. Grantor may
terminate this Agreement if at any time the Master Lease is
terminated and no longer in effect.

2. All other terms and conditions of the Concession Agreement dated February 1,
2020, remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused these present to be executed
the day and year first hereinabove written.

GRANTOR:

CITY OF BUCKEYE,
an Arizona municipal corporation

Eric W. Orsborn, Mayor

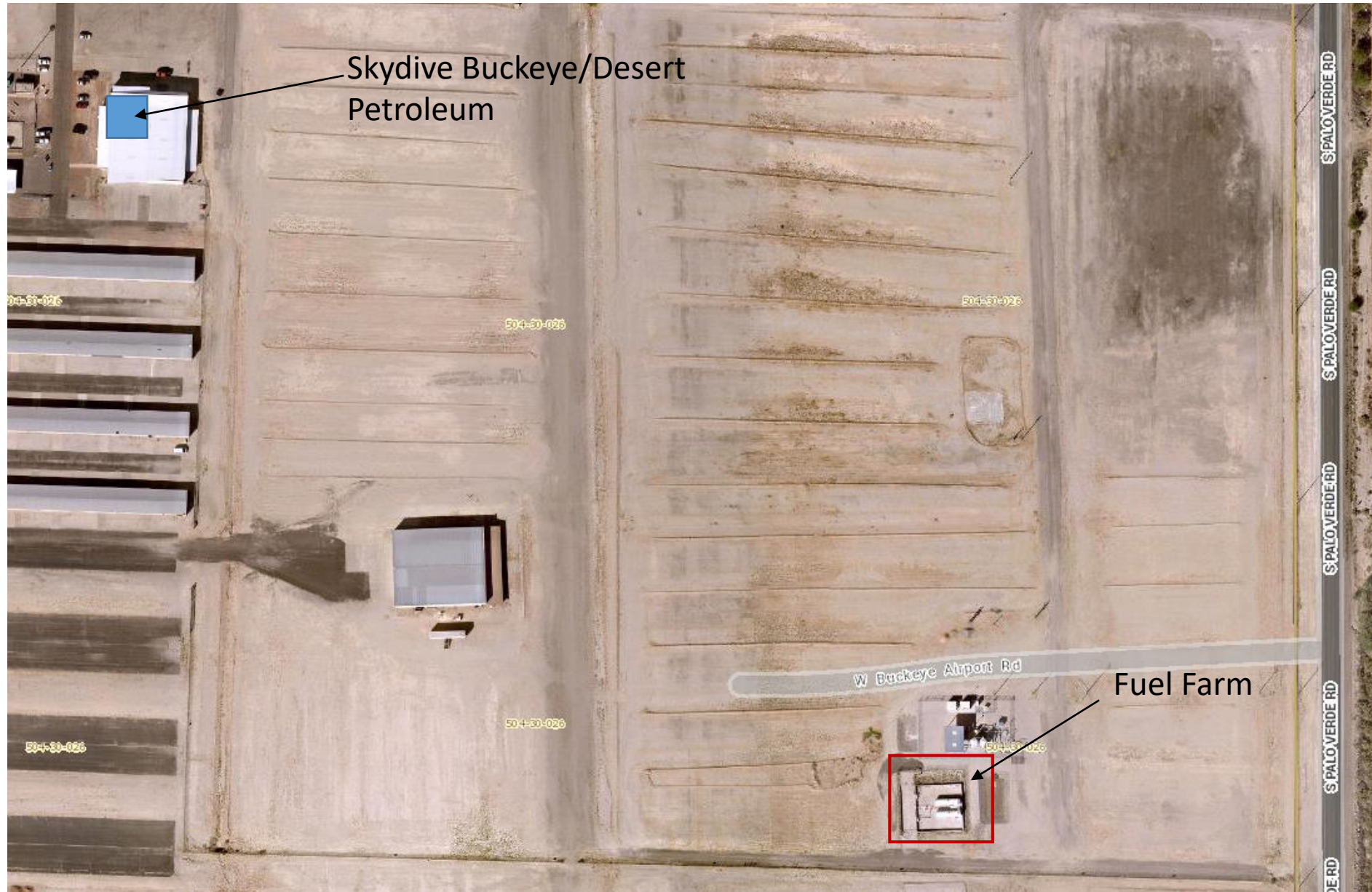
ATTEST:

Lucinda J. Aja, City Clerk

GRANTEE:

DESERT PETROLEUM, LLC,
an Arizona limited liability company

By: _____
Shane Seydel, Manager



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

MEETING DATE: 10/05/21	AGENDA ITEM: 6.J. Council to adopt Resolution No. 71-21 approving the IGA between the City of Phoenix and the City of Buckeye relating to the FTA application AZ-2021-049
DATE PREPARED: 09/30/21	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. 71-21 approving a Grant Pass-Thru Agreement between the City of Buckeye and the City of Phoenix, relating to Federal Transit Administration Grant funds for expansion of the East Buckeye Park and Ride; and authorizing the Mayor to execute and deliver said Agreement and related documents on behalf of the City.

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

ADDITIONAL RELEVANT GOALS:

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

SUMMARY

PROJECT DESCRIPTION:

Buckeye was awarded \$2,000,000 for East Buckeye Park and Ride (PNR) expansion subject to a 20% local match of \$500,000, for a total project funding of \$2,500,000. The IGA is to support the City of Buckeye's approved request for Federal Transit Administration (FTA) funds in the amount of \$2,000,000. The funds are to be allocated for transit improvements at the PNR located north of Interstate 10 on the south west corner of Jackrabbit Trail and Palm Lane. The PNR is currently being served by one route, Route 563.

The unmanned facility currently has 260 parking spaces, with a security building and small silo structure that doubles as a waiting area. The will expansion will provide 221 additional parking spaces.

The PNR design project for the expansion of the East Buckeye PNR was completed last fiscal year. In July 2019, Buckeye was awarded Federal Transit Administration (FTA) funds through a grant that is administered by MAG as part of the Avondale Goodyear Small Urbanized Area (AVGDYUZA) of which Buckeye participates as a transit funding sub-recipient. Buckeye was awarded \$2,000,000 for the PNR design with a 20% local match of \$500,000. The local match of \$500,000 will be utilized from the General Fund to a Capital Improvements Fund budgeted for this project.

BENEFITS:

The grant has been awarded to support transit improvements for the East Buckeye PNR. The City of

Buckeye is a Subrecipient of the FTA funds managed through the City of Phoenix. The IGA is required as a precondition to the release of assistance to each recipient of funds under the grant.

FUTURE ACTION:

Staff will continue to work with the City of Phoenix to request the reimbursement until all funds are expended.

FINANCIAL IMPACT STATEMENT:

The Total Eligible Project Cost: \$2,500,000.

Federal Share: \$2,000,000.

Local Share/match: \$500,000.

\$500,000 will be utilized from the General Fund for the expansion of the East Buckeye Park and Ride.

CURRENT FISCAL YEAR TOTAL COST:

A transfer from the General Fund to the Capital Improvements Fund (5021) has been budgeted for this project.

BUDGETED:

Yes

FISCAL YEAR:

21/22

FUND/DEPARTMENT:

50213170 543118

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

ATTACHMENTS:

[AZ-2021-049 - Grant Pass-Thru Agreement.pdf](#)

[RES 71-21 Approving IGA with City of Phoenix.pdf](#)

AGREEMENT NO. _____

GRANT PASS-THRU AGREEMENT

**BETWEEN
THE CITY OF PHOENIX
AND
CITY OF BUCKEYE**

Federal Award Identification Number (FAIN) No. AZ-2021-049

(49 U.S.C. Section 5307 Funds)

This Grant Pass-Thru Agreement (**“Agreement”**) is made and entered into this 1st day of July, 2021 (**“Effective Date”**), by and between the City of Phoenix, a municipal corporation duly organized and existing under the laws of the state of Arizona (hereinafter referred to as **“PHOENIX”**) and City of Buckeye, a municipal corporation duly organized and existing under the laws of the State of Arizona (hereinafter referred to as **“SUBRECIPIENT”**). PHOENIX and SUBRECIPIENT are sometimes referred to collectively as **“PARTIES”** and individually as a **“PARTY.”**

RECITALS

- A. PHOENIX’s City Manager is authorized and empowered by the City Charter’s provisions to execute contracts.
- B. PHOENIX has statutory and charter authority to provide transit services and enter into agreements with other entities within the Phoenix Urban Area for providing transit services. See A.R.S. Section 11-951, et seq.; Phoenix City Charter Chapter 2, Section 2, Subsections (c)(i) and (l).
- C. SUBRECIPIENT has statutory authority to exercise all of the powers granted to municipal corporations and to cities by the Constitution and laws of the State of Arizona, together with all of the implied powers necessary to carry into execution all the expressed powers granted therein and the power to enter into intergovernmental agreements with other governmental entities. See A.R.S. Section 11-951, et seq.
- D. SUBRECIPIENT also has the power to enter into intergovernmental agreements with other governmental entities. See A.R.S. Section 11-951, et seq.
- E. The laws of the State of Arizona authorize municipalities to: (1) engage in any business or enterprise which may be engaged in by persons by virtue of a franchise from the municipal corporation (see A.R.S. Section 9-511 (A)); (2) appropriate and spend public monies on activities that “will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of

[its] inhabitants” (see A.R.S. Section 9-500.11); and (3) be vested with all the powers set forth in Title 9 for incorporated towns, in their respective charters, and in other provisions of law (see A.R.S. Section 9-499.01).

- F. Transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of SUBRECIPIENT’s charter.
- G. Section 5307 of Chapter 53, Title 49, United States Code (formerly the Federal Transit Act of 1964, as amended) makes financial aid available to government entities and public transportation operators engaging in the preservation, improvement, and operation of mass transit systems.
- H. PHOENIX successfully applied to the Federal Transit Administration (“**FTA**”) for a grant of Section 5307 funds, which was awarded as FAIN No. **AZ-2021-049 (“Grant”)**.
- I. SUBRECIPIENT shall receive funds from said Grant and perform the work set forth in **Exhibit A**, as attached to this Agreement and incorporated by reference.
- J. PHOENIX and SUBRECIPIENT has been authorized by their respective formal authorities to enter into this Agreement.

AGREEMENT

IT IS HEREBY AGREED, by and between the PARTIES, as follows:

1. **Agreement Term.**

The term of this Agreement begins on the Effective Date provided above and project(s) led by SUBRECIPIENT must be completed and reimbursement must be requested by the 30th day of September, 2024. Funding for any uncompleted and unbilled projects will be reassigned at the discretion of PHOENIX, as needed to close out the Grant. This Agreement will terminate after all federal and PHOENIX requirements have been met and PHOENIX has closed out the Grant.

2. **Reimbursement From Grant.**

PHOENIX agrees to reimburse SUBRECIPIENT for its federal share for the purchase of items/services provided in the “Project Description” box of **Exhibit A**. SUBRECIPIENT shall comply with all requirements in 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” which are incorporated by reference.

For any allowable and eligible indirect costs awarded and charged to the Grant, SUBRECIPIENT shall provide a cost allocation plan/indirect cost rate approved

by the SUBRECIPIENT's cognizant federal agency, or those without an approved cost allocation plan may elect to charge a de minimis rate of 10% of modified total direct costs ("**MTDC**") in accordance with 2 CFR Part 200.414 before receiving reimbursement. Reimbursement shall not exceed the federal funds allocated to SUBRECIPIENT, unless approved in writing by PHOENIX.

The total federal funds allocated to SUBRECIPIENT under this Agreement shall not exceed **\$2,000,000**. No reimbursements shall be made unless all required reports have been submitted.

3. Local Share.

SUBRECIPIENT shall provide the required local match for the project(s). The local match is currently estimated to be: **\$500,000**. See **Exhibit A** for further details on the local match. SUBRECIPIENT shall be responsible for the full amount of any price increases and applicable taxes that exceed the awarded project(s) amount.

4. Application for Reimbursement.

SUBRECIPIENT shall submit an electronic copy of its application for reimbursement of the federal share to:

City of Phoenix Public Transit Department
Management Services Division, Grants Section
Email: ptdgrants@phoenix.gov

- A. The cover letter must identify the PHOENIX contract number and the period for which the application is submitted.
- B. For any applicable reimbursements, SUBRECIPIENT shall submit its application with the reimbursement request form shown in **Exhibit B**, which is attached to this Agreement and incorporated by reference.
- C. The application for reimbursement must be accompanied by detailed backup documentation for all eligible expenses. At a minimum, the documentation shall include the following:
 - 1. A listing of all invoiced costs with vendors and payment dates;
 - 2. Copies of paid invoices received from vendors for purchases of supplies and services and corresponding proof of payment such as cancelled checks or bank statements;
 - 3. Either an approved cost allocation plan on file with SUBRECIPIENT'S cognizant federal agency or an acknowledgement in writing that SUBRECIPIENT will use of the 10% De Minimis Rate (in accordance with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles,

and Audit Requirements for Federal Awards”) for all allowable indirect costs that are eligible for reimbursement; and

4. Such other documentation as PHOENIX or FTA may require, including any reports mandated by **Exhibit C**, which is attached to this Agreement and incorporated by reference.

5. SUBRECIPIENT Performance.

SUBRECIPIENT shall complete the project(s) for which the Grant’s funds have been awarded in a proper and timely manner. SUBRECIPIENT further acknowledges that it is responsible for complying with all federal, state, and local requirements imposed under the Grant, including the requisites identified in **Exhibit D, Exhibit E, and Exhibit F**, which are attached to this Agreement and incorporated by reference. SUBRECIPIENT must also comply with all of the terms and conditions set forth in the FTA Master Grant Agreement currently in effect and any subsequent revisions, which are publicly available at transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements and incorporated into this Agreement by reference. SUBRECIPIENT agrees that failure to comply with all applicable requirements may result in the withholding of Grant funds to SUBRECIPIENT for that Grant.

6. Insurance.

SUBRECIPIENT acknowledges that it has adequate insurance to cover the project(s) provided within **Exhibit A** in the event of damage or complete loss.

7. 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) (hereinafter collectively referred to as “**Claims**”) arising out of bodily injury of any person (including death) or property damage, 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.

8. Notice.

Any notice, consent, or other communication (“**Notice**”) required or permitted under this Agreement shall be in writing and either delivered in person, sent by email, deposited in the United States mail (postage prepaid, registered or certified mail, and return receipt requested), or deposited with any commercial air courier or express service addressed as follows:

If intended for SUBRECIPIENT:

Robert Linton, Public Works Operations Manager
City of Buckeye
23454 W Highway MC 85
Buckeye, Arizona 85326
Telephone: (623) 349-6910
Email: rlinton@buckeyeaz.gov

If intended for PHOENIX:

Jesús E Sapien, Public Transit Director
City of Phoenix Public Transit Department
302 N. 1st Avenue, Suite 900
Phoenix, Arizona 85003
Telephone: (602) 495-0418
Email: jesus.sapien@phoenix.gov

with electronic copy to:

City of Phoenix Public Transit Department
Management Services Division, Grants Section
Email: ptdgrants@phoenix.gov

Notice shall be deemed received: (a) at the time it is personally served; (b) on the **day** it is sent by email; (c) on the **2nd business day** after its deposit with any commercial air courier or express service; or (d) on the **10th calendar day** after its deposit in the United States mail (postage prepaid, registered or certified mail, and return receipt requested). Any time period stated in a Notice shall be computed from the time the Notice is deemed received. Either PARTY may change its mailing address, email address, or the person to receive Notice by providing the other PARTY with a Notice of that change.

Notice sent by email shall 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 original Notice sent by email.

9. Effective Date.

This Agreement becomes effective on the Effective Date provided above.

10. Exhibits and Incorporation by Reference.

The following exhibits are attached to this Agreement and incorporated by reference:

Exhibit A Federal Grant Pass-Thru Agreement Detail Summary

Exhibit B	Federal Grant Reimbursement Form
Exhibit C	Required Reports
Exhibit D	Required Federal Provisions
Exhibit E	Partial List of Applicable Laws
Exhibit F	Required Local Provisions

The PARTIES executed this Agreement on the day and year first above written.

CITY OF PHOENIX

Ed Zuercher, City Manager

By _____
Jesús E. Sapien
Public Transit Director

ATTEST:

City Clerk - PHOENIX

APPROVED AS TO FORM:

Cris Meyer, City Attorney

Carolina Potts
Assistant Chief Counsel

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON MAY 19, 2021.

CITY OF BUCKEYE

By _____
Eric W. Orsborn
Mayor

ATTEST:

Lucinda J. Aja
City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt
City Attorney

APPROVED BY BUCKEYE CITY COUNCIL BY FORMAL ACTION ON OCTOBER 5, 2021.

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. § 11-952(D), each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and (2) that, 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.

Attorney for PHOENIX

Attorney for CITY OF BUCKEYE

EXHIBIT A-1

FEDERAL GRANT PASS THRU AGREEMENT

FAIN NUMBER: AZ-2021-049				
CFDA NUMBER: 20.507				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUBRECIPIENT'S NAME: CITY OF BUCKEYE				
GRANT SUBRECIPIENT'S ADDRESS: 23454 W Highway MC 85 Buckeye, Arizona 85326				
GRANT SUBRECIPIENT'S DUNS NUMBER: 085452928				
TOTAL ELIGIBLE PROJECT COST for federal grant purposes (TEPC):		\$2,500,000.00		
• Federal Share of TEPC:		\$2,000,000.00		
• Local Share/Match of TEPC:		\$500,000.00		
PROJECT(S) DESCRIPTION:				
ALI Code:	Project(s) Description:	Local:	Federal:	Total:
11.33.04	Construction: Park-and-Ride	\$500,000.00	\$2,000,000.00	\$2,500,000.00

EXHIBIT B

FTA Grant Expenditure Reimbursement Request Application

The information provided will be used by the City of Phoenix Public Transit Department ("PTD") to monitor SUBRECIPIENT expenditures for FTA-funded projects and disburse FTA funds for eligible costs. No further FTA funds may be disbursed unless this report is completed and submitted as required.

SUBRECIPIENT ORGANIZATION NAME AND ADDRESS	GRANT AGREEMENT NUMBER		REQUEST NO.
	REPORTING PERIOD (Dates)		
	FROM:	TO:	
	TOTAL	LOCAL MATCH	FTA SHARE
TOTAL ELIGIBLE PROJECT COSTS	\$ -	\$ -	\$ -
TOTAL PREVIOUS PAYMENTS	\$ -	\$ -	\$ -
CURRENT REIMBURSEMENT REQUESTED	\$ -	\$ -	\$ -
REMAINING FUNDING	\$ -	\$ -	\$ -

REQUIRED SIGNATURES

This document must be signed by the SUBRECIPIENT's Transit Manager and Chief Financial Officer or their designated representative(s).

CERTIFICATION

We certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures, have been incurred compliant with all applicable Federal laws and regulations, have not been previously requested, and have met all matching requirements. In addition, we understand that any discovery of a violation of a federal law or regulation, or any failure to follow applicable Federal directives, may result in withdrawal of federal participation.

SIGNATURE OF TRANSIT MANAGER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE
SIGNATURE OF CHIEF FINANCIAL OFFICER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of all documents submitted.
2. All project records, including financial records, must be maintained for **three years** beyond the later of vehicle/asset disposal or final close-out of the Grant with FTA.

For PTD use only

Date request received:	Approved for funds availability (signature/date)
------------------------	--

EXHIBIT C

Required Reports

SUBRECIPIENT agrees to submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report which shall be due 120 days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due January 31 for the previous calendar year.

REPORT	FREQUENCY	DESCRIPTION
DBE Reports	As required by PHOENIX	DBE participation, utilization, annual goal setting, progress, and information reports
Grant Status Report	Quarterly	Status of each project by grant number
NTD Report – Close Out Letter	Annually	Copy for information only
Fixed Assets Status Report	Annually	Inventory of all FTA funded assets
Single Audit Report	Annually	Copy of federally required audit
Title VI Annual Report	Annually	Subrecipient to provide all Title VI complaints and related information annually
Drug and Alcohol Reports	Annually	FTA drug and alcohol testing
Contract Change Orders Above \$100,000	Quarterly	Subrecipient to provide list of any federally funded contract change orders for any amount \$100,000 or greater
Claims/Settlements	Quarterly	Subrecipient to provide list of any federally funded projects with Claims/Settlements pending or closed within the quarter
Vehicle Record Inventory Form	Reimbursements with vehicles	Provide a vehicle record inventory form for each vehicle purchased with FTA funds
Capital Asset Purchase Form	Reimbursements with capital asset	Provide a capital asset purchase form for each capital asset purchased with FTA funds

Staff Time Documentation	Reimbursements with staff time	All reimbursements for staff time must include verification of all hours billed, including copies of all applicable timecards or other time reporting documentation
<u>5310 FTA Grants</u>		
Grant Performance Information	Annually or as required by FTA	Evaluation of Grant Accomplishments

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines. **All reports must be current before any FTA funds will be disbursed by PHOENIX.**

EXHIBIT D

Required Federal Provisions

1. SUBRECIPIENT shall permit the authorized representatives of PHOENIX, the United States Department of Transportation, and the Controller General of the United States to inspect and audit all data, books, records, and reports relating to this Agreement and SUBRECIPIENT's performance hereunder. PHOENIX's audit shall be at SUBRECIPIENT's sole cost and expense. All required records shall be maintained for a minimum of **three years** after the Grant has been formally closed. The obligations of SUBRECIPIENT under this provision survive the termination or expiration of this Agreement.
2. Both PARTIES warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and, further, that no member or delegate to Congress or City Council, or any employee of PHOENIX or SUBRECIPIENT, has any interest, financial or otherwise, in this Agreement.
3. SUBRECIPIENT shall fully comply with the Disadvantaged Business Enterprise ("**DBE**") Regulations of the U.S. Department of Transportation ("**USDOT**"), 49 CFR Part 26. SUBRECIPIENT shall abide by all stipulations, regulations, and procedures set forth in PHOENIX's FTA-approved DBE Program Plan. The Transit Civil Rights Officer of PHOENIX's Public Transit Department and representative(s) of PHOENIX's Equal Opportunity Department will meet annually with SUBRECIPIENT to cooperatively determine DBE participation for all FTA assisted projects.
4. In performing the services for which federal funding is provided under this Agreement, SUBRECIPIENT agrees to comply with all laws, rules, regulations, standards, orders, or directives (**hereinafter "Laws"**) applicable to: (a) this Agreement; (b) the services provided pursuant to this Agreement; and (c) PHOENIX, as the designated recipient of FTA funding. The Laws referred to above include federal, state, and local laws, and include those items set forth in **Exhibit D**.
5. The PARTIES acknowledge that federal funds are being used for the work, services, and operations provided under this Agreement. In that regard, PHOENIX, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration ("**FTA**") Master Grant Agreement. In order for SUBRECIPIENT to receive funding under this Agreement with PHOENIX, SUBRECIPIENT is required to similarly accept and comply with all such terms and conditions, and SUBRECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement and any subsequent revisions are publicly available at transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-

[agreements](#) and incorporated into this Agreement by reference. SUBRECIPIENT is solely responsible for complying with all the terms and conditions of the Master Grant Agreement and any subsequent revisions.

6. SUBRECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (“**IRCA**”) and agrees to comply with the IRCA in the performance of this Agreement.
7. SUBRECIPIENT shall fully comply with Equal Employment Opportunity (“**EEO**”) regulations of the U.S. Department of Transportation (“**USDOT**”) Urban Mass Transportation Administration (“**UMTA**”) Circular 4704.1. SUBRECIPIENT shall provide an EEO Program Plan when they employ **50 or more** transit-related employees and requests or receives: (a) planning assistance under Section 8 or 9 of the Urban Mass Transportation (“**UMT**”) Act (or any combination thereof) in excess of **\$250,000** in the previous federal fiscal year; or (b) capital or operating assistance under Section 3, 4(i), or 9 of the UMT Act, 23 U.S.C. 142 (a)(2), or 23 U.S.C. 103(e) (or any combination thereof) in excess of **\$1 million** in the previous federal fiscal year. SUBRECIPIENT shall fully comply with EEO regulations as they pertain to subcontractors. Any subcontractor with **50 or more** transit-related employees shall provide an EEO Program Plan.
8. Section 319 of Public Law 101-121 prohibits recipients of federal contracts from using appropriated funds for lobbying U.S. Federal Agencies or the United States Congress in connection with a specific covered federal action and requires all persons to disclose lobbying if they request or receive a covered federal action.

By signing this agreement, SUBRECIPIENT certifies that:

- A. SUBRECIPIENT shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that SUBRECIPIENT shall certify and disclose accordingly.
- B. No federally appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the: (1) award of any federal contract; (2) grant of any federal loan; (3) provision of any federal grant; (4) entrance into any cooperative agreement; and (5) extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

EXHIBIT D, Page 2

- C. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than **\$10,000** and not more than **\$100,000** for each such failure.

EXHIBIT E

Partial List of Applicable Laws

- A. Federal Codes. SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-4 (**hereinafter referred to as the “Act”**) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, “Non-Discrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964” (**hereinafter referred to as the “Regulations”**) and other pertinent directives to the end that—in accordance with the Act, Regulations, and other pertinent directives—no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUBRECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration. SUBRECIPIENT hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, SUBRECIPIENT hereby gives the following specific assurances with respect to the project(s):

1. SUBRECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with a project under 49 U.S.C. chapter 53 and, in adapted form, in all proposals for negotiated agreements:

CONTRACTOR, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, “Non-Discrimination in Federally-Assisted Programs of the Department of Transportation,” issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

2. If SUBRECIPIENT carries out a program of training under Section 5312 of Title 49, United States Code chapter 53, the assurance shall obligate SUBRECIPIENT to make selection of the trainee or fellow without regard to race, color, sex, or national origin.

3. Where SUBRECIPIENT receives federal financial assistance to carry out a program under Title 49, United States Code chapter 53, the assurance shall obligate SUBRECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex, or national origin.
 4. Where SUBRECIPIENT carries out a program under Title 49, United States Code chapter 53, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes, and location of routes may not be determined on the basis of race, color, sex, or national origin.
 5. This assurance obligates SUBRECIPIENT for the period during which federal financial assistance is extended to the project(s).
 6. SUBRECIPIENT shall provide for such methods of administration for the program as are found by PHOENIX to give reasonable guarantee that it, its contractors, subcontractors, transferees, successors-in-interest and other participants under such program will comply with all requirements imposed or pursuant to 49 U.S.C. chapter 53, the Regulations, and this assurance.
 7. SUBRECIPIENT agrees that PHOENIX has a right to seek judicial enforcement with regard to any matter arising under 49 U.S.C. chapter 53, the Regulations, and this assurance.
- B. Compliance with FTA Regulations. During the performance of this Agreement, SUBRECIPIENT, for itself, its assignees and successors in interest agrees as follows:
1. SUBRECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (“DOT”), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (**hereinafter referred to as the “Regulations”**), which are incorporated herein by this reference and made a part of this Agreement.
 2. With regard to the work performed by it during the Agreement, SUBRECIPIENT shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement and leases of equipment.
 3. In all solicitations, either by competitive bidding or negotiation, made by SUBRECIPIENT for work to be performed under a subcontract—including procurement of materials or leases of equipment—each potential

EXHIBIT E, Page 2

subcontractor or supplier shall be notified by SUBRECIPIENT of the subcontractor's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. SUBRECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by PHOENIX or FTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUBRECIPIENT shall so certify to PHOENIX or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. In the event of SUBRECIPIENT's noncompliance with the non-discrimination provisions of this Agreement, PHOENIX shall impose such contract sanctions as it or FTA may determine to be appropriate, including, but not limited to: (a) withholding of payments to SUBRECIPIENT under the grant award until SUBRECIPIENT complies; and (b) cancellation, termination, or suspension of this Agreement, in whole or in part.
6. SUBRECIPIENT hereby adopts the Title VI investigation and tracking procedure developed by PHOENIX. SUBRECIPIENT agrees that PHOENIX personnel shall conduct Title VI investigations. The determinations made by PHOENIX of Title VI complaints shall be binding upon SUBRECIPIENT. SUBRECIPIENT shall maintain a list of any active Title VI investigations conducted by any governmental entity, including PHOENIX, and shall maintain a Title VI complaint log of closed investigations for **three years**. SUBRECIPIENT shall provide information to the public concerning its Title VI obligations and apprise the public of protections offered by Title VI. The obligations of SUBRECIPIENT under this provision survive the termination or expiration of this Agreement.
7. SUBRECIPIENT shall include the FTA provisions included in paragraphs 1 through 5 of Section B in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. SUBRECIPIENT shall take such action with respect to any subcontract or procurement as PHOENIX or FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that, in the event SUBRECIPIENT becomes involved in, or is threatened by litigation with a subcontractor or supplier as a result of such direction, SUBRECIPIENT may request that

EXHIBIT E, Page 3

PHOENIX enter into such litigation to protect the interests of PHOENIX, and SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

8. SUBRECIPIENT specifically avows that, where applicable, it is and will provide fair and equitable labor protective arrangements, as reflected in 49 U.S.C. 5333(b), otherwise known as 13(c).
9. SUBRECIPIENT shall comply with the following Statutes and Regulations:
 - 18 U.S.C. 1001
 - Section 5301 of 49 U.S.C. chapter 53
 - Section 5309(i) of 49 U.S.C. chapter 53
 - Section 5310 of 49 U.S.C. chapter 53, which provides—among other thing—for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities.
 - Section 5323(d) of 49 U.S.C. chapter 53
 - Section 5323(f) of 49 U.S.C. chapter 53
 - Section 5326 of 49 U.S.C. chapter 53
 - Section 5329 of 49 U.S.C. chapter 53
 - Section 5332 of 49 U.S.C. chapter 53, which prohibits—among other things—discrimination on the basis of race, color, creed, national origin, sex, or age.
 - Section 5333 of 49 U.S.C. chapter 53 which requires compliance with applicable labor requirements.
 - Section 5337 of 49 U.S.C. chapter 53
 - Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, which prohibits—among other things—discrimination on the basis of race, color or national origin by recipients of federal financial assistance.
 - Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, which prohibits—among other things—discrimination in employment.
 - Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, which prohibits—among other things—discrimination on the basis of disability.
 - 49 CFR Part 600 et seq. regulations promulgated by FTA.
 - 49 CFR Parts 21, 23, 25, 26 and 27 regulations promulgated by the Department of Transportation governing Title VI, Minority Business Enterprise (Disadvantaged Business Enterprise/ Women's Business Enterprise), Relocation and Land Acquisition and Nondiscrimination on the basis of disability, respectively.
 - 46 CFR Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements.

EXHIBIT E, Page 4

- 36 CFR Part 800 regulations promulgated by the Advisory Council on Historic Preservation.
- 31 CFR part 205 regulations promulgated by the Department of the Treasury governing letter of credit.
- 40 CFR Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements.
- 29 CFR Parts 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections.

C. Drug and Alcohol Testing. SUBRECIPIENT shall have in place, maintain, and implement a plan and a program for compliance with U.S. DOT Drug and Alcohol Regulations, as specified in 49 CFR 40, 49 CFR 653 and 49 CFR 654. That plan and program shall be modified to incorporate and comply with such other regulations as were adopted in the USDOT and published in the Federal Register as of February 14, 1994 and any subsequent changes thereto.

EXHIBIT F

Required Local Provisions

1. Assignability; Successors and Assigns. This Agreement and any rights or obligations hereunder shall not be transferred or assigned, in whole or in part, by SUBRECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.
2. Employment and Organization Disclaimer. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the PARTIES, and the rights and the obligations of the PARTIES shall be only those expressly set forth herein. Neither PARTY (nor any employee of either PARTY) is the agent of the other PARTY or otherwise authorized to act on behalf of the other PARTY for any purpose. SUBRECIPIENT shall be liable to PHOENIX for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.
3. Entire Agreement; Modification (No Oral Modification). This Agreement and any Exhibits, Attachments, or Schedules attached hereto constitute the full and complete understanding and agreement of the PARTIES. This Agreement supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms, may not be modified or changed except in writing signed by both PARTIES.
4. Invalidity of Any Provisions. This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof. This Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.
5. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the PARTIES arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.
6. Inspection and Audit. The provisions of A.R.S. Section 35-214 shall apply to this Agreement. PHOENIX shall perform the inspection and audit function specified therein.

7. Compliance with Laws and Permits. SUBRECIPIENT shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. Further, SUBRECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement.
8. Non-waiver. Should PHOENIX fail or delay in exercising or enforcing any right, power, privilege or remedy under this Agreement such failure or delay shall not be deemed a waiver, release or modification of the requirements of this Agreement or of any of the terms or provisions thereof.
9. Labor Protective Provisions. SUBRECIPIENT shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) of Title 49 U.S. Code (formerly Section 13(c) of the Federal Transit Act of 1964, 49 U.S.C. 1609) and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees.
10. Contract Cancellation. The PARTIES acknowledge that this Agreement is subject to cancellation by PHOENIX, or cancellation by SUBRECIPIENT if it is a government entity, pursuant to the provisions of ARIZ. REV. STAT. Section 38-511.
11. Legal Worker Requirements. PHOENIX is prohibited by A.R.S. Section 41-4401 from awarding a contract (agreement) to any SUBRECIPIENT who fails, or whose contractors fail, to comply with A.R.S. Section 23-214(A). Therefore, SUBRECIPIENT agrees that:
 - A. SUBRECIPIENT and each contractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A).
 - B. A breach of warranty under paragraph A will be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.
 - C. PHOENIX retains the legal right to inspect the papers of SUBRECIPIENT or any contractor employee who works on the Agreement to ensure that the SUBRECIPIENT or any contractor is complying with the warranty under paragraph A.

EXHIBIT F, Page 2

RESOLUTION NO. 71-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING A GRANT PASS-THRU AGREEMENT BETWEEN THE CITY OF BUCKEYE AND THE CITY OF PHOENIX, RELATING TO FEDERAL TRANSIT ADMINISTRATION GRANT FUNDS FOR EXPANSION OF THE EAST BUCKEYE PARK AND RIDE; AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY.

WHEREAS, the City of Buckeye (the “City”) wishes to improve and expand the East Buckeye Park and Ride, an unmanned public transit facility on the southwest corner of Jackrabbit Trail and Palm Lane, which currently includes 260 parking spaces and could be expanded to include approximately 221 more; and

WHEREAS, the City has secured grant funding for this purpose from the Federal Transit Administration (“FTA”), to be administered by the City of Phoenix Public Transit Department. This grant funding has been awarded in the amount of up to \$2,000,000, conditioned upon a match of \$500,000 from local funds; and

WHEREAS, the City desires to enter into an Intergovernmental Agreement with the City of Phoenix, by which the City of Phoenix will pass-thru federal grant funds in order to reimburse the City for expenditures made on the East Buckeye Park and Ride expansion project, subject to the terms and conditions of the agreement and of the FTA award (AZ-2021-049).

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 Grant Pass-Thru Agreement Between the City of Phoenix and the City of Buckeye relating to funds from FTA Award AZ-2021-049 (the "Agreement") is hereby approved in substantially the form and substance on file with the City Clerk and which is incorporated herein by reference.

Section 3. The Mayor, 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 Grant Pass-Thru Agreement authorized in Section 2 of this Resolution, 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 5th day of October, 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: 10/05/21	AGENDA ITEM: 6.K. Resolution No. 72-21 Algodon Expansion to 2006-SLID-017
DATE PREPARED: 09/30/21	DISTRICT NO.: 1,3
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. 72-21 enlarging City of Buckeye Street Lighting Improvement District No. 2006-SLID-017; ordering recording and filing of this Resolution.

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:

Both SLIDS and 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 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 HURF fund. In preparation for the expansion of this development, 2006-SLID-017 will be expanded to provide energy for the new street lights within the expanded portion of this District.

BENEFITS:

SLIDs ensure that only the owners that benefit from the lighting in their community pay for that service. Having the costs of street and public park lighting within the District borne by the owners in a development ensures that the revenue needed to fund these costs is always in place.

FUTURE ACTION:

A budget and further Council action will take place at the beginning of the fiscal year 2022-23 to implement the new area of this SLID.

FINANCIAL IMPACT STATEMENT:

N/A

CURRENT FISCAL YEAR TOTAL COST:

N/A

BUDGETED:

Yes

FISCAL YEAR:

2022-23

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

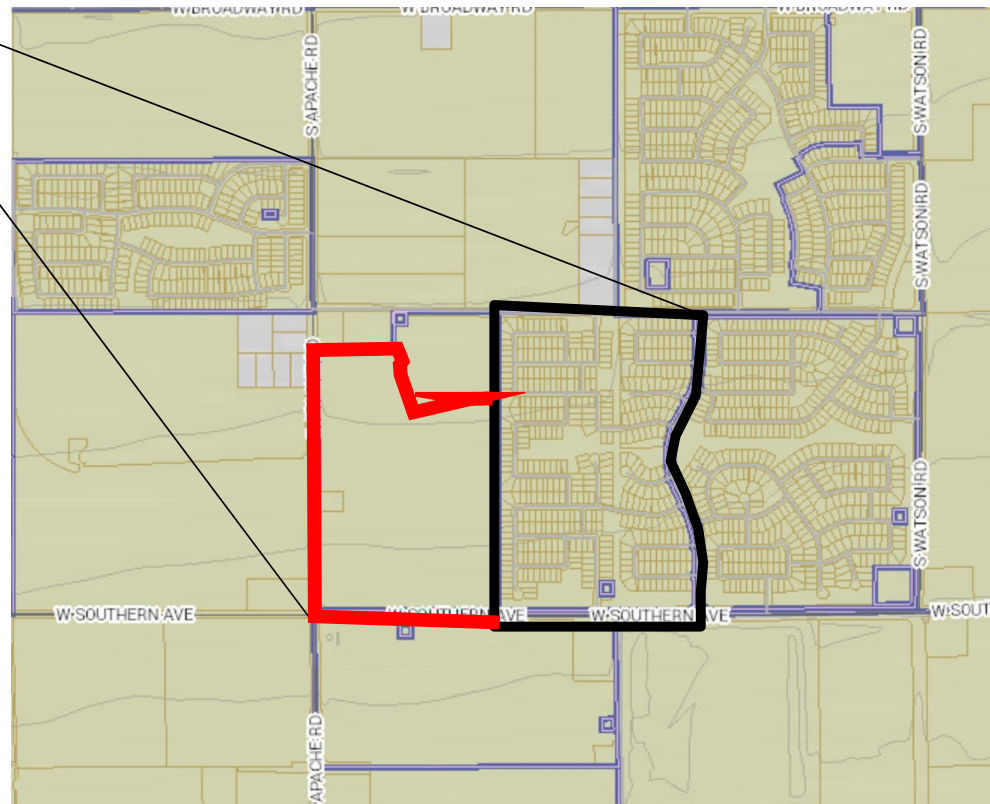
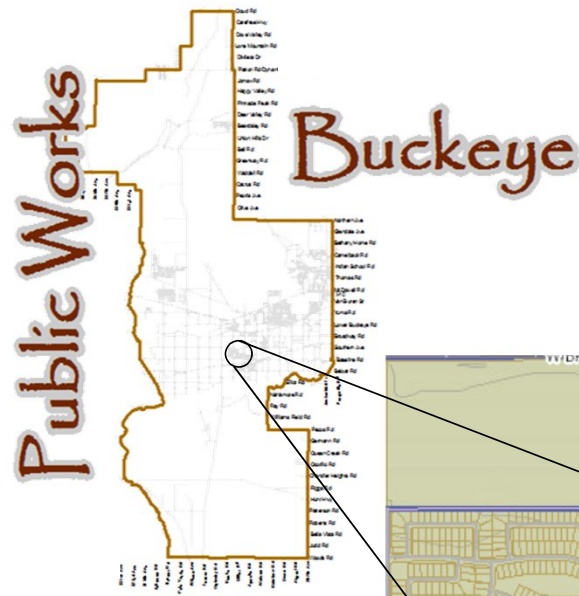
ATTACHMENTS:

[2006- SLID-17 Expansion Map.pptx](#)

[PET - 2006-SLID-017 - Algodon - Petitioner executed version.pdf](#)

[RES 72-21 - 2006-SLID-017 - Resolution Enlarging Riata West Unit 1.pdf](#)

Algodon Community Expansion to Riata West SLID



When Recorded, Return to:

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

**PETITION, WAIVER AND CONSENT TO INCLUSION OF
 ADDITIONAL LAND WITHIN AN EXISTING STREET LIGHTING
 IMPROVEMENT DISTRICT BY THE CITY OF BUCKEYE**

**ALGODON, RIATA WEST UNIT 1
ANNEXATION TO 2006-SLID-17**

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 property owner (the "*Petitioner*") respectfully petitions the City Council of the City of Buckeye, Arizona ("*City Council*") to order the enlargement of the existing City of Buckeye Street Lighting Improvement District No. 2006-SLID-17 (the "*District*") under the Improvement District Law. In support of this Petition, Waiver and Consent to Inclusion of Additional Land within an Existing Street Lighting Improvement District by the City of Buckeye (this "*Petition*"), the Petitioner agrees to waive certain rights under the Improvement District Law and hereby consents to the annexation and inclusion of the land shown on Exhibits A, B, and C to be annexed into the District.

1. Area to be Added to District. The property comprising the proposed additions to the existing 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, attached hereto and incorporated herein by this reference. The proposed addition consists of an aggregate of 76.142 acres which are entirely within the corporate boundaries of the City of Buckeye, Arizona (the "*City*"). The Petitioner respectfully requests that the land shown on Exhibits A, B and C be annexed into and become included within the District. The Assessor's parcel numbers set forth in Exhibit B are for convenience only. Should either the legal description or Assessor's parcel numbers set forth in Exhibit B conflict with Exhibit C, Exhibit C shall govern.

2. Authority. The Petitioner is the sole owner of all non-public real property within the area proposed to be annexed to the District.

3. Purpose. The District was formed solely for the purchase of energy for lighting the streets and public parks within and adjacent to the District.

4. Public Convenience and Necessity. The necessity for the enlargement of the District is the purchase of energy for lighting the streets and public parks within the proposed

enlarged District by the levying of an annual ad valorem tax or by an equal apportionment of taxes upon all of the non-public real property of the District as provided in A.R.S. § 48-616(C).

5. Payment of Costs by Petitioner. The Petitioner agrees to pay the costs and expenses of operation, repair and energy for street lighting within and surrounding the proposed addition to the District that operate prior to July 1, 2022, because the District will not be able to levy taxes for such expenses of the area added to the District prior to the City's fiscal year 2022/2023. Tax collections of taxes levied on the addition to be annexed to the District will not be posted to the City until on or about July 1, 2022 and the City does not expect to receive taxes from the property described in Exhibits A, B, and C before November 1, 2022.

6. Reimbursement. The Petitioner agrees to reimburse the City for all reasonable legal and engineering fees and costs incurred by the City with respect to the enlargement of the District.

7. Expansion of or Annexation to the District. The Petitioner waives any objections to, or protest against, future enlargement or enlargements of the District and also waives 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 Petitioner further waives any objection to, or protest against, the consolidation of the District with any other similar district or districts.

8. Waiver and Consent. The Petitioner, with full knowledge of its rights being waived hereunder, hereby expressly waives:

- a) The right to challenge or object to any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings that resulted in or will result in the adoption of the Resolution(s) of Intention, the Resolution Forming the District, and the Resolution(s) Enlarging the District, or any Notices pertaining thereto;
- b) Any necessity for publication, posting, or mailing of the Resolution(s) Enlarging the District, Notices of Proposed Improvements, or Notices described in A.R.S. §§ 48-574(J) and 48-616(M);
- c) All protest rights whatsoever under A.R.S. §§ 48-579(A)-(B) and 48-616(M), which provide for protests against the work or objections to the extent of the enlargement of the District; and
- d) Any necessity for any notice or hearing with respect to land owned by the Petitioner now within the District or within the property comprising the proposed additions to the District.

9. Fees. The Petitioner has paid, or will pay, any and all District application fees.

10. Equal Apportionment. The Petitioner hereby petitions the City Council to equally apportion the District's annual taxes based on the number and classifications of properties within the proposed enlarged District pursuant to A.R.S. § 48-616(J).

11. Waiver. This Petition shall also 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 proposed addition to 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.

12. Public Benefit. The purchase of energy to operate street lighting improvements within the area to be annexed is of more than local or ordinary public benefit.

13. Successors and Assigns. To the extent permitted by law, this Petition shall be binding on all successors or assigns of the Petitioner who hereafter own or have an interest in the property described in Exhibits A, B, and C attached hereto.

14. 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.

PROPERTY: See attached Exhibits A, B, and C

[Remainder of Page Intentionally Left Blank]

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned representative of the Petitioner has executed this Petition as of the 22nd day of September, 2021.

41 via video conference MDAI COTTON MEADOWS, LLC,
an Arizona limited liability company

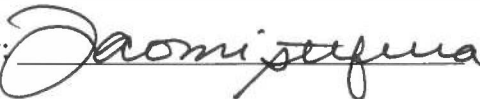
By: Melcor Developments Arizona Inc.
an Arizona corporation,
Its: Sole member

By: 

Name: Darin Rayburn

Title: President

Date: SEP 22 2021, 2021

By: 

Name: Naomi Stefura

Title: Secretary - Treasurer

Date: SEP 22 2021, 2021

PROVINCE OF ALBERTA)
) ss.
CITY OF EDMONTON)

The foregoing instrument was acknowledged before me this 22 day of September 2021, by Melcor Developments, the Agent in Charge of MELCOR DEVELOPMENTS ARIZONA INC., an Arizona corporation the sole member of MDAI Cotton Meadows, LLC, an Arizona limited liability company.

Witness my hand and official seal.


Notary Public

Megan B. Harris
Barrister & Solicitor

My Commission Expires: _____

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

IN WITNESS WHEREOF, the undersigned representative of the Petitioner has executed this Petition as of the 22nd day of September, 2021.

MDAI COTTON MEADOWS, LLC,
an Arizona limited liability company

By: Melcor Developments Arizona Inc.,
an Arizona corporation,
Its: Sole member

By: 

Name: Darin Rayburn

Title: President

Date: SEP 22 2021, 2021

By: Taoni Tafua

Name: Naomi Stefura

Title: Secretary - Treasurer

Date: SEP 22 2021, 2021

PROVINCE OF ALBERTA)
) ss.
CITY OF EDMONTON)

The foregoing instrument was acknowledged before me this 02 day of September 2021, by Negan Hems, the Agent + Owner of MELCOR DEVELOPMENTS ARIZONA INC., an Arizona corporation, the sole member of MDAI Cotton Meadows, LLC, an Arizona limited liability company.

Witness my hand and official seal.

Notary Public

Megan B. Harris
Barrister & Solicitor

My Commission Expires: _____

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

EXHIBIT A
LEGAL DESCRIPTION FOR CITY OF BUCKEYE
STREET LIGHTING IMPROVEMENT DISTRICT
NO. 2006-SLID-017
AMENDED TO INCLUDE ANNEXED AREA, ALGODON

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3-INCH BRASS CAP IN HANDHOLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 28, FROM WHICH A 3-INCH BRASS CAP IN HANDHOLE MARKING THE WEST QUARTER CORNER OF SAID SECTION 28 BEARS NORTH 00 DEGREES 10 MINUTES 15 SECONDS EAST 2,642.17 FEET;
 THENCE NORTH 00 DEGREES 10 MINUTES 15 SECONDS EAST 2,311.75 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER;
 THENCE SOUTH 89 DEGREES 49 MINUTES 45 SECONDS EAST 65.00 FEET;
 THENCE SOUTH 89 DEGREES 27 MINUTES 57 SECONDS EAST 635.01 FEET;
 THENCE NORTH 00 DEGREES 10 MINUTES 15 SECONDS EAST 30.00 FEET;
 THENCE SOUTH 89 DEGREES 51 MINUTES 56 SECONDS EAST 30.04 FEET;
 THENCE SOUTH 00 DEGREES 14 MINUTES 01 SECONDS WEST 27.15 FEET;
 THENCE SOUTH 10 DEGREES 47 MINUTES 14 SECONDS EAST 103.78 FEET;
 THENCE SOUTH 36 DEGREES 44 MINUTES 01 SECONDS WEST 41.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 04 DEGREES 19 MINUTES 04 SECONDS WEST 30.01 FEET;
 THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 39 MINUTES 37 SECONDS AN ARC LENGTH OF 30.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 02 DEGREES 40 MINUTES 22 SECONDS EAST 27.11 FEET;
 THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28 DEGREES 32 MINUTES 17 SECONDS AN ARC LENGTH OF 27.39 FEET;
 THENCE SOUTH 17 DEGREES 01 MINUTES 47 SECONDS EAST 378.65 FEET;
 THENCE NORTH 76 DEGREES 50 MINUTES 31 SECONDS EAST 473.03 FEET;
 THENCE SOUTH 89 DEGREES 28 MINUTES 32 SECONDS EAST 311.70 FEET;
 THENCE NORTH 00 DEGREES 21 MINUTES 14 SECONDS EAST, A DISTANCE OF 768.40 FEET;
 THENCE SOUTH 89 DEGREES 28 MINUTES 47 SECONDS EAST, A DISTANCE OF 1033.25 FEET;



DATE: 7/29/2021

SHEET 1 OF 6

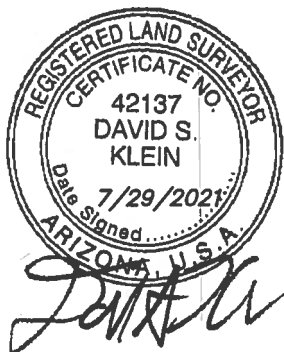
2122 W. Lone Cactus Dr.
 Ste. 11, Phoenix, AZ 85027
 623-869-0223 (office)
 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

JOB NO.: 202010069

EXHIBIT A
LEGAL DESCRIPTION FOR CITY OF BUCKEYE
STREET LIGHTING IMPROVEMENT DISTRICT
NO. 2006-SLID-017
AMENDED TO INCLUDE ANNEXED AREA, ALGODON

(LEGAL DESCRIPTION CONTINUED):

THENCE SOUTH 00 DEGREES 21 MINUTES 14 SECONDS WEST, A DISTANCE OF 25.00 FEET;
 THENCE SOUTH 89 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 2441.23 FEET;
 THENCE SOUTH 00 DEGREES 59 MINUTES 31 SECONDS WEST, A DISTANCE OF 10.00 FEET;
 THENCE NORTH 89 DEGREES 29 MINUTES 09 SECONDS WEST, A DISTANCE OF 1771.88 FEET;
 THENCE SOUTH 44 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 28.28 FEET;
 THENCE SOUTH 00 DEGREES 30 MINUTES 51 SECONDS WEST, A DISTANCE OF 90.00 FEET;
 THENCE SOUTH 45 DEGREES 30 MINUTES 51 SECONDS WEST, A DISTANCE OF 21.21 FEET;
 THENCE SOUTH 00 DEGREES 30 MINUTES 51 SECONDS WEST, A DISTANCE OF 40.00 FEET;
 THENCE SOUTH 44 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 21.21 FEET;
 THENCE SOUTH 00 DEGREES 30 MINUTES 51 SECONDS WEST, A DISTANCE OF 190.00 FEET;
 THENCE SOUTH 45 DEGREES 30 MINUTES 51 SECONDS WEST, A DISTANCE OF 21.21 FEET;
 THENCE SOUTH 00 DEGREES 30 MINUTES 51 SECONDS WEST, A DISTANCE OF 20.00 FEET;
 THENCE NORTH 89 DEGREES 29 MINUTES 09 SECONDS WEST, A DISTANCE OF 0.03 FEET;
 THENCE SOUTH 00 DEGREES 30 MINUTES 51 SECONDS WEST, A DISTANCE OF 20.00 FEET;
 THENCE SOUTH 43 DEGREES 51 MINUTES 45 SECONDS EAST, A DISTANCE OF 20.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS NORTH 87 DEGREES 32 MINUTES 25 SECONDS WEST, A DISTANCE OF 615.00 FEET;



SHEET 2 OF 6

 SUPERIOR SURVEYING SERVICES, INC.	2122 W. Lone Cactus Dr. Ste. 11, Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) www.superiorsurveying.com info@superiorsurveying.com
DATE: 7/29/2021	JOB NO.: 202010069

EXHIBIT A
LEGAL DESCRIPTION FOR CITY OF BUCKEYE
STREET LIGHTING IMPROVEMENT DISTRICT
NO. 2006-SLID-017
AMENDED TO INCLUDE ANNEXED AREA, ALGODON

(LEGAL DESCRIPTION CONTINUED):

THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 25 DEGREES 27 MINUTES 06 SECONDS, AN ARC DISTANCE OF 273.19 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 73 DEGREES 58 MINUTES 45 SECONDS WEST, A DISTANCE OF 21.08 FEET;

THENCE SOUTH 29 DEGREES 20 MINUTES 53 SECONDS WEST, A DISTANCE OF 40.00 FEET;

THENCE SOUTH 15 DEGREES 39 MINUTES 07 SECONDS EAST, A DISTANCE OF 21.21 FEET;

THENCE SOUTH 29 DEGREES 20 MINUTES 53 SECONDS WEST, A DISTANCE OF 139.16 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 60 DEGREES 39 MINUTES 07 SECONDS EAST, A DISTANCE OF 685.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 04 DEGREES 15 MINUTES 45 SECONDS, AN ARC DISTANCE OF 50.96 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 71 DEGREES 26 MINUTES 38 SECONDS WEST, A DISTANCE OF 20.47 FEET;

THENCE SOUTH 26 DEGREES 50 MINUTES 17 SECONDS WEST, A DISTANCE OF 20.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS POINT BEARS SOUTH 26 DEGREES 50 MINUTES 17 SECONDS WEST, A DISTANCE OF 250.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00 DEGREES 49 MINUTES 42 SECONDS, AN ARC DISTANCE OF 3.61 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 27 DEGREES 39 MINUTES 59 SECONDS WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 20 DEGREES 19 MINUTES 22 SECONDS EAST, A DISTANCE OF 22.93 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS SOUTH 70 DEGREES 48 MINUTES 28 SECONDS EAST, A DISTANCE OF 685.00 FEET;



SHEET 3 OF 6



2122 W. Lone Cactus Dr.
 Ste. 11, Phoenix, AZ 85027
 623-869-0223 (office)
 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 7/29/2021

JOB NO.: 202010069

EXHIBIT A
LEGAL DESCRIPTION FOR CITY OF BUCKEYE
STREET LIGHTING IMPROVEMENT DISTRICT
NO. 2006-SLID-017
AMENDED TO INCLUDE ANNEXED AREA, ALGODON

(LEGAL DESCRIPTION CONTINUED):

THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 32 DEGREES 42 MINUTES 22 SECONDS, AN ARC DISTANCE OF 391.02 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 25 DEGREES 24 MINUTES 46 SECONDS WEST, A DISTANCE OF 23.13 FEET;

THENCE SOUTH 25 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 64 DEGREES 58 MINUTES 00 SECONDS WEST, A DISTANCE OF 6.03 FEET;

THENCE SOUTH 25 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 66 DEGREES 54 MINUTES 24 SECONDS EAST, A DISTANCE OF 20.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS NORTH 70 DEGREES 35 MINUTES 34 SECONDS EAST, A DISTANCE OF 685.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 5 DEGREES 37 MINUTES 34 SECONDS, AN ARC DISTANCE OF 67.26 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 25 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 122.93 FEET;

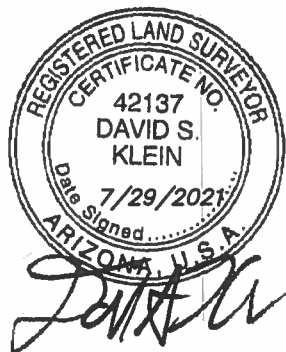
THENCE SOUTH 19 DEGREES 58 MINUTES 00 SECONDS WEST, A DISTANCE OF 21.21 FEET;

THENCE SOUTH 25 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 40.00 FEET;

THENCE SOUTH 70 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 21.21 FEET;

THENCE SOUTH 25 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 82.01 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS SOUTH 64 DEGREES 58 MINUTES 00 SECONDS WEST, A DISTANCE OF 665.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18 DEGREES 44 MINUTES 41 SECONDS, AN ARC DISTANCE OF 217.56 FEET TO A POINT OF TANGENCY;



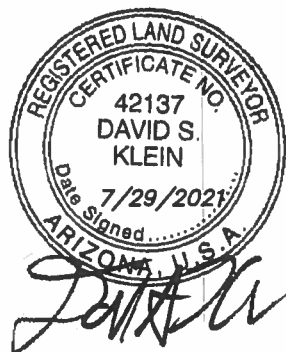
SHEET 4 OF 6

	2122 W. Lone Cactus Dr. Ste. 11, Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) www.superiorsurveying.com info@superiorsurveying.com
DATE: 7/29/2021	JOB NO.: 202010069

EXHIBIT A
LEGAL DESCRIPTION FOR CITY OF BUCKEYE
STREET LIGHTING IMPROVEMENT DISTRICT
NO. 2006-SLID-017
AMENDED TO INCLUDE ANNEXED AREA, ALGODON

(LEGAL DESCRIPTION CONTINUED):

THENCE SOUTH 42 DEGREES 03 MINUTES 19 SECONDS WEST, A DISTANCE OF 20.19 FEET;
 THENCE SOUTH 00 DEGREES 14 MINUTES 48 SECONDS EAST, A DISTANCE OF 20.00 FEET;
 THENCE NORTH 89 DEGREES 45 MINUTES 12 SECONDS EAST, A DISTANCE OF 2.28 FEET;
 THENCE SOUTH 00 DEGREES 14 MINUTES 48 SECONDS EAST, A DISTANCE OF 20.00 FEET;
 THENCE SOUTH 45 DEGREES 14 MINUTES 48 SECONDS EAST, A DISTANCE OF 21.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS SOUTH 89 DEGREES 44 MINUTES 53 SECONDS WEST, A DISTANCE OF 665.00 FEET;
 THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00 DEGREES 00 MINUTES 19 SECONDS, AN ARC DISTANCE OF 0.06 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH 00 DEGREES 14 MINUTES 48 SECONDS EAST, A DISTANCE OF 189.94 FEET;
 THENCE SOUTH 44 DEGREES 45 MINUTES 12 SECONDS WEST, A DISTANCE OF 21.21 FEET;
 THENCE SOUTH 00 DEGREES 14 MINUTES 48 SECONDS EAST, A DISTANCE OF 40.00 FEET;
 THENCE SOUTH 45 DEGREES 14 MINUTES 48 SECONDS EAST, A DISTANCE OF 21.21 FEET;
 THENCE SOUTH 00 DEGREES 14 MINUTES 48 SECONDS EAST, A DISTANCE OF 210.00 FEET;
 THENCE SOUTH 44 DEGREES 45 MINUTES 12 SECONDS WEST, A DISTANCE OF 28.28 FEET;
 THENCE NORTH 89 DEGREES 45 MINUTES 12 SECONDS EAST, A DISTANCE OF 110.00 FEET;
 THENCE SOUTH 00 DEGREES 14 MINUTES 48 SECONDS EAST, A DISTANCE OF 25.00 FEET;
 THENCE SOUTH 89 DEGREES 45 MINUTES 12 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 40.0 FEET NORTHERLY OF THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 775.07 FEET;



SHEET 5 OF 6

 SUPERIOR SURVEYING SERVICES, INC.	2122 W. Lone Cactus Dr. Ste. 11, Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) www.superiorsurveying.com info@superiorsurveying.com
DATE: 7/29/2021	JOB NO.: 202010069

**EXHIBIT A
LEGAL DESCRIPTION FOR CITY OF BUCKEYE
STREET LIGHTING IMPROVEMENT DISTRICT
NO. 2006-SLID-017
AMENDED TO INCLUDE ANNEXED AREA, ALGODON**

(LEGAL DESCRIPTION CONTINUED):

THENCE NORTH 89 DEGREES 36 MINUTES 39 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 40.0 FOOT NORTHERLY OF THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 1033.05 FEET;
THENCE SOUTH 00 DEGREES 23 MINUTES 44 SECONDS WEST 40.00 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER;
THENCE NORTH 89 DEGREES 36 MINUTES 16 SECONDS WEST 1,606.60 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

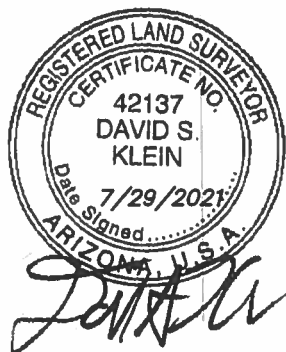
WELL SITE EXCEPTION:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 28, MONUMENTED BY A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN CONCRETE, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 28, MONUMENTED BY A 1/2-INCH REBAR IN A POTHOLE BEARS AS A BASIS OF BEARINGS NORTH 89 DEGREES 45 MINUTES 12 SECONDS EAST, A DISTANCE OF 2641.71 FEET;

THENCE NORTH 00 DEGREES 21 MINUTES 14 SECONDS EAST, ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 180.73 FEET;
THENCE NORTH 89 DEGREES 38 MINUTES 46 SECONDS WEST, A DISTANCE OF 30.16 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89 DEGREES 36 MINUTES 39 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 180.71 FEET NORTHERLY OF THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 100.00 FEET;
THENCE NORTH 00 DEGREES 23 MINUTES 21 SECONDS EAST, A DISTANCE OF 100.00 FEET;
THENCE SOUTH 89 DEGREES 36 MINUTES 39 SECONDS EAST, ALONG A LINE PARALLEL WITH AND 280.71 FEET NORTHERLY OF THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 100.00 FEET;
THENCE SOUTH 00 DEGREES 23 MINUTES 21 SECONDS WEST, A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING.

COMPRISING 173.361 ACRES OR 7,551,618 SQUARE FEET MORE OR LESS, SUBJECT TO ALL EASEMENTS OF RECORD.

ANNEXED AREA – ALGODON (76.142 ACRES OR 3,316,746 SQUARE FEET)



DATE: 7/29/2021

SHEET 6 OF 6

2122 W. Lone Cactus Dr.
Ste. 11, Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

JOB NO.: 202010069

EXHIBIT B
ASSESSOR PARCEL NUMBERS FOR CITY OF BUCKEYE
STREET LIGHTING IMPROVEMENT DISTRICT
NO. 2006-SLID-017
AMENDED TO INCLUDE ANNEXED AREA, ALGODON

ASSESSOR PARCEL NUMBER	OWNER
504-41-716	MDAI COTTON MEADOWS, LLC
504-41-717	MDAI COTTON MEADOWS, LLC




SUPERIOR
 SURVEYING SERVICES, INC.

2122 W. Lone Cactus Dr.
 Ste. 11, Phoenix, AZ 85027
 623-869-0223 (office)
 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

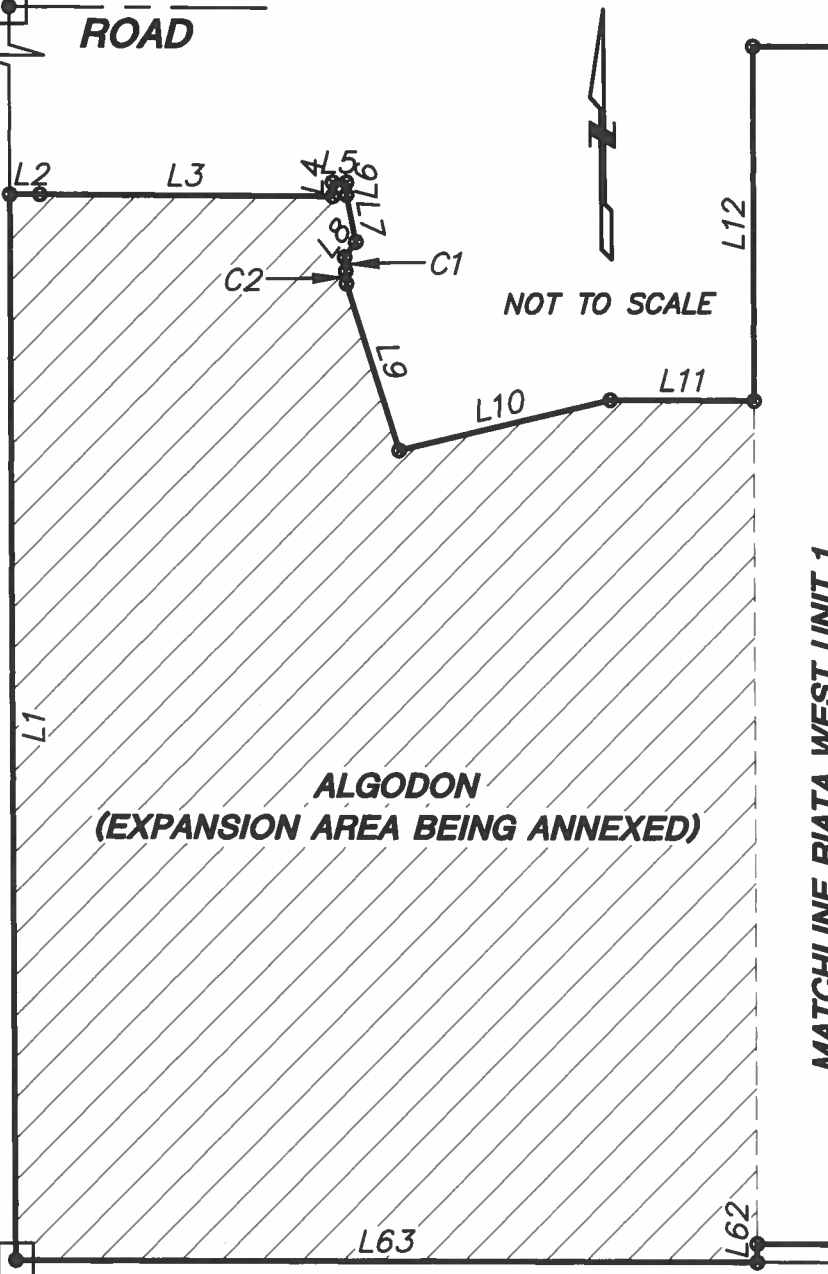
DATE: 7/29/2021

JOB NO.: 202010069

WEST 1/4 CORNER SECTION 28, T-1N, R-3W
FOUND 3" BRASS CAP IN HANDHOLE

**ROESER
ROAD**

APACHE ROAD



**ALGODON
(EXPANSION AREA BEING ANNEXED)**

MATCHLINE RIATA WEST UNIT 1

SOUTHERN AVENUE

SOUTHWEST CORNER SECTION 28, T-1N, R-3W
FOUND 3" BRASS CAP IN HANDHOLE

EXHIBIT C
BOUNDARY MAP FOR CITY OF BUCKEYE
STREET LIGHTING IMPROVEMENT DISTRICT
NO. 2006-SLID-017
AMENDED TO INCLUDE ANNEXED AREA, ALGODON



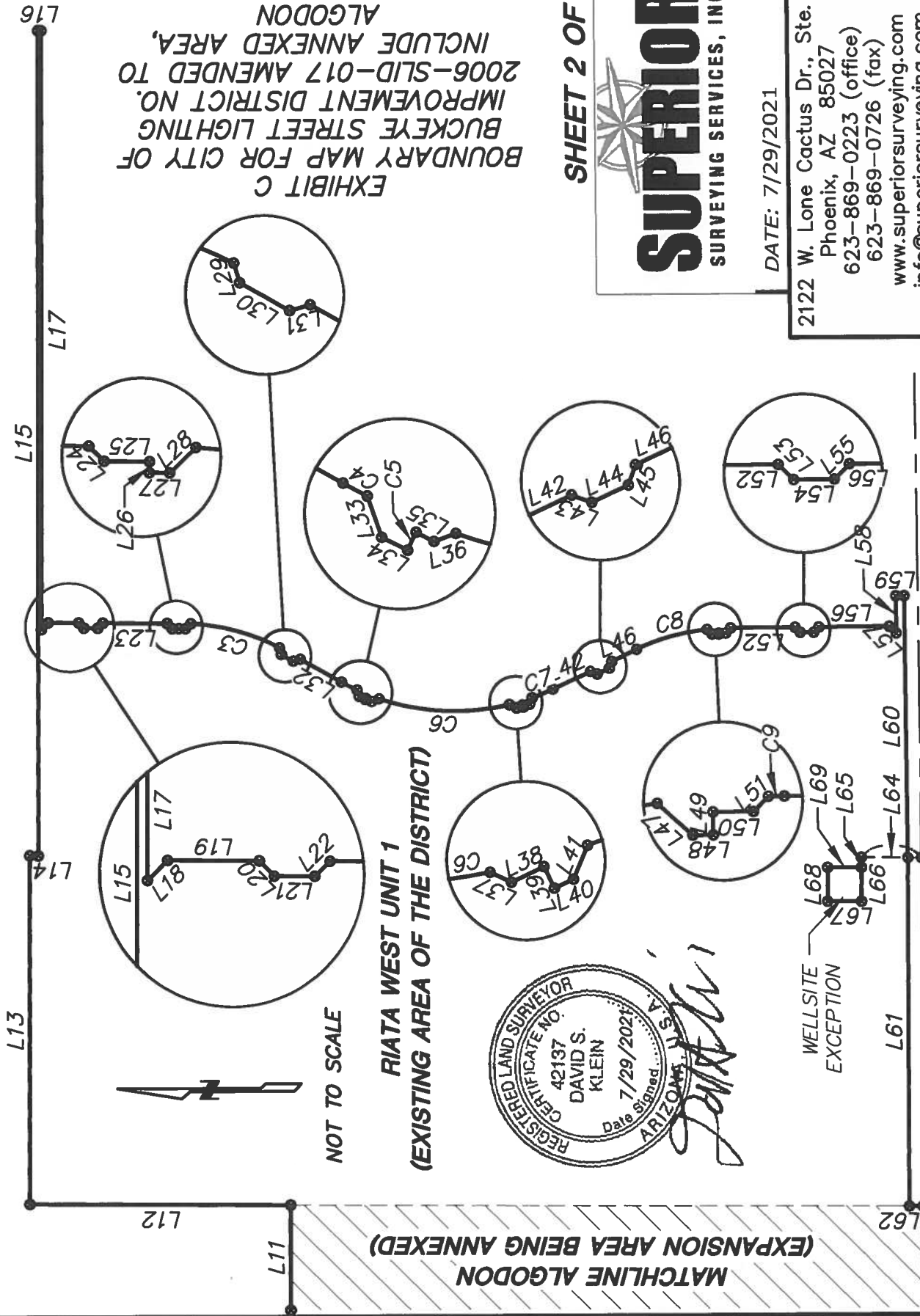
SUPERIOR
SURVEYING SERVICES, INC.

2122 W. Lone Cactus Dr.
Ste. 11, Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 7/29/2021

JOB NO.: 202010069

SHEET 1 OF 4



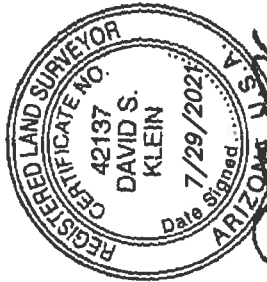
**MATCHLINE ALGODON
(EXPANSION AREA BEING ANNEXED)**

NOT TO SCALE

**RIATA WEST UNIT 1
(EXISTING AREA OF THE DISTRICT)**



**EXHIBIT C
BOUNDARY MAP FOR CITY OF
BUCKEYE STREET LIGHTING
IMPROVEMENT DISTRICT NO.
2006-SLID-017 AMENDED TO
INCLUDE ANNEXED AREA,
ALGODON**



WELLSITE
EXCEPTION

**SOUTH 1/4 CORNER
SECTION 28, T-1N, R-3W**

SOUTHERN AVENUE

SHEET 2 OF 4

SUPERIOR
SURVEYING SERVICES, INC.

DATE: 7/29/2021

2122 W. Lone Cactus Dr., Ste. 11
Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

JOB NO.: 202010069

LINE TABLE		
LINE	BEARINGS	LENGTH
L1	N 00°10'15" E	2311.75'
L2	S 89°49'45" E	65.00'
L3	S 89°27'57" E	635.01'
L4	N 00°10'15" E	30.00'
L5	S 89°51'56" E	30.04'
L6	S 00°14'01" W	27.15'
L7	S 10°47'14" E	103.78'
L8	S 36°44'01" W	41.58'
L9	S 17°01'47" E	378.65'
L10	N 76°50'31" E	473.03'
L11	S 89°28'32" E	311.70'
L12	N 00°21'14" E	768.40'
L13	S 89°28'47" E	1033.25'
L14	S 00°21'14" W	25.00'
L15	S 89°29'09" E	2441.23'
L16	S 00°59'31" W	10.00'
L17	N 89°29'09" W	1771.88'
L18	S 44°29'09" E	28.28'
L19	S 00°30'51" W	90.00'
L20	S 45°30'51" W	21.21'
L21	S 00°30'51" W	40.00'
L22	S 44°29'09" E	21.21'
L23	S 00°30'51" W	190.00'
L24	S 45°30'51" W	21.21'
L25	S 00°30'51" W	20.00'
L26	N 89°29'09" W	0.03'
L27	S 00°30'51" W	20.00'
L28	S 43°51'45" E	20.98'
L29	S 73°58'45" W	21.08'
L30	S 29°20'53" W	40.00'
L31	S 15°39'07" E	21.21'
L32	S 29°20'53" W	139.16'
L33	S 71°26'38" W	20.47'

LINE TABLE		
LINE	BEARINGS	LENGTH
L34	S 26°50'17" W	20.00'
L35	S 27°39'59" W	20.00'
L36	S 20°19'22" E	22.93'
L37	S 25°24'46" W	23.13'
L38	S 25°02'00" E	20.00'
L39	S 64°58'00" W	6.03'
L40	S 25°02'00" E	20.00'
L41	S 66°54'24" E	20.02'
L42	S 25°02'00" E	122.93'
L43	S 19°58'00" W	21.21'
L44	S 25°02'00" E	40.00'
L45	S 70°02'00" E	21.21'
L46	S 25°02'00" E	82.01'
L47	S 42°03'19" W	20.19'
L48	S 00°14'48" E	20.00'
L49	N 89°45'12" E	2.28'
L50	S 00°14'48" E	20.00'
L51	S 45°14'48" E	21.21'
L52	S 00°14'48" E	189.94'
L53	S 44°45'12" W	21.21'
L54	S 00°14'48" E	40.00'
L55	S 45°14'48" E	21.21'
L56	S 00°14'48" E	210.00'
L57	S 44°45'12" W	28.28'
L58	N 89°45'12" E	110.00'
L59	S 00°14'48" E	25.00'
L60	S 89°45'12" W	775.07'
L61	N 89°36'16" W	1033.08'
L62	S 00°23'44" W	40.00'
L63	N 89°36'16" W	1606.60'
L64	N 00°21'14" E	180.73'
L65	N 89°38'46" W	30.16'
L66	N 89°36'39" W	100.00'
L67	N 00°23'21" E	100.00'
L68	S 89°36'39" E	100.00'
L69	S 00°23'21" W	100.00'

SHEET 3 OF 4



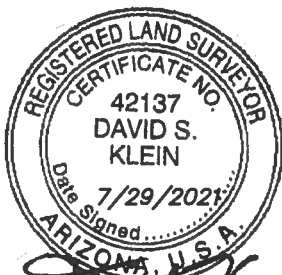
SUPERIOR
SURVEYING SERVICES, INC.

2122 W. Lone Cactus Dr.
Ste. 11, Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 7/29/2021

JOB NO.: 202010069

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	55.00'	31°39'37"	30.39'	N04°19'04"W	30.01'
C2	55.00'	28°32'17"	27.39'	S02°40'22"E	27.11'
C3	615.00'	25°27'06"	273.19'	N15°11'08"E	270.95'
C4	685.00'	4°15'45"	50.96'	S27°13'00"W	50.95'
C5	250.00'	0°49'38"	3.61'	N62°44'54"W	3.61'
C6	685.00'	32°42'22"	391.02'	S02°50'21"W	385.73'
C7	685.00'	5°37'34"	67.26'	S22°13'13"E	67.24'
C8	665.00'	18°44'41"	217.56'	N15°39'40"W	216.59'
C9	665.00'	0°00'19"	0.06'	S00°15'17"E	0.06'



SHEET 4 OF 4

	2122 W. Lone Cactus Dr. Ste. 11, Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) www.superiorsurveying.com info@superiorsurveying.com
	DATE: 7/29/2021

JOB NO.: 202010069

When Recorded, Return to:

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

RESOLUTION NO. 72-21

**RESOLUTION ENLARGING CITY OF BUCKEYE STREET LIGHTING
IMPROVEMENT DISTRICT NO. 2006-SLID-017; ORDERING
RECORDING AND FILING OF THIS RESOLUTION.**

WHEREAS, on December 5, 2006, the then Mayor and Town Council of the Town of Buckeye, Arizona (the "*Town*") passed and adopted Resolution No. 72-06 ordering the formation of Town of Buckeye Street Lighting Improvement District No. 2006-SLID-017, which was amended on March 20, 2007 by Resolution No. 16-07, solely for the purpose of purchasing (and not generating) energy for lighting of public streets and parks; and

WHEREAS, thereafter the Town became the City of Buckeye ("*City*") and the Town of Buckeye Street Lighting Improvement District No. 2006-SLID-017 became known as the City of Buckeye Street Lighting Improvement District No. 2006-SLID-017 (the "*District*"); and

WHEREAS, the owner of certain property adjoining the District has filed a petition seeking to enlarge the District to include the property described in the attached Exhibits A, B and C (collectively, the "*Annexed Area*"); and

WHEREAS, by this Resolution the City Council of the City will enlarge the District by adding the Annexed Area to the District;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, as follows:

Section 1. District Enlargement. The District is enlarged by the addition of the Annexed Area, as shown on Exhibits A, B and C attached hereto and incorporated by reference into this Resolution. The Assessor's parcel numbers shown on Exhibit B are for convenience only. If either the legal description or the Assessor's parcel numbers on Exhibit B 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; Annual Tax. 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. The annual tax levied upon the District will remain in full force and effect and will apply to the District as enlarged by this Resolution. The District taxes will continue to be levied

based on the number and classification of non-public parcels within the enlarged District, excluding those parcels which are publicly owned or owned by a homeowners' association.

Section 3. 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 Director of the Arizona Department of Revenue and the Maricopa County Assessor, pursuant to A.R.S. § 42-17257.

Section 4. Extension for Filing. If either the enlargement 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 Arizona Department of Revenue and the Maricopa County Assessor prior to such November 1, the Mayor and City Council hereby request that the Director of the Arizona Department of Revenue extend the deadline prescribed by A.R.S. § 42-17257 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, this 5th day of October, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

Attachments

Exhibit A: Legal Description
Exhibit B: Assessor's Parcel Numbers and Owner's Name
Exhibit C: Boundary Map Amended to Include Annexed Area

CERTIFICATION

I, Lucinda J. Aja, the duly appointed and acting City Clerk of the City of Buckeye, Arizona, do hereby certify that the above and foregoing Resolution No. 72-21 was duly passed by the Mayor and City Council of the City of Buckeye, Arizona, at a regular meeting held on October 5, 2021, and the vote was ____ aye's, ____ nay's, ____ abstained and ____ were absent and that the Mayor and ____ Council Members were present thereat.

DATED: October 5, 2021.

Lucinda J. Aja, City Clerk

EXHIBIT A
LEGAL DESCRIPTION FOR CITY OF BUCKEYE
STREET LIGHTING IMPROVEMENT DISTRICT
NO. 2006-SLID-017
AMENDED TO INCLUDE ANNEXED AREA, ALGODON

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3-INCH BRASS CAP IN HANDHOLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 28, FROM WHICH A 3-INCH BRASS CAP IN HANDHOLE MARKING THE WEST QUARTER CORNER OF SAID SECTION 28 BEARS NORTH 00 DEGREES 10 MINUTES 15 SECONDS EAST 2,642.17 FEET;
 THENCE NORTH 00 DEGREES 10 MINUTES 15 SECONDS EAST 2,311.75 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER;
 THENCE SOUTH 89 DEGREES 49 MINUTES 45 SECONDS EAST 65.00 FEET;
 THENCE SOUTH 89 DEGREES 27 MINUTES 57 SECONDS EAST 635.01 FEET;
 THENCE NORTH 00 DEGREES 10 MINUTES 15 SECONDS EAST 30.00 FEET;
 THENCE SOUTH 89 DEGREES 51 MINUTES 56 SECONDS EAST 30.04 FEET;
 THENCE SOUTH 00 DEGREES 14 MINUTES 01 SECONDS WEST 27.15 FEET;
 THENCE SOUTH 10 DEGREES 47 MINUTES 14 SECONDS EAST 103.78 FEET;
 THENCE SOUTH 36 DEGREES 44 MINUTES 01 SECONDS WEST 41.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 04 DEGREES 19 MINUTES 04 SECONDS WEST 30.01 FEET;
 THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 39 MINUTES 37 SECONDS AN ARC LENGTH OF 30.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 02 DEGREES 40 MINUTES 22 SECONDS EAST 27.11 FEET;
 THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28 DEGREES 32 MINUTES 17 SECONDS AN ARC LENGTH OF 27.39 FEET;
 THENCE SOUTH 17 DEGREES 01 MINUTES 47 SECONDS EAST 378.65 FEET;
 THENCE NORTH 76 DEGREES 50 MINUTES 31 SECONDS EAST 473.03 FEET;
 THENCE SOUTH 89 DEGREES 28 MINUTES 32 SECONDS EAST 311.70 FEET;
 THENCE NORTH 00 DEGREES 21 MINUTES 14 SECONDS EAST, A DISTANCE OF 768.40 FEET;
 THENCE SOUTH 89 DEGREES 28 MINUTES 47 SECONDS EAST, A DISTANCE OF 1033.25 FEET;



DATE: 7/29/2021

SHEET 1 OF 6

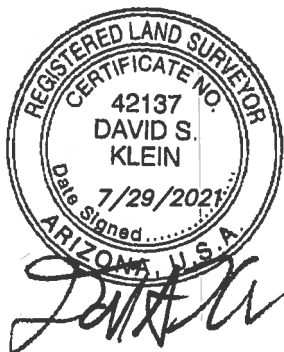
2122 W. Lone Cactus Dr.
 Ste. 11, Phoenix, AZ 85027
 623-869-0223 (office)
 623-869-0726 (fax)
 www.superiorsurveying.com
 info@superiorsurveying.com

JOB NO.: 202010069

EXHIBIT A
LEGAL DESCRIPTION FOR CITY OF BUCKEYE
STREET LIGHTING IMPROVEMENT DISTRICT
NO. 2006-SLID-017
AMENDED TO INCLUDE ANNEXED AREA, ALGODON

(LEGAL DESCRIPTION CONTINUED):

THENCE SOUTH 00 DEGREES 21 MINUTES 14 SECONDS WEST, A DISTANCE OF 25.00 FEET;
 THENCE SOUTH 89 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 2441.23 FEET;
 THENCE SOUTH 00 DEGREES 59 MINUTES 31 SECONDS WEST, A DISTANCE OF 10.00 FEET;
 THENCE NORTH 89 DEGREES 29 MINUTES 09 SECONDS WEST, A DISTANCE OF 1771.88 FEET;
 THENCE SOUTH 44 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 28.28 FEET;
 THENCE SOUTH 00 DEGREES 30 MINUTES 51 SECONDS WEST, A DISTANCE OF 90.00 FEET;
 THENCE SOUTH 45 DEGREES 30 MINUTES 51 SECONDS WEST, A DISTANCE OF 21.21 FEET;
 THENCE SOUTH 00 DEGREES 30 MINUTES 51 SECONDS WEST, A DISTANCE OF 40.00 FEET;
 THENCE SOUTH 44 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 21.21 FEET;
 THENCE SOUTH 00 DEGREES 30 MINUTES 51 SECONDS WEST, A DISTANCE OF 190.00 FEET;
 THENCE SOUTH 45 DEGREES 30 MINUTES 51 SECONDS WEST, A DISTANCE OF 21.21 FEET;
 THENCE SOUTH 00 DEGREES 30 MINUTES 51 SECONDS WEST, A DISTANCE OF 20.00 FEET;
 THENCE NORTH 89 DEGREES 29 MINUTES 09 SECONDS WEST, A DISTANCE OF 0.03 FEET;
 THENCE SOUTH 00 DEGREES 30 MINUTES 51 SECONDS WEST, A DISTANCE OF 20.00 FEET;
 THENCE SOUTH 43 DEGREES 51 MINUTES 45 SECONDS EAST, A DISTANCE OF 20.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS NORTH 87 DEGREES 32 MINUTES 25 SECONDS WEST, A DISTANCE OF 615.00 FEET;



SHEET 2 OF 6

 SUPERIOR SURVEYING SERVICES, INC.	2122 W. Lone Cactus Dr. Ste. 11, Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) www.superiorsurveying.com info@superiorsurveying.com
DATE: 7/29/2021	JOB NO.: 202010069

EXHIBIT A
LEGAL DESCRIPTION FOR CITY OF BUCKEYE
STREET LIGHTING IMPROVEMENT DISTRICT
NO. 2006-SLID-017
AMENDED TO INCLUDE ANNEXED AREA, ALGODON

(LEGAL DESCRIPTION CONTINUED):

THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 25 DEGREES 27 MINUTES 06 SECONDS, AN ARC DISTANCE OF 273.19 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 73 DEGREES 58 MINUTES 45 SECONDS WEST, A DISTANCE OF 21.08 FEET;

THENCE SOUTH 29 DEGREES 20 MINUTES 53 SECONDS WEST, A DISTANCE OF 40.00 FEET;

THENCE SOUTH 15 DEGREES 39 MINUTES 07 SECONDS EAST, A DISTANCE OF 21.21 FEET;

THENCE SOUTH 29 DEGREES 20 MINUTES 53 SECONDS WEST, A DISTANCE OF 139.16 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 60 DEGREES 39 MINUTES 07 SECONDS EAST, A DISTANCE OF 685.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 04 DEGREES 15 MINUTES 45 SECONDS, AN ARC DISTANCE OF 50.96 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 71 DEGREES 26 MINUTES 38 SECONDS WEST, A DISTANCE OF 20.47 FEET;

THENCE SOUTH 26 DEGREES 50 MINUTES 17 SECONDS WEST, A DISTANCE OF 20.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS POINT BEARS SOUTH 26 DEGREES 50 MINUTES 17 SECONDS WEST, A DISTANCE OF 250.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00 DEGREES 49 MINUTES 42 SECONDS, AN ARC DISTANCE OF 3.61 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 27 DEGREES 39 MINUTES 59 SECONDS WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 20 DEGREES 19 MINUTES 22 SECONDS EAST, A DISTANCE OF 22.93 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS SOUTH 70 DEGREES 48 MINUTES 28 SECONDS EAST, A DISTANCE OF 685.00 FEET;



SHEET 3 OF 6

	2122 W. Lone Cactus Dr. Ste. 11, Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) www.superiorsurveying.com info@superiorsurveying.com
DATE: 7/29/2021	JOB NO.: 202010069

EXHIBIT A
LEGAL DESCRIPTION FOR CITY OF BUCKEYE
STREET LIGHTING IMPROVEMENT DISTRICT
NO. 2006-SLID-017
AMENDED TO INCLUDE ANNEXED AREA, ALGODON

(LEGAL DESCRIPTION CONTINUED):

THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 32 DEGREES 42 MINUTES 22 SECONDS, AN ARC DISTANCE OF 391.02 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 25 DEGREES 24 MINUTES 46 SECONDS WEST, A DISTANCE OF 23.13 FEET;

THENCE SOUTH 25 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 64 DEGREES 58 MINUTES 00 SECONDS WEST, A DISTANCE OF 6.03 FEET;

THENCE SOUTH 25 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 66 DEGREES 54 MINUTES 24 SECONDS EAST, A DISTANCE OF 20.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS NORTH 70 DEGREES 35 MINUTES 34 SECONDS EAST, A DISTANCE OF 685.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 5 DEGREES 37 MINUTES 34 SECONDS, AN ARC DISTANCE OF 67.26 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 25 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 122.93 FEET;

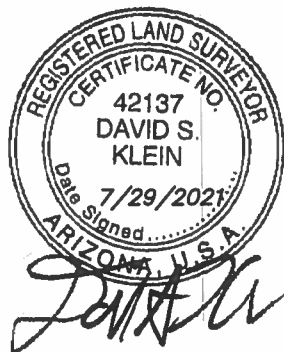
THENCE SOUTH 19 DEGREES 58 MINUTES 00 SECONDS WEST, A DISTANCE OF 21.21 FEET;

THENCE SOUTH 25 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 40.00 FEET;

THENCE SOUTH 70 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 21.21 FEET;

THENCE SOUTH 25 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 82.01 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS SOUTH 64 DEGREES 58 MINUTES 00 SECONDS WEST, A DISTANCE OF 665.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18 DEGREES 44 MINUTES 41 SECONDS, AN ARC DISTANCE OF 217.56 FEET TO A POINT OF TANGENCY;



SHEET 4 OF 6

	2122 W. Lone Cactus Dr. Ste. 11, Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) www.superiorsurveying.com info@superiorsurveying.com
DATE: 7/29/2021	JOB NO.: 202010069

EXHIBIT A
LEGAL DESCRIPTION FOR CITY OF BUCKEYE
STREET LIGHTING IMPROVEMENT DISTRICT
NO. 2006-SLID-017
AMENDED TO INCLUDE ANNEXED AREA, ALGODON

(LEGAL DESCRIPTION CONTINUED):

THENCE SOUTH 42 DEGREES 03 MINUTES 19 SECONDS WEST, A DISTANCE OF 20.19 FEET;

THENCE SOUTH 00 DEGREES 14 MINUTES 48 SECONDS EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89 DEGREES 45 MINUTES 12 SECONDS EAST, A DISTANCE OF 2.28 FEET;

THENCE SOUTH 00 DEGREES 14 MINUTES 48 SECONDS EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 45 DEGREES 14 MINUTES 48 SECONDS EAST, A DISTANCE OF 21.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS SOUTH 89 DEGREES 44 MINUTES 53 SECONDS WEST, A DISTANCE OF 665.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00 DEGREES 00 MINUTES 19 SECONDS, AN ARC DISTANCE OF 0.06 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 00 DEGREES 14 MINUTES 48 SECONDS EAST, A DISTANCE OF 189.94 FEET;

THENCE SOUTH 44 DEGREES 45 MINUTES 12 SECONDS WEST, A DISTANCE OF 21.21 FEET;

THENCE SOUTH 00 DEGREES 14 MINUTES 48 SECONDS EAST, A DISTANCE OF 40.00 FEET;

THENCE SOUTH 45 DEGREES 14 MINUTES 48 SECONDS EAST, A DISTANCE OF 21.21 FEET;

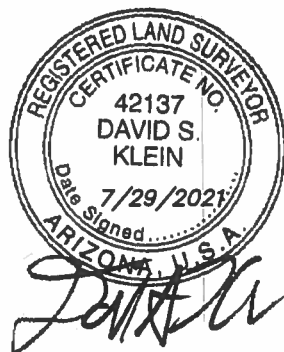
THENCE SOUTH 00 DEGREES 14 MINUTES 48 SECONDS EAST, A DISTANCE OF 210.00 FEET;

THENCE SOUTH 44 DEGREES 45 MINUTES 12 SECONDS WEST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 89 DEGREES 45 MINUTES 12 SECONDS EAST, A DISTANCE OF 110.00 FEET;

THENCE SOUTH 00 DEGREES 14 MINUTES 48 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 12 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 40.0 FEET NORTHERLY OF THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 775.07 FEET;



SHEET 5 OF 6

SUPERIOR
 SURVEYING SERVICES, INC.

2122 W. Lone Cactus Dr.
 Ste. 11, Phoenix, AZ 85027
 623-869-0223 (office)
 623-869-0726 (fax)
 www.superiorsurveying.com
 info@superiorsurveying.com

DATE: 7/29/2021

JOB NO.: 202010069

**EXHIBIT A
LEGAL DESCRIPTION FOR CITY OF BUCKEYE
STREET LIGHTING IMPROVEMENT DISTRICT
NO. 2006-SLID-017
AMENDED TO INCLUDE ANNEXED AREA, ALGODON**

(LEGAL DESCRIPTION CONTINUED):

THENCE NORTH 89 DEGREES 36 MINUTES 39 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 40.0 FOOT NORTHERLY OF THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 1033.05 FEET;
THENCE SOUTH 00 DEGREES 23 MINUTES 44 SECONDS WEST 40.00 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER;
THENCE NORTH 89 DEGREES 36 MINUTES 16 SECONDS WEST 1,606.60 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

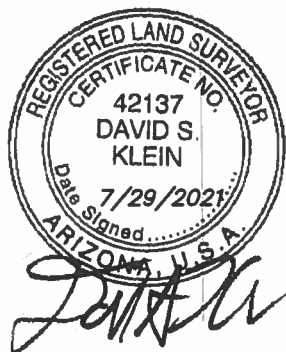
WELL SITE EXCEPTION:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 28, MONUMENTED BY A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN CONCRETE, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 28, MONUMENTED BY A 1/2-INCH REBAR IN A POTHOLE BEARS AS A BASIS OF BEARINGS NORTH 89 DEGREES 45 MINUTES 12 SECONDS EAST, A DISTANCE OF 2641.71 FEET;

THENCE NORTH 00 DEGREES 21 MINUTES 14 SECONDS EAST, ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 180.73 FEET;
THENCE NORTH 89 DEGREES 38 MINUTES 46 SECONDS WEST, A DISTANCE OF 30.16 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89 DEGREES 36 MINUTES 39 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 180.71 FEET NORTHERLY OF THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 100.00 FEET;
THENCE NORTH 00 DEGREES 23 MINUTES 21 SECONDS EAST, A DISTANCE OF 100.00 FEET;
THENCE SOUTH 89 DEGREES 36 MINUTES 39 SECONDS EAST, ALONG A LINE PARALLEL WITH AND 280.71 FEET NORTHERLY OF THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 100.00 FEET;
THENCE SOUTH 00 DEGREES 23 MINUTES 21 SECONDS WEST, A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING.

COMPRISING 173.361 ACRES OR 7,551,618 SQUARE FEET MORE OR LESS, SUBJECT TO ALL EASEMENTS OF RECORD.

ANNEXED AREA – ALGODON (76.142 ACRES OR 3,316,746 SQUARE FEET)



SHEET 6 OF 6

	2122 W. Lone Cactus Dr. Ste. 11, Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) www.superiorsurveying.com info@superiorsurveying.com
DATE: 7/29/2021	JOB NO.: 202010069

EXHIBIT B
ASSESSOR PARCEL NUMBERS FOR CITY OF BUCKEYE
STREET LIGHTING IMPROVEMENT DISTRICT
NO. 2006-SLID-017
AMENDED TO INCLUDE ANNEXED AREA, ALGODON

ASSESSOR PARCEL NUMBER	OWNER
504-41-716	MDAI COTTON MEADOWS, LLC
504-41-717	MDAI COTTON MEADOWS, LLC




SUPERIOR
 SURVEYING SERVICES, INC.

2122 W. Lone Cactus Dr.
 Ste. 11, Phoenix, AZ 85027
 623-869-0223 (office)
 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

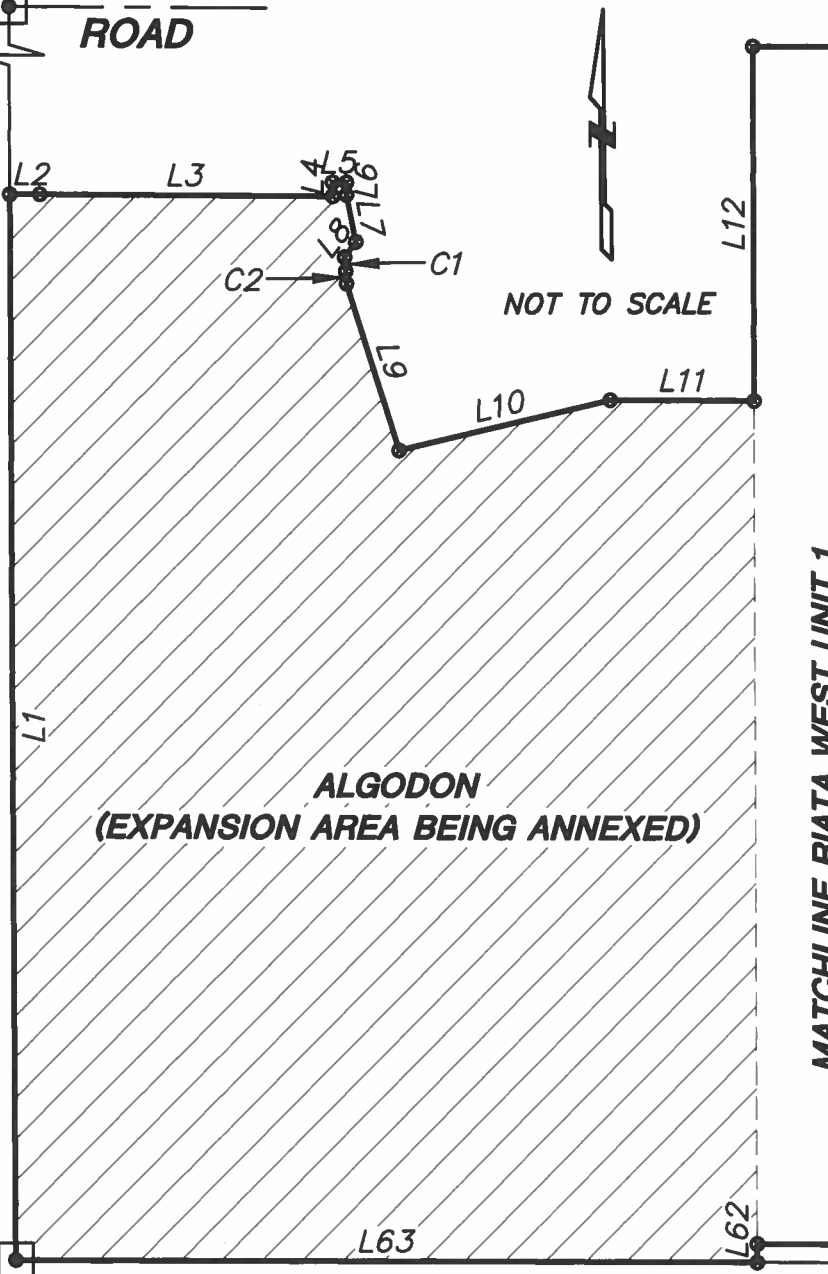
DATE: 7/29/2021

JOB NO.: 202010069

WEST 1/4 CORNER SECTION 28, T-1N, R-3W
FOUND 3" BRASS CAP IN HANDHOLE

**ROESER
ROAD**

APACHE ROAD



ALGODON
(EXPANSION AREA BEING ANNEXED)

MATCHLINE RIATA WEST UNIT 1

SOUTHERN AVENUE

SOUTHWEST CORNER SECTION 28, T-1N, R-3W
FOUND 3" BRASS CAP IN HANDHOLE

EXHIBIT C

**BOUNDARY MAP FOR CITY OF BUCKEYE
STREET LIGHTING IMPROVEMENT DISTRICT**

NO. 2006-SLID-017

AMENDED TO INCLUDE ANNEXED AREA, ALGODON



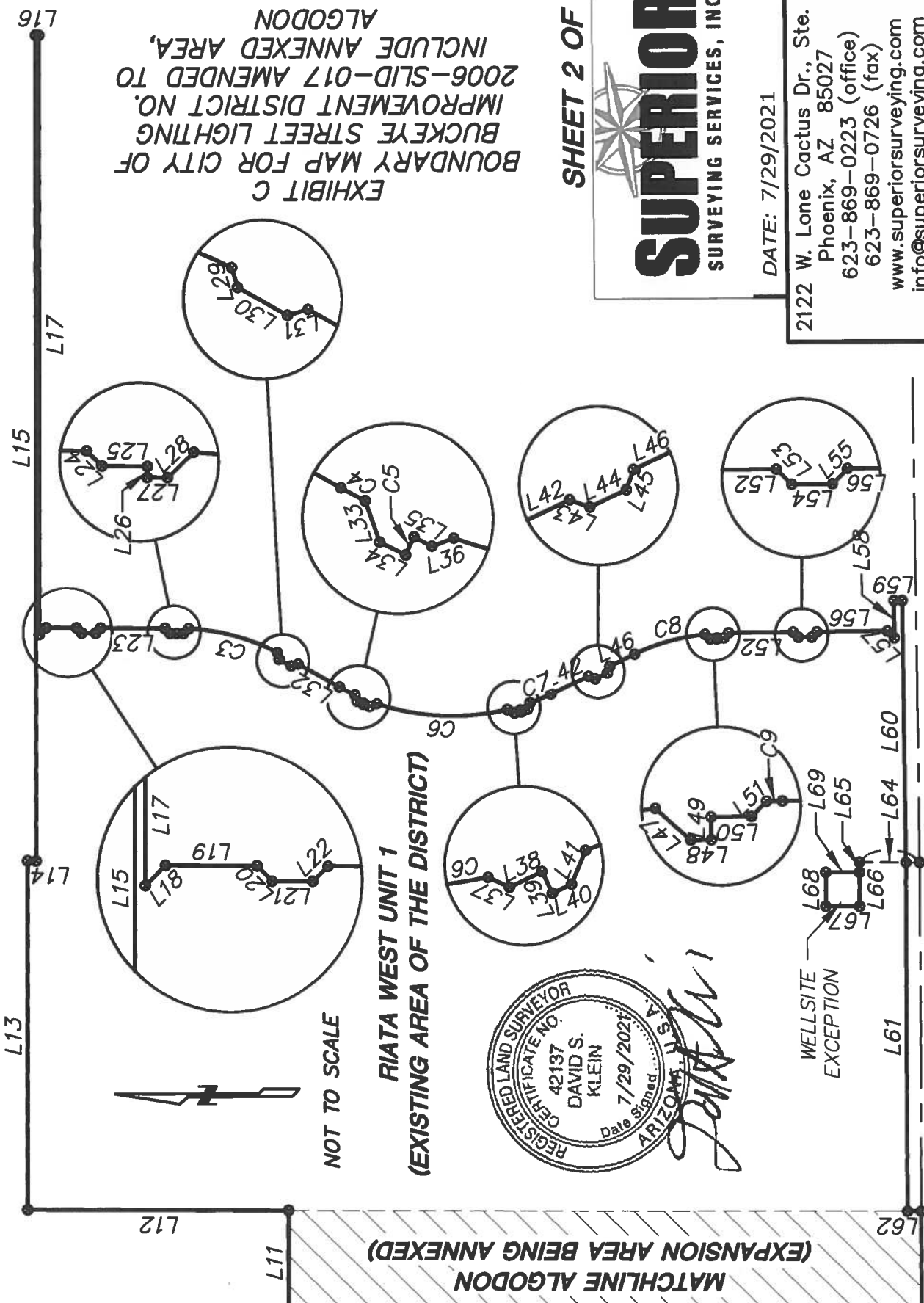
SUPERIOR
SURVEYING SERVICES, INC.

2122 W. Lone Cactus Dr.
Ste. 11, Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 7/29/2021

JOB NO.: 202010069

SHEET 1 OF 4



SHEET 2 OF 4

SUPERIOR
 SURVEYING SERVICES, INC.

DATE: 7/29/2021

2122 W. Lone Cactus Dr., Ste. 11
 Phoenix, AZ 85027
 623-869-0223 (office)
 623-869-0726 (fax)
 www.superiorsurveying.com
 info@superiorsurveying.com

JOB NO.: 202010069

REGISTERED LAND SURVEYOR
 CERTIFICATE NO. 42137
 DAVID S. KLEIN
 Date Signed 7/29/2021
 ARIZONA, U.S.A.

LINE TABLE		
LINE	BEARINGS	LENGTH
L1	N 00°10'15" E	2311.75'
L2	S 89°49'45" E	65.00'
L3	S 89°27'57" E	635.01'
L4	N 00°10'15" E	30.00'
L5	S 89°51'56" E	30.04'
L6	S 00°14'01" W	27.15'
L7	S 10°47'14" E	103.78'
L8	S 36°44'01" W	41.58'
L9	S 17°01'47" E	378.65'
L10	N 76°50'31" E	473.03'
L11	S 89°28'32" E	311.70'
L12	N 00°21'14" E	768.40'
L13	S 89°28'47" E	1033.25'
L14	S 00°21'14" W	25.00'
L15	S 89°29'09" E	2441.23'
L16	S 00°59'31" W	10.00'
L17	N 89°29'09" W	1771.88'
L18	S 44°29'09" E	28.28'
L19	S 00°30'51" W	90.00'
L20	S 45°30'51" W	21.21'
L21	S 00°30'51" W	40.00'
L22	S 44°29'09" E	21.21'
L23	S 00°30'51" W	190.00'
L24	S 45°30'51" W	21.21'
L25	S 00°30'51" W	20.00'
L26	N 89°29'09" W	0.03'
L27	S 00°30'51" W	20.00'
L28	S 43°51'45" E	20.98'
L29	S 73°58'45" W	21.08'
L30	S 29°20'53" W	40.00'
L31	S 15°39'07" E	21.21'
L32	S 29°20'53" W	139.16'
L33	S 71°26'38" W	20.47'

LINE TABLE		
LINE	BEARINGS	LENGTH
L34	S 26°50'17" W	20.00'
L35	S 27°39'59" W	20.00'
L36	S 20°19'22" E	22.93'
L37	S 25°24'46" W	23.13'
L38	S 25°02'00" E	20.00'
L39	S 64°58'00" W	6.03'
L40	S 25°02'00" E	20.00'
L41	S 66°54'24" E	20.02'
L42	S 25°02'00" E	122.93'
L43	S 19°58'00" W	21.21'
L44	S 25°02'00" E	40.00'
L45	S 70°02'00" E	21.21'
L46	S 25°02'00" E	82.01'
L47	S 42°03'19" W	20.19'
L48	S 00°14'48" E	20.00'
L49	N 89°45'12" E	2.28'
L50	S 00°14'48" E	20.00'
L51	S 45°14'48" E	21.21'
L52	S 00°14'48" E	189.94'
L53	S 44°45'12" W	21.21'
L54	S 00°14'48" E	40.00'
L55	S 45°14'48" E	21.21'
L56	S 00°14'48" E	210.00'
L57	S 44°45'12" W	28.28'
L58	N 89°45'12" E	110.00'
L59	S 00°14'48" E	25.00'
L60	S 89°45'12" W	775.07'
L61	N 89°36'16" W	1033.08'
L62	S 00°23'44" W	40.00'
L63	N 89°36'16" W	1606.60'
L64	N 00°21'14" E	180.73'
L65	N 89°38'46" W	30.16'
L66	N 89°36'39" W	100.00'
L67	N 00°23'21" E	100.00'
L68	S 89°36'39" E	100.00'
L69	S 00°23'21" W	100.00'

SHEET 3 OF 4



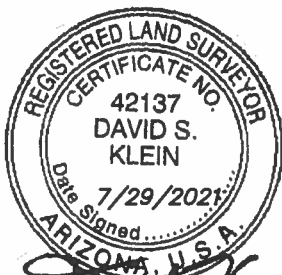
SUPERIOR
SURVEYING SERVICES, INC.

2122 W. Lone Cactus Dr.
Ste. 11, Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 7/29/2021

JOB NO.: 202010069

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	55.00'	31°39'37"	30.39'	N04°19'04"W	30.01'
C2	55.00'	28°32'17"	27.39'	S02°40'22"E	27.11'
C3	615.00'	25°27'06"	273.19'	N15°11'08"E	270.95'
C4	685.00'	4°15'45"	50.96'	S27°13'00"W	50.95'
C5	250.00'	0°49'38"	3.61'	N62°44'54"W	3.61'
C6	685.00'	32°42'22"	391.02'	S02°50'21"W	385.73'
C7	685.00'	5°37'34"	67.26'	S22°13'13"E	67.24'
C8	665.00'	18°44'41"	217.56'	N15°39'40"W	216.59'
C9	665.00'	0°00'19"	0.06'	S00°15'17"E	0.06'



SHEET 4 OF 4

	2122 W. Lone Cactus Dr. Ste. 11, Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) www.superiorsurveying.com info@superiorsurveying.com
	DATE: 7/29/2021

JOB NO.: 202010069

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

MEETING DATE: 10/05/21	AGENDA ITEM: 6.L. Resolution of Intention to Form Municipal Maintenance Improvement District No 2020-MID-005 Algodon
DATE PREPARED: 09/30/21	DISTRICT NO.: 1, 3
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. 73-21 accepting a Petition, Waiver and Consent to Formation of a Maintenance Improvement District by the City of Buckeye; declaring the intention to form a Maintenance Improvement District; designating such District as "City of Buckeye Maintenance Improvement District No. 2020-MID-005"; and providing for the annual levy of taxes or an annual assessment against the lots within the District in proportion to the benefits received.

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:

Maintenance Improvement Districts (MIDs) are responsible for maintaining parkways and parkings on streets within the District. This puts a methodology in place for the future if the parkway or parking areas are not maintained by the development's owners or Homeowners Association (HOA).

BENEFITS:

Having the costs of parkways and parkings assessed against the land within the development and not borne by the City ensures that should a development's owners and/or HOA become unable to maintain the rights-of-way that they are responsible for, the City, when assuming these responsibilities, will have the revenues in place to defer the cost.

Both street lighting improvement districts and 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.

FUTURE ACTION:

A Resolution Ordering the Formation of such District follows on the current agenda. There will be no further action necessary, unless the responsible owners within a development should dissolve. At that time, in accordance with applicable State law, the MID will be activated through separate action of the City Council.

FINANCIAL IMPACT STATEMENT:

None

CURRENT FISCAL YEAR TOTAL COST:

\$0

BUDGETED:

Yes

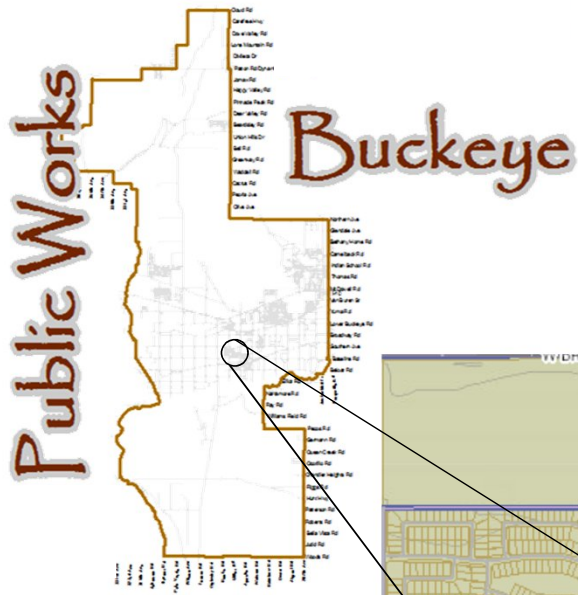
Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

[2020-MID-005 Vicinity Map.pptx](#)

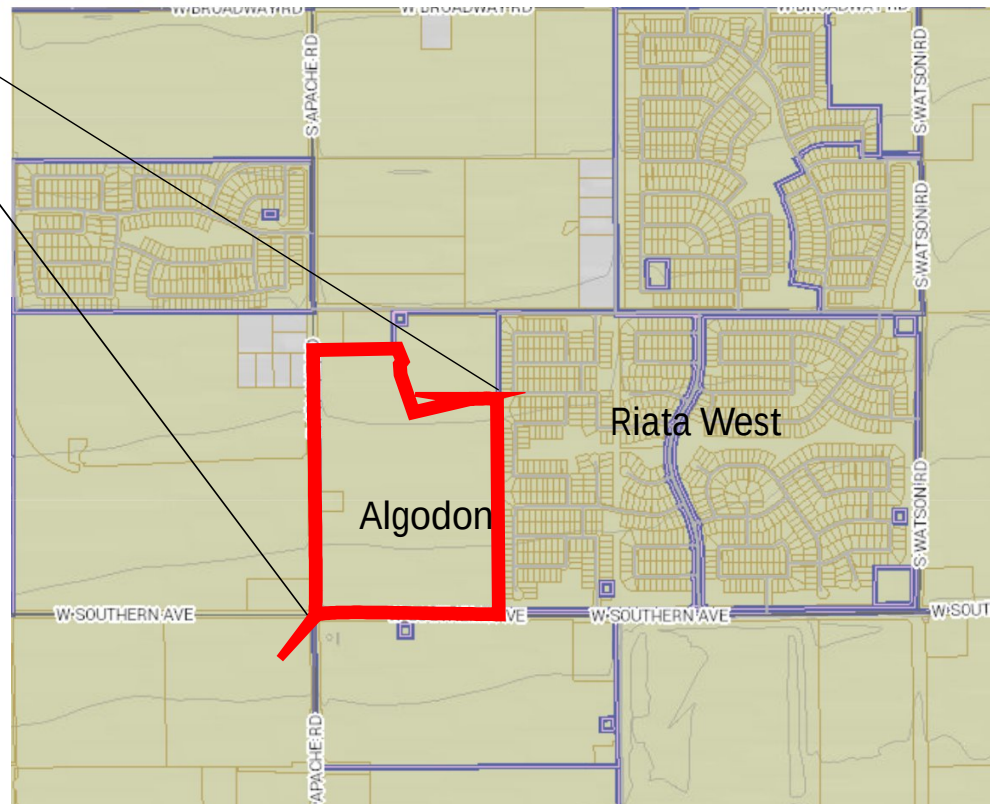
[PET - 2020-MID-005 - Algodon - Petitioner executed version.pdf](#)

[RES 73-21 - 2020-MID-005 Intent to Form.pdf](#)



2020- MID-005

Algodon Community



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
 MAINTENANCE IMPROVEMENT DISTRICT
 BY THE CITY OF BUCKEYE**

**ALGODON
2020-MID-005**

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 property owner (the "*Petitioner*") respectfully petitions the Mayor and City Council (the "*City Council*") of the City of Buckeye, Arizona (the "*City*") to order the formation of a residential municipal maintenance improvement district under the Improvement District Law. In support of this Petition, Waiver and Consent to Formation of a Maintenance Improvement District by the City of Buckeye (this "*Petition*"), the Petitioner agrees to waive certain rights under the Improvement District Law and hereby consents to the formation of a residential municipal maintenance improvement district encompassing the land shown on Exhibits A, B, and C, attached hereto and incorporated by reference herein.

1. Name of District. The Petitioner hereby requests the proposed district to be named the "City of Buckeye Maintenance Improvement District No. 2020-MID-005" (the "*District*").

2. Area of District. The property comprising the proposed District is described by a legal description, Assessor's parcel number, and a map or plat of the area, all as set forth in Exhibits A, B, and C. The proposed District consists of an aggregate of 76.142 acres which are entirely within the corporate boundaries of the City. The Petitioner respectfully requests that the land 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 Petitioner is the sole owner of all non-public real property within the proposed District.

4. Purpose. The District is proposed to be formed for the purpose of providing for operation, maintenance, repair and improvement of parkings, parkways, retention basins and detention basins within, adjacent to, or that serve the District, and public landscaping, street lights, all headwalls, pumps, piping, canals, washes, ditches, storm drain inlets, scuppers, dry wells, and other adjuncts and appliances related to such parkings, parkways, retention basins and detention basins. To enhance such purposes the Petitioner grants to the City the public use of all such parkings, parkways, retention basins and detention basins and access thereto across the Petitioner's property to carry out all District purposes.

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 annual special assessment upon all of the non-public real property within the District.

6. Fees and Reimbursement. The Petitioner has paid all application fees for the formation of the District and further agrees 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. Document Requirements. The Petitioner has previously submitted the following documents to the City's Public Works Department:

- a) Street landscaping layout plans.
- b) One 24" x 36" copy of the District diagram showing each lot or parcel.
- c) A metes and bounds legal description of the District boundary, accompanied by a list of Assessor's parcel number(s) within the proposed District and a map showing the District boundary (with back-up material showing that the boundary closes, as necessary).

The Petitioner or the Petitioner's engineer will submit the following documents to the City's Public Works Department concurrently with the submission of this fully executed Petition:

- a) Proof of payment of the District application fees.
- b) Two 8-1/2" x 11" recordable copies of a legal description of the District boundary and a map showing the District boundary.

8. Expansion of or Annexation to the District. The Petitioner waives any objection to, or protest against, any future enlargement or enlargements of the District and also waives 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 Petitioner further waives any objection to, or protest against, the consolidation of the District with any other similar district or districts.

9. Waiver and Consent. The Petitioner, with full knowledge of its rights being waived hereunder, hereby expressly waives:

- 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 the resolution of intention and the notice of proposed improvements pursuant to A.R.S. § 48-578;
- 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 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 Petitioner now within the proposed boundaries of the District.

10. Expenses. The Petitioner hereby petitions the City Council to provide for the expenses of the District by assessment of the total sum upon the several lots, each respectively in proportion to the benefits to be received by each lot within the District, pursuant to A.R.S. § 48-574(D). The Petitioner further requests that no publicly owned land or property owned by a homeowners' association shall be liable to pay any expenses of the District. The Petitioner hereby agrees that each non-public parcel within the property proposed to be included in the District receives the same benefits as each other non-public parcel proposed to be included in the District.

11. 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.

12. Public Benefit. The operation, maintenance, repair and improvements of parkings, parkways, retention basins and detention basins within, adjacent to, or serving the District is of more than local or ordinary public benefit and the costs and expense thereof should be charged against the property within the District, all of which will benefit thereby.

13. Successors and Assigns. To the extent permitted by law, this Petition shall be binding on all successors or assigns of the Petitioner who hereafter own or have an interest in the property described in Exhibits A, B, and C attached hereto.

14. 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.

The Petitioner hereby requests 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.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned representative of the Petitioner has executed this Petition as of the date shown below.

MDAI COTTON MEADOWS, LLC,
an Arizona limited liability company

not via video conference. not

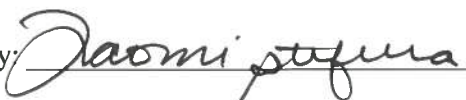
By: Melcor Developments Arizona Inc.,
an Arizona corporation,
Its: Sole member

By: 

Name: Darin Rayburn

Title: President

Date: SEP 22 2021, 2021

By: 

Name: Naomi Stefura

Title: Secretary - Treasurer

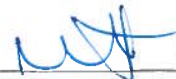
Date: SEP 22 2021, 2021

PROVINCE OF ALBERTA)
) ss.
CITY OF EDMONTON)

The foregoing instrument was acknowledged before me this 22 day of September, 2021, by Megan Harris, the Agent/Lawyer of MELCOR DEVELOPMENTS ARIZONA INC., an Arizona corporation, the sole member of MDAI Cotton Meadows, LLC, an Arizona limited liability company.

Witness my hand and official seal.

Notary Public


Megan B. Harris
Barrister & Solicitor

My Commission Expires: _____

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

IN WITNESS WHEREOF, the undersigned representative of the Petitioner has executed this Petition as of the date shown below.

MDAI COTTON MEADOWS, LLC,
an Arizona limited liability company

mt via video conference. mt

By: [Signature]
Name: Darin Rayburn
Title: President
Date: SEP 22 2021, 2021

By: Melcor Developments Arizona Inc.,
an Arizona corporation,
Its: Sole member

By: [Signature]
Name: Naomi Stefura
Title: Secretary - Treasurer
Date: SEP 22 2021, 2021

PROVINCE OF ALBERTA)
) ss.
CITY OF EDMONTON)

The foregoing instrument was acknowledged before me this 22 day of September 2021, by Megan Harris, the Agent/Manager of MELCOR DEVELOPMENTS ARIZONA INC., an Arizona corporation, the sole member of MDAI Cotton Meadows, LLC, an Arizona limited liability company.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires: _____

Megan B. Harris
Barrister & Solicitor

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

**EXHIBIT A
LEGAL DESCRIPTION FOR CITY OF BUCKEYE
MAINTENANCE IMPROVEMENT DISTRICT
NO. 2020-MID-005, ALGODON**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3-INCH BRASS CAP IN HANDHOLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 28, FROM WHICH A 3-INCH BRASS CAP IN HANDHOLE MARKING THE WEST QUARTER CORNER OF SAID SECTION 28 BEARS NORTH 00 DEGREES 09 MINUTES 30 SECONDS EAST 2,642.17 FEET;
THENCE NORTH 00 DEGREES 09 MINUTES 30 SECONDS EAST 2,311.75 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER;
THENCE SOUTH 89 DEGREES 50 MINUTES 30 SECONDS EAST 65.00 FEET;
THENCE SOUTH 89 DEGREES 28 MINUTES 41 SECONDS EAST 635.01 FEET;
THENCE NORTH 00 DEGREES 09 MINUTES 30 SECONDS EAST 30.00 FEET;
THENCE SOUTH 89 DEGREES 52 MINUTES 41 SECONDS EAST 30.04 FEET;
THENCE SOUTH 00 DEGREES 13 MINUTES 16 SECONDS WEST 27.15 FEET;
THENCE SOUTH 10 DEGREES 47 MINUTES 59 SECONDS EAST 103.78 FEET;
THENCE SOUTH 36 DEGREES 43 MINUTES 17 SECONDS WEST 41.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 04 DEGREES 19 MINUTES 49 SECONDS WEST 30.01 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 39 MINUTES 37 SECONDS AN ARC LENGTH OF 30.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 02 DEGREES 41 MINUTES 07 SECONDS EAST 27.11 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28 DEGREES 32 MINUTES 17 SECONDS AN ARC LENGTH OF 27.39 FEET;
THENCE SOUTH 17 DEGREES 02 MINUTES 32 SECONDS EAST 378.65 FEET;
THENCE NORTH 76 DEGREES 49 MINUTES 47 SECONDS EAST 473.03 FEET;
THENCE SOUTH 89 DEGREES 29 MINUTES 16 SECONDS EAST 311.70 FEET;
THENCE SOUTH 00 DEGREES 20 MINUTES 29 SECONDS WEST 1,795.17 FEET;
THENCE SOUTH 00 DEGREES 23 MINUTES 15 SECONDS WEST 75.00 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER;
THENCE NORTH 89 DEGREES 36 MINUTES 45 SECONDS WEST 1,606.59 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

COMPRISING 76.142 ACRES OR 3,316,746 SQUARE FEET MORE OR LESS, SUBJECT TO ALL EASEMENTS OF RECORD.



SUPERIOR
SURVEYING SERVICES, INC.

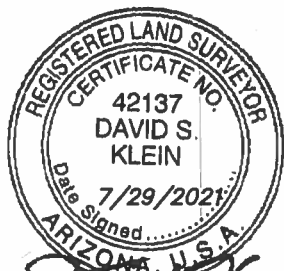
2122 W. Lone Cactus Dr.
Ste. 11, Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 7/29/2021

JOB NO.: 202010069

EXHIBIT B
ASSESSOR PARCEL NUMBERS FOR CITY OF BUCKEYE
MAINTENANCE IMPROVEMENT DISTRICT
NO. 2020-MID-005, ALGODON

ASSESSOR PARCEL NUMBER	OWNER
504-41-716	MDAI COTTON MEADOWS, LLC
504-41-717	MDAI COTTON MEADOWS, LLC




SUPERIOR
 SURVEYING SERVICES, INC.

2122 W. Lone Cactus Dr.
 Ste. 11, Phoenix, AZ 85027
 623-869-0223 (office)
 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

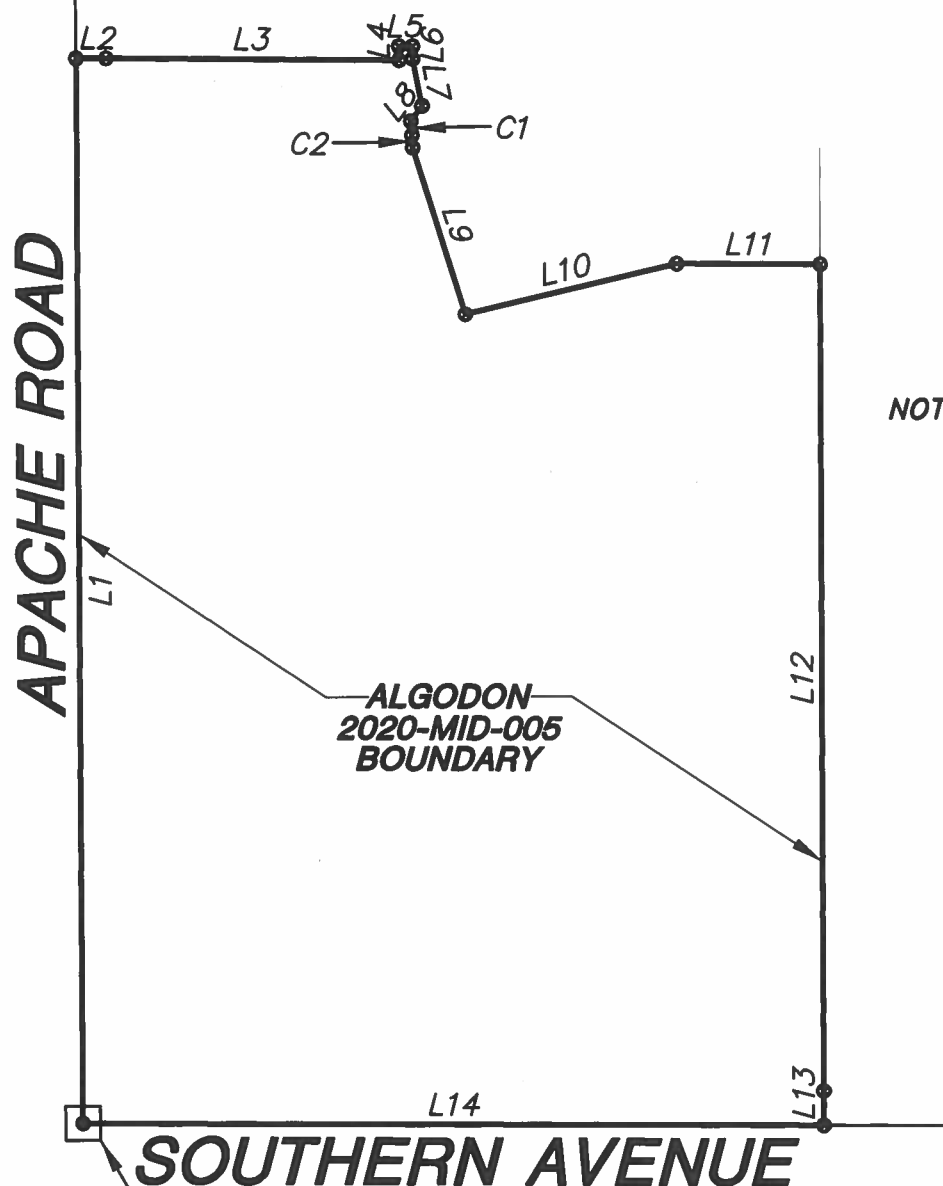
DATE: 7/29/2021

JOB NO.: 202010069

WEST 1/4 CORNER SECTION 28, T-1N, R-3W
FOUND 3" BRASS CAP IN HANDHOLE

ROESER
ROAD

EXHIBIT C
BOUNDARY MAP CITY OF BUCKEYE
MAINTENANCE IMPROVEMENT DISTRICT
NO. 2020-MID-005, ALGODON



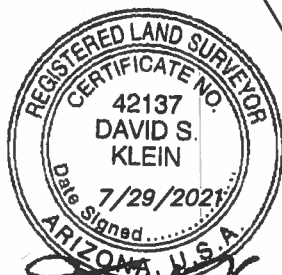
NOT TO SCALE

RIATA WEST UNIT 1
BK. 842, PG. 16, M.C.R.

SOUTHERN AVENUE

SOUTHWEST CORNER SECTION 28, T-1N, R-3W
FOUND 3" BRASS CAP IN HANDHOLE

SHEET 1 OF 2



[Handwritten signature]



SUPERIOR
SURVEYING SERVICES, INC.

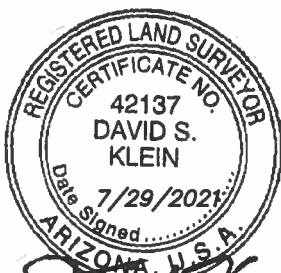
2122 W. Lone Cactus Dr.
Ste. 11, Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 7/29/2021

JOB NO.: 202010069

LINE TABLE		
LINE	BEARINGS	LENGTH
L1	N 00°10'15" E	2311.75'
L2	S 89°49'45" E	65.00'
L3	S 89°27'57" E	635.01'
L4	N 00°10'15" E	30.00'
L5	S 89°51'56" E	30.04'
L6	S 00°14'01" W	27.15'
L7	S 10°47'14" E	103.78'
L8	S 36°44'01" W	41.58'
L9	S 17°01'47" E	378.65'
L10	N 76°50'31" E	473.03'
L11	S 89°28'32" E	311.70'
L12	S 00°21'14" W	1795.17'
L13	S 00°23'59" W	75.00'
L14	N 89°36'01" W	1606.60'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	55.00'	31°39'37"	30.39'	N04°19'04"W	30.01'
C2	55.00'	28°32'17"	27.39'	S02°40'22"E	27.11'



SHEET 2 OF 2

	2122 W. Lone Cactus Dr. Ste. 11, Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) www.superiorsurveying.com info@superiorsurveying.com
	DATE: 7/29/2021
JOB NO.: 202010069	

When Recorded, Return to:

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

RESOLUTION NO. 73-21

RESOLUTION OF THE COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, ACCEPTING A PETITION, WAIVER AND CONSENT TO FORMATION OF A MAINTENANCE IMPROVEMENT DISTRICT BY THE CITY OF BUCKEYE; DECLARING THE INTENTION TO FORM A MAINTENANCE IMPROVEMENT DISTRICT; DESIGNATING SUCH DISTRICT AS “CITY OF BUCKEYE MAINTENANCE IMPROVEMENT DISTRICT NO. 2020-MID-005”; AND PROVIDING FOR THE ANNUAL LEVY OF TAXES OR AN ANNUAL ASSESSMENT AGAINST THE LOTS WITHIN THE DISTRICT IN PROPORTION TO THE BENEFITS RECEIVED.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, as follows:

Section 1. Acceptance and Findings. A Petition for the formation of the City of Buckeye Maintenance Improvement District No. 2020-MID-005 to operate, maintain, repair and improve Parkings, Parkways, Retention Basins and Detention Basins within, adjacent to, or that serve the District, as it now exists or is hereafter dedicated, constructed, modified or enlarged, and public Landscaping, street lights, all headwalls, pumps, piping, canals, washes, ditches, storm drain inlets, scuppers, dry wells, and other adjuncts and appliances related to such Parkings, Parkways, Retention Basins and Detention Basins has been filed with the Clerk and presented to the Mayor and Council at the meeting at which this Resolution was adopted. 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 Mayor and Council find that the Petition was signed by all of the non-public real property owners in the proposed District, exclusive of mortgagees and other lienholders.

Section 2. Definitions. In this Resolution, the following terms shall have the following meanings:

“*City*” shall mean the City of Buckeye, Arizona.

“*Clerk*” shall mean the Clerk of the City of Buckeye, Arizona located at 530 East Monroe Avenue, Buckeye, Arizona 85326.

“*Detention Basin*” shall mean a flood control structure that captures and diverts stormwater runoff and typically does not retain a permanent pool of water.

“*District*” shall mean the City of Buckeye Maintenance Improvement District No. 2020-MID-005, encompassing the property described in Exhibits A, B, and C attached hereto.

“*Mayor and Council*” shall mean the Mayor and Council of the City.

“*Landscaping*” shall mean trees, plants, grass, ornamental structures, lighting structures and facilities for watering or otherwise maintaining such landscaping that are now in place or hereafter constructed or acquired for beautification of streets within or adjacent to the District.

“*Parking*” shall mean the landscaped public area lying between a sidewalk and the adjacent street.

“*Parkway*” shall mean a street with landscaped sides and/or a landscaped center median and shall also include ornamentation that enhances the beauty of a street.

“*Petition*” shall mean the petition, waiver and consent to formation of a municipal parkway maintenance improvement district by the City 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 any political subdivision or 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.

“*Retention Basin*” shall mean a stormwater control structure that captures and retains stormwater runoff and typically retains a permanent pool of water.

“*Work*” shall mean the operation, maintenance, repair and improvement of Parkings, Parkways, Retention Basins and Detention Basins within, adjacent to, or that serve the District, as it now exists or is hereafter dedicated, constructed, modified or enlarged, and public Landscaping, street lights, all headwalls, pumps, piping, canals, washes, ditches, storm drain inlets, scuppers, dry wells, and other adjuncts and appliances related to such Parkings, Parkways, Retention Basins and Detention Basins.

Section 3. Declaration of Intention to Order Formation of the District. The public interest and convenience require and it is the intention of the Mayor and Council to order the Work through formation of the District pursuant to Title 48, Chapter 4, Article 2, Arizona Revised Statutes. The District’s sole purpose shall be for the operation, maintenance, repair and improvement of Parkings, Parkways, Retention Basins and Detention Basins within, adjacent to, or that serve the District, as it now exists or is hereafter dedicated, constructed, modified or enlarged, and public Landscaping, street lights, all headwalls, pumps, piping, canals, washes, ditches, storm drain inlets, scuppers, dry wells, and other adjuncts and appliances related to such Parkings, Parkways, Retention Basins and Detention Basins. For purposes of this Resolution and

of all resolutions, ordinances and notices pertaining hereto, the District shall be known as, and is hereby designated, “City of Buckeye Maintenance Improvement District No. 2020-MID-005”.

Section 4. Omission of Public Property from District. Any Public Property or property owned by a homeowners’ association that is included within the District shall be omitted from all assessments or taxes hereafter to be made with respect to the District. Additionally, any public streets, avenues, alleys, or public easements hereafter dedicated to public use shall become exempt after such dedication.

Section 5. Statutory Authority. All proceedings pertaining to the District shall be done under and as authorized by Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and all amendments thereto including, without limitation, Section 48-574.

Section 6. Protests and Objections to Extent of District. In the Petition, the signer has 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 exclusive of mortgagees and other lienholders have signed the Petition, and the Mayor and Council find as a fact that all such property owners within the District have signed such Petition. Therefore, no publication or posting of any notice pertaining to formation of the District will be made.

Section 7. Engineer’s Estimate. The District’s sole purpose will be for the operation, maintenance, repair and improvement of Parkings, Parkways, Retention Basins and Detention Basins within, adjacent to, or that serve the District, and public Landscaping, street lights, all headwalls, pumps, piping, canals, washes, ditches, storm drain inlets, scuppers, dry wells, and other adjuncts and appliances related to such Parkings, Parkways, Retention Basins and Detention Basins. No engineer’s estimate, plans, or specifications have been filed with the Clerk. In the Petition, the signer specifically waived the filing of an engineer’s estimate, plans, or specifications.

Section 8. 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 9. 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, this 5th day of October, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

Attachments

Exhibit A: Legal Description

Exhibit B: Assessor's Parcel Numbers and Owner's Name

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. 73-21 was duly passed by the Mayor and City Council of the City of Buckeye, Arizona, at a regular meeting held on October 5, 2021, and the vote was _____ aye's, _____ nay's, _____ abstained and _____ were absent and that the Mayor and _____ Council Members were present thereat.

DATED: October 5, 2021.

Lucinda J. Aja, City Clerk

**EXHIBIT A
LEGAL DESCRIPTION FOR CITY OF BUCKEYE
MAINTENANCE IMPROVEMENT DISTRICT
NO. 2020-MID-005, ALGODON**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3-INCH BRASS CAP IN HANDHOLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 28, FROM WHICH A 3-INCH BRASS CAP IN HANDHOLE MARKING THE WEST QUARTER CORNER OF SAID SECTION 28 BEARS NORTH 00 DEGREES 09 MINUTES 30 SECONDS EAST 2,642.17 FEET;
THENCE NORTH 00 DEGREES 09 MINUTES 30 SECONDS EAST 2,311.75 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER;
THENCE SOUTH 89 DEGREES 50 MINUTES 30 SECONDS EAST 65.00 FEET;
THENCE SOUTH 89 DEGREES 28 MINUTES 41 SECONDS EAST 635.01 FEET;
THENCE NORTH 00 DEGREES 09 MINUTES 30 SECONDS EAST 30.00 FEET;
THENCE SOUTH 89 DEGREES 52 MINUTES 41 SECONDS EAST 30.04 FEET;
THENCE SOUTH 00 DEGREES 13 MINUTES 16 SECONDS WEST 27.15 FEET;
THENCE SOUTH 10 DEGREES 47 MINUTES 59 SECONDS EAST 103.78 FEET;
THENCE SOUTH 36 DEGREES 43 MINUTES 17 SECONDS WEST 41.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 04 DEGREES 19 MINUTES 49 SECONDS WEST 30.01 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 39 MINUTES 37 SECONDS AN ARC LENGTH OF 30.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 02 DEGREES 41 MINUTES 07 SECONDS EAST 27.11 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28 DEGREES 32 MINUTES 17 SECONDS AN ARC LENGTH OF 27.39 FEET;
THENCE SOUTH 17 DEGREES 02 MINUTES 32 SECONDS EAST 378.65 FEET;
THENCE NORTH 76 DEGREES 49 MINUTES 47 SECONDS EAST 473.03 FEET;
THENCE SOUTH 89 DEGREES 29 MINUTES 16 SECONDS EAST 311.70 FEET;
THENCE SOUTH 00 DEGREES 20 MINUTES 29 SECONDS WEST 1,795.17 FEET;
THENCE SOUTH 00 DEGREES 23 MINUTES 15 SECONDS WEST 75.00 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER;
THENCE NORTH 89 DEGREES 36 MINUTES 45 SECONDS WEST 1,606.59 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

COMPRISING 76.142 ACRES OR 3,316,746 SQUARE FEET MORE OR LESS, SUBJECT TO ALL EASEMENTS OF RECORD.



SUPERIOR
SURVEYING SERVICES, INC.

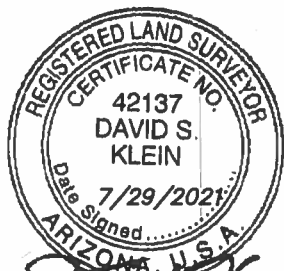
2122 W. Lone Cactus Dr.
Ste. 11, Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 7/29/2021

JOB NO.: 202010069

EXHIBIT B
ASSESSOR PARCEL NUMBERS FOR CITY OF BUCKEYE
MAINTENANCE IMPROVEMENT DISTRICT
NO. 2020-MID-005, ALGODON

ASSESSOR PARCEL NUMBER	OWNER
504-41-716	MDAI COTTON MEADOWS, LLC
504-41-717	MDAI COTTON MEADOWS, LLC




SUPERIOR
 SURVEYING SERVICES, INC.

2122 W. Lone Cactus Dr.
 Ste. 11, Phoenix, AZ 85027
 623-869-0223 (office)
 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 7/29/2021

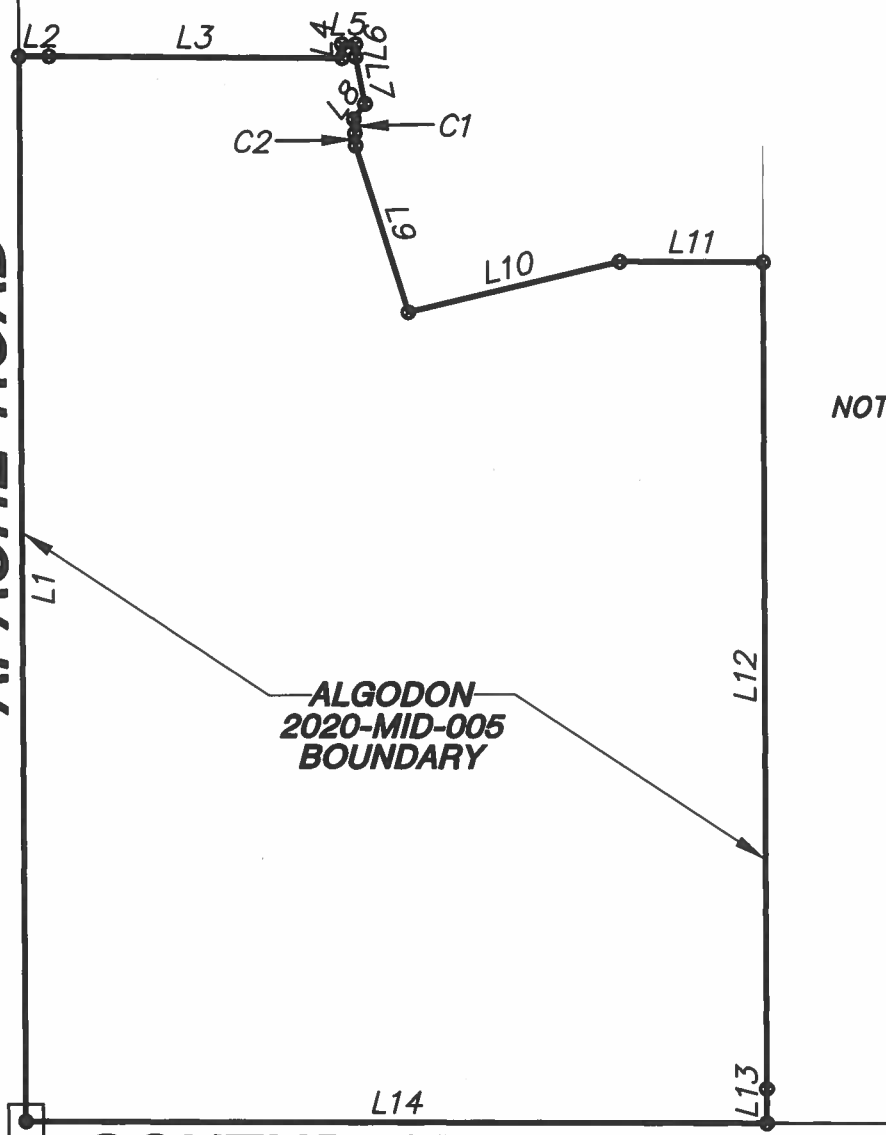
JOB NO.: 202010069

WEST 1/4 CORNER SECTION 28, T-1N, R-3W
FOUND 3" BRASS CAP IN HANDHOLE

**ROESER
ROAD**

EXHIBIT C
BOUNDARY MAP CITY OF BUCKEYE
MAINTENANCE IMPROVEMENT DISTRICT
NO. 2020-MID-005, ALGODON

APACHE ROAD



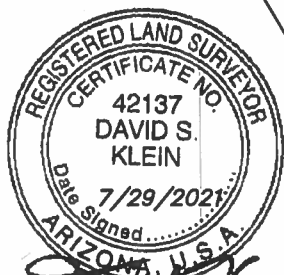
NOT TO SCALE

RIATA WEST UNIT 1
BK. 842, PG. 16, M.C.R.

**ALGODON
2020-MID-005
BOUNDARY**

SOUTHERN AVENUE

SOUTHWEST CORNER SECTION 28, T-1N, R-3W
FOUND 3" BRASS CAP IN HANDHOLE



SHEET 1 OF 2

SUPERIOR
SURVEYING SERVICES, INC.

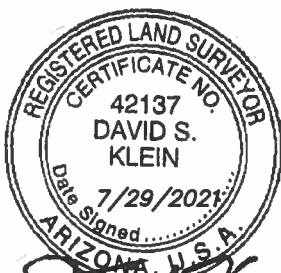
2122 W. Lone Cactus Dr.
Ste. 11, Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 7/29/2021

JOB NO.: 202010069

LINE TABLE		
LINE	BEARINGS	LENGTH
L1	N 00°10'15" E	2311.75'
L2	S 89°49'45" E	65.00'
L3	S 89°27'57" E	635.01'
L4	N 00°10'15" E	30.00'
L5	S 89°51'56" E	30.04'
L6	S 00°14'01" W	27.15'
L7	S 10°47'14" E	103.78'
L8	S 36°44'01" W	41.58'
L9	S 17°01'47" E	378.65'
L10	N 76°50'31" E	473.03'
L11	S 89°28'32" E	311.70'
L12	S 00°21'14" W	1795.17'
L13	S 00°23'59" W	75.00'
L14	N 89°36'01" W	1606.60'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	55.00'	31°39'37"	30.39'	N04°19'04"W	30.01'
C2	55.00'	28°32'17"	27.39'	S02°40'22"E	27.11'



SHEET 2 OF 2

	2122 W. Lone Cactus Dr. Ste. 11, Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) www.superiorsurveying.com info@superiorsurveying.com
	DATE: 7/29/2021
JOB NO.: 202010069	

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

MEETING DATE: 10/05/21	AGENDA ITEM: 6.M. Resolution No. 74-21 Ordering the Work and Formation 2020-MID-005 Algodon
DATE PREPARED: 09/30/21	DISTRICT NO.: 1,3
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. 74-21 ordering the work as described in Resolution No. 73-21; ordering the formation of City of Buckeye Maintenance Improvement District No. 2020-MID-005.

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:

Maintenance Improvement Districts (MIDs) are formed in the City of Buckeye in accordance with Chapter 20 of City Code to assess the owners within a development for the cost of maintenance of the landscaping along the rights-of-ways, as well as retention and detention within a MID. MIDs are not activated unless the development's owners should fail or the homeowner association (HOA) would otherwise go out of business, since the owner is charged with that maintenance responsibility; however, the MID is standing by as a protection for the City to ensure that there is adequate revenue to take on the maintenance.

BENEFITS:

MIDs ensure that only the owners that benefit from the improvements to their community pay for that service. Having the costs of maintenance, repair and improvement of parkways and parkings within a MID borne by the owners in the MID ensures that the revenue needed to fund these costs is always in place. Both Street Lighting Improvement Districts (SLIDs) and 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

FUTURE ACTION:

This 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 standing by on the tax rolls for fiscal year 2021-22.

FINANCIAL IMPACT STATEMENT:

There will be no financial impact until such time that the MID is activated, which would occur in the event of the failure of the Homeowners Association.

CURRENT FISCAL YEAR TOTAL COST:

N/A

BUDGETED:

Yes

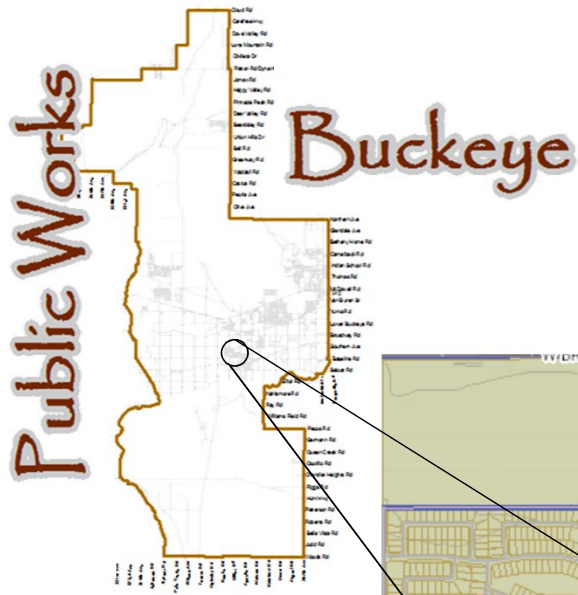
Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

[2020-MID-005 Vicinity Map.pptx](#)

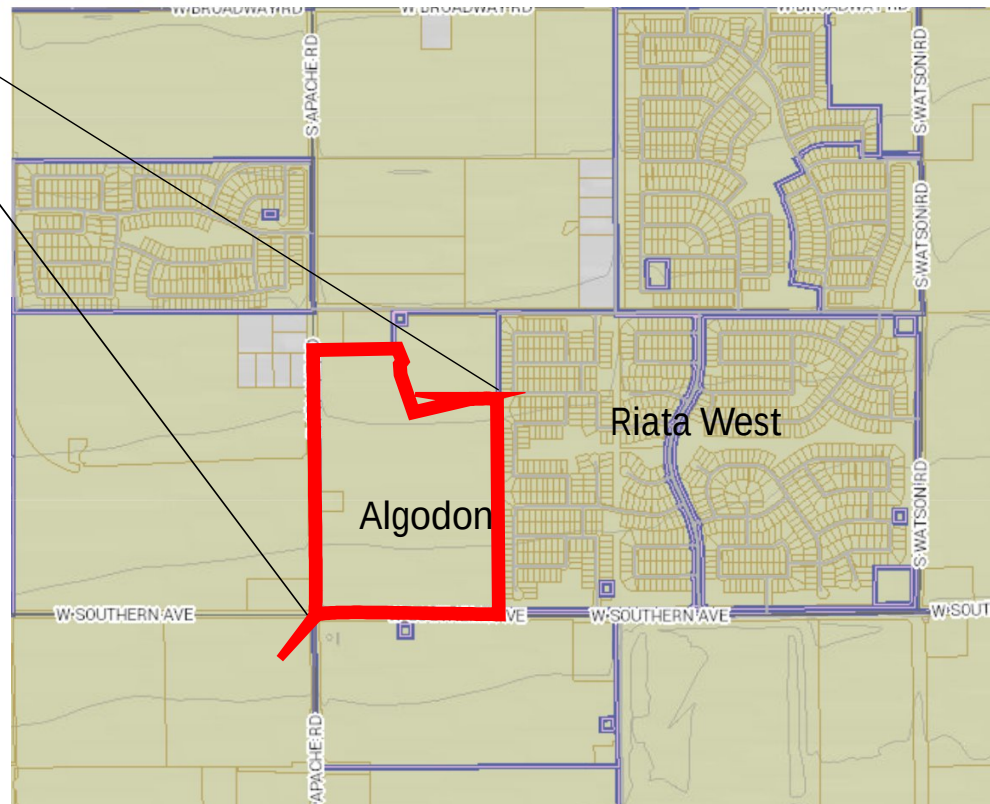
[PET - 2020-MID-005 - Algodon - Petitioner executed version.pdf](#)

[RES 74-21 - 2020-MID-005 Ordering the Work for MID.pdf](#)



2020- MID-005

Algodon Community



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
 MAINTENANCE IMPROVEMENT DISTRICT
 BY THE CITY OF BUCKEYE**

**ALGODON
2020-MID-005**

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 property owner (the "*Petitioner*") respectfully petitions the Mayor and City Council (the "*City Council*") of the City of Buckeye, Arizona (the "*City*") to order the formation of a residential municipal maintenance improvement district under the Improvement District Law. In support of this Petition, Waiver and Consent to Formation of a Maintenance Improvement District by the City of Buckeye (this "*Petition*"), the Petitioner agrees to waive certain rights under the Improvement District Law and hereby consents to the formation of a residential municipal maintenance improvement district encompassing the land shown on Exhibits A, B, and C, attached hereto and incorporated by reference herein.

1. Name of District. The Petitioner hereby requests the proposed district to be named the "City of Buckeye Maintenance Improvement District No. 2020-MID-005" (the "*District*").

2. Area of District. The property comprising the proposed District is described by a legal description, Assessor's parcel number, and a map or plat of the area, all as set forth in Exhibits A, B, and C. The proposed District consists of an aggregate of 76.142 acres which are entirely within the corporate boundaries of the City. The Petitioner respectfully requests that the land 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 Petitioner is the sole owner of all non-public real property within the proposed District.

4. Purpose. The District is proposed to be formed for the purpose of providing for operation, maintenance, repair and improvement of parkings, parkways, retention basins and detention basins within, adjacent to, or that serve the District, and public landscaping, street lights, all headwalls, pumps, piping, canals, washes, ditches, storm drain inlets, scuppers, dry wells, and other adjuncts and appliances related to such parkings, parkways, retention basins and detention basins. To enhance such purposes the Petitioner grants to the City the public use of all such parkings, parkways, retention basins and detention basins and access thereto across the Petitioner's property to carry out all District purposes.

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 annual special assessment upon all of the non-public real property within the District.

6. Fees and Reimbursement. The Petitioner has paid all application fees for the formation of the District and further agrees 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. Document Requirements. The Petitioner has previously submitted the following documents to the City's Public Works Department:

- a) Street landscaping layout plans.
- b) One 24" x 36" copy of the District diagram showing each lot or parcel.
- c) A metes and bounds legal description of the District boundary, accompanied by a list of Assessor's parcel number(s) within the proposed District and a map showing the District boundary (with back-up material showing that the boundary closes, as necessary).

The Petitioner or the Petitioner's engineer will submit the following documents to the City's Public Works Department concurrently with the submission of this fully executed Petition:

- a) Proof of payment of the District application fees.
- b) Two 8-1/2" x 11" recordable copies of a legal description of the District boundary and a map showing the District boundary.

8. Expansion of or Annexation to the District. The Petitioner waives any objection to, or protest against, any future enlargement or enlargements of the District and also waives 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 Petitioner further waives any objection to, or protest against, the consolidation of the District with any other similar district or districts.

9. Waiver and Consent. The Petitioner, with full knowledge of its rights being waived hereunder, hereby expressly waives:

- 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 the resolution of intention and the notice of proposed improvements pursuant to A.R.S. § 48-578;
- 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 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 Petitioner now within the proposed boundaries of the District.

10. Expenses. The Petitioner hereby petitions the City Council to provide for the expenses of the District by assessment of the total sum upon the several lots, each respectively in proportion to the benefits to be received by each lot within the District, pursuant to A.R.S. § 48-574(D). The Petitioner further requests that no publicly owned land or property owned by a homeowners' association shall be liable to pay any expenses of the District. The Petitioner hereby agrees that each non-public parcel within the property proposed to be included in the District receives the same benefits as each other non-public parcel proposed to be included in the District.

11. 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.

12. Public Benefit. The operation, maintenance, repair and improvements of parkings, parkways, retention basins and detention basins within, adjacent to, or serving the District is of more than local or ordinary public benefit and the costs and expense thereof should be charged against the property within the District, all of which will benefit thereby.

13. Successors and Assigns. To the extent permitted by law, this Petition shall be binding on all successors or assigns of the Petitioner who hereafter own or have an interest in the property described in Exhibits A, B, and C attached hereto.

14. 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.

The Petitioner hereby requests 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.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned representative of the Petitioner has executed this Petition as of the date shown below.

MDAI COTTON MEADOWS, LLC,
an Arizona limited liability company

wtv ia video conference. wt

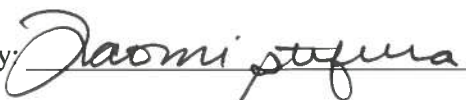
By: Melcor Developments Arizona Inc.,
an Arizona corporation,
Its: Sole member

By: 

Name: Darin Rayburn

Title: President

Date: SEP 22 2021, 2021

By: 

Name: Naomi Stefura

Title: Secretary - Treasurer

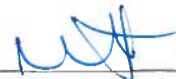
Date: SEP 22 2021, 2021

PROVINCE OF ALBERTA)
) ss.
CITY OF EDMONTON)

The foregoing instrument was acknowledged before me this 22 day of September, 2021, by Megan Harris, the Agent/Lawyer of MELCOR DEVELOPMENTS ARIZONA INC., an Arizona corporation, the sole member of MDAI Cotton Meadows, LLC, an Arizona limited liability company.

Witness my hand and official seal.

Notary Public


Megan B. Harris
Barrister & Solicitor

My Commission Expires: _____

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

IN WITNESS WHEREOF, the undersigned representative of the Petitioner has executed this Petition as of the date shown below.

MDAI COTTON MEADOWS, LLC,
an Arizona limited liability company

mt via video conference. mt

By: [Signature]

Name: Darin Rayburn

Title: President

Date: SEP 22 2021, 2021

By: Melcor Developments Arizona Inc.,
an Arizona corporation,
Its: Sole member

By: [Signature]

Name: Naomi Stefura

Title: Secretary - Treasurer

Date: SEP 22 2021, 2021

PROVINCE OF ALBERTA)
) ss.
CITY OF EDMONTON)

The foregoing instrument was acknowledged before me this 22 day of September 2021, by Megan Harris, the Agent/Manager of MELCOR DEVELOPMENTS ARIZONA INC., an Arizona corporation, the sole member of MDAI Cotton Meadows, LLC, an Arizona limited liability company.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires: _____

Megan B. Harris
Barrister & Solicitor

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

EXHIBIT A
LEGAL DESCRIPTION FOR CITY OF BUCKEYE
MAINTENANCE IMPROVEMENT DISTRICT
NO. 2020-MID-005, ALGODON

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3-INCH BRASS CAP IN HANDHOLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 28, FROM WHICH A 3-INCH BRASS CAP IN HANDHOLE MARKING THE WEST QUARTER CORNER OF SAID SECTION 28 BEARS NORTH 00 DEGREES 09 MINUTES 30 SECONDS EAST 2,642.17 FEET;
 THENCE NORTH 00 DEGREES 09 MINUTES 30 SECONDS EAST 2,311.75 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER;
 THENCE SOUTH 89 DEGREES 50 MINUTES 30 SECONDS EAST 65.00 FEET;
 THENCE SOUTH 89 DEGREES 28 MINUTES 41 SECONDS EAST 635.01 FEET;
 THENCE NORTH 00 DEGREES 09 MINUTES 30 SECONDS EAST 30.00 FEET;
 THENCE SOUTH 89 DEGREES 52 MINUTES 41 SECONDS EAST 30.04 FEET;
 THENCE SOUTH 00 DEGREES 13 MINUTES 16 SECONDS WEST 27.15 FEET;
 THENCE SOUTH 10 DEGREES 47 MINUTES 59 SECONDS EAST 103.78 FEET;
 THENCE SOUTH 36 DEGREES 43 MINUTES 17 SECONDS WEST 41.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 04 DEGREES 19 MINUTES 49 SECONDS WEST 30.01 FEET;
 THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 39 MINUTES 37 SECONDS AN ARC LENGTH OF 30.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 02 DEGREES 41 MINUTES 07 SECONDS EAST 27.11 FEET;
 THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28 DEGREES 32 MINUTES 17 SECONDS AN ARC LENGTH OF 27.39 FEET;
 THENCE SOUTH 17 DEGREES 02 MINUTES 32 SECONDS EAST 378.65 FEET;
 THENCE NORTH 76 DEGREES 49 MINUTES 47 SECONDS EAST 473.03 FEET;
 THENCE SOUTH 89 DEGREES 29 MINUTES 16 SECONDS EAST 311.70 FEET;
 THENCE SOUTH 00 DEGREES 20 MINUTES 29 SECONDS WEST 1,795.17 FEET;
 THENCE SOUTH 00 DEGREES 23 MINUTES 15 SECONDS WEST 75.00 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER;
 THENCE NORTH 89 DEGREES 36 MINUTES 45 SECONDS WEST 1,606.59 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

COMPRISING 76.142 ACRES OR 3,316,746 SQUARE FEET MORE OR LESS, SUBJECT TO ALL EASEMENTS OF RECORD.



SUPERIOR
 SURVEYING SERVICES, INC.

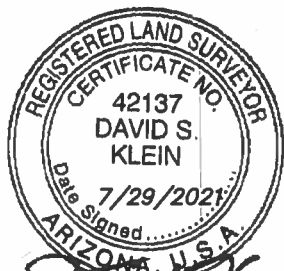
2122 W. Lone Cactus Dr.
 Ste. 11, Phoenix, AZ 85027
 623-869-0223 (office)
 623-869-0726 (fax)
 www.superiorsurveying.com
 info@superiorsurveying.com

DATE: 7/29/2021

JOB NO.: 202010069

EXHIBIT B
ASSESSOR PARCEL NUMBERS FOR CITY OF BUCKEYE
MAINTENANCE IMPROVEMENT DISTRICT
NO. 2020-MID-005, ALGODON

ASSESSOR PARCEL NUMBER	OWNER
504-41-716	MDAI COTTON MEADOWS, LLC
504-41-717	MDAI COTTON MEADOWS, LLC




SUPERIOR
 SURVEYING SERVICES, INC.

2122 W. Lone Cactus Dr.
 Ste. 11, Phoenix, AZ 85027
 623-869-0223 (office)
 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 7/29/2021

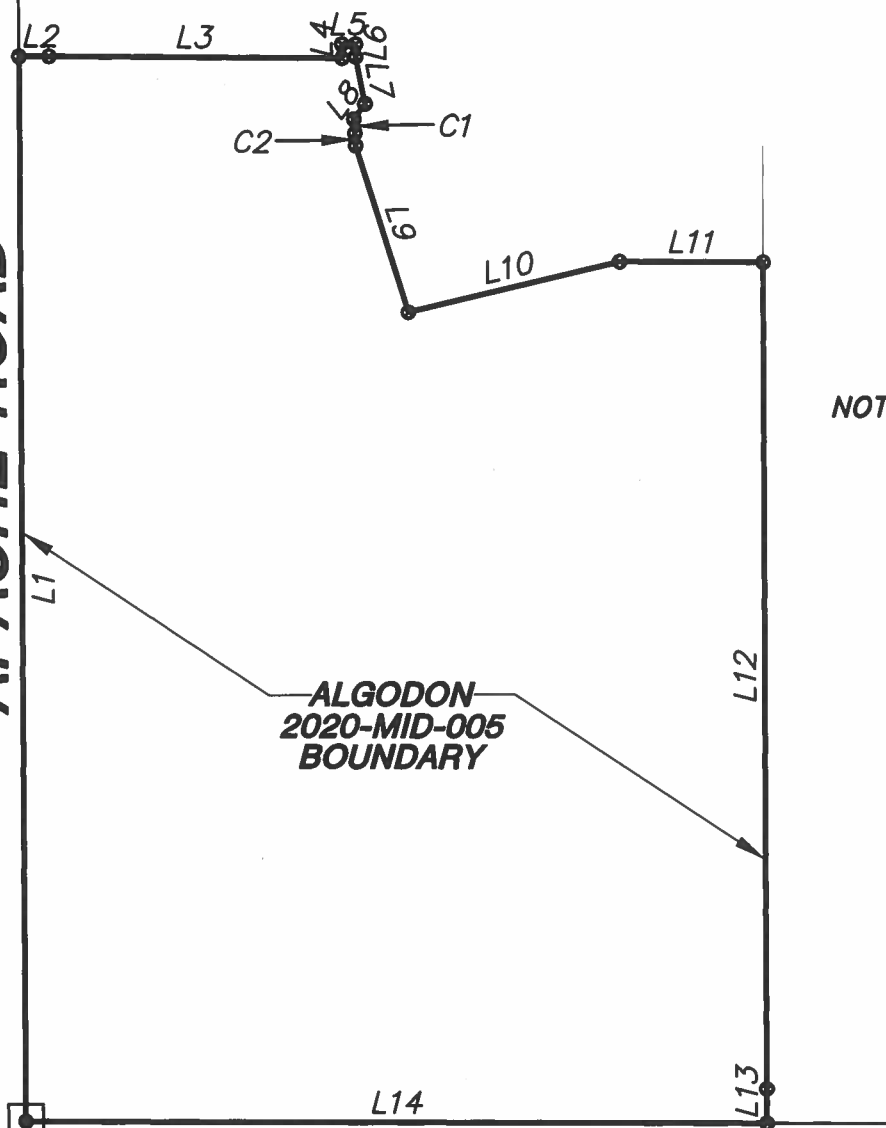
JOB NO.: 202010069

WEST 1/4 CORNER SECTION 28, T-1N, R-3W
FOUND 3" BRASS CAP IN HANDHOLE

**ROESER
ROAD**

EXHIBIT C
BOUNDARY MAP CITY OF BUCKEYE
MAINTENANCE IMPROVEMENT DISTRICT
NO. 2020-MID-005, ALGODON

APACHE ROAD



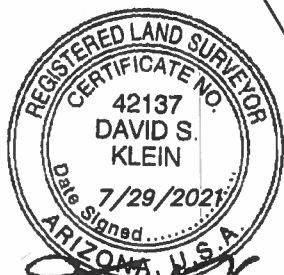
NOT TO SCALE

RIATA WEST UNIT 1
BK. 842, PG. 16, M.C.R.

**ALGODON
2020-MID-005
BOUNDARY**

SOUTHERN AVENUE

SOUTHWEST CORNER SECTION 28, T-1N, R-3W
FOUND 3" BRASS CAP IN HANDHOLE



SHEET 1 OF 2

SUPERIOR
SURVEYING SERVICES, INC.

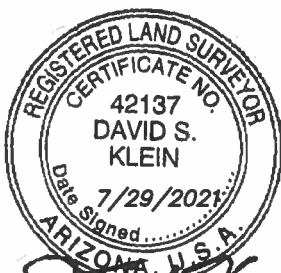
2122 W. Lone Cactus Dr.
Ste. 11, Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 7/29/2021

JOB NO.: 202010069

LINE TABLE		
LINE	BEARINGS	LENGTH
L1	N 00°10'15" E	2311.75'
L2	S 89°49'45" E	65.00'
L3	S 89°27'57" E	635.01'
L4	N 00°10'15" E	30.00'
L5	S 89°51'56" E	30.04'
L6	S 00°14'01" W	27.15'
L7	S 10°47'14" E	103.78'
L8	S 36°44'01" W	41.58'
L9	S 17°01'47" E	378.65'
L10	N 76°50'31" E	473.03'
L11	S 89°28'32" E	311.70'
L12	S 00°21'14" W	1795.17'
L13	S 00°23'59" W	75.00'
L14	N 89°36'01" W	1606.60'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	55.00'	31°39'37"	30.39'	N04°19'04"W	30.01'
C2	55.00'	28°32'17"	27.39'	S02°40'22"E	27.11'



SHEET 2 OF 2

	2122 W. Lone Cactus Dr. Ste. 11, Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) www.superiorsurveying.com info@superiorsurveying.com
	DATE: 7/29/2021
JOB NO.: 202010069	

When Recorded, Return to:

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

RESOLUTION NO. 74-21

**RESOLUTION OF THE COUNCIL OF THE CITY OF BUCKEYE,
ARIZONA, ORDERING THE WORK AS DESCRIBED IN RESOLUTION
NO. 73-21; ORDERING THE FORMATION OF CITY OF BUCKEYE
MAINTENANCE IMPROVEMENT DISTRICT NO. 2020-MID-005.**

WHEREAS, on October 5, 2021, the Mayor and City Council of the City of Buckeye, Arizona (the "*City*") passed and adopted Resolution No. 73-21 (the "*Resolution of Intention*"), which Resolution of Intention declared the Mayor and City Council's intention to form the City of Buckeye Maintenance Improvement District No. 2020-MID-005 (the "*District*"), solely for the purpose of operation, maintenance, repair and improvement of parkings, parkways, retention basins and detention basins within, adjacent to, or that serve the District, as it now exists or is hereafter dedicated, constructed, modified or enlarged, and public landscaping, street lights, all headwalls, pumps, piping, canals, washes, ditches, storm drain inlets, scuppers, dry wells, and other adjuncts and appliances related to such parkings, parkways, retention basins and detention basins (collectively, the "*Work*"); and

WHEREAS, a legal description, Assessor's parcel numbers and a map of the proposed District boundaries are attached hereto as Exhibits A, B, and C and incorporated by reference herein; and

WHEREAS, prior to adoption of the Resolution of Intention, a petition (the "*Petition*") for the formation of the District was presented to this Mayor and City 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 City Council accepted the Petition and 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, all objections to the extent of the District, and all publication, posting and mailing of the Resolution of Intention and this Resolution; and

WHEREAS, pursuant to A.R.S. §§ 48-574 and -579, the Mayor and City Council hereby find and determine that they have jurisdiction to order the Work of operation, maintenance, repair and improvement of parkings, parkways, retention basins and detention basins and public landscaping, street lights, all headwalls, pumps, piping, canals, washes, ditches, storm drain inlets, scuppers, dry wells, and other adjuncts and appliances related to such parkings, parkways,

retention basins and detention basins that are or hereafter will be within or adjacent to the District as it is described in the Resolution of Intention or is hereafter modified or enlarged, and by this Resolution order the formation of the District described in the Resolution of Intention;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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, the Work as described in the Resolution of Intention is hereby ordered and the formation of the City of Buckeye Maintenance Improvement District No. 2020-MID-005 is hereby ordered. The legal description, Assessor's parcel numbers and boundary map of the District are set forth in Exhibits A, B, and C.

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, if any, 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 an incorporated city's 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 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 City Council. As provided in A.R.S. § 48-574, 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 within ten (10) days of the adoption of this Resolution. 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, as required by 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 assessments 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 City Council hereby request that the Director of the Department extend the deadline prescribed by A.R.S. § 42-17257 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, this 5th day of October, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

Attachments

Exhibit A: Legal Description
Exhibit B: Assessor's Parcel Numbers and Owner's Name
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. 74-21 was duly passed by the Mayor and Council of the City of Buckeye, Arizona, at a regular meeting held on October 5, 2021, and the vote was ____ aye's, ____ nay's, ____ abstained and ____ were absent and that the Mayor and ____ Council Members were present thereat.

DATED: October 5, 2021.

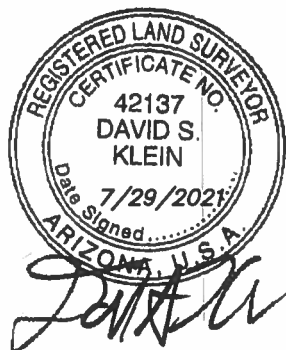
Lucinda J. Aja, City Clerk

EXHIBIT A
LEGAL DESCRIPTION FOR CITY OF BUCKEYE
MAINTENANCE IMPROVEMENT DISTRICT
NO. 2020-MID-005, ALGODON

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3-INCH BRASS CAP IN HANDHOLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 28, FROM WHICH A 3-INCH BRASS CAP IN HANDHOLE MARKING THE WEST QUARTER CORNER OF SAID SECTION 28 BEARS NORTH 00 DEGREES 09 MINUTES 30 SECONDS EAST 2,642.17 FEET;
 THENCE NORTH 00 DEGREES 09 MINUTES 30 SECONDS EAST 2,311.75 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER;
 THENCE SOUTH 89 DEGREES 50 MINUTES 30 SECONDS EAST 65.00 FEET;
 THENCE SOUTH 89 DEGREES 28 MINUTES 41 SECONDS EAST 635.01 FEET;
 THENCE NORTH 00 DEGREES 09 MINUTES 30 SECONDS EAST 30.00 FEET;
 THENCE SOUTH 89 DEGREES 52 MINUTES 41 SECONDS EAST 30.04 FEET;
 THENCE SOUTH 00 DEGREES 13 MINUTES 16 SECONDS WEST 27.15 FEET;
 THENCE SOUTH 10 DEGREES 47 MINUTES 59 SECONDS EAST 103.78 FEET;
 THENCE SOUTH 36 DEGREES 43 MINUTES 17 SECONDS WEST 41.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 04 DEGREES 19 MINUTES 49 SECONDS WEST 30.01 FEET;
 THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 39 MINUTES 37 SECONDS AN ARC LENGTH OF 30.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 02 DEGREES 41 MINUTES 07 SECONDS EAST 27.11 FEET;
 THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28 DEGREES 32 MINUTES 17 SECONDS AN ARC LENGTH OF 27.39 FEET;
 THENCE SOUTH 17 DEGREES 02 MINUTES 32 SECONDS EAST 378.65 FEET;
 THENCE NORTH 76 DEGREES 49 MINUTES 47 SECONDS EAST 473.03 FEET;
 THENCE SOUTH 89 DEGREES 29 MINUTES 16 SECONDS EAST 311.70 FEET;
 THENCE SOUTH 00 DEGREES 20 MINUTES 29 SECONDS WEST 1,795.17 FEET;
 THENCE SOUTH 00 DEGREES 23 MINUTES 15 SECONDS WEST 75.00 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER;
 THENCE NORTH 89 DEGREES 36 MINUTES 45 SECONDS WEST 1,606.59 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

COMPRISING 76.142 ACRES OR 3,316,746 SQUARE FEET MORE OR LESS, SUBJECT TO ALL EASEMENTS OF RECORD.




SUPERIOR
 SURVEYING SERVICES, INC.

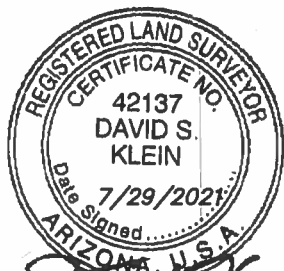
2122 W. Lone Cactus Dr.
 Ste. 11, Phoenix, AZ 85027
 623-869-0223 (office)
 623-869-0726 (fax)
 www.superiorsurveying.com
 info@superiorsurveying.com

DATE: 7/29/2021

JOB NO.: 202010069

EXHIBIT B
ASSESSOR PARCEL NUMBERS FOR CITY OF BUCKEYE
MAINTENANCE IMPROVEMENT DISTRICT
NO. 2020-MID-005, ALGODON

ASSESSOR PARCEL NUMBER	OWNER
504-41-716	MDAI COTTON MEADOWS, LLC
504-41-717	MDAI COTTON MEADOWS, LLC




SUPERIOR
 SURVEYING SERVICES, INC.

2122 W. Lone Cactus Dr.
 Ste. 11, Phoenix, AZ 85027
 623-869-0223 (office)
 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

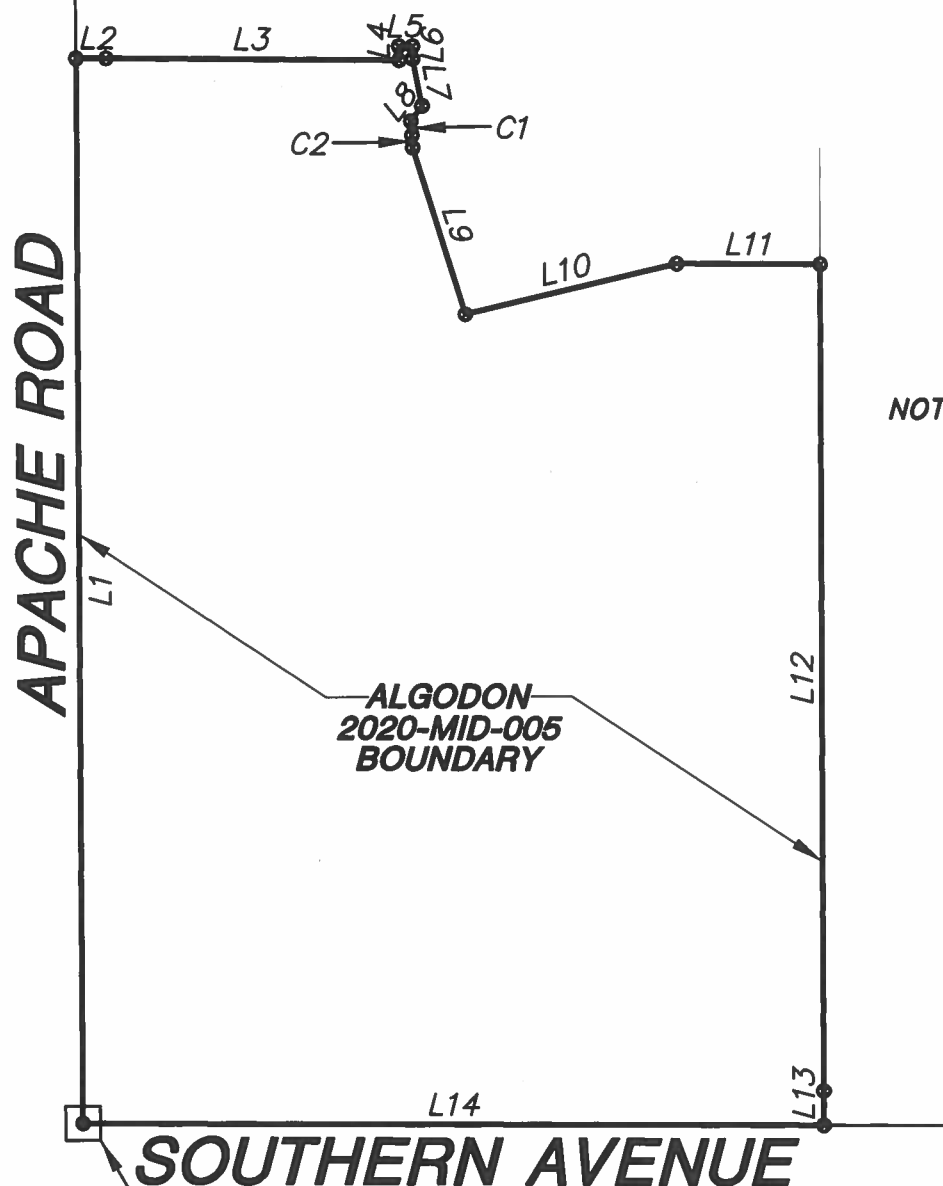
DATE: 7/29/2021

JOB NO.: 202010069

WEST 1/4 CORNER SECTION 28, T-1N, R-3W
FOUND 3" BRASS CAP IN HANDHOLE

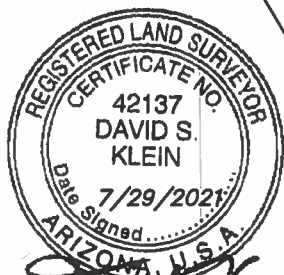
ROESER
ROAD

EXHIBIT C
BOUNDARY MAP CITY OF BUCKEYE
MAINTENANCE IMPROVEMENT DISTRICT
NO. 2020-MID-005, ALGODON



NOT TO SCALE

RIATA WEST UNIT 1
BK. 842, PG. 16, M.C.R.



SOUTHERN AVENUE

SOUTHWEST CORNER SECTION 28, T-1N, R-3W
FOUND 3" BRASS CAP IN HANDHOLE

SHEET 1 OF 2



SUPERIOR
SURVEYING SERVICES, INC.

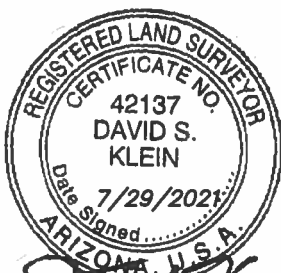
2122 W. Lone Cactus Dr.
Ste. 11, Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 7/29/2021

JOB NO.: 202010069

LINE TABLE		
LINE	BEARINGS	LENGTH
L1	N 00°10'15" E	2311.75'
L2	S 89°49'45" E	65.00'
L3	S 89°27'57" E	635.01'
L4	N 00°10'15" E	30.00'
L5	S 89°51'56" E	30.04'
L6	S 00°14'01" W	27.15'
L7	S 10°47'14" E	103.78'
L8	S 36°44'01" W	41.58'
L9	S 17°01'47" E	378.65'
L10	N 76°50'31" E	473.03'
L11	S 89°28'32" E	311.70'
L12	S 00°21'14" W	1795.17'
L13	S 00°23'59" W	75.00'
L14	N 89°36'01" W	1606.60'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	55.00'	31°39'37"	30.39'	N04°19'04"W	30.01'
C2	55.00'	28°32'17"	27.39'	S02°40'22"E	27.11'



SHEET 2 OF 2

	2122 W. Lone Cactus Dr. Ste. 11, Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) www.superiorsurveying.com info@superiorsurveying.com
	DATE: 7/29/2021

JOB NO.: 202010069

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 10/05/21	AGENDA ITEM: 6.N. Resolution No. 77-21 approving and ratifying the Subcontract among the United States, the Central Arizona Water Conservation District and the City of Buckeye providing for water service and ratifying the City Manager's execution and delivery of the Subcontract on behalf of the City
DATE PREPARED: 09/30/21	DISTRICT NO.: All
STAFF LIAISON: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Resolution No. 77-21 approving and ratifying City Council's July 6, 2021 approval of the Subcontract among the United States Bureau of Reclamation, the Central Arizona Water Conservation District and the City of Buckeye providing for water service; and authorizing the City Manager to execute and deliver said Subcontract on behalf of the City.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

SUMMARY

PROJECT DESCRIPTION:

The Subcontract with the Bureau of Reclamation ("BOR") for Central Arizona Project ("CAP") to supply water to the City was approved by the City Council on July 6, 2021, by way of motion. The Subcontract was then originally processed and signed by the Mayor via AdobeSign. However, the BOR required an ink signature, which was obtained from the City Manager and the City needs to ratify the City Manager's execution and delivery of the Subcontract on behalf of the City. The next step in the process is for the Subcontract to be validated by the Superior Court. This validation process, pursuant to A.R.S. § 48-3731, requires a resolution approving the Subcontract. Resolution No. 77-21 will satisfy the statute and signature requirements necessary for court validation as required by the Subcontract.

BENEFITS:

This will provide the necessary authorization by way of Resolution for court validation of the Subcontract and ratify the City Manager's execution and delivery of the Subcontract on behalf of the City.

FUTURE ACTION:

None

FINANCIAL IMPACT STATEMENT:

N/A

CURRENT FISCAL YEAR TOTAL COST:

N/A

BUDGETED:

Yes

FISCAL YEAR:

2021

FUND/DEPARTMENT:

N/A

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

ATTACHMENTS:

[RES 77-21 Subcontract with BOR re CAP Water.pdf](#)

RESOLUTION NO. 77-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING AND RATIFYING CITY COUNCIL'S JULY 6, 2021, APPROVAL OF THE SUBCONTRACT AMONG THE UNITED STATES BUREAU OF RECLAMATION, THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT AND THE CITY OF BUCKEYE PROVIDING FOR WATER SERVICE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER SAID SUBCONTRACT ON BEHALF OF THE CITY.

WHEREAS, the City of Buckeye, Arizona ("City") is a water user located in Maricopa County, Arizona, who has contracted for delivery of water from the Central Arizona Project ("CAP"); and,

WHEREAS, A.R.S. § 48-3714 authorizes the City to enter into long-term contracts with the Central Arizona Water Conservation District ("CAWCD") and the United States through the Secretary of the Interior ("Secretary") on behalf of the Bureau of Reclamation for the delivery of water from the CAP and the payment of the costs of such delivery; and,

WHEREAS, on July 6, 2021, the City Council approved and authorized the City to enter that certain Subcontract Among the United States, the Central Arizona Water Conservation District and the City of Buckeye Providing for Water Service (the "Subcontract"), a copy of which Subcontract is attached as **Exhibit A** and is incorporated herein by this reference; and,

WHEREAS, the Subcontract requires, in part, that the City seek and obtain a final decree of the proper court of the State of Arizona approving and confirming the Subcontract and decreeing and adjudging it to be lawful, valid, and binding on the City; and,

WHEREAS, A.R.S. § 48-3731, provides a process for the City to petition the Superior Court to determine the validity of the Subcontract, which process requires the City to approve the Subcontract by way of Resolution; and,

WHEREAS, by way of this Resolution, the City desires to approve and ratify its decision on July 6, 2021, authorizing the City to enter into the Subcontract as well as authorizing and ratifying the City Manager's execution and delivery of the Subcontract on behalf of the City.

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 and ratify the Subcontract among the United States, the Central Arizona Water Conservation District and the City of Buckeye Providing for Water Service and further ratify the City Manager's execution and delivery of the Subcontract on behalf of the City.

Section 3. The City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents, court pleadings and other necessary or desirable instruments connected with and required by the Subcontract 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 5th day of October, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

EXHIBIT A

[Subcontract]

[See following pages]

ORIGINAL

NIA Subcontract No. 21-XX-30-W0701

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

CENTRAL ARIZONA PROJECT

1. PREAMBLE:

THIS SUBCONTRACT, made this 20th day of September, 2021, in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, including but not limited to the Boulder Canyon Project Act of December 21, 1928 (45 Stat. 1057), as amended, the Reclamation Project Act of August 4, 1939 (53 Stat. 1187), as amended, the Reclamation Reform Act of October 12, 1982 (96 Stat. 1263), and particularly the Colorado River Basin Project Act of September 30, 1968 (82 Stat. 885), as amended, and the Arizona Water Settlements Act (118 Stat. 3478) ("AWSA"), all collectively hereinafter referred to as the "Federal Reclamation Laws," among the UNITED STATES OF AMERICA, hereinafter referred to as the "United States" or "Contracting Officer" acting through the Secretary of the Interior, hereinafter referred to as "Secretary", the CENTRAL ARIZONA WATER CONSERVATION DISTRICT, hereinafter referred to as the "Contractor," a water conservation district organized under the laws of Arizona, with its principal place of business in Phoenix, Arizona, and the CITY OF BUCKEYE hereinafter referred to as the "Subcontractor," with its principal place of business in Buckeye, Arizona;

1 **WITNESSETH, THAT:**

2 **2. EXPLANATORY RECITALS:**

3 **WHEREAS**, the Colorado River Basin Project Act provides, among other
4 things, that for the purposes of furnishing irrigation and municipal and industrial water
5 supplies to water deficient areas of Arizona and western New Mexico through direct
6 diversion or exchange of water, control of floods, conservation and development of fish
7 and wildlife resources, enhancement of recreation opportunities, and for other purposes,
8 the Secretary shall construct, operate, and maintain the Central Arizona Project; and

9 **WHEREAS**, pursuant to the provisions of Arizona Revised Statutes §§ 48-
10 3701, *et seq.*, the Contractor has been organized with the power to enter into a contract
11 or contracts with the Secretary to accomplish the purposes of Arizona Revised Statutes,
12 §§ 48-3701, *et seq.*; and

13 **WHEREAS**, pursuant to Section 304(b)(1) of the Colorado River Basin
14 Project Act, the Secretary has determined that it is necessary to effect repayment of the
15 cost of constructing the Central Arizona Project pursuant to a master contract and that the
16 United States, together with the Contractor, shall be a party to contracts that are in
17 conformity with and subsidiary to the master contract; and

18 **WHEREAS**, the United States and the Contractor entered into Contract No.
19 14-06-W-245, Amendment No. 1, dated December 1, 1988, hereinafter referred to as the
20 "Repayment Contract," and by this reference made a part hereof, whereby the Contractor
21 agrees to repay to the United States the reimbursable costs of the Central Arizona Project
22 allocated to the Contractor; and

23 **WHEREAS**, as of the date of execution of this Subcontract, and pursuant
24 to the provisions of the Contract between the United States of America and the Central
25 Arizona Water Conservation District for the Transfer of Operation and Maintenance of
26

1 Facilities dated August 5, 1987, Contract No. 7-07-30-W0167, as amended ("O&M
2 Transfer Agreement"), CAWCD is the Operating Agency; and

3 **WHEREAS**, the United States and CAWCD have entered into the Stipulated
4 Judgment and the Stipulation for Judgment (including any exhibits to those documents)
5 entered on November 21, 2007, in the United States District Court for the District of Arizona
6 in the consolidated civil action styled Central Arizona Water Conservation District v. United
7 States, et al., and numbered CIV 95-625-TUC-WDB (EHC) and CIV 95-1720-PHX-EHC
8 ("Stipulation"), which modifies the Repayment Contract in certain respects; and

9 **WHEREAS**, section 104(a)(2) of the AWSA authorizes the reallocation of up
10 to 96,295 acre-feet of CAP NIA Priority Water to Arizona Department of Water Resources
11 ("ADWR") for further allocation; and

12 **WHEREAS**, on January 16, 2014, the ADWR recommended to the
13 Secretary of the Interior the reallocation of 46,629 acre-feet of CAP NIA Priority Water for
14 municipal and industrial uses; and

15 **WHEREAS**, On January 15, 2021, the Department of the Interior issued
16 notice in the Federal Register of its final decision to reallocate 46,629 acre-feet of CAP
17 NIA Priority Water consistent with ADWR's recommendation. 86 Fed. Reg. 4119 (Jan.
18 15, 2021); and

19 **WHEREAS**, the Subcontractor is in need of a water supply and desires to
20 subcontract with the United States and the Contractor for water service from CAP NIA
21 Priority Water supplies available under the Central Arizona Project; and

22 **WHEREAS**, in accordance with the terms of this Subcontract, water shall
23 be available for delivery to the Subcontractor:

24 **NOW THEREFORE**, in consideration of the mutual and dependent
25 covenants herein contained, it is agreed as follows:
26

1 **3. DEFINITIONS:**

2 Definitions included in the Repayment Contract and the Stipulation are
3 applicable to this Subcontract. The first letters of terms so defined are capitalized herein.
4 In addition, the following definitions shall apply to this Subcontract

5 (a) "Available CAP Supply" shall mean for any given Year all Fourth
6 Priority Water available for delivery through the Central Arizona Project, water available
7 from CAP dams and reservoirs other than Modified Roosevelt Dam, and return flows
8 captured by the Secretary for CAP use.

9 (b) "CAP Indian Priority Water" shall mean that water within the Available
10 CAP Supply having an Indian delivery priority.

11 (c) "CAP M&I Priority Water" shall mean that water within the Available
12 CAP Supply having a municipal and industrial delivery priority.

13 (d) "CAP NIA Priority Water" shall mean that water within the available
14 CAP Supply having a non-Indian agricultural delivery priority.

15 (e) "Operating Agreement" shall mean the Operating Agreement
16 between the United States of America and the Central Arizona Water Conservation District
17 for Operation and Maintenance of the Central Arizona Project, dated June 15, 2000.

18 (f) "System Use Agreement" shall mean the Central Arizona Project
19 System Use Agreement between the United States and the Central Arizona Water
20 Conservation District, Agreement No. 17-XX-30-W0622, dated February 2, 2017,
21 including any amendments thereto.

22 (g) "Exhibit A" shall mean the restatement of Paragraph 4 of
23 Amendment 2 to the Repayment Contract dated November 30, 2007, a copy of which is
24 attached hereto and hereby by this reference made a part of this Subcontract.
25
26

1 **4. DELIVERY OF WATER:**

2 4.1 Obligations of the United States. Subject to the terms, conditions,
3 and provisions set forth herein and in the Repayment Contract, during such periods as it
4 operates and maintains the Project Works, the United States shall deliver Project Water
5 for M&I use by the Subcontractor. The United States shall use all reasonable diligence to
6 make available to the Subcontractor the quantity of Project Water specified in the schedule
7 submitted by the Subcontractor in accordance with Article 4.4. After transfer of OM&R to
8 the Operating Agency, the United States shall make deliveries of Project Water to the
9 Operating Agency which shall make subsequent delivery to the Subcontractor as provided
10 herein.

11 4.2 Term of Subcontract. This Subcontract shall become effective upon
12 the later of: (i) the date on which it is confirmed as provided for in Article 6.12; and (ii) the
13 date on which the Subcontractor has paid or provided for payment of past CAP NIA Priority
14 water service capital charges and 9(d) debt charges as required by the Contractor. This
15 Subcontract shall be for permanent service as that term is used in Section 5 of the Boulder
16 Canyon Project Act of 1928, 43 U.S.C. §617d. Project Water shall be delivered under the
17 terms of this Subcontract for a period of 100 years beginning January 1 of the Year
18 following that in which the Subcontract becomes effective; provided, that this Subcontract
19 may be renewed upon written request by the Subcontractor upon terms and conditions of
20 renewal to be agreed upon not later than 1 year prior to the expiration of this Subcontract;
21 and provided, further, that such terms and conditions shall be consistent with Article 9.9
22 of the Repayment Contract.

23 4.3 Conditions Relating to Delivery and Use. Delivery and use of water
24 under this Subcontract is conditioned on the following, and the Subcontractor hereby
25 agrees that:
26

1 (a) All uses of Project Water and Return Flow shall be consistent
2 with Arizona water law unless such law is inconsistent with the Congressional directives
3 applicable to the Central Arizona Project.

4 (b) The system or systems through which water for Agricultural,
5 M&I (including underground storage), and Miscellaneous purposes is conveyed after
6 delivery to the Subcontractor shall consist of pipelines, canals, distribution systems, or
7 other conduits provided and maintained with linings adequate in the Contracting Officer's
8 judgment to prevent excessive conveyance losses.

9 (c) The Subcontractor shall not pump, or within its legal authority,
10 permit others to pump ground water from within the exterior boundaries of the
11 Subcontractor's service area, which has been delineated on a map filed with the
12 Contractor and approved by the Contractor and the Contracting Officer, for use outside of
13 said service area unless such pumping is permitted under Title 45, Chapter 2, Arizona
14 Revised Statutes, as it may be amended from time to time, and the Contracting Officer,
15 the Contractor, and the Subcontractor shall agree, or shall have previously agreed, that a
16 surplus of ground water exists and drainage is or was required; provided, however, that
17 such pumping may be approved by the Contracting Officer and the Contractor, and
18 approval shall not be unreasonably withheld, if such pumping is in accord with the Basin
19 Project Act and upon submittal by the Subcontractor of a written certification from ADWR
20 or its successor agency that the pumping and transportation of ground water is in accord
21 with Title 45, Chapter 2, Arizona Revised Statutes, as it may be amended from time to
22 time.

23 (d) The Subcontractor shall not sell, lease, exchange, forbear or
24 otherwise transfer Project Water; provided, however, that this does not prohibit exchanges
25 of Project Water within the State of Arizona covered by separate agreements approved by
26 the Contracting Officer and Contractor; and provided, further, that this does not prohibit

1 effluent exchanges with Indian tribes pursuant to Article 6.2; and provided, further, that
2 this does not prohibit the resale or exchange of Project Water within the State of Arizona
3 pursuant to Subarticle 4.3(e).

4 (e) (i) Project Water scheduled for delivery in any Year under
5 this Subcontract may be used by the Subcontractor or resold, or exchanged by the
6 Subcontractor pursuant to appropriate agreements approved by the Contracting Officer
7 and the Contractor. If said water is resold or exchanged by the Subcontractor for an
8 amount in excess of that which the Subcontractor is obligated to pay under this
9 Subcontract, the excess amount shall be paid forthwith by the Subcontractor to the
10 Contractor for application against the Contractor's Repayment Obligation to the United
11 States; provided, however, that the Subcontractor shall be entitled to recover actual costs
12 of transportation, treatment, and distribution, including but not limited to capital costs and
13 OM&R costs.

14 (ii) Project Water scheduled for delivery in any Year under
15 this Subcontract that cannot be used, resold, or exchanged by the Subcontractor may be
16 made available by the Contracting Officer and Contractor to other users. If such Project
17 Water is sold to or exchanged with other users, the Subcontractor shall be relieved of its
18 payments hereunder only to the extent of the amount paid to the Contractor by such other
19 users, but not to exceed the amount the Subcontractor is obligated to pay under this
20 Subcontract for said water.

21 (iii) In the event the Subcontractor or the Contracting Officer
22 and the Contractor are unable to sell any portion of the Subcontractor's Project Water
23 scheduled for delivery and not required by the Subcontractor, the Subcontractor shall be
24 relieved of the pumping energy portion of the OM&R charges associated with the
25 undelivered water as determined by the Contractor.
26

1 (f) Notwithstanding any other provision of this Subcontract,
2 Project Water shall not be delivered to the Subcontractor unless and until the
3 Subcontractor has obtained final environmental clearance from the United States for the
4 system or systems through which Project Water is to be conveyed after delivery to the
5 Subcontractor at project turnout(s). Such system(s) shall include all pipelines, canals,
6 distribution systems, treatment, storage, and other facilities through or in which Project
7 Water is conveyed, stored, or treated after delivery to the Subcontractor at the
8 Subcontractor's Project turnout(s). In each instance, final environmental clearance will be
9 based upon a review by the United States of the Subcontractor's plans for taking and using
10 Project Water and will be given or withheld by the United States in accordance with the
11 Final Environmental Assessment - Arizona Department of Water Resources
12 Recommendation for the Reallocation of Non-Indian Agricultural Priority Central Arizona
13 Project Water in Accordance with the Arizona Water Settlements Act of 2004 (November
14 8, 2019) and the National Environmental Policy Act of 1969 (83 Stat. 852). Any additional
15 action(s) required on behalf of the Subcontractor in order to obtain final environmental
16 clearance from the United States will be identified to the Subcontractor by the United
17 States, and no Project Water shall be delivered to the Subcontractor unless and until the
18 Subcontractor has completed all such action(s) to the satisfaction of the United States.

19 4.4 Procedure for Ordering Water.

20 (a) The amounts, times, and rates of delivery of Project Water to
21 the Subcontractor shall be in accordance with a water delivery schedule for that Year.
22 Such schedule shall be determined in the following manner:

23 (i) On or before October 1 of each Year, the Subcontractor
24 shall submit in writing to the Contractor a water delivery schedule indicating the amounts
25 of Project Water desired by the Subcontractor during each month of the following Year
26 along with a preliminary estimate of Project Water desired for the succeeding 2 years.

1 (ii) Upon receipt of the schedule, the Contractor shall
2 review it and, after consultation with the Subcontractor, and except as provided in
3 Subarticle 4.4(a)(iii), shall make only such modifications to the schedule as are necessary
4 to ensure that the amounts, times, and rates of delivery to the Subcontractor are consistent
5 with the delivery capability of the Project, considering, among other things, the availability
6 of water, the delivery schedules of all subcontractors and Section 11 of the System Use
7 Agreement; provided, that this provision shall not be construed to reduce annual deliveries
8 to the Subcontractor.

9 (iii) If the Contracting Officer determines, in consultation
10 with the Operating Agency, that the amount of Project Water that will be available for
11 delivery as CAP NIA Priority Water is insufficient to meet all the requests for delivery of
12 CAP NIA Priority Water for the following Year as set forth in Article 4.7, the Contractor
13 shall notify the Subcontractor of the quantity of CAP NIA Priority Water available to the
14 Subcontractor for that following Year. Within five (5) business days of such notice, the
15 Subcontractor shall submit an amended water delivery schedule to the Contractor
16 reflecting the amount of CAP NIA Priority Water requested by the Subcontractor for the
17 following Year up to the reduced quantity available. Upon receipt of the amended
18 schedule, the Contractor shall review it and, after consultation with the Subcontractor,
19 shall make only such modifications to the schedule as are necessary to ensure that the
20 amounts, times, and rates of delivery to the Subcontractor are consistent with the delivery
21 capability of the Project, considering, among other things, the availability of water, the
22 delivery schedules of all subcontractors and Section 11 of the System Use Agreement;
23 provided, that this provision shall not be construed to reduce annual deliveries to the
24 Subcontractor, except as required by Article 4.7.

25 (iv) On or before November 15 of each Year, the Contractor
26 shall determine and furnish to the Subcontractor the water delivery schedule for the

1 following Year which shall show the amount of water to be delivered to the Subcontractor
2 during each month of that Year, contingent upon the Subcontractor remaining eligible to
3 receive water under all terms contained herein.

4 (b) The monthly water delivery schedules may be amended upon
5 the Subcontractor's written request to the Contractor. Proposed amendments shall be
6 submitted by the Subcontractor to the Contractor no later than 15 days before the desired
7 change is to become effective, and shall be subject to review and modification in like
8 manner as the schedule. The Contractor shall notify the Subcontractor of its action on the
9 Subcontractor's requested schedule modification within 10 days of the Contractor's receipt
10 of such request.

11 (c) The Contractor and the Subcontractor shall hold the United
12 States, its officers, agents, and employees, harmless on account of damage or claim of
13 damage of any nature whatsoever arising out of or connected with the actions of the
14 Contractor regarding water delivery schedules furnished to the Subcontractor.

15 (d) In no event shall the Contracting Officer or the Contractor be
16 required to deliver to the Subcontractor from the Water Supply System in any one month
17 a total amount of Project Water greater than eleven percent (11%) of the Subcontractor's
18 maximum entitlement; provided, however, that the Contractor may deliver a greater
19 percentage in any month if such increased delivery is compatible with the overall delivery
20 of Project Water as determined by the Contracting Officer and the Contractor and if the
21 Subcontractor agrees to accept such increased deliveries.

22 4.5 Points of Delivery--Measurement and Responsibility for Distribution
23 of Water.

24 (a) The water to be furnished to the Subcontractor pursuant to this
25 Subcontract shall be delivered at existing turnouts, or new turnouts at such points on the
26 Water Supply System as may be agreed upon in writing by the Contracting Officer and the

1 Contractor pursuant to Article 6(d) of the O&M Transfer Contract and Section 12.1 of the
2 Operating Agreement.

3 (b) Unless the United States and the Subcontractor agree by
4 contract to the contrary, the Subcontractor shall construct and install, at its sole cost and
5 expense, connection facilities required to take and convey the water from the turnouts to
6 the Subcontractor's service area. The Subcontractor shall furnish, for approval of the
7 Contracting Officer, drawings showing the construction to be performed by the
8 Subcontractor within the Water Supply System right-of-way 6 months before starting said
9 construction. The facilities may be installed, operated, and maintained on the Water
10 Supply System right-of-way subject to such reasonable restrictions and regulations as to
11 type, location, method of installation, operation, and maintenance as may be prescribed
12 by the Contracting Officer in consultation with the Contractor.

13 (c) All water delivered from the Water Supply System shall be
14 measured with equipment furnished, installed, operated and maintained by the United
15 States or the Operating Agency. Upon the request of the Subcontractor or the Contractor,
16 the accuracy of such measurements shall be investigated by the Contracting Officer or the
17 Operating Agency, Contractor, and Subcontractor, and any errors which may be mutually
18 determined to have occurred therein shall be adjusted; provided, that in the event the
19 parties cannot agree on the required adjustment, the Contracting Officer's determination
20 shall be conclusive.

21 (d) Neither the United States, the Contractor, nor the Operating
22 Agency shall be responsible for the control, carriage, handling, use, disposal, or
23 distribution of Project Water beyond the turnouts agreed to pursuant to Subarticle 4.5(a).
24 The Subcontractor shall hold the United States, the Contractor, and the Operating Agency
25 harmless on account of damage or claim of damage of any nature whatsoever for which
26 there is legal responsibility, including property damage, personal injury, or death arising

1 out of or connected with the Subcontractor's control, carriage, handling, use, disposal, or
2 distribution of such water beyond said delivery point(s).

3
4 4.6 Temporary Reductions. In addition to the right of the United States
5 under Subarticle 8.3(a)(iv) of the Repayment Contract temporarily to discontinue or reduce
6 the amount of water to be delivered, the United States or the Operating Agency may, after
7 consultation with the Contractor and Contracting Officer, temporarily discontinue or reduce
8 the quantity of water to be furnished to the Subcontractor as herein provided for the
9 purposes of investigation, inspection, maintenance, repair, or replacement of any of the
10 Project facilities or any part thereof necessary for the furnishing of water to the
11 Subcontractor, but so far as feasible the United States or the Operating Agency shall
12 coordinate any such discontinuance or reduction with the Subcontractor and shall give the
13 Subcontractor due notice in advance of such temporary discontinuance or reduction,
14 except in case of emergency, in which case no notice need be given. Neither the United
15 States, its officers, agents, and employees, nor the Operating Agency, its officers, agents,
16 and employees, shall be liable for damages when, for any reason whatsoever, any such
17 temporary discontinuance or reduction in delivery of water occurs. If any such
18 discontinuance or temporary reduction results in deliveries to the Subcontractor of less
19 water than what has been paid for in advance, the Contractor shall reconcile any such
20 advance payments as provided in Subarticle 5.1(c).

21 4.7 Priority in Case of Shortage. As soon as is practicable after
22 October 1, the Contracting Officer shall determine, in consultation with the Operating
23 Agency, the availability of CAP NIA Priority Water consistent with the Available CAP
24 Supply and delivery schedules submitted by CAP contractors and subcontractors. The
25 determination of such supply shall be consistent with the AWSA and Paragraph 4 of
26

1 Amendment 2 to the Repayment Contract dated November 30, 2007, as set forth in
2 Exhibit A.

3 (a) Any Available CAP Supply remaining after all requests for
4 delivery of CAP Indian Priority Water and CAP M&I Priority Water have been satisfied
5 shall become available for delivery as CAP NIA Priority Water.
6

7 (b) If the Available CAP Supply is insufficient to meet the requests
8 for delivery of CAP NIA Priority Water by CAP NIA Priority Contractors and CAP NIA
9 Priority Subcontractors, then the Secretary and the Operating Agency shall pro-rate the
10 CAP NIA Priority Water to the CAP Contractors and CAP Subcontractors holding such
11 entitlements on the basis of the quantity of CAP NIA Priority Water used by each such
12 CAP NIA Priority Contractor or CAP NIA Priority Subcontractor in the last Year in which
13 the Available CAP Supply was sufficient to fill all orders for CAP NIA Priority Water,
14 consistent with the settlements authorized, ratified and confirmed in the AWSA.
15

16 (c) Any CAP NIA Priority Water remaining after the pro-rata
17 distribution set forth in Subarticle 4.7(b) will be made available to CAP NIA Priority Water
18 Contractors and Subcontractors pro-rata on the basis of the difference between the
19 volume of water requested for delivery and the volume of water distributed under
20 Subarticle 4.7(b).
21

22 (d) Nothing in this Article 4.7 shall be construed to allow or
23 authorize any CAP Contractor or CAP Subcontractor to receive, pursuant to such
24 contracts, CAP water in amounts greater than such contractor's entitlement.
25
26

1 4.8 Secretarial Control of Return Flow.

2 (a) The Secretary reserves the right to capture all Return Flow
3 flowing from the exterior boundaries of the Contractor's Service Area as a source of supply
4 and for distribution to and use of the Central Arizona Project to the fullest extent
5 practicable. The Secretary also reserves the right to capture for Project use Return Flow
6 which originates or results from water contracted for from the Central Arizona Project
7 within the boundaries of the Contractor's Service Area if, in his judgment, such Return
8 Flow is not being put to a beneficial use. The Subcontractor may recapture and reuse or
9 sell its Return Flow; provided, however, that such Return Flow may not be sold for use
10 outside Maricopa, Pinal, and Pima Counties; and provided, further, that this does not
11 prohibit effluent exchanges with Indian tribes pursuant to Article 6.2. The Subcontractor
12 shall, at least 60 days in advance of any proposed sale of such water, furnish the following
13 information in writing to the Contracting Officer and the Contractor:
14

15 (i) The name and address of the prospective buyer.

16 (ii) The location and proposed use of the Return Flow.

17 (iii) The price to be charged for the Return Flow.

18 (b) The price charged for the Return Flow may cover the cost
19 incurred by the Subcontractor for Project Water plus the cost required to make the Return
20 Flow usable. If the price received for the Return Flow is greater than the costs incurred
21 by the Subcontractor, as described above, the excess amount shall be forthwith returned
22 by the Subcontractor to the Contractor for application against the Contractor's Repayment
23 Obligation to the United States. Costs required to make Return Flow usable shall include
24 but not be limited to capital costs and OM&R costs including transportation, treatment, and
25
26

1 distribution, and the portion thereof that may be retained by the Subcontractor shall be
2 subject to the advance approval of the Contractor and the Contracting Officer.

3 (c) Any Return Flow captured by the United States and
4 determined by the Contracting Officer and the Contractor to be suitable and available for
5 use by the Subcontractor may be delivered by the United States or Operating Agency to
6 the Subcontractor as a part of the water supply for which the Subcontractor subcontracts
7 hereunder and such water shall be accounted and paid for pursuant to the provisions
8 hereof.
9

10 (d) All capture, recapture, use, reuse, and sale of Return Flow
11 under this article shall be in accord with Arizona water law unless such law is inconsistent
12 with the Congressional directives applicable to the Central Arizona Project.
13

14 4.9 Water and Air Pollution Control. The Subcontractor, in carrying out
15 this Subcontract, shall comply with all applicable water and air pollution laws and
16 regulations of the United States and the State of Arizona and shall obtain all required
17 permits or licenses from the appropriate Federal, State, or local authorities.

18 4.10 Quality of Water. The operation and maintenance of Project facilities
19 shall be performed in such manner as is practicable to maintain the quality of water made
20 available through such facilities at the highest level reasonably attainable as determined
21 by the Contracting Officer. Neither the United States, the Contractor, nor the Operating
22 Agency warrants the quality of water and is under no obligation to construct or furnish
23 water treatment facilities to maintain or better the quality of water. The Subcontractor
24 waives its right to make a claim against the United States, the Operating Agency, and the
25
26

1 Contractor, because of changes in water quality caused by the commingling of Project
2 Water with other water.

3 4.11 Exchange Water.

4 (a) Where the Contracting Officer determines the Subcontractor is
5 physically able to receive Colorado River mainstream water through the Project Works in
6 exchange for or in replacement of existing supplies of water from surface sources other
7 than the Colorado River, the Contracting Officer may require that the Subcontractor accept
8 said mainstream water in exchange for or in replacement of said existing supplies pursuant
9 to the provisions of Section 304(d) of the Basin Project Act; provided, however, that a
10 subcontractor on the Project aqueduct shall not be required to enter into exchanges in
11 which existing supplies of water from surface sources are diverted for use by other
12 subcontractors downstream on the Project aqueduct.

13
14 (b) If, in the event of reductions to the Available CAP Supply, the
15 Subcontractor has yielded water from other surface water sources in exchange for
16 Colorado River mainstream water supplied by the Contractor or the Operating Agency,
17 the Subcontractor shall have first priority against other users supplied with Project Water
18 that have not yielded water from other surface water sources but only in quantities
19 adequate to replace the water so yielded.
20

21 4.12 Entitlement to CAP NIA Priority Water.

22 (a) The Subcontractor is entitled to delivery of an annual
23 maximum of 2,786 acre-feet of CAP NIA Priority Water for M&I uses including but not
24 limited to underground storage.
25
26

1 (b) The Subcontractor's entitlement to CAP NIA Priority Water
2 under this Subcontract shall be separate from any other entitlement to Project Water
3 available to the Subcontractor. This Subcontract neither modifies nor supersedes the
4 Subcontractor's existing entitlements or subcontracts, if any.

5 4.13 Retention of Priority. In accordance with section 104(a)(3) of the
6 AWSA, all Project Water delivered for M&I use under this Subcontract shall remain CAP
7 NIA Priority Water.
8

9 **5. PAYMENTS:**

10 5.1 Water Service Charges for Payment of Operation, Maintenance, and
11 Replacement Costs.

12 (a) Prior to October 1 of each Year, the Contractor shall notify the
13 Subcontractor of the published OM&R rate per acre foot of water based on the estimated
14 OM&R costs and water deliveries for the following Year. All estimates of OM&R costs
15 shall be accompanied by data and computations relied on by the Contractor in determining
16 the amounts of the estimated OM&R costs and shall be subject to joint review by the
17 Subcontractor and the Contractor. Provided, however, if during the Year, in the opinion of
18 the Contractor the amount of any annual OM&R estimated costs is likely to be insufficient
19 to cover the above-mentioned costs during such period, the Contractor may, at the
20 Contractor's discretion, increase the annual estimate of the Subcontractor's OM&R costs
21 by written notice thereof to the Subcontractor, and the revised OM&R rate shall apply to
22 all remaining monthly invoices.
23
24

25 (b) Subject to the provisions of Article 5.4 hereof, the Subcontractor
26 shall pay in advance for its share of Project OM&R costs estimated to be incurred by the

1 United States or the Operating Agency. The Contractor will submit monthly invoices for
2 the monthly volumes of water scheduled by the Subcontractor, due in the month prior to
3 delivery. All invoices have net 30-day terms. The Contractor may, at the Contractor's
4 discretion, offer equalized or alternative payment schedules.

5 (c) By March 1 of each Year, the Contractor shall reconcile amounts
6 paid in the prior Year by the Subcontractor to the volume of water delivered and any
7 applicable provisions of Subarticle 4.3(e).
8

9 (d) By May 1 of each Year, the Contractor shall determine the actual
10 OM&R rate for the prior Year based on actual OM&R costs and water volumes and shall
11 calculate the difference between the actual OM&R rate and the published OM&R rate.
12 Based on the Subcontractor's actual deliveries and any applicable provisions of Subarticle
13 4.3(e), the Contractor shall issue an invoice or credit to the Subcontractor for any
14 difference.
15

16 5.2 M&I Water Service Charges.

17 (a) Subject to the provisions of Article 5.4 hereof and in addition
18 to the OM&R payments required in Article 5.1 hereof, the Subcontractor shall, in advance
19 of the delivery of CAP NIA Priority Water by the United States or the Operating Agency,
20 make payment to the Contractor in equal semiannual installments of an M&I Water service
21 capital charge based on a maximum entitlement of 2,786 acre-feet per year multiplied by
22 the rate established by the Contractor for that year.
23

24 (b) The M&I Water service capital charge may be adjusted
25 periodically by the Contractor as a result of repayment determinations provided for in the
26 Repayment Contract and Stipulation and to reflect all sources of revenue, but said charge

1 per acre-foot shall not be greater than the amount required to amortize Project capital
2 costs allocated to the M&I function and determined by the Contracting Officer to be a part
3 of the Contractor's Repayment Obligation. Such amortization shall include interest at
4 3.342 percent per annum. If any adjustment is made in the M&I Water service capital
5 charge, notice thereof shall be given by the Contractor to the United States and to the
6 Subcontractor on or before June 30 of the Year preceding the Year the adjusted charge
7 becomes effective. The M&I Water service capital charge payment for the initial Year shall
8 be advanced to the Contractor in equal semiannual installments on or before December 1
9 preceding the initial Year and June 1 of said initial Year. Thereafter, for each subsequent
10 Year, payments by the Subcontractor in accordance with the foregoing provisions shall be
11 made in equal semiannual installments on or before the December 1 preceding said
12 subsequent Year and the June 1 of said subsequent Year as may be specified by the
13 Contractor in written notices to the Subcontractor.
14

15
16 (c) Payment of all M&I Water service capital and corresponding
17 OM&R charges becoming due hereunder prior to or on the dates stipulated in Articles 5.1
18 and 5.2 is a condition precedent to receiving Project Water under this Subcontract.

19 (d) All payments to be made to the Contractor or the United States
20 under Articles 5.1 and 5.2 hereof shall be made by the Subcontractor as such payments
21 fall due from revenues legally available to the Subcontractor for such payment from the
22 sale of water to its water users and from any and all other sources which might be legally
23 available; Provided, That no portion of the general taxing authority of the Subcontractor,
24 nor its general funds, nor funds from ad valorem taxes are obligated by the provisions of
25 this Subcontract, nor shall such sources be liable for the payments, contributions, and
26

1 other costs pursuant to this Subcontract, or to satisfy any obligation hereunder unless duly
2 and lawfully allocated and budgeted for such purpose by the Subcontractor for the
3 applicable budget year; and Provided, further, That no portion of this agreement shall ever
4 be construed to create an obligation superior in lien to or on a parity with the
5 Subcontractor's revenue bonds now or hereafter issued. The Subcontractor shall levy and
6 impose such necessary water service charges and rates and use all the authority and
7 resources available to it to collect all such necessary water service charges and rates in
8 order that the Subcontractor may meet its obligations hereunder and make in full all
9 payments required under this Subcontract on or before the date such payments become
10 due.
11

12 5.3 Loss of Entitlement. The Subcontractor shall have no right to delivery
13 of water from Project facilities during any period in which the Subcontractor may be in
14 arrears in the payment of any charges due the Contractor. The Contractor may sell to
15 another entity any water determined to be available under the Subcontractor's entitlement
16 for which payment is in arrears; provided, however, that the Subcontractor may regain the
17 right to use any unsold portion of the water determined to be available under the original
18 entitlement upon payment of all delinquent charges plus any difference between the
19 Subcontractual obligation and the price received in the sale of the water by the Contractor
20 and payment of charges for the current period.
21

22 5.4 Refusal to Accept Delivery. In the event the Subcontractor fails or
23 refuses in any Year to accept delivery of the quantity of water available for delivery to and
24 scheduled for delivery by the Subcontractor pursuant to this Subcontract, said failure or
25 refusal shall not relieve the Subcontractor of its obligation to make the payments required
26

1 in this Subcontract under Article 5.1, except as provided in Article 4.3(e). The
2 Subcontractor's obligation to make the payments required under Article 5.2(a) shall apply
3 regardless of the quantity of water scheduled or available for delivery in any Year.

4 5.5 Charge for Late Payments. The Subcontractor shall pay a late
5 payment charge on installments or charges that are received after the due date. The late
6 payment charge percentage rate calculated by the Department of the Treasury and
7 published quarterly in the Federal Register shall be used; provided, that the late payment
8 charge percentage rate shall not be less than 0.5 percent per month. The late payment
9 charge percentage rate applied on an overdue payment shall remain in effect until
10 payment is received. The late payment rate for a 30-day period shall be determined on
11 the day immediately following the due date and shall be applied to the overdue payment
12 for any portion of the 30-day period of delinquency. In the case of partial late payments,
13 the amount received shall first be applied to the late charge on the overdue payment and
14 then to the overdue payment.
15
16

17 **6. GENERAL PROVISIONS:**

18 6.1 Repayment Contract and the Stipulation Controlling. Pursuant to the
19 Repayment Contract, the United States has agreed to construct and, in the absence of an
20 approved Operating Agency, to operate and maintain the works of the Central Arizona
21 Project and to deliver Project Water to the various subcontractors within the Project
22 Service Area; and the Contractor has obligated itself for the payment of various costs,
23 expenses, and other amounts allocated to the Contractor pursuant to Article 9 of the
24 Repayment Contract and the Stipulation. The Subcontractor expressly approves and
25 agrees to all the terms presently set out in the Repayment Contract including Subarticle
26 8.8(b)(viii) thereof and the Stipulation, or as such terms may be hereafter amended, and

1 agrees to be bound by the actions to be taken and the determinations to be made under
2 that Repayment Contract and the Stipulation, except as otherwise provided herein.

3 6.2 Effluent Exchanges. The Subcontractor may enter into direct effluent
4 exchanges with Indian entities that have received an allocation of Project Water and
5 receive all benefits from the exchange.

6 6.3 Notices. Any notice, demand or request authorized or required by
7 this Subcontract shall be deemed to have been given when mailed, postage prepaid, or
8 delivered to the Regional Director, Lower Colorado Basin Region, Bureau of Reclamation,
9 P.O. Box 61470, Boulder City, Nevada 89006-1470, on behalf of the Contractor or
10 Subcontractor; to the Central Arizona Water Conservation District, P.O. Box 43020,
11 Phoenix, Arizona 85080, on behalf of the United States or Subcontractor; and to the City
12 of Buckeye, Attn: City Manager, 530 East Monroe Avenue, Buckeye, Arizona 85326 with
13 a copy to Water Resources Director, 21749 West Yuma Road, Suite 107, Buckeye,
14 Arizona 85326, on behalf of the United States or Contractor. The designation of the
15 addressee or the address may be changed by notice given in the same manner as
16 provided in this Article for other notices.
17

18 6.4 Change in Operating Agency. If at any time during the term of this
19 Subcontract the Contractor and the Operating Agency are not the same entity, the
20 Contractor agrees to coordinate and cooperate with the Operating Agency on any
21 obligations of the Contractor under this Subcontract that pertain to the operation of the
22 Central Arizona Project and delivery of Project Water hereunder.
23
24
25
26

1 6.5 Rules, Regulations, and Determinations.

2 (a) The Contracting Officer shall have the right to make, after an
3 opportunity has been offered to the Contractor and Subcontractor for consultation, rules
4 and regulations consistent with the provisions of this Subcontract, the laws of the United
5 States and the State of Arizona, to add to or to modify them as may be deemed proper
6 and necessary to carry out this Subcontract, and to supply necessary details of its
7 administration which are not covered by express provisions of this Subcontract. The
8 Contractor and Subcontractor shall observe such rules and regulations.
9

10 (b) Where the terms of this Subcontract provide for action to be
11 based upon the opinion or determination of any party to this Subcontract, whether or not
12 stated to be conclusive, said terms shall not be construed as permitting such action to be
13 predicated upon arbitrary, capricious, or unreasonable opinions or determinations. In the
14 event that the Contractor or Subcontractor questions any factual determination made by
15 the Contracting Officer, the findings as to the facts shall be made by the Secretary only
16 after consultation with the Contractor or Subcontractor and shall be conclusive upon the
17 parties.
18

19 6.6 Officials Not to Benefit.

20 (a) No Member of or Delegate to Congress or Resident
21 Commissioner shall be admitted to any share or part of this Subcontract or to any benefit
22 that may arise herefrom. This restriction shall not be construed to extend to this
23 Subcontract if made with a corporation or company for its general benefit.
24
25
26

1 (b) No official of the Subcontractor shall receive any benefit that
2 may arise by reason of this Subcontract other than as a water user within the Project and
3 in the same manner as other water users within the Project.

4 6.7 Assignment Limited--Successors and Assigns Obligated. The
5 provisions of this Subcontract shall apply to and bind the successors and assigns of the
6 parties hereto, but no assignment or transfer of this Subcontract or any part or interest
7 therein shall be valid until approved by the Contracting Officer.
8

9 6.8 Judicial Remedies Not Foreclosed. Nothing herein shall be construed
10 (a) as depriving any party from pursuing and prosecuting any remedy in any appropriate
11 court of the United States or the State of Arizona which would otherwise be available to
12 such parties even though provisions herein may declare that determinations or decisions
13 of the Secretary or other persons are conclusive or (b) as depriving any party of any
14 defense thereto which would otherwise be available.
15

16 6.9 Books, Records, and Reports. The Subcontractor shall establish and
17 maintain accounts and other books and records pertaining to its financial transactions,
18 land use and crop census, water supply, water use, changes of Project works, and to other
19 matters as the Contracting Officer may require. Reports thereon shall be furnished to the
20 Contracting Officer in such form and on such date or dates as he may require. Subject to
21 applicable Federal laws and regulations, each party shall have the right during office hours
22 to examine and make copies of each other's books and records relating to matters covered
23 by this Subcontract.
24
25
26

1 6.10 Equal Employment Opportunity.

2 During the performance of this Subcontract, the Subcontractor agrees as
3 follows:

4 (a) The Subcontractor will not discriminate against any employee or
5 applicant for employment because of race, color, religion, sex, sexual orientation, gender
6 identity, or national origin. The Subcontractor will take affirmative action to ensure that
7 applicants are employed, and that employees are treated during employment, without
8 regard to their race, color, religion, sex, sexual orientation, gender identity, or national
9 origin. Such action shall include, but not be limited to the following: employment,
10 upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or
11 termination; rates of pay or other forms of compensation; and selection for training,
12 including apprenticeship. The Subcontractor agrees to post in conspicuous places,
13 available to employees and applicants for employment, notices to be provided by the
14 Contracting Officer setting forth the provisions of this nondiscrimination clause.
15

16 (b) The Subcontractor will, in all solicitations or advancements for
17 employees placed by or on behalf of the Subcontractor, state that all qualified applicants
18 will receive consideration for employment without regard to race, color, religion, sex,
19 sexual orientation, gender identity, or national origin.
20

21 (c) The Subcontractor will not discharge or in any other manner
22 discriminate against any employee or applicant for employment because such employee
23 or applicant has inquired about, discussed, or disclosed the compensation of the
24 employee or applicant or another employee or applicant. This provision shall not apply to
25 instances in which an employee who has access to the compensation information of other
26

1 employees or applicants as a part of such employee's essential job functions discloses
2 the compensation of such other employees or applicants to individuals who do not
3 otherwise have access to such information, unless such disclosure is in response to a
4 formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or
5 action, including an investigation conducted by the employer, or is consistent with the
6 contractor's legal duty to furnish information.
7

8 (d) The Subcontractor will send to each labor union or representative
9 of workers with which he has a collective bargaining agreement or other contract or
10 understanding, a notice, to be provided by the agency Contracting Officer, advising the
11 labor union or workers' representative of the Subcontractor's commitments under section
12 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the
13 notice in conspicuous places available to employees and applicants for employment.
14

15 (e) The Subcontractor will comply with all provisions of Executive
16 Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of
17 the Secretary of Labor.

18 (f) The Subcontractor will furnish all information and reports required
19 by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and
20 orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books,
21 records, and accounts by the Contracting Agency and the Secretary of Labor for purposes
22 of investigation to ascertain compliance with such rules, regulations, and orders.
23

24 (g) In the event of the Subcontractor's noncompliance with the
25 nondiscrimination clauses of this contract or with any of such rules, regulations, or orders,
26 this Subcontract may be canceled, terminated or suspended in whole or in part and the

1 Subcontractor may be declared ineligible for further Government contracts in accordance
2 with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such
3 other sanctions may be imposed and remedies invoked as provided in Executive Order
4 No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor,
5 or as otherwise provided by law.
6

7 (h) The Subcontractor will include the provisions of paragraphs (a)
8 through (h) in every subcontract or purchase order unless exempted by the rules,
9 regulations, or orders of the Secretary of Labor issued pursuant to section 204 of
10 Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding
11 upon each subcontractor or vendor. The Subcontractor will take such action with respect
12 to any subcontract or purchase order as may be directed by the Secretary of Labor as a
13 means of enforcing such provisions, including sanctions for noncompliance: Provided,
14 however, that in the event the Subcontractor becomes involved in, or is threatened with,
15 litigation with a subcontractor or vendor as a result of such direction, the Subcontractor
16 may request the United States to enter into such litigation to protect the interests of the
17 United States.
18

19 6.11 Compliance With Civil Rights Laws and Regulations

20 (a) The Subcontractor shall comply with Title VI of the Civil Rights
21 Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L.
22 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975
23 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with
24 Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other
25
26

1 applicable civil rights laws, and with the applicable implementing regulations and any
2 guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

3 (b) These statutes prohibit any person in the United States from being
4 excluded from participation in, being denied the benefits of, or being otherwise subjected
5 to discrimination under any program or activity receiving financial assistance from the
6 Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By
7 executing this Subcontract, the Subcontractor agrees to immediately take any measures
8 necessary to implement this obligation, including permitting officials of the United States
9 to inspect premises, programs, and documents.
10

11 (c) The Subcontractor makes this agreement in consideration of and
12 for the purpose of obtaining any and all Federal grants, loans, contracts, property
13 discounts, or other Federal financial assistance extended after the date hereof to the
14 Subcontractor by the Bureau of Reclamation, including installment payments after such
15 date on account of arrangements for Federal financial assistance which were approved
16 before such date. The Subcontractor recognizes and agrees that such Federal assistance
17 will be extended in reliance on the representations and agreements made in this article
18 and that the United States reserves the right to seek judicial enforcement thereof.
19

20 (d) Complaints of discrimination against the Subcontractor shall be
21 investigated by the Contracting Officer's Office of Civil Rights.
22

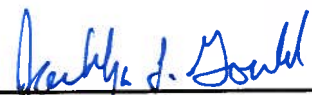
23 6.12 Confirmation of Subcontract. The Subcontractor shall promptly seek
24 a final decree of the proper court of the State of Arizona approving and confirming the
25 Subcontract and decreeing and adjudging it to be lawful, valid, and binding on the
26 Subcontractor. The Subcontractor shall furnish to the United States a certified copy of

1 such decree and of all pertinent supporting records. This Subcontract shall not be binding
2 on the United States, the Contractor, or the Subcontractor until such final decree has been
3 entered.

4 6.13 Contingent on Appropriation or Allotment of Funds. The expenditure
5 or advance of any money or the performance of any work by the United States hereunder
6 which may require appropriation of money by the Congress or the allotment of funds shall
7 be contingent upon such appropriation or allotment being made. The failure of the
8 Congress to appropriate funds or the absence of any allotment of funds shall not relieve
9 the Subcontractor from any obligation under this Subcontract. No liability shall accrue to
10 the United States in case such funds are not appropriated or allotted.
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

1 IN WITNESS WHEREOF, the parties hereto have executed this Subcontract
2 No. 21-XX-30-W0701 the day and year first above-written.
3
4

5 **THE UNITED STATES OF AMERICA**

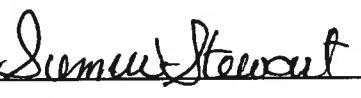
6
7 By: 
8 Regional Director
9 Lower Colorado Basin Region
10 Bureau of Reclamation

11 **CENTRAL ARIZONA WATER**
12 **CONSERVATION DISTRICT**

13
14 Attest: 
15 Alexandra M. Arboleda
16 Secretary

17
18 By: 
19 Terry Goddard
20 President

21 **CITY OF BUCKEYE**

22 Attest: 
23
24 Title: Deputy City Clerk

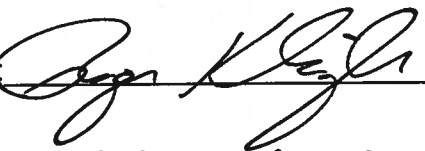
25 By: 
26 Title: CITY MANAGER

EXHIBIT A

Paragraph 8.11 of the Repayment Contract, as amended by Paragraph 4 of the Repayment Contract, Amendment No. 2 (Nov. 30, 2007), Contract No. 14-06-W-245

8.11 Priority in Case of Shortage. On or before June 1 of each Year, the Secretary shall announce the Available CAP Supply for the following Year in a written notice to the Contractor.

(a) Prior to January 1, 2044, a time of shortage shall exist in any Year in which the Available CAP Supply for that Year is insufficient to satisfy all of the entitlements set forth in subparagraphs (i) through (iii) below:

- (i) Three hundred forty-three thousand seventy-nine (343,079) acre-feet of CAP Indian Priority Water;
- (ii) Six hundred thirty-eight thousand eight hundred twenty-three (638,823) acre- feet of CAP M&I Priority Water; and
- (iii) Up to one hundred eighteen (118) acre-feet of CAP M&I Priority Water converted from CAP NIA Priority Water under the San Tan Irrigation District's CAP Subcontract.

(b) On or after January 1, 2044, a time of shortage shall exist in any Year in which the Available CAP Supply for that Year is insufficient to satisfy all of the entitlements as set forth in subparagraphs (i) through (iv) below:

- (i) Three hundred forty-three thousand seventy-nine (343,079) acre-feet of CAP Indian Priority Water;
- (ii) Six hundred thirty-eight thousand eight hundred twenty-three (638,823) acre- feet of CAP M&I Priority Water;
- (iii) Up to forty-seven thousand three hundred three (47,303) acre-feet of CAP M&I Priority Water converted from CAP NIA Priority Water pursuant to the Hohokam Agreement; and
- (iv) Up to one hundred eighteen (118) acre-feet of CAP M&I Priority Water converted from CAP NIA Priority Water under the San Tan Irrigation District's CAP Subcontract.

(c) Initial distribution of water in time of shortage.

- (i) If the Available CAP Supply is equal to or less than eight hundred fifty-three thousand seventy-nine (853,079) acre-feet, then 36.37518% of the Available CAP Supply shall be available for delivery as CAP Indian Priority Water and the remainder shall be available for delivery as CAP M&I Priority Water.

- (ii) If the Available CAP Supply is greater than eight hundred fifty-three thousand seventy-nine (853,079) acre-feet, then the quantity of water available for delivery as CAP Indian Priority Water shall be determined in accordance with the following equation and the remainder shall be available for delivery as CAP M&I Priority Water:

$$I = \{ [32,770 \div (E - 853,079)] \times W \} + (343,079 - \{ [32,770 \div (E - 853,079)] \times E \})$$

Where

I=the quantity of water available for delivery as CAP Indian Priority Water

E=the sum of entitlements to CAP Indian Priority Water and CAP M&I Priority Water as described in subparagraphs 8.11 (a) or (b), whichever is applicable; and

W=the Available CAP Supply

Example A. If, before January 1, 2044, the sum of the entitlements to CAP Indian Priority Water and CAP M&I Priority Water as described in subparagraph 8.11 (a) is nine hundred eighty-one thousand nine hundred two (343,079 + 638,823 + 0) acre-feet, then the quantity of water available for delivery as CAP Indian Priority Water would be ninety-three thousand three hundred three (93,303) acre-feet plus 25.43800% of the Available CAP Supply.

Example B. If, after January 1, 2044, the sum of the entitlements to CAP Indian Priority Water and CAP M&I Priority Water as described in subparagraph 8.11 (b) is one million twenty-nine thousand three hundred twenty-three (1,029,323) acre-feet (343,079 + 638,823 + 47,303 + 118), then the quantity of water available for delivery as CAP Indian Priority Water would be one hundred fifty-one thousand six hundred ninety-one (151,691) acre-feet plus 18.59354% of the Available CAP Supply

- (d) In time of shortage unscheduled CAP Water shall be redistributed as follows:
- (i) Any water available for delivery as CAP Indian Priority Water that is not scheduled for delivery pursuant to contract, leases or exchange agreements for the delivery of CAP Indian Priority Water shall become available for delivery as CAP M&I Priority Water.
 - (ii) CAP M&I Priority Water shall be distributed among those entities with contracts for the delivery of CAP M&I Priority Water in a manner determined by the Secretary and the CAP Operating Agency in consultation with M&I water users to fulfill all delivery requests to the greatest extent possible. Any water available for delivery as CAP M&I Priority Water that is not scheduled for delivery pursuant to contracts, leases or exchange agreements for the delivery of CAP M&I Priority Water shall become available for delivery as CAP Indian Priority Water.

(e) Any water remaining after all requests for delivery of CAP Indian Priority Water and CAP M&I Priority Water have been satisfied shall become available for delivery as CAP NIA Priority Water.

(f) Nothing in this paragraph 8.11 shall be construed to allow or authorize any CAP Contractor or CAP Subcontractor to receive, pursuant to such contracts, CAP water in amounts greater than such contractor's entitlement.

(g) Any Project water, as defined in Subarticles 5.27(b), (c) and (d) hereof, shall retain its priority relative to Project water as defined in Subarticle 5.27(a) hereof.

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

MEETING DATE: 10/05/21	AGENDA ITEM: 7.A. White Tank Mountains Conservancy Memorandum of Understanding (MOU)
DATE PREPARED: 09/30/21	DISTRICT NO.: 4 & 6
STAFF LIAISON: Robert Wisener, Administration and Project Manager, rwisener@buckeyeaz.gov, (623) 349-6621	
DEPARTMENT: Community 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 Fiscal Year 2021-2022 Memorandum of Understanding (MOU) between the City of Buckeye and the White Tank Mountains Conservancy; and authorizing the Mayor to execute and deliver said MOU on behalf of the City.

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

SUMMARY

PROJECT DESCRIPTION:

The Memorandum of Understanding (MOU) will be structured similarly to other MOU's the City has with partnering organizations, such as Buckeye Main Street Coalition and the Buckeye Valley Chamber of Commerce. The MOU will be for the initial term through June 30, 2022 and may be renewed for two additional one-year terms, subject to future Council approval. The Conservancy will provide research and education, including the completion of a Story Map, which highlights resources in the White Tank Mountains. In addition, the Conservancy will provide volunteer support with WTMC stewards monitoring trails in Skyline Regional Park and assisting with interpretive programs and events. The Conservancy will promote and market Skyline Regional Park programs and events offered by the City and provide general advocacy.

BENEFITS:

The White Tank Mountains Conservancy has been a valued partner with the City since its formation in 2015. The Conservancy is well positioned to provide the scope of services through its strategic partnerships and volunteer base.

FUTURE ACTION:

Section 2 of the MOU outlines the term, which will be for a one year period through June 30, 2022 and subject to two future one year renewals. Any renewals to the MOU will be brought before Council for consideration. As part of the scope of services, the White Tank Mountains Conservancy will present their accomplishments annually to Buckeye City Council.

FINANCIAL IMPACT STATEMENT:

The City will provide compensation to the Conservancy for \$15,000 as detailed in the agreement.

CURRENT FISCAL YEAR TOTAL COST:

\$15,000

BUDGETED:

Yes

FISCAL YEAR:

21/22

FUND/DEPARTMENT:

GL#10001100-523025

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

ATTACHMENTS:

[MOU White Tank Mountains Conservancy FY21-22 1.pdf](#)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BUCKEYE
AND
WHITE TANK MOUNTAINS CONSERVANCY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) between the CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation (the “City”), and WHITE TANK MOUNTAINS CONSERVANCY, an Arizona non-profit corporation (“WTMC”), is made and entered into as of October 5, 2021 (“Effective Date”).

RECITALS

WHEREAS, the City, through its Community Services Department, provides responsible stewardship, quality parks, trails, outdoor education programs, services, and recreational opportunities to the public at Skyline Regional Park; and

WHEREAS, the WTMC is a conservation organization working to provide stewardship in the form of advocacy, coordination, and leadership for volunteers to protect and conserve the varied natural, cultural, and recreational resources in and around Skyline Regional Park and the White Tank Mountains; and

WHEREAS, Skyline Regional Park and the White Tank Mountains comprise a significant portion of the City’s municipal planning area; and

WHEREAS, the City and WTMC agree that it is mutually beneficial to build a relationship in which the parties work together to accomplish common goals and objectives for the long-term protection and preservation of the White Tank Mountains’ natural and cultural resources while partnering to create opportunities to educate and promote to the public the recreation and ecological services in and around the White Tank Mountains; and

WHEREAS, WTMC is qualified to provide certain services for these purposes; and

WHEREAS, the City desires to engage WTMC to provide such services for the City.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, the City and WTMC agree as follows:

1.0 RECITALS.

The recitals set forth above are incorporated in this MOU as if fully set forth herein.

2.0 TERM.

This MOU shall be effective from October 5, 2021, and remain in full force and effect through June 30, 2022 (the “Initial Term”), unless terminated as otherwise provided herein.

The parties may renew this MOU for up to two additional one-year terms (each a “Renewal Term”), subject to the prior approval of the City Council and subject to availability and appropriation of funds for renewal in each subsequent year. Any such Renewal Term(s) shall commence and terminate in concurrence with the City’s fiscal year and upon the City’s written notice to WTMC given not later than 30 days prior to the end of the then-current Term. The Initial Term and any Renewal Terms are collectively referred to as the “Term.” Upon renewal, the terms and conditions of this MOU shall remain in full force and effect.

3.0 SCOPE OF SERVICES.

3.1 WTMC shall provide the following services to the City each fiscal year of the Term (the “Services”):

3.1.1 Research and Education. Complete, maintain, and update as necessary the Story Map, which highlights the resources in the White Tank Mountains, including the City’s Skyline Regional Park, and promote the Story Map to the public.

3.1.2 Advocacy. In coordination with the City, provide general advocacy for Skyline Regional Park and events, programs, and activities held in the park. The WTMC shall actively assess conservation challenges and opportunities affected by local, state, and national policy while advocating for the continued protection and enhancement of natural, cultural, and recreational resources.

3.1.3 Stewardship and Volunteerism. Provide a minimum of 280 hours of stewardship and volunteerism in Skyline Regional Park Term.

3.1.3.1 WTMC stewards shall provide volunteer support to monitor trails, alert the City of maintenance needs, and pick up trash along the Skyline Regional Park’s trails. Conservancy and its volunteers are not to maintain trails in Skyline Regional Park.

3.1.3.2 WTMC stewards shall provide volunteer support for Skyline Regional Park programs and events, such as stargazing programs, interpretive hikes, and other events, programs, and activities held in the park.

3.1.3.3 WTMC stewards shall provide volunteer support through the Desert Defenders program to map and monitor invasive species in Skyline Regional Park.

3.1.4 Annual Presentation. The WTMC will present to the City Council annually relating to WTMC’s MOU, accomplishments, and associated matters.

3.1.5 Marketing. The WTMC will promote and market City programs,

activities, and events held in Skyline Regional Park.

- 3.2 Alterations or Additions to the Scope of Services.** The total Scope of Services to be performed under this MOU is set forth herein; however, from time to time, the City and WTMC may agree that other services not contemplated herein are needed to accomplish the parties' shared goals and objectives regarding the White Tank Mountains and Skyline Regional Park ("Additional Services"). Either party may submit a written request to the other for Additional Services. Additional Services must be submitted to and reviewed by the City for approval and attached to this MOU as Appendix A. WTMC shall not be obligated to perform any Additional Services for the City without written authorization from the City detailing the services to be performed and the compensation, if any, to be paid by the City to WTMC for such Additional Services. For purposes of the provisions in this MOU regarding expenses, fees, and termination, Services include Additional Services.

4.0 COMPENSATION.

- 4.1** The City has appropriated \$15,000 to be paid to WTMC as compensation for the Services to be performed by WTMC during the Initial Term for FY2021-2022. The City shall pay the \$15,000 for FY 2021/2022 in one payment to WTMC. WTMC agrees to invoice the City for the total compensation upon execution of this MOU, and the City agrees to pay upon receiving the invoice.
- 4.2** Subject to budget availability and appropriation of funds, compensation for each Renewal Term, if any, shall be in such amount as may be determined pursuant to submission by WTMC of an annual budget request and prior approval by the City Council. WTMC shall submit its annual budget request not later than January 1st of the then-current Term, provided, however, that the City Council may approve, reject, or modify any annual budget request in its sole and absolute discretion.
- 4.3** WTMC agrees to invoice the City for the Services for Renewal Term(s), if any, upon renewal of this MOU. The City shall pay upon receiving the invoice following the execution of the renewal of this MOU.

5.0 GENERAL TERMS AND CONDITIONS.

- 5.1 WTMC Representations and Responsibilities.** WTMC makes the following representations to the City:
- 5.1.1** WTMC represents that it has been granted tax-exempt organization status under § 501(c)(3) of the Internal Revenue Code ("IRC") and is incorporated under the laws of the state of Arizona through its Corporation Commission as a non-profit corporation. WTMC will provide the City with a copy of the Internal Revenue Service determination letter granting WTMC its § 501(c)(3) status.
- 5.1.2** WTMC shall maintain its status as an IRC § 501(c)(3) not-for-profit entity

and remain in good standing with the Corporation Commission.

- 5.1.3 Throughout the Term of this MOU, WTMC shall serve as its own fiscal agent, purchasing agent, and personnel agent.
- 5.1.4 By executing this MOU, WTMC certifies and attests to the City that the WTMC governing board is constituted in compliance with its approved bylaws and that it actively fulfills its responsibilities for policy direction, including regularly scheduled meetings for which WTMC keeps minutes.
- 5.1.5 WTMC shall have full power and authority to do all acts that are necessary or desirable for the proper management of WTMC, including the authority to sign contracts and other business agreements in its own name, unless such acts are specifically restricted or prohibited by this MOU or by applicable law.
- 5.1.6 WTMC shall be responsible for payment of all expenses and fees incurred in the operation and management of WTMC, including expenses and fees incurred in performing the Services under this MOU, except as set forth herein, and shall indemnify the City from any claim, charge, assessment, debt, or default relating to such expenses at all times during the period of this MOU.
- 5.1.7 WTMC shall develop a three-year strategic plan approved by the WTMC board. WTMC may solicit, in accordance with the plan, private, corporate, and foundation funding and in-kind gifts, grants, and donations for supporting WTMC in its efforts to become a self-sustaining organization. All revenues, donations, and funds raised by WTMC shall be the property of WTMC and shall be used by WTMC for operating and capital expenses of WTMC and as otherwise approved by the WTMC Board.
- 5.1.8 WTMC agrees to attend City Council meetings and other City meetings, as necessary, with advance notice.

5.2 City Representations and Responsibilities. The City makes the following representations to WTMC:

- 5.2.1 **Coordination.** The City will coordinate with WTMC and other collaborating organizations on items, including but not limited to stewardship, advocacy, research, education, and planning. The City will designate a City employee to serve as a contact person between the City and WTMC. The City reserves the right to change that designation from time to time with written notice to WTMC. The City designated contact person shall meet at least semi-annually with the Board of WTMC to review projects and plans contemplated by this MOU.
- 5.2.2 **Booth Space.** Subject to availability, the City will provide booth space at no cost to the WTMC at City-sponsored special events and Skyline

Regional Park events, programs, and activities. Booth space must be reserved in advance by completing the appropriate booth space/vendor application form.

5.2.3 Meeting Space. The City will permit WTMC to use its meeting spaces and conference rooms at no cost during normal business hours if available and not reserved by the City or another organization. WTMC shall request dates and times two weeks before the meeting date to the CITY to reserve a conference room.

5.2.4 Promotion. The City will market and advertise WTMC programs and activities concerning Skyline Regional Park through its various social media channels.

5.3 Termination of MOU. The City has the right to terminate this MOU or abandon any portion of it regarding any service or representation that WTMC has not performed.

5.3.1 Termination for Convenience. The City and WTMC reserve the right to terminate this MOU or any part hereof for its sole convenience with 30 days' written notice.

5.3.2 Termination for Cause. The City may also terminate this MOU or any part hereof with seven days' written notice for cause in the event of any default by WTMC or if WTMC fails to comply with any of the material terms and conditions of this MOU. By way of example and not limitation, unsatisfactory performance as determined by the City and failure to provide the City, upon written request, with adequate assurances of future performance shall all be causes allowing the City to terminate this MOU for cause. In the event of termination for cause, the City shall not be liable to WTMC for any amount after the issuance of written notice, and WTMC shall be liable to the City for any and all damages sustained by reason of the default that gave rise to the termination. In addition, if WTMC violates any Federal, State, County, or City law, regulation, or ordinance, the City may terminate this MOU immediately upon giving written notice to WTMC.

5.3.3 Compensation Due Upon Termination. If the City terminates this MOU or any part of the Services provided herein, the City shall notify WTMC in writing ("Written Termination"), and immediately upon receiving such Written Termination, WTMC shall discontinue advancing the Services under this MOU. As compensation in full for Services performed to the date of such Written Termination, WTMC shall be paid for the percentage of Services actually completed. The amount to be paid shall be mutually agreed upon by WTMC and the City, based on the agreed Scope of Services and the actual direct costs incurred by WTMC to the date of such Written Termination. The City shall make this final payment within 60 days after WTMC has delivered the last of any partially completed items. WTMC

shall not be paid for any work done after receipt of Written Termination or for any costs incurred by WTMC's suppliers or subcontractors which WTMC could reasonably have avoided.

5.3.4 Setoff. If through any cause, WTMC fails to fulfill in a timely and proper manner its obligations under this MOU, or if WTMC shall violate any of the covenants, agreements, or stipulations of this MOU, the City may withhold any payments to WTMC for setoff until the exact amount of damages due to City from WTMC is determined.

5.4 AUDIT. The City may audit all of WTMC's records, calculations, and working documents pertaining to the subject matter of this MOU at a mutually agreeable time and place. WTMC's records shall be open to inspection and subject to audit and/or reproduction by the City's authorized representative to the extent necessary to permit evaluation and verification of the cost of the work, and any invoices, change orders, payments, or claims submitted by WTMC or any of its payees pursuant to the execution of this MOU. The City's authorized representative shall be afforded access, at reasonable times and places, to all of WTMC's records and personnel pursuant to the provisions of this section throughout the Initial Term and any Renewal Terms of this MOU and for three years after last or final payment. WTMC's records shall include current, accurate financial statements (hard copy, as well as computer-readable data) and any other supporting evidence deemed necessary by the City to verify that the funds provided under this MOU are expended in accordance with this MOU and that WTMC remains financially solvent.

5.4.1 WTMC shall require all subcontractors to comply with the provisions of this section by insertion of the requirements hereof in a written contract agreement between WTMC and the payee.

5.4.2 If an audit in accordance with this section discloses overcharges, of any nature, by WTMC to the City in excess of five percent (5%) of the total billings for direct costs, WTMC shall reimburse the City for the actual cost of the City's audit and the overcharges. Any adjustments or payments required as a result of any such audit or inspection of WTMC's invoices and/or records shall be made promptly, not to exceed 30 days from the City's presentation of the findings to WTMC.

5.5 REPORTING. Within thirty (30) days of completing the Initial Term and any Renewal Terms, WTMC shall submit to the City an accurate financial report setting forth how the funds received from the City were expended.

5.6 SUCCESSORS AND ASSIGNS. This MOU shall extend to and be binding upon WTMC, its successors and assigns, including any individual, company, partnership, or other entity with or into which WTMC shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which WTMC shall sell its assets.

- 5.7 ASSIGNMENT.** Services covered by this MOU shall not be assigned or subcontracted in whole or in part without the prior written consent of the City.
- 5.8 SUBCONTRACTORS.** During the performance of this MOU, WTMC may engage such subcontractors, as approved by the City, as may be required for the timely completion of this MOU. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this MOU rests with WTMC.
- 5.9 MODIFICATIONS.** Any amendment, modification, or variation from the terms of this MOU shall be in writing and shall be effective only after approval of all parties signing this MOU.
- 5.10 CONFLICTS OF INTEREST.** This MOU is subject to cancellation under A.R.S. § 38-511.
- 5.11 FORCE MAJEURE.** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such force majeure events include, but are not limited to, acts of God, riots, civil disturbance, acts of war, epidemics, pandemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 5.12 TAXES.** The compensation to be paid under this MOU includes any and all taxes applicable to the activities hereunder. The City shall have no obligation to pay additional amounts for taxes of any type.
- 5.13 COUNTERPARTS.** This MOU may be executed in one or more counterparts, and each executed duplicate counterpart of this MOU shall be deemed to possess the full force and effect of the original.
- 5.14 ENTIRE AGREEMENT.** This MOU constitutes the parties' entire understanding, and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.
- 5.15 APPLICABLE LAW; VENUE.** In the performance of this MOU, WTMC shall abide by and conform to any and all laws of the United States, the State of Arizona, and the City, 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 MOU. This MOU 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.
- 5.16 NOTICES.** Any notice or other communication required or permitted to be given under this MOU shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (c) given to a recognized and reputable overnight delivery service, to the address

set forth below:

On behalf of WTMC: White Tank Mountains Conservancy
4236 North Verrado Way, A201
Buckeye, Arizona 85396
Attention: Les Meyers, Executive Director
Phone: (602) 762-2262

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

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

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

5.17 INDEPENDENT CONTRACTOR. The Services WTMC provides under the terms of this MOU to the City are that of an independent contractor, not an employee or agent of the City. If required, the City will report the value paid for these Services each year to the Internal Revenue Service using Form 1099. The City shall not withhold income tax as a deduction from payments to be made under this MOU, provided WTMC provides the necessary Form W-9.

5.18 INDEMNIFICATION. To the fullest extent permitted by law, WTMC, its successors, assigns and guarantors, shall indemnify and hold harmless the City, its agents, representatives, officers, directors, officials, and employees for, from, and against all damages, losses, and expenses including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings, to the extent caused by or resulting from any negligent act or omission of WTMC in work or services performed under this MOU including, but not limited to, the negligent acts or

omissions of any subcontractor or anyone directly or indirectly employed by any subcontractor for whose acts WTMC may be liable including any injury or damages claimed by any of WTMC's and subcontractor's employees. Any settlement of claims shall fully release and discharge the indemnified parties from any further liability for those claims. The release and discharge shall be in writing and shall be subject to approval by City, which approval shall not be unreasonably withheld or delayed. It is agreed that WTMC's indemnity obligations under this MOU are triggered only if WTMC has notice of the allegations, demands, proceedings, suits, actions, claims, damages, losses, or expenses contemplated above. Insurance provisions set forth in this MOU are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope, magnitude, and applicability of the insurance provisions.

5.19 REQUIRED INSURANCE COVERAGE.

5.19.1 Commercial General Liability. WTMC 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. To the fullest extent allowed by law, for claims arising out of the performance of this MOU, the City, its agents, representatives, officers, officials, and employees shall be cited as an Additional Insured.

5.19.2 Directors & Officers Liability/Company Reimbursement. If determined to be necessary by the City, WTMC shall maintain Directors and Officers Liability insurance (if directors and officers are not indemnified by WTMC) or Company Reimbursement insurance (if directors and officers are indemnified by WTMC) with a limit of not less than \$1,000,000 each occurrence.

5.19.3 Vehicle Liability. When applicable, WTMC shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each occurrence on WTMC's owned, hired, and non-owned vehicles assigned to or used in the performance of WTMC's work or Services under this MOU. To the fullest extent allowed by law, for claims arising out of the performance of this MOU, the City, its agents, representatives, officers, directors, officials, and employees shall be cited as an Additional Insured.

5.19.4 Workers' Compensation Insurance. When applicable, WTMC shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over WTMC's employees engaged in the performance of work or Services under this MOU 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.

5.19.5 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days' prior written notice to the City.

5.20 E-VERIFY REQUIREMENTS. To the extent applicable under A.R.S. § 41-4401, WTMC warrants compliance, on behalf of itself and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). WTMC's breach of the warranty mentioned above shall be deemed a material breach of this MOU, and the City may terminate the MOU. The City retains the legal right to inspect the papers of WTMC or any subcontractor who works on the MOU to ensure that WTMC is complying with the above-mentioned warranty.

5.21 SEVERABILITY. If any term or provision of this MOU shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this MOU shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

5.22 AUTHORITY. Each party hereby warrants and represents that it has full power and authority to enter into and perform this MOU, and that the person signing on behalf of each party has been properly authorized and empowered to enter into this MOU. Each party further acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this MOU.

(SIGNATURES FOLLOW)

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

CITY OF BUCKEYE,
an Arizona municipal corporation

**WHITE TANK MOUNTAINS
CONSERVANCY,** an Arizona nonprofit
corporation

By: _____
Eric W. Orsborn, Mayor

By: Les Meyers
Les Meyers, Executive Director

Date: _____

Date: 8/18/2021

ATTEST:

By: _____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

By: _____
Shiela B. Schmidt, City Attorney

**APPENDIX A
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BUCKEYE
AND
WHITE TANK MOUNTAINS CONSERVANCY
(Additional Services)**

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

MEETING DATE: 10/05/21	AGENDA ITEM: 7.B. US Capital Development Public Infrastructure Reimbursement Agreement
DATE PREPARED: 09/30/21	DISTRICT NO.: 6
STAFF LIAISON: Scott Zipprich, City Engineer, szipprich@buckeyeaz.gov , (623) 349-6217; Dave Roderique, Deputy City Manager, droderique@buckeyeaz.gov , (623) 349-6971	
DEPARTMENT: Engineering	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. 67-21 approving the Public Infrastructure Reimbursement Agreement between the City of Buckeye, an Arizona Municipal Corporation, Buckeye Phase I Owner, LLC, a Delaware Limited Liability Company, and Buckeye Phase II Owner, LLC, a Delaware Limited Liability Company, relating to reimbursement of costs for regional public infrastructure to be constructed by Buckeye Phase I Owner, LLC and Buckeye Phase II Owner, LLC and thereafter conveyed to the City of Buckeye; and authorizing the Mayor to execute and deliver said Agreement and related documents on behalf of the City.

RELEVANT GOALS:

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

ADDITIONAL RELEVANT GOALS:

GOAL 2: Enhanced Economic Well-Being and Vitality

SUMMARY

PROJECT DESCRIPTION:

BUCKEYE PHASE I OWNER, LLC, and BUCKEYE PHASE II OWNER, LLC,, both Delaware Limited Liability Companies (dba as U.S. Capital Development LLC), in conjunction with the development of their new "Paloma Vista Logistics Center" industrial park, agrees to design, engineer, permit, construct and install the following regional public infrastructure improvements; (1) approximately 8,200' of new sewer line, running from Perryville and Van Buren north to approximately Perryville and Virginia, with an estimated cost of \$4,700,561; and (2) regional drainage facilities to channel stormwater that currently flows from the northwestern corner of U.S. Capital's site to the Perryville and Van Buren intersection, with an estimated cost of \$3,186,650, plus land on which to construct the drainage improvements totaling \$1,820,889, for a total cost not to exceed \$9,708,100. Owner shall begin construction of the infrastructure no later than July 30, 2022 and be completed no later than September 30, 2023. Owner acknowledges and agrees that reimbursement of infrastructure will be following the city's acceptance of the infrastructure and conveyance of the infrastructure to the city and subject to the terms and conditions of the agreement. The infrastructure reimbursement amount applies to the regional public infrastructure improvements only, as outlined above, and shall not exceed \$9,708,100. These improvements will not only allow for the development of the Paloma Vista I-10 Logistics Center, but other properties in the area. The industrial lands in this area are in high demand,

and it is likely that this action will help to ultimately facilitate up to 5,000 new jobs in this area.

BENEFITS:

The public infrastructure to be constructed and installed by Owner, while necessary to serve development within the development, also include certain improvements that are of regional benefit to the City and its residents.

FUTURE ACTION:

None

FINANCIAL IMPACT STATEMENT:

The City will be designating the funds received from the American Rescue Plan Act (ARPA) to reimburse the developer upon the city's acceptance and conveyance of the public infrastructure and subject to the terms and conditions of the agreement in an amount not to exceed \$9,708,100. The amount will be included in the City's FY 2022-23 General Fund Non-Departmental Reimbursement Agreement Budget.

CURRENT FISCAL YEAR TOTAL COST:

Reimbursement amount is not to exceed \$9,708,100 is expected to be paid out in FY22/23 at such time that the terms of the agreement have been met.

BUDGETED:

No

FISCAL YEAR:

To be requested to be funded as part of the FY 22/23 Budget.

FUND/DEPARTMENT:

Economic Development Infrastructure Fund

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

ATTACHMENTS:

[Public Infrastructure Reimbursement Agreement.US Capital.Perryville.McDo....pdf](#)
[RES 67-21 Buckeye Phase I Owner and Buckeye Phase II Owner P.I.R.A.pdf](#)

WHEN RECORDED, RETURN TO:

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

**PUBLIC INFRASTRUCTURE
REIMBURSEMENT AGREEMENT
(Perryville/McDowell)**

BETWEEN

**THE CITY OF BUCKEYE,
an Arizona municipal corporation,**

**BUCKEYE PHASE I OWNER, LLC,
a Delaware Limited Liability Company,**

AND

**BUCKEYE PHASE II OWNER, LLC,
a Delaware Limited Liability Company**

DATED October 5, 2021

**PUBLIC INFRASTRUCTURE
REIMBURSEMENT AGREEMENT
(Perryville/McDowell)**

1. **Date.** The date of this Public Infrastructure Reimbursement Agreement (“*Agreement*”) is October 5, 2021 (the “*Effective Date*”).

2. **Parties.** The parties to this Agreement are:

(a) CITY OF BUCKEYE, ARIZONA
Attention: Roger Klingler, City Manager
530 East Monroe Avenue
Buckeye, Arizona 85326

(“*City*”)

(b) BUCKEYE PHASE I OWNER, LLC
Scott Sachtleben
Managing Principal
U.S. Capital
7911 Forsyth Blvd., Suite 200
St. Louis, MO 63105
314-261-7355 (Office)
314-541-5553 (Cell)
ssachtleben@uscd.com

And

(c) BUCKEYE PHASE II OWNER, LLC
Scott Sachtleben
Managing Principal
U.S. Capital
7911 Forsyth Blvd., Suite 200
St. Louis, MO 63105
314-261-7355 (Office)
314-541-5553 (Cell)
ssachtleben@uscd.com

(collectively, “*Owner*”)

3. **Background.** The following is the background to this Agreement:

(a) Owner is in escrow (the “*Escrow*”) to purchase certain real property generally located in the northwestern quadrant of McDowell and Perryville Roads in the City of Buckeye, Arizona and consisting of approximately 179.665 acres, the legal description of which is attached as **Exhibit A** and depicted on the attached **Exhibit B** (the “*Land*”). Because the Escrow for Owner’s purchase of the Land is scheduled to close subsequent to City Council

consideration of this Agreement, this Agreement, subject to City Council approval of the terms and conditions of the Agreement, shall be deposited in Escrow by Owner as a document to be executed and delivered by the City as a requirement and a condition of closing of the Escrow. This Agreement shall be recorded and become effective at the close of the Escrow. In the event Escrow does not close by January 28, 2022, this Agreement shall automatically terminate as to the Land without the necessity of any notice, agreement or recording by and between the parties.

(b) Owner is required by City Code, including the City Development Code, to construct and install, at no cost to the City, the public infrastructure necessary for the City to provide municipal services to the Land.

(c) Owner and the City are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes (“*A.R.S.*”) § 9-500.05 to facilitate the proper development of the Land by providing for, among other things: (i) conditions, terms, restrictions and requirements for public infrastructure and subsequent reimbursement, and (ii) other matters related directly or indirectly to the development of the Land.

(d) Among other things, development of the Land will result in the planning, design, engineering, construction, acquisition, installation, and/or provision of public infrastructure that will support development of the Land.

(e) The public infrastructure to be constructed and installed by Owner pursuant to City Code requirements, while necessary to serve development within the Land, also includes certain improvements that are of regional benefit to the City and its residents that would not otherwise be required of Owner in connection with development of the Land. Given the regional significance of such public infrastructure as identified in this Agreement, the City is willing to reimburse Owner subject to the terms and conditions as set forth in this Agreement.

(f) Notwithstanding the regional improvements and potential reimbursement therefor as set forth in this Agreement, Owner acknowledges that the Owner or its successor(s) or assign(s) is required to construct the public infrastructure improvements necessary for the development of the Land.

4. **Agreement.** For good and valuable consideration, including the benefits to City and Owner as described above, City and Owner agree as is more specifically set forth in this Agreement.

5. **Laws and Regulations.**

(a) The City of Buckeye Code, including but not limited to that portion titled the “*Development Code*”, each as amended from time to time, shall govern the development of the Land. The City must be able to regulate the planning and development of the Land and the construction and installation of public infrastructure on the Land in order to serve the best interests of the City. Consequently, City reserves, exercising its sole and absolute discretion, the right to amend existing or to adopt new laws, rules, regulations and standards of development for the City, including resolutions, official policies and procedures and the Development Code (collectively, as amended or adopted from time to time, the “*Laws and Regulations*”), and the Laws and Regulations shall apply to the Land.

(b) Any change to the Laws and Regulations as allowed in this section shall not discriminate against Owner and the Land, and any change shall be uniformly applied to all similar land and landowners at such time such land is within the boundaries of City.

6. Regional Improvements to be Constructed by Owner.

(a) Owner agrees to design, engineer, permit, construct and install the regional public infrastructure that is the subject of this Agreement, which shall include, without limitation, the following: (i) a 12-inch [size is subject to final City Engineer approval] sewer line extension of approximately 8,200' to run north from the intersection of Perryville and Van Buren to approximately Perryville and Virginia; and (ii) drainage improvements (collectively, the "***Infrastructure***"). The regional Infrastructure is more particularly described on **Exhibit C** attached hereto and incorporated by this reference. Owner shall commence construction of the Infrastructure no later than July 30, 2022 and construction and installation of the Infrastructure shall be completed by Owner no later than September 30, 2023. Because the Infrastructure has not been constructed or installed at the time of entering into this Agreement, Owner has provided the City with Owner's engineer's estimate of costs for construction and installation of the Infrastructure is attached as **Exhibit D** to this Agreement and incorporated herein by reference. Owner acknowledges and agrees that reimbursement to Owner by the City for the Infrastructure, following City acceptance of the Infrastructure and conveyance of the Infrastructure to the City and subject to the terms and conditions of this Agreement, shall not exceed the total amount of Nine Million Seven Hundred Eight Thousand One Hundred and No/100 (\$9,708,100.00) (the "***Infrastructure Reimbursement Amount***").

(b) Owner specifically acknowledges and agrees that the construction of the Infrastructure subject to reimbursement from the City as provided in this Agreement shall be publicly procured pursuant to A.R.S. Title 34, as amended, and in accordance with the procurement code and policies of the City. In addition, Owner specifically acknowledges and agrees that any land cost in connection with the Infrastructure that is subject to the Infrastructure Reimbursement Amount pursuant to this Agreement shall be determined by a certified, independent appraisal conducted prior to development of the property and approved by the City.

(c) In the event Owner does not commence construction of the Infrastructure by July 30, 2022, this Agreement shall automatically terminate as to the Land without the necessity of any notice, agreement or recording by and between the parties. If Owner commenced construction of the Infrastructure by July 30, 2022 but construction of the Infrastructure is not completed in accordance with City requirements and approved plans by September 30, 2023, this Agreement shall automatically terminate as to the Land without the necessity of any notice, agreement or recording by and between the parties. In the event of documented and valid business reasons resulting in delays and the inability for Owner to meet the construction commencement and completion dates, the City Manager shall have the authority to administratively extend these deadlines for up to one additional year; extensions beyond one year shall require an amendment to this Agreement and the approval of the City Council.

(d) The design, construction and installation of the Infrastructure shall be in conformance with plans and specifications (the "***Technical Specifications***") submitted to the City for its review and approval in its sole and absolute discretion, and shall be subject to and in

compliance with the Laws and Regulations. Owner acknowledges and agrees that the Technical Specifications may be modified by the City from time to time in order to comply with the Laws and Regulations or to enhance operating efficiency. Any modification by the City to the Technical Specifications shall not be applied retroactively to any Infrastructure Improvements to the extent the City has already granted approval based on prior Technical Specifications and Owner has materially and substantially acted on such approval.

(e) Owner shall give to City a two-year warranty for all Infrastructure, which warranty shall begin on the date that City accepts the Infrastructure. Any material deficiencies in material or workmanship identified by City's staff during the two-year warranty period shall be brought to the attention of Owner, who shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of City's staff. Continuing material deficiencies in a particular portion of the Infrastructure shall be sufficient grounds for City to require (i) an extension of the warranty for an additional two-year period or, (ii) the proper repair of, or (iii) the removal and reinstallation of that portion of the Infrastructure that is subject to such continuing deficiencies. Regardless of whether the two-year warranty period has expired, the Owner agrees to repair any damage to the Infrastructure caused by Owner's construction activities on the Land. Nothing contained herein shall prevent the City or Owner from seeking recourse against any other third party for damage to the Infrastructure caused by such third party. In addition to the two-year warranty provided above, for a period of five years from the date that the City accepts the Infrastructure, in the event the Infrastructure do not perform to their rated production or treatment capabilities, for reasons other than normal wear and tear, Owner shall make City-approved corrections or additions to the Infrastructure as may be necessary to achieve the rated production or treatment capabilities.

(f) Owner shall maintain and repair all Infrastructure comprised of streets, parkways, alleys curbs, gutters, sidewalks and all appurtenances thereto at its expense, for a period of two (2) years from the date the City accepts the Infrastructure. Such maintenance shall consist of all maintenance and repair actions reasonably required by customary engineering industry standards for each item of the Infrastructure.

7. Infrastructure Reimbursement.

(a) Reimbursement of the Infrastructure Reimbursement Amount is subject to the terms and conditions of this Agreement.

(b) Completion of Construction and Installation of Infrastructure; Verified Costs. Owner shall, within sixty (60) days of written acceptance of the Infrastructure from the City, furnish the City with: (a) copies of all bills, invoices and other statements of expenses incurred by Owner, covering all of the costs of eligible services, materials, equipment, supplies, construction and installation of the Infrastructure; and (b) lien waivers and releases from contractors, subcontractors, consultants and vendors for services, materials, equipment, supplies and construction included in the Infrastructure; and (c) receipts, specifying exact amount of payments in full by Owner to all contractors, subcontractors, consultants and vendors for all services, materials, equipment, supplies, labor and other costs of construction of the Regional Improvements; and (d) as-built drawings certified as to correctness by an engineer registered in the State of Arizona and showing the locations, materials and other information as required by

the City Engineer; and (e) any other reasonable information required by the City to verify the actual costs of construction of the Infrastructure. The City's written, signed and dated verification of the actual costs of construction of the Infrastructure shall hereinafter collectively be referred to as the "**Verified Costs.**"

(c) The City's payment of the Infrastructure Reimbursement Amount to Owner shall be based on the City's Verified Costs and the actual amount verified by the City; provided however, that in no event shall the Infrastructure Reimbursement Amount exceed the total amount of Nine Million Seven Hundred Eight Thousand One Hundred and No/100 (\$9,708,100.00). Payment will be made to Owner by the City within thirty (30) days following the City's determination of the Verified Costs.

(d) The obligations of the City under this Section 7 do not constitute an obligation to levy or pledge any form of taxation nor does the obligation constitute an indebtedness of the City or the State, or any of its political subdivisions, within the meaning of the constitution of the State of Arizona.

8. Conflicts of Interest. The parties acknowledge that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, as amended.

9. Covenants Running with the Land. The provisions of this Agreement shall be for the benefit of, and shall be a burden upon, the Land, and the provisions of this Agreement shall be covenants running with the Land, without the necessity of an assignment of this Agreement with the conveyance of any part of the Land.

10. Indemnity. Owner (or its successors or assigns) shall indemnify, defend and hold harmless the City and each council member, officer, official or employee 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 reasonable attorneys' fees) to which any such Indemnified Party may become subject, at law or in equity or otherwise ("**Claims**"), insofar as such Claims (or actions in respect thereof) arise out of or are based upon any provisions of this Agreement, except for those Claims which have been adjudicated to be caused by the City's gross negligence or intentional misconduct.

11. Dispute Resolution. The parties shall be limited to the remedies and dispute resolution process set forth in Exhibit E attached hereto concerning any dispute, controversy, claim, or cause of action arising out of or relating to this Agreement. The parties agree that any award rendered by the arbitrator (as defined in Exhibit E) pursuant to the provisions of Exhibit E shall be binding on all parties, and if a party does not abide by the award rendered by the arbitrator, the provisions of Exhibit E shall apply.

12. Term. Subject to Section 3(a) and Section 6(c) of this Agreement, this Agreement shall automatically terminate as to the Land without the necessity of any notice, agreement or recording by and between the parties three (3) years after the Effective Date of this Agreement. Upon the termination of this Agreement, neither party shall have any further obligations under this Agreement. However, such termination shall not affect any approval,

permit, subdivision map or site plan that has been given, issued or approved by City for any part of the Land as of the date of such termination.

13. **No Agency or Partnership.** Neither City nor Owner are acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture or other business relationship between City and Owner.

14. **No Third Party Beneficiary.** This Agreement shall not create any third party beneficiary rights to any person or entity who is not a party to this Agreement, including any lender to the Owner, unless expressly provided to the contrary in this Agreement (and then only to the extent so provided).

15. **Recording.** City shall record this Agreement with the County Recorder no later than ten (10) days after the last party to execute this Agreement.

16. **Time of Essence.** Time is of the essence of this Agreement.

17. **Benefit and Binding Effect.** This Agreement shall be for the benefit of and binding upon the parties hereto and their successors and assigns.

18. **Waiver of Claims.** The Owner on behalf of itself and all other parties having an interest in the Land intends to encumber the Land with the following agreements and waivers. Owner agrees and consents to all the conditions imposed by this Agreement, and by signing this Agreement waives any and all claims, suits, damages, compensation and causes of action for diminution in value of the Land the owner of the Land may have now or in the future under the provisions of A.R.S. Sections 12-1134 through and including 12-1136 resulting from this Agreement or from any "land use law" (as such term is defined in the aforementioned statute sections) expressly permitted or contemplated by this Agreement to be enacted, adopted or applied by the City now or hereafter. Owner acknowledges and agrees the terms and conditions set forth in this Agreement cause an increase in the fair market value of the Land and such increase exceeds any possible reduction in the fair market value of the Land caused by any future land use laws, rules, ordinances, resolutions or actions expressly permitted or contemplated by this Agreement and adopted or applied by the City to the Land.

19. **Amendment.** Any amendment to this Agreement shall be in writing.

20. **Notices.** All notices, requests, waivers, approvals, acceptances or other communications under this Agreement shall be in writing and shall be deemed given when personally delivered or transmitted by facsimile or two days after mailing by certified mail, return receipt requested and postage prepaid, to the addresses or facsimile numbers set forth below:

(a)	For City:	Roger Klingler, City Manager City of Buckeye 530 East Monroe Avenue Buckeye, Arizona 85326
-----	-----------	---

With a copy to: Shiela B. Schmidt, Esq., City Attorney
Gust Rosenfeld PLC
One East Washington Street, Suite 1600
Phoenix, Arizona 85004
Email: sschmidt@gustlaw.com

(b) Owner Buckeye Phase I Owner, LLC
Scott Sachtleben
Managing Principal
U.S. Capital
7911 Forsyth Blvd., Suite 200
St. Louis, MO 63105
314-261-7355 (Office)
314-541-5553 (Cell)
ssachtleben@uscd.com

and

Buckeye Phase II Owner, LLC
Scott Sachtleben
Managing Principal
U.S. Capital
7911 Forsyth Blvd., Suite 200
St. Louis, MO 63105
314-261-7355 (Office)
314-541-5553 (Cell)
ssachtleben@uscd.com

No notice to a party shall be effective unless and until a copy of such notice is given to, or as appropriate, received by, all persons indicated above as entitled to receive required copies of notices to that party. The above described recipients of notices may change their address for notice purposes by giving the other parties notice of such change, provided, however, that no such change in notice shall be effective for a period of ten (10) days following such notice of such change. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by legal counsel for such party.

21. Force Majeure. The performance of either party and the duration of this Agreement shall be extended by any causes that are beyond the control of the party required to perform, such as an act of God, civil or military disturbance and labor or material shortage.

22. Governing Law. This Agreement shall be governed by and construed under the laws of the state of Arizona, and any litigation shall take place only in Maricopa County, Arizona.

23. **Attorneys Fees.** The prevailing party in any litigation in connection with this Agreement shall be entitled to its attorneys' fees and costs.

24. **No Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Owner of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

25. **Severability.** If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the parties to achieve the practical and proportional benefits and obligations of the arrangements contemplated by this Agreement. Otherwise, either party may terminate this Agreement.

26. **Exhibits; Merger.** This Agreement, together with **Exhibits A** through **Exhibit E** listed below, attached hereto and incorporated herein by this reference, constitute the entire agreement between the parties with respect to construction of the Infrastructure as set forth in this Agreement. All prior contemporaneous agreements, representations and understandings of the parties, oral or written, with respect thereto are hereby superseded and merged herein.

<u>Exhibit A</u>	Legal Description of the Land
<u>Exhibit B</u>	Depiction of the Land
<u>Exhibit C</u>	Description of Improvements
<u>Exhibit D</u>	Owner's Engineer's Estimate of Cost of Infrastructure
<u>Exhibit E</u>	Dispute Resolution

27. **Representations and Warranties.** As of the date of the execution of this Agreement, the parties represent and warrant to each other as follows:

(a) **By Owner:**

(i) Owner is a corporation or limited liability company duly formed and in good standing in its State of incorporation or formation and duly qualified to do business in Arizona.

(ii) Owner has the authority, including the person signing for Owner, and the right to enter into this Agreement as authorized by the board of directors or members of the Owner at duly noticed meetings at which quorums were present. Owner has obtained the consent from the current landowner to record this Agreement against the Land.

(iii) Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

(iv) Owner has not relied on any representations or warranties of the City other

than those expressly set forth in this Agreement.

(b) **By City:** This Agreement was approved at a duly noticed and held public meeting by the Mayor and City Council, at which a quorum was present and the execution of this Agreement was authorized in accordance with the terms of this Agreement.

28. Counterpart Signature. This Agreement may be executed in counterpart, each of which shall be deemed an original, and all of which combined shall constitute one and the same instrument.

29. Signature. The parties have executed this Agreement on the date set forth below and the current landowner has authorized the recordation of this Agreement.

CITY OF BUCKEYE, ARIZONA, an Arizona
municipal corporation

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 20____, before me personally appeared Eric W. Orsborn, Mayor of the CITY OF BUCKEYE, ARIZONA, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed this Public Infrastructure Reimbursement Agreement on behalf of the City.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

Notary Public in and for the State of Arizona

BUCKEYE PHASE I OWNER, LLC, a Delaware
limited liability company

By: 
Its: 

STATE OF MISSOURI
COUNTY OF SAINT LOUIS

On this 29th day of September, 2021, before me personally appeared Scott Sachtleber, the MANAGER of BUCKEYE PHASE I OWNER, LLC, a Delaware limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed this Public Infrastructure Reimbursement Agreement on behalf of BUCKEYE PHASE I OWNER, LLC.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)





Notary Public in and for the State of _____

BUCKEYE PHASE II OWNER, LLC, a
Delaware limited liability company

By: Scott Sahtleker
Its: Manager

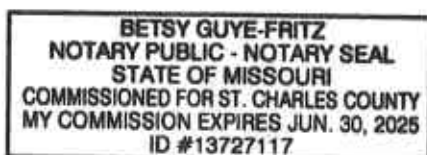
STATE OF MISSOURI
COUNTY OF SAINT LOUIS

On this 29 day of September, 2021, before me personally appeared Scott Sahtleker, the Manager of BUCKEYE PHASE II OWNER, LLC, a Delaware limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed and consented to the recordation of this Public Infrastructure Reimbursement Agreement on behalf of BUCKEYE PHASE II OWNER, LLC.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

[Signature]
Notary Public in and for the State of _____



**EXHIBIT A
TO
PUBLIC INFRASTRUCTURE
REIMBURSEMENT AGREEMENT
BETWEEN
THE CITY OF BUCKEYE,
BUCKEYE PHASE I OWNER, LLC,
AND
BUCKEYE PHASE II OWNER, LLC**

[Legal Description of Land]

See following page(s).

EXHIBIT 'A'

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE SOUTHEAST ONE QUARTER OF SECTION 33, TOWNSHIP 2 NORTH RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ALUMINUM CAP ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 33;

THENCE NORTH 00 DEGREES 18 MINUTES 44 SECONDS EAST, ALONG THE NORTH-SOUTH MIDSECTION LINE, A DISTANCE OF 2,636.59 FEET TO A 1/2 INCH REBAR ACCEPTED AS THE CENTER OF SECTION;

THENCE SOUTH 89 DEGREES 34 MINUTES 29 SECONDS EAST, LEAVING SAID NORTH-SOUTH MIDSECTION LINE, A DISTANCE OF 50.45 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 493.79 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23 DEGREES 43 MINUTES 14 SECONDS AN ARC LENGTH OF 204.43 FEET TO A POINT OF TANGENCY;

THENCE NORTH 66 DEGREES 42 MINUTES 17 SECONDS EAST A DISTANCE OF 721.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1800.07 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES 06 MINUTES 50 SECONDS AN ARC LENGTH OF 1103.18 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 78 DEGREES 10 MINUTES 53 SECONDS EAST A DISTANCE OF 280.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1200.05 FEET;

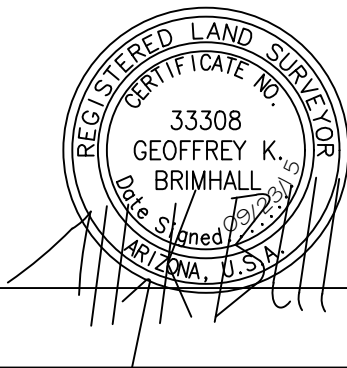
THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 23 MINUTES 18 SECONDS AN ARC LENGTH OF 238.53 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 89 DEGREES 34 MINUTES 29 SECONDS EAST A DISTANCE OF 140.18 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;

THENCE SOUTH 00 DEGREES 26 MINUTES 06 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 369.54 FEET TO AN ALUMINUM CAP ACCEPTED AS THE EAST QUARTER CORNER OF SAID SECTION 33;

THENCE SOUTH 00 DEGREES 26 MINUTES 19 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 2638.96 FEET TO A BRASS CAP IN HAND HOLE ACCEPTED AS THE SOUTHEAST CORNER OF SAID SECTION 33;

THENCE NORTH 89 DEGREES 31 MINUTES 22 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, AND ALONG THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION, A DISTANCE OF 2635.90 FEET TO THE POINT OF BEGINNING;



KAeko, INC.
JOB# 7021048

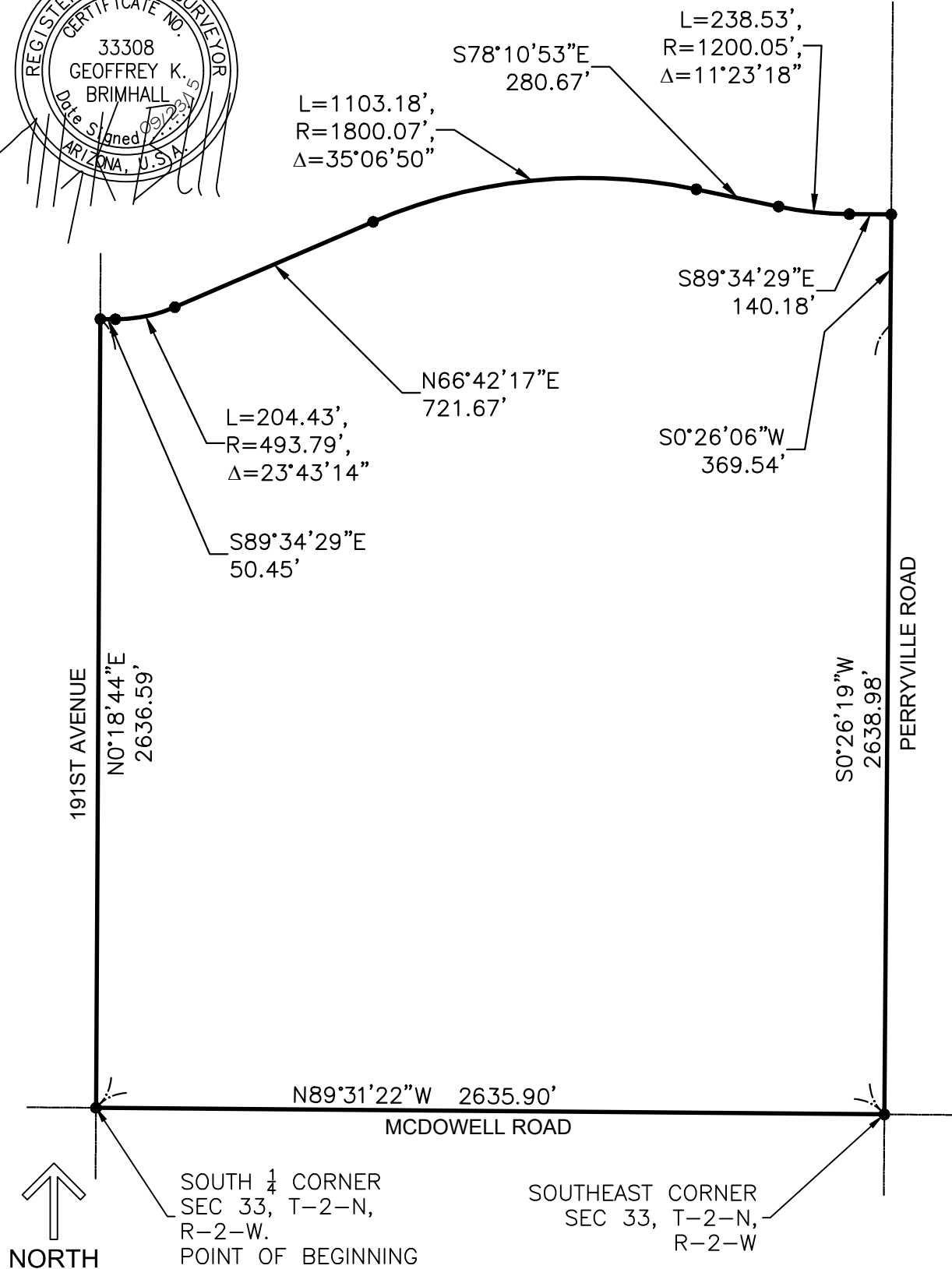
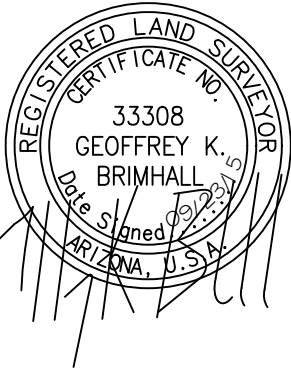
09/23/21
GROSS AREA LEGAL DESCRIPTION

**EXHIBIT B
TO
PUBLIC INFRASTRUCTURE
REIMBURSEMENT AGREEMENT
BETWEEN
THE CITY OF BUCKEYE,
BUCKEYE PHASE I OWNER, LLC,
AND
BUCKEYE PHASE II OWNER, LLC**

[Depiction of Land]

See following page(s).

EXHIBIT 'B'



KAEKO, INC.
 JOB# 7021048

09/23/21
 GROSS AREA LEGAL DESCRIPTION

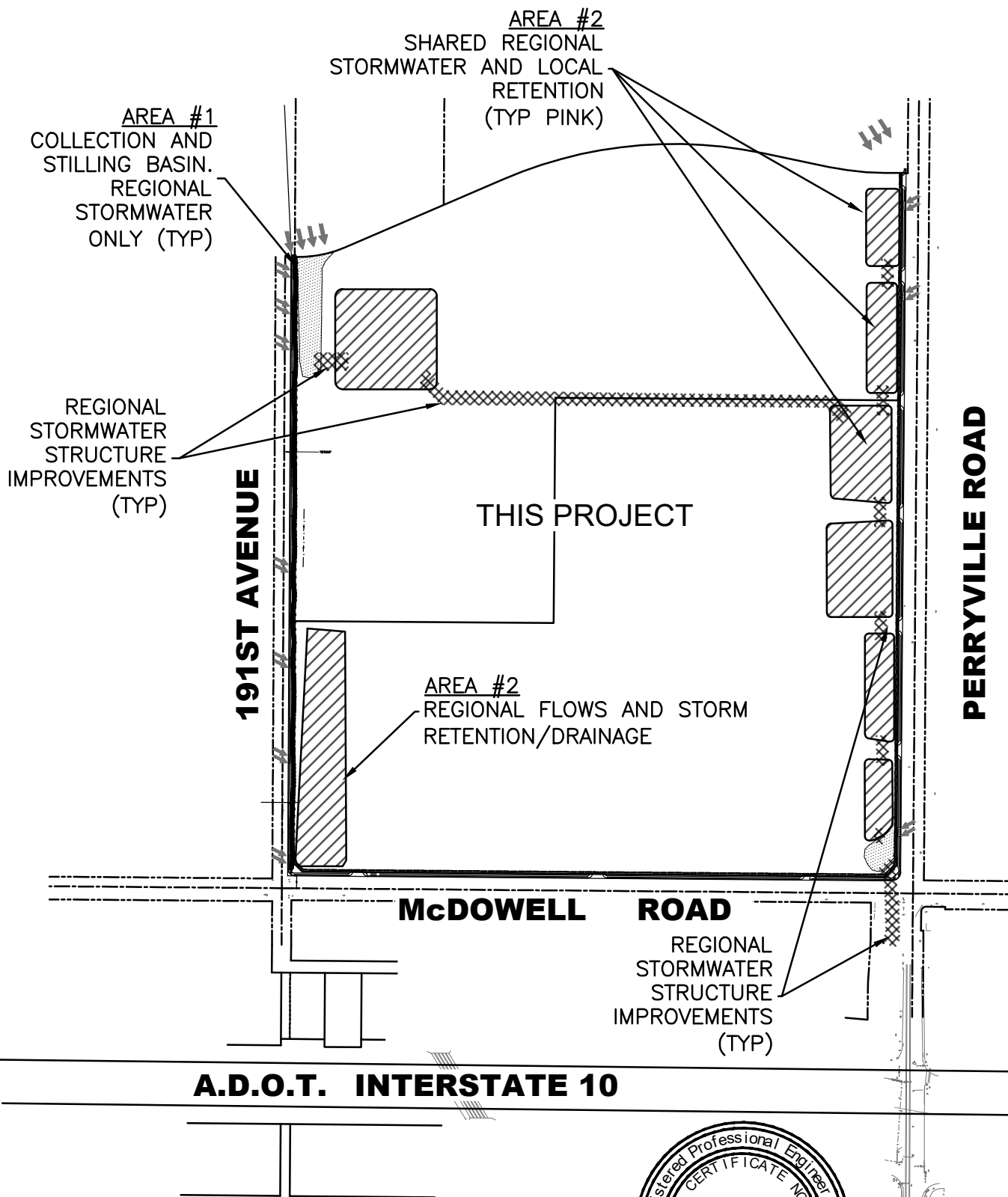
**EXHIBIT C
TO
PUBLIC INFRASTRUCTURE
REIMBURSEMENT AGREEMENT
BETWEEN
THE CITY OF BUCKEYE,
BUCKEYE PHASE I OWNER, LLC,
AND
BUCKEYE PHASE II OWNER, LLC**

[Description of Infrastructure]

See following page(s).

EXHIBIT 'C'

PAGE 1 OF 2



09/23/21 JOB# 7021048



12409 W. INDIAN
SCHOOL ROAD,
AVONDALE, AZ 85392
PHONE: 623.536.1993
FAX: 623.748.9008

**REGIONAL DRAINAGE
IMPROVEMENTS**





191ST AVENUE

THIS PROJECT

McDOWELL ROAD

A.D.O.T. INTERSTATE 10

400± L.F.
12" SEWER

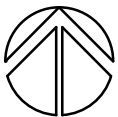
1200± L.F.
12" SEWER

6700± L.F.
15" SEWER

PERRYVILLE ROAD

NEW SEWER INSTALLED
THROUGH EXISTING 1250if±
SLEEVE UNDER A.D.O.T.
FREEWAY

POINT OF CONNECTION.
EXISTING 15" STUB
CONNECTED TO 18" SEWER
MAIN HEADING SOUTH
WITHIN PERRYVILLE RD.



NORTH

09/23/21 JOB# 7021048



12409 W. INDIAN
SCHOOL ROAD,
AVONDALE, AZ 85392

PHONE: 623.536.1993
FAX: 623.748.9008

VAN BUREN ROAD
REGIONAL SEWER LINE
IMPROVEMENTS

**EXHIBIT D
TO
PUBLIC INFRASTRUCTURE
REIMBURSEMENT AGREEMENT
BETWEEN
THE CITY OF BUCKEYE,
BUCKEYE PHASE I OWNER, LLC,
AND
BUCKEYE PHASE II OWNER, LLC**

[Owner's Engineer's Estimate of Cost of Infrastructure]

See following page(s).

					Units	QTY	COST	Total
		DRAINAGE						
	1(a)	Design and Engineering						
		Civil	EA	1	\$	-	\$	-
		Reimbursables	LS	1	\$	2,500	\$	2,500
	1	Construction Clean Up						
		General Clean Up	HRS	500	\$	25	\$	12,500
	2(a)	Site Construction						
		Construction field staking	LS	1	\$	35,000	\$	35,000
		Material Testing (Soils, ABC, Concrete)	LS	1	\$	35,000	\$	35,000
		R&R AC at McDowell	SY	90	\$	75	\$	6,750
		SWPP Plan Implementation	MOS	4	\$	8,500	\$	34,000
		Dust Control	MOS	4	\$	8,000	\$	32,000
		Basins - Earthwork - Regional	CY	14,259	\$	6	\$	85,554
		Basins - Earthwork - Shared	CY	88,333	\$	6	\$	529,998
		Rip Rap D50 (Does not include from parking areas)	CY	1,179	\$	160	\$	188,640
		Scupper Allowance	LS	1	\$	50,000	\$	50,000
	2(b)	Utilities						
		24" HDPE Storm Drain	LF	1,150	\$	75	\$	86,250
		36" HDPE Storm Drain	LF	4,000	\$	125	\$	500,000
		36" RGRCP at McDowell	LF	300	\$	300	\$	90,000
		Headwall (larger)	EA	18	\$	6,000	\$	108,000
		Headwall spillway	SF	5,760	\$	8	\$	46,080
		Headwall handrail	LF	360	\$	115	\$	41,400
		Connect spillway south of McDowell	LS	1	\$	125,000	\$	125,000
		Traffic Control at McDowell	DAYS	15	\$	600	\$	9,000
	3	General Conditions						
		General conditions	LS	1	\$	350,153	\$	350,153
		Contractor contingency	LS	1	\$	221,978	\$	221,978
		General liability insurance	LS	1	\$	26,292	\$	26,292
		Builders risk insurance	LS	1	\$	7,713	\$	7,713
		Sales tax	LS	1	\$	157,619	\$	157,619
		Contractor overhead and profit	LS	1	\$	131,669	\$	131,669
	4	Development Costs						
		Escalation - material	PCT	0.15	\$	1,456,548	\$	218,482
		Engineering	LS	1	\$	35,000	\$	35,000
		Interest Carry	Rate	4.25%	\$	2,913,096	\$	20,072
		Total					\$	3,186,650
		OFFSITE SANITARY (No Slurry)						
	1(a)	Design and Engineering						
		Civil	EA	1	\$	-	\$	-
		Reimbursables	LS	1	\$	2,500	\$	2,500
	1	Construction Clean Up						
		General Clean Up	HRS	500	\$	25	\$	12,500
	2(a)	Site Construction						
		Construction field staking	LS	1	\$	44,000	\$	44,000
		Material Testing (Soils, ABC, Concrete)	LS	1	\$	44,000	\$	44,000
		SWPP Plan Implementation	MOS	6	\$	8,500	\$	51,000
		Dust Control	MOS	6	\$	3,500	\$	21,000
	2(b)	Utilities						
		Sewer line (15' to 24') with no slurry	LF	6,950	\$	260	\$	1,807,000
		Sewer line manholes (lined)	EA	23	\$	24,000	\$	552,000
		Bury and push sewer through 36" casing	LF	1,500	\$	130	\$	195,000
		Sand fill casing	LF	200	\$	40	\$	8,000
		Intermediate pits at ADOT	LS	1	\$	100,000	\$	100,000
		Traffic Control at McDowell	DAYS	110	\$	400	\$	44,000
	3	General Conditions						
		General conditions	LS	1	\$	299,423	\$	299,423
		Contractor contingency	LS	1	\$	457,676	\$	457,676
		General liability insurance	LS	1	\$	54,209	\$	54,209
		Builders risk insurance	LS	1	\$	15,902	\$	15,902
		Sales tax	LS	1	\$	324,981	\$	324,981
		Contractor overhead and profit	LS	1	\$	271,476	\$	271,476
	4	Development Costs						
		Escalation - material	PCT	0.15	\$	2,152,334	\$	322,850
		Engineering	LS	1	\$	45,000.0	\$	45,000
		Interest Carry	Rate	4.25%	\$	4,304,667	\$	28,044
		Total					\$	4,700,561
		LOST USABLE LAND						
		* Stilling/settlement basins (Area 1)	ACRE	1.8	\$	236,479	\$	425,662
		* Surge basins - 50% of area of shared basins (Area 2)	ACRE	5.9	\$	236,479	\$	1,395,227
		Total					\$	1,820,889
		Total Costs					\$	9,708,100.18



Certified by KAEKO Engineering

9/27/21

Date

**EXHIBIT E
TO
PUBLIC INFRASTRUCTURE
REIMBURSEMENT AGREEMENT
BETWEEN
THE CITY OF BUCKEYE,
BUCKEYE PHASE I OWNER, LLC,
AND
BUCKEYE PHASE II OWNER, LLC**

[Dispute Resolution/Remedies]

- A. The dispute resolution process (“**Process**”) and remedies set forth herein shall not apply to an action by the City to condemn or acquire by inverse condemnation all or any portion of the Land, and in the event of any such action by the City, Owner shall have all rights and remedies available to it at law or in equity.
- B. If an event of default, the non-defaulting party may institute the Process, pursuant to Paragraph C below.
- C. Any controversy or claim subject to the Process shall be settled by an arbitration administered by the American Arbitration Association (“**AAA**”) in accordance with its Commercial Arbitration Rules (“**Rules**”) (except that the terms of this Agreement and this Exhibit shall control over conflicting rules), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- D. The dispute shall be heard by a single arbitrator from a panel of qualified arbitrators located within the Phoenix metropolitan area.
- E. The place of arbitration shall be Phoenix, Arizona.
- F. The parties agree that the remedies available for the award by the arbitrator shall be limited to specific performance and declaratory relief and that under no circumstances shall the arbitrator issue an award of monetary damages, whether characterized as actual, consequential or otherwise, provided, however, the arbitrator may award the payment of an amount owed, or enjoin the withholding of amounts due, pursuant to Section 6 and Section 7 of this Agreement.
- G. The parties have structured this Process with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this Process. The hearing of any dispute shall be expedited and will commence as soon as practicable, but no later than forty-five (45) days after selection of the arbitrator. This deadline can be extended

only with the consent of both parties to the dispute, or by decision of the arbitrator upon a showing of emergency circumstances.

- H. The arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that the disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse.
- I. In order to effectuate the parties' goals, the hearing, once commenced, will proceed from business day to business day until concluded, absent a showing of good cause.
- J. The arbitrator shall, within thirty (30) days from the conclusion of the hearing, issue the award.
- K. The arbitrator may determine how the costs and expenses of the arbitration shall be allocated between the parties, and may award attorneys' fees to either party.
- L. The award of the arbitrator shall be accompanied by a reasoned opinion.
- M. The award of the arbitrator shall be final and binding. Except as otherwise provided in this Agreement, this Exhibit and the Commercial Arbitration Rules of the AAA, the Process shall be subject to the provisions of the Arizona Arbitration Act (A.R.S. §§ 12-1501-1518). In the event a party seeks confirmation of an award, or if there is a failure to abide by any award, either party may seek any remedy at law or equity for failure to comply with the award, but in no event shall the award be reviewed *de novo* or consequential monetary damages be ordered by the court.

RESOLUTION NO. 67-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF BUCKEYE, AN ARIZONA MUNICIPAL CORPORATION, BUCKEYE PHASE I OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND BUCKEYE PHASE II OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RELATING TO REIMBURSEMENT OF COSTS FOR REGIONAL PUBLIC INFRASTRUCTURE TO BE CONSTRUCTED BY BUCKEYE PHASE I OWNER, LLC AND BUCKEYE PHASE II OWNER, LLC AND THEREAFTER CONVEYED TO THE CITY OF BUCKEYE; AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY.

WHEREAS, the City of Buckeye, Arizona, Buckeye Phase I Owner, LLC, a Delaware limited liability company and Buckeye Phase II Owner, LLC, a Delaware limited liability company, desire to enter into a Public Infrastructure Reimbursement Agreement related to regional public infrastructure to be constructed by Buckeye Phase I Owner, LLC and Buckeye Phase II Owner, LLC, which such public infrastructure will be conveyed to the City of Buckeye following completion of construction.

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 Public Infrastructure Reimbursement Agreement between the City of Buckeye, an Arizona municipal corporation, Buckeye Phase I Owner, LLC, a Delaware limited liability company and Buckeye Phase II Owner, LLC, a Delaware limited liability (the "Agreement"), is hereby approved in substantially the form and substance on file with the City Clerk and which is incorporated herein by reference.

Section 3. The Mayor, the City Clerk, and the City Attorney are hereby authorized and directed to execute and deliver all documents and other necessary or desirable instruments connected with the Public Infrastructure Reimbursement 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 5th day of October, 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: 10/05/21	AGENDA ITEM: 7.C. Buckeye I-10 Logistics, LLC (Verrado Commerce Center) Public Infrastructure Reimbursement Agreement
DATE PREPARED: 09/30/21	DISTRICT NO.: 6
STAFF LIAISON: Scott Zipprich, City Engineer, szipprich@buckeyeaz.gov , (623) 349-6217; Dave Roderique, Deputy City Manager, droderique@buckeyeaz.gov , (623) 349-6971	
DEPARTMENT: Engineering	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. 66-21 approving the Public Infrastructure Reimbursement Agreement between the City of Buckeye and Buckeye I-10 Logistics, LLC, relating to reimbursement of costs for regional public infrastructure to be constructed by Buckeye I-10 Logistics, LLC and thereafter conveyed to the City of Buckeye; and authorizing the Mayor to execute and deliver said Agreement on behalf of the City.

RELEVANT GOALS:

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

ADDITIONAL RELEVANT GOALS:

GOAL 2: Enhanced Economic Well-Being and Vitality

SUMMARY

PROJECT DESCRIPTION:

Buckeye I-10 Logistics, LLC agrees to design, engineer, permit, construct and install the following regional public infrastructure improvements; (1) roadway improvements on Van Buren and 215th Aves., and (2) regional drainage and utility improvements. Owner shall begin construction of the infrastructure no later than May 21, 2022 and be completed no later than August 21, 2023. Owner acknowledges and agrees that reimbursement of infrastructure will be following the city's acceptance of the infrastructure and conveyance of the infrastructure to the city and subject to the terms and conditions of the agreement. The infrastructure reimbursement amount applies to the regional public infrastructure improvements only, as outlined above, and shall not exceed \$961,196.15.

BENEFITS:

The public infrastructure to be constructed and installed by Owner, while necessary to serve development within the development, also include certain improvements that are of regional benefit to the City and its residents.

FUTURE ACTION:

None

FINANCIAL IMPACT STATEMENT:

The development of the 640,000 sf facility on this property is anticipated to generate approximately \$1.5 million in building permit fees and construction sales tax revenues, far in excess of the cost to the City of this agreement.

CURRENT FISCAL YEAR TOTAL COST:

No impact during the current fiscal year. The reimbursement amount is not to exceed \$961,196.15, and would be paid out in FY22/23 at such time that the terms of the agreement have been met.

BUDGETED:

No

FISCAL YEAR:

FY22/23

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

ATTACHMENTS:

[Owner Signed Buckeye Infrastructure Agreement.9.27.2021.pdf](#)

[RES 66-21 Buckeye I-10 Logistics P.I.R.A..pdf](#)

WHEN RECORDED, RETURN TO:

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

**PUBLIC INFRASTRUCTURE
REIMBURSEMENT AGREEMENT
(Mountain View Business Center)**

BETWEEN

THE CITY OF BUCKEYE

AND

**BUCKEYE I-10 LOGISTICS, LLC, an
Arizona limited liability company**

DATED October 5, 2021

**PUBLIC INFRASTRUCTURE
REIMBURSEMENT AGREEMENT
(Mountain View Business Center)**

1. **Date.** The date of this Public Infrastructure Reimbursement Agreement ("***Agreement***") is October 5, 2021 (the "***Effective Date***").

2. **Parties.** The parties to this Agreement are:

(a) CITY OF BUCKEYE, ARIZONA
Attention: Roger Klingler, City Manager
530 East Monroe Avenue
Buckeye, Arizona 85326

("***City***")

(b) BUCKEYE I-10 LOGISTICS, LLC
Attention: Michael Markman
200 Dryden Road, Suite 2000
Dresher PA 19025

("***Owner***")

3. **Background.** The following is the background to this Agreement:

(a) Owner is the owner of certain real property generally located at the southeast corner and northeast corner of Interstate 10 and the Dean Road alignment in the City of Buckeye, Arizona and consisting of approximately 290 acres as legally described on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the "***Land***").

(b) Pursuant to the approved Community Master Plan for the Land, the Land will be developed as a mixed use business center that includes speculative industrial buildings.

(c) Owner is required by City Code, including the City Development Code, to construct and install, at no cost to the City, the public infrastructure necessary for the City to provide municipal services to the Land.

(d) Owner and the City are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes ("***A.R.S.***") § 9-500.05 to facilitate the proper development of the Land by providing for, among other things: (i) conditions, terms, restrictions and requirements for public infrastructure and subsequent reimbursements over time, and (ii) other matters related directly or indirectly to the development of the Land.

(e) Among other things, development of the Land will result in the planning, design, engineering, construction, acquisition, installation, and/or provision of public infrastructure that will support development of the Land and the surrounding land.

(f) The public infrastructure to be constructed and installed by Owner pursuant to City Code requirements, while necessary to serve development within the Land, also include certain improvements that are of regional benefit to the City and its residents that would

not otherwise be required of Owner in connection with development of the Land. Given the regional significance of such public infrastructure as identified in this Agreement, the City is willing to reimburse Owner subject to the terms and conditions as set forth in this Agreement.

(g) Notwithstanding the regional improvements and potential reimbursement therefor as set forth in this Agreement, Owner acknowledges that the Owner or its successor(s) or assign(s) is required to construct the public infrastructure improvements necessary for the development of the Land.

4. **Agreement.** For good and valuable consideration, including the benefits to City and Owner as described above, City and Owner agree as is more specifically set forth in this Agreement.

5. **Laws and Regulations.**

(a) The City of Buckeye Code, including but not limited to that portion titled the “*Development Code*”, each as amended from time to time, shall govern the development of the Land. The City must be able to regulate the planning and development of the Land and the construction and installation of public infrastructure on the Land in order to serve the best interests of the City. Consequently, City reserves, exercising its sole and absolute discretion, the right to amend existing or to adopt new laws, rules, regulations and standards of development for the City, including resolutions, official policies and procedures and the Development Code (collectively, as amended or adopted from time to time, the “*Laws and Regulations*”), and the Laws and Regulations shall apply to the Land.

(b) Any change to the Laws and Regulations as allowed in this section shall not discriminate against Owner and the Land, and any change shall be uniformly applied to all similar land and landowners at such time such land is within the boundaries of City.

6. **Regional Improvements to be Constructed by Owner.**

(a) Owner agrees to design, engineer, permit, construct and install the regional public infrastructure that is the subject of this Agreement, which shall include, without limitation, the following: (i) roadway improvements, including the addition of turn lanes, and (ii) utility improvements (collectively, the “*Infrastructure*”). The Infrastructure is more particularly described on **Exhibit C** attached hereto and incorporated by this reference. Owner shall commence construction of the Infrastructure no later than May 21, 2022 and construction and installation of the Infrastructure shall be completed by Owner no later than August 21, 2023. Because the Infrastructure has not been constructed or installed at the time of entering into this Agreement, Owner has provided the City with Owner’s engineer’s estimate of costs for (i) construction and installation of the Infrastructure, and (ii) plan reviews, permits, construction staking, materials testing, design, utility company design and taxes. The foregoing cost estimates are attached as **Exhibit D** to this Agreement and are incorporated herein by reference. Owner acknowledges and agrees that reimbursement of Infrastructure costs to Owner by the City following completion of construction of the Infrastructure, City acceptance of the Infrastructure, and conveyance of the Infrastructure to the City, and subject to the terms and conditions of this Agreement, shall not exceed the total amount of Nine Hundred Sixty-One Thousand One

Hundred Ninety-Six and 15/100 Dollars (\$961,196.15) (the "**Infrastructure Reimbursement Amount**").

(b) Owner specifically acknowledges and agrees that the construction of the Infrastructure subject to reimbursement from the City as provided in this Agreement shall be publicly procured pursuant to A.R.S. Title 34, as amended, and in accordance with the procurement code and policies of the City.

(c) In the event Owner does not commence construction of the Infrastructure by May 21, 2022, this Agreement shall automatically terminate as to the Land without the necessity of any notice, agreement or recording by and between the parties. If Owner commenced construction of the Infrastructure by May 21, 2022 but construction of the Infrastructure is not completed in accordance with City requirements and approved plans by August 21, 2023, this Agreement shall automatically terminate as to the Land without the necessity of any notice, agreement or recording by and between the parties. In the event of documented and valid business reasons resulting in delays and the inability for Owner to meet the dates construction commencement and completion dates, the City Manager shall have the authority to administratively extend these deadlines for up to one additional year; extensions beyond one year shall require an amendment to this Agreement and the approval of the City Council.

(d) The design, construction and installation of the Infrastructure shall be in conformance with plans and specifications (the "**Technical Specifications**") submitted to the City for its review and approval in its sole and absolute discretion, and shall be subject to and in compliance with the Laws and Regulations. Owner acknowledges and agrees that the Technical Specifications may be modified by the City from time to time in order to comply with the Laws and Regulations or to enhance operating efficiency. Any modification by the City to the Technical Specifications shall not be applied retroactively to any Infrastructure Improvements to the extent the City has already granted approval based on prior Technical Specifications and Owner has materially and substantially acted on such approval.

(e) Owner shall give to City a two-year warranty for all Infrastructure, which warranty shall begin on the date that City accepts the Infrastructure. Any material deficiencies in material or workmanship identified by City's staff during the two-year warranty period shall be brought to the attention of Owner, who shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of City's staff. Continuing material deficiencies in a particular portion of the Infrastructure shall be sufficient grounds for City to require (i) an extension of the warranty for an additional two-year period, or (ii) the proper repair of, or (iii) the removal and reinstallation of that portion of the Infrastructure that is subject to such continuing deficiencies. Regardless of whether the two-year warranty period has expired, the Owner agrees to repair any damage to the Infrastructure caused by Owner's construction activities on the Land. Nothing contained herein shall prevent the City or Owner from seeking recourse against any other third party for damage to the Infrastructure caused by such third party.

(f) Owner shall maintain and repair all Infrastructure comprised of streets, parkways, alleys curbs, gutters, sidewalks and all appurtenances thereto at its expense, for a period of two (2) years from the date the City accepts the Infrastructure. Such maintenance shall

consist of all maintenance and repair actions reasonably required by customary engineering industry standards for each item of the Infrastructure.

(g) Owner shall dedicate to the City 70' for Dean Road adjacent to the portion of the Property south of I-10 and flaring to 80' dedication for Dean Road at its intersection with Van Buren Street, and Owner shall dedicate 70' for Dean Road adjacent to the portion of the Property north of I-10. In addition to the foregoing right of way associated with Dean Road to be dedicated by Owner, Owner shall, at no cost to the City, grant to the City a public utility easement adjacent to the Dean Road right of way. Owner's dedications for Dean Road and for granting the public utility easements shall occur as the applicable portions of the Property are final platted. Owner shall have no obligation to pay for, design or construct any portion of Dean Road. Owner's obligations set forth in this Section 6(g) shall survive the expiration of this Agreement.

7. Infrastructure Reimbursement.

(a) Reimbursement of the Infrastructure Reimbursement Amount is subject to the terms and conditions of this Agreement.

(b) Completion of Construction and Installation of Infrastructure; Verified Costs. Owner shall, within sixty (60) days of written acceptance of the Infrastructure from the City, furnish the City with: (a) copies of all bills, invoices and other statements of expenses incurred by Owner, covering all of the costs of eligible services, materials, equipment, supplies, construction and installation of the Infrastructure; and (b) lien waivers and releases from contractors, subcontractors, consultants and vendors for services, materials, equipment, supplies and construction included in the Infrastructure; and (c) receipts, specifying exact amount of payments in full by Owner to all contractors, subcontractors, consultants and vendors for all services, materials, equipment, supplies, labor and other costs of construction of the Regional Improvements; and (d) as-built drawings certified as to correctness by an engineer registered in the State of Arizona and showing the locations, materials and other information as required by the City Engineer; and (e) any other reasonable information required by the City to verify the actual costs of construction of the Infrastructure. The City's written, signed and dated verification of the actual costs of construction of the Infrastructure shall hereinafter collectively be referred to as the "*Verified Costs*."

(c) The City's payment of the Infrastructure Reimbursement Amount to Owner shall be based on the City's Verified Costs and the actual amount verified by the City; provided however, that in no event shall the Infrastructure Reimbursement Amount exceed the total amount of Nine Hundred Sixty-One Thousand One Hundred Ninety-Six and 15/100 Dollars (\$961,196.15). Payment will be made to Owner by the City within thirty (30) days following the City's determination of the Verified Costs.

(d) The obligations of the City under this Section 7 do not constitute an obligation to levy or pledge any form of taxation nor does the obligation constitute an indebtedness of the City or the State, or any of its political subdivisions, within the meaning of the constitution of the State of Arizona.

8. **Conflicts of Interest.** The parties acknowledge that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, as amended.

9. **Covenants Running with the Land.** The provisions of this Agreement shall be for the benefit of, and shall be a burden upon, the Land, and the provisions of this Agreement shall be covenants running with the Land, without the necessity of an assignment of this Agreement with the conveyance of any part of the Land.

10. **Indemnity.** Owner (or its successors or assigns) shall indemnify, defend and hold harmless the City and each council member, officer, official or employee 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 reasonable attorneys’ fees) to which any such Indemnified Party may become subject, at law or in equity or otherwise (“*Claims*”), insofar as such Claims (or actions in respect thereof) arise out of or are based upon any provisions of this Agreement, except for those Claims which have been adjudicated to be caused by the City’s gross negligence or intentional misconduct.

11. **Dispute Resolution.** The parties shall be limited to the remedies and dispute resolution process set forth in **Exhibit E** attached hereto concerning any dispute, controversy, claim, or cause of action arising out of or relating to this Agreement. The parties agree that any award rendered by the arbitrator (as defined in **Exhibit E**) pursuant to the provisions of **Exhibit E** shall be binding on all parties, and if a party does not abide by the award rendered by the arbitrator, the provisions of **Exhibit E** shall apply.

12. **Term.** Subject to Section 6(c) and Section 6(g) of this Agreement, this Agreement shall automatically terminate as to the Land without the necessity of any notice, agreement or recording by and between the parties two (2) years after the date of this Agreement. Upon the termination of this Agreement, neither party shall have any further obligations under this Agreement. However, such termination shall not affect any approval, permit, subdivision map or site plan that has been given, issued or approved by City for any part of the Land as of the date of such termination.

13. **No Agency or Partnership.** Neither City nor Owner are acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture or other business relationship between City and Owner.

14. **No Third Party Beneficiary.** This Agreement shall not create any third party beneficiary rights to any person or entity who is not a party to this Agreement, including any lender to the Owner, unless expressly provided to the contrary in this Agreement (and then only to the extent so provided).

15. **Recording.** City shall record this Agreement with the County Recorder no later than ten (10) days after the last party to execute this Agreement.

16. **Time of Essence.** Time is of the essence of this Agreement.

17. **Benefit and Binding Effect.** This Agreement shall be for the benefit of and binding upon the parties hereto and their successors and assigns.

18. **Waiver of Claims.** The Owner on behalf of itself and all other parties having an interest in the Land intends to encumber the Land with the following agreements and waivers. Owner agrees and consents to all the conditions imposed by this Agreement, and by signing this Agreement waives any and all claims, suits, damages, compensation and causes of action for diminution in value of the Land the owner of the Land may have now or in the future under the provisions of A.R.S. Sections 12-1134 through and including 12-1136 resulting from this Agreement or from any "land use law" (as such term is defined in the aforementioned statute sections) expressly permitted or contemplated by this Agreement to be enacted, adopted or applied by the City now or hereafter. Owner acknowledges and agrees the terms and conditions set forth in this Agreement cause an increase in the fair market value of the Land and such increase exceeds any possible reduction in the fair market value of the Land caused by any future land use laws, rules, ordinances, resolutions or actions expressly permitted or contemplated by this Agreement and adopted or applied by the City to the Land.

19. **Amendment.** Any amendment to this Agreement shall be in writing.

20. **Notices.** All notices, requests, waivers, approvals, acceptances or other communications under this Agreement shall be in writing and shall be deemed given when personally delivered or transmitted by facsimile or two days after mailing by certified mail, return receipt requested and postage prepaid, to the addresses or facsimile numbers set forth below:

- | | | |
|-----|-----------------|---|
| (a) | For City: | Roger Klingler, City Manager
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326 |
| | With a copy to: | Shiela B. Schmidt, Esq., City Attorney
Gust Rosenfeld PLC
One East Washington Street, Suite 1600
Phoenix, Arizona 85004
Email: sschmidt@gustlaw.com |
| (b) | Owner | BUCKEYE I-10 LOGISTICS, LLC
Attention: Michael Markman
200 Dryden Road, Suite 2000
Dresher, Pennsylvania 19025 |
| | With a copy to: | BUCKEYE I-10 LOGISTICS, LLC
Attention: Scott Moore
5506 E. San Miguel Avenue
Paradise Valley, Arizona 85253 |

No notice to a party shall be effective unless and until a copy of such notice is given to, or as appropriate, received by, all persons indicated above as entitled to receive required copies of notices to that party. The above described recipients of notices may change their address for notice purposes by giving the other parties notice of such change, provided, however, that no such change in notice shall be effective for a period of ten (10) days following such notice of such change. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by legal counsel for such party.

21. Force Majeure. The performance of either party and the duration of this Agreement shall be extended by any causes that are beyond the control of the party required to perform, such as an act of God, civil or military disturbance and labor or material shortage.

22. Governing Law. This Agreement shall be governed by and construed under the laws of the state of Arizona, and any litigation shall take place only in Maricopa County, Arizona.

23. Attorneys Fees. The prevailing party in any litigation in connection with this Agreement shall be entitled to its attorneys' fees and costs.

24. No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Owner of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

25. Severability. If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the parties to achieve the practical and proportional benefits and obligations of the arrangements contemplated by this Agreement. Otherwise, either party may terminate this Agreement.

26. Exhibits; Merger. This Agreement, together with Exhibits A through Exhibit E listed below, attached hereto and incorporated herein by this reference, constitute the entire agreement between the parties with respect to construction of the Infrastructure as set forth in this Agreement. All prior contemporaneous agreements, representations and understandings of the parties, oral or written, with respect thereto are hereby superseded and merged herein.

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

Legal Description of the Land

Depiction of the Land

Description of Improvements

Owner's Engineer's Estimate of Cost of
Infrastructure

Dispute Resolution

27. **Representations and Warranties.** As of the date of the execution of this Agreement, the parties represent and warrant to each other as follows:

(a) **By Owner:**

(i) Owner is a corporation or limited liability company duly formed and in good standing in its state of incorporation or formation and duly qualified to do business in Arizona.

(ii) Owner holds fee title to the Land and has the authority, including the person signing for Owner, and the right to enter into this Agreement as authorized by the board of directors or members of the Owner at duly noticed meetings at which quorums were present.

(iii) Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

(iv) Owner has not relied on any representations or warranties of the City other than those expressly set forth in this Agreement.

(b) **By City:** This Agreement was approved at a duly noticed and held public meeting by the Mayor and City Council, at which a quorum was present and the execution of this Agreement was authorized.

28. **Counterpart Signature.** This Agreement may be executed in counterpart, each of which shall be deemed an original, and all of which combined shall constitute one and the same instrument.

29. **Signature.** The parties have executed this Agreement on the date set forth below.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF BUCKEYE, ARIZONA, an Arizona
municipal corporation

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 20____, before me personally appeared Eric W. Orsborn, Mayor of the CITY OF BUCKEYE, ARIZONA, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed this Public Infrastructure Reimbursement Agreement on behalf of the City.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

Notary Public in and for the State of Arizona

BUCKEYE I-10 LOGISTICS, LLC, an Arizona
limited liability company

Michael Markman, Manager

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

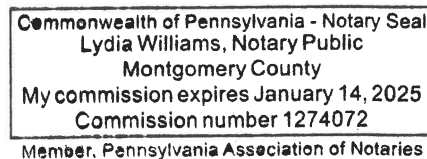
On this 27th day of September, 2021, before me personally appeared Michael Markman, Manager of the BUCKEYE I-10 LOGISTICS, LLC, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed this Public Infrastructure Reimbursement Agreement on behalf of BUCKEYE I-10 LOGISTICS, LLC.

I certify under PENALTY OF PERJURY under the laws of the State of Pennsylvania that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

Notary Public

SBS:sbs 4186696.3 9/23/2021



**EXHIBIT A
TO
PUBLIC INFRASTRUCTURE
REIMBURSEMENT AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
BUCKEYE I-10 LOGISTICS, LLC**

[Legal Description of Land]

See following page(s).

SBS:sbs 4186696.3 9/23/2021

EXHIBIT A

BUCKEYE I-10 LOGISTICS LEGAL DESCRIPTION

A portion of land being situated within the Southwest quarter of Section 1, Township 1 North, Range 3 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found 2" Maricopa County aluminum cap stamped 29891, 2002 accepted as the Southwest corner of said Section 1 from which a found 2" aluminum cap stamped RLS 32222 2021 accepted as the South quarter corner thereof bears South 89°49'53" East, 2645.16 feet;

Thence South 89°49'53" East, 1028.21 feet along the south line of the Southwest quarter of said Section 1;

Thence leaving said south line, North 00°10'07" East, 60.00 feet; to the **POINT OF BEGINNING**;

Thence North 00°10'07" East, 1212.00 feet;

Thence South 89°49'53" East, 1205.00 feet;

Thence South 00°10'07" West, 95.00 feet;

Thence South 89°49'53" East, 350.20 feet;

Thence South 00°05'00" West, 1077.00 feet along a line that is 60.00 feet west of and parallel with the east line of the Southwest quarter of said Section 1;

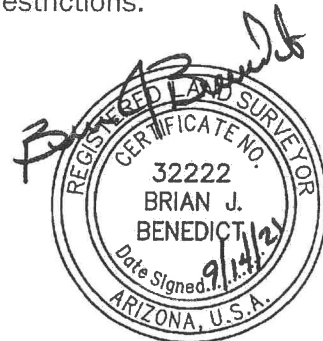
Thence leaving said parallel line, South 45°07'34" West, 56.53 feet;

Thence North 89°49'53" West, 1516.86 feet along a line which is 60.00 feet north of the south line of the Southwest quarter of said Section 1 to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 1851759 sq. ft. (42.511 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1554
Date: September 2021



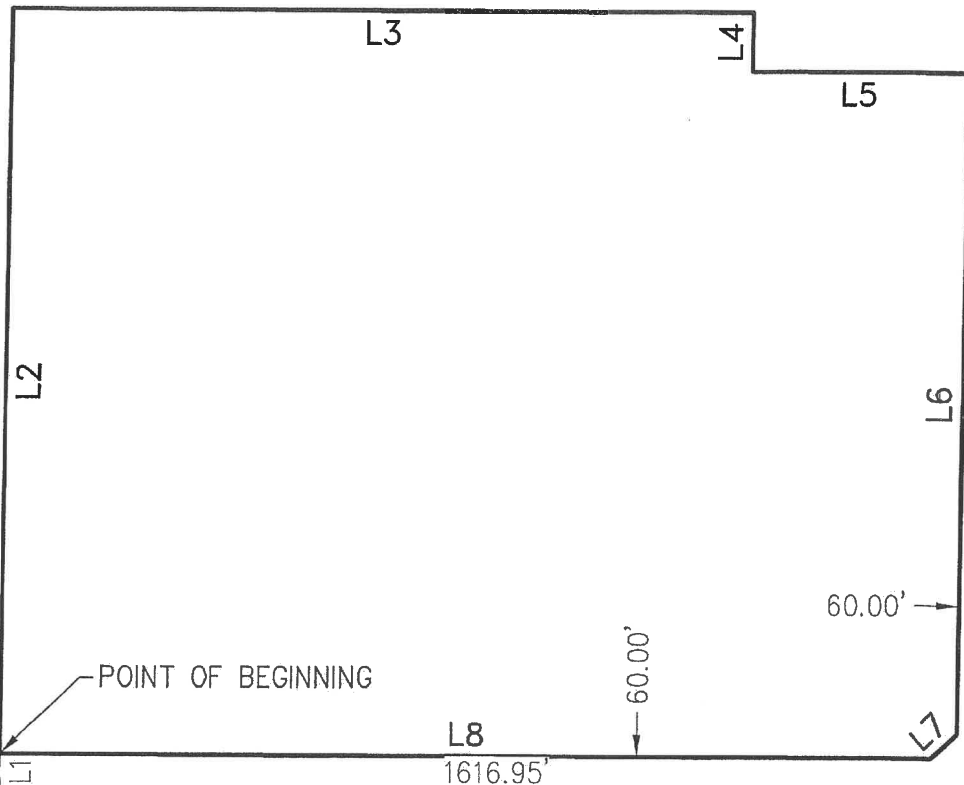
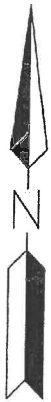
**EXHIBIT B
TO
PUBLIC INFRASTRUCTURE
REIMBURSEMENT AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
BUCKEYE I-10 LOGISTICS, LLC**

[Depiction of Land]

See following page(s).

SBS:sbs 4186696.3 9/23/2021

CENTER OF SECTION 1, T1N, R3W
FOUND TOWN OF BUCKEYE
BRASS CAP IN HAND HOLE



S00°05'00"W 2621.63'

211TH AVENUE

POINT OF BEGINNING

VAN BUREN STREET

SOUTHWEST CORNER
SECTION 1, T1N, R3W
FOUND 2" MARICOPA COUNTY
ALUMINUM CAP STAMPED
29891 2002
POINT OF
COMMENCEMENT

SOUTH QUARTER CORNER
SECTION 1, T1N, R3W
FOUND 2" ALUMINUM CAP
STAMPED RLS 32222 2021

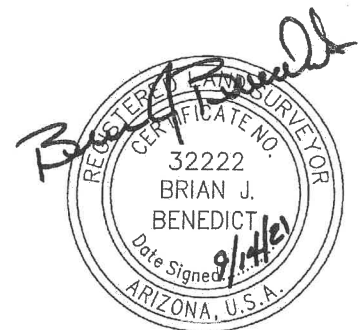


SHEET 1 OF 2

SEE SHEET 2 OF 2
FOR LINE TABLE

PROJ.NO.: 1554	BUCKEYE I-10 LOGISTICS 211TH AVE & VAN BUREN ST MARICOPA COUNTY, ARIZONA EXHIBIT B	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: SEP 2021		
SCALE: NTS		
DRAWN BY: KM		
CHECKED BY: BJB		

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N00°10'07"E	60.00'
L2	N00°10'07"E	1212.00'
L3	S89°49'53"E	1205.00'
L4	S00°10'07"W	95.00'
L5	S89°49'53"E	350.20'
L6	S00°05'00"W	1077.00'
L7	S45°07'34"W	56.53'
L8	N89°49'53"W	1516.86'



SHEET 2 OF 2

PROJ.NO.: 1554	BUCKEYE I-10 LOGISTICS 211TH AVE & VAN BUREN ST MARICOPA COUNTY, ARIZONA EXHIBIT B	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: SEP 2021		
SCALE: NTS		
DRAWN BY: KM		
CHECKED BY: BJB		

**EXHIBIT C
TO
PUBLIC INFRASTRUCTURE
REIMBURSEMENT AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
BUCKEYE I-10 LOGISTICS, LLC**

[Description of Infrastructure]

See following page(s).

SBS:sbs 4186696.3 9/23/2021

C

EXHIBIT C

DESCRIPTION OF ROW IMPROVEMENTS

- Provide grading of retention basins and all earthwork needed for roadway improvements per the engineered plans
- Construct curb & gutter per engineered plans
- Construct concrete aprons and pavement for the right turn lanes per engineered plans
- Install asphalt pavement repair at all ingress egress locations per engineered plans
- Install storm drain per approved engineered plans
- Construct scuppers, headwalls and catch basins per engineered plans
- Provide construction staking for all improvements within the ROW
- Provide permanent roadway signage per approved engineered plans
- Striping/pavement markings per approved engineered plans

**EXHIBIT D
TO
PUBLIC INFRASTRUCTURE
REIMBURSEMENT AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
BUCKEYE I-10 LOGISTICS, LLC**

[Owner's Engineer's Estimate of Cost of Infrastructure]

See following page(s).

SBS:sbs 4186696.3 9/23/2021

D

Project: Verrado Logistics Center
 Date: 9/21/2021
 Project #: 1554.0101



Description: Engineer's Estimate of Probable Costs
 Development Agreement Soft Costs

Item #	Pay Item	Quantity	Unit	Unit Price	Cost
01	Soft Costs (% of Subtotal)	1	LS	20.00%	\$136,296.38
TOTAL					\$136,296.38

- Notes:
1. Cost Estimate is based on Offsite Improvement Plans by HILGARTWILSON dated 5/12/2021 and include only specific items as directed by the Client. Street lights, sidewalks and landscape/irrigation are not included.
 2. Cost Estimate address Soft Costs Pertaining to Development Agreement Reimbursable Cost Estimate date 9/21/2021
 3. Soft Costs include plan reviews, permits, construction staking, materials testing, design, utility company design and taxes.

The above is only an engineer's opinion of probable construction cost for the proposed site improvements. HilgartWilson has no control over the cost or availability of labor, equipment, materials, contractor's method of pricing, or over market conditions. HilgartWilson makes no warranty, express or implied, that the cost of the work will not vary from our opinion of probable cost.

Project: Verrado Logistics Center
Date: 9/21/2021
Project #: 1554.0101



Description: Engineer's Estimate of Probable Costs
Development Agreement Reimbursable Costs

Item #	Pay Item	Quantity	Unit	Unit Price	Cost
1.0	DEMOLITION				
1.1	Concrete Curb	1,817	LF	\$5.00	\$9,085.00
1.2	Paving	396	SY	\$12.00	\$4,752.00
1.3	18' Storm Drain	30	LF	\$50.00	\$1,500.00
1.4	Catch Basin	2	EA	\$250.00	\$500.00
	Scupper	1	EA	\$250.00	\$250.00
	SUBTOTAL				\$16,087.00
2.0	EARTHWORK				
2.1	Survey Services - Site Layout, Staking	1	LS	\$15,000.00	\$15,000.00
2.2	Cut/Fill Onsite	34,565	CY	\$3.50	\$120,977.50
2.3	Export Material	4,677	CY	\$12.50	\$58,462.50
	SUBTOTAL				\$194,440.00
3.0	ASPHALT PAVING				
3.1	Heavy Duty Paving (2"AC/2"AC/12"Base)	2,278	SY	\$65.00	\$148,070.00
3.2	Pavement Striping	1,340	LF	\$10.00	\$13,400.00
3.3	Pavement Arrow	8	Each	\$250.00	\$2,000.00
3.4	Pavement Legend	4	Each	\$250.00	\$1,000.00
	SUBTOTAL				\$164,470.00
4.0	CONCRETE PAVING				
4.1	Heavy Duty Concrete Paving (9")	993	SY	\$80.00	\$79,440.00
	SUBTOTAL				\$79,440.00
5.0	TRAFFIC SIGNAGE				
5.1	Directional Signs	8	Each	\$550.00	\$4,400.00
5.2	Relocate Directional Signs	5	Each	\$250.00	\$1,250.00
	SUBTOTAL				\$5,650.00

Project: Verrado Logistics Center
 Date: 9/21/2021
 Project #: 1554.0101



Description: Engineer's Estimate of Probable Costs
 Development Agreement Reimbursable Costs

Item #	Pay Item	Quantity	Unit	Unit Price	Cost
6.0	CONCRETE CURB & GUTTER				
6.1	24" Curb & Gutter	1,683	LF	\$24.00	\$40,392.00
	SUBTOTAL				\$40,392.00
7.0	STORM DRAINAGE				
7.1	18" RGRCP Pipe	192	LF	\$125.00	\$24,000.00
7.2	Curb Opening Catch Basin, L=15'	3	Each	\$6,500.00	\$19,500.00
7.3	Curb Opening Catch Basin, L=37'	1	Each	\$8,500.00	\$8,500.00
7.4	Concrete Headwall and Handrail (18" Pipe)	4	Each	\$8,500.00	\$34,000.00
7.5	Concrete Headwall and Handrail (7-18" Pipe)	1	Each	\$24,500.00	\$24,500.00
7.6	Rip/Rap Aprons	57	SY	\$150.00	\$8,550.00
	SUBTOTAL				\$119,050.00
SUBTOTAL					\$619,529.00
	Contractor Overhead and Profit (% of Subtotal)	1	LS	10.00%	\$61,952.90
SUBTOTAL					\$681,481.90
	Contingency (% of Subtotal)	1	LS	15.00%	\$102,222.29
	Privileged Tax	1	LS	6.05%	\$41,195.58
TOTAL					\$824,899.77

- Notes:
1. Cost Estimate is based on Offsite Improvement Plans by HILGARTWILSON dated 5/12/2021 and include only specific items as directed by the Client. Street lights, sidewalks and landscape/irrigation are not included.
 2. Soft Costs are exclude from this estimate.

The above is only an engineer's opinion of probable construction cost for the proposed site improvements. HilgartWilson has no control over the cost or availability of labor, equipment, materials, contractor's method of pricing, or over market conditions. HilgartWilson makes no warranty, express or implied, that the cost of the work will not vary from our opinion of probable cost.

**EXHIBIT E
TO
PUBLIC INFRASTRUCTURE
REIMBURSEMENT AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
BUCKEYE I-10 LOGISTICS, LLC**

[Dispute Resolution/Remedies]

- A. The dispute resolution process (“*Process*”) and remedies set forth herein shall not apply to an action by the City to condemn or acquire by inverse condemnation all or any portion of the Land, and in the event of any such action by the City, Owner shall have all rights and remedies available to it at law or in equity.
- B. If an event of default, the non-defaulting party may institute the Process, pursuant to Paragraph C below.
- C. Any controversy or claim subject to the Process shall be settled by an arbitration administered by the American Arbitration Association (“*AAA*”) in accordance with its Commercial Arbitration Rules (“*Rules*”) (except that the terms of this Agreement and this Exhibit shall control over conflicting rules), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- D. The dispute shall be heard by a single arbitrator from a panel of qualified arbitrators located within the Phoenix metropolitan area.
- E. The place of arbitration shall be Phoenix, Arizona.
- F. The parties agree that the remedies available for the award by the arbitrator shall be limited to specific performance and declaratory relief and that under no circumstances shall the arbitrator issue an award of monetary damages, whether characterized as actual, consequential or otherwise, provided, however, the arbitrator may award the payment of an amount owed, or enjoin the withholding of amounts due, pursuant to Sections 6 and 7 of this Agreement.
- G. The parties have structured this Process with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this Process. The hearing of any dispute shall be expedited and will commence as soon as practicable, but no later than forty-five (45) days after selection of the arbitrator. This deadline can be extended only with the consent of both parties to the dispute, or by decision of the arbitrator upon a showing of emergency circumstances.

- H. The arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that the disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse.
- I. In order to effectuate the parties' goals, the hearing, once commenced, will proceed from business day to business day until concluded, absent a showing of good cause.
- J. The arbitrator shall, within thirty (30) days from the conclusion of the hearing, issue the award.
- K. The arbitrator may determine how the costs and expenses of the arbitration shall be allocated between the parties, and may award attorneys' fees to either party.
- L. The award of the arbitrator shall be accompanied by a reasoned opinion.
- M. The award of the arbitrator shall be final and binding. Except as otherwise provided in this Agreement, this Exhibit and the Commercial Arbitration Rules of the AAA, the Process shall be subject to the provisions of the Arizona Arbitration Act (A.R.S. §§ 12-1501-1518). In the event a party seeks confirmation of an award, or if there is a failure to abide by any award, either party may seek any remedy at law or equity for failure to comply with the award, but in no event shall the award be reviewed *de novo* or consequential monetary damages be ordered by the court.

RESOLUTION NO. 66-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF BUCKEYE AND BUCKEYE I-10 LOGISTICS, LLC, RELATING TO REIMBURSEMENT OF COSTS FOR REGIONAL PUBLIC INFRASTRUCTURE TO BE CONSTRUCTED BY BUCKEYE I-10 LOGISTICS, LLC AND THEREAFTER CONVEYED TO THE CITY OF BUCKEYE; AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City of Buckeye, Arizona and Buckeye I-10 Logistics, LLC, an Arizona limited liability company, desire to enter into a Public Infrastructure Reimbursement Agreement related to regional public infrastructure to be constructed by Buckeye I-10 Logistics, LLC which such public infrastructure will be conveyed to the City of Buckeye following completion of construction.

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 Public Infrastructure Reimbursement Agreement between the City of Buckeye, an Arizona municipal corporation and Buckeye I-10 Logistics, LLC, an Arizona limited liability company (the "Agreement"), is hereby approved in substantially the form and substance on file with the City Clerk and which is incorporated herein by reference.

Section 3. The Mayor, 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 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 5th day of October, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney