



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 19, 2021
AGENDA**

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

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

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

IMPORTANT NOTICE REGARDING PUBLIC PARTICIPATION

This meeting will be open to the public. Adherence to COVID-19 safety measures are recommended. If you would like to make a public comment, either in person or remotely, please review the information on the City's website and complete and submit the comment form found here:

<https://www.buckeyeaz.gov/government/city-clerk/meeting-agendas-minutes/meetings-agendas-minutes>

- 1. Call to Order/Invocation/Pledge of Allegiance/Roll Call**
- 2. Comments from the Public- Members of the audience may comment on any item of interest.**
Council Action: Open Meeting Law does not permit Council discussion of items not specifically on the agenda
- 3. Awards/Presentations/Proclamations**
- 3.A** Mayor Orsborn will recognize the retirement of Fredrick Hayman from the City of Buckeye Police Department.
- 4. Minutes**
- 4.A** [Council to take action on approval of the September 21, 2021 Council Workshop Minutes and September 21, 2021 Regular Council Meeting Minutes.](#)

5. Expenditures

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

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 First Amendment to the Utility Assistance Program Agreement between the City of Buckeye and the Salvation Army, extending through June 30, 2022, the utilization of up to \$500,000 in General Fund AZ CARES contingency funds for the utility assistance program; and authorizing the City Manager or designee to approve and extend the Agreement for up to two additional one-year terms.

Summary: Water Resources and Community Services Departments request Council approval to extend the existing Utility Billing Assistance Program from September 30, 2021 through June 30, 2022.

Staff Liaison: Alisha Solano, Water Resources Director, asolano@buckeyeaz.gov, (623)349-6101; Miranda Gomez, Community Services Director, mgomez@buckeyeaz.gov, (623)349-6353

- *6.B** Council to take action on Resolution No. 76-21 authorizing the acceptance of a grant award from the Federal Aviation Administration for Buckeye Municipal Airport improvements consisting of the realignment and reconstruction of Taxiway J; and authorizing the Mayor and City Manager to execute and deliver related agreements, contracts and documents thereto on behalf of the City.

Summary: The Airport Improvement Program (AIP) funds the aviation capital improvements for the Buckeye Municipal Airport for Federal Aviation Administration (FAA) eligible projects. Phase I of this grant was accomplished at the end of 2019 to early 2020, which included the reconstruction of the south apron, lighting and an airport back up generator, among other improvements. This will be the completion of the entire project. The project was designed and had environmental clearances completed in 2018. This current grant will complete Phase II and consists of rehabilitating Taxiway J which connects the south apron to the approach end of Runway 35. In addition, Taxiway J will be realigned due to its proximity to existing t-hangars. The current location of the taxiway is outside FAA standards. The grant award is anticipated in Federal Fiscal Year 2022 with an anticipated award of \$1,317,812 including including \$1,200,000 in FAA funding, \$58,906 in ADOT funding, and \$58,906 in City of Buckeye matching funds.

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

- *6.C** Council to take action on Resolution No. 81-21 authorizing the acceptance of a grant award from the Arizona Department of Transportation for multiple Buckeye Municipal Airport

pavement maintenance projects; and authorizing the Mayor and City Manager to execute and deliver related agreements, contracts and documents thereto on behalf of the City.

Summary: The Airport was recently contacted by the Arizona Department of Transportation and offered a grant, for pavement maintenance as part of the Arizona Pavement Management System (APMS) program. APMS is a program in which all airports that receive federal funding for pavement rehabilitation or reconstruction must participate. Every three years airports in the APMS program receive a visual inspection of all airport pavements in order to prioritize projects and funding. Each year ADOT identifies airports that are in need of pavement maintenance based on their evaluations. The State offered a grant to the Buckeye Municipal Airport and ADOT will design, support the bidding process, and administer the construction of the maintenance projects. ADOT will pay 100 percent of the design and construction administration costs. The Airports estimated share is \$34,081, a ten percent share of the construction cost. We did not anticipate this grant this year, therefore it was not budgeted.
Staff Liaison: Jeff Webbe, Airport Coordinator, jwebbe@buckeyeaz.gov, (623) 695-4555

- *6.D** Council to take action on Delivery Order No. 1 to the Job Order Contract (No. 2020001.04) between the City of Buckeye, an Arizona municipal corporation, and Haydon Building Corp., an Arizona corporation, for labor, materials, and equipment required to complete the addition and façade improvements at the Buckeye Valley Museum; and authorizing the Mayor to execute and deliver said Delivery Order on behalf of the City.

Summary: As part of the CIP for fiscal year 2022 the Construction and Contracting Division issued a solicitation for the demolition, remodeling and new construction required for a new lobby addition, new porch, and existing facade improvements at the Buckeye Valley Museum. The museum, which represents the heritage of Buckeye, had the interior of the Museum remodeled in 2014. After receiving and reviewing price proposals it was determined that Haydon Building Corp. was best suited for this project. The total amount to be expended under this Delivery Order will not exceed \$563,371.
Staff Liaison: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (623) 349-6225

- *6.E** Council to take action on Resolution No. 78 -21 approving the Agreement between the City of Buckeye and the Arizona Governor's Office of Highway Safety DUI Abatement Council relating to funding for DUI enforcement overtime activities and employee-related expenses; and authorizing the Mayor, City Manager, and City Police Chief to execute and deliver said Agreement on behalf of the City.

Summary: The Police Department has been awarded grant funding from the State of Arizona through the DUI Abatement Council for additional funding to support DUI enforcement. The grant funds will provide funding to support DUI enforcement efforts and aggressive driving enforcement efforts. The DUI overtime funds granted will support the Department's participation in DUI enforcement programs and task forces throughout the West Valley. Having additional DUI overtime funding will allow the Police Department to continue enforcement efforts, which has been proven to reduce alcohol-related traffic injuries and fatalities caused by impaired drivers.

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

- *6.F** Council to take action on Resolution No. 75-21 approving Amendment No. 1 to the Intergovernmental Agreement for Services between Maricopa County, Administered by its Human Services Department, and the City of Buckeye, regarding participation in the U.S. Department of Housing and Urban Development Community Development Block Grant Program for the Provision of CDBG Funds for the Senior Center Kitchen Expansion and Remodel; and authorizing the Mayor and City Manager to execute and deliver said Amendment and related documents on behalf of the City.

Summary: The original IGA granted the City \$540,000 in CDBG funds for the expansion and remodel of the Senior Center located in Downtown Buckeye. The purpose of the amendment is for the County to increase funding by \$60,000. The agreement total amount is proposed to be increased from \$540,000 to \$600,000 to complete the kitchen expansion project at the Buckeye Senior Center. The design, construction and remodel cost for this project is \$1,725,069. CDBG funds are to be expended for construction only and reimbursements are not to exceed \$600,000. Staff Liaison: Andrea Marquez, Planner II, amarquez@buckeyeaz.gov, (623) 349-6220

- *6.G** Council to take action on a minor subdivision for the Hancock Communities - White Tanks development, which is generally located between Interstate 10 and North Sundance Parkway one quarter mile east of Watson Road.

Summary: The proposed minor subdivision is generally located between Interstate 10 and North Sundance Parkway one quarter mile east of Watson Road. The request is to consolidate four existing parcels into two, as well as dedicate additional right-of-way for the future right turn-lanes along Sundance Parkway. Requested by Joseph Cable, Bowman Consulting on behalf of Janine Long, Blueprint White Tanks, LLC.

Staff Liaison: Andrea Marquez, Planner II, amarquez@buckeyeaz.gov, (623) 349-6220

- *6.H** Council to take action on a minor subdivision for Roers Buckeye 29, which is generally located three-hundred feet west of the southwest corner of 1st Street (Miller Road) and MC 85 (Monroe Avenue).

Summary: The proposed minor subdivision is generally located three-hundred feet west of the southwest corner of MC-85 (Monroe Avenue) and 1st Street (Miller Road). The request is to create two parcels consisting of a 15.94 acre lot and a 10.68 acre parcel from the existing overall 28.85 acres. The minor subdivision also includes dedication of rights-of ways along MC-85 and 1st Street, including public utility easements. Requested by Mark Beck of Beck Consulting Engineers, Inc., on behalf of Scott Phillips, Carefree Buckeye 29, LLC.

Staff Liaison: Andrea Marquez, Planner II, amarquez@buckeyeaz.gov, (623) 349-6220

- *6.I** Council to take action on a final plat titled Southeast Corner of Yuma and Dean Road located in the Sundance Community Master Plan.

Summary: The applicant is requesting approval of a final plat titled Southeast Corner of Yuma and Dean Road. The final plat is 15.7 acres and includes 61 single-family residential lots, with 3.32 acres of landscaped open space, parks, recreation areas, and trails. Approval of the final

plat will allow continued development of traditional single-family residences within Sundance. Requested by Matthew Mancini, 3 Engineering, LLC, on behalf of Gehan Homes of Arizona. Staff Liaison: Robert Busick, Planner II, rbusick@buckeyeaz.gov, (623) 349-6242

7. Public Hearings / Non-Consent - New Business

7.A Council to take action on Resolution No. 68-21 approving the Public Infrastructure Reimbursement Agreement between the City of Buckeye and CRE-Commerce AZ Owner, LLC, a Delaware limited liability company, relating to reimbursement of costs for regional public infrastructure to be constructed by CRE-Commerce AZ 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: CRE-Commerce AZ is the owner of approximately 72 acres at the northwest corner of Miller Road and Lower Buckeye Road and plans to construct a new +/- 860,000 square foot speculative industrial building. The public infrastructure to be constructed and installed by Owner, while necessary to serve development, also include 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: Paul Lopez, Deputy City Engineer, plopez@buckeyeaz.gov, (623) 349-6204; Dave Roderique, Deputy City Manager, droderique@buckeyeaz.gov, (623) 349-6971

8. Staff Reports / Discussion and Possible Direction from Council

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

Summary: Chief Financial Officer William Kauppi will provide a brief report on the City's current finances. Discussion may be held and Council may provide direction to staff, but no legal action will take place.

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

10. 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.

11. Council will make a motion to adjourn the meeting

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

MEETING DATE: 10/19/21	AGENDA ITEM: 4.A. Minutes
DATE PREPARED: 10/18/21	DISTRICT NO.: ALL
STAFF LIAISON:	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Minutes

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on approval of the September 21, 2021 Council Workshop Minutes and September 21, 2021 Regular Council Meeting Minutes.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

Council to take action on approval of the September 21, 2021 Council Workshop Minutes and September 21, 2021 Regular Council Meeting Minutes.

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

ATTACHMENTS:

[09.21.2021 Council Workshop Minutes.pdf](#)

[09.21.2021 Regular Council Meeting Minutes.pdf](#)



**CITY OF BUCKEYE
COUNCIL WORKSHOP
SEPTEMBER 21, 2021
MINUTES**

**City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
3:30 PM**

1. Call to Order/Roll Call

Mayor Orsborn called the meeting to order at 3:30 p.m.

Members Present: Councilmember Goodman, Councilmember Guy, Councilmember Hess, Councilmember Heustis, Vice Mayor Youngker, and Mayor Orsborn (excused at 4:28 p.m.; returned at 4:30 p.m.).

Members Absent: Councilmember HagEstad.

Departments Present: City Manager Roger Klingler, Assistant City Manager James Shano, Deputy City Manager Dave Roderique, City Clerk Lucinda Aja, Deputy City Clerk Summer Stewart, Assistant to Mayor Christine Grundy, Information Technology Director Greg Platacz, Human Resources Director Nancy Love, and Municipal Judge John Burkholder.

2. Workshop Items

2.A Council to discuss the City Manager recruitment strategy and attributes Council desires in our next City Manager.

Staff Liaison: Nancy Love, Human Resources Director

Ms. Love opened the presentation and provided an overview of recruitment of a City Manager. Our current City Manager, Roger Klingler, has announced he will be retiring on November 30, 2021. Recruitment may be completed using a search firm, in-house recruitment, or a combination of both. Search firms often provide faster results with a larger pool of potential candidates and can manage the entire process. In-house recruitment costs less, and in-house staff understands the needs of the City and will be motivated to get the best candidate based on Council's direction. Potential search firms were listed and reviewed. An overview of the recruitment process was provided; next steps include the creation of a candidate position profile and a decision regarding recruitment source. Councilmember Hess stated the importance of determining a candidate profile; requested further information regarding in-house and/or search firm recruitment. Ms. Love stated Human Resources staff is busy and is currently recruiting for several positions; stated search firm will be dedicated to this one task while City staff is capable of recruiting for a City Manager but has several duties and tasks to complete in addition to recruitment; stated City staff will work closely with a search firm, which will be selected by Council. Councilmember Guy requested clarification regarding search firm candidate pools and use of search firms; stated the importance of Council allowing staff and any chosen search firm to complete the process based on Council direction. Ms. Love provided additional information regarding search firm candidate pools and stated the pool may be limited simply by the nature of the position and candidate eligibility; stated some municipalities do not use search firms while others do based on need. Councilmember Heustis stated he prefers to use a search firm; stated the importance of taking the City's climate, growth, population, and unique needs into consideration when selecting potential candidates. Councilmember Goodman stated the importance of

making a cautious and well-informed decision; stated use of a search firm is warranted for this recruitment; stated Council should have the opportunity to provide input and direction. Vice Mayor Youngker requested clarification regarding recruitment time frames and selection of a search firm; stated the importance of Council input and direction to staff. Ms. Love stated timing will be dependent on Council direction but use of a search firm will most likely be faster than in-house recruitment; stated staff will provide Council with search firm recommendations. Mayor Orsborn stated the candidate profile should include the City's unique needs; stated Council should have the opportunity to meet with potential search firms and top candidates; stated the importance of making the right decision while also expediting the process. Councilmember Hess requested clarification regarding the search firm selection process. Ms. Love stated that, due to the dollar amount threshold, the request for proposal (RFP) or request for qualifications (RFQ) processes did not need to be followed unless directed by Council. Councilmember Guy requested the process for selecting a search firm be initiated as soon as possible so Council may provide their candidate profile recommendations. Mayor Orsborn requested staff provide a list of minimum requirements for a City Manager; stated outside stakeholders should be involved in the selection process. Ms. Love stated she would provide Council with the City's current City Manager job description; encouraged Council to reach out to their colleagues to discuss the process and gather any important information that will help with the recruitment process.

2.B Arizona Department of Transportation (ADOT) presentation and update regarding the Interstate 10 widening project from State Route 85 to Verrado Way.

Staff Liaison: Annie DeChance, Marketing and Communications Manager

Ms. DeChance opened the presentation and introduced Daina Mann, Assistant Communications Director. Ms. Mann introduced ADOT staff involved in the project: Project Engineer Cliff Oltman, Community Relations Project Manager Gaby Kemp, Government Relations Jodi Rooney, and FNF Construction Project Manager Mike Caruso. An overview of the project was provided; ADOT began work on the Interstate 10, State Route 85 to Verrado Way project in mid-July. The project will add one general purpose lane in each direction in the I-10 median, as well as reconstruct the interchanges at Miller and Watson roads to a Diverging Diamond (DDI) design to increase capacity, improve traffic flow and increase safety. Work on this \$82 million widening project is scheduled to take approximately two years to complete. Images depicting the interchanges at Miller Road and Watson Road with the diverging diamond design were displayed and discussed. ADOT efforts to mitigate traffic impacts were listed and reviewed and include limiting single lane restrictions to overnight or weekends, limiting I-10 ramp lane restrictions to overnight and weekends, and phase construction of interchanges; the Miller Road interchange will be constructed first. The Miller Road interchange construction phasing plan was displayed and discussed; phase 1 will tentatively begin in January of 2022 and will include a forty day closure of the eastbound on-ramp and westbound off-ramp; phase 2 will begin by Spring of 2022 and will include a forty day closure of the eastbound off-ramp and westbound on-ramp; phase 3 is planned to begin Spring of 2022 and will include a fifty day closure of Miller Road at I-10. The anticipated schedule for the Watson Road interchange construction phasing plan was reviewed; phase 1 will begin Summer of 2022 and will include a forty day closure of the westbound on and off-ramps; phase 2 will begin Summer/Fall of 2022 and will include a forty day closure of the eastbound on and off-ramps; phase 3 will begin early 2023 with a fifty day closure of Watson Road at I-10. I-10 Miller Road closure and detour phasing was described. I-10 Watson Road closure and detour phasing was reviewed. Councilmember Heustis requested further information regarding emergency access. Ms. Mann stated emergency service providers will always have access throughout the closures; local providers will be provided notice of detour routes and construction schedules. Mr. Oltman stated there is an emergency access plan in place that has been discussed with the City's Police and Fire Departments; they will be consistently updated throughout the project and will always have access. Councilmember Hess requested clarification regarding Miller Road closures. Ms. Mann confirmed there will be three separate phased closures for both the Miller Road and Watson Road interchange construction projects; the first two phases will last forty days each and phase three will last fifty days. A construction update was provided; on I-10, from SR 85 to Miller Road, the shoulders have been milled and paved to shift traffic to outside lanes for work in the median, dirt has been hauled and placed in the median to

raise the grade, and the catch-basins have been raised to grade. A Miller Road construction update was provided and includes earthwork for the new eastbound I-10 on and off-ramp, construction of a new 253rd Avenue and closure of Yuma Road at Miller Road, and installation of a new sanitary sewer line. Councilmember Hess stated residents have expressed concerns regarding current construction signage that may be blocking views along I-10. Community outreach was discussed, which includes distribution of construction flyers, weekly traffic alerts, regular updates at Buckeye Chamber meetings, a dedicated ADOT webpage, and a community point of contact assigned to the project. A video depicting traffic flow at a diverging diamond interchange was played and described. Vice Mayor Youngker requested clarification regarding clearing of traffic incidents during construction; requested status of light signaling installation along Miller Road; requested clarification regarding construction timeframes. Mr. Oltman, who has been working with emergency responders in the area, stated emergency responders will always have access during construction and every effort will be made to determine what further mitigation plans can be implemented to address traffic incidents during construction; stated smart working boards have been placed throughout the site and messaging can be changed to detour traffic as needed. Deputy City Engineer Paul Lopez stated the signal poles have been ordered and there is an expected 90-120 day completion timeframe for installation; stated there are plans for temporary traffic signaling along Miller Road. Ms. Mann confirmed the original start date for ramp closures was October 1, 2021; however, the contractor has implemented an alternate plan to accommodate necessary construction on Miller Road; the delay rephrases the project but does not extend the timeframe for completion. Mr. Oltman provided additional clarification regarding ramp closures and construction timeframes. Councilmember Goodman requested clarification regarding project completion dates. Mr. Oltman stated the completion date of the project has not changed. Councilmember Hess requested further information regarding possible project adjustments based on additional funding that may be identified during construction of the current project. Ms. Mann stated ADOT has a prioritization of projects that would need to be reviewed if additional funding is identified through its five-year program; stated additional information would be provided to Council regarding project adjustments and/or the addition of projects. Mayor Orsborn requested clarification regarding construction timeframes; stated the importance of mitigating traffic impacts during closures, especially in the vicinity of Yuma Road and Verrado Way; requested asphalt millings be donated to the City if possible. Mr. Oltman clarified closures will take place as scheduled but may not be consecutive. Vice Mayor Youngker requested ADOT coordinate with City staff regarding City events that may affect traffic. Ms. Mann confirmed construction will not take place the weekend of the City's 2022 Air Fair.

2.C Presentation and discussion of the Fiscal Year (FY) 2021 Municipal Court Report.

Staff Liaison: Johnny Tse, Court Administrator

Judge Burkholder opened the presentation and reviewed the Municipal Court's mission, accomplishments, opportunities, and challenges. Accomplishments include the completion of an independent review, an operational review, case backlog, use of the Buckeye Reinstatement Assistance Program (BRAP), continuing education for staff, and the sharing of knowledge within the municipal court community. Case filing numbers were listed and described; case filings increased by 14.4 percent in FY 2021 and include filings for civil traffic, criminal misdemeanor, criminal traffic, DUI, parking, city code violations, orders of protection, and injunctions against harassment. Opportunities and challenges include legislative changes, online dispute resolution and virtual court, and preparing for the future. Mayor Orsborn requested clarification regarding DUI related filings. Judge Burkholder clarified they have not seen an increase in DUI filing related to recent laws passed regarding marijuana use; provided further information on processing of marijuana related DUI filings; stated there has been a consistent increase in DUI filings over the last five years. Councilmember Heustis requested further information regarding arrest warrants; requested clarification regarding DUI charges. Judge Burkholder provided further information and clarification regarding the Court's ability to issue arrest warrants for failure to appear for hearings or failure to pay fines; provided further enforcement actions that may be taken by the Court, including interception of tax returns and prohibiting the renewal of vehicle registrations; provided clarification regarding the different levels of

DUI charges. Mayor Orsborn requested clarification regarding revenues. Judge Burkholder clarified the City does not get all of the revenues generated from case filings; a large portion is paid to the State and County; confirmed the City collected \$1,606,741.84 in fines and approximately \$780,000 stays with the City while the remaining portion is paid to the State and County.

3. Adjournment.

A motion was made by Councilmember Heustis and seconded by Vice Mayor Youngker to adjourn the meeting at 5:38 p.m. Motion passed unanimously.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Council Workshop held on September 21, 2021. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk



**CITY OF BUCKEYE
REGULAR COUNCIL MEETING
SEPTEMBER 21, 2021
MINUTES**

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

1. Call to Order/Invocation/Pledge of Allegiance/Roll Call

Mayor Orsborn called the meeting to order at 6:00 p.m.; Mayzie Breck from Odyssey Institute High School led the invocation; former Mayor Jackie Meck led the Pledge of Allegiance.

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

Members Absent: Councilmember HagEstad.

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

2. Comments from the Public

Richard Brown presented statements and concerns related to traffic, speeding, and roadway issues along Sundance Parkway North; presented statements regarding truck and trailer traffic issues when exiting Interstate 10 and diverting to Sundance Parkway North.

3. Awards/Presentations/Proclamations

3.A Mayor Orsborn proclaimed September 17-23, 2021 as Constitution Week in the City of Buckeye.

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

3.C Joe Genovese with Sleep in Heavenly Peace presented Mayor and Council with an overview of the community bunk bed build held on August 14, 2021; Matthew Boyd and Tim Williams with Parker Fasteners sponsored the event.

4. Minutes

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

A motion was made by Vice Mayor Youngker and seconded by Councilmember Hess to approve the minutes of the July 20, 2021 Special Council Meeting, August 17, 2021 Council Workshop, and August 17, 2021 Regular Council Meeting.

5. Expenditures

5.A Council to take action on the request to ratify the payment of the accounts payable expenditures made.

Mayor Orsborn declared a conflict of interest and recused himself from voting on ratification of expenditures made regarding Brycon Construction. A motion was made by Councilmember Heustis and seconded by Vice Mayor Youngker to ratify the payment of the accounts payable expenditures made. Motion passed unanimously.

6. CONSENT AGENDA ITEMS / NEW BUSINESS

Approval of items on the Consent Agenda -All items with an (*) are considered to be routine matters and will be enacted by one motion and vote of the City Council. Councilmember Heustis requested Items *6.A and *6.N be pulled for discussion; after discussion was held regarding Items *6.A and *6.N, a motion was made by Councilmember Heustis and seconded by Vice Mayor Youngker to approve Items *6.A, *6.B, *6.C, *6.D, *6.E, *6.F, *6.G, *6.H, *6.I, *6.J, *6.K, *6.L, *6.M, *6.N, *6.O, *6.P, *6.Q, *6.R, *6.S, *6.T, *6.U, *6.V, *6.W, *6.X, *6.Y, *6.Z, *6.AA, *6.AB, and *6.AC. Motion passed unanimously.

***6.A Council to take action on the reappointment of Carl Goin as a Regular Member of the Buckeye Pollution Control Corporation (BPCC) with a term expiration date of December, 2027.**

Staff Liaison: Summer Stewart, Deputy City Clerk

Councilmember Heustis requested this item be pulled; recognized and thanked Carl Goin for his continued service to the BPCC. Council approved the reappointment of Carl Goin as a Regular Member of the Buckeye Pollution Control Corporation (BPCC) with a term expiration date of December, 2027.

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

Staff Liaison: Maria Riebs, Assistant to the City Council

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

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

Staff Liaison: Scott Lowe, Public Works Director

Council adopted Resolution No. 54-21 adopting a Title VI Plan for the City of Buckeye's transit services with Federal Transit Authority.

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

Staff Liaison: Scott Lowe, Public Works Director

Council approved the expenditure of not to exceed \$2,206,900 for the procurement of replacement and new vehicles and equipment in accordance with the City Vehicle Replacement Policy.

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

Staff Liaison: Scott Lowe, Public Works Director

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

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

Staff Liaison: Scott Lowe, Public Works Director

Council adopted Resolution No. 61-21 ordering the Work as described in Resolution No. 60-21 and forming City of Buckeye Street Lighting Improvement District No. 2021-SLID-003; and ordering recording and filing of this Resolution.

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

Staff Liaison: Chris Williams, Construction and Contracting Manager

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

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

Staff Liaison: Chris Williams, Construction and Contracting Manager

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

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

Staff Liaison: Chris Williams, Construction and Contracting Manager

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

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

Staff Liaison: Chris Williams, Construction and Contracting Manager

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

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

Staff Liaison: Chris Williams, Construction and Contracting Manager

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

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

Staff Liaison: Chris Williams, Construction and Contracting Manager

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

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

Staff Liaison: Chris Williams, Construction and Contracting Manager

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

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

Staff Liaison: Chris Williams, Construction and Contracting Manager

Councilmember Heustis requested this item be pulled for discussion and requested further information regarding the contract expiration date. Mr. Williams stated the item relates to an Avondale cooperative contract and confirmed the contract will be extended. Council approved the Cooperative Contract Purchase Addendum (Brine Waste Hauling Disposal Services Contract No. 2022007) between the City of Buckeye, an Arizona municipal corporation, and Salt River Extraction, LLC dba SRE Transportation, an Arizona corporation, through the City of Avondale Cooperative Contract (No. 19-284C, expiration October 14, 2021) for sludge hauling for coagulation facilities; and authorizing the Mayor to execute and deliver said Contract on behalf of the City.

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

Staff Liaison: Chris Williams, Construction and Contracting Manager

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

- *6.P Council to take action on Task Order No. 2 to the On-Call Water & Wastewater Specialties Engineering Services Contract (No. 2016-020-015) between the City of Buckeye, an Arizona municipal corporation, and Southwest Groundwater Consultants, a Division of Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C., an Arizona Corporation, for consulting services for five pilot test boreholes; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.**

Staff Liaison: Chris Williams, Manager, Construction and Contracting Manager

Council approved Task Order No. 2 to the On-Call Water & Wastewater Specialties Engineering Services Contract (No. 2016-020-015) between the City of Buckeye, an Arizona municipal corporation, and Southwest Groundwater Consultants, a Division of Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C., an Arizona Corporation, for consulting services for five pilot test boreholes; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.

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

Staff Liaison: Chris Williams, Construction and Contracting Manager

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

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

Staff Liaison: Chris Williams, Construction and Contracting Manager

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

- *6.S Council to take action on Delivery Order No. 3 to the Job Order Contract (Contract 2019005-04) for street maintenance between the City of Buckeye, an Arizona municipal corporation, and Sunland Asphalt & Construction, Inc., an Arizona corporation, for labor, materials, and equipment related to this fiscal year pavement maintenance; and authorizing the Mayor to execute and deliver said Delivery Order on behalf of the City.**

Staff Liaison: Chris Williams, Construction and Contracting Manager

Council approved Delivery Order No. 3 to the Job Order Contract (Contract 2019005-04) for street maintenance between the City of Buckeye, an Arizona municipal corporation, and Sunland Asphalt & Construction, Inc., an Arizona corporation, for labor, materials, and equipment related to this fiscal year pavement maintenance; and authorizing the Mayor to execute and deliver said Delivery Order on behalf of the City.

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

Staff Liaison: Chris Williams, Construction and Contracting Manager

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

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

Staff Liaison: Alisha Solano, Water Resources Director

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

- *6.V Council to take action on Resolution No. 55-21 approving the Intergovernmental Agreement (IGA) between the City of Buckeye and the City of Phoenix, relating to the Buckeye Fire-Medical-Rescue Department's participation in Phoenix Fire Department Fire Service Training; and authorizing the Mayor, City Manager, and Fire Chief to execute and deliver said Agreement and related documents on behalf of the City.**

Staff Liaison: Bill Stockley, Interim Fire Chief

Council adopted Resolution No. 55-21 approving the Intergovernmental Agreement (IGA) between the City of Buckeye and the City of Phoenix, relating to the Buckeye Fire-Medical-Rescue Department's participation in Phoenix Fire Department Fire Service Training; and authorizing the Mayor, City Manager, and Fire Chief to execute and deliver said Agreement and related documents on behalf of the City.

- *6.W Council to take action on Resolution No. 70-21 approving a Memorandum of Understanding between the City of Buckeye and the Under Secretary of Defense for Personnel and Readiness of the U.S. Department of Defense for the City to participate in a Skill-Building and Training Program for Veterans called the SkillBridge Training Program; and authorizing the Mayor and City Manager to execute and deliver said Memorandum of Understanding on behalf of the City.**

Staff Liaison: Larry Hall, Police Chief

Council adopted Resolution No. 70-21 approving a Memorandum of Understanding between the City of Buckeye and the Under Secretary of Defense for Personnel and Readiness of the U.S. Department of Defense for the City to participate in a Skill-Building and Training Program for Veterans called the SkillBridge Training

Program; and authorizing the Mayor and City Manager to execute and deliver said Memorandum of Understanding on behalf of the City.

- *6.X Council to take action on Resolution No. 62-21 approving the Intergovernmental Agreement between the City of Buckeye and the Odyssey Preparatory Academy for school resource officer services; and authorizing the Mayor, City Manager and Police Chief to execute and deliver said Agreement and related documents on behalf of the City.**

Staff Liaison: Larry Hall, Police Chief

Council adopted Resolution No. 62-21 approving the Intergovernmental Agreement between the City of Buckeye and the Odyssey Preparatory Academy for school resource officer services; and authorizing the Mayor, City Manager and Police Chief to execute and deliver said Agreement and related documents on behalf of the City.

- *6.Y Council to take action on Resolution No. 64-21 approving the Intergovernmental Agreement between the City of Buckeye and the Agua Fria High School District No. 216 for school resource officer services; and authorizing the Mayor, City Manager and Police Chief to execute and deliver said Agreement and related documents on behalf of the City.**

Staff Liaison: Larry Hall, Police Chief

Council adopted Resolution No. 64-21 approving the Intergovernmental Agreement between the City of Buckeye and the Agua Fria High School District No. 216 for school resource officer services; and authorizing the Mayor, City Manager and Police Chief to execute and deliver said Agreement and related documents on behalf of the City.

- *6.Z Council to take action on Resolution No. 63-21 approving the Intergovernmental Agreement between the City of Buckeye and Buckeye Union High School District No. 201 for school resource officer services; and authorizing the Mayor, City Manager and Police Chief to execute and deliver said Agreement and related documents on behalf of the City.**

Staff Liaison: Larry Hall, Police Chief

Council adopted Resolution No. 63-21 approving the Intergovernmental Agreement between the City of Buckeye and Buckeye Union High School District No. 201 for school resource officer services; and authorizing the Mayor, City Manager and Police Chief to execute and deliver said Agreement and related documents on behalf of the City.

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

Staff Liaison: Marcia Story-Greco, Code Enforcement Supervisor

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

- *6.AB Council to take action on the non-profit community funding sub-committee's recommendations to award funds to various non-profits that serve Buckeye residents, in an amount not to exceed \$65,000.**

Staff Liaison: Christine Grundy, Assistant to the Mayor

Councilmember Guy declared a conflict of interest and recused herself from the discussion and voting. Council approved the non-profit community funding sub-committee's recommendations to award funds to various non-profits that serve Buckeye residents, in an amount not to exceed \$65,000.

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

Staff Liaison: Sean Banda, Senior Planner

Council approved the Thomas Road and Acacia Way Replat generally located along the Tuthill Alignment and between Indian School Road and Thomas Road within the Verrado Community Master Plan (CMP).

7. Public Hearings / Non-Consent - New Business

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

Staff Liaison: Adam Copeland, Deputy Director of Planning

Mr. Copeland provided an overview of the Buckeye Wildlife Corridors Best Practices Guide (“the Guide”). Celeste Werner with Matrix Design Group provided additional information regarding the Guide, which is a City initiated special project that is part of one of the key implementation measures from the Imagine Buckeye 2040 General Plan adopted and ratified in 2018. This guide has been managed by City staff and drafted by Logan Simpson, Matrix Design Group along with the support of sub-consultants and many stakeholders. The guide provides wildlife connectivity to maintain and enhance biodiversity in the City and surrounding areas, which in turn improves the quality of life for Buckeye residences. Stakeholder and community outreach was reviewed. The Guide is the first of its kind in the Phoenix region and offers developers, city staff, non-profit organizations, and others a foundation to start the conversation about wildlife corridors with the goal of incorporating best practices in the design of new communities in the City. The Guide provides direction on use of the Guide, foundation and overview of the Guide, case studies for reference and review, and best practices tools; each section was summarized. Councilmember Guy presented concerns regarding wildlife corridors within previously approved master planned communities. Ms. Werner stated stakeholders were involved in the drafting of the Guide, and based on the feedback received, support the Guide and understand its regional benefit. Mr. Copeland stated development, at the stage of platting and site-planning, open space requirements will be reviewed and approved based on goals within the Guide; stated the importance of flexibility. Councilmember Heustis requested further information regarding cooperation from stakeholders. Mr. Copeland stated the City has been in communication with all of the major upcoming and current developers within the City’s planning area with positive feedback; provided further information regarding certain washes and the required approvals. Mayor Orsborn requested further information regarding widths of wildlife corridors. Mr. Copeland provided clarification regarding corridor widths within the guide and stated widths will be approved on a case-by-case basis. Bruce Meighan with Logan Simpson provided information regarding corridor widths and use of natural landscape and corridors. A motion was made by Councilmember Hess and seconded by Councilmember Guy to approve the Buckeye Wildlife Corridors Best Practices Guide. Motion passed unanimously.

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

Staff Liaison: Robert Sanders, Assistant Police Chief

Chief Sanders provided an overview of the Crisis Response Team (CRT) Program, which was initially implemented in January 2021 as a part-time program. This partnership allows Buckeye to effectively address mental health calls for service and will allow for a full-time counselor. Domestic violence, mental health issues,

overdoses, and suicide calls have increased The Crisis Counselor will help identify and deescalate situations that could become volatile without the presence of a professional familiar with mental health and associated disorders. The Counselor will also be able to provide additional resources related to a mental health incident and allow officers to respond to other law enforcement calls; a follow up care management program will be implemented. Councilmember Heustis requested further information regarding the wearing of a vest by the Crisis Counselor. The CRT Officer stated research has shown wearing the vest helps with officer recognition and allows the officers to have their necessary tools; stated increased public relations regarding the CRT and the community have had positive impacts within the community. Mayor Orsborn requested further information regarding the CRT Officer. Chief Sanders confirmed the CRT Officer is not a new position but will now be a full-time contracted position, if approved; stated the CRT Program results in less return calls and has been successful in helping those in need. A motion was made by Councilmember Heustis and seconded by Vice Mayor Youngker to approve the expenditure of funds, pursuant to the Professional Services Agreement (Contract No. 2021010), related to the salary and associated costs of contracting services for a Crisis Counselor in the Buckeye Police Department. Motion passed unanimously.

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

Staff Liaisons: Alisha Solano, Water Resources Director; William Kauppi, Chief Financial Officer

Ms. Solano provided an overview of Resolution No. 69-21 and reviewed a background of the Sundance Water Reclamation Facility (WRF). Councilmember Heustis requested clarification of the purchase of the Sundance WRF in 2012. Ms. Solano stated she would provide further information to Council regarding the purchase of the Sundance WRF and possible purchase of unincorporated land surrounding the WRF. Ms. Solano stated the City intends to enter into a WIFA loan in order to finance funding costs associated with the repair and replacement of the Sundance WRF; vicinity maps depicting Sundance WRF service areas were displayed. Repairing and replacing the aging infrastructure at the plant will extend its useful life. Staff has submitted a loan application to WIFA requesting the approval of approximately \$13,000,000; a WIFA loan timeline was displayed and reviewed with an expected completion of the loan agreement by October 2021. Mr. Kauppi provided an overview of the WIFA loan document; the WIFA loan is expected to be issued for a twenty-year term, with an expected low interest rate. Councilmember Guy requested further information regarding purchase of the Sundance WRF and repayment of this loan. Mr. Zipprich stated the Sundance WRF was dedicated to the City at the time of development; provided further information regarding the acquisition of the Sundance WRF. Mr. Kauppi stated the recent water rate study took into account the repayment of previously approved WIFA loans and this proposed loan; water rate revenues will cover the costs of the loans. Ms. Solano stated staff had contemplated seeking this loan with WIFA and the needed water rates to cover the costs of the loan. Councilmember Heustis requested further information regarding grant funding. Mr. Kauppi provided additional information regarding recent grants received and the regulations and requirements related to use of those grant funds. Councilmember Goodman requested clarification regarding debt service. Mr. Kauppi stated the debt service is currently estimated to be \$890,000 annually for twenty-years and includes principal and interest. A motion was made by Councilmember Heustis and seconded by Councilmember Goodman to adopt authorizing the execution and delivery of a loan agreement by the Mayor, City Manager, Chief Financial Officer, City Attorney and City Clerk; approving a loan from the Water Infrastructure Finance Authority of Arizona (WIFA); authorizing the taking of all other actions necessary to the consummation of the transaction contemplated by this Resolution and declaring an emergency. Motion passed unanimously.

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

Mr. Klingler presented a brief summary of current events.

9. Comments from the Mayor and Council

Vice Mayor Youngker: invited residents and staff to the upcoming rededication of the Hobo Joe statue in downtown Buckeye.

Councilmember Goodman: thanked Chief Stockley and staff for the memorable September 11 service.

Councilmember Heustis: presented statements regarding WIFA loan debt repayment costs.

Councilmember Guy: no comment.

Councilmember Hess: provided a boards and commissions update.

Councilmember HagEstad: absent.

Mayor Orsborn: no comment.

10. Council will make a motion to adjourn the meeting

A motion was made by Vice Mayor Youngker and seconded by Councilmember Heustis to adjourn the meeting at 7:53 p.m. Motion passed unanimously.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Council Meeting held on September 21, 2021. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk

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

MEETING DATE: 10/19/21	AGENDA ITEM: 5.A. City Expenditures
DATE PREPARED: 10/18/21	DISTRICT NO.: All
STAFF LIAISON:	
DEPARTMENT: Financial Services	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:

[AP Summary 10 07 21.pdf](#)

10/07/2021 16:34 |City of Buckeye, AZ - LIVE
dnewman |A/P CASH DISBURSEMENTS JOURNAL

|P 1
|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
						INVOICE DTL DESC			
138025	10/07/2021	PRTD		5566 ACRO SERVICE CORPORATION	1448894	09/19/2021	22200363	100721ap	743.20
Invoice: 1448894						TEMPORARY LABOR			
						Professional Services General			
						Professional Services General			
						CHECK	138025	TOTAL:	743.20
138026	10/07/2021	PRTD		6780 ADVANCED WORKPLACE STRATEGIES, IN	487605	08/31/2021	22200152	100721ap	360.55
Invoice: 487605						Open PO for Pre-Employment Drug Screening			
						Pre-Employment Testing			
						CHECK	138026	TOTAL:	360.55
138027	10/07/2021	PRTD		6851 AMILIA CONSULTING USA	INV-0321	09/30/2021	22200148	100721ap	2,210.00
Invoice: INV-0321						Cost recovery and fee study			
						Professional Services General			
						CHECK	138027	TOTAL:	2,210.00
138028	10/07/2021	PRTD		5141 ANDREWS REFRIGERATION	122431	07/21/2021	22200337	100721ap	1,564.00
Invoice: 122431						FY 21/22 CITYWIDE HVAC & PLUMBING			
						Building Repairs			
						CHECK	138028	TOTAL:	3,428.62
Invoice: 120175						ANDREWS REFRIGERATION			
						FY 21/22 CITYWIDE HVAC & PLUMBING			
						Building Repairs			
						CHECK	138028	TOTAL:	3,428.62
Invoice: 117705						ANDREWS REFRIGERATION			
						FY 21/22 CITYWIDE HVAC & PLUMBING			
						Building Repairs			
						CHECK	138028	TOTAL:	3,428.62
Invoice: 121632						ANDREWS REFRIGERATION			
						AIR CONDITIONING, HEATING, AND VENTILATING EQUIPME			
						WW R&M			
						CHECK	138028	TOTAL:	3,428.62
Invoice: 123932						ANDREWS REFRIGERATION			
						AIR CONDITIONING, HEATING, AND VENTILATING EQUIPME			
						Wastewater Plant R & M			
						CHECK	138028	TOTAL:	3,428.62
138029	10/07/2021	PRTD		1095 ANTHONY'S BACKFLOW INC	262-21	09/24/2021	22200170	100721ap	160.50
Invoice: 262-21						FY 21/22 - CITYWIDE ANNUAL BACKFLOW INSP.			
						Professional Services General			
						CHECK	138029	TOTAL:	160.50

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dnewman |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
INVOICE DTL DESC				
138030 10/07/2021 PRD 1103 AQUATIC ENVIRONMENTAL SYSTEMS IN50541 Invoice: IN50541	09/20/2021 22200175 100721ap FY 21/22 - CITY POOL CHEMICALS Chemicals			2,305.91
2,305.91 10003172 521540				
	CHECK	138030 TOTAL:		2,305.91
138031 10/07/2021 PRD 6750 ARIZONA PUMP RESOURCES LLC IN21-163 Invoice: IN21-163	09/15/2021 22200585 100721ap CENTIFUGE PUMP REBUILD SERVICES WW R&M			2,665.68
2,665.68 40013222 520543				
	CHECK	138031 TOTAL:		2,665.68
138032 10/07/2021 PRD 1131 ARIZONA STATE LAND DEPARTMENT 53-121744-00-100 Invoice: 53-121744-00-100	10/01/2021 100721ap Appraisal for the West Phoenix Estates Property wPhoenix Est Wtr Campus #3 Imp			3,500.00
3,500.00 40001113 543102				
	CHECK	138032 TOTAL:		3,500.00
138033 10/07/2021 PRD 6665 ASPIN/MOHAVE 22A04219 Invoice: 22A04219	09/22/2021 22200031 100721ap OPEN PO - Food & supplies for senior meal program Program Supplies/Equipment			1,613.54
1,613.54 35754150 521502				
Invoice: 22A04577 ASPIN/MOHAVE 22A04577	09/29/2021 22200031 100721ap OPEN PO - Food & supplies for senior meal program Program Supplies/Equipment			2,248.27
2,248.27 35754150 521502				
	CHECK	138033 TOTAL:		3,861.81
138034 10/07/2021 PRD 1043 ASSI SECURITY OF ARIZONA 52292 Invoice: 52292	09/30/2021 22200354 100721ap NAR DOORS AND GATE SECURITY Other Equipment >\$5,000			4,051.25
4,051.25 40003210 541070				
	CHECK	138034 TOTAL:		4,051.25
138035 10/07/2021 PRD 1158 AZ DEPT OF ENVIRONMENTAL QUALITY 0000348257X Invoice: 0000348257X	08/17/2021 100721ap B2075503 Pretreatment Program Permit Fees			976.00
976.00 40013227 520045				
Invoice: 0000348649X AZ DEPT OF ENVIRONMENTAL QUALITY 0000348649X	08/24/2021 100721ap B2032588 Palo Verde Road WWTP Permit Fees			500.00
500.00 40013227 520045				
	CHECK	138035 TOTAL:		1,476.00

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

				INVOICE	INV DATE	PO	CHECK	NET
				INVOICE DTL DESC				
138036	10/07/2021	PRTD	6092 B.R. FROST COMPANY	1280	09/01/2021	22200549	100721ap	4,950.00
			Invoice: 1280				SUNDANCE WASTEWATER TREATMENT PLANT	
				4,950.00 40013222 520543			WW R&M	
					CHECK	138036	TOTAL:	4,950.00
138037	10/07/2021	PRTD	1193 BAKER & TAYLOR	2036195272	09/24/2021	22200156	100721ap	88.40
			Invoice: 2036195272				OPEN PO - Library materials	
				88.40 10004151 521550			Library Materials	
			Invoice: 2036185686				09/24/2021 22200156 100721ap	40.50
				40.50 10004151 521550			OPEN PO - Library materials	
							Library Materials	
			Invoice: 2036185687				09/24/2021 22200156 100721ap	104.90
				104.90 10004151 521550			OPEN PO - Library materials	
							Library Materials	
			Invoice: 2036185688				09/24/2021 22200156 100721ap	58.56
				58.56 10004151 521550			OPEN PO - Library materials	
							Library Materials	
					CHECK	138037	TOTAL:	292.36
138038	10/07/2021	PRTD	6194 CABALLEROS LANDSCAPE INC	5.31.108	09/27/2021	22200611	100721ap	2,670.00
			Invoice: 5.31.108				SUNDANCE CROSSING - INSTALL STATION CONTROLLER	
				2,670.00 10003176 520035			Landscaping Service	
					CHECK	138038	TOTAL:	2,670.00
138039	10/07/2021	PRTD	3107 CALMAT CO	80880296	09/24/2021	22200336	100721ap	434.09
			Invoice: 80880296				FY 21/22 - ASPHALT/ PATCHING MATERIAL	
				434.09 38103202 520502			Street Overlay R & M	
			Invoice: 80880295				09/24/2021 22200336 100721ap	391.38
				391.38 38103202 520502			FY 21/22 - ASPHALT/ PATCHING MATERIAL	
							Street Overlay R & M	
			Invoice: 80879202				09/22/2021 22200336 100721ap	259.75
				259.75 38103202 520502			FY 21/22 - ASPHALT/ PATCHING MATERIAL	
							Street Overlay R & M	
					CHECK	138039	TOTAL:	1,085.22
138040	10/07/2021	PRTD	1274 CALVERT OIL COMPANY	150107	09/24/2021		100721ap	277.24
			Invoice: 150107				GENERATOR FUEL	
				277.24 40003213 520515			Generator R & M	

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

INVOICE	INV DATE	PO	CHECK	NET
INVOICE DTL DESC				
Invoice: 149754	CALVERT OIL COMPANY	149754	08/19/2021 100721ap	250.08
	250.08 40003300 520515	SULFUR DIESEL Generator R & M		
	CHECK	138040 TOTAL:		527.32
138041 10/07/2021 PRD Invoice: 4040397511	1279 CANON SOLUTIONS AMERICA, INC	4040397511	09/30/2021 22200149 100721ap	185.13
	185.13 10005180 520037	EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR GENE Professional Services General		
	CHECK	138041 TOTAL:		185.13
138042 10/07/2021 PRD Invoice: 4096727605	3021 CINTAS CORPORATION NO 3	4096727605	09/23/2021 22200359 100721ap	9.72
	9.72 40053205 521922	FY 21/22 CINTAS - ENVIRONMENTAL UNIFORMS Uniforms		
Invoice: 4096727647	CINTAS CORPORATION NO 3	4096727647	09/23/2021 22200213 100721ap	81.68
	81.68 38103202 521922	FY 21/22 - UNIFORM RENTAL Uniforms		
Invoice: 4096727662	CINTAS CORPORATION NO 3	4096727662	09/23/2021 22200171 100721ap	78.32
	78.32 10003171 521922	FY 21/22 - FLEET UNIFORMS Uniforms		
	CHECK	138042 TOTAL:		169.72
138043 10/07/2021 PRD Invoice: G00/065267	1303 CITY ELECTRIC SUPPLY	G00/065267	08/10/2021 22200180 100721ap	880.80
	880.80 10003172 522155	FY 21/22 - CITYWIDE LIGHTING SUPPLIES Operational Supplies		
	CHECK	138043 TOTAL:		880.80
138044 10/07/2021 PRD Invoice: 2547193	6696 DBT TRANSPORTATION SERVICES LLC	2547193	09/17/2021 22200605 100721ap	750.00
	750.00 40103200 520037	AWOS MAINTENANCE AGREEMENT Professional Services General		
Invoice: 2547178	DBT TRANSPORTATION SERVICES LLC	2547178	09/14/2021 22200605 100721ap	1,758.83
	1,758.83 40103200 520037	AWOS MAINTENANCE AGREEMENT Professional Services General		
	CHECK	138044 TOTAL:		2,508.83
138045 10/07/2021 PRD Invoice: 10521691659	5295 DELL MARKETING L.P.	10521691659	09/26/2021 22200571 100721ap	1,914.14
	957.07 40003210 521521	LAPTOP AND MONITORS FOR WR MANAGER IT Equipment <\$5000		
	957.07 40013220 521521	IT Equipment <\$5000		

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

				INVOICE	INV DATE	PO	CHECK	NET
				INVOICE DTL DESC				
					CHECK	138045	TOTAL:	1,914.14
138046	10/07/2021	PRTD	1360 DENNIS L. LOPEZ	7-14-21	07/14/2021		100721ap	5,000.00
Invoice: 7-14-21				5,000.00 50213170 543072	Appraisal for 2 parcels Southern/Apache Int. Apache & Southern TS			
					CHECK	138046	TOTAL:	5,000.00
138047	10/07/2021	PRTD	1367 DIBBLE & ASSOCIATES CONSULTING EN	1018028.03-8	09/01/2021	22100703	100721ap	605.00
Invoice: 1018028.03-8				605.00 40111113 543140	TO #2 REPLACE AIRPORT BEACON Airport Beacon			
Invoice: 1018028.03-09				DIBBLE & ASSOCIATES CONSULTING EN 1018028.03-09	09/30/2021	22100703	100721ap	3,744.50
				3,744.50 40111113 543140	TO #2 REPLACE AIRPORT BEACON Airport Beacon			
					CHECK	138047	TOTAL:	4,349.50
138048	10/07/2021	PRTD	3032 ECD SYSTEMS LLC	18578	08/10/2021	22200173	100721ap	28.68
Invoice: 18578				28.68 10003176 526121	FY 21/22 - SUNDANCE FIRE ALARM MONITORING On-line Subscriptions			
Invoice: 18579				ECD SYSTEMS LLC 18579	08/10/2021	22200173	100721ap	28.68
				28.68 10003176 526121	FY 21/22 - SUNDANCE FIRE ALARM MONITORING On-line Subscriptions			
Invoice: 18580				ECD SYSTEMS LLC 18580	08/10/2021	22200173	100721ap	28.68
				28.68 10003176 526121	FY 21/22 - SUNDANCE FIRE ALARM MONITORING On-line Subscriptions			
Invoice: 18554				ECD SYSTEMS LLC 18554	08/10/2021	22200178	100721ap	142.70
				142.70 10003172 526121	FY 21/22 - CITYWIDE FIRE MONITORING On-line Subscriptions			
Invoice: 18575				ECD SYSTEMS LLC 18575	08/10/2021	22200178	100721ap	28.68
				28.68 10003172 526121	FY 21/22 - CITYWIDE FIRE MONITORING On-line Subscriptions			
Invoice: 18577				ECD SYSTEMS LLC 18577	08/10/2021	22200178	100721ap	28.68
				28.68 10003172 526121	FY 21/22 - CITYWIDE FIRE MONITORING On-line Subscriptions			
Invoice: 18581				ECD SYSTEMS LLC 18581	08/10/2021	22200178	100721ap	48.53
				48.53 10003172 526121	FY 21/22 - CITYWIDE FIRE MONITORING On-line Subscriptions			
Invoice: 18582				ECD SYSTEMS LLC 18582	08/10/2021	22200178	100721ap	48.53
					FY 21/22 - CITYWIDE FIRE MONITORING			

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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				INVOICE	INV DATE	PO	CHECK	NET
				INVOICE DTL DESC				
				48.53 10003172 526121	On-line Subscriptions			
Invoice: 18583		ECD SYSTEMS LLC		18583	08/10/2021	22200178	100721ap	48.53
				48.53 10003172 526121	FY 21/22 - CITYWIDE FIRE MONITORING On-line Subscriptions			
Invoice: 18584		ECD SYSTEMS LLC		18584	08/10/2021	22200178	100721ap	48.53
				48.53 10003172 526121	FY 21/22 - CITYWIDE FIRE MONITORING On-line Subscriptions			
Invoice: 18585		ECD SYSTEMS LLC		18585	08/10/2021	22200178	100721ap	48.53
				48.53 10003172 526121	FY 21/22 - CITYWIDE FIRE MONITORING On-line Subscriptions			
Invoice: 18586		ECD SYSTEMS LLC		18586	08/10/2021	22200178	100721ap	50.74
				50.74 10003172 526121	FY 21/22 - CITYWIDE FIRE MONITORING On-line Subscriptions			
Invoice: 18587		ECD SYSTEMS LLC		18587	08/10/2021	22200178	100721ap	28.68
				28.68 10003172 526121	FY 21/22 - CITYWIDE FIRE MONITORING On-line Subscriptions			
				CHECK 138048 TOTAL:				608.17
138049 10/07/2021 PRTD	1414	EWING IRRIGATION PRODUCTS INC		15270940	09/23/2021	22200057	100721ap	253.48
Invoice: 15270940				253.48 10004155 520586	OPEN PO - Parks irrigation Irrigation Systems Parts/Mater			
Invoice: 15311331		EWING IRRIGATION PRODUCTS INC		15311331	09/29/2021	22200057	100721ap	652.59
				652.59 10004155 520586	OPEN PO - Parks irrigation Irrigation Systems Parts/Mater			
				CHECK 138049 TOTAL:				906.07
138050 10/07/2021 PRTD	6930	EYECLICK		INV-076460	09/14/2021	22200523	100721ap	18,040.00
Invoice: INV-076460				18,040.00 10004160 541040	An interactive game that is projected on the floor Recreation Equipment >\$5,000			
				CHECK 138050 TOTAL:				18,040.00
138051 10/07/2021 PRTD	5939	FORTILINE, INC		5409574	09/17/2021	22200401	100721ap	8,519.32
Invoice: 5409574				8,519.32 40003350 520574	FIRE HYDRANTS AND FIRE HYDRANT PARTS Fire Hydrant Maint/Replacement			
				CHECK 138051 TOTAL:				8,519.32

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INVOICE

INV DATE

PO

CHECK

NET

INVOICE	DTL	DESC
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08/31/2021 22200599 100721ap	1,170.00
PUMP REMOVAL AND INSTALLATION AT SUNDANCE WASTWA	
WW R&M	

08/31/2021 22200599 100721ap 1,235.00
PUMP REMOVAL AND INSTALLATION AT SUNDANCE WASTEWATER
TREATMENT PLANT
WW R&M

CHECK	138052	TOTAL:	2,405.00
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09/29/2021	22200132	100721ap	10,709.75
G.P.E.C.			
General Contractual Services			

CHECK	138053	TOTAL:	10,709.75
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08/06/2021 22200189 100721ap	120.00
PUMPING EQUIPMENT AND ACCESSORIES	
Fuel Yard Maintenance	

CHECK	138054	TOTAL:	120.00
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09/18/2021 22200525 100721ap	3,606.90
OPEN PO - Electrical repairs for Parks	
Professional Services General	

09/18/2021 22200525 100721ap	582.68
OPEN PO - Electrical repairs for Parks	
Professional Services General	

09/18/2021 22200525 100721ap	406.83
OPEN PO - Electrical repairs for Parks	
Professional Services General	

CHECK	138055	TOTAL:	4,596.41
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09/22/2021 22200423 100721ap 2,183.17
SUNDANCE WELLS #2 & #7 REPLACEMENT SOFT STARTS
Well Maintenance Repair

CHECK	138056	TOTAL:	2,183.17
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09/22/2021	100721ap	165.75
CIP-101380 Traffic Signal	Miller and Southern	
Miller & Southern TS		

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

INVOICE	INV DATE	PO	CHECK	NET
INVOICE DTL DESC				
Invoice: 378449	GUST ROSENFELD P.L.C.	378449	09/22/2021 100721ap	248.63
	248.63 50213170 543067		CIP-101390 Traffic Signal Miller and Broadway Miller & Broadway TS	
Invoice: 378450	GUST ROSENFELD P.L.C.	378450	09/22/2021 100721ap	1,194.09
	1,194.09 40003210 543028		CIP-101290 Broadway Road Water Campus Jackie A Meck Wtr Campus/BRWC	
Invoice: 378451	GUST ROSENFELD P.L.C.	378451	09/22/2021 100721ap	10,511.99
	10,511.99 50213170 543072		CIP-Apache/Southern Intersection Improvements Apache & Southern TS	
		CHECK	138057 TOTAL:	12,120.46
138058 10/07/2021 PRTD	1016 HAYDON BUILDING CORP	8719 Pay App 6	08/31/2021 22100967 100721ap	365,556.01
Invoice: 8719 Pay App 6			247TH ROADWAY IMPROVEMENT - N. LOWER BUCKEYE 247 Ave Paving, LBuck-Durango	
	365,556.01 50213170 543070			
		CHECK	138058 TOTAL:	365,556.01
138059 10/07/2021 PRTD	1491 USA BLUE BOOK	736649	09/23/2021 22200090 100721ap	43.40
Invoice: 736649			SAMPLING SUPPLIES AND EQUIPMENT FOR WATER SITES Reservoir/Booster Maint/Repair	
	43.40 40003214 520577			
		CHECK	138059 TOTAL:	43.40
138060 10/07/2021 PRTD	1513 HILL BROTHERS CHEMICAL COMPANY	07108746	09/22/2021 22200133 100721ap	521.28
Invoice: 07108746			CHEMICALS TO TREAT AND DISINFECT WATER Chemicals	
	521.28 40003213 521540			
Invoice: 07108161	HILL BROTHERS CHEMICAL COMPANY	07108161	09/17/2021 22200584 100721ap	1,303.20
	1,303.20 40013225 521540		CHEMICALS FOR THE NORTHEAST LIFT STATION Chemicals	
		CHECK	138060 TOTAL:	1,824.48
138061 10/07/2021 PRTD	6537 INNOVYZE INC.	Q-96926	09/20/2021 22200607 100721ap	6,010.33
Invoice: Q-96926			SOFTWARE RENEWAL FOR WATER RESOURCES Software Maintenance	
	6,010.33 10001189 520030			
		CHECK	138061 TOTAL:	6,010.33
138062 10/07/2021 PRTD	5495 ITRON, INC	600922	09/11/2021 22200590 100721ap	12,312.46
Invoice: 600922			MAINTAINENCE AGREEMENT Water Meter Telemetry	
	12,312.46 40003351 521515			

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

INVOICE	INV DATE	PO	CHECK	NET
INVOICE DTL DESC				
	CHECK	138062	TOTAL:	12,312.46
138063 10/07/2021 PRTD 1571 JAMES, COOKE & HOBSON, INC 367659	09/22/2021 22200366 100721ap			4,875.39
Invoice: 367659	PUMP REPAIR AND SERVICE			
	WW R&M			
	4,875.39 40013222 520543			
Invoice: 367673	09/22/2021 22200366 100721ap			1,318.95
	PUMP REPAIR AND SERVICE			
	WW R&M			
	1,318.95 40013222 520543			
	CHECK	138063	TOTAL:	6,194.34
138064 10/07/2021 PRTD 5952 KIEWIT/HAYDON, A JOINT VENTURE 2107290001-1	08/27/2021 22101368 100721ap			145,279.77
Invoice: 2107290001-1	GMP 29 Well Drilling, ABAND & PRV & 24" Ventana			
	Jackie A Meck Wtr Campus/BRWC			
	145,279.77 40003210 543028			
	CHECK	138064	TOTAL:	145,279.77
138065 10/07/2021 PRTD 5666 KIMLEY-HORN AND ASSOCIATES, INC. 19653900	08/31/2021 22101077 100721ap			7,189.50
Invoice: 19653900	TO #13 YUMA & VERRADO ITS			
	ITS Yuma-237th-Verrado way			
	7,189.50 50213170 543120			
	CHECK	138065	TOTAL:	7,189.50
138066 10/07/2021 PRTD 1605 LAYER 8, LLC 1636	10/04/2021 22200111 100721ap			1,950.00
Invoice: 1636	TASK ORDER #53 - APPLICATION SUPPORT			
	General Contractual Services			
	1,950.00 10001189 520018			
Invoice: 1637	10/04/2021 22200516 100721ap			6,650.00
	TO#54 - FIELD OPERATION SUPPORT			
	General Contractual Services			
	6,650.00 10001189 520018			
	CHECK	138066	TOTAL:	8,600.00
138067 10/07/2021 PRTD 5342 M & M PORTABLE TOILETS LLC I7809	09/21/2021 22200146 100721ap			163.95
Invoice: I7809	Pot-a-John Rental at Cemetery			
	Equipment Rental			
	163.95 50012140 521505			
Invoice: I7942	09/22/2021 22200100 100721ap			218.60
	HOLDING TANK & SERVICE FOR LOWER BUCKEYE TRAILER			
	Professional Services General			
	218.60 40003218 520037			
	CHECK	138067	TOTAL:	382.55

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

INVOICE	INV DATE	PO	CHECK	NET
INVOICE DTL DESC				
138068 10/07/2021 PRD 6918 MIDWEST TAPE, LLC Invoice: 501016984	501016984	09/21/2021 22200396	100721ap Open PO for Library Materials & Related Services Library Materials	1,026.75
1,026.75 10004151 521550				
	CHECK	138068 TOTAL:		1,026.75
138069 10/07/2021 PRD 6451 NESTLE WATERS NORTH AMERICA Invoice: 01H6701000489	01H6701000489	09/02/2021 22200142	100721ap Water Delivery for First Floor HR Breakroom Office Supplies	38.18
38.18 10001115 521501				
Invoice: 01H6700459147	01H6700459147	09/02/2021 22200114	100721ap COOLERS, DRINKING WATER (WATER FOUNTAINS) Office Supplies	221.51
221.51 10004150 521501				
Invoice: 01I6700459136	01I6700459136	10/02/2021 22200050	100721ap Open PO FY 21-22 Nestle Office Supplies	18.24
18.24 10001102 521501				
Invoice: 01I6700439645	01I6700439645	10/02/2021 22200216	100721ap COOLERS, DRINKING WATER (WATER FOUNTAINS) Office Supplies	245.84
245.84 10005180 521501				
	CHECK	138069 TOTAL:		523.77
138070 10/07/2021 PRD 3080 PRAXAIR DISTRIBUTION INC Invoice: 66028850	66028850	09/18/2021 22200131	100721ap CO2 FOR NEW AIRPORT WELL AND SONORAN RIDGE Chemicals	316.70
316.70 40003218 521540				
Invoice: 66029417	66029417	09/18/2021 22200131	100721ap CO2 FOR NEW AIRPORT WELL AND SONORAN RIDGE Chemicals	171.72
171.72 40003217 521540				
	CHECK	138070 TOTAL:		488.42
138071 10/07/2021 PRD 5574 PRECISION INTEGRATED SYSTEMS, LLC 2553 Invoice: 2553	2553	09/20/2021 22200311	100721ap PROMINENT MAINTENACE KITS, ANALYZERS AND PUMPS Treatment Plant O&M Treatment Plant O&M Treatment Plant O&M	4,680.40
2,180.40 40003213 520585				
2,100.00 40003216 520585				
400.00 40003217 520585				
	CHECK	138071 TOTAL:		4,680.40
138072 10/07/2021 PRD 1865 SALT RIVER EXTRACTION LLC Invoice: 32515	32515	09/04/2021 22200385	100721ap SLUDGE TRANSPORT TO LANDFILL Treatment Plant O&M	4,076.60
4,076.60 40003216 520585				

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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				INVOICE	INV DATE	PO	CHECK	NET
				INVOICE DTL	DESC			
				CHECK	138072	TOTAL:	4,076.60	
138073	10/07/2021	PRTD	1869 SAN TAN FORD	F220175	09/27/2021	22100861	100721ap	35,603.17
Invoice: F220175				35,603.17	40003210	541210	TRUCKS (INCLUDING, DIESEL, GASOLINE, ELECTRIC, HYB	
				Automobiles				
Invoice: F211424				F211424	09/27/2021	22100919	100721ap	38,933.74
				38,933.74	10002121	541210	AUTOMOBILES, SCHOOL BUSES, SUVS, AND VANS (INCLUDI	
				Automobiles				
				CHECK	138073	TOTAL:	74,536.91	
138074	10/07/2021	PRTD	5401 LOCKBOX SCOTTS AZ ELECTRIC MOTOR	123343	08/31/2021	22200241	100721ap	1,850.00
Invoice: 123343				1,850.00	40013224	520543	PUMP REPAIRS AND SALES FESTIVAL PUMPMAN	
				WW R&M				
Invoice: 123630				537.17	40013224	520543	PUMP REPAIRS AND SALES FESTIVAL PUMPMAN	
				WW R&M				
				CHECK	138074	TOTAL:	2,387.17	
138075	10/07/2021	PRTD	6284 SOUTHWEST ENVIRONMENTAL, INC.	927768	08/12/2021	22101299	100721ap	13,144.28
Invoice: 927768				13,144.28	40011113	543134	APACHE/BROADWAY MANHOLES	
				Manhole Rehab & Assessment				
				CHECK	138075	TOTAL:	13,144.28	
138076	10/07/2021	PRTD	5971 STANLEY CONSULTANTS, INC.	0233939	10/01/2021	22101118	100721ap	1,057.55
Invoice: 0233939				1,057.55	40011113	543135	TO #10 2nd St & CENTRE SEWER LINE	
				Sewer Line 2nd St-Centre Rehab				
				CHECK	138076	TOTAL:	1,057.55	
				NUMBER OF CHECKS	52	*** CASH ACCOUNT TOTAL ***	764,819.58	
				TOTAL PRINTED CHECKS	52	764,819.58		
				*** GRAND TOTAL ***		764,819.58		

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

|P 12
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022	4	218									
APP	4000-201000		10/07/2021	100721ap	ap1007			Accounts Payable		224,527.92	
								AP CASH DISBURSEMENTS JOURNAL			
APP	9999-104000		10/07/2021	100721ap	ap1007			Cash in Bank - Checking			764,819.58
								AP CASH DISBURSEMENTS JOURNAL			
APP	4001-201000		10/07/2021	100721ap	ap1007			Accounts Payable		38,289.89	
								AP CASH DISBURSEMENTS JOURNAL			
APP	1000-201000		10/07/2021	100721ap	ap1007			Accounts Payable		101,269.18	
								AP CASH DISBURSEMENTS JOURNAL			
APP	3575-201000		10/07/2021	100721ap	ap1007			Accounts Payable		3,861.81	
								AP CASH DISBURSEMENTS JOURNAL			
APP	3810-201000		10/07/2021	100721ap	ap1007			Accounts Payable		1,166.90	
								AP CASH DISBURSEMENTS JOURNAL			
APP	4005-201000		10/07/2021	100721ap	ap1007			Accounts Payable		9.72	
								AP CASH DISBURSEMENTS JOURNAL			
APP	4010-201000		10/07/2021	100721ap	ap1007			Accounts Payable		2,508.83	
								AP CASH DISBURSEMENTS JOURNAL			
APP	5021-201000		10/07/2021	100721ap	ap1007			Accounts Payable		388,671.88	
								AP CASH DISBURSEMENTS JOURNAL			
APP	4011-201000		10/07/2021	100721ap	ap1007			Accounts Payable		4,349.50	
								AP CASH DISBURSEMENTS JOURNAL			
APP	5001-201000		10/07/2021	100721ap	ap1007			Accounts Payable		163.95	
								AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL										764,819.58	764,819.58
APP	9999-201010		10/07/2021	100721ap	ap1007			DT DF		764,819.58	
APP	4000-101010		10/07/2021	100721ap	ap1007			Pooled Cash Equity			224,527.92
APP	4001-101010		10/07/2021	100721ap	ap1007			Pooled Cash Equity			38,289.89
APP	1000-101010		10/07/2021	100721ap	ap1007			Pooled Cash Equity			101,269.18
APP	3575-101010		10/07/2021	100721ap	ap1007			Pooled Cash Equity			3,861.81
APP	3810-101010		10/07/2021	100721ap	ap1007			Pooled Cash Equity			1,166.90
APP	4005-101010		10/07/2021	100721ap	ap1007			Pooled Cash Equity			9.72
APP	4010-101010		10/07/2021	100721ap	ap1007			Pooled Cash Equity			2,508.83
APP	5021-101010		10/07/2021	100721ap	ap1007			Pooled Cash Equity			388,671.88
APP	4011-101010		10/07/2021	100721ap	ap1007			Pooled Cash Equity			4,349.50
APP	5001-101010		10/07/2021	100721ap	ap1007			Pooled Cash Equity			163.95

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 dneuman |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

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 |apcshdsb

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT		REF 1	REF 2	REF 3	LINE DESC				
10/07/2021	100721ap	ap1007							
					SYSTEM GENERATED ENTRIES TOTAL		764,819.58	764,819.58	
					JOURNAL 2022/04/218 TOTAL		1,529,639.16	1,529,639.16	

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dnewman

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

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund	2022	4	218	10/07/2021	Pooled Cash Equity		101,269.18
1000-101010					Accounts Payable	101,269.18	
1000-201000							
					FUND TOTAL	101,269.18	101,269.18
3575 Area Agency on Aging	2022	4	218	10/07/2021	Pooled Cash Equity		3,861.81
3575-101010					Accounts Payable	3,861.81	
3575-201000							
					FUND TOTAL	3,861.81	3,861.81
3810 Highway User Revenue Fund	2022	4	218	10/07/2021	Pooled Cash Equity		1,166.90
3810-101010					Accounts Payable	1,166.90	
3810-201000							
					FUND TOTAL	1,166.90	1,166.90
4000 Water Utility Fund	2022	4	218	10/07/2021	Pooled Cash Equity		224,527.92
4000-101010					Accounts Payable	224,527.92	
4000-201000							
					FUND TOTAL	224,527.92	224,527.92
4001 Wastewater Fund	2022	4	218	10/07/2021	Pooled Cash Equity		38,289.89
4001-101010					Accounts Payable	38,289.89	
4001-201000							
					FUND TOTAL	38,289.89	38,289.89
4005 Environmental Services	2022	4	218	10/07/2021	Pooled Cash Equity		9.72
4005-101010					Accounts Payable	9.72	
4005-201000							
					FUND TOTAL	9.72	9.72
4010 Airport Fund	2022	4	218	10/07/2021	Pooled Cash Equity		2,508.83
4010-101010					Accounts Payable	2,508.83	
4010-201000							
					FUND TOTAL	2,508.83	2,508.83
4011 Airport Improvement Fund	2022	4	218	10/07/2021	Pooled Cash Equity		4,349.50
4011-101010					Accounts Payable	4,349.50	
4011-201000							
					FUND TOTAL	4,349.50	4,349.50
5001 Cemetery Improvement Fund	2022	4	218	10/07/2021			

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dnewman

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

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
5001-101010					Pooled Cash Equity		163.95
5001-201000					Accounts Payable	163.95	
						-----	-----
					FUND TOTAL	163.95	163.95
5021 CIP General	2022	4	218	10/07/2021	Pooled Cash Equity		388,671.88
5021-101010					Accounts Payable	388,671.88	
5021-201000						-----	-----
					FUND TOTAL	388,671.88	388,671.88
9999 Pooled Cash	2022	4	218	10/07/2021	Cash in Bank - Checking		764,819.58
9999-104000					DT DF	764,819.58	
9999-201010						-----	-----
					FUND TOTAL	764,819.58	764,819.58

FUND	DUE TO	DUE FR
1000 General Fund		101,269.18
3575 Area Agency on Aging		3,861.81
3810 Highway User Revenue Fund		1,166.90
4000 Water Utility Fund		224,527.92
4001 Wastewater Fund		38,289.89
4005 Environmental Services		9.72
4010 Airport Fund		2,508.83
4011 Airport Improvement Fund		4,349.50
5001 Cemetery Improvement Fund		163.95
5021 CIP General		388,671.88
9999 Pooled Cash	764,819.58	
	-----	-----
TOTAL	764,819.58	764,819.58

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

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

MEETING DATE: 10/19/21	AGENDA ITEM: 6.A. Utility Billing Assistance Program - Salvation Army Agreement Extension
DATE PREPARED: 10/18/21	DISTRICT NO.: All
STAFF LIAISON: Alisha Solano, Water Resources Director, asolano@buckeyeaz.gov, (623)349-6101; Miranda Gomez, Community Services Director, mgomez@buckeyeaz.gov, (623)349-6353	
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 First Amendment to the Utility Assistance Program Agreement between the City of Buckeye and the Salvation Army, extending through June 30, 2022, the utilization of up to \$500,000 in General Fund AZ CARES contingency funds for the utility assistance program; and authorizing the City Manager or designee to approve and extend the Agreement for up to two additional one-year terms.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

On December 15, 2020 council approved an agreement between the City of Buckeye and the Salvation Army for distribution of up to \$500,000 in AZ CARES funds to be used, for those who met minimum qualifications, for a one-time payment assistance with their City of Buckeye utility bill. Through August 31, 2021, the city has spent \$187,636.47 of those funds. The departments are requesting to extend the program through the end of the fiscal year and update the contract to allow \$200,000 in funds to be spend in FY 21-22. With the resurgence of the COVID-19 variant, the departments seek council approval to extend this benefit through the end of the fiscal year.

BENEFITS:

Residents who are struggling to pay their utility bills, and who meet the minimum requirements for assistance, will be offered up to \$500 for a one-time payment towards their utility bill costs. The city will receive funds that may have otherwise been written off or sent to a collections agency.

FUTURE ACTION:

No future actions anticipated at this time.

FINANCIAL IMPACT STATEMENT:

\$200,000 budgeted in FY 21-22 for this program.

CURRENT FISCAL YEAR TOTAL COST:

\$200,000

BUDGETED:

Yes

FISCAL YEAR:

FY 21-22

FUND/DEPARTMENT:

10001108/Non Departmental 520038 Contributions to Civic Org

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

ATTACHMENTS:

[First Amendment to Salvation Army Agreement - with exhibit.pdf](#)

FIRST AMENDMENT TO UTILITY ASSISTANCE PROGRAM AGREEMENT

This First Amendment to the Utility Assistance Program Agreement (“**First Amendment**”) is entered into this ____ day of _____, 2021 (the “**Effective Date**”), by and between the **CITY OF BUCKEYE**, an Arizona municipal corporation (the “**City**”), and **THE SALVATION ARMY**, a California nonprofit corporation (“**Contractor**”).

RECITALS

A. The City obtained Coronavirus Aid, Relief, and Economic Security (CARES) funds to assist City operations during the COVID-19 public health emergency, which provided the City with the flexibility to expend its general fund amounts to assist City residents during the COVID-19 public health emergency to protect public health and safety and provide needed financial relief to residents.

B. The Buckeye City Council found that it was in the best interests of public health and safety to use Program Funds—\$500,000.00 of City’s Coronavirus Aid, Relief, and Economic Security (CARES) funds—to assist its residents in paying delinquent utilities to ensure residents have access to safe drinking water and sanitation services.

C. The City entered into the Utility Assistance Program Agreement (the “Agreement”) with Contractor to administer the Program Funds in accordance with the Program Benchmarks outlined in Exhibit A to the Agreement and the Scope of Work outlined in Section 2 of the Agreement.

D. The Agreement was set to expire on September 30, 2021, unless sooner terminated in accordance with the Agreement or upon depletion of the Program Funds.

E. Through August 31, 2021, Contractor administered \$187,636.47 of the Program Funds. Based on that use rate, neither the City nor the Contractor expected the funds to be depleted by September 30, 2021.

F. The City budgeted \$200,000.00 of the available Program Funds to extend the Agreement and redistributed the remainder back to the City’s CARES fund.

G. The City and Contractor desire to enter into this First Amendment to (1) modify the duration of the Agreement, (2) authorize the City Manager or designee to extend the Agreement as needed, subject to availability of Program Funds, and (3) modify the Program Benchmarks.

AGREEMENT

NOW, THEREFORE, in consideration of the premises above and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally

bound, covenant and agree, for themselves, and their successors-in-ownership and assigns, as follows:

1. **Recitals.** The Recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

2. **Definitions.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Agreement.

3. **Amendment to Section 1 of the Agreement.** Paragraph 1 of the Agreement is hereby revised, with deletions shown in strike-through and additions shown in uppercase, as follows:

1. DURATION OF AGREEMENT: ~~This~~ THE INITIAL TERM OF THIS Agreement shall commence on the date it is fully executed by the Parties and expire on ~~September 30, 2021~~ JUNE 30, 2022, unless sooner terminated by mutual agreement of the Parties, for cause under Section 7, for conflict under Section 8, or the Program Funds are depleted, in which case the City shall provide notice to Contractor of such depletion and termination of the Agreement, unless the City appropriates additional funds for the program, in its sole and absolute discretion. IN THE EVENT THE PROGRAM FUNDS ARE NOT DEPLETED UPON EXPIRATION OF THE INITIAL TERM, AND THE AGREEMENT HAS NOT OTHERWISE BEEN TERMINATED, THE AGREEMENT MAY BE EXTENDED FOR TWO ADDITIONAL ONE-YEAR TERMS, AND THE CITY MANAGER OR DESIGNEE MAY APPROVE AND EXECUTE SUCH AN EXTENSION TO THE AGREEMENT SUBJECT TO AVAILABILITY OF PROGRAM FUNDS AT THE EXPIRATION OF EACH PRIOR TERM.

4. **Amendment to Exhibit A.** Exhibit A to the Agreement is hereby replaced with the document attached hereto as Exhibit A and incorporated herein by reference.

5. **Effect of Amendment.** Except as otherwise expressly provided in this First Amendment, the Agreement is affirmed and ratified, and all terms and conditions of the Agreement, as amended by this First Amendment, shall remain in full force and effect.

6. **Conflicts of Interest.** The parties acknowledge that this First Amendment is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first above written.

“City”

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

“Contractor”

THE SALVATION ARMY,
a California nonprofit corporation

By:_____

Name:_____

Title:_____

EXHIBIT A

PROGRAM BENCHMARKS

Program Funds are intended to assist eligible City residents in need of financial assistance with delinquent City utilities. To qualify, City residents must (1) demonstrate a financial hardship caused by the COVID-19 pandemic, (2) provide proof of residency and (3) be in need of assistance with one or more delinquent City utility accounts.

1. Financial Hardship. The resident's income must meet the limits on the SFY 2022 DES/DAAS Community Action Programs and Services Income Limits, Energy Points and Poverty Interval Reporting Factors Effective July 1, 2021 through June 30, 2022, attached hereto as Attachment 1 to Exhibit A and incorporated herein by reference.
2. Documentation. The resident must provide:
 - A. Identification. Driver license or other form of official identification.
 - B. Proof of City of Buckeye Residency. This may include:
 - i. Address on Driver License or other approved identification.
 - ii. Title or deed for home.
 - iii. Property tax statement for home.
 - iv. Lease agreement for home.
 - v. Verification of rent or utility payments to City of Buckeye with street address and name of customer documenting residency.
3. Utility Accounts. Assistance is only available for City of Buckeye delinquent water, wastewater, and solid waste utilities. Residents must provide their most recent utility bill.

Additional requirements may apply at the discretion of the City. The City shall provide Contractor notice of any amendment to these Program Benchmarks, with such amendment going into effect thirty (30) days after such notice.

**ATTACHMENT 1
TO
EXHIBIT A
TO
UTILITY ASSISTANCE PROGRAM AGREEMENT**

SFY 2022 DES/DAAS Community Action Programs and Services Income Limits, Energy Points
and Poverty Interval Reporting Factors Effective July 1, 2021 through June 30, 2022

(See attached pages.)

SFY 2022 DES/DAAS Community Action Programs and Services
Income Limits, Energy Points and Poverty Interval Reporting Factors
Effective July 1 2021 through June 30 2022 - Revised July 2021

30-DAY INCOME LIMITS FOR COMMUNITY ACTION PROGRAMS						LIHEAP ENERGY POINTS FOR INCOME					REFERENCE - POVERTY INTERVAL SCALES FOR REPORTING HOUSEHOLD POVERTY LEVELS - VARIOUS PROGRAMS							
HH#	LIHEAP	STCS or CSBG	STCS or CSBG With Vulnerable	NHN	CSBG	A	B	C	D	A	B	C	D	E	F	G		
# of household members	LIHEAP - All households (greater of 60% SMI or 150% FPL)	STCS/TANF & Regular CSBG - 125% of FPL without vulnerable	STCS/TANF - 150% FPL For vulnerable: seniors or disabled	NHN - 125% of FPL: All households	200% of poverty USE FOR COVID 19 CSBG - FYI	(5) Energy points if at or under (25% of income limit)	(4) Energy points if greater than (A) and less than or = (B) (50% of income limit)	(3) Energy points if greater than (B) and less than or = (C) (75% of income limit)	(2) Energy points if greater than (C) and less than or = (D) (100% of the income limit)	0-25% of POVERTY	26-50% of Poverty - Greater than (A) & less than or = (B)	51-75% of Poverty - Greater than (B) & less than or = (C)	76-100% of Poverty - Greater than (C), & less than or = to (D)	101-125% of Poverty - Greater than (D), & less than or = to (E)	126-150% of Poverty - Greater than (E) & less than Or = To (F)	200 % of FPL Greater than F or Equal to G		
1	\$2,201	\$1,341	\$1,610	\$1,341	\$2,146	\$550	\$1,101	\$1,651	\$2,201	\$268	\$537	\$805	\$1,073	\$1,341	\$1,610	\$2,146		
2	\$2,878	\$1,814	\$2,177	\$1,814	\$2,902	\$720	\$1,439	\$2,159	\$2,878	\$363	\$726	\$1,088	\$1,451	\$1,814	\$2,177	\$2,902		
3	\$3,556	\$2,287	\$2,745	\$2,287	\$3,660	\$889	\$1,778	\$2,667	\$3,556	\$458	\$915	\$1,373	\$1,830	\$2,288	\$2,745	\$3,660		
4	\$4,233	\$2,760	\$3,312	\$2,760	\$4,416	\$1,058	\$2,117	\$3,175	\$4,233	\$552	\$1,104	\$1,656	\$2,208	\$2,760	\$3,312	\$4,416		
5	\$4,910	\$3,233	\$3,880	\$3,233	\$5,172	\$1,228	\$2,455	\$3,683	\$4,910	\$647	\$1,293	\$1,940	\$2,586	\$3,233	\$3,879	\$5,172		
6	\$5,588	\$3,706	\$4,447	\$3,706	\$5,930	\$1,397	\$2,794	\$4,191	\$5,588	\$741	\$1,483	\$2,224	\$2,965	\$3,706	\$4,448	\$5,930		
7	\$5,715	\$4,179	\$5,015	\$4,179	\$6,686	\$1,429	\$2,858	\$4,286	\$5,715	\$836	\$1,672	\$2,507	\$3,343	\$4,179	\$5,015	\$6,686		
8	\$5,842	\$4,652	\$5,582	\$4,652	\$7,442	\$1,461	\$2,921	\$4,382	\$5,842	\$930	\$1,861	\$2,791	\$3,721	\$4,651	\$5,582	\$7,442		
9	\$6,150	\$5,125	\$6,150	\$5,125	\$8,200	\$1,538	\$3,075	\$4,613	\$6,150	\$1,025	\$2,050	\$3,075	\$4,100	\$5,125	\$6,150	\$8,200		
10	\$6,717	\$5,597	\$6,717	\$5,597	\$8,956	\$1,679	\$3,359	\$5,038	\$6,717	\$1,120	\$2,239	\$3,359	\$4,478	\$5,598	\$6,717	\$8,956		
11	\$7,285	\$6,070	\$7,285	\$6,070	\$9,712	\$1,821	\$3,643	\$5,464	\$7,285	\$1,214	\$2,428	\$3,642	\$4,856	\$6,070	\$7,284	\$9,712		
12	\$7,852	\$6,543	\$7,852	\$6,543	\$10,470	\$1,963	\$3,926	\$5,889	\$7,852	\$1,309	\$2,618	\$3,926	\$5,235	\$6,544	\$7,853	\$10,470		
13	\$8,420	\$7,016	\$8,420	\$7,016	\$11,226	\$2,105	\$4,210	\$6,315	\$8,420	\$1,403	\$2,807	\$4,210	\$5,613	\$7,016	\$8,420	\$11,226		
14	\$8,987	\$7,489	\$8,987	\$7,489	\$11,982	\$2,247	\$4,494	\$6,740	\$8,987	\$1,498	\$2,996	\$4,493	\$5,991	\$7,489	\$8,987	\$11,982		
15	\$9,555	\$7,962	\$9,555	\$7,962	\$12,740	\$2,389	\$4,778	\$7,166	\$9,555	\$1,593	\$3,185	\$4,778	\$6,370	\$7,963	\$9,555	\$12,740		
16	\$10,122	\$8,435	\$10,122	\$8,435	\$13,496	\$2,531	\$5,061	\$7,592	\$10,122	\$1,687	\$3,374	\$5,061	\$6,748	\$8,435	\$10,122	\$13,496		
17	\$10,690	\$8,908	\$10,690	\$8,908	\$14,252	\$2,673	\$5,345	\$8,018	\$10,690	\$1,782	\$3,563	\$5,345	\$7,126	\$8,908	\$10,689	\$14,252		
FOR EACH ADDL		EACH ADDL	EACH ADDL	EACH ADDL	EACH ADDL	EACH ADDL	EACH ADDL	EACH ADDL	EACH ADDL	EACH ADDL	EACH ADDL	EACH ADDL	EACH ADDL	EACH ADDL	EACH ADDL	EACH ADDL		
OVER 17	\$567	\$472	\$567	\$472	\$756	\$142	\$284	\$425	\$567	\$95	\$189	\$284	\$378	\$473	\$567	\$756		

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

MEETING DATE: 10/19/21	AGENDA ITEM: 6.B. FAA grant Taxiway Reconstruction (Phase II)
DATE PREPARED: 10/18/21	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 Resolution No. 76-21 authorizing the acceptance of a grant award from the Federal Aviation Administration for Buckeye Municipal Airport improvements consisting of the realignment and reconstruction of Taxiway J; and authorizing the Mayor and City Manager to execute and deliver related agreements, contracts and documents thereto on behalf of the City.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

ADDITIONAL RELEVANT GOALS:

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

SUMMARY

PROJECT DESCRIPTION:

The Airport Improvement Program (AIP) fund the aviation capital improvements for the Buckeye Municipal Airport for Federal Aviation Administration (FAA) eligible projects.

Phase I of this grant was accomplished at the end of 2019 to early 2020, which included the reconstruction of the south apron, lighting and an airport back up generator, among other improvements. This will be the completion of the entire project. The project was designed and had environmental clearances completed in 2018.

This current grant will complete Phase II which consists of rehabilitating Taxiway J which connects the south apron to the approach end of Runway 35. In addition, Taxiway J will be realigned due to its proximity to existing t-hangars. The current location of the taxiway is outside FAA standards.

The grant award is anticipated in Federal Fiscal Year 2022 with an anticipated award of \$1,317,812 including including \$1,200,000 in FAA funding (91.06%), \$58,906 in ADOT funding (4.47%) and \$58,906 in City of Buckeye matching funds (4.47%).

BENEFITS:

Taxiway J will be completely reconstructed and will increase the useful life up to two decades and the realignment of Taxiway J will bring it to current FAA standards.

FINANCIAL IMPACT STATEMENT:

A grant award significantly mitigates the financial impact on the Airport Enterprise. This project is budgeted in this fiscal year in anticipation of the FAA providing funding.

CURRENT FISCAL YEAR TOTAL COST:

The total grant is \$1,317,812 including ADOT's share of \$58,906 and the City's \$58,906 share.

BUDGETED:

Yes

FISCAL YEAR:

2022

FUND/DEPARTMENT:

40113201-475007

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

ATTACHMENTS:

[Sept 2021_FAA Email Grant Phase II.pdf](#)

[ADOT_ACIP 2023-2027.pdf](#)

[RES 76-21 Accepting an FAA Grant Award for Taxiway Reconstruction.pdf](#)

Jeff Webbe

From: Erhard, Kyler (FAA) <Kyler.Erhard@faa.gov>
Sent: Friday, September 17, 2021 9:07 AM
To: Jeff Webbe
Cc: Taylor-Sands, Ann-Denise (FAA); Morrison, Tim (FAA)
Subject: FY22 Project Initiation Letter

[NOTICE: This message originated outside of the City of Buckeye -- **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]

Hi Jeff,

Based upon the most recent information the FAA has finalized a project list for your airport(s) that will be considered for funding in the Fiscal Year (FY) 2022 Airport Improvement Program (AIP). Those projects are:

BXK

1. South Apron and Taxiway J Reconstruction (Phase II) – Projected \$1,200,000 Federal Share

We trust that you still intend to proceed with this work in the upcoming FY 2022 AIP cycle. Please provide our office a written response with your concurrence. Alternatively, if the above project(s) or estimate(s) are not accurate, or if you no longer desire to accomplish this work in the given FY please respond applicably.

This is not a guarantee of funding, nor is the value of the project considered a final determination by the FAA. The Congressional notification of funding, if issued, will serve as your official announcement that funding is available for your location. We ask that you portray all work activities performed prior to Congressional release of funds as a sponsor initiative as opposed to a confirmation of Federal funding.

As a reminder, the FAA environmental review for the referenced project(s) is to be complete by December 31, 2021. Therefore, submission of your National Environmental Policy Act (NEPA) documentation is due NLT October 1, 2021. Please coordinate with your respective FAA Environmental Protection Specialist (EPS).

Additionally, the Grant Application (Form SF-424 and Form 5100-100/101, available for download at <https://www.faa.gov/airports/resources/forms/>), should also be submitted to our office no later than December 31, 2021.

Sponsor procurement of professional consulting services must comply with the most current version of FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects. Currently, your procurement process should be initiated or completed. Please consult with your assigned FAA planner or engineer regarding status and required documentation.

For construction and equipment contracts, the deadline for opening bids is tentatively May 1, 2022. This means the sponsor must undertake developing plans & specifications in accordance with all applicable AIP standards before grant issuance. Eligible project formulation costs are reimbursable under future grants. Please work closely with your assigned FAA planner or engineer throughout this process to ensure eligibility and concurrence.

We look forward to your response. Please continue to coordinate closely throughout each step of the process.

Sincerely,

Kyler

Kyler Erhard
Lead Program Manager
Phoenix Airports District Office
3800 N Central Ave, Suite 1025
Phoenix, AZ 85012
602.792.1073

Federal Aviation Administration and Arizona Department of Transportation
Five-Year Capital Improvement Program
Project Request Data Sheet

Airport Name: **Buckeye Municipal Airport**

Sponsor Signature: _____
 (Required)

Date: 8/5/2021 4:31:34PM

<u>Fiscal Year</u>	<u>Project Map Identifier</u>	<u>Project Category</u>	<u>Project Total Amount</u>	<u>Project Component</u>	
2023	2023-1	Federal, State, and Local	\$1,352,000	Taxiways: Rehabilitate Taxiway - Reconstruct	
			Description:	Reconstruct TWY J and connection to South Apron - approx. 11,000 SY.	Project shown on approved ALP? Y Phase Project? Y FSL Pavement Maintenance Prj.? N
			Justification:	Existing pavement PCI for TWY pavement is 54 indicating major reconstruction is needed. In addition, TWY J is out of standards for ADG-II as multiple hangars violate the TOFA, so realignment is required.	Environmental Review Status? CatEx
2023	2023-3	Federal, State, and Local	\$1,000,000	Buildings: <Construct/Expand/Imp/Modify/Rehabilitate> <Snow Removal Equipment/Chemical Storage Building/etc.> - Standards	
			Description:	Construct an equipment/maintenance building on airport property.	Project shown on approved ALP? Y Phase Project? Y FSL Pavement Maintenance Prj.? N
			Justification:	The airport does not have a building to store their equipment in. Therefore, several pieces of equipment remain outside exposed to weather & extreme temperatures.	Environmental Review Status? CatEx
2023	2023-2	State and Local	\$500,000	Master Plans	
			Description:	Update Airport Master Plan with AGIS	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
			Justification:	Existing airport master plan was prepared in 2008 does not adequately reflect the vision of airport. ALP shows development that is not anticipated to be achieved based on existing activity.	Environmental Review Status? N/A
2023	2023-4	State and Local	\$400,000	Security Fencing - Chain Link, Install (New)	
			Description:	Airport security fencing replacement (approx. 2,200 LF) with up to 3 vehicle access gates and 3 man-gates with security card readers.	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
			Justification:	Existing security access gates have all failed. Replacement/relocation required to maintain active monitoring of traffic into/out of airport. Security fencing replacement required for relocation of gates.	Environmental Review Status? CatEx

Federal Aviation Administration and Arizona Department of Transportation
Five-Year Capital Improvement Program
Project Request Data Sheet

Airport Name: **Buckeye Municipal Airport**

Sponsor Signature: _____
 (Required)

Date: 8/5/2021 4:31:34PM

<u>Fiscal Year</u>	<u>Project Map Identifier</u>	<u>Project Category</u>	<u>Project Total Amount</u>	<u>Project Component</u>	
2023	2023-5	State and Local	\$2,000,000	Land For Protection (Safety Areas), Acquire	
			Description:	Acquire approx 74 acres of land in fee simple to protect the sponsors ability to extend the runway in the future.	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
			Justification:	Land use control & having ability to protect existing & future approaches to RWY 17 end is important to the sponsor for the future of the airport.	Environmental Review Status? EA
2024	2024-2	Federal, State, and Local	\$1,600,000	Apron:Rehabilitate Apron - Reconstruction	
			Description:	Reconstruction of approximately 14,000SY of the North Apron	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
			Justification:	Existing apron pavement is experiencing significant distress (cracks up to 4 in. wide) and is in need of reconstruction from the subgrade up through the pavement surface. PCI = 54.	Environmental Review Status? CatEx
2024	2024-4	State and Local	\$1,000,000	Runway MIRL/HIRL, Install	
			Description:	Rehabilitation of RWY lighting and signage.	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
			Justification:	Existing runway lighting and signage system is approaching the end of its useful life and requires replacement. Underground infrastructure is suspected of failing due to direct-buried cable and deteriorating conduit.	Environmental Review Status? CatEx
2024	2024-3	Federal, State, and Local	\$350,000	Equipment:Install Weather Reporting Equipment {Describe, e.g., AWOS } - Standards	
			Description:	Replace/upgrade AWOS.	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
			Justification:	AWOS requires replacement/upgrading for accurate weather reporting due to BXK being well outside of any other airport weather reporting system.	Environmental Review Status? CatEx

Federal Aviation Administration and Arizona Department of Transportation
Five-Year Capital Improvement Program
Project Request Data Sheet

Airport Name: **Buckeye Municipal Airport**

Sponsor Signature: _____
 (Required)

Date: 8/5/2021 4:31:34PM

<u>Fiscal Year</u>	<u>Project Map Identifier</u>	<u>Project Category</u>	<u>Project Total Amount</u>	<u>Project Component</u>	
2024	2024-1	State and Local	\$400,000	Airport Drainage Plan	
			Description:	Preparation of an airport wide drainage master plan.	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
			Justification:	Airport has several areas (including paved areas) that are poorly drained & subject to flooding. Airport-wide drainage master plan has never been completed and is required for future development.	Environmental Review Status? CatEx
2025	2025-1	Federal, State, and Local	\$2,200,000	Taxiways: Rehabilitate Taxiway - Reconstruct	
			Description:	Rehabilitation of Taxiway A (approx. 22,000 SY) including taxiway edge lights, mounted guidance signs, and associated electrical equipment.	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
			Justification:	Existing taxiway pavement is raveling and cracking, and the associated lighting has reached end of useful life as indicated by numerous failures in the circuit and fixtures.	Environmental Review Status? CatEx
2025	2025-2	Federal, State, and Local	\$500,000	Other: <Construct/Improve/Repair> <Fuel Farm/Utilities> [MAP] - Other	
			Description:	Design and construct replacement of the existing fuel farm.	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
			Justification:	The existing fuel farm is at the end of useful life and the addition of Jet-A fuel is needed to better service users.	Environmental Review Status? EA
2026	2026-1	State and Local	\$300,000	Runway Vertical/Visual Guidance System, Install/Upgrade	
			Description:	Install REILs on Runway 17 and Runway 35.	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
			Justification:	The REILs will improve visibility to the runway ends during periods of low visibility to enhance safety.	Environmental Review Status? CatEx

**Federal Aviation Administration and Arizona Department of Transportation
Five-Year Capital Improvement Program
Project Request Data Sheet**

Airport Name: **Buckeye Municipal Airport**

Sponsor Signature: _____
(Required)

Date: 8/5/2021 4:31:34PM

<u>Fiscal Year</u>	<u>Project Map Identifier</u>	<u>Project Category</u>	<u>Project Total Amount</u>	<u>Project Component</u>	
2027	2027-1	Federal, State, and Local	\$400,000	Buildings:<Construct/Expand/Imp/Modify/Rehabilitate> <Snow Removal Equipment/Chemical Storage Building/etc.> - Standards	
			Description:	Construct washrack facility approximately 40-feet by 40-feet adjacent to the aircraft parking apron.	Project shown on approved ALP? Y Phase Project? N FSL Pavement Maintenance Prj.? N
			Justification:	No washrack facility is currently available and is needed for based and transient aircraft.	Environmental Review Status? CatEx

RESOLUTION NO. 76-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE FEDERAL AVIATION ADMINISTRATION FOR BUCKEYE MUNICIPAL AIRPORT IMPROVEMENTS CONSISTING OF THE REALIGNMENT AND RECONSTRUCTION OF TAXIWAY J; AND AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER RELATED AGREEMENTS, CONTRACTS AND DOCUMENTS THERETO ON BEHALF OF THE CITY.

WHEREAS, the U.S. Department of Transportation, Federal Aviation Administration (“FAA”) provides funding through federal grants to assist local communities for projects relating to all aspects of enhancing airport safety, capacity, security and environmental concerns; and,

WHEREAS, the City of Buckeye (“City”) commenced a multi-phase grant and construction project for certain improvements to the Buckeye Municipal Airport (the “Project”), with the phase I of the Project to include, among other improvements, the reconstruction of the south apron, runway lighting and an airport back-up generator, which phase I improvements were completed in early 2020; and,

WHEREAS, the City desires to move forward with phase II of the Project, consisting of south apron improvement and the realignment and reconstruction of Taxiway J in order to bring the Taxiway into compliance with FAA standards; and,

WHEREAS, the grant award for Phase II of the Project is anticipated to include \$1,200,000 in FAA funding, plus an additional amount of \$58,906 in Arizona Department of Transportation (“ADOT”) funding and a matching contribution of \$58,906 in City funding for a total of \$1,317,812 of funds for phase II of the Project to reconstruct Taxiway J; and,

WHEREAS, the City desires to accept a grant award from the FAA in the anticipated amount of \$1,200,000 for phase II of the Project for improvements to Taxiway J of the Buckeye Municipal Airport.

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 authorize the acceptance of an FAA grant award in the anticipated amount of \$1,200,000 or such other amount as may be specified in the FAA grant letter for the apron and taxiway improvements to the Buckeye Municipal Airport.

Section 3. The Mayor and City Council affirm that funds received pursuant to the grant award will be expended consistent with the requirements of the grant and any other applicable laws, regulations, and guidance.

Section 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all agreements, contracts and other necessary or desirable documents connected with the FAA grant award 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 19th 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: 10/19/21	AGENDA ITEM: 6.C. ADOT grant Airport Pavement Management Systems (APMS) program.
DATE PREPARED: 10/18/21	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 Resolution No. 81-21 authorizing the acceptance of a grant award from the Arizona Department of Transportation for multiple Buckeye Municipal Airport pavement maintenance projects; and authorizing the Mayor and City Manager to execute and deliver related agreements, contracts and documents thereto on behalf of the City.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

ADDITIONAL RELEVANT GOALS:

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

SUMMARY

PROJECT DESCRIPTION:

The Airport was recently contacted by the Arizona Department of Transportation, and offered a grant for pavement maintenance as part of the Arizona Pavement Management System (APMS) program. APMS is a program in which all airports that receive federal funding for pavement rehabilitation or reconstruction must participate.

Every three years, airports in the APMS program receive a visual inspection of all airport pavements in order to prioritize projects and funding. Then each year, ADOT identifies airports that are in need of pavement maintenance based on their evaluations.

The State offered a grant to the Buckeye Municipal Airport and ADOT will design, support the bidding process and administer the construction of the maintenance projects. ADOT will pay 100% of the design and construction administration costs. The Airports estimated share is \$34,081.00, ten percent share of the construction cost. We did not anticipate this grant this year, therefore it was not budgeted.

BENEFITS:

An airport's pavement infrastructure is crucial for the safe and efficient operation of any airport. Having

pavement that is in good condition, with minimal cracking and proper drainage, creates a safe platform for pilots taxiing, taking off and landing. Pavement that is cracking and has ruts or depressions, can create a hazard and cause loss of directional control.

FINANCIAL IMPACT STATEMENT:

A grant award significantly mitigates the financial impact on the Airport Enterprise.

CURRENT FISCAL YEAR TOTAL COST:

The total grant is \$340,810, including the City's \$34,081 share.

BUDGETED:

Yes

FISCAL YEAR:

2022

FUND/DEPARTMENT:

40111113 543111

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

ATTACHMENTS:

[ADOT Email_APMS Grant.pdf](#)

[RES 81-21 ADOT Grant - Airport Pavement Management Systems.pdf](#)

Jeff Webbe

From: Lisa Yahraus <lyahraus@azdot.gov>
Sent: Wednesday, September 8, 2021 11:42 AM
To: Jeff Webbe
Subject: Re: State's Pavement Maintenance program (APMS) for upcoming FY 22 projects

[NOTICE: This message originated outside of the City of Buckeye -- **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]

Thank you so much!

On Wed, Sep 8, 2021 at 11:17 AM Jeff Webbe <jwebbe@buckeyeaz.gov> wrote:

Hi Lisa,

The City of Buckeye will gladly accept this grant and we'll work on getting this to our City Council in October.

Thanks much.

From: Lisa Yahraus <lyahraus@azdot.gov>
Sent: Tuesday, September 7, 2021 11:41 AM
To: Jeff Webbe <jwebbe@buckeyeaz.gov>
Subject: RE: State's Pavement Maintenance program (APMS) for upcoming FY 22 projects

[NOTICE: This message originated outside of the City of Buckeye -- **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]

Dear Mr. Webbe,

I'm writing to you in regards to the Aeronautics Airport Pavement Management Systems (APMS) program. ADOT received additional funding for this program. This would allow for all three projects listed below to take place in fiscal year 2022.

Please provide your commitment to either myself (lyahraus@azdot.gov) or Matthew Munden (MMunden@azdot.gov) as soon as possible, (no later than September 30th). Upon acknowledgement of this email, an Opt-in letter will be sent to you by Kimley-Horn to authorize participation in the program, upon

receipt of a Grant Agreement with the State and the invoice for your 10% share of the construction cost will be submitted electronically to you via email.

- P-608 Application at RW 1735 BK-10
- P-608 Application at RW 173 BK-20
- P-608 Application at TW H BK-30

Under this program, ADOT's Program Manager will design, support the bidding process and administer the construction of the maintenance projects. ADOT will pay 100%

of the design and construction administration costs. The Airports estimated share for all three projects is \$34,081.00 ten percent share of the construction cost.

I look forward to hearing back from you. Sincerely. Lisa.

Lisa Yahraus

Airport Grant Manager

MPD/Aeronautics Group

1801 W. Jefferson St. RM B05 MD 426

Phoenix, AZ 85007

602.712.8958

ADOT

This message contains confidential information and is intended only for the individual(s) addressed in the message. If you are not the named addressee, you should not disseminate, distribute, or copy this e-mail. If you are not the intended recipient, you are notified that disclosing, distributing, or copying this e-mail is strictly prohibited.

Lisa Yahraus

Airport Grant Manager

MPD/Aeronautics Group

1801 W. Jefferson St. RM B05 MD 426

Phoenix, AZ 85007

602.712.8958

ADOT

RESOLUTION NO. 81-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR MULTIPLE BUCKEYE MUNICIPAL AIRPORT PAVEMENT MAINTENANCE PROJECTS; AND AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER RELATED AGREEMENTS, CONTRACTS AND DOCUMENTS THERETO ON BEHALF OF THE CITY.

WHEREAS, the Arizona Department of Transportation (“ADOT”) provides funding through grants for airport pavement maintenance as part of the Aeronautics Airport Pavement Management Systems (“APMS”) program; and,

WHEREAS, the City of Buckeye (“City”), as a recipient of federal grants from the Federal Aviation Administration (“FAA”) is required to participate in the APMS program; and,

WHEREAS, ADOT has received additional funding for the APMS program and has approved the award of grant funds for three (3) Buckeye Municipal Airport projects, RW 1735 BK-10, RW 173 BK-20, and TW H BK-30 (the “Projects”); and,

WHEREAS, the grant awards for the Projects are anticipated to include approximately \$306,729.00 in ADOT funding, with a ten percent (10%) contribution of \$34,081.00 in City funding; and,

WHEREAS, the City desires to accept the grant awards from ADOT in the anticipated amount of \$306,729.00 for the APMS program Projects.

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 authorize the acceptance of ADOT grant awards in the anticipated amount of \$306,729.00 or such other amount as may be specified in the ADOT grant letter pursuant to the APMS program.

Section 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all agreements, contracts and other necessary or desirable documents connected with the ADOT grant awards 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 19th 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: 10/19/21	AGENDA ITEM: 6.D. Buckeye Valley Museum Lobby and Facade Improvements
DATE PREPARED: 10/18/21	DISTRICT NO.: All
STAFF LIAISON: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (623) 349-6225	
DEPARTMENT: Construction and Contracting	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Delivery Order No. 1 to the Job Order Contract (No. 2020001.04) between the City of Buckeye, an Arizona municipal corporation, and Haydon Building Corp., an Arizona corporation, for labor, materials, and equipment required to complete the addition and façade improvements at the Buckeye Valley Museum; and authorizing the Mayor to execute and deliver said Delivery Order on behalf of the City.

RELEVANT GOALS:

GOAL 2: Enhanced Economic Well-Being and Vitality

SUMMARY

PROJECT DESCRIPTION:

As part of the CIP for fiscal year 2022 the Construction and Contracting Division issue a solicitation for the demolition, remodeling and new construction required for a new lobby addition, new porch and existing facade improvements at the Buckeye Valley Museum. The museum, which represents the heritage of Buckeye, had the interior of the Museum remodeled in 2014. A Delivery Order Request for Proposal (DORFP) was issued on August 25, 2021 to the Job Order Contractors (JOC) holding a contract with the City for General Construction. On September 8, 2021 a Pre-submittal Meeting and site visit was held and Price Proposals were due on September 27, 2021 with following three JOC responding to the DORFP:

Contractor	Base Bid	Alternatives	Total Bid
Brycon Corporation	\$647,000.00	\$136,300.00	\$783,800.00
Haydon Building Corp	\$473,803.00	\$89,669.00	\$563,371.00
Willmeng Construction, Inc.	\$612,366.41	\$107,261.87	\$719,628.28

After reviewing the Pricing Proposals it was determined that Haydon Building Corp. was best suited to

do this project.

BENEFITS:

This project will not only benefit the Museum but will contribute to renovating downtown.

FUTURE ACTION:

None.

FINANCIAL IMPACT STATEMENT:

This project will be paid for through the current fiscal year's CIP budget.

CURRENT FISCAL YEAR TOTAL COST:

\$563,371.00

BUDGETED:

Yes

FISCAL YEAR:

2021/2022

FUND/DEPARTMENT:

50214150-543121 (Munis CIP2021003)

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

ATTACHMENTS:

[Map.pdf](#)

[Haydon Building Corp Contract No. 2020001.04 DO1.pdf](#)

Buckeye Valley Museum

116 Maricopa 85, Buckeye, Arizona 85326



**JOB ORDER CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
HAYDON BUILDING CORP**

**DELIVERY ORDER #1
JOC CONTRACT NO. 2020001.04**

THIS JOB ORDER CONTRACT AGREEMENT (this "Agreement") is entered into by and between the CITY OF BUCKEYE, an Arizona municipal corporation (the "City") Haydon Building Corp. an Arizona corporation (the "Contractor").

RECITALS

In accordance with the Job Order Contract No. 202001.04 (the "Contract") between the City and Contractor, dated May 19, 2020, the Contractor will perform the following Scope of Work as detailed in Article 1, subject and pursuant to the terms and conditions of the Job Order Contract.

**ARTICLE 1
SCOPE OF WORK**

The Contractor shall furnish all labor, materials, and related items for demolition, remodeling, and new construction required for a new lobby addition, new porch and existing facade improvements as indicated in the drawings for the Buckeye Valley Museum, more particularly set forth in the scope of work and fee proposal attached as Exhibit A.

**ARTICLE 2
SCHEDULE OF COMPLETION OF WORK**

The Contractor shall commence work within ten (10) days from issuance of the Notice to Proceed and complete the work identified in the Scope of Work 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 **Five Hundred Seventy Dollars and Zero Cents (\$570.00)** for each calendar day of delay as liquidated damages for such delay and not as a penalty. This sum may be withheld from the balance of the Contract Price as it becomes due. Should liquidated damages exceed the Contract Price due or to become due, then the Contractor shall pay the City the difference within 3 days of receipt of written demand.

**ARTICLE 3
COST OF CONSTRUCTION**

The total cost to complete the Scope of Work under this Job Order Contract Delivery Order No. 2 identified in Article 1 as set forth in Exhibit A, is a lump sum of **Five Hundred Sixty Three Thousand, Three Hundred Seventy One Dollars and No Cents (\$563,371.00)**.

ARTICLE 4
BONDS AND INSURANCE

In accordance with Article 19 of the Contract, the Contractor agrees to issue the required Insurance ACORD form. Payment and Performance Bonds will be required for this project. This Job Order Contract Delivery Order is subject to the terms and conditions of the Contract and may be cancelled pursuant to the provisions of the Arizona Revised Statutes Section 38-511. If there is a discrepancy between the terms and conditions of the Contract and Scope of Work in Exhibit A, the Contract supersedes the Scope of Work.

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

CITY:

THE CITY OF BUCKEYE, ARIZONA
an Arizona municipal corporation

Eric W. Orsborn, Mayor

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

CA Williams

Christopher A. Williams, Manager
Construction and Contracting Division

APPROVED AS TO FORM:

City Attorney

CONTRACTOR:

HAYDON BUILDING CORP
an Arizona corporation

Fritz Behrhorst

Fritz Behrhorst, Vice President

**EXHIBIT A
PRICE PROPOSAL**

PROPOSAL

City Project Name: **BUCKEYE VALLEY MUSEUM LOBBY AND FACADE IMPROVMENTS**
Solicitation No: **DORFP # 2; JOC Contract 2020001 (.01 - .05)**
Date: 09/27/2021
Proposal from: Haydon Building Corp
(Name of Firm)
To: City of Buckeye, Construction & Contracting Division

The following proposal is made for construction services for the City of Buckeye, Arizona, in accordance with Construction Documents. The undersigned certifies that the Construction Documents, as well as the proposed construction site and conditions affecting the Work have been carefully examined; that the amount and nature of the Work to be done is thoroughly understood; and that at no time will misunderstanding of the drawings, specifications, or conditions to be overcome be pleaded.

The undersigned certifies that he or his firm is currently licensed under the provisions of ARS Sections 32-1151 and 32-1169. The undersigned further certifies that he or his firm has a privilege license pursuant to ARS Section 42-5005.

The undersigned has/will execute the Job Order Contract Delivery Order if awarded the Contract. Any exceptions to the terms and conditions have been stated in writing and submitted on a separate sheet with this price proposal. The undersigned understands that any exceptions taken to the Construction Contract which are not accepted and/or approved by the City may be a basis for rejection of the Price Proposal as nonresponsive.

RECEIPT BY THE UNDERSIGNED OF THE FOLLOWING ADDENDA IS HEREBY ACKNOWLEDGED:

AMENDMENT NUMBER: 1 DATED: 9/16/2021

AMENDMENT NUMBER: _____ DATED: _____

AMENDMENT NUMBER: _____ DATED: _____

LUMP SUM PROPOSAL:

The undersigned proposes to complete all of the Work in accordance with said Construction Documents, plans, specification and all associated addenda for the lump sum of:

Four Hundred Seventy Three Thousand Seven Hundred and Two Dollars (\$ 473,702).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

Item #	Description	Lump Sum	# Days
1	Base Bid to include Fire Alarm	\$ 424,702	108
	CONTINGENCY	\$49,000.00	12
TOTALS		\$ 473,702	120

Item #	Description	Lump Sum	# Days
2	Alternate Bid -01: Heavy Timber Element	\$ 55,563	15
TOTALS		\$ 55,563	15

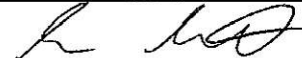
Item #	Description	Lump Sum	# Days
3	Alternate Bid -02: New Cement Composite Wall Siding & Trim	\$ 27,037	7
TOTALS		\$ 27,037	7

Item #	Description	Lump Sum	# Days
4	Alternate Bid -03: 2-inch of decomposed granite over existing rock mulch	\$ 7,069	2
TOTALS		\$ 7,069	2

Submitted by:

Sean Smith

SIGNATURE:



NAME:

Sean Smith

TITLE:

Preconstruction Manager

Principal Office:

Phoenix

Address:

4640 E Cotton Gin Loop
Phoenix, AZ 85040

Telephone: (602) 463-2255
Email Address: SSmith@haydonbc.com
DUNS or Cage No. 03-591-0202

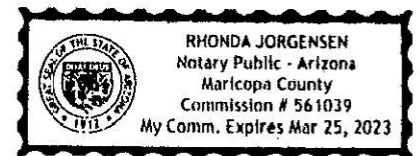
Mr. Sean Smith being duly sworn deposes and says that he/she is the Preconstruction Manager of Haydon Building Corp. Contractor(s), and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 27th day of September, 2021

Notary Public: Rhonda Jorgensen

My Commission Expires: 25th day of March, 2023

SIGNATURE: Rhonda Jorgensen



SOLICITATION AMENDMENT ACKNOWLEDGEMENT

DORFP No. 2: Buckeye Valley Museum Lobby and Façade Improvements

ADDENDUM No. 1

ADDENDUM ISSUE DATE: September 16, 2021

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this Delivery Order Request for Proposals, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: Haydon Building Corp
Authorized Signature: [Signature]
Print Name and Title: Sean Smith - Preconstruction Manager
Date: 09-27-2021
Address: 4640 Cotton Gin Loop
City, State, Zip Code: Phoenix, AZ 85040
Telephone Number: 602-463-2255
Email Address: SSmith@haydonbc.com

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

MEETING DATE: 10/19/21	AGENDA ITEM: 6.E. Police Department - DUI Abatement Grant
DATE PREPARED: 10/18/21	DISTRICT NO.: ALL
STAFF LIAISON: Larry Hall, Police Chief, lhall@buckeyeaz.gov, (623) 349-6438	
DEPARTMENT: Police	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Resolution No. 78 -21 approving the Agreement between the City of Buckeye and the Arizona Governor’s Office of Highway Safety DUI Abatement Council relating to funding for DUI enforcement overtime activities and employee-related expenses; and authorizing the Mayor, City Manager, and City Police Chief to execute and deliver said Agreement on behalf of the City.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The Police Department has been awarded grant funding from the State of Arizona through the DUI Abatement Council for additional funding to support DUI enforcement. The grant funds will provide funding to support DUI enforcement efforts and aggressive driving enforcement efforts. The DUI overtime funds granted will support the Department’s participation in DUI enforcement programs and task forces throughout the West Valley.

BENEFITS:

The Police Department has been actively engaged in DUI enforcement programs, which have helped to reduce the number of DUI-related incidents on City streets. Having additional DUI overtime funding will allow the Police Department to continue enforcement efforts, which has been proven to reduce alcohol-related traffic injuries and fatalities caused by impaired drivers.

FUTURE ACTION:

The Police Department’s Grant Programs Administrator will ensure all required documentation and reports are submitted by the established deadlines and the grant award is managed in accordance with the terms set forth in grant agreement.

FINANCIAL IMPACT STATEMENT:

Funding of the grant award by the DUI Abatement Council will be reimbursed to the City of Buckeye Police Department.

CURRENT FISCAL YEAR TOTAL COST:

Personnel Services \$30,769.23, Employee Related Expenses \$9,230.77
Total Costs = \$40,000.00

BUDGETED:

Yes

FISCAL YEAR:

2021

FUND/DEPARTMENT:

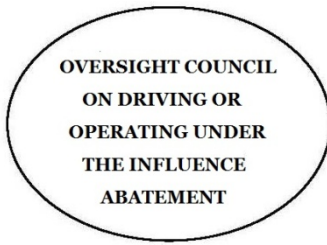
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Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

[DUIAC-E-153 Abatement Grant Contract.pdf](#)

[RES 78-21 Accepting GOHS 2021 DUI Abatement Grant Agreement.pdf](#)



DUI ABATEMENT GRANT PROGRAM GRANT AGREEMENT



Douglas A. Ducey
Governor

The Oversight Council on Driving or Operating Under the Influence Abatement is hereafter referred to as the DUI Abatement Council, DUIAC or Council in this agreement. This page and the DUIAC Project Director's Manual incorporated herein by reference constitute the entire agreement between the parties hereto unless deviation is authorized in writing by the DUI Abatement Council.

APPLICANT AGENCY

Buckeye Police Department

ADDRESS

21699 W. Yuma Road, Suite 104, Buckeye, AZ 85326

GOVERNMENTAL UNIT

City of Buckeye

ADDRESS

530 E. Monroe Ave, Buckeye, AZ 85326

AGREEMENT NUMBER

DUIAC-E-153

PROGRAM AREA

Enforcement

AGENCY CONTACT

LaMar Brown

PROJECT TITLE

DUI Enforcement

BRIEFLY STATE PURPOSE OF PROJECT:

State DUI Abatement (E) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement throughout the City of Buckeye.

BUDGET

COST CATEGORY

Project Period
SFY 22

I.	Personnel Services	\$ 30,769.23
II.	Employee Related Expenses	\$ 9,230.77
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		\$40,000.00

PROJECT PERIOD

FROM: Effective Date (*Date of DUIAC
Chairman Signature*)

TO: 06-30-2022

CURRENT GRANT PERIOD

FROM: 09-20-2021

TO: 06-30-2022

TOTAL DUI ABATEMENT FUNDS OBLIGATED FOR THIS AGREEMENT PERIOD: \$40,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Founded in 1888 and incorporated eight decades ago as a 440-acre town, Buckeye has surged into the 21st century with a planning area that is nearly 600 square miles. It is a growing rural community located 37 miles west of downtown Phoenix. There are currently 25 master planned communities, 19,905 single-family dwellings, 11 public elementary schools, two public middle schools, and four public high schools located in the City of Buckeye. Continued growth is anticipated and the population is expected to continue to increase substantially over the next several decades. The City of Buckeye spans nearly 600 square miles and is bordered by the cities of Goodyear, Surprise, Tonopah, Gila Bend and Wickenburg. The Municipal Planning Area spans approximately 591.97 square miles and the incorporated area (annexed into the City of Buckeye) spans approximately 392 square miles. Buckeye is a residential community with growing areas of industry. The City has a large land mass and many of its residents travel into the Phoenix Metropolitan area daily.

There are approximately 925 miles of roadway within the City of Buckeye's jurisdiction. This includes paved arterial streets and local, collector streets. There are five (5) major roadways that travel through Buckeye: old US Highway 80, Sun Valley Parkway, Interstate 10, State Route 85, and Maricopa County 85. State Route 85 and Interstate 10 pass through Buckeye and link the Phoenix metropolitan area with California. The Sun Valley Parkway is a major north/south route connecting Buckeye with Gila Bend to the south and the city of Surprise to the north. Traffic flows from these arterial roads have had an impact on the streets in the city of Buckeye. As the population in the West Valley continues to grow, the traffic flow is also increasing. An increase in traffic flow and population has a direct impact on the ability of the Police Department and the equipment and personnel needs required to maintain a well-equipped department.

Agency Problem/ Attempts to Solve Problem:

The City of Buckeye Police Department (BPD) is looking to continue DUI enforcement and participation in the West Valley Taskforce with the award of DUI related equipment to assist in making enforcement more effective. The Past and current participation which include over 180 arrest each of the past three years demonstrates the Buckeye Police Department's commitment to enforce impaired driving in and around the City of Buckeye. The increased population growth in the City of Buckeye has also increased the need for intoxicated enforcement within the City of Buckeye. The overtime will assist in increasing road safety and providing additional officers to identify intoxicated drivers that may injury citizens or themselves if not identified on the road before an incident. Additionally the overtime will add much needed support in supporting officers and identifying drivers impaired driving in the City of Buckeye and West Valley.

The City of Buckeye PD is looking to reduce the number of impaired drivers on the road and reduce crashes due to impaired and intoxicated driving. The issue will not be solved as a result of the funding but the City of Buckeye hopes to drastically reduce the impact this issue has on the City of Buckeye community and society. Additionally BPD will be able to participate in and host West Valley DUI Taskforce events and patrols as a result of the abatement funding.

Agency Funding:

State DUI Abatement (E) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement throughout the City of Buckeye.

How Agency Will Solve Problem with Funding:

The Buckeye Police Department plans to utilize grant funding for DUI/Impaired Driving enforcement overtime throughout the calendar year by participating in DUI saturation patrols and DUI Task Force operations. The Buckeye Police Department will continue to monitor the DUI enforcement program; and will continually report necessary DUI statistical data to ensure accurate comparisons of DUI arrests, citations, and warnings that are issued. The Buckeye Police Department will continue to increase the public's awareness associated with the dangers of drinking; while continuing to provide training and updates on DUI/Impaired Driving laws to Buckeye Police Department Officers.

GOALS/OBJECTIVES:

State DUI Abatement (E) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement throughout the City of Buckeye. The following goals and objectives shall be accomplished as a result of this funding:

Impaired Driving or Operating - Enforcement

Expenditures of funding pertaining to Impaired Driving or Operating Enforcement or Innovative Programs including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Impaired Driving or Operating Program Goals of the DUI Abatement Council in conjunction with those provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving or Operating Program Goal is to reduce the incidence of alcohol and drug related driving or operating, fatalities and injuries through enforcement, education and public awareness and through innovative programs throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving or Operating Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified. This is not a requirement for those participating in DUI Innovative programs.

MEDIA RELEASE

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI / Alcohol in terms of money, criminal and human consequences.**

The Buckeye Police Department will maintain responsibility for **reporting sustained DUI enforcement** activity in a timely manner. Additionally, it is the responsibility of the Buckeye Police Department to report all task force enforcement statistics in which they participate to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency, or a cancellation and return of unexpended advanced funding.

METHOD OF PROCEDURE:

The Buckeye Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for Impaired Driver or Operator Activities

Employee Related Expenses – To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed agreement. A copy of this press release shall be sent to the DUI Abatement Council at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Oversight Council on Driving or Operating Under the Influence Abatement.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving state funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on agreement grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
2021-1 Quarterly Report (September 1 to October 31)	November 30, 2021
2022-2 Quarterly Report (November 1 to January 31)	February 28, 2022
2022-3 Quarterly Report (February 1 to April 30)	May 31, 2022
2022-4 Quarterly Report (May 1 to August 31)	September 30, 2022
Final Statement of Accomplishment	September 30, 2022

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the DUI Abatement Council at the Governor's Office of Highway Safety. The Quarterly Report title is based on the 3 month calendar period (Year-Calendar Quarter). **Note:** All law enforcement agencies must enter enforcement activity into the on-line GOHS DUI Reporting System.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the DUI Abatement Council **no later than 30 days following the agreement end date**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined DUI Abatement Council reporting requirements may result in withholding of state funds or termination of the agreement and return of any unexpended advanced funds.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Chief Hall, Chief, Buckeye Police Department, shall serve as Project Director.

LaMar Brown, Grant Administrator, Buckeye Police Department, shall serve as Project Administrator.

Nicole Costanza, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of the Agreement end date. **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

DUI Abatement Council grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the agreement project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems

- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount	Type of Monitoring
Under \$50,000	Desk Review/Phone Conference.
\$50,000 and over	May have an In-House GOHS Review
Desk Review and Phone Conference	Internal Review of all written documentation related to agreement project including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.

On-site monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the Agreement period. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

In-house monitoring includes a review and discussion of all issues related to assure the effective and administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation

- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases etc)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective state file. Findings will be discussed with the grantee designated agreement representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the DUI Abatement Grant Agreement and terminates at the end of the project period date as indicated on the DUI Abatement Council Grant Agreement.

DURATION:

Agreements shall be effective on the date the DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Chairman of the DUI Abatement Council at the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

The Agency shall address all requests to modify the contract to the Chairman of the DUI Abatement Council on Agency letterhead and either hand deliver or submit the request via regular mail to the GOHS office. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the agreement. Any unexpended funds remaining at the termination of the agreement shall be released back to the DUI Abatement Fund.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	
	DUI Enforcement Overtime activities	\$ 30,769.23
II.	Employee Related Expenses	
	DUI Enforcement Overtime ERE 30%	\$ 9,230.77
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		\$40,000.00

The DUIAC reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 30 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Buckeye Police Department shall absorb any and all expenditures in excess of **\$40,000.00**.

CERTIFICATIONS AND AGREEMENTS

This AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Oversight Council On Driving Or Operating Under The Influence Abatement (DUIAC) hereinafter referred to as "STATE", and the Marana Police Department in this Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the Arizona Revised Statutes (§§1303-1304), provides State funds to STATE for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE; and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for State funds for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, AGENCY has submitted an application for State funds for DUI Enforcement and DUI Innovative projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Agreement. Failure to comply with Quarterly Report requirements may result in withholding of State funds or termination of this Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Agreement.
- D. Representatives authorized by STATE will have the right to visit the site and inspect the work under this Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is

being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which State funds have been claimed and reimbursement received, as may have been determined by a State audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Agreement ceases to be used in the manner as set forth by this Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active DUI Abatement project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Agreement.
- D. AGENCY will incorporate any equipment purchased under this Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

All out-of-state travel must be approved in writing in advance by STATE.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Agreement is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Agreement, unless otherwise provided for elsewhere in this Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Agreement.
- B. The provisions of subparagraph A apply whether or not the project agreed to herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Arizona Procurement Code (ARS, §41-2501, et. seq.)

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Agreement.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Agreement, hereby gives its assurance that employment in connection with the subject DUI Abatement Council Grant Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Agreement, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject DUI Abatement Council Grant Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further State financial assistance to AGENCY under the DUI Abatement Council Grant Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this DUI Abatement Council Grant Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement where the provisions of mandatory arbitration apply.

XIV. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XV. Appropriation of Funds by the Arizona Legislature

It is agreed that in no event will this Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the Arizona Legislature and specifically allocated to the project submitted herein by the DUI Abatement Council and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the Arizona Legislature or no funds are allocated for the project proposed herein by the DUI Abatement Council for subsequent fiscal years, this Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Agreement or project that may so become null and void.

XVI. Continuation of DUI Abatement Program

It is the intention of AGENCY to continue the DUI Abatement Program identified in this Agreement once DUI Abatement Council funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XVII. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XVIII. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Agreement and proceed to close said operations under the Agreement.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment

by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

- E. Any equipment or commodities which have been purchased as a part of this Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XIX. Cancellation Statute

All parties are hereby put on notice that this Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, 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 consultant to any other party of the Agreement with respect to the subject matter or the Agreement.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Agreement is subject to ARS §28-602, and all administrative regulations governing grants established by the STATE. It is expressly agreed that this DUI Abatement Grant Project constitutes an official part of the STATE's DUI Abatement Council Program and that AGENCY will meet the requirements as set forth in the accompanying DUIAC Project Director's Manual, which are incorporated herein and made a part of this Agreement. All State Statutes, Rules, Regulations, and Circulars referenced in this Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the DUI Abatement Council Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State Statutes, Rules and Regulations identified in this Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under agreement with other Federal or State fund sources which duplicate or overlap any work contemplated or described in this Agreement. It is further certified that any pending or proposed request for other Federal or State grant funds which would duplicate or overlap work described in the Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal or State funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**Name: LaMar BrownTitle: Grant Program AdministratorTelephone Number: 623-349-6447 Fax Number: 623-349-6506E-mail Address: lbrown@buckeyeaz.gov**2. Agency's Fiscal Contact:**Name Sherri MeredithTitle: Senior Finance ManagerTelephone Number: 623-349-6164E-mail Address: Smeredith@buckeyeaz.govFederal Identification Number: 86-6000236**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

City of Buckeye Police Department

Warrant/Check to be mailed to:

City of Buckeye Finance Department

(Agency)

530 E. Monroe

(Address)

Buckeye, AZ 85326

(City, State, Zip Code)

Lobbying Restrictions**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State contract, grant, loan, or cooperative agreement.
- B. If any funds other than State 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 the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with this State contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with the Arizona Secretary of State instructions.
- C. The undersigned will require that the language of this certification 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 all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

Signature of Project Director:

Larry Hall, Chief
Buckeye Police Department

***Signature of Authorized Official of
Governmental Unit:***

Roger Klingler, City Manager City
of Buckeye

Date

Telephone

Date

Telephone

RESOLUTION NO. 78-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE AGREEMENT BETWEEN THE CITY OF BUCKEYE AND THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY DUI ABATEMENT COUNCIL RELATING TO FUNDING FOR DUI ENFORCEMENT OVERTIME ACTIVITIES AND EMPLOYEE-RELATED EXPENSES; AND AUTHORIZING THE MAYOR, CITY MANAGER, AND CITY POLICE CHIEF TO EXECUTE AND DELIVER SAID AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the Oversight Council on Driving or Operating Under the Influence Abatement (the "DUI Abatement Council"), as part of the Governor's Office of Highway Safety, makes grants from the Arizona DUI Abatement Fund established by A.R.S. § 28-1304 to political subdivisions and tribal governments that apply for monies for purposes related to preventing and abating occurrences of driving or operating motor vehicles under the influence;

WHEREAS, the City applied to the DUI Abatement Council for a grant of such funds;

WHEREAS, the DUI Abatement Council awarded grant funding to the City of Buckeye Police Department for DUI enforcement overtime activities and employee-related expenses;

WHEREAS, the Mayor and City Council of the City of Buckeye, Arizona, desire to execute the agreement between the City of Buckeye and the Arizona Governor's Office of Highway Safety DUI Abatement Council relating to funding for DUI enforcement overtime activities and employee-related expenses (the "Agreement") and authorize acceptance of the awarded funds.

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 by reference as if fully set forth herein.

Section 2. The Mayor and City Council of the City of Buckeye hereby (i) approve the Agreement in substantially the form and substance on file with the City Clerk of the City of Buckeye, (ii) authorize the execution of the Agreement, and (iii) authorize the acceptance of any funds therefrom.

Section 3. The Mayor, the City Manager, the City Clerk, the City Police Chief, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of 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 19th 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: 10/19/21	AGENDA ITEM: 6.F. Resolution 75-21 for Amendment No.1 to increase funding by \$60,000 to the IGA between Maricopa County administered by its Human Services Department and the City of Buckeye for the CDBG Senior Center Kitchen Expansion (CDBG21BK).
DATE PREPARED: 10/18/21	DISTRICT NO.: 1
STAFF LIAISON: Andrea Marquez, Planner II, amarquez@buckeyeaz.gov, (623) 349-6220	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Resolution No. 75-21 approving Amendment No. 1 to the Intergovernmental Agreement for Services between Maricopa County, Administered by its Human Services Department, and the City of Buckeye, regarding participation in the U.S. Department of Housing and Urban Development Community Development Block Grant Program for the Provision of CDBG Funds for the Senior Center Kitchen Expansion and Remodel; and authorizing the Mayor and City Manager to execute and deliver said Amendment and related documents on behalf of the City.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

ADDITIONAL RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The original IGA granted the City \$540,000 in CDBG funds for the expansion and remodel of the Senior Center located in Downtown Buckeye. The purpose of the amendment is for the County to increase funding by \$60,000. The agreement total amount is proposed to be increased from \$540,000 to \$600,000 to complete the kitchen expansion project at the Buckeye Senior Center. The design, construction and remodel cost for this project is \$1,725,069. CDBG funds are to be expended for construction only and reimbursements are not to exceed \$600,000. The funding is provided by Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds.

BENEFITS:

Approving Resolution 75-21 will allow amendment No. 1 to the IGA between Maricopa County, administered by its Human Service Department and the City of Buckeye to allow awarded grant amount to be increased from \$540,000 to \$600,000.

FUTURE ACTION:

Execution of documents by the City Manager.

FINANCIAL IMPACT STATEMENT:

N/A

CURRENT FISCAL YEAR TOTAL COST:

N/A

BUDGETED:

Yes

FISCAL YEAR:

N/A

FUND/DEPARTMENT:

CIP20200019 50214150-543113

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

ATTACHMENTS:

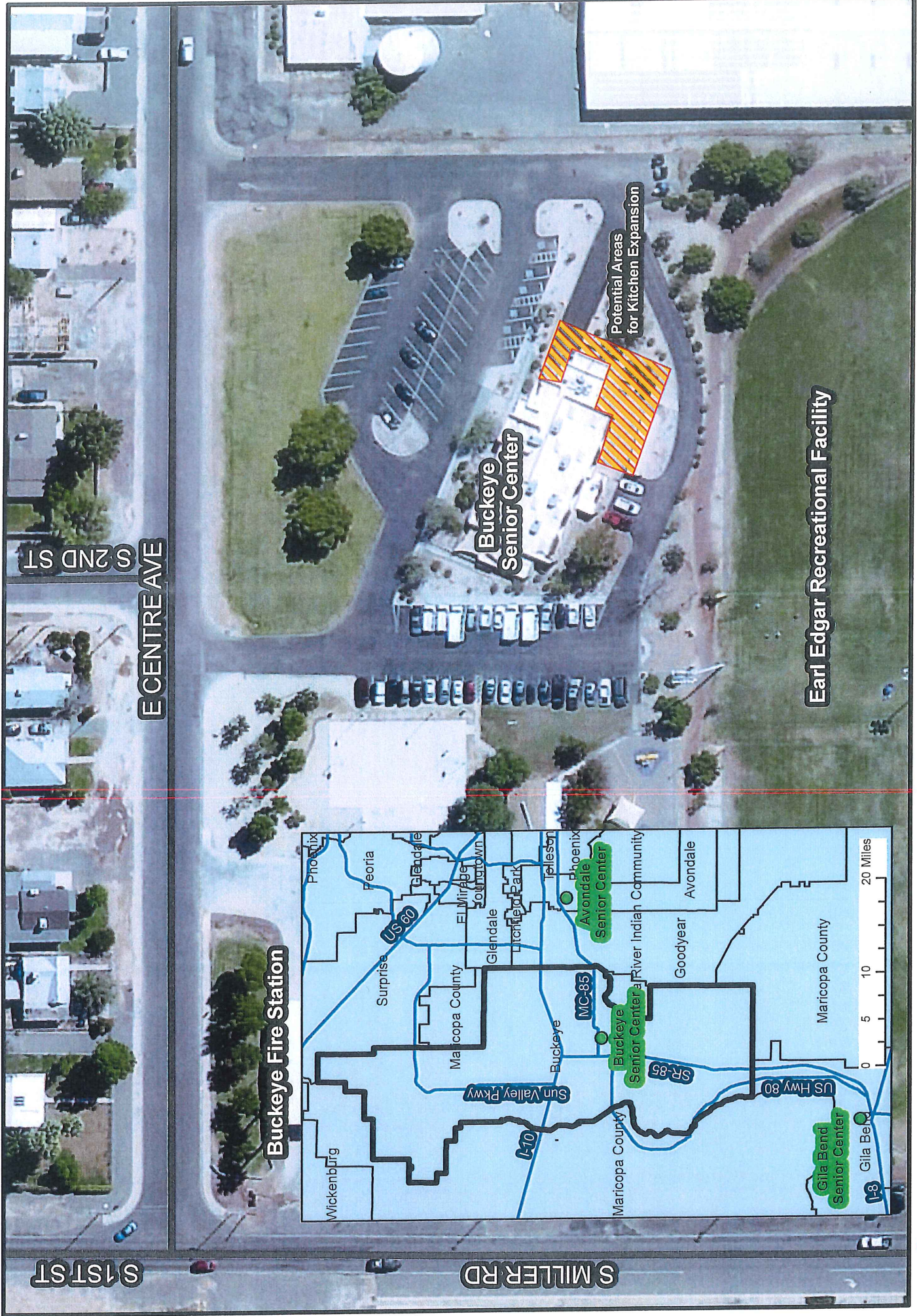
[VICINITY MAP Senior Center Kitchen and Remodel.pdf](#)

[City of Buckeye IGA Amendment 1.pdf](#)

[RES 75-21 Amendment No. 1 to IGA with Maricopa County re Senior Center Kitchen.pdf](#)

Buckeye Senior Center Kitchen Expansion

CDBG Grant Application FY 20/21



AMENDMENT NO. 1 TO THE
INTERGOVERNMENTAL AGREEMENT
FOR SERVICES BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT
AND
THE CITY OF BUCKEYE

I. Maricopa County ("County"), administered by its Human Services Department, entered into a financial Intergovernmental Agreement ("Agreement") with the City of Buckeye ("Subrecipient") on or about July 14, 2021. The purpose of the Agreement is for the Subrecipient to expand the kitchen at the Buckeye Senior Center. The County has provided the Subrecipient with \$540,000 in U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds. The term of the Agreement is from July 1, 2021 and ends on June 30, 2023. The County and the Subrecipient collectively are referred to as the "Parties."

II. The Parties agree to amend the Agreement by this Amendment No. 1 as follows:

- A. Add that the County shall increase funding by \$60,000 for the Subrecipient to complete the kitchen expansion project at the Buckeye Senior Center identified in Section 3 (Work Statement), Subparagraph 2.0 (Scope of Work) in the Agreement.
- B. The Agreement total amount shall be increased from \$540,000 to \$600,000. The funding for this Amendment No. 1 is provided by Catalog of Federal Domestic Assistance (CFDA) 14.218, U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds.

C. Revise Section 4 (Budget and Compensation) Paragraph 1.0 (Budget) as follows:

Activity	Budget
Construction	\$600,000.00
Total	\$600,000.00

D. Revise Section 1 (General Provisions) to address the following:
Add paragraph 53.0 (FORCE MAJEURE):

- 53.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.
- 53.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

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

III. Section II above contains all the changes made by this Amendment No. 1. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect as executed by the Parties.

IV. The Parties have authorized the undersigned to execute this Amendment No.1 on their behalf, and it shall be effective upon approval and signature by the Parties.

IN WITNESS, the Parties have approved and signed this Amendment No. 1:

APPROVED BY:
THE CITY OF BUCKEYE

APPROVED BY:
MARICOPA COUNTY

Roger Klingler Date
City Manager

Jack Sellers Date
Chairman, Board of Supervisors

Attestation to:

Attestation to:

City Clerk Date

Clerk, Board of Supervisors Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AMENDMENT NO. 1 IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF BUCKEYE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AMENDMENT NO. 1 IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney for the Subrecipient Date

Deputy County Attorney Date

RESOLUTION NO. 75-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT FOR SERVICES BETWEEN MARICOPA COUNTY, ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT, AND THE CITY OF BUCKEYE, REGARDING PARTICIPATION IN THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE PROVISION OF CDBG FUNDS FOR THE SENIOR CENTER KITCHEN EXPANSION AND REMODEL; AND AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER SAID AMENDMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY.

WHEREAS, on July 6, 2021, through Resolution No. 47-21, the City of Buckeye (the “City”) entered into an Intergovernmental Agreement with the Maricopa County Human Services Department (the “County”) for the provision of \$540,000 in Community Development Block Grant (“CDBG”) funds to expand and remodel the kitchen at the Buckeye Senior Center (the “Agreement”); and

WHEREAS, the City desires to amend the Agreement to (a) increase CDBG funding by \$60,000, for a total of \$600,000, for the City to complete the kitchen expansion and remodel project at the Buckeye Senior Center, and (b) add provisions regarding force majeure.

NOW, THEREFORE, 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. Amendment No. 1 to the Intergovernmental Agreement for Services Between Maricopa County, Administered by its Human Services Department, and the City of Buckeye (the “Amendment”) is hereby approved in the form and substance on file with the City Clerk and incorporated herein by reference.

Section 3. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to cause the execution and delivery of the Amendment 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 19th 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: 10/19/21	AGENDA ITEM: 6.G. PLZS-21-00124 Minor Subdivision White Tanks
DATE PREPARED: 10/18/21	DISTRICT NO.: 5
STAFF LIAISON: Andrea Marquez, Planner II, amarquez@buckeyeaz.gov, (623) 349-6220	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on a minor subdivision for the Hancock Communities - White Tanks development, which is generally located between Interstate 10 and North Sundance Parkway one quarter mile east of Watson Road.

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

SUMMARY

PROJECT DESCRIPTION:

The applicant has requested a minor subdivision for a property known as White Tanks associated with the Hancock Communities. The request is to consolidate four (4) existing parcels into two (2) new parcels, as well as dedicate additional right-of-way for the future right-turn lanes along Sundance Parkway. The Hancock Communities Site Plan within the subject site (Case PLZSP-20-00033) was approved by the Planning and Zoning Commission on April 13, 2021. The approved site plan consists of 394 multi-family single-story units.

BENEFITS:

In addition to the creation of the new lots for development, the approval of the minor subdivision will allow dedication of utility crossings, right-turn lane dedication, access to emergency egress/ingress and cross access to the property directly to the west for a future private driveway access.

FUTURE ACTION:

None.

FINANCIAL IMPACT STATEMENT:

N/A

CURRENT FISCAL YEAR TOTAL COST:

N/A

FISCAL YEAR:

N/A

FUND/DEPARTMENT:

N/A

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

ATTACHMENTS:

[2R-PLZ-21-00124 Hancock White Tanks Minor Subdivision.pdf](#)

[2R-PLZS-21-00124 Hancock White Tanks Narrative.pdf](#)

[Vicinity Map.docx](#)

LOCATED IN THE WEST HALF OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 3 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA.



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

MY COMMISSION EXPIRES: _____

1. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF BUCKEYE.
2. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF BUCKEYE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE GENERAL PLAN.
3. PURSUANT TO A.R.S. § 42-11102, THE CITY OF BUCKEYE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
4. THIS SITE CONSISTS OF A TOTAL OF 2 LOT, NO TRACTS, AND NO PARCELS IN THE CC ZONING DISTRICT.
5. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.
6. FINAL PLAT APPROVAL BY THE CITY IS SUBJECT TO FINANCIAL ASSURANCES BEING IN PLACE FOR ALL IMPROVEMENTS AS SHOWN ON THE APPROVED PLANS. THE CITY WILL NOT RECORD ANY PLATS UNTIL SUCH FINANCIAL ASSURANCES ARE IN PLACE. IF AFTER 180 DAYS FROM CITY COUNCIL APPROVAL THE FINAL PLAT HAS NOT BEEN RECORDED, THEN IT SHALL BE NULL AND VOID. A VALID PRELIMINARY PLAT NEEDS TO BE IN PLACE PRIOR TO APPROVAL OF ANY FINAL PLAT ASSOCIATED WITHIN THE PROJECT IN ACCORDANCE WITH THE DEVELOPMENT CODE. THE SIGNED PLAT WILL NOT BE SUBMITTED TO THE CITY FOR SIGNATURE AND RECORDING UNTIL FINANCIAL ASSURANCES ARE IN PLACE.
7. A BLANKET CROSS LOT ACCESS AND PARKING EASEMENT IS HEREBY GRANTED TO AND BETWEEN ALL LOTS WITHIN THE SUBDIVISION FOR THE PURPOSE OF PARKING AND INGRESS AND EGRESS OF VEHICLES, INCLUDING EMERGENCY VEHICLES, PEDESTRIANS, AND BICYCLES. THE UNDERLYING PROPERTY OWNER OR ASSIGNS IS RESPONSIBLE FOR THE MAINTENANCE OF THE EASEMENT AREA.

THE PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING FLOOD ZONE X, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C2110L, WITH AN EFFECTIVE DATE OF 10/16/2013 FOR COMMUNITY NO. 040039, IN THE CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

NORTH 89 DEGREES 14 MINUTES 47 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO "MAP OF DEDICATION FOR SUNDANCE PHASE 1", RECORDED IN BOOK 590, PAGE 38, MARICOPA COUNTY RECORDS.

1 COVER, NOTES, DEDICATION, SITE DATA,
BASIS OF BEARING, CERTIFICATIONS
2 PLAN SHEET, LINE & CURVE TABLES

ZONING: CC
NUMBER OF LOTS: 2
NUMBER OF TRACTS: NONE
TOTAL LOTS AND TRACT AREA 37.2569 ACRES

BLUEPRINT WHITE TANKS, LLC
4211 N MARSHALL WAY, SUITE 200
SCOTTSDALE, AZ 85251
PHONE: (206) 550-3907
CONTACT: GARY BLAKESLEE
EMAIL: gary@blueprintcap.com

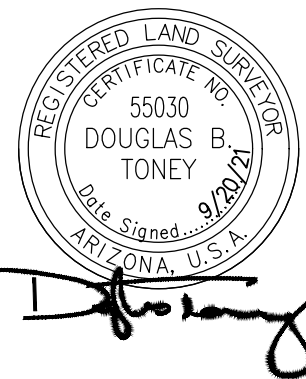
BOWMAN CONSULTING
6751 NORTH SUNSET BLVD, SUITE 325
GLENDALE, AZ 85305
PHONE: (623) 299-8981
CONTACT: JOSEPH CABLE
EMAIL: jcable@bowman.com

BY: _____
DEVELOPMENT SERVICES DIRECTOR DATE

ARIZONA REGISTERED LAND SURVEYOR # 55030

DOUGLAS B. TONEY R.L.S. #55030 9/20/21
dtoney@cowman.com DATE
BOWMAN CONSULTING
1600 N DESERT DRIVE, SUITE 210
TEMPE, ARIZONA 85281

EXPIRES 9/30/22



**MINOR SUBDIVISION PLAT
WHITE TANKS
BUCKEYE, ARIZONA**

Bowman
CONSULTING

Bowman Consulting
1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

© Bowman Consulting Group, Ltd.

DATE: 9/20/21

PROJ NO: 050667-0

TASK NUM: 00

DRAWN BY: TL

CHECKED: DT

QUALITY: JC

CLIENT NO. _____
SCALE _____

SCALING
NTS

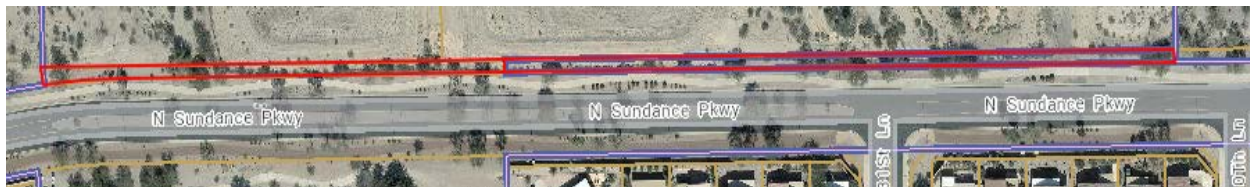
1 OF

PLZS-21-00124



Purpose

The purpose of this Minor Subdivision Plat is for Hancock Communities, LLC to modify the parcel lines for the existing four parcels into two parcels, as well as dedicate additional right of way for the future right turn lanes located along N Sundance Parkway within the City of Buckeye jurisdictional limits. The Minor Subdivision Plat is in reference to Hancock Communities - White Tanks Development. The site is further identified by Maricopa County Assessor Parcel Number (APN) 504-19-014Q, 504-19-014R, 504-19-012V and 504-19-525A within Section 10 Township 1 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. The net area is approximately 1,625,516 SF or 37.32 acres.

**Subject Property****Current Site Conditions**

The two larger parcels (DOC# 2020-1287922) are owned by Innovation Villas at Sundance, LLC and the two parcels (DOC#2021-0767481) that create a 13' wide strip of property along Sundance Parkway are currently owned by Hancock Communities, LLC. All four parcels will be purchased by Blueprint White Tanks, LLC prior to approval of the Minor Subdivision Plat. The property will be developed with Hancock Communities – White Tanks build-for-rent community and will also be maintained by the Hancock Communities, LLC. The two new parcels will be the result of splitting all the property (the existing four (4) parcels) into two (2) parcels that will be split along the phase line.

Use of Parcels

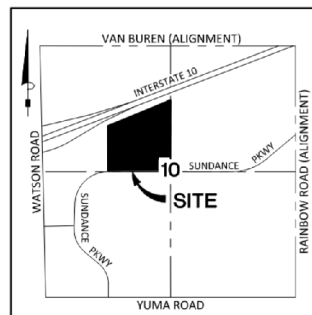
The parcels will be used as followed: utility crossing, right turn lane dedication, access to a 26' emergency egress/ingress, and connection to adjacent sewer and cross access easements as shown on the Minor Subdivision. The final development will also include a 20' landscape area and access to pedestrian trail, multi-family residential units, parking, stormwater facilities, community amenities, model units and leasing office as shown on the approved Site Plan.

2nd Submittal**PLZS-21-00124**

RECEIVED

AUG 24 2021

VICINTIY MAP- PLZS-21-00124



VICINITY MAP
N.T.S.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 10/19/21	AGENDA ITEM: 6.H. PLZS-21-00124 Minor Subdivision Roers Buckeye 29
DATE PREPARED: 10/18/21	DISTRICT NO.: 1
STAFF LIAISON: Andrea Marquez, Planner II, amarquez@buckeyeaz.gov, (623) 349-6220	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on a minor subdivision for Roers Buckeye 29, which is generally located three-hundred feet west of the southwest corner of 1st Street (Miller Road) and MC 85 (Monroe Avenue).

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

ADDITIONAL RELEVANT GOALS:

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

SUMMARY

PROJECT DESCRIPTION:

The applicant has requested a minor subdivision for a property known as Roers Buckeye 29. The request is to create two parcels consisting of a 15.94 acre lot and a 10.68 acre parcel from the existing overall 28.85 acres. The minor subdivision also includes dedication of rights-of ways along MC-85 and 1st Street including public utility easements.

The 10.68 acres will facilitate the construction of 216 unit multi-family homes associated with a site plan known as Roers case PLZSP-000050 approved by the Planning and Zoning Commission on October 12, 2021. The remaining 15.94 acres is planned to provide commercial and and possible residential uses. The approved site plan consists of a total of nine (9) residential buildings with six parking garage buildings and a large community clubhouse and leasing space building with landscaped active open spaces.

BENEFITS:

In addition to the creation of the new lots for future residential and commercial development, the approval of the minor subdivision will dedicate rights-if-way and public utility easement for the existing overall parcel.

FUTURE ACTION:

None.

FINANCIAL IMPACT STATEMENT:

N/A

CURRENT FISCAL YEAR TOTAL COST:

N/A

FISCAL YEAR:

N/A

FUND/DEPARTMENT:

N/A

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

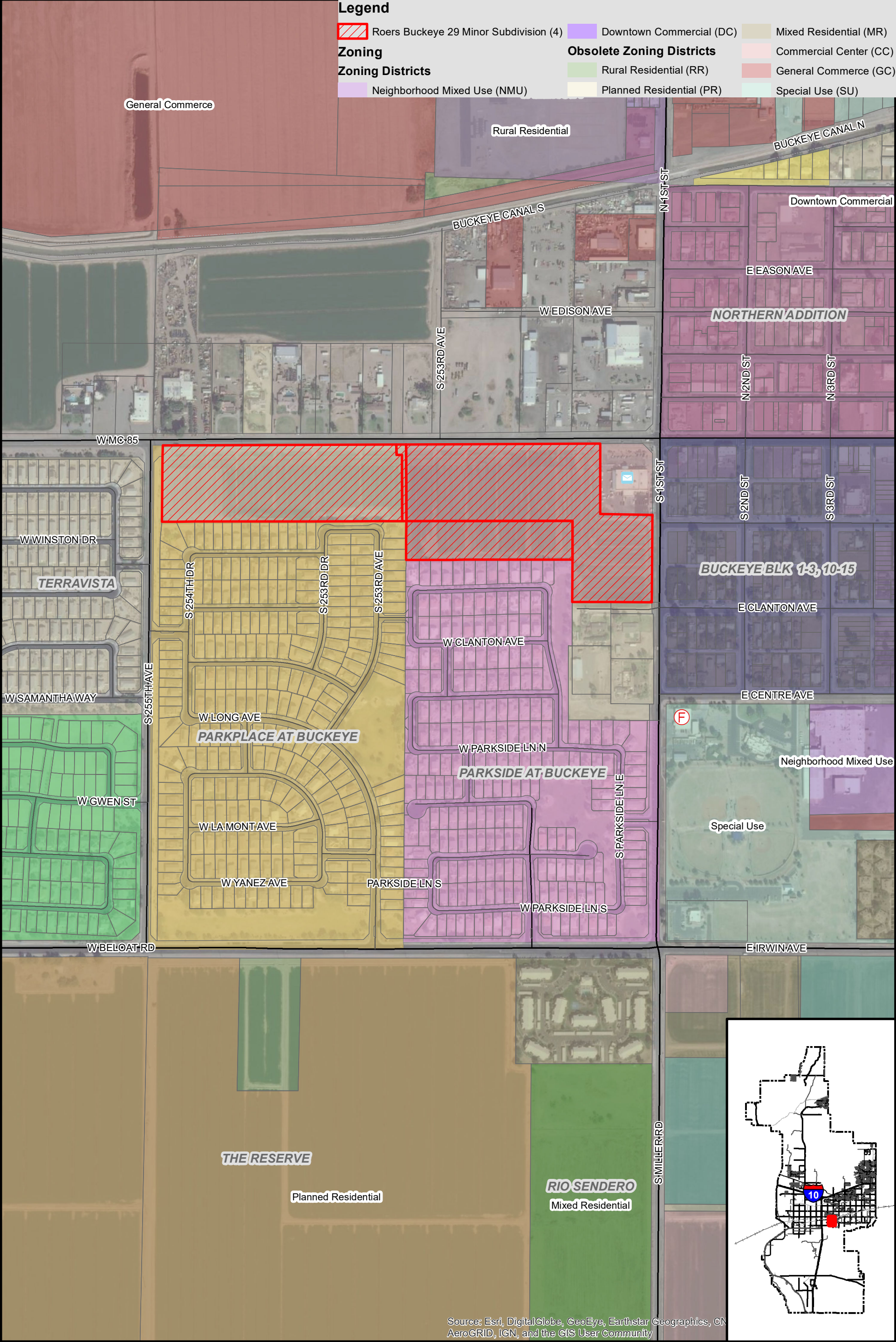
ATTACHMENTS:

[Vicinity Map.pdf](#)

[1R - PLZS-21-00146 Roers Buckeye29 MLD - Narrative.pdf](#)

[3R - PLZS-21-00146 Roers Buckeye29 MLD - Minor Land Division.pdf](#)

Vicinity Map



Roers Buckeye 29 Minor Land Division Narrative

This project is generally located at the southwest corner of MC-85 and Miller Road/1st Street.

This Minor Land Division is intended to create the approximately 10.7 acer Roers' parcel from the existing overall parcel and to provide for dedication of rights-of-way and public utility easement for the existing overall parcel.

1st Submittal

PLZS-21-00146

RECEIVED

SEPT 7 2021

CITY OF BUCKEYE by:
WD

DEDICATIONS

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS

KNOW ALL PERSONS BY THESE PRESENTS: THAT CAREFREE BUCKEYE 29, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "ROERS AT BUCKEYE 29", A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, AS SHOWN AND PLATTED HEREON, AND DOES HEREBY PUBLISH THIS PLAT AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF BUCKEYE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.

OWNER HEREBY GRANTS TO THE PUBLIC A PERPETUAL NON-EXCLUSIVE EASEMENT IN, UPON, OVER, UNDER, THROUGH, AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER AND COVERED BY A MAINTENANCE IMPROVEMENT DISTRICT FORMED.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY AND COVERED BY A MAINTENANCE DISTRICT FORMED.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS, AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSES OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A PERPETUAL EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLES.

CAREFREE BUCKEYE 29, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER") DOES HEREBY; (1) RELEASE AND DISCHARGE THE CITY OF BUCKEYE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BUCKEYE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF BUCKEYE.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF BUCKEYE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY OF BUCKEYE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL ACTION.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS ROADWAY EASEMENT AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING STREETS AS PER THE CITY OF BUCKEYE ENGINEERING DESIGN STANDARDS.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

IN WITNESS WHEREOF, OWNERS HAVE HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS

DATED THIS _____ DAY OF _____, 20_____

BY: CAREFREE BUCKEYE 29, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
ITS: SOLE MEMBER AND MANAGER

BY: RICHARD B. WEST, III,

ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS

THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20_____, CAREFREE BUCKEYE 29, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SURVEYOR

INFINITY ENGINEERING SERVICES, LTD.
P.O. BOX 88034
PHOENIX, AZ 88034
CONTACT: BRETT NOWACKI, R.L.S.
PH: (602) 670-8635

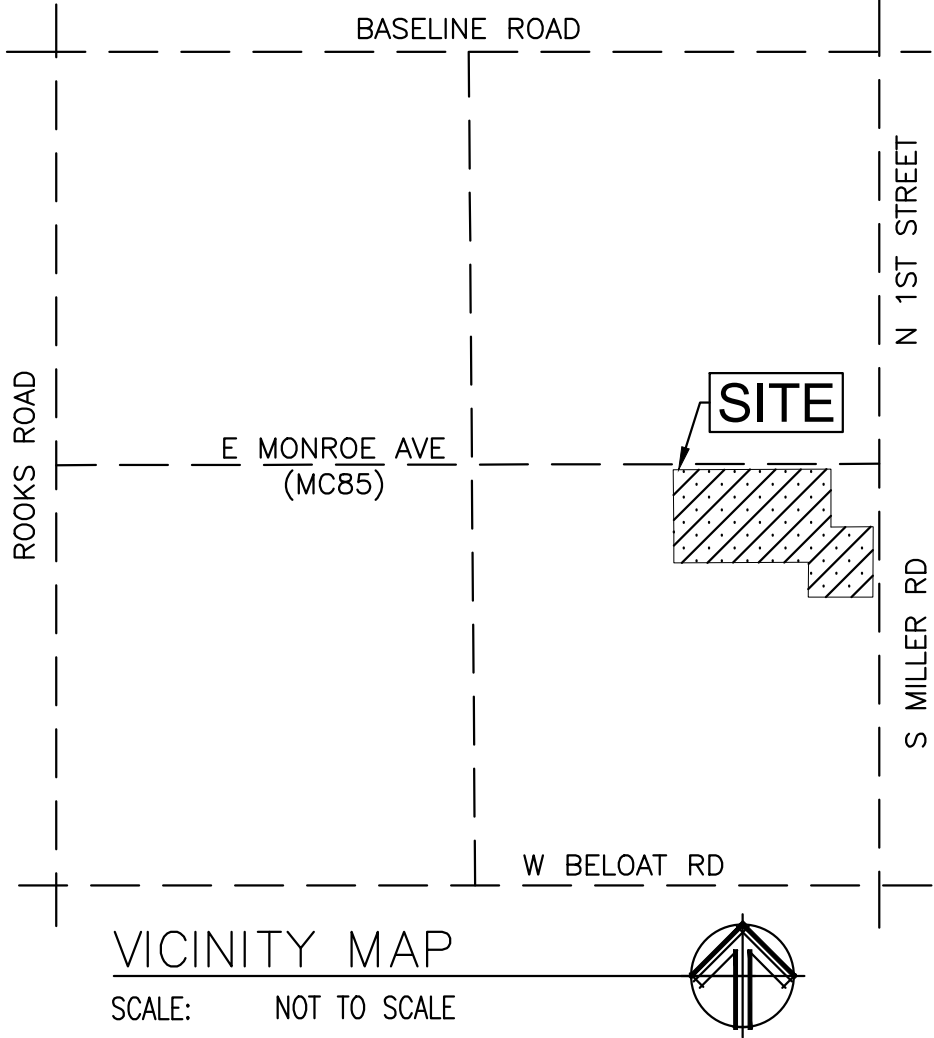
GENERAL NOTES

1. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF BUCKEYE.
2. THE ROADS DESIGNATED AS 'PRIVATE' AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED AND REPAIRED BY OWNER OR THE ASSOCIATION FORMED BY OWNER. THE CITY OF BUCKEYE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS 'PRIVATE.'
3. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF BUCKEYE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE GENERAL PLAN.
4. PURSUANT TO A.R.S. § 42-11102, THE CITY OF BUCKEYE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
5. WHERE NO PUBLIC UTILITY EASEMENT IS PROVIDED, DRY UTILITIES WILL BE LOCATED INTERNAL TO THE PROJECT SITE AND EASEMENTS PROVIDED FOR DRY UTILITIES AS REQUIRED.
6. A STREETLIGHT IMPROVEMENT DISTRICT (SLID) SHALL BE FORMED AND WILL INCLUDE ALL STREETLIGHTS WITHIN THE SUBDIVISION AND ADJACENT BORDERING ARTERIALS AND/OR COLLECTORS.
7. A MAINTENANCE IMPROVEMENT DISTRICT (MID) SHALL BE FORMED IN ACCORDANCE WITH CITY CODE CHAPTER 20 REQUIREMENTS
8. ALL NEW OF RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.
9. AT THE TIME OF DEVELOPMENT OF LOT 1, A REPLAT OF LOT 1 WILL BE REQUIRED TO DEDICATE ADDITIONAL RIGHTS OF WAY ALONG MC 85 FOR RIGHT TURN LANES.

MINOR SUBDIVISION
FOR
"ROERS AT BUCKEYE 29"

A SUBDIVISION OF A PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

3RD REVIEW
RECEIVED
OCT 12 2021
CITY OF BUCKEYE
PLANNING & ZONING
WD



FLOOD ZONE DESIGNATION

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C2580L, WITH AN EFFECTIVE DATE OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040039, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

BASIS OF BEARING

SOUTH 89 DEGREES 46 MINUTES 01 SECONDS WEST ALONG THE MID SECTION LINE OF THE SECTION 6, TOWNSHIP 1 SOUTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

CITY OF BUCKEYE COUNCIL APPROVAL

APPROVED BY THE COUNCIL OF THE CITY OF BUCKEYE, ARIZONA ON THIS _____ DAY OF _____, 20____.

BY: _____
MAYOR

ATTEST:

CITY CLERK

I CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS HAVE BEEN COMPLIED WITH.

BY: _____
BUCKEYE CITY ENGINEER DATE

BY: _____
DEVELOPMENT SERVICES DIRECTOR DATE

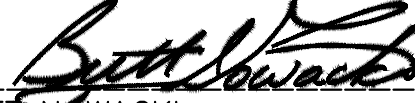
LOT AREA SUMMARY TABLE

LOT 1:	694,250.70 S.F. OR 15.94 ACRES
LOT 2:	465,082.19 S.F. OR 10.68 ACRES
R.O.W. DEDICATION	
MC 85:	83,812.19 S.F. OR 1.92 ACRES
1ST STREET:	13,516.84 S.F. OR 0.31 ACRES
TOTAL:	1,256,661.92 S.F. OR 28.85 ACRES

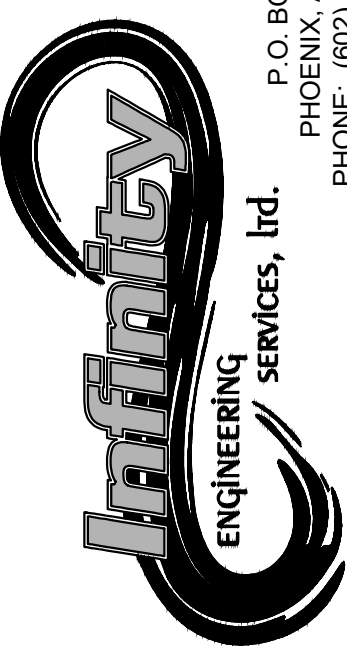
RECORDER

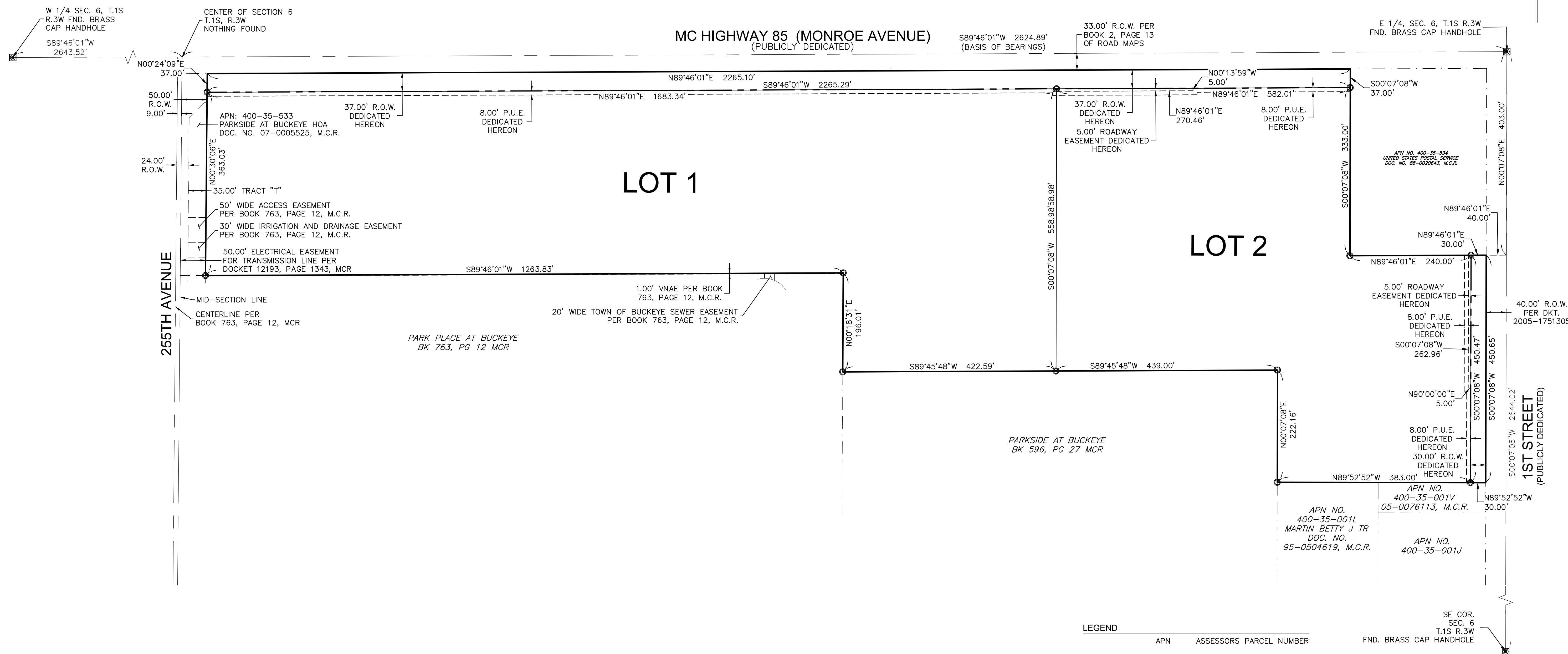
LAND SURVEYOR'S CERTIFICATION:

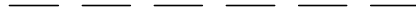
I, BRETT NOWACKI, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT CONSISTING OF 2 SHEETS CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME DURING THE MONTH OF AUGUST 2021, THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN, THAT ALL MONUMENTS EXIST OR WILL BE SET AND, THAT THEIR POSITIONS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: 
BRETT NOWACKI
REGISTERED LAND SURVEYOR # 41896

PLZS-21-00146

OWNERS			
CAREFREE BUCKEYE 29, LLC			
PREPARED FOR			
BECK CONSULTING ENGINEERS 2942 N. 24TH STREET #114 PHOENIX, AZ 85016 (602) 943-6200			
PROPERTY INFO			
A PART OF THE SOUTHEAST 1/4 OF SECTION 6, T-1S, R-3W, CITY OF BUCKEYE MARICOPA COUNTY, ARIZONA			
MINOR SUBDIVISION "ROERS AT BUCKEYE 29" COVER SHEET A PART OF THE SOUTHEAST 1/4 OF SECTION 6, T-1S, R-3W MARICOPA COUNTY, ARIZONA			
DRAWN BY:	MWB	CHECKED BY:	BLN
DATE:	08/27/21	DATE:	08/27/21
SCALE:	AS SHOWN	SCALE:	AS SHOWN
PROJECT #:	183001	PROJECT #:	183001
LAST MODIFIED:	08/27/21	LAST MODIFIED:	08/27/21
BY:	BLN	BY:	BLN
 P.O. BOX 88034 PHOENIX, AZ 85080 PHONE: (602) 670-8635			
 41896 BRETT L. NOWACKI 10/09/21 EXPIRES 3/31/23			
SHEET 1		OF 2	
PL 1			



LEGEND	
APN	ASSESSORS PARCEL NUMBER
FND	FOUND
(C)	CALCULATED
(R)	RECORDED
(M)	MEASURED
R.O.W.	RIGHT OF WAY
R.L.S.	REGISTERED LAND SURVEYOR
M.C.R.	MARICOPA COUNTY RECORDER
P.U.E.	PUBLIC UTILITY EASEMENT
BK. PG.	BOOK AND PAGE
	FND SURVEY MONUMENT
	SET REBAR W/CAP RLS41896
	SUBDIVISION PROPERTY LINE
	LOT LINE
	EASEMENT LINE
	EXISTING PROPERTY LINE
	CENTER LINE

PLZS-21-00146

OWNERS
CAREFREE BUCKEYE 29, LLC
PREPARED FOR
BECK CONSULTING ENGINEERS 2942 N. 24TH STREET #114 PHOENIX, AZ 85016 (602) 943-6200
PROPERTY INFO
A PART OF THE SOUTHEAST 1/4 OF SECTION 6, T-1S, R-3W, CITY OF BUCKEYE MARICOPA COUNTY, ARIZONA

MINOR SUBDIVISION
"ROERS AT BUCKEYE 29"
A PART OF THE SOUTHEAST 1/4 OF SECTION 6, T-1S, R-3W
MARICOPA COUNTY, ARIZONA

DRAWN BY:	MWB
CHECKED BY:	BLN
DATE:	08/27/21
SCALE:	AS SHOWN
PROJECT #:	183001
LAST MODIFIED:	08/27/21
LAST MODIFIED BY:	BLN



P.O. Box 100
PHOENIX, ARIZONA
PHONE: (602) 998-1000




SHEET **2**

OF

2

PL2

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 10/19/21	AGENDA ITEM: 6.I. PLZS-21-00121 Southeast Corner Yuma and Dean Road Final Plat
DATE PREPARED: 10/18/21	DISTRICT NO.: 3
STAFF LIAISON: Robert Busick, Planner II, rbusick@buckeyeaz.gov, (623) 349-6242	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on a final plat titled Southeast Corner of Yuma and Dean Road located in the Sundance Community Master Plan.

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

ADDITIONAL RELEVANT GOALS:

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

SUMMARY

PROJECT DESCRIPTION:

The applicant is requesting approval of a final plat consisting of 15.72 acres located at the southeast corner of Yuma and Dean Roads in Sundance. The project includes 61 single-family residential lots with an overall gross density of 3.88 dwelling units per acre. There is one minimum lot size proposed throughout the final plat area: 45'x115' (minimum 5,175 square feet). 3.32 acres (21.1%) of landscaped open space, parks, recreation areas, and trails are planned in this final plat. Additional recreational amenities are located in the adjacent units of Sundance. Approximately 4.99 acres of right-of-way are being dedicated to the City of Buckeye through this final plat. The proposal is substantially consistent with the existing development in the area, the preliminary plat approved on April 13, 2021 by the Planning and Zoning Commission case PLZS-20-00081, the Sundance Community Master Plan, and the Planning Unit Plan. Planning, Engineering, Fire, Community Services, and Public Works Departments have all approved this plat. The applicant is in the process of obtaining an a Certificate of Assured Water Supply from ADWR, per A.R.S. 9-463.01.I.; the final plat will not be recorded without this certificate being issued.

BENEFITS:

The approval of the plat will allow development of residential units in this area of the City of Buckeye.

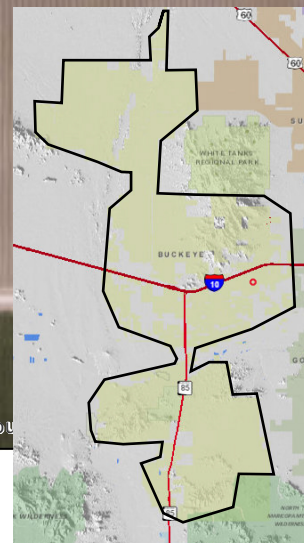
Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

[Vicinity Map.pdf](#)

[Narrative.pdf](#)

[Final Plat.pdf](#)



Maricopa County

Assessor's Office

2021 12:41:38 PM

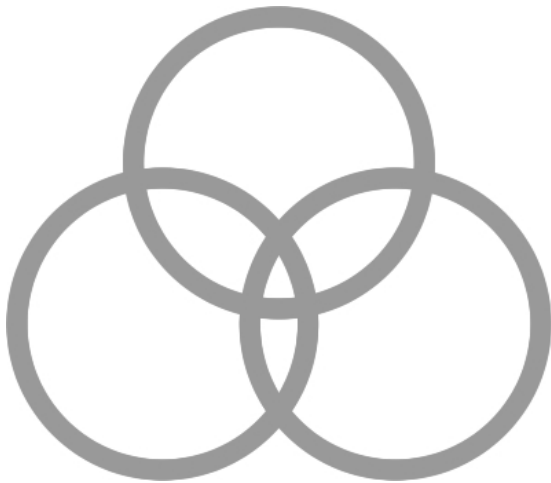
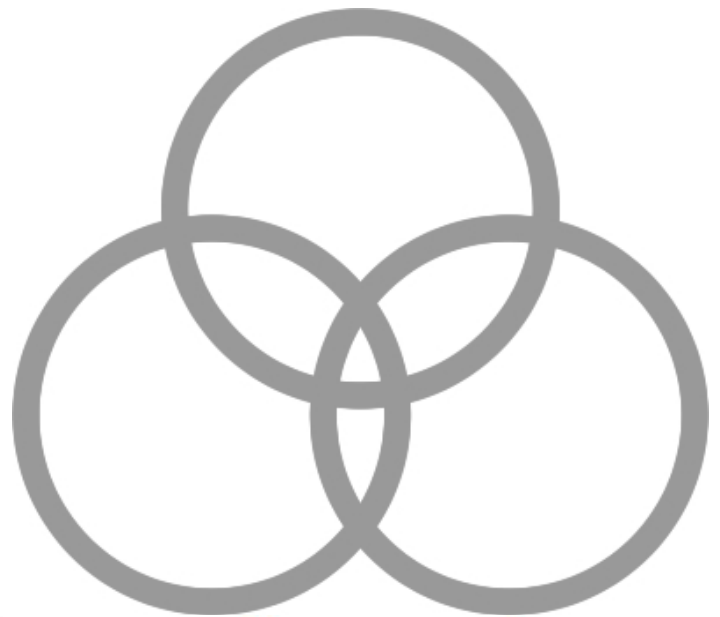
2nd Submittal

PLZS-21-00121

RECEIVED

Aug 17 2021

CITY OF BUCKEYE by:
WD



3  engineering
planning civil engineering surveying

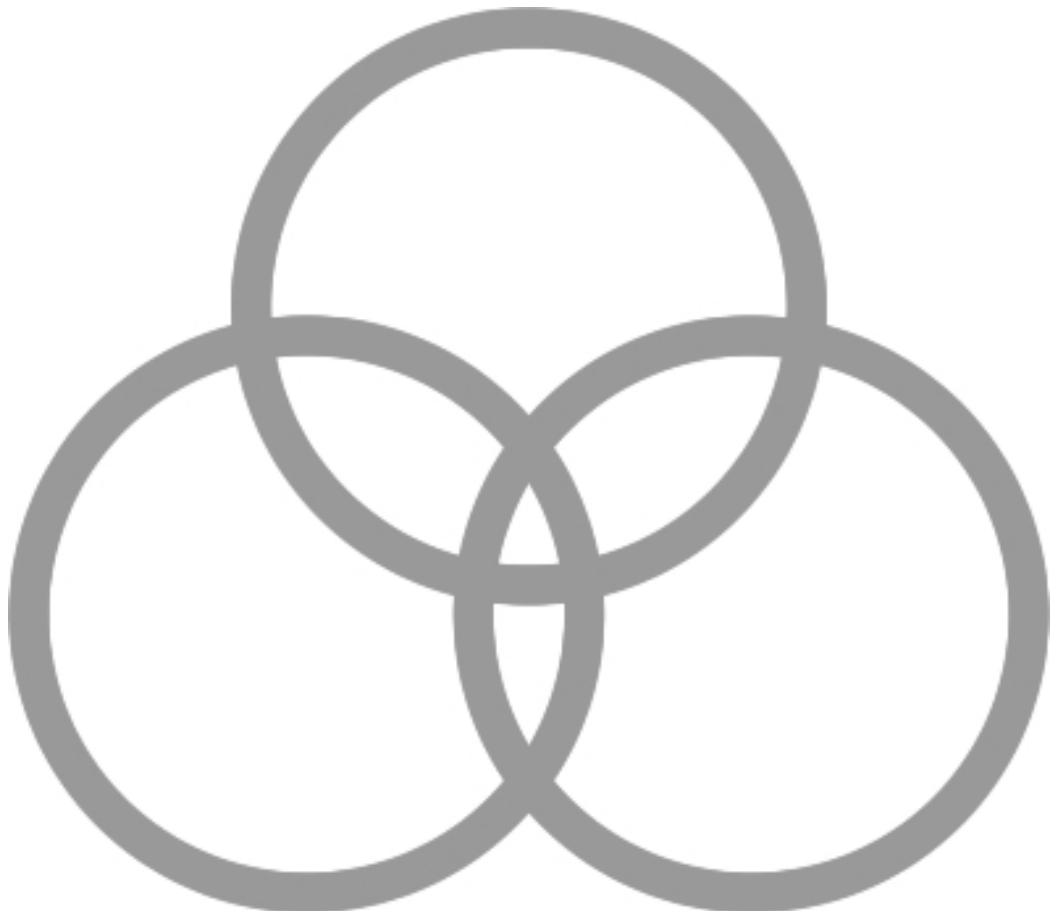
SEC Yuma & Dean

Narrative

3 engineering Job #: 5116

July 22, 2021

PLZS-21-00121



SEC YUMA & DEAN

NARRATIVE

Prepared for:

Gehan Homes
Contact: Kevin Sherrill



Expires 12/31/21

Matthew J. Mancini, P.E.

July 22, 2021

Submittal to:

City of Buckeye

Prepared by:

3 engineering, L.L.C.
6370 E. Thomas Road, Suite 200
Scottsdale, Arizona 85251
Contact: Matthew J. Mancini, P.E.

Job Number 5116

1. Narrative

The purpose of this narrative is to provide a brief description of the proposed project referred to as Yuma & Dean. The project site is located in a portion of the northwest quarter of Section 13, Township 1 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, within the City of Buckeye. The project is located South of Yuma on the East side of Dean Road. The site is bounded on the east by undeveloped land, and to the south by single family residential development.

The project consists of a 61 Lot single family residential development on approximately 15.7 acres gross. The density of the project is 3.89 DU/AC Gross. The project will consist of public onsite infrastructure that will be owned and maintained by City of Buckeye. The project proposes turn lanes on both Yuma and Dean Roads.

The project will be built as one phase.

The project will consist of 3.32 acres of open space (21.15% of gross area). Within this open space will be lush landscaping per City guidelines, along with a centralized amenity, playground, lawn and ramada area for the use and benefit of the development residents.

This application is consistent with the approved preliminary plat.

Consideration of this project is greatly appreciated. We look forward to enhancing the City with this project, and to working in conjunction with the City on this project.

FINAL PLAT
FOR
SEC YUMA ROAD & DEAN ROAD

LOCATED IN A PORTION SECTION 13, TOWNSHIP 1 NORTH, RANGE 3 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION:

STATE OF ARIZONA)
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT GEHAN HOMES OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, "OWNER", HAS SUBDIVIDED UNDER THE NAME "SEC YUMA ROAD & DEAN ROAD", A SUBDIVISION LOCATED IN A PORTION OF SECTION 13 TOWNSHIP 1 NORTH, AND RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "SEC YUMA ROAD & DEAN ROAD", AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF BUCKEYE FEE TITLE TO ALL PUBLIC RIGHT-OF-WAYS AS SHOWN ON THE PLAT.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS AS PER THE ENGINEERING DESIGN STANDARDS.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHT-OF-WAYS, INCLUDING; LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS ROADWAY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING STREETS AS PER THE CITY OF BUCKEYE ENGINEERING DESIGN STANDARDS.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE AN EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SEWER EASEMENT AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC SEWER SYSTEMS.

GEHAN HOMES OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, "OWNER", DOES HEREBY; (1) RELEASE AND DISCHARGE THE CITY OF BUCKEYE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BUCKEYE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF BUCKEYE.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHT-OF-WAYS, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF BUCKEYE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY OF BUCKEYE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL ACTION.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF ____, 2021.

GEHAN HOMES OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

ACKNOWLEDGEMENT:

STATE OF ARIZONA)
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____, 2021, BY ____ OF GEHAN HOMES OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT HE, AS SUCH OFFICER, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____ MY COMMISSION EXPIRES: _____ DATE _____
NOTARY PUBLIC

APPROVAL BLOCK:

APPROVED BY THE COUNCIL OF THE CITY OF BUCKEYE ON THIS ____ DAY OF ____, 2021.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

I CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS HAVE BEEN COMPLIED WITH:

BY: _____ DATE _____
BUCKEYE CITY ENGINEER

BY: _____ DATE _____
DEVELOPMENT SERVICES DIRECTOR

NOTES:

1. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF BUCKEYE.

2. IN ACCORDANCE WITH ARS 9-461.07, THE CITY OF BUCKEYE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE GENERAL PLAN.

3. PURSUANT TO A.R.S. 42-11102, THE CITY OF BUCKEYE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.

4. THIS SITE CONSISTS OF A TOTAL OF 61 LOTS, AND 8 TRACTS IN THE PC ZONING DISTRICT.

5. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED ON APRIL 13, 2021 UNDER CASE #PLZS-20-00081

6. THIS SUBDIVISION WAS ISSUED A CERTIFICATE OF ASSURED WATER SUPPLY BY ARIZONA DEPARTMENT OF WATER RESOURCES ON _____ WITH ADWR CERTIFICATE # _____

7. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION TO BE PLANTED OR BE ALLOWED TO GROW WITHIN ANY DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH EASEMENTS.

8. FINAL PLAT APPROVAL BY THE CITY IS CONDITIONAL AND SUBJECT TO FINANCIAL ASSURANCES BEING IN PLACE FOR ALL IMPROVEMENTS AS SHOWN ON THE APPROVED PLANS. THE CITY WILL NOT RECORD ANY PLATS UNTIL SUCH TIME FINANCIAL ASSURANCES ARE IN PLACE. IF AFTER 180 DAYS FROM CITY COUNCIL APPROVAL THE FINAL PLAT HAS NOT BEEN RECORDED, THEN IT SHALL BE NULL AND VOID. A VALID PRELIMINARY PLAT NEEDS TO BE IN PLACE PRIOR TO APPROVAL OF ANY FINAL PLAT ASSOCIATED WITHIN THE PROJECT IN ACCORDANCE WITH THE DEVELOPMENT CODE. THE SIGNED PLAT WILL NOT BE SUBMITTED TO THE CITY FOR SIGNATURE AND RECORDING UNTIL FINANCIAL ASSURANCES ARE IN PLACE.

9. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.

10. IT IS ACKNOWLEDGED THAT THIS PROPERTY WILL BE PART OF A PARKWAY MAINTENANCE IMPROVEMENT DISTRICT (MID) AND STREET LIGHTING IMPROVEMENT DISTRICT (SLID) AT THE TIME THAT IT IS DEVELOPED, IN ACCORDANCE WITH BUCKEYE ORDINANCES 43-05 AND 42-06.

LEGAL DESCRIPTION:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 13 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 THE NORTHWEST CORNER OF SAID SECTION 13 FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 13 BEARS SOUTH 00 DEGREES 16 MINUTES 45 SECONDS WEST A DISTANCE OF 2615.62 FEET;

THENCE NORTH 89 DEGREES 50 MINUTES 44 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 13 A DISTANCE OF 1735.07 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 50 MINUTES 44 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 13 A DISTANCE OF 731.52 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 12 SECONDS EAST A DISTANCE OF 173.73 FEET;

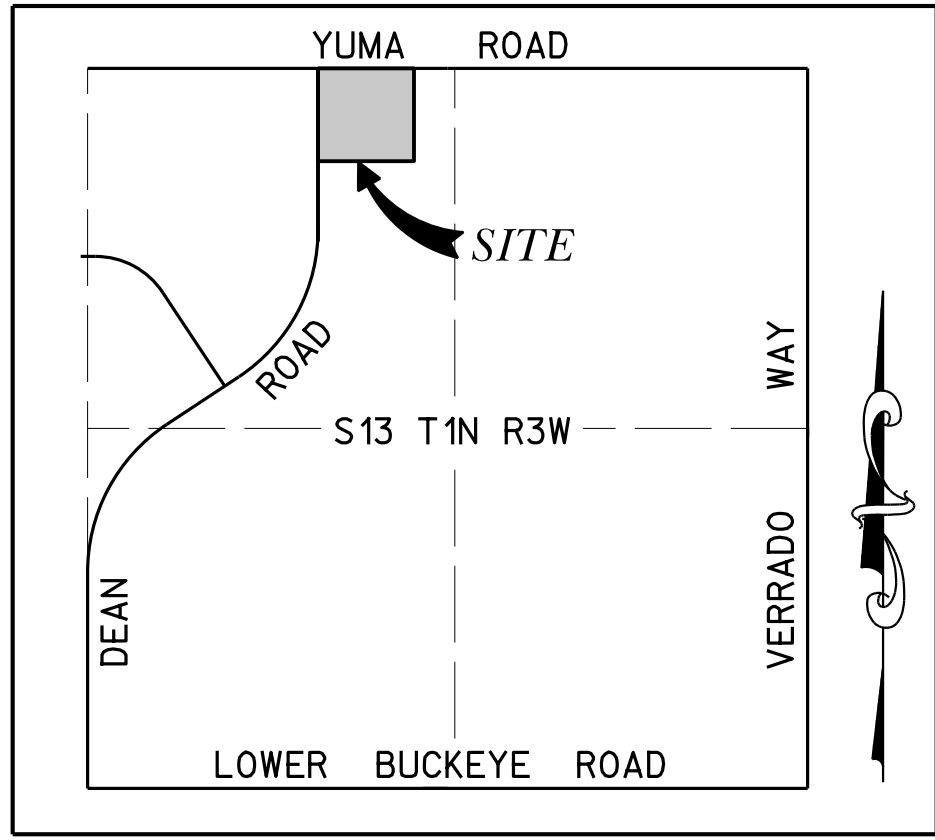
THENCE NORTH 89 DEGREES 55 MINUTES 29 SECONDS EAST A DISTANCE OF 110.00 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 12 SECONDS WEST A DISTANCE OF 173.88 FEET TO A POINT ALONG THE NORTH LINE OF SAID SECTION 13;

THENCE NORTH 89 DEGREES 50 MINUTES 44 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 13 A DISTANCE OF 72.96 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 13;

THENCE SOUTH 00 DEGREES 04 MINUTES 51 SECONDS WEST A DISTANCE OF 768.98 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 29 SECONDS WEST A DISTANCE OF 917.11 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 39 SECONDS EAST A DISTANCE OF 767.73 FEET TO THE TRUE POINT OF BEGINNING;



VICINITY MAP

N.T.S.

OWNER/DEVELOPER:

GEHAN HOMES OF ARIZONA, LLC
1501 W. FOUNTAINHEAD PKWY.
SUITE 150
TEMPE, ARIZONA 85282

CONTACT: KEVIN SHERRILL
PHONE: (480) 662-5054

ENGINEER:

3 ENGINEERING
6370 E. THOMAS ROAD, SUITE 200
SCOTTSDALE, ARIZONA 85251

CONTACT: MATTHEW J. MANCINI, P.E.
PHONE: (602) 334-4387
EMAIL: MATT@ENGINEERING.COM

SURVEYOR:

3 ENGINEERING
6370 E. THOMAS ROAD, SUITE 200
SCOTTSDALE, ARIZONA 85251

CONTACT: JIM LOFTIS, RLS
PHONE: (602) 334-4387

BENCHMARK:

SOUTH 1/4 CORNER SECTION 13
BRASS CAP IN HANDHOLE
GDACS 50561-1
EL.=983.49 NAVD '88

BASIS OF BEARING:

BASIS OF BEARING IS ALONG THE MONUMENT LINE OF DEAN ROAD AS SHOWN ON MAP OF DEDICATION FOR SUNDANCE PHASE 2D RECORDED IN BOOK 711 OF MAPS, PAGE 24, M.C.R. BEING N00°16'39"E WITH A DISTANCE OF 1129.92 FEET.

FLOODPLAIN NOTE:

THE PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING FLOOD ZONE X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE MAP NO. 04013C2120L, WITH A REVISION DATE OF OCTOBER 16, 2013 FOR COMMUNITY NO. 040039, IN THE CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

INDEX OF SHEETS	
	DESCRIPTION
PT01	COVER SHEET
PT02	KEY MAP & TABLES
PT03	FINAL PLAT SHEET

SURVEYOR CERTIFICATION:

I, JIM LOFTIS, RLS HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT CONSISTING OF 3 SHEETS CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME DURING THE MONTH OF MAY, 2020. THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN, THAT ALL MONUMENTS EXIST OR WILL BE SET AND, THAT THEIR POSITIONS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

REGISTERED LAND SURVEYOR
ADDRESS: 6370 E. THOMAS ROAD
SUITE # 200
SCOTTSDALE, ARIZONA 85251
TELEPHONE: (602) 334-4387
EXPIRES: 9/30/2022
9/15/21
DATE
26404
JAMES A. LOFTIS
9/15/2021
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 26404
JAMES A. LOFTIS
9/15/2021

FINAL PLAT FOR
SEC YUMA RD & DEAN RD

PLZS-21-00121

COVER SHEET
FINAL PLAT
FOR
SEC YUMA RD & DEAN RD

300engineering
planning civil engineering surveying

3 ENGINEERING, LLC
6370 E. THOMAS ROAD
SUITE # 200
SCOTTSDALE, ARIZONA 85251
PHONE: (602) 334-4387
FAX: (602) 490-3220
WWW.3ENGINEERING.COM

DRAWN BY: MATTHEW M.

PROJECT NO.
5116

DATE: 9/15/21

SHEET NO.
PT01
1 of 3

LOT TABLE		
LOT#	AREA (SF)	AREA (ACRES)
1	4,605	0.11
2	5,198	0.12
3	5,198	0.12
4	5,198	0.12
5	5,198	0.12
6	5,198	0.12
7	5,188	0.12
8	5,566	0.13
9	10,038	0.23
10	9,128	0.21
11	4,993	0.12
12	5,198	0.12
13	5,198	0.12
14	5,198	0.12
15	5,198	0.12
16	5,198	0.12
17	5,198	0.12
18	4,571	0.11
19	5,175	0.12
20	5,175	0.12
21	5,175	0.12
22	5,175	0.12
23	5,175	0.12
24	5,175	0.12
25	5,175	0.12
26	5,175	0.12
27	5,175	0.12
28	5,175	0.12
29	5,175	0.12
30	5,175	0.12
31	5,175	0.12
32	5,175	0.12
33	5,175	0.12
34	5,175	0.12
35	5,175	0.12
36	5,175	0.12
37	5,161	0.12
38	5,175	0.12
39	5,175	0.12
40	5,175	0.12
41	5,033	0.12
42	5,194	0.12
43	5,201	0.12
44	5,208	0.12
45	5,214	0.12
46	5,221	0.12
47	5,228	0.12
48	4,969	0.11
49	5,067	0.12
50	4,941	0.11
51	5,197	0.12
52	5,198	0.12
53	5,198	0.12
54	5,198	0.12
55	5,198	0.12
56	5,198	0.12
57	5,198	0.12
58	5,198	0.12
59	5,198	0.12
60	4,661	0.12
61	4,661	0.12

AREA TABLE		
LOT AREA	7.41 ACRES	
TRACT AREA	3.32 ACRES	
R/W AREA	4.99 ACRES	
TOTAL AREA	15.72 ACRES	

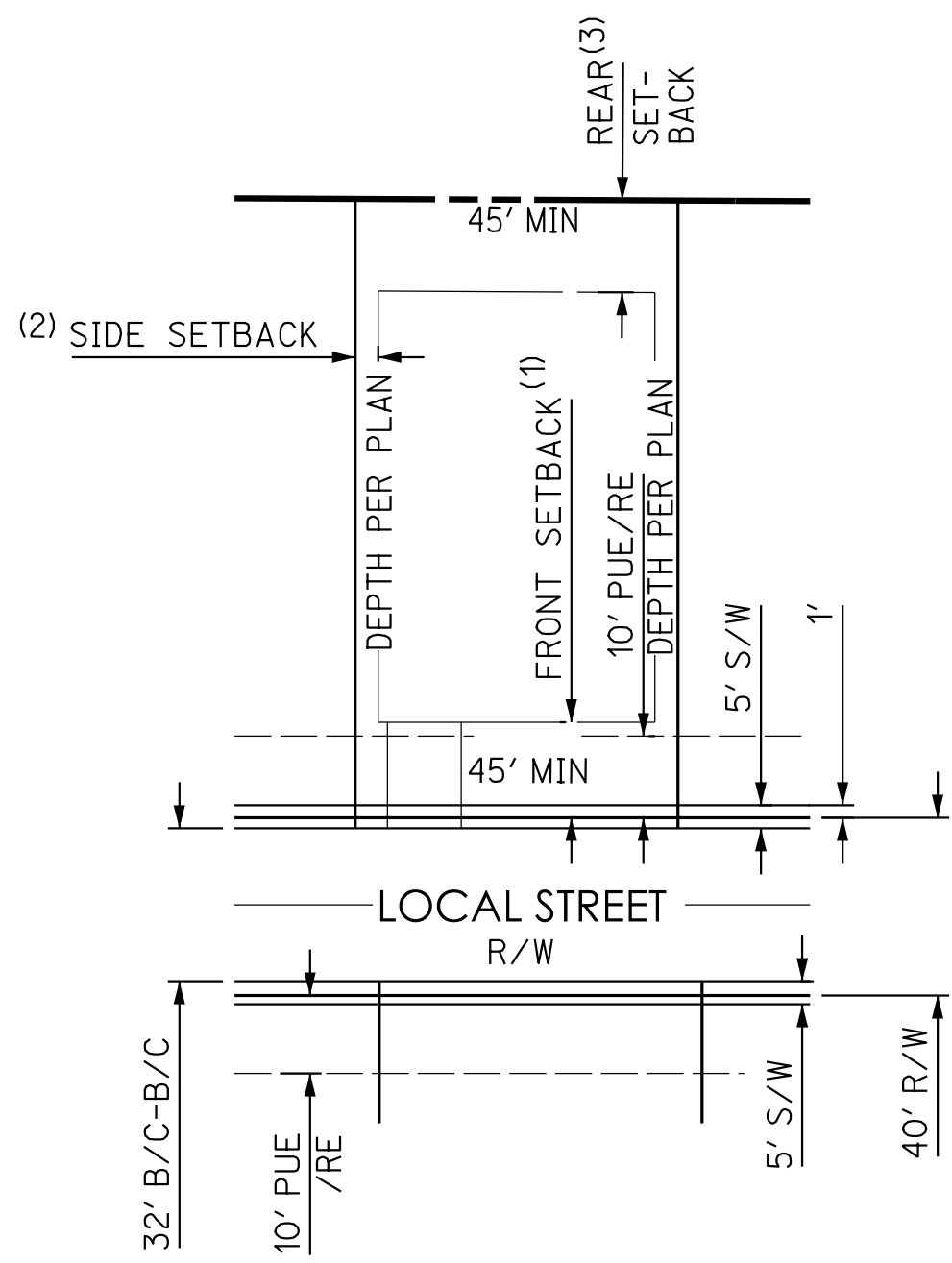
R/W AREA TABLE		
YUMA RD.	1.42 ACRES	
DEAN RD.	0.90 ACRES	
215TH DR.	0.60 ACRES	
YAVAPAI ST.	0.56 ACRES	
216TH AVE.	0.38 ACRES	
215TH LN.	0.36 ACRES	
PAPAGO ST.	0.77 ACRES	
TOTAL	4.99 ACRES	

TRACT AREA AND USE TABLE		
TRACT	AREA	USE
A	0.40 AC	LANDSCAPE, RETENTION, DRAINAGE
B	0.41 AC	LANDSCAPE, RETENTION, DRAINAGE, SEWER ESMT.
C	0.26 AC	LANDSCAPE, RETENTION, DRAINAGE
D	0.49 AC	LANDSCAPE, RETENTION, DRAINAGE
E	0.18 AC	LANDSCAPE, DRAINAGE
F	0.11 AC	LANDSCAPE, DRAINAGE
G	1.30 AC	LANDSCAPE, RETENTION, DRAINAGE, AMENITY, PEDESTRIAN ACCESS
H	0.17 AC	LANDSCAPE, RETENTION, DRAINAGE FUTURE RIGHT-OF-WAY
TOTAL	3.32 AC	

CURVE TABLE					
NO.	RADIUS	ARC	DELTA	CHORD-BEARING	CHORD
1	55.00	23.63	024° 37' 12"	N77° 45' 55.0" W	23.45
2	55.00	133.33	138° 53' 14"	S45° 06' 04.0" W	103.00
3	55.00	23.63	024° 37' 12"	S12° 01' 57.0" E	23.45
4	100.00	31.76	018° 11' 41"	N80° 49' 38.5" E	31.62
5	100.00	31.76	018° 11' 41"	N80° 49' 38.5" E	31.62
6	55.00	23.63	024° 37' 12"	S77° 45' 55.0" E	23.45
7	55.00	133.33	138° 53' 14"	N45° 06' 04.0" E	103.00
8	55.00	23.63	024° 37' 12"	N12° 01' 57.0" W	23.45
9	55.00	23.63	024° 37' 11"	N12° 35' 14.5" E	23.45
10	55.00	131.83	137° 19' 30"	N43° 45' 55.0" W	102.46

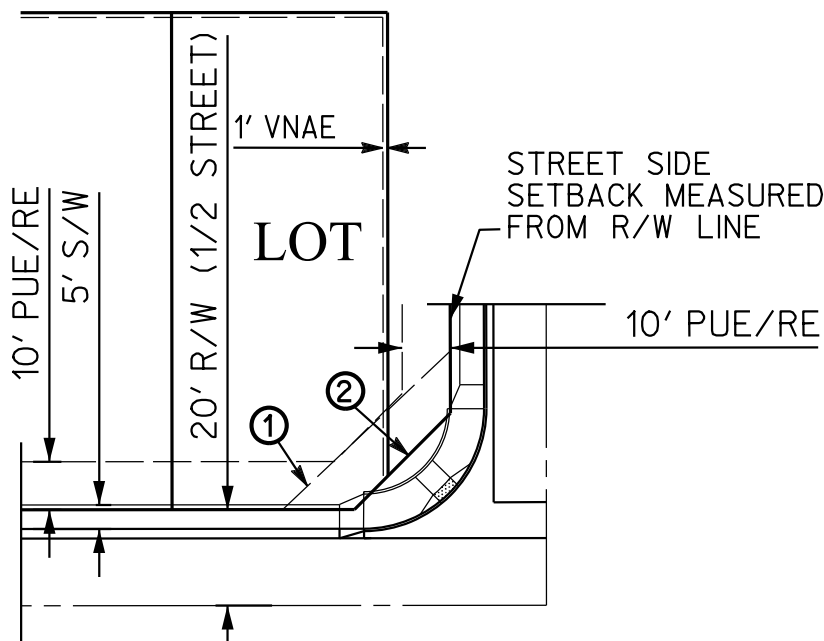
TABLE II - 3: RANGE OF RESIDENTIAL DEVELOPMENT STANDARDS					
MIN. LOT AREA	MIN. LOT WIDTH	MIN. FRONT SETBACK LIVING AREA, FRONT ENTRY GARAGE, SIDE ENTRY GARAGE	MIN. REAR YARD SETBACK	MIN. SIDE YARD SETBACK/ MIN. AGGREGATE SETBACK ON BOTH SIDE YARDS	MIN. LOT COVERAGE
S.F.	FT.	FT.	FT.	FT. (3,4)	% (5)
4,500	45	12,18,10	15	5/10	60

- (3) ADD 5 FT. ADDITIONAL SETBACK FOR SIDE YARD ABUTTING PUBLIC STREET.
- (4) ON ANY SIDE SHALL BE MINIMUM 5 FT. ON SIDE, 10 FT. ON SIDE YARD ABUTTING STREET.
- (5) LOT COVERAGE EXCLUDES AREA FOR PORCHES AND PATIOS BUT INCLUDES GARAGES.



TYPICAL LOT LAYOUT - 45' WIDE MIN.

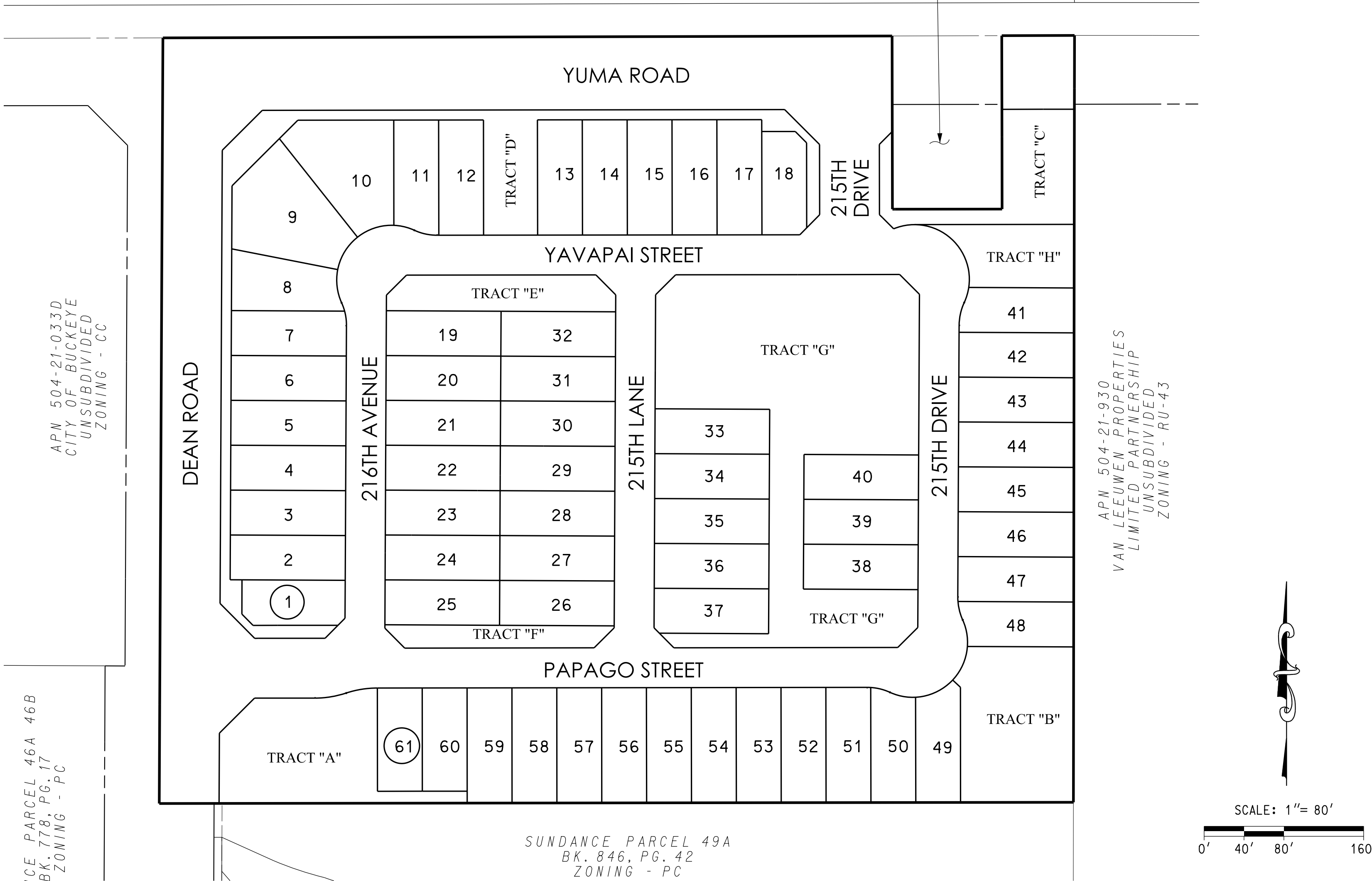
- (1) FRONT SETBACK:
12' LIVEABLE
18' GARAGE (FRONT ENTRY)
10' GARAGE (SIDE ENTRY)
- (2) 5' MIN. (SIDE TO SIDE) (STREET SIDE MIN. IS 10')
- (3) REAR SETBACK: 15'



CORNER LOT DETAIL

- ① 33'x33' SIGHT TRIANGLE
- ② RIGHT OF WAY CHAMFER
- NOTE: SAME SETBACKS APPLY. NO STRUCTURES WITHIN SIGHT TRIANGLE

PLZS-21-00121



- LEGEND:**
- SECTION MONUMENTATION - AS NOTED
 - SUBDIVISION CORNER - AS NOTED TO BE SET AT COMPLETION OF CONSTRUCTION
 - SUBDIVISION BOUNDARY
 - PARCEL/TRACT/RIGHT OF WAY LINE
 - CENTERLINE
 - EASEMENT LINE
 - ADJACENT R/W LINE
 - ADJACENT PARCEL LINE
 - SECTION LINE
 - EX. EASEMENT LINE
 - PUE PUBLIC UTILITY EASEMENT
 - RE ROADWAY EASEMENT

- R/W RIGHT-OF-WAY
- VNAE VEHICULAR NON-ACCESS EASEMENT
- C1 CURVE NUMBER
- STREET MONUMENT - BRASS CAP PER MAG 120-1 TYPE B - UNLESS OTHERWISE NOTED TO BE SET AT COMPLETION OF CONSTRUCTION
- M.C.R. MARICOPA COUNTY RECORDS
- MAG MARICOPA ASSOCIATION OF GOVERNMENTS
- A.P.N. ASSESSOR'S PARCEL NUMBER
- ① 33'x33' SIGHT TRIANGLE

SCALE: 1"= 80'

FINAL PLAT FOR
SEC YUMA RD & DEAN RD

KEYMAP & TABLES
FINAL PLAT
FOR
SEC YUMA RD & DEAN RD

300engineering
planning civil engineering surveying

3 ENGINEERING, LLC
6370 E. THOMAS ROAD
SUITE # 250
SCOTTSDALE, ARIZONA 85251
PHONE: (602) 334-4387
FAX: (602) 490-3220
WWW.3ENGINEERING.COM

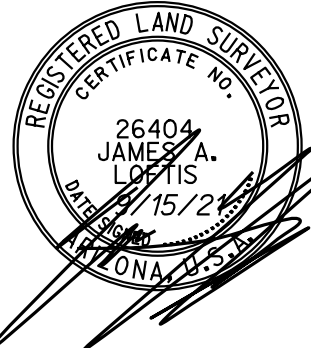
DRAWN BY: MATTHEW M.

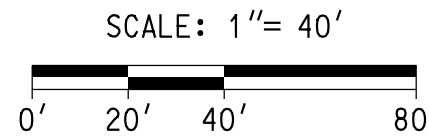
PROJECT NO.
5116

DATE: 9/15/21

SHEET NO.
PT02
2 of 3

EXPIRES: 9/30/2022





FINAL PLAT FOR
SEC YUMA RD & DEAN RD

FINAL PLAT SHEET
FINAL PLAT
FOR
SEC YUMA RD & DEAN RD

300engineering

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PROJECT NO.
5116

DATE: 9/15/21

SHEET NO.
PT03
3 of 3

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

MEETING DATE: 10/19/21	AGENDA ITEM: 7.A. CRE-Commerce AZ Public Infrastructure Reimbursement Agreement
DATE PREPARED: 10/18/21	DISTRICT NO.: 3
STAFF LIAISON: Paul Lopez, Deputy City Engineer, plopez@buckeyeaz.gov, (623) 349-6204; 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. 68-21 approving the Public Infrastructure Reimbursement Agreement between the City of Buckeye and CRE-Commerce AZ Owner, LLC, a Delaware limited liability company, relating to reimbursement of costs for regional public infrastructure to be constructed by CRE-Commerce AZ 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:

CRE-Commerce AZ is the owner of approximately 72 acres at the northwest corner of Miller Road and Lower Buckeye Road and plans to construct a new +/- 860,000 square foot speculative industrial building. The public infrastructure to be constructed and installed by Owner, while necessary to serve development, also include 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.

CRE-Commerce AZ agrees to design, engineer, permit, construct and install the following regional public infrastructure improvements; roadway widening and intersection improvements, new traffic signals, curb and gutter, curb returns, pedestrian ramps, new pavement, and signing and marking. Owner shall begin construction of the infrastructure no later than February 1, 2022 and be operational no later than April 1, 2022. 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 \$923,214.83.

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

CURRENT FISCAL YEAR TOTAL COST:

Reimbursement amount is not to exceed \$923,214.83 to be paid out in FY22/23 at such time that the terms of the agreement have been met.

BUDGETED:

No

FISCAL YEAR:

FY 22/23

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

ATTACHMENTS:

[CRE-Commerce PIRA.pdf](#)

[RES 68-21 CRE-Commerce AZ 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**

BETWEEN

THE CITY OF BUCKEYE

AND

**CRE-COMMERCE AZ OWNER, LLC, a
Delaware limited liability company**

[10 West - Miller Road and Lower Buckeye Road, Buckeye, Arizona]

DATED October 19, 2021

**PUBLIC INFRASTRUCTURE
REIMBURSEMENT AGREEMENT
[10 West/Miller Road and Lower Buckeye Road]**

1. **Date.** The date of this Public Infrastructure Reimbursement Agreement ("***Agreement***") is October 19, 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) CRE-COMMERCE AZ OWNER, LLC
c/o Creation Management, LLC
Attention: David E. Sellers
1200 N. 52nd Street
Phoenix, Arizona 85008
Telephone: 480-966-4001

("***Owner***")

3. **Background.** The following is the background to this Agreement:

(a) Owner is the owner certain real property generally located at the northwest corner of Miller Road and Lower Buckeye Road in the City of Buckeye, consisting of approximately 72 acres (the "***Land***"). The Land is legally described on **Exhibit A** and depicted on **Exhibit B**, each of which are attached hereto and incorporated herein by reference.

(b) Owner intends to develop the Land as a as a speculative industrial facility with total space of approximately 860,000 square feet and a total investment in such facility of approximately Sixty Million and No/100 Dollars (\$60,000,000.00).

(c) Owner and the City are parties to an economic development agreement in connection with development of the Land in which Owner has agreed, among other things, to complete construction of Road Improvements (as defined in said agreement) as consideration in exchange for receiving certain incentives by the City, all pursuant to the terms and conditions of said agreement which is dated December 15, 2020 and recorded on December 23, 2020 at document number 20201273159 in the official records of the Maricopa County Recorder (the "***Economic Development Agreement***").

(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 that are not obligations in the Economic Development

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.

(g) Owner covenants and agrees that the Infrastructure for which Owner is seeking reimbursement pursuant to this Agreement does not include any costs in connection with Owner's obligation to construct the Road Improvements (as that term is defined in the Economic Development Agreement) pursuant to the terms and conditions of the Economic Development 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***" and will be delivered no later than sixty (60) days after the City's receipt of a complete and City-approved verification submittal by Owner.

Agreement 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.

(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, at no cost to the City, 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. The recitals set forth above in Section 3 of this Agreement are acknowledged and agreed to by the parties and are incorporated herein by this reference.

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: roadway widening and intersection improvements, new traffic signals, curb and gutter, curb returns, pedestrian ramps, new pavement, raised medians and signing and marking (collectively, the “***Infrastructure***”). The Infrastructure is depicted on **Exhibit C** attached hereto and incorporated by this reference. Owner shall commence construction of the

Infrastructure no later than February 1, 2022, and construction and installation of the Infrastructure shall be completed by Owner, with operational traffic signals, all in accordance with City requirements and approved plans, no later than April 1, 2022. 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 Hundred Twenty-Three Thousand Two Hundred Fourteen and 83/100 Dollars (\$923,214.83) (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 February 1, 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 commences construction of the Infrastructure by February 1, 2022, but construction of the Infrastructure is not completed, including operational traffic signals, in accordance with City requirements and approved plans by April 1, 2022, or if an interim remedy for traffic operations approved by the City Engineer is not completed and in place by April 1, 2022, 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

(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 Twenty-Three Thousand Two Hundred Fourteen and 83/100 Dollars (\$923,214.83). Payment will be made to Owner by the City pursuant to the provisions of Section 7(b) of this Agreement.

(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) 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 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 is 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 Maricopa 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 : CRE-COMMERCE AZ OWNER, LLC

c/o Creation Management, LLC
 Attention: David E. Sellers
 1200 N. 52nd Street
 Phoenix, Arizona 85008

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

Legal Description of the Land
 Depiction of the Land

Exhibit C

Depiction of Improvements

Exhibit D

Owner's Engineer's Estimate of Cost of
Infrastructure

Exhibit E

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 as of the Effective Date.

[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

CRE-COMMERCE AZ OWNER, LLC,
a Delaware limited liability company

DocuSigned by:
David Sellers
By: 607727E912D14CA
David E. Sellers
Its: Authorized Agent

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 11th day of Oct, 2021, personally appeared David E. Sellers, 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 the above Public Infrastructure Reimbursement Agreement on behalf of CRE-COMMERCE AZ OWNER, LLC, a Delaware limited liability company.

I certify under PENALTY OF PERJURY under the laws of Arizona that the foregoing paragraph is true and correct.



Kayla S. Miller
Notary Public in and for Arizona

My Commission Expires: 12/4/23

**EXHIBIT A
TO
PUBLIC INFRASTRUCTURE
REIMBURSEMENT AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
CRE-COMMERCE AZ OWNER, LLC**

[Legal Description of Land]

See following page(s).

**EXHIBIT A
10 WEST
LOT 2
LEGAL DESCRIPTION**

A portion of the parcel as described in Document 1997-0613744, Maricopa County records, being situated within the Southeast Quarter of Section 18, 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 3 inch Maricopa County Highway Department brass cap in hand hole accepted as the Southeast corner of said Section 18, from which a found 3 inch Maricopa County Highway Department brass cap in hand hole accepted as the East Quarter corner thereof bears North 00°15'25" East, 2627.26 feet;

Thence North 00°15'25" East, 1313.63 feet along the east line of said Southeast Quarter to the Northeast corner of the South Half of said Southeast Quarter;

Thence North 89°38'43" West, 65.00 feet along the north line of said South Half of the Southeast Quarter to the west line of the east 65.00 of said Southeast Quarter being the **POINT OF BEGINNING**;

Thence South 00°15'25" West, 1180.69 feet along said west line, being the westerly Right of Way line of Miller Road, to the north Right of Way line of Lower Buckeye road;

Thence along said Right of Way line, North 89°44'35" West, 15.00 feet;

Thence continuing along said Right of way line, South 45°16'25" West, 56.55 feet to the north line of the south 93.00 feet of said Southeast Quarter;

Thence along said north line, being said north Right of Way line, North 89°42'31" West, 253.93 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 1150.00 feet;

Thence southwesterly along said curve, through a central angle of 15°41'45", an arc length of 315.04 feet to a tangent line;

Thence South 74°35'44" West, 185.26 feet along said north Right of Way line to the south line of said Document 1997-0613744, also being the south line of said Southeast Quarter;

Thence along said south line, North 89°42'31" West, 1774.39 feet to a found bar with cap RLS 42014 accepted as the South Quarter corner of said Section 18;

Thence North 00°09'44" East, 1316.56 feet along the west line of said Document 1997-0613744, also being the west line of said Southeast Quarter, to the Northwest corner of said South Half of the Southeast Quarter;

Thence along said north line of the South Half of the Southeast Quarter, South 89°38'43" East, 2575.01 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 3,325,911 sq. ft. (76.3524 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.

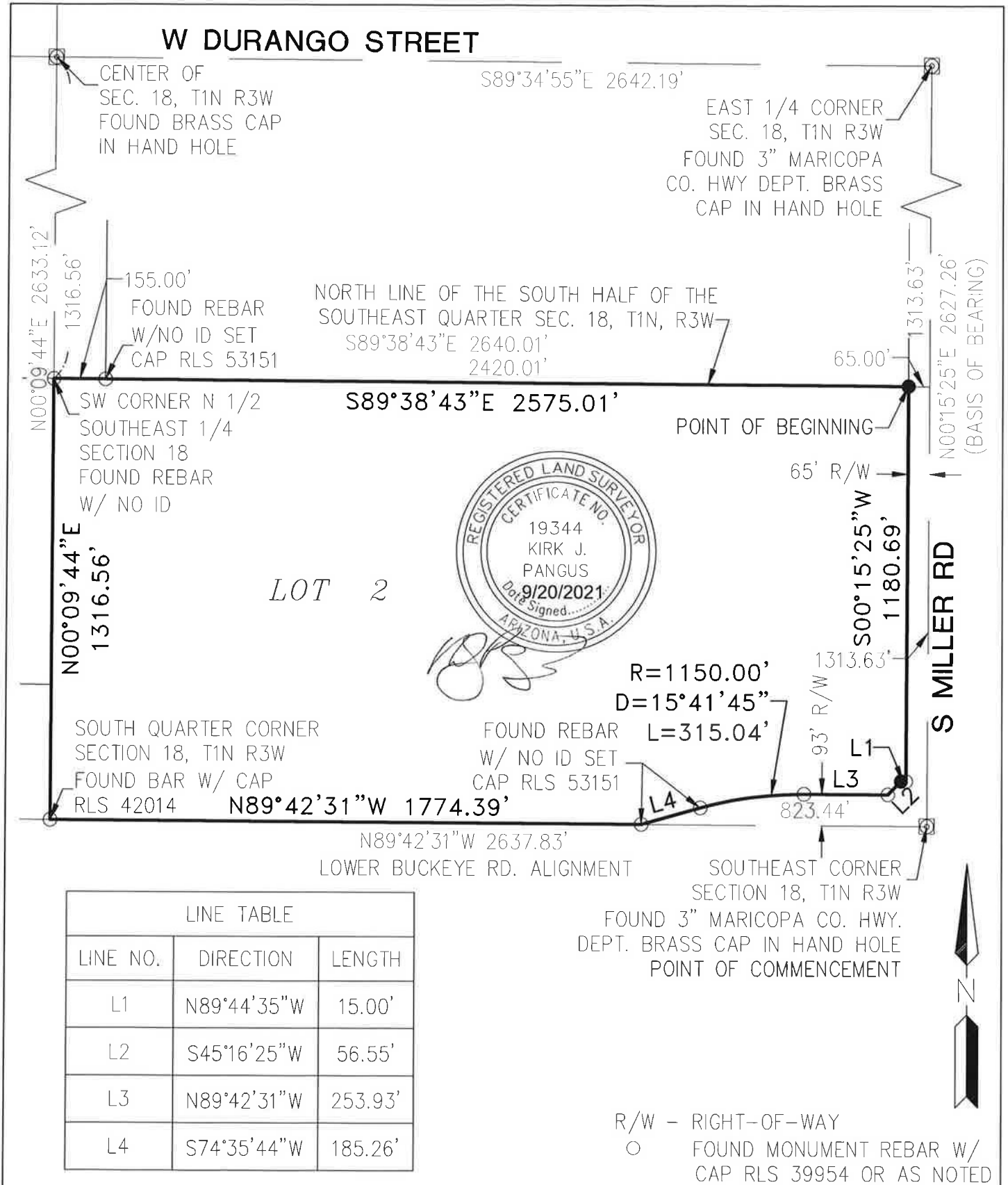
Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 2252
Date: September 2021



**EXHIBIT B
TO
PUBLIC INFRASTRUCTURE
REIMBURSEMENT AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
CRE-COMMERCE AZ OWNER, LLC**

[Depiction of Land]

See following page(s).



PROJ.NO.: 2252
DATE: SEPT. 2021
SCALE: N.T.S.
DRAWN BY: JHVD/JDL
CHECKED BY: KJP

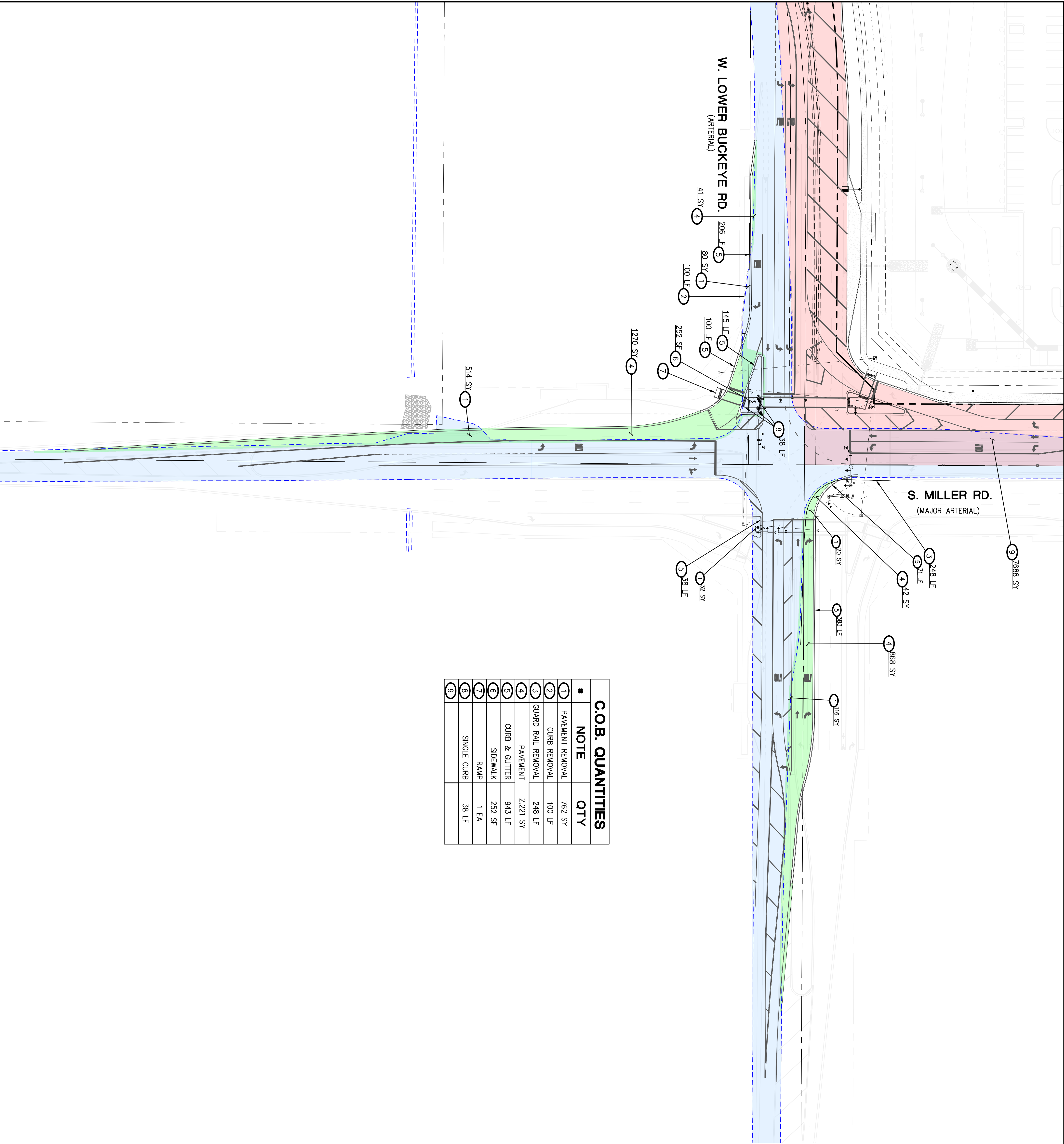
10 WEST
LOT 2
BUCKEYE, ARIZONA
EXHIBIT B

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

**EXHIBIT C
TO
PUBLIC INFRASTRUCTURE
REIMBURSEMENT AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
CRE-COMMERCE AZ OWNER, LLC**

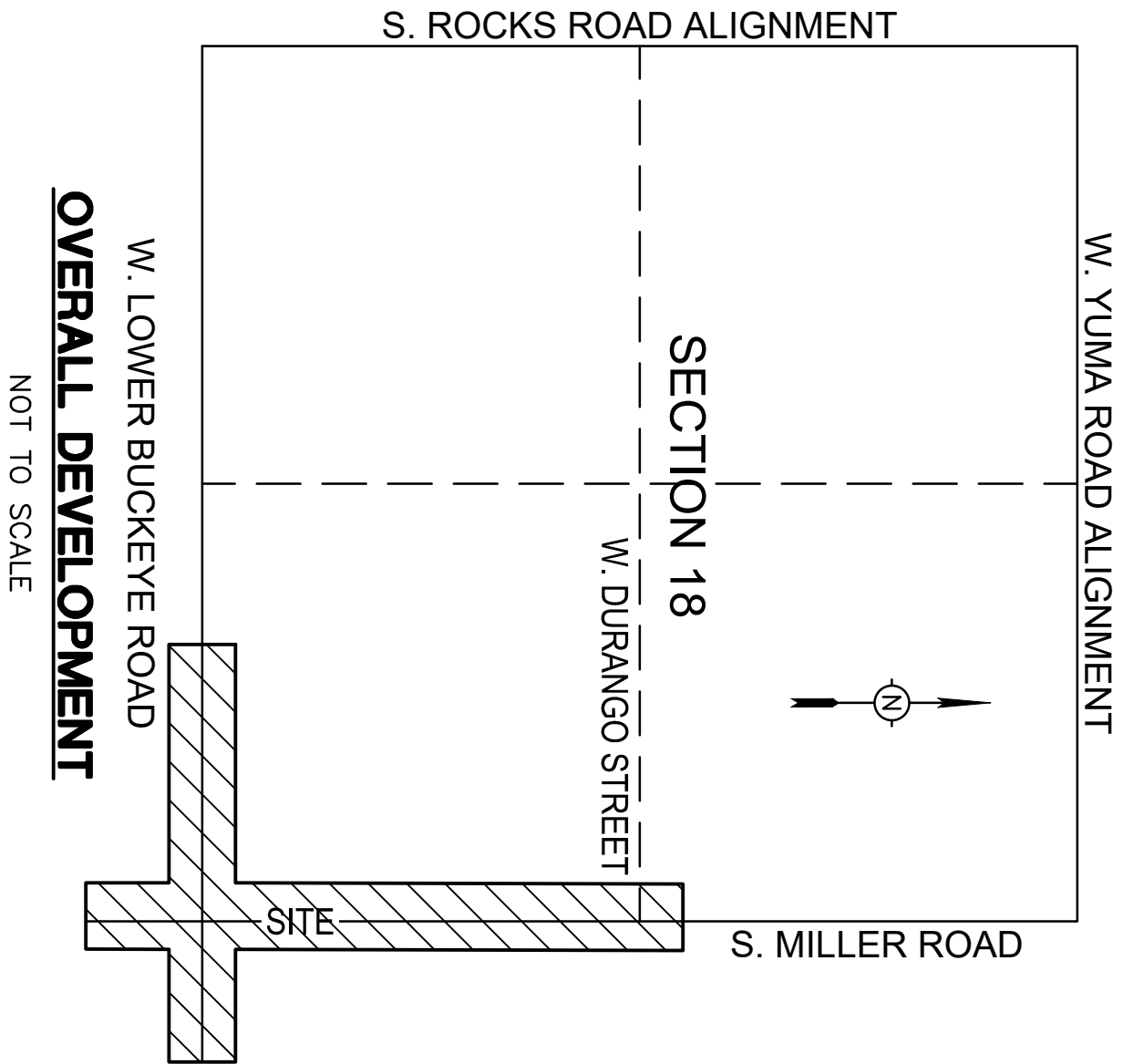
[Depiction of Infrastructure]

See following page(s).



C.O.B. QUANTITIES	
#	NOTE
1	PAVEMENT REMOVAL
2	CURB REMOVAL
3	GUARD RAIL REMOVAL
4	PAVEMENT
5	CURB & GUTTER
6	SIDEWALK
7	RAMP
8	SINGLE CURB
9	

LEGEND	
	EXISTING PAVEMENT
	BY LGE
	CITY OF BUCKEYE



 HILGARTWILSON		10 WEST COMMERCE PARK		DRAFT	 HILGARTWILSON ENGINEER PLAN SURVEY MANAGE 2141 E. HIGHLAND AVE., STE. 250 P: 602.490.0535 / F: 602.368.2436 PHOENIX, AZ 85016 www.hilgartwilson.com	REV.: <table><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr></table>										
PROJ NO.:		NWC W. LOWER BUCKEYE RD. & S/ MILLER RD.														
DATE: JUL 2021		BUCKEYE, ARIZONA														
SCALE: 1"=50'		CITY OF BUCKEYE QUANTITIES														
DRAWN: DB																
DESIGNED: DB																
APPROVED: CW																

**EXHIBIT D
TO
PUBLIC INFRASTRUCTURE
REIMBURSEMENT AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
CRE-COMMERCE AZ OWNER, LLC**

[Owner's Engineer's Estimate of Cost of Infrastructure]

See following page(s).

PRELIMINARY COST ESTIMATE

PROJECT: CITY OF BUCKEYE - LOWER BUCKEYE AND MILLER INTERSECTION IMPROVEMENTS


HILGARTWILSON
 ENGINEER | PLAN | SURVEY | MANAGE

 Estimate: Cost estimate includes City's portion of interim improvements
 for intersection of Lower Buckeye Road and Miller Road

Date: 7/19/2021

Item	Description	Quantity	Unit	Unit Price	Cost
	Construction Improvements				
	Paving Improvements				
1.1	New signal (City's Share = 75%)	0.75	Each	\$ 448,912.00	336,684.00
	Paving Improvements				
1.1	Pavement Removal	762	SY	\$ 30.00	22,860.00
1.2	Curb Removal	100	LF	\$ 15.00	1,500.00
1.3	Guardrail Removal	248	LF	\$ 20.00	4,960.00
1.4	Asphalt Pavement (with sub-grade prep)	2221	SY	\$ 130.00	288,730.00
1.5	Curb and Gutter	943	LF	\$ 26.00	24,518.00
1.6	Sidewalk	252	SF	\$ 6.50	1,638.00
1.7	Ramp	1	EA	\$ 4,500.00	4,500.00
1.8	Single Curb	38	LF	\$ 20.00	760.00
	Construction Improvements Subtotal				686,150.00
	Soft Costs				
4.1	Survey and Field Verification (1% of Construction Costs)	1	LS	1.00%	6,861.50
4.2	Engineering Design (3.5% of Construction Costs)	1	LS	3.50%	24,015.25
4.3	Plan Review (1% of Construction Costs)	1	LS	1.00%	6,861.50
4.4	Permits (3.5% of Construction Costs)	1	LS	3.50%	24,015.25
4.5	Material Testing-Offsite (2% of Construction Costs)	1	LS	2.00%	13,723.00
4.6	Construction Staking-Offsite (2% of Construction Costs)	1	LS	2.00%	13,723.00
4.7	Construction Management (4% of Construction Costs)	1	LS	4.00%	27,446.00
	Soft Cost Total				116,645.50
	DEVELOPMENT COST (Without Contingency)				802,795.50
	15% CONTINGENCY				120,419.33
	DEVELOPMENT COST TOTAL				923,214.83

	Cost savings from reduced section (0.5")				
	0.5" Lift (Miller Road)	7,688	SY	\$ 5.00	38,440.00

Notes: Costs shown are for City's share of improvements. Estimated costs do not include developer's half street improvements.



EXHIBIT E
TO
PUBLIC INFRASTRUCTURE
REIMBURSEMENT AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
CRE-COMMERCE AZ 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 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. 68-21

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 CRE-COMMERCE AZ OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RELATING TO REIMBURSEMENT OF COSTS FOR REGIONAL PUBLIC INFRASTRUCTURE TO BE CONSTRUCTED BY CRE-COMMERCE AZ 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, and CRE-Commerce AZ 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 CRE-Commerce AZ 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, and CRE-Commerce AZ Owner, LLC, a Delaware 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 and deliver 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 19th 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: 10/19/21	AGENDA ITEM: 8.A. Current City Financial Report - 1st Qtr FY21-22
DATE PREPARED: 10/18/21	DISTRICT NO.:
STAFF LIAISON:	
DEPARTMENT: Financial Services	AGENDA ITEM TYPE: Staff Reports / Discussion and Possible Direction from Council

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Chief Financial Officer William Kauppi will provide a brief report on the City's current finances.

SUMMARY

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

ATTACHMENTS:

[FY 2021-22 Quarterly Financial Overview - Sept 2021.pptx](#)

[Monthly Financial Report - Sept 2021 \(2\).pdf](#)



Quarterly Financial Overview

Presented by: William Kauppi, Chief Financial Officer
October 19, 2021



TPT collections by category as of September 30th

Industry Group	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Chg over Prior Year	% of Total
Contracting Activities	\$ 2,309,183	\$ 2,946,991	\$ 3,289,095	\$ 4,203,648	\$ 5,089,200	\$ 6,660,056	30.87%	45.06%
Retail	2,364,422	2,638,643	2,778,596	3,243,483	4,672,270	5,523,652	18.22%	37.37%
Utilities	510,610	534,167	533,569	370,655	627,195	641,661	2.31%	4.34%
Restaurants & Bars	396,603	438,483	482,061	567,183	675,489	821,243	21.58%	5.56%
Real Estate Rentals	406,245	411,775	485,593	509,566	498,116	817,538	64.13%	5.53%
Telecom	127,620	136,333	126,777	125,176	113,074	96,857	-14.34%	0.66%
Hotels	49,270	60,683	64,310	87,497	92,494	159,380	72.31%	1.08%
Other*	51,349	62,753	48,090	48,326	40,478	59,878	47.93%	0.41%
Total TPT	\$ 6,215,302	\$ 7,229,828	\$ 7,808,091	\$ 9,155,534	\$ 11,808,316	\$ 14,780,265	25.17%	100.00%
% change over prior year	19.09%	16.32%	8.00%	17.26%	28.97%			
On-line Retail Sales	N/A***	N/A***	N/A***	\$ 322,015	\$ 947,350	1,347,413		
% of Retail				9.93%	20.28%	24.39%		
Total YTD TPT collected**	\$ 26,235,390	\$ 29,916,771	\$ 33,415,878	\$ 40,276,683	\$ 52,928,845	\$ 52,729,000		
% Collected	23.69%	24.17%	23.37%	22.73%	22.31%	28.03%		

Information obtained from the Arizona Department of Revenues

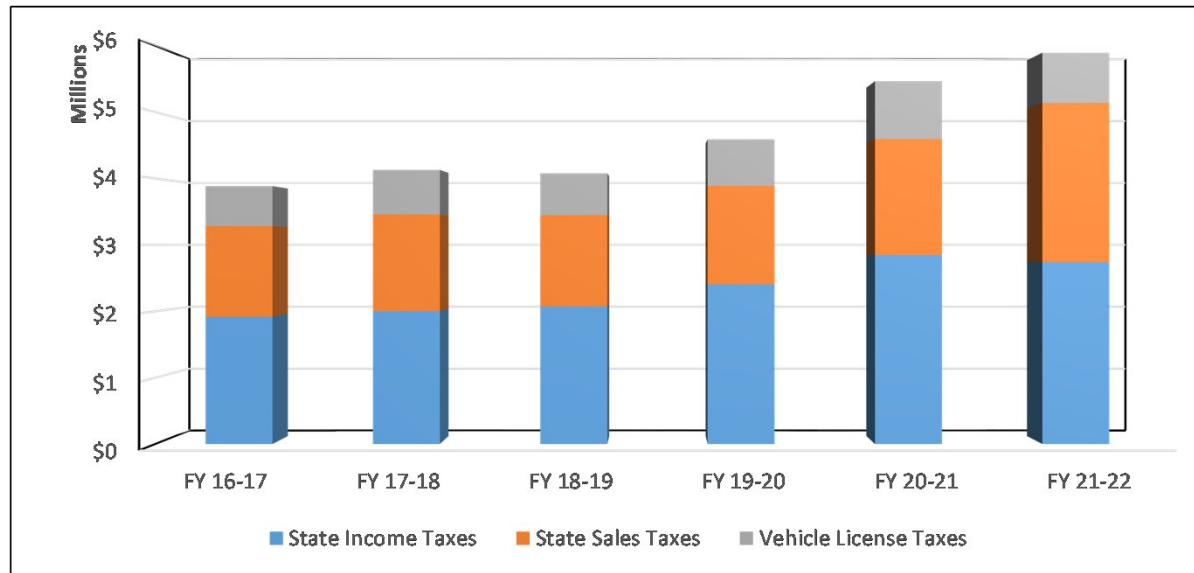
*Other represents Arts and Entertainment, Services, Mining and Transportation and Warehouse.

** FY 2021-22 represents amount budgeted; not actual

*** New On-line Retail Tax code was established in 2019 (FY 19-20)



Intergovernmental Revenues as of September 30th



	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	% Chg over prior year
State Income Taxes	\$ 1,915,338	\$ 2,001,229	\$ 2,072,371	\$ 2,404,279	\$ 2,844,703	\$ 2,737,050	-3.78%
State Sales Taxes	1,367,351	1,457,303	1,375,635	1,485,152	1,749,894	2,398,910	37.09%
Vehicle License Taxes	602,298	670,920	630,177	701,608	871,933	758,526	-13.01%
AZ CARES	-	-	-	-	9,140,899	-	-100.00%
Total State Shared Revenues	\$ 3,884,987	\$ 4,129,452	\$ 4,078,183	\$ 4,591,039	\$ 14,607,428	\$ 5,894,486	-59.65%

Annual Percent Change	21.74%	6.29%	-1.24%	12.58%	19.07%	7.83%	
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Permitting activity – Commercial and SFR permits

	FY 16-17		FY 17-18		FY 18-19		FY 19-20		FY 20-21		FY 21-22		% Chg over Prior Year	
	Com	SFR	Com	SFR	Com	SFR	Com	SFR	Com	SFR	Com	SFR	Com	SFR
July	0	97	1	209	3	211	3	246	1	291	4	130	300.00%	-55.33%
August	1	164	2	220	0	197	2	183	6	241	3	176	-50.00%	-26.97%
September	0	144	0	194	1	163	2	234	1	394	1	200	0.00%	-49.24%
October	1	123	0	208	1	182	1	250	9	364				
November	7	152	0	183	0	156	2	227	6	309				
December	0	135	3	162	13	182	1	264	6	340				
January	0	140	1	161	2	247	1	268	1	223				
February	2	161	0	194	1	201	0	198	0	371				
March	1	182	3	213	2	183	2	349	0	365				
April	1	171	0	179	0	179	0	192	4	306				
May	0	205	1	197	3	221	0	166	7	179				
June	1	160	2	170	0	216	0	229	2	142				
SFR Permits Issued	14	1,834	13	2,290	26	2,338	14	2,806	43	3,525	8	506		
Monthly Percent Change	-75.00%	35.00%	200.00%	53.83%	33.33%	-8.35%	75.00%	16.11%	14.29%	39.67%	0.00%	-45.36%		
Annual Percent Change	7.69%	41.19%	-7.14%	24.86%	100.00%	2.10%	-46.15%	20.02%	207.14%	25.62%				

Permitting Revenues as of September 30th

	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	% Chg over Prior Year
July	\$ 508,334	\$ 1,003,234	\$ 1,171,853	\$ 1,149,138	\$ 1,824,169	\$ 1,123,897	-38.39%
August	817,667	821,749	1,095,616	1,263,260	1,670,684	1,242,244	-25.64%
September	616,454	929,223	898,208	1,104,556	2,034,610	1,490,229	-26.76%
October	734,875	1,071,240	950,288	1,492,824	1,754,514	-	
November	816,457	978,725	910,736	1,030,402	1,937,906	-	
December	943,448	660,517	988,389	1,078,597	1,814,774	-	
January	783,195	674,415	1,180,425	1,316,103	1,557,858	-	
February	836,013	719,968	1,079,161	902,787	1,914,904	-	
March	882,596	982,825	1,295,579	1,430,449	1,898,773	-	
April	796,054	965,653	918,968	864,069	1,918,100	-	
May	1,215,163	945,675	1,286,647	1,221,440	1,649,712	-	
June	692,181	827,604	1,339,550	1,117,213	1,098,760	-	
Total Permit Fees	\$ 9,642,437	\$ 10,580,828	\$ 13,115,420	\$ 13,970,838	\$ 21,074,764	\$ 3,856,370	
Monthly % Change	8.29%	41.79%	14.94%	11.10%	57.22%	-30.26%	
Annual % Change	49.94%	9.73%	23.95%	6.52%	50.85%		

General Fund YTD Revenues as of September 30th

	FY 2021-22 Budget	Year to Date		Amount Encumbered	Budget Variance	% Received or Spent
		FY 2021-22	FY 2020-21			
Revenues						
Taxes:						
Local TPT less Construction TPT	\$ 30,568,694	\$ 4,119,032	\$ 3,542,201		\$ (26,449,662)	13.47%
Construction TPT	21,935,306	3,377,553	2,682,914		(18,557,753)	15.40%
Property Taxes	11,122,554	131,268	176,858		(10,991,286)	1.18%
Intergovernmental Revenues	28,717,119	6,604,491	14,607,428		(22,112,628)	23.00%
Building, Planning, & Permit Fees	19,500,000	3,856,370	5,529,462		(15,643,630)	19.78%
Franchise Fees & Leases	3,147,200	238,472	199,456		(2,908,728)	7.58%
Charges For Services	3,221,677	375,287	136,555		(2,846,390)	11.65%
Fines	805,000	118,485	113,300		(686,515)	14.72%
Investment and Rental Income	653,321	423,410	32,345		(229,911)	64.81%
All Other Revenues	379,500	61,822	48,622		(317,678)	16.29%
Total Revenues	\$ 120,050,371	\$ 19,306,190	\$ 27,069,141		\$ (100,744,181)	16.08%

General Fund Expenditures - Unaudited

	FY 2021-22	Year to Date		Amount	Budget	% Received
	Budget	FY 2021-22	FY 2020-21	Encumbered	Variance	or Spent
Department Expenditures						
Council	\$ 752,161	\$ 216,187	\$ 98,222	\$ 12,100	\$ 523,874	30.35%
City Manager	3,504,933	718,107	625,864	47,045	2,739,781	21.83%
City Clerk	866,080	114,452	132,802	87,315	664,313	23.30%
City Court	1,284,298	257,476	234,300	30,695	996,127	22.44%
Community Services	7,818,934	1,304,211	790,328	313,544	6,201,179	20.69%
Development Services	7,712,110	1,198,753	1,032,187	741,584	5,771,773	25.16%
Economic Development	1,205,326	128,597	138,256	144,239	932,490	22.64%
Engineering	5,044,313	816,175	600,487	714,438	3,513,700	30.34%
Finance	2,791,121	502,404	765,511	72,532	2,216,185	20.60%
Fire	17,488,260	3,515,004	2,213,265	886,685	13,086,571	25.17%
Human Resources	1,370,544	284,179	219,615	35,727	1,050,638	23.34%
Information Technology	7,877,701	1,152,097	896,842	304,272	6,421,332	18.49%
Police	25,497,377	5,215,305	4,317,407	1,322,651	18,959,421	25.64%
Public Works	10,317,838	1,141,669	789,958	1,263,950	7,912,219	23.32%
Non Departmental	23,825,300	203,072	-	130,000	23,492,228	1.40%
General Fund Debt Service	1,232,339	420	1,020	-	1,231,919	0.03%
Reserves/ Contingency	3,534,256	-	-	-	3,534,256	0.00%
Total Expenditures	122,122,891	16,768,108	12,856,064	6,106,777	99,248,006	18.73%
Revenues over (under) Expenditures	(2,072,520)	2,538,082	14,213,077	(6,106,777)	(1,496,175)	
Other Revenues/Financing Sources and Other Expenditures/Financing Uses						
Transfers Out	(64,724,798)	-	-	-	64,724,798	0.00%
Total Other Financing Sources over (under) Uses	(64,724,798)	-	-	-	64,724,798	
Excess (Deficit)	(66,797,318)	2,538,082	14,213,077	(6,106,777)	63,228,623	
Beginning Fund Balance	92,000,000	97,331,340	53,752,163			
Ending Fund Balance	\$ 25,202,682	\$ 99,869,422	67,965,240			

General Fund Expenditures by Category - Unaudited

Expenditures by Categories	FY 2021-22	Year to Date		Amount	Budget	% Received
	Budget	FY 2021-22	FY 2020-21	Encumbered	Variance	or Spent
Salaries and Benefits	\$ 63,702,385	\$ 12,243,589	\$ 9,550,448	\$ -	\$ 51,458,796	19.22%
Operating Expenditures	28,894,142	3,836,860	3,156,999	4,902,322	20,154,960	30.25%
Capital Outlay	24,761,769	687,659	148,017	1,204,455	22,869,655	7.64%
Debt Service	1,230,339	-	600	-	1,230,339	0.00%
Contingency	3,534,256	-	-	-	3,534,256	0.00%
Transfers Out	64,724,798	-	-	-	64,724,798	0.00%
Total Expenditures and Transfers	<u>\$ 186,847,689</u>	<u>\$ 16,768,108</u>	<u>12,856,064</u>	<u>\$ 6,106,777</u>	<u>\$ 163,972,804</u>	<u>12.24%</u>

Water Fund - Unaudited

	FY 2021-22 Budget	Year to Date		Amount Encumbered	Budget Variance	% Received or Spent
		FY 2021-22	FY 2020-21			
Revenues						
Charges For Services	\$ 33,470,000	\$ 7,541,212	\$ 7,170,967		\$ (25,928,788)	22.53%
All Other Revenues	1,360,000	35,917	28,775		(1,324,083)	2.64%
Capital Contributions	7,000,000	-	-		(7,000,000)	0.00%
Bond/Loan Proceeds	17,350,000	6,382,182	1,766,537		(10,967,818)	36.78%
Total Revenues	<u>\$ 59,180,000</u>	<u>\$ 13,959,311</u>	<u>\$ 8,966,279</u>		<u>\$ (45,220,689)</u>	<u>23.59%</u>
Expenditures						
Personnel Services	\$ 6,143,040	\$ 997,874	\$ 873,869	\$ -	\$ 5,145,166	16.24%
Services & Other Charges	13,985,446	2,007,985	902,260	1,747,669	10,229,792	26.85%
Debt Service	9,218,522	-	1,050	-	9,218,522	0.00%
Equipment and CIP	53,834,501	6,713,202	4,062,348	16,530,049	30,591,250	43.18%
Contingency	1,554,396	-	-		(1,554,396)	0.00%
Total Expenditures	<u>84,735,905</u>	<u>9,719,061</u>	<u>5,839,527</u>	<u>18,277,718</u>	<u>53,630,334</u>	<u>36.71%</u>
Revenues over (under) Expenditures	<u>(25,555,905)</u>	<u>4,240,250</u>	<u>3,126,752</u>	<u>(18,277,718)</u>	<u>(98,851,023)</u>	
Other Revenues/Financing Sources and Other Expenditures/Financing Uses						
Transfers from other funds	6,100,000	-	-		(6,100,000)	0.00%
Total Other Financing Sources over (under) Uses	<u>6,100,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(6,100,000)</u>	<u>-100.00%</u>
Revenues & Transfers In over (under) Expenditures & Transfers Out	<u>(19,455,905)</u>	<u>4,240,250</u>	<u>3,126,752</u>			
Beginning Fund Balance	38,000,000	120,693,790	109,448,490			
Ending Fund Balance	<u>\$ 18,544,095</u>	<u>\$ 124,934,040</u>	<u>\$ 112,575,242</u>			

Wastewater Fund - Unaudited

	FY 2021-22 Budget	Year to Date		Amount Encumbered	Budget Variance	% Received or Spent
		FY 2021-22	FY 2020-21			
Revenues						
Charges For Services	\$ 14,475,000	\$ 2,930,589	\$ 2,681,946		\$ (11,544,411)	20.25%
All Other Revenues	101,000	11,346	1,071		(89,654)	11.23%
Bond/Loan Proceeds	12,295,650	-	-		12,295,650	0.00%
Total Revenues	<u>\$ 26,871,650</u>	<u>\$ 2,941,935</u>	<u>\$ 2,683,017</u>		<u>\$ 661,585</u>	<u>10.95%</u>
Expenditures						
Personnel Services	\$ 3,608,403	\$ 462,514	\$ 455,618	-	\$ 3,145,889	12.82%
Services & Other Charges	5,074,891	361,668	349,756	714,861	3,998,362	21.21%
Debt Service	1,019,389	-	850	-	1,019,389	0.00%
Equipment and CIP Expenditures	20,981,047	191,641	1,190,901	1,833,252	18,956,154	9.65%
Contingency	472,677	-	-	-	472,677	0.00%
Total Expenditures	<u>31,156,407</u>	<u>1,015,823</u>	<u>1,997,125</u>	<u>2,548,113</u>	<u>27,592,471</u>	<u>11.44%</u>
Revenues over (under) Expenditures	<u>(4,284,757)</u>	<u>1,926,112</u>	<u>685,892</u>	<u>(2,548,113)</u>	<u>(26,930,886)</u>	
Revenues & Transfers In over (under) Expenditures & Transfers Out	<u>(4,284,757)</u>	<u>1,926,112</u>	<u>685,892</u>			
Beginning Fund Balance	15,000,000	181,555,917	176,458,329			
Ending Fund Balance	<u>\$ 10,715,243</u>	<u>\$ 183,482,029</u>	<u>\$ 177,144,221</u>			

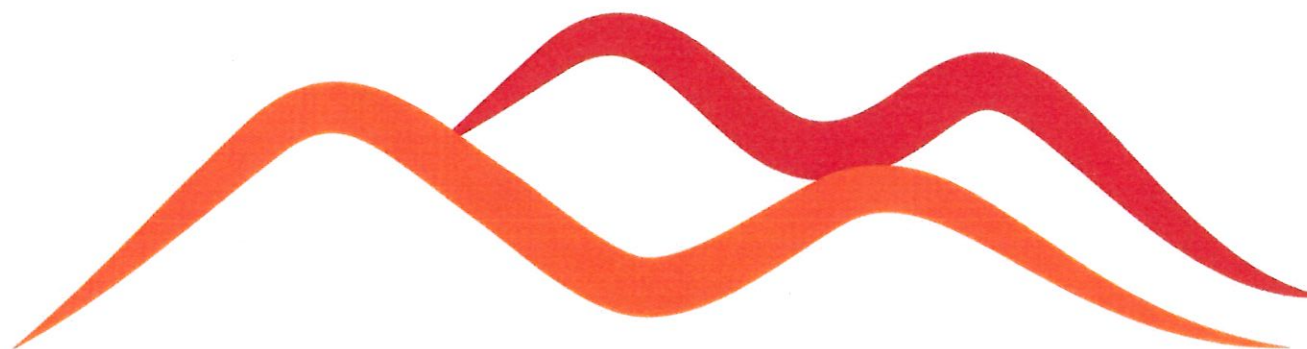


Questions???



City of Buckeye
Arizona

Monthly Financial Report



BUCKEYE, AZ

To the City Manager

Covering the financial activities of the City
Government during

The Month of September 2021

Additional detailed information will be available upon request to
the City Manager's Office

Prepared by the City of Buckeye's Finance
Department

MEMORANDUM

To: Roger Klingler, City Manager
 From: Bill Kauppi, Chief Financial Officer
 Date: October 13, 2021
 Subject: FY 2021-22 Unaudited Financial Report as of September 2021

Attached is the unaudited financial Report for the period ending September 30, 2021.

Some highlights include:

- Overall revenues exceeded expenditures by \$12,209,104.

General Fund (pages 2 – 7):

- General Fund cash balance at the end of September was \$106,385,832 (compared to \$59,585,098 as of September 2020; a \$46.8M increase).
- General Fund revenues exceeded General Fund expenditures by \$2,538,042.
- TPT revenue (the City's largest General Fund revenue) collections as reported by the Department of Revenue are favorable to the prior year by \$2,971,949 or 25.2%. As displayed on page 4, contracting activities (i.e. construction) accounts for \$1,570,856 of that increase. Retail collections increased by \$851,382 over the prior year or 18.2%. Retail and construction TPT collection account for 82% of the total collections. On line retail sales accounts for 24.4% of the total retail sales. Restaurants and bars collections are up 21.6% or \$145,754 over the prior year. Hotel collections are also up 72% over the prior year. After three months, TPT collections have continued to exceed our revenue projections especially in the areas of retail and construction.
- Excluding the funds received from the AZCARES grant, State Shared revenues have increased when compared to the prior year by \$427,957 or 7.8%. Due to legislative changes approved earlier this year, State Income Tax collections will continue to be less than the prior year. However, State Sales Tax collections are 37.1% higher than the previous year.
- Page 10 shows building permit revenues for the current year compared to the previous five years. As of the end of September, permitting revenues are 30.3% lower than revenues for the same period in the previous year. Single-family residential (SFR) permits (page 12) issued through September totals 506 compared to 926 for the same period of the previous year or a decrease of 45.4%. Additional permitting information has been included: All permits issued (page 11) and commercial permits issued (page 13).

HURF (pages 14-16):

- Current cash balance in HURF is \$5,021,466 compared to \$3,811,020 as of September 2020; an increase of \$1,210,446. On page 16, HURF collections are slightly higher than the prior year by 7.3% or \$65,655.

Water Fund (pages 17-19):

- Water Fund cash balance at the end of September was \$42,072,087 compared to \$37,739,009 as of September 2020; a \$4.3M increase).
- Water Fund revenues exceeded expenditures by \$4,240,250. As of September, Water user fee revenues are favorable to the prior year by \$370,245 or 5.2%.

Wastewater Fund (pages 21-23):

- Wastewater Fund cash balance at the end of September was \$13,667,216 compared to \$16,131,257 as of September 2020; a \$2.5M decrease).
- Wastewater Fund revenues exceeded expenditures by \$1,926,112. As of September, Wastewater user fee revenues are \$248,643 higher than revenues for the same period in the prior year.
-

Information pertaining to Environmental Services Fund and Capital Improvement Projects begins on page 23.

If you have any questions, please contact me.

City of Buckeye
FY 2021-22 Revenues and Expenditures
As of September 30, 2021 - 25% of the year lapsed



Fund	Revenues			Expenditures			Revenues Less Expenditures	Transfers	7/1/2021	
	Budget FY 21-22	YTD FY 21-22	Percent	Budget FY 21-22	YTD FY 21-22	Percent			Est. Beginning Balance	Ending Balance
General	\$ 120,050,371	\$ 19,306,190	16.08%	\$ 122,122,891	\$ 16,768,108	13.73%	\$ 2,538,082	\$ -	\$ 97,331,340	\$ 99,869,422
Fill The Gap	6,750	-	0.00%	64,777	-	-	-	-	70,345	70,345
JCEF	12,000	1,840	15.33%	110,666	-	-	1,840	-	119,649	121,489
Court Enhancement Fund	80,800	6,889	8.53%	271,810	-	-	6,889	-	295,899	302,788
Noise/Commercial Vehicle	250,000	2,553	1.02%	250,000	-	-	2,553	-	5,124	7,677
Youth Scholarship	15,000	-	-	15,000	-	-	-	-	-	-
Towing/Impound	112,000	9,750	8.71%	305,199	-	0.00%	9,750	-	207,133	216,883
Community Services Programs	355,000	28,043	7.90%	576,070	39,455	6.85%	(11,412)	-	7,499	(3,913)
C/S Social Services Program	75,000	-	0.00%	193,022	114	0.00	(114)	-	-	(114)
Economic Development Reinv	-	-	-	495,000	-	0.00%	-	-	-	-
Transient Lodging Tax	225,000	55,234	24.55%	659,990	14,651	2.22%	40,583	-	590,286	630,869
Risk Management Retention	506,000	(233,126)	-46.07%	1,804,130	49,883	2.76%	(283,009)	-	218,563	(64,446)
SLID Operations	415,930	13,411	3.22%	463,159	89,829	19.39%	(76,418)	-	86,724	10,306
MAG/ADOT Proj	500,000	-	-	500,000	-	-	-	-	-	-
CDBG	500,000	-	-	500,000	-	-	-	-	-	-
Police Grants	3,292,500	136,883	4.16%	3,292,500	65,241	1.98%	71,642	-	77,695	149,337
Fire Grants	2,240,000	-	-	2,240,000	-	-	-	-	-	-
Area Agency (AAA)	264,031	68,414	25.91%	755,480	134,269	17.77%	(65,855)	-	1	(65,854)
Community Services Grants	440,000	40,555	9.22%	440,000	17,890	4.07%	22,665	-	-	22,665
Nuclear Emergency Mgmt	70,000	-	0.00%	70,000	12,541	17.92%	(12,541)	-	12,032	(509)
Wildland Fire Grant	28,200	-	-	28,200	-	-	-	-	-	-
AZ Lottery Grant Fund	217,895	-	-	217,895	719	0.33%	(719)	-	1	(718)
Volunteer Firemen's	55,430	1,447	2.61%	299,000	2,054	0.01	(607)	-	396,782	396,175
HURF	5,730,500	978,503	17.08%	11,535,704	491,082	4.26%	487,421	-	4,640,516	5,127,937
Water	59,180,000	13,959,311	23.59%	84,735,905	9,719,061	11.47%	4,240,250	-	120,693,790	124,934,040
Sewer	26,871,650	2,941,935	10.95%	31,156,407	1,015,823	3.26%	1,926,112	-	181,555,917	183,482,029
Water Repair & Replacement	1,000,000	199,523	19.95%	900,000	-	-	199,523	-	418,633	618,156
W&S Revenue Bonds	-	-	-	5,000	-	-	-	-	5,000	5,000
Environmental Services	8,661,727	1,828,520	21.11%	9,298,845	861,182	9.26%	967,338	-	667,829	1,635,167
Airport Operations	427,000	59,572	13.95%	3,609,024	77,831	2.16%	(18,259)	-	7,213,495	7,195,236
Airport Capital Improvement	4,655,560	-	0.00%	5,400,590	4,373	0.00	(4,373)	-	1,784,347	1,779,974
Cemetery Improvement	213,450	85,051	39.85%	255,223	15,752	6.17%	69,299	-	105,307	174,606
Sundance Water Recharge	10,000	518	5.18%	660,000	-	-	518	-	667,653	668,171
Future Streets Improvement	77,750	8,314	10.69%	1,800,000	-	-	8,314	-	1,751,673	1,759,987
Traffic Signal Fund	273,000	876,106	320.92%	750,000	-	-	876,106	-	3,069,510	3,945,616
Stormwater Quality	-	-	-	113,910	32,181	28.25%	(32,181)	-	-	(32,181)
Mobile Integrated Health Care	84,420	-	-	84,420	-	-	-	-	-	-
Public Safety	16,000	3,578	22.36%	85,000	-	-	3,578	-	83,993	87,571
CIP Projects	6,793,509	-	-	71,292,239	1,806,309	2.53%	(1,806,309)	-	593,884	(1,212,425)
Impact Fees Parks & Rec	-	862	-	-	-	-	862	-	721,003	721,865
Impact Fees Library	-	-	-	196,000	-	-	-	-	196,854	196,854
Impact Fees Streets	10,000	1,442	14.42%	1,900,000	-	-	1,442	-	1,858,546	1,859,988
Impact Fees Water	5,000	120	-	225,000	-	-	120	-	12,115	12,235
Parks & Rec Imp Fees	660,000	88,673	13.44%	800,000	-	-	88,673	-	3,759,682	3,848,355
Library Impact Fees	65,000	555	0.85%	300,000	10,000	3.33%	(9,445)	-	699,608	690,163
Streets Impact Fees	132,500	16,494	12.45%	1,100,000	-	-	16,494	-	1,124,022	1,140,516
Public Safety Imp Fees	1,050,000	70,822	6.74%	7,000,000	-	-	70,822	-	9,617,351	9,688,173
Water Impact Fees	640,000	2,317	0.36%	1,315,000	-	-	2,317	-	2,986,479	2,988,796
Wastewater Impact Fees	680,000	4,953	0.73%	3,165,000	-	-	4,953	-	2,694,942	2,699,895
Impact Fees Fire 7/1/2020	1,375,000	281,582	-	2,075,000	-	-	281,582	-	788,803	1,070,385
Impact Fees Library 7/1/2020	800,000	100,044	-	1,400,000	-	-	100,044	-	661,880	761,924
Impact Fees Parks 7/1/2020	1,450,000	481,728	-	2,950,000	-	-	481,728	-	1,507,065	1,988,793
Impact Fees Police 7/1/2020	1,750,000	320,692	-	2,600,000	-	-	320,692	-	1,932,385	2,253,077
Impact Fees Streets 7/1/2020	350,000	93,580	-	750,000	-	0.00%	93,580	-	370,496	464,076
Impact Fees Water 7/1/2020	3,430,000	1,037,869	30.26%	3,995,000	77,847	1.95%	960,022	-	1,065,000	2,025,022
Impact Fees WW 7/1/2020	4,600,000	640,011	13.91%	5,090,000	5,459	-	634,552	-	490,000	1,124,552
Jackrabbit ID Sewer Debt	41,687	-	-	38,875	-	-	-	-	25,828	25,828
Roosevelt ID Debt	398,247	-	-	398,509	-	-	-	-	237,498	237,498
Jackrabbit ID O&M	-	-	-	1,000	-	-	-	-	10,844	10,844
Roosevelt ID O&M	-	-	-	1,000	-	-	-	-	8,907	8,907
Total	\$ 261,143,907	\$ 43,520,758	16.67%	\$ 392,657,440	\$ 31,311,654	7.97%	\$ 12,209,104	\$ -	\$ 453,439,928	\$ 469,182,080

City of Buckeye
General Fund - Unaudited
Balance Sheet



	Fiscal Year Through September			Change over
	FY 19-20	FY 20-21	FY 21-22	Prior Year
Assets				
Cash and Investments	\$ 39,866,636	\$ 59,585,098	\$ 106,385,832	\$ 46,800,734
Cash held by Trustee	-	-	-	-
Accounts Receivable	21,756	28,479	122,318	93,839
Interest Receivable	441,423	461,511	240,487	(221,024)
Inventory	42,243	49,765	38,319	(11,446)
Prepaid Expenses	4,866	48,744	361,769	313,025
Total Assets	\$ 40,376,924	\$ 60,173,597	\$ 107,148,725	\$ 46,975,128
Liabilities				
Accrued Liabilities	\$ 85,239	\$ 35,823	\$ 96,490	\$ 60,667
Deferred Revenue - Developer Deposits	1,355,741	1,313,433	7,182,814	5,869,381
Total Liabilities	1,440,980	1,349,256	7,279,304	5,930,048
Fund Balance				
Restricted - Reserved for Encumbrances	4,983,964	5,099,092	6,106,777	1,007,685
Unrestricted Fund Balance	33,951,980	53,725,249	93,762,644	40,037,395
Total Fund Balance	38,935,944	58,824,341	99,869,421	41,045,080
Total Liabilities & Fund Balance	\$ 40,376,924	\$ 60,173,597	\$ 107,148,725	\$ 46,975,128

City of Buckeye
General Fund Summary of Revenues, Expenditures, and Transfers
For the three (3) months ending September 30, 2021
83% of the year remaining

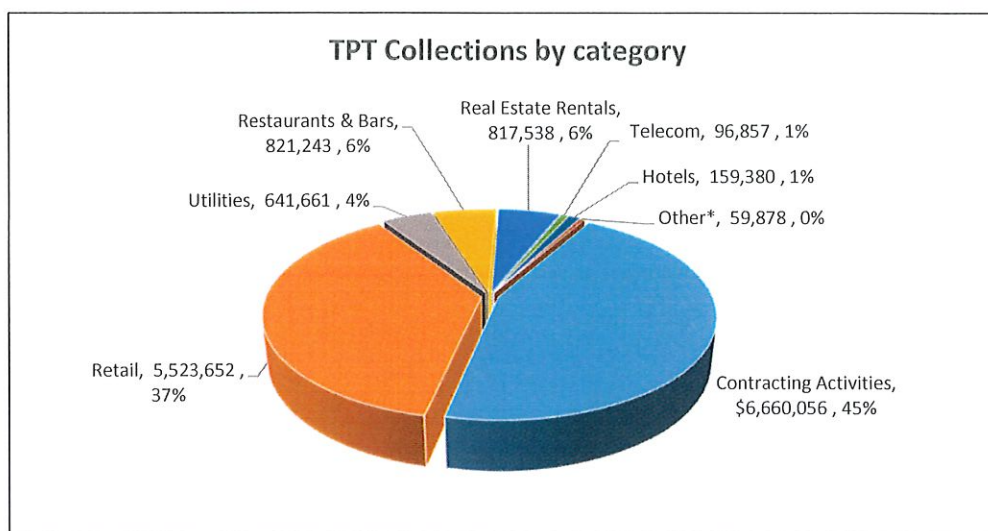


	FY 2021-22 Budget	Year to Date		Amount Encumbered	Budget Variance	% Received or Spent
		FY 2021-22	FY 2020-21			
Revenues						
Taxes:						
Local TPT less Construction TPT	\$ 30,568,694	\$ 4,119,032	\$ 3,542,201		\$ (26,449,662)	13.47%
Construction TPT	21,935,306	3,377,553	2,682,914		(18,557,753)	15.40%
Property Taxes	11,122,554	131,268	176,858		(10,991,286)	1.18%
Intergovernmental Revenues	28,717,119	6,604,491	14,607,428		(22,112,628)	23.00%
Building, Planning, & Permit Fees	19,500,000	3,856,370	5,529,462		(15,643,630)	19.78%
Franchise Fees & Leases	3,147,200	238,472	199,456		(2,908,728)	7.58%
Charges For Services	3,221,677	375,287	136,555		(2,846,390)	11.65%
Fines	805,000	118,485	113,300		(686,515)	14.72%
Investment and Rental Income	653,321	423,410	32,345		(229,911)	64.81%
All Other Revenues	379,500	61,822	48,622		(317,678)	16.29%
Total Revenues	\$ 120,050,371	\$ 19,306,190	\$ 27,069,141		\$ (100,744,181)	16.08%
Department Expenditures						
Council	\$ 752,161	\$ 216,187	\$ 98,222	\$ 12,100	\$ 523,874	30.35%
City Manager	3,504,933	718,107	625,864	47,045	2,739,781	21.83%
City Clerk	866,080	114,452	132,802	87,315	664,313	23.30%
City Court	1,284,298	257,476	234,300	30,695	996,127	22.44%
Community Services	7,818,934	1,304,211	790,328	313,544	6,201,179	20.69%
Development Services	7,712,110	1,198,753	1,032,187	741,584	5,771,773	25.16%
Economic Development	1,205,326	128,597	138,256	144,239	932,490	22.64%
Engineering	5,044,313	816,175	600,487	714,438	3,513,700	30.34%
Finance	2,791,121	502,404	765,511	72,532	2,216,185	20.60%
Fire	17,488,260	3,515,004	2,213,265	886,685	13,086,571	25.17%
Human Resources	1,370,544	284,179	219,615	35,727	1,050,638	23.34%
Information Technology	7,877,701	1,152,097	896,842	304,272	6,421,332	18.49%
Police	25,497,377	5,215,305	4,317,407	1,322,651	18,959,421	25.64%
Public Works	10,317,838	1,141,669	789,958	1,263,950	7,912,219	23.32%
Non Departmental	23,825,300	203,072	-	130,000	23,492,228	1.40%
General Fund Debt Service	1,232,339	420	1,020	-	1,231,919	0.03%
Reserves/ Contingency	3,534,256	-	-	-	3,534,256	0.00%
Total Expenditures	122,122,891	16,768,108	12,856,064	6,106,777	99,248,006	18.73%
Revenues over (under) Expenditures	(2,072,520)	2,538,082	14,213,077	(6,106,777)	(1,496,175)	
Other Revenues/Financing Sources and Other Expenditures/Financing Uses						
Transfers Out	(64,724,798)	-	-	-	64,724,798	0.00%
Total Other Financing Sources over (under) Uses	(64,724,798)	-	-	-	64,724,798	
Excess (Deficit)	(66,797,318)	2,538,082	14,213,077	(6,106,777)	63,228,623	
Beginning Fund Balance	92,000,000	97,331,340	53,752,163			
Ending Fund Balance	\$ 25,202,682	\$ 99,869,422	67,965,240			

City of Buckeye
TPT Revenue Collections by Category
For the three (3) month period ending September 30, Each Year



Industry Group	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Chg over Prior Year	% of Total
Contracting Activities	\$ 2,309,183	\$ 2,946,991	\$ 3,289,095	\$ 4,203,648	\$ 5,089,200	\$ 6,660,056	30.87%	45.06%
Retail	2,364,422	2,638,643	2,778,596	3,243,483	4,672,270	5,523,652	18.22%	37.37%
Utilities	510,610	534,167	533,569	370,655	627,195	641,661	2.31%	4.34%
Restaurants & Bars	396,603	438,483	482,061	567,183	675,489	821,243	21.58%	5.56%
Real Estate Rentals	406,245	411,775	485,593	509,566	498,116	817,538	64.13%	5.53%
Telecom	127,620	136,333	126,777	125,176	113,074	96,857	-14.34%	0.66%
Hotels	49,270	60,683	64,310	87,497	92,494	159,380	72.31%	1.08%
Other*	51,349	62,753	48,090	48,326	40,478	59,878	47.93%	0.41%
Total TPT	\$ 6,215,302	\$ 7,229,828	\$ 7,808,091	\$ 9,155,534	\$ 11,808,316	\$ 14,780,265	25.17%	100.00%
% change over prior year	19.09%	16.32%	8.00%	17.26%	28.97%			
On-line Retail Sales	N/A***	N/A***	N/A***	\$ 322,015	\$ 947,350	1,347,413		
% of Retail				9.93%	20.28%	24.39%		
Total YTD TPT collected**	\$ 26,235,390	\$ 29,916,771	\$ 33,415,878	\$ 40,276,683	\$ 52,928,845	\$ 52,729,000		
% Collected	23.69%	24.17%	23.37%	22.73%	22.31%	28.03%		



Information obtained from the Arizona Department of Revenues

*Other represents Arts and Entertainment, Services, Mining and Transportation and Warehouse.

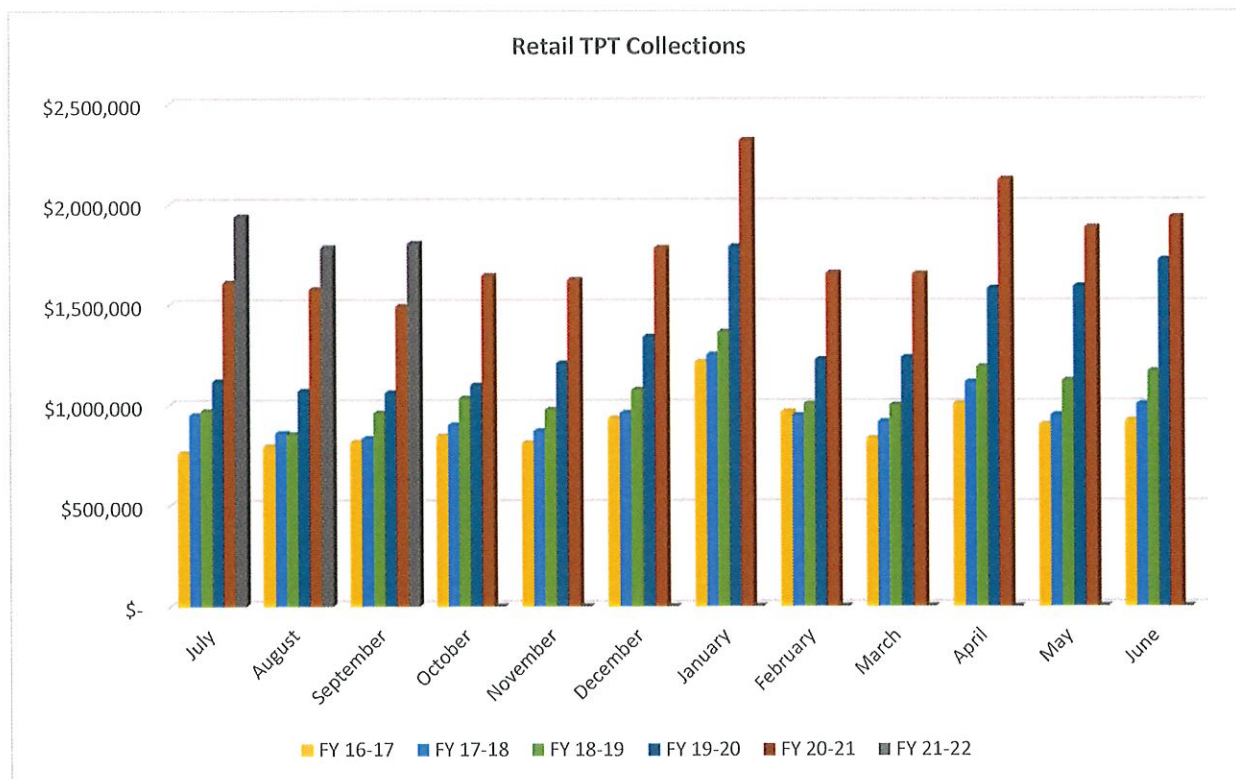
** FY 2021-22 represents amount budgeted; not actual

*** New On-line Retail Tax code was established in 2019 (FY 19-20)

City of Buckeye
Retail TPT Collections
For the Period Ending September 2021



	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	% Chg over Prior Year
July	\$ 759,134	\$ 948,882	\$ 968,316	\$ 1,115,999	\$ 1,607,331	\$ 1,937,015	20.51%
August	791,696	858,126	851,652	1,068,127	1,574,316	1,782,987	13.25%
September	813,592	831,635	958,628	1,059,357	1,490,623	1,803,650	21.00%
October	844,779	898,455	1,031,655	1,097,427	1,642,561	-	
November	809,446	868,872	974,922	1,206,552	1,621,828	-	
December	932,014	959,289	1,074,720	1,338,367	1,780,939	-	
January	1,212,549	1,248,306	1,361,950	1,787,801	2,318,181	-	
February	963,137	945,549	1,002,193	1,224,165	1,653,951	-	
March	831,458	915,193	997,848	1,233,987	1,650,149	-	
April	1,004,131	1,112,262	1,187,023	1,579,571	2,121,600	-	
May	900,372	947,599	1,118,829	1,589,660	1,883,026	-	
June	919,654	1,001,991	1,164,595	1,721,210	1,933,813	-	
Total Retail Revenues	\$ 10,781,964	\$ 11,536,159	\$ 12,692,331	\$ 16,022,226	\$ 21,278,318	\$ 5,523,652	
Monthly % Change	11.15%	11.60%	5.30%	16.73%	44.05%	18.22%	
Annual % Change	12.41%	6.99%	10.02%	26.24%	32.81%		

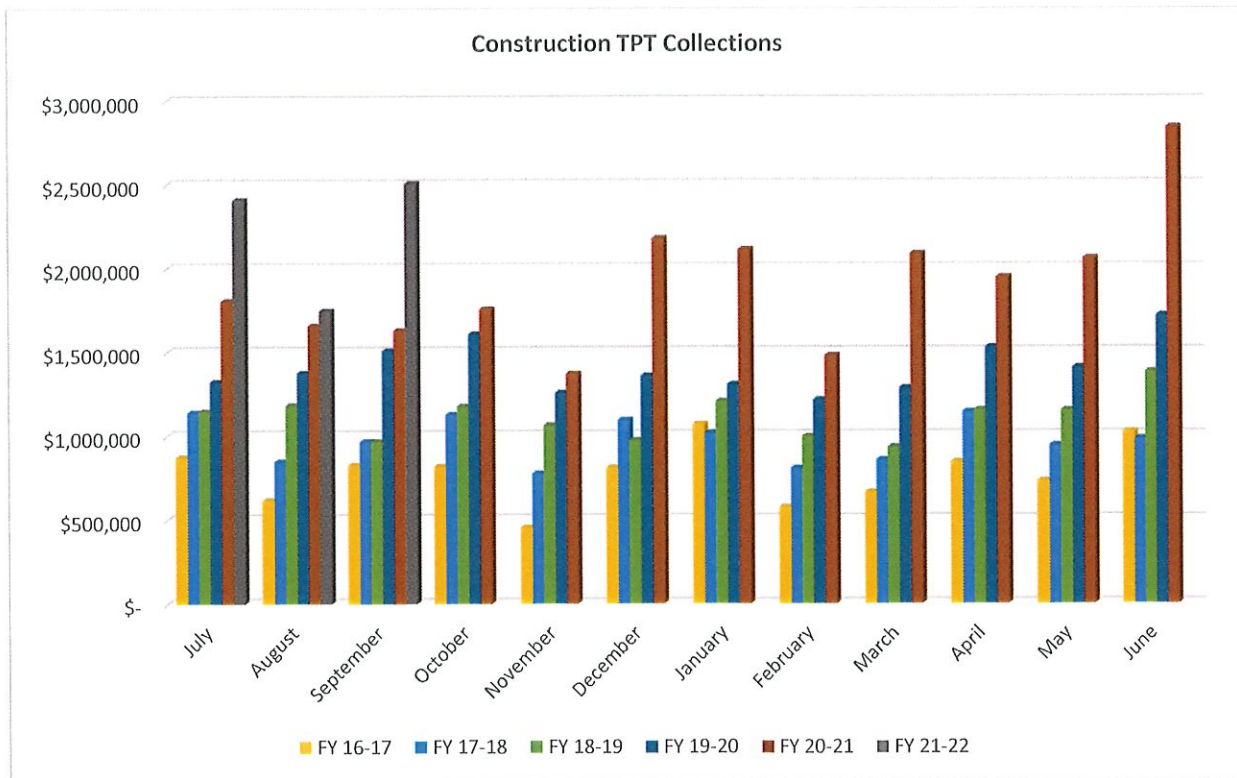


Information obtained from the Arizona Department of Revenues

City of Buckeye
Construction TPT Collections
For the Period Ending September 2021



	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	% Chg over Prior Year
July	\$ 870,844	\$ 1,137,701	\$ 1,145,463	\$ 1,321,771	\$ 1,804,692	\$ 2,406,973	33.37%
August	613,822	843,676	1,179,382	1,374,505	1,655,598	1,745,878	20.45%
September	824,517	965,614	964,250	1,507,372	1,628,910	2,507,205	8.06%
October	815,505	1,126,341	1,174,646	1,607,696	1,755,585		
November	451,728	773,339	1,060,114	1,255,658	1,370,073		
December	808,817	1,093,649	972,577	1,357,001	2,177,401		
January	1,067,420	1,014,828	1,204,013	1,304,857	2,112,565		
February	572,249	805,532	994,525	1,213,289	1,477,643		
March	662,221	855,218	929,552	1,284,442	2,086,848		
April	842,099	1,142,188	1,152,450	1,527,571	1,946,574		
May	729,292	941,437	1,151,468	1,405,934	2,059,583		
June	1,020,639	980,438	1,381,325	1,716,797	2,842,676		
Total Retail Revenues	\$ 9,279,153	\$ 11,679,960	\$ 13,309,764	\$ 16,876,892	\$ 22,918,148	\$ 6,660,056	
Monthly % Change	75.48%	27.62%	11.61%	27.81%	21.07%	30.87%	
Annual % Change	67.43%	25.87%	13.95%	26.80%	35.80%		

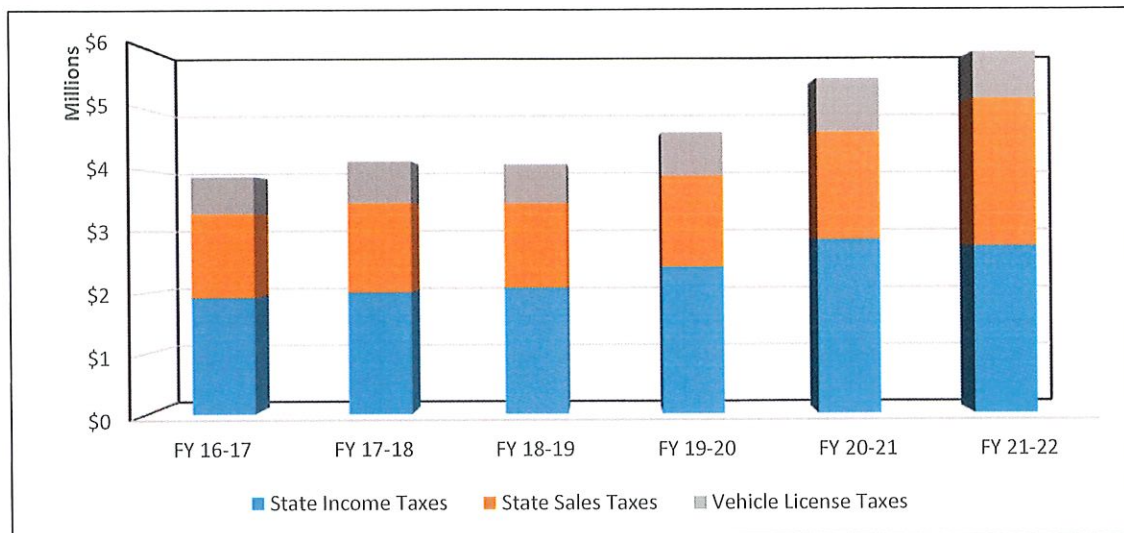


Information obtained from the Arizona Department of Revenues

City of Buckeye
General Fund - State Shared Revenues
For the three (3) month period ending September 30, Each Year



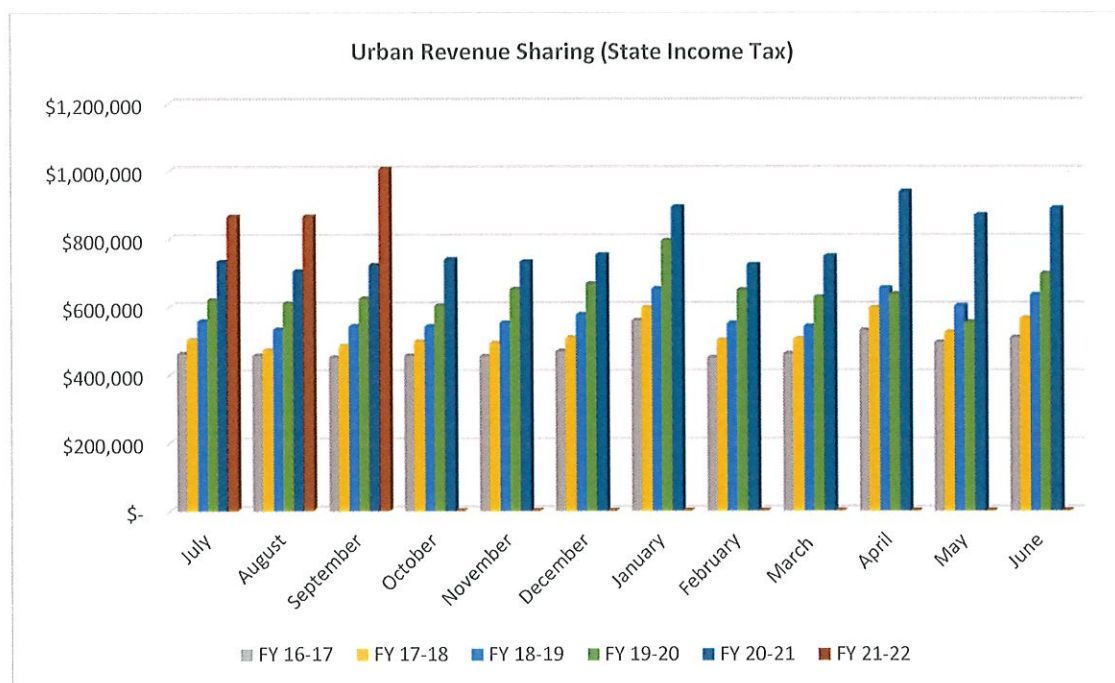
	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	% Chg over prior year
State Income Taxes	\$ 1,915,338	\$ 2,001,229	\$ 2,072,371	\$ 2,404,279	\$ 2,844,703	\$ 2,737,050	-3.78%
State Sales Taxes	1,367,351	1,457,303	1,375,635	1,485,152	1,749,894	2,398,910	37.09%
Vehicle License Taxes	602,298	670,920	630,177	701,608	871,933	758,526	-13.01%
AZ CARES	-	-	-	-	9,140,899	-	-100.00%
Total State Shared Revenues	\$ 3,884,987	\$ 4,129,452	\$ 4,078,183	\$ 4,591,039	\$ 14,607,428	\$ 5,894,486	-59.65%
Annual Percent Change	21.74%	6.29%	-1.24%	12.58%	19.07%	7.83%	



City of Buckeye
General Fund - State Shared Revenues - Urban Revenue Sharing
For the Period Ending September 2021



	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Chg over Prior Year
July	\$ 638,446	\$ 667,076	\$ 690,781	\$ 801,427	\$ 948,234	\$ 865,708	-8.70%
August	638,446	667,076	690,781	801,427	948,234	865,708	-8.70%
September	638,446	667,076	690,809	801,427	948,234	1,005,633	6.05%
October	638,446	667,076	690,809	801,427	948,234	-	
November	638,446	667,076	690,809	801,427	948,234	-	
December	638,446	667,076	690,809	801,427	948,235	-	
January	638,446	667,076	690,809	801,427	948,234	-	
February	638,446	667,076	690,809	801,427	948,234	-	
March	634,775	667,076	690,809	801,427	948,234	-	
April	638,038	667,076	690,809	801,427	948,234	-	
May	638,038	667,076	690,809	801,427	948,235	-	
June	638,038	667,076	690,809	801,427	948,234	-	
	<u>\$ 7,656,457</u>	<u>\$ 8,004,917</u>	<u>\$ 8,289,650</u>	<u>\$ 9,617,118</u>	<u>\$ 11,378,810</u>	<u>\$ 2,737,049</u>	
Monthly % Change	25.07%	4.48%	3.55%	16.02%	18.32%	-8.70%	
Annual % Change	24.99%	4.55%	3.56%	16.01%	18.32%		

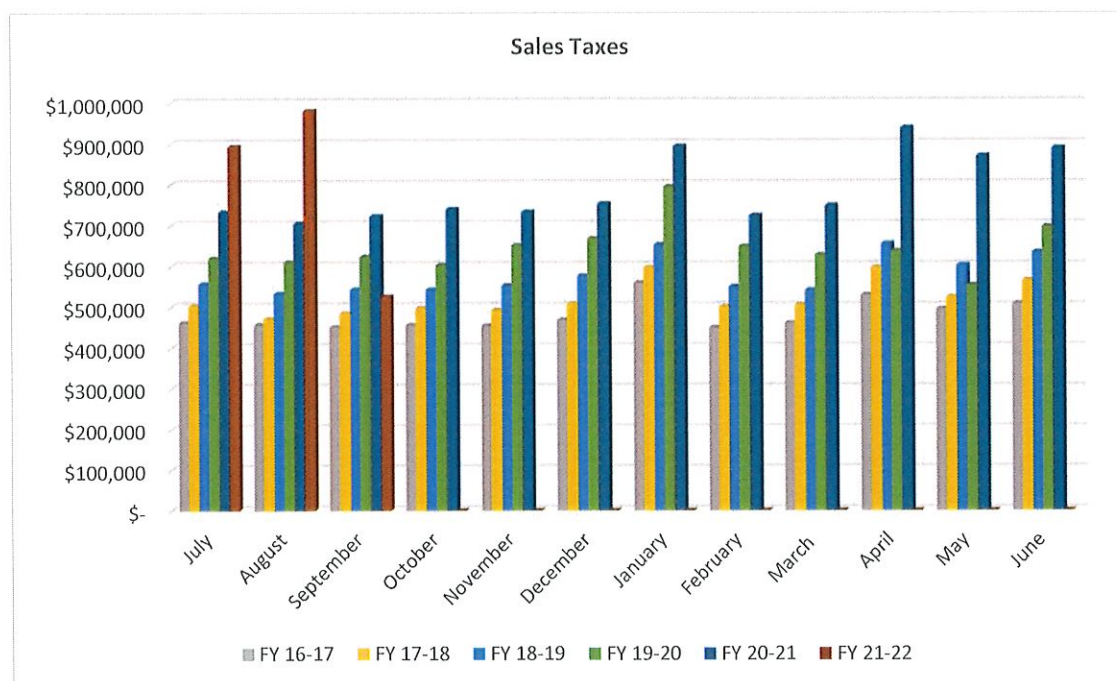


City of Buckeye
General Fund - State Shared Revenues - Sales Taxes
For the Period Ending September 2021



	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Chg over Prior Year
July	\$ 461,183	\$ 502,183	\$ 556,302	\$ 618,932	\$ 732,546	\$ 893,116	21.92%
August	456,117	470,770	532,884	609,387	704,149	980,833	39.29%
September	450,051	484,349	542,769	622,870	722,052	524,962	-27.30%
October	455,289	496,721	542,001	602,128	739,012	-	
November	453,685	491,938	552,063	650,779	732,548	-	
December	468,310	507,881	575,989	666,927	752,838	-	
January	558,699	596,144	652,337	794,410	893,477	-	
February	449,312	500,315	549,987	648,436	723,461	-	
March	460,291	504,646	541,245	627,157	748,073	-	
April	529,283	596,063	654,491	636,860	938,300	-	
May	494,216	523,977	601,930	553,329	870,098	-	
June	507,744	564,627	633,752	696,322	889,015	-	
	<u>\$ 5,744,180</u>	<u>\$ 6,239,614</u>	<u>\$ 6,935,749</u>	<u>\$ 7,727,535</u>	<u>\$ 9,445,569</u>	<u>\$ 2,398,911</u>	
Monthly % Change	19.64%	6.07%	11.95%	12.77%	16.96%	30.43%	
Annual % Change	17.57%	8.62%	11.16%	11.42%	22.23%		

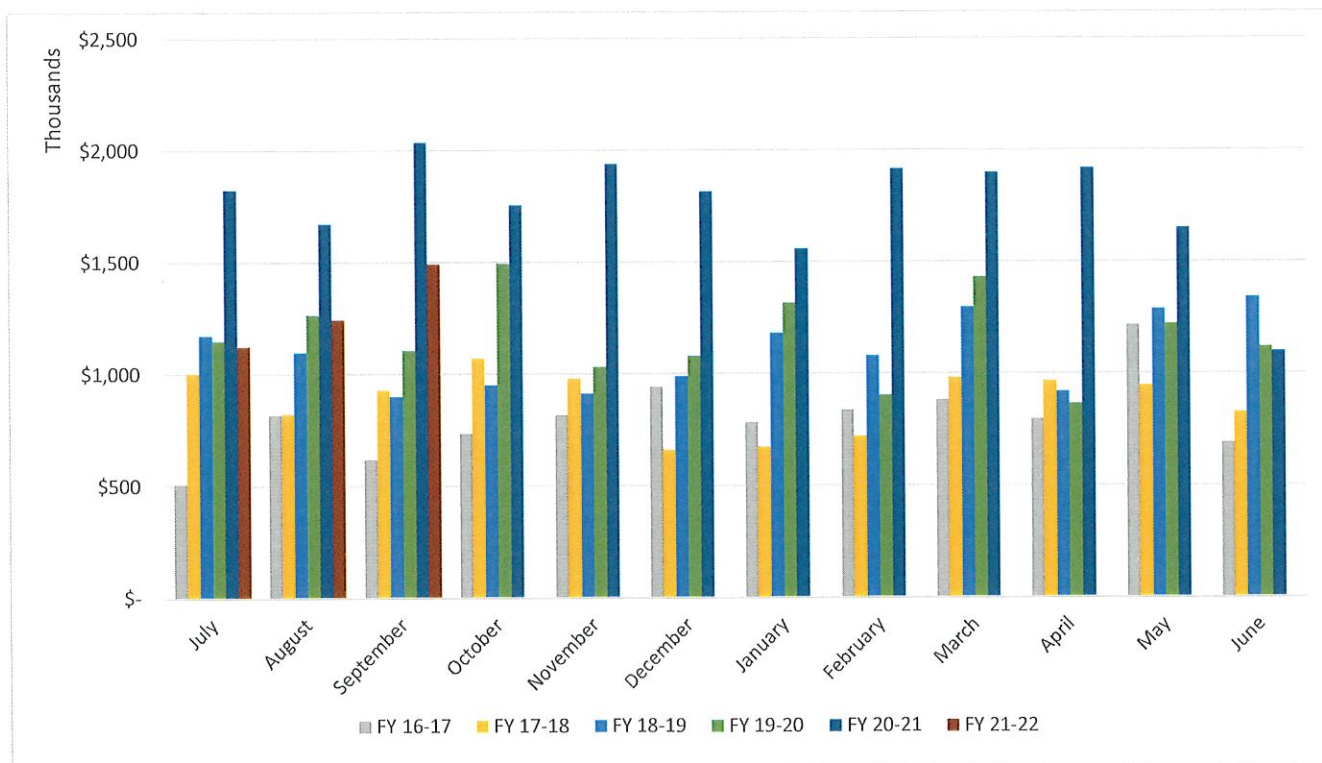
* For the fiscal year 2021-22, only one payment in September was received by month end.



City of Buckeye
Building, Planning, & Permit Revenues
For the Period Ending September 2021



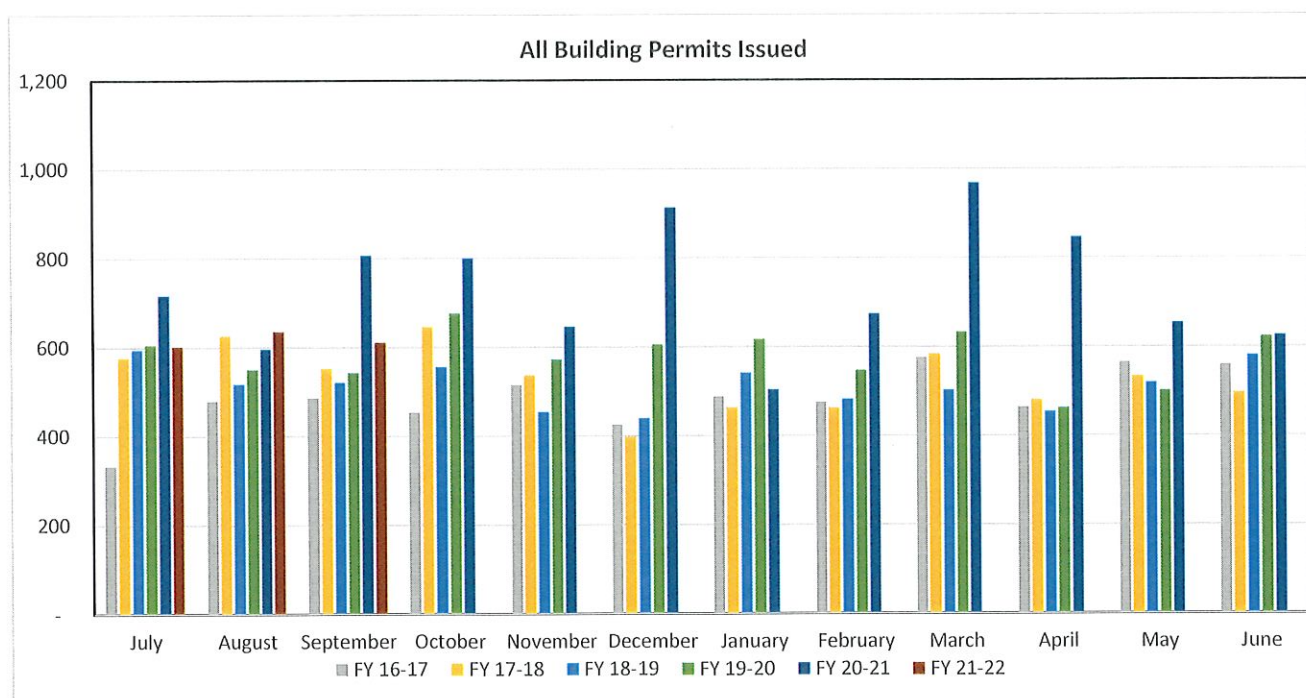
	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	% Chg over Prior Year
July	\$ 508,334	\$ 1,003,234	\$ 1,171,853	\$ 1,149,138	\$ 1,824,169	\$ 1,123,897	-38.39%
August	817,667	821,749	1,095,616	1,263,260	1,670,684	1,242,244	-25.64%
September	616,454	929,223	898,208	1,104,556	2,034,610	1,490,229	-26.76%
October	734,875	1,071,240	950,288	1,492,824	1,754,514	-	
November	816,457	978,725	910,736	1,030,402	1,937,906	-	
December	943,448	660,517	988,389	1,078,597	1,814,774	-	
January	783,195	674,415	1,180,425	1,316,103	1,557,858	-	
February	836,013	719,968	1,079,161	902,787	1,914,904	-	
March	882,596	982,825	1,295,579	1,430,449	1,898,773	-	
April	796,054	965,653	918,968	864,069	1,918,100	-	
May	1,215,163	945,675	1,286,647	1,221,440	1,649,712	-	
June	692,181	827,604	1,339,550	1,117,213	1,098,760	-	
Total Permit Fees	\$ 9,642,437	\$ 10,580,828	\$ 13,115,420	\$ 13,970,838	\$ 21,074,764	\$ 3,856,370	
Monthly % Change	8.29%	41.79%	14.94%	11.10%	57.22%	-30.26%	
Annual % Change	49.94%	9.73%	23.95%	6.52%	50.85%		



City of Buckeye
All Permits Issued
For the Period Ending September 2021



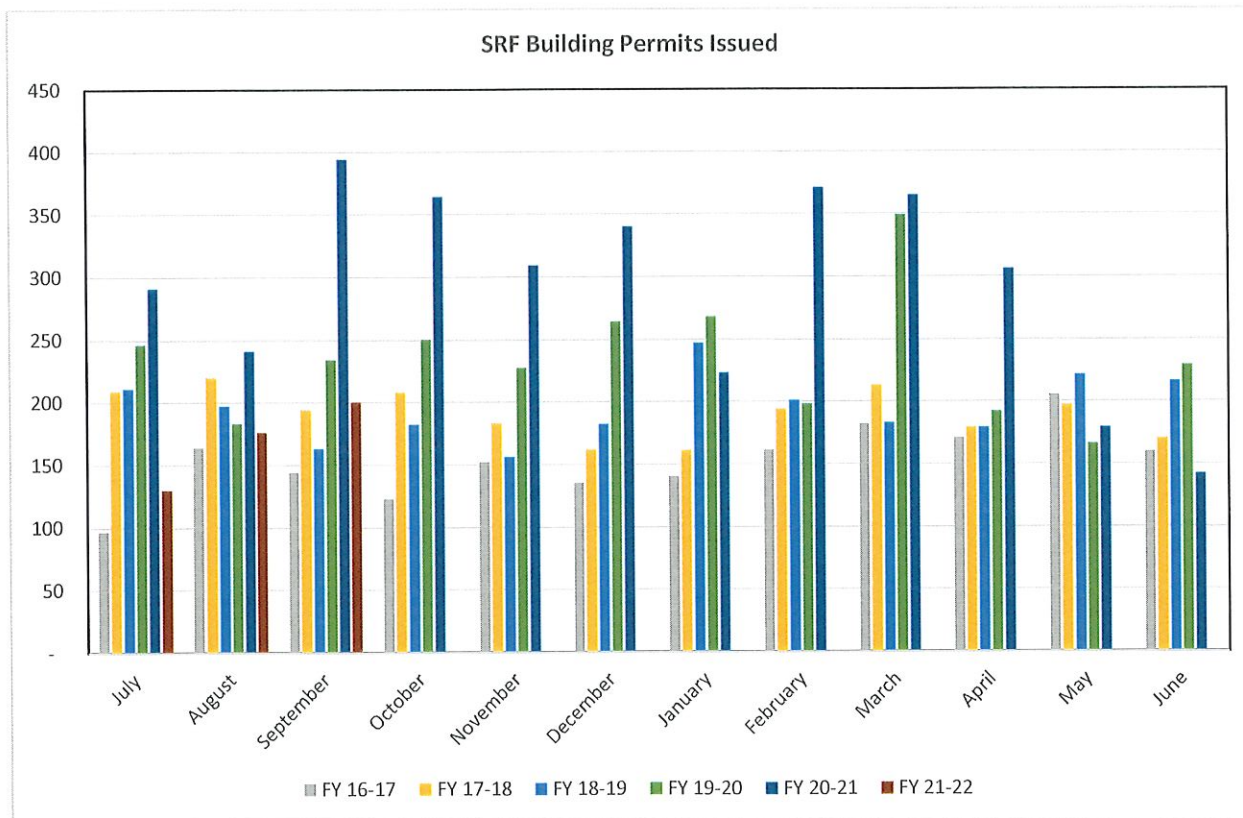
	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	% Chg over Prior Year
July	333	576	594	605	716	601	-16.06%
August	479	626	517	549	595	635	6.72%
September	485	552	520	542	806	610	-24.32%
October	453	645	555	675	799		
November	515	536	453	571	645		
December	425	398	439	605	913		
January	488	463	541	616	503		
February	475	462	482	546	673		
March	575	583	502	632	967		
April	464	480	453	461	846		
May	564	533	518	500	653		
June	558	496	580	622	625		
SFR Permits Issued	5,814	6,350	6,154	6,924	8,741	1,846	
Monthly Percent Change		35.24%	-7.01%	3.99%	24.82%	-12.80%	
Annual Percent Change		9.22%	-3.09%	12.51%	26.24%		



City of Buckeye
Single Family Residential (SFR) Permits Issued
For the Period Ending September 2021



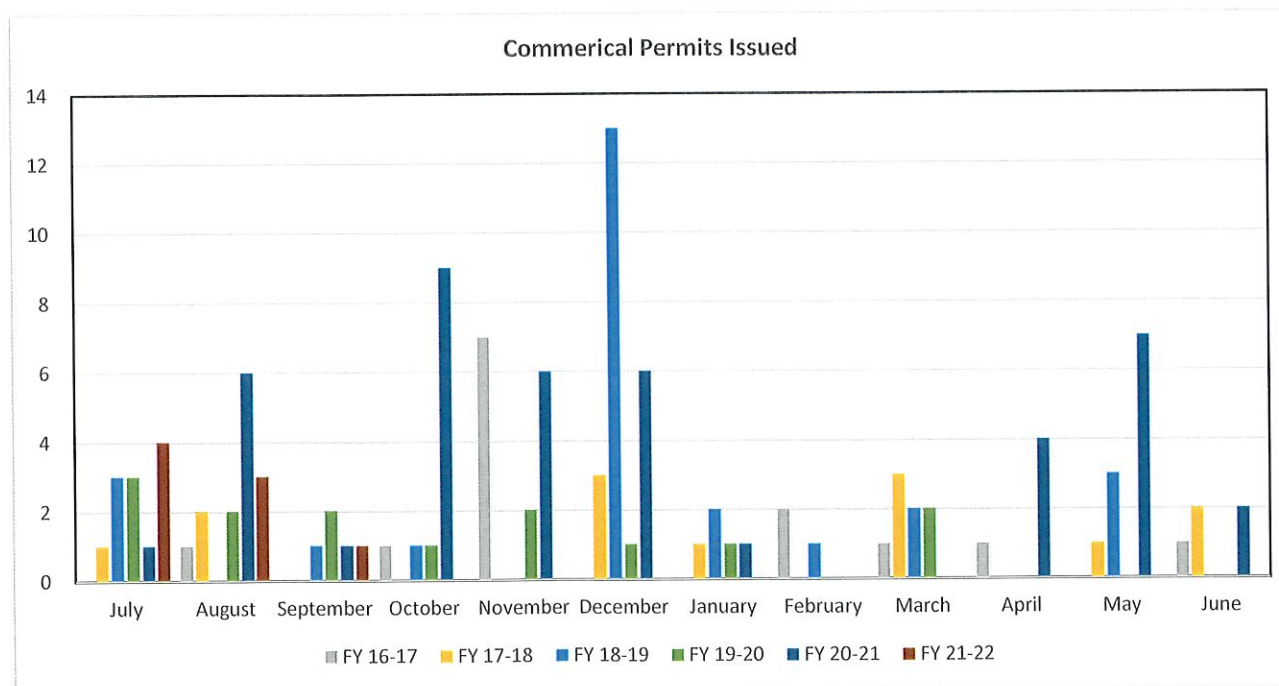
	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	% Chg over Prior Year
July	97	209	211	246	291	130	-55.33%
August	164	220	197	183	241	176	-26.97%
September	144	194	163	234	394	200	-49.24%
October	123	208	182	250	364		
November	152	183	156	227	309		
December	135	162	182	264	340		
January	140	161	247	268	223		
February	161	194	201	198	371		
March	182	213	183	349	365		
April	171	179	179	192	306		
May	205	197	221	166	179		
June	160	170	216	229	142		
SFR Permits Issued	1,834	2,290	2,338	2,806	3,525	506	
Monthly Percent Change	35.00%	53.83%	-8.35%	16.11%	39.67%	-45.36%	
Annual Percent Change	41.19%	24.86%	2.10%	20.02%	25.62%		



City of Buckeye
Commercial Permits Issued
For the Period Ending September 2021



	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	% Chg over Prior Year
July	0	1	3	3	1	4	300.00%
August	1	2	0	2	6	3	-50.00%
September	0	0	1	2	1	1	0.00%
October	1	0	1	1	9		
November	7	0	0	2	6		
December	0	3	13	1	6		
January	0	1	2	1	1		
February	2	0	1	0	0		
March	1	3	2	2	0		
April	1	0	0	0	4		
May	0	1	3	0	7		
June	1	2	0	0	2		
SFR Permits Issued	14	13	26	14	43	8	
Monthly Percent Change	-75.00%	200.00%	33.33%	75.00%	14.29%	0.00%	
Annual Percent Change	7.69%	-7.14%	100.00%	-46.15%	207.14%		



City of Buckeye
Highway User Revenue Fund (HURF) - Unaudited
Balance Sheet



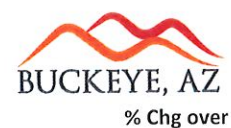
	Fiscal Year Through September			Change over Prior Year
	FY 19-20	FY 20-21	FY 21-22	
Assets				
Cash and Investments	\$ 2,920,687	\$ 3,811,020	\$ 5,021,466	\$ 1,210,446
Inventory	83,849	70,741	107,638	36,897
Total Assets	\$ 3,004,536	\$ 3,881,761	\$ 5,129,104	\$ 1,247,343
Liabilities				
Accounts Payable	\$ 9,563	\$ 620	\$ 1,167	\$ 547
Total Liabilities	9,563	620	1,167	547
Fund Balance				
Restricted -				
Reserved for Encumbrances	453,286	460,132	745,319	285,187
Unrestricted Fund Balance	2,541,687	3,421,009	4,382,618	961,609
Total Fund Balance	2,994,973	3,881,141	5,127,937	1,246,796
Total Liabilities & Fund Balance	\$ 3,004,536	\$ 3,881,761	\$ 5,129,104	\$ 1,247,343

City of Buckeye
Highway User Revenue Fund (HURF) Summary of Revenues, and Expenditures
For the three (3) months ending September 30, 2021
83% of the year remaining

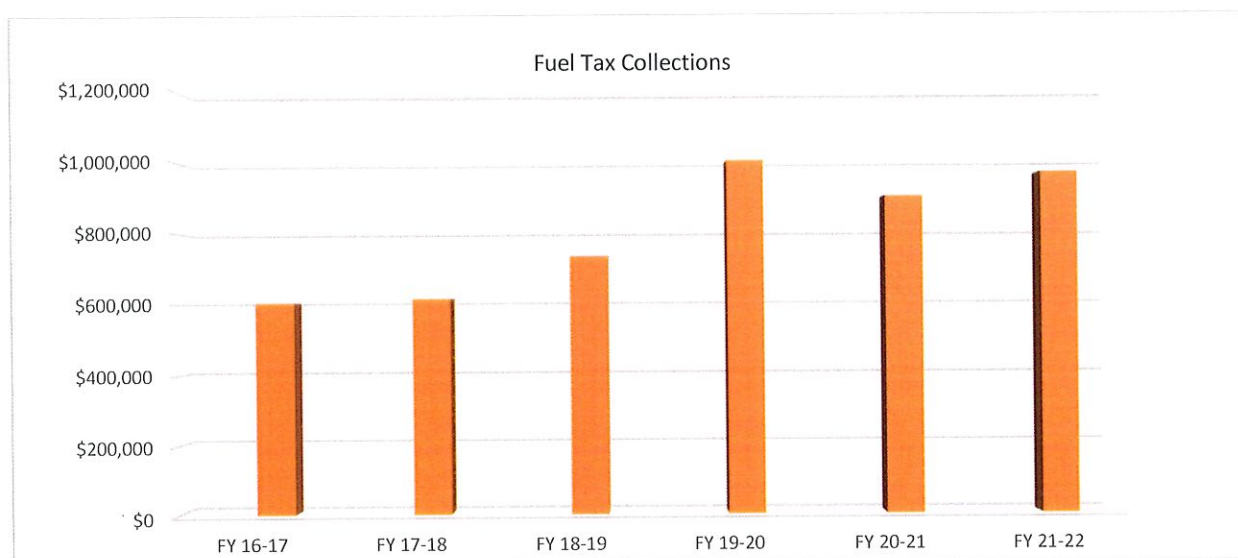


	FY 2021-22		Year to Date		Amount Encumbered	Budget Variance	% Received or Spent
	Budget		FY 2021-22	FY 2020-21			
Revenues							
Fuel Taxes	\$ 5,701,000	\$	965,488	\$ 899,833		\$ (4,735,512)	16.94%
All Other Revenues	29,500		13,015	3,617		(16,485)	44.12%
Total Revenues	\$ 5,730,500	\$	978,503	\$ 903,450		\$ (4,751,997)	17.08%
Expenditures							
Personnel Services	\$ 2,325,708	\$	321,179	\$ 331,752	\$ -	\$ 2,004,529	13.81%
Services & Other Charges	5,783,745		167,741	341,655	745,319	4,870,685	15.79%
Capital Outlay	2,260,500		2,162	-	-	2,258,338	0.10%
Contingency	1,165,751		-	-	-	1,165,751	0.00%
Total Expenditures	11,535,704		491,082	673,407	745,319	10,299,303	10.72%
Revenues over (under) Expenditures	(5,805,204)		487,421	230,043	(745,319)	(15,051,300)	
Other Revenues/Financing Sources and Other Expenditures/Financing Uses							
Transfers In	2,932,315		-	-		2,932,315	0.00%
Transfers Out	-		-	-		-	0.00%
Total Other Financing Sources over (under) Uses	\$ 2,932,315	\$	-	\$ -	\$ -	\$ 2,932,315	0.00%
Revenues & Transfers In over (under) Expenditures & Transfers Out	(2,872,889)		487,421	230,043			
Beginning Fund Balance	4,000,000		4,640,516	3,651,098			
Ending Fund Balance	\$ 1,127,111	\$	5,127,937	\$ 3,881,141			

City of Buckeye
City Highway User Revenue Fund (HURF) Revenues
For the three (3) month period ending September 30, Each Year



HURF Revenues	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Prior year
Fuel Taxes	\$ 603,267	\$ 614,982	\$ 732,642	\$ 1,000,725	\$ 899,833	\$ 965,488	7.30%
All Other Revenues	5,694	155,250	29,084	88,849	3,617	13,015	259.83%
Total Revenues	\$ 608,961	\$ 770,232	\$ 761,726	\$ 1,089,574	\$ 903,450	\$ 978,503	8.31%
Annual Percent Change	-15.89%	26.48%	-1.10%	43.04%	-17.08%		



City of Buckeye
Water Fund - Unaudited
Balance Sheet



	Fiscal Year Through September			Change over Prior Year
	FY 19-20	FY 20-21	FY 21-22	
Assets				
Current Assets:				
Cash and Investments	\$ 26,868,254	\$ 37,739,009	\$ 42,072,087	\$ 4,333,078
Cash held by Trustee	307,414	-	-	-
Accounts Receivable	2,630,324	2,040,927	1,523,224	(517,703)
Inventory	326,203	234,929	1,047,204	812,275
Deferred expenses -				
Pension - ASRS	868,594	641,205	1,079,567	438,362
Total Current Assets	31,000,789	40,656,070	45,722,082	5,066,012
Capital Assets:				
Land	1,998,440	1,998,440	3,053,337	1,054,897
Buildings	16,363,047	16,363,047	16,550,584	187,537
Improvements other than Building	386,056	417,046	417,046	-
Machinery and Equipment	4,598,652	5,589,405	6,457,824	868,419
Infrastructure	143,636,630	141,683,188	144,635,072	2,951,884
Construction in Progress	27,432,925	55,869,603	105,939,310	50,069,707
Goodwill	23,358,372	20,037,208	16,716,044	(3,321,164)
Accumulated Depreciation	(73,792,091)	(77,836,106)	(82,845,524)	(5,009,418)
Total Capital Assets	143,982,031	164,121,831	210,923,693	46,801,862
Total Assets	\$ 174,982,820	\$ 204,777,901	\$ 256,645,775	\$ 51,867,874
Liabilities				
Current Liabilities				
Accounts Payable	\$ 2,290,682	\$ 1,299,354	\$ 2,257,930	\$ 958,576
Customer Deposits	2,775,078	1,448,824	487,772	(961,052)
Noncurrent Liabilities				
Net Pension Liability - ASRS	4,469,155	4,469,673	5,214,952	745,279
Notes Payable	63,286,116	84,984,808	123,751,081	38,766,273
Total Liabilities	72,821,031	92,202,659	131,711,735	39,509,076
Fund Balance				
Restricted -				
Reserved for Encumbrances	25,459,299	62,690,299	18,277,718	(44,412,581)
Unrestricted Fund Balance	76,702,490	49,884,943	106,656,322	56,771,379
Total Fund Balance	102,161,789	112,575,242	124,934,040	12,358,798
Total Liabilities & Fund Balance	\$ 174,982,820	\$ 204,777,901	\$ 256,645,775	\$ 51,867,874

City of Buckeye
Water Fund
Summary of Revenues, Expenditures, & Transfers
For the three (3) months ending September 30, 2021
83% of the year remaining

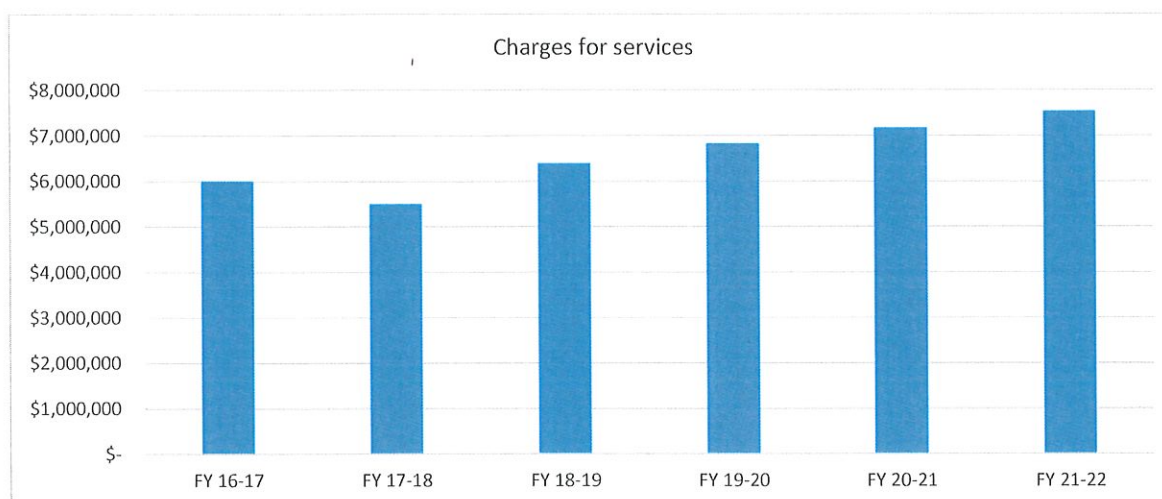


	FY 2021-22 Budget	Year to Date		Amount Encumbered	Budget Variance	% Received or Spent
		FY 2021-22	FY 2020-21			
Revenues						
Charges For Services	\$ 33,470,000	\$ 7,541,212	\$ 7,170,967		\$ (25,928,788)	22.53%
All Other Revenues	1,360,000	35,917	28,775		(1,324,083)	2.64%
Capital Contributions	7,000,000	-	-		(7,000,000)	0.00%
Bond/Loan Proceeds	17,350,000	6,382,182	1,766,537		(10,967,818)	36.78%
Total Revenues	\$ 59,180,000	\$ 13,959,311	\$ 8,966,279		\$ (45,220,689)	23.59%
Expenditures						
Personnel Services	\$ 6,143,040	\$ 997,874	\$ 873,869	\$ -	\$ 5,145,166	16.24%
Services & Other Charges	13,985,446	2,007,985	902,260	1,747,669	10,229,792	26.85%
Debt Service	9,218,522	-	1,050	-	9,218,522	0.00%
Equipment and CIP	53,834,501	6,713,202	4,062,348	16,530,049	30,591,250	43.18%
Contingency	1,554,396	-	-	-	(1,554,396)	0.00%
Total Expenditures	84,735,905	9,719,061	5,839,527	18,277,718	53,630,334	36.71%
Revenues over (under) Expenditures	(25,555,905)	4,240,250	3,126,752	(18,277,718)	(98,851,023)	
Other Revenues/Financing Sources and Other Expenditures/Financing Uses						
Transfers from other funds	6,100,000	-	-		(6,100,000)	0.00%
Total Other Financing Sources over (under) Uses	6,100,000	-	-	-	(6,100,000)	-100.00%
Revenues & Transfers In over (under) Expenditures & Transfers Out	(19,455,905)	4,240,250	3,126,752			
Beginning Fund Balance	38,000,000	120,693,790	109,448,490			
Ending Fund Balance	\$ 18,544,095	\$ 124,934,040	\$ 112,575,242			

City of Buckeye
Water Revenues
For the three (3) month period ending September 30, Each Year



Water Revenues	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	% Chg over Prior year
Charges for services	\$ 5,999,288	\$ 5,503,129	\$ 6,389,397	\$ 6,823,770	\$ 7,170,967	\$ 7,541,212	5.16%
All Other Revenues	63,092	42,671	211,426	148,144	28,775	35,917	24.82%
Total Revenues	\$ 6,062,380	\$ 5,545,800	\$ 6,600,823	\$ 6,971,914	\$ 7,199,742	\$ 7,577,129	5.24%
Annual Percent Change		-8.52%	19.02%	5.62%	3.27%		



City of Buckeye
Wastewater Fund - Unaudited
Balance Sheet



	Fiscal Year Through September			Change over
	FY 19-20	FY 20-21	FY 21-22	Prior Year
Assets				
Current Assets:				
Cash and Investments	\$ 14,556,391	\$ 16,161,257	\$ 13,667,216	\$ (2,494,041)
Accounts Receivable	732,507	634,674	510,783	(123,891)
Deferred expenses -				
Pension - ASRS	477,727	338,285	540,388	202,103
Total Current Assets	15,766,625	17,134,216	14,718,387	(2,415,829)
Capital Assets:				
Land	5,104,366	5,104,366	5,104,366	-
Buildings	70,332,855	70,332,855	71,758,309	1,425,454
Improvements other than Building	393,406	393,406	393,406	-
Machinery and Equipment	2,588,582	3,274,302	4,310,908	1,036,606
Infrastructure	162,054,895	164,321,315	174,619,882	10,298,567
Construction in Progress	1,999,364	3,203,100	4,866,419	1,663,319
Accumulated Depreciation	(69,914,988)	(76,031,982)	(82,303,571)	(6,271,589)
Total Capital Assets	172,558,480	170,597,362	178,749,719	8,152,357
Total Assets	\$ 188,325,105	\$ 187,731,578	\$ 193,468,106	\$ 5,736,528
Liabilities				
Current Liabilities				
Accounts Payable	\$ 416,258	\$ 6,946	\$ 34,818	\$ 27,872
Customer Deposits	472,442	384,838	304,385	(80,453)
Noncurrent Liabilities				
Net Pension Liability - ASRS	2,458,036	2,358,094	2,610,399	252,305
Notes Payable	8,415,533	7,837,479	7,036,475	(801,004)
Total Liabilities	11,762,269	10,587,357	9,986,077	(601,280)
Fund Balance				
Restricted -				
Reserved for Encumbrances	1,439,958	10,353,399	4,723,245	(5,630,154)
Unrestricted Fund Balance	175,122,878	166,790,822	178,758,784	11,967,962
Total Fund Balance	176,562,836	177,144,221	183,482,029	6,337,808
Total Liabilities & Fund Balance	\$ 188,325,105	\$ 187,731,578	\$ 193,468,106	\$ 5,736,528

City of Buckeye
Wastewater Summary of Revenues, Expenditures, & Transfers
For the three (3) months ending September 30, 2021
83% of the year remaining



	FY 2021-22 Budget	Year to Date		Amount Encumbered	Budget Variance	% Received or Spent
		FY 2021-22	FY 2020-21			
Revenues						
Charges For Services	\$ 14,475,000	\$ 2,930,589	\$ 2,681,946		\$ (11,544,411)	20.25%
All Other Revenues	101,000	11,346	1,071		(89,654)	11.23%
Bond/Loan Proceeds	12,295,650	-	-		12,295,650	0.00%
Total Revenues	\$ 26,871,650	\$ 2,941,935	\$ 2,683,017		\$ 661,585	10.95%
Expenditures						
Personnel Services	\$ 3,608,403	\$ 462,514	\$ 455,618	-	\$ 3,145,889	12.82%
Services & Other Charges	5,074,891	361,668	349,756	714,861	3,998,362	21.21%
Debt Service	1,019,389	-	850	-	1,019,389	0.00%
Equipment and CIP Expenditures	20,981,047	191,641	1,190,901	1,833,252	18,956,154	9.65%
Contingency	472,677	-	-	-	472,677	0.00%
Total Expenditures	31,156,407	1,015,823	1,997,125	2,548,113	27,592,471	11.44%
Revenues over (under) Expenditures	(4,284,757)	1,926,112	685,892	(2,548,113)	(26,930,886)	
Revenues & Transfers In over (under) Expenditures & Transfers Out	(4,284,757)	1,926,112	685,892			
Beginning Fund Balance	15,000,000	181,555,917	176,458,329			
Ending Fund Balance	\$ 10,715,243	\$ 183,482,029	\$ 177,144,221			

City of Buckeye
Wastewater Revenues
For the three (3) month period ending September 30, Each Year



% Chg over

Wastewater Revenues	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 20-22	Prior year
Charges for services	\$ 798,961	\$ 1,779,980	\$ 2,095,490	\$ 2,218,850	\$ 2,681,946	\$ 2,930,589	9.27%
All Other Revenues	-	-	35,625	63,462	1,071	11,346	959.38%
Total Revenues	\$ 798,961	\$ 1,779,980	\$ 2,131,115	\$ 2,282,312	\$ 2,683,017	\$ 2,941,935	9.65%
Annual Percent Change	-2.19%	122.79%	19.73%	7.09%	17.56%		



City of Buckeye
Environmental Services Fund - Unaudited
Balance Sheet



	Fiscal Year Through September			Change over
	FY 19-20	FY 20-21	FY 21-22	Prior Year
Assets				
Current Assets:				
Cash and Investments	\$ 1,671,502	\$ 1,161,097	\$ 2,087,820	\$ 926,723
Accounts Receivable	416,657	325,834	287,351	(38,483)
Deferred expenses -				
Pension - ASRS	172,461	127,498	183,583	56,085
Total Current Assets	2,260,620	1,614,429	2,558,754	944,325
Capital Assets:				
Buildings	75,567	75,567	75,567	-
Machinery and Equipment	203,768	260,993	281,965	20,972
Construction in Progress	-			-
Accumulated Depreciation	(100,994)	(149,155)	(195,273)	(46,118)
Total Capital Assets	178,341	187,405	162,259	(25,146)
Total Assets	\$ 2,438,961	\$ 1,801,834	\$ 2,721,013	\$ 919,179
Liabilities				
Current Liabilities				
Accounts Payable	\$ 180	\$ -	\$ 10	\$ 10
Customer Deposits	343,943	206,716	199,025	(7,691)
Noncurrent Liabilities				
Net Pension Liability - ASRS	887,354	888,745	886,810	(1,935)
Total Liabilities	1,231,477	1,095,461	1,085,845	(9,616)
Fund Balance				
Restricted -				
Reserved for Encumbrances	58,115	84,571	41,838	(42,733)
Unrestricted Fund Balance	1,149,369	621,802	1,593,330	971,528
Total Fund Balance	1,207,484	706,373	1,635,168	928,795
Total Liabilities & Fund Balance	\$ 2,438,961	\$ 1,801,834	\$ 2,721,013	\$ 919,179

City of Buckeye
Environmental Services Summary of Revenues, Expenditures, & Transfers
For the three (3) months ending September 30, 2021
83% of the year remaining



	FY 2020-21 Budget	Year to Date		Amount Encumbered	Budget Variance	% Received or Spent
		FY 2020-21	FY 2019-20			
Revenues						
Charges For Services	\$ 8,651,727	\$ 1,827,311	\$ 1,507,087		\$ (6,824,416)	21.12%
All Other Revenues	10,000	1,209	10,029		(8,791)	12.09%
Total Revenues & Transfers In	\$ 8,661,727	\$ 1,828,520	\$ 1,517,116		\$ (6,833,207)	21.11%
Expenditures						
Personnel Services	\$ 1,027,734	\$ 152,791	\$ 153,563	-	\$ 874,943	14.87%
Services & Other Charges	7,530,059	708,391	1,178,829	41,838	6,779,830	9.96%
Equipment and CIP	169,000	-	8,335	-	169,000	0.00%
Contingency	572,052	-	-	-	572,052	0.00%
Total Expenditures	9,298,845	861,182	1,340,727	41,838	8,395,825	9.71%
Revenues over (under) Expenditures	(637,118)	967,338	176,389	(41,838)	(15,229,032)	
Other Revenues/Financing Sources and Other Expenditures/Financing Uses						
Transfers In	-	-	-	-	-	-
Transfers Out	(113,910)	-	-	-	(113,910)	-
Total Other Financing Sources over (under) Uses	(113,910)	-	-	-	(113,910)	0.00%
Revenues & Transfers In over (under) Expenditures & Transfers Out	(751,028)	967,338	176,389			
Beginning Fund Balance	1,000,000	667,830	529,984			
Ending Fund Balance	\$ 248,972	\$ 1,635,168	\$ 706,373			

City of Buckeye
FY 2021-22 Capital Improvement Projects
As of September 30, 2021



Project Description	Budget FY 20-21	Revised FY 20-21	Spent to date	Encumbrances	Remaining Balance
Emergency Backup Generators	\$1,750,000	\$1,750,000	\$0	\$1,377,592	\$372,408
Waterline at the Airport	\$0	90,000	-	85,263	4,737
Charman Bldg Space Plan	751,572	21,681	41,143	35,986	(55,448)
Communication Tower, ParkNRide	2,165,375	2,165,375	-	300,813	1,864,562
Police Communications Center	88,626	88,626	37,599	-	51,027
Police Training	5,964,994	6,514,994	202,304	144,212	6,168,478
Blue Horizons Fire Station	400,000	400,000	-	398,409	1,591
Baseline Road and Railroad Alignment	400,000	400,000	-	-	400,000
Miller & Broadway TS	2,582,532	2,957,532	271	37,379	2,919,882
Miller & Southern TS	2,597,124	2,597,124	166	2,197,815	399,143
247 Ave Paving, LBuck-Durango	3,178,887	3,168,868	778,039	733,367	1,657,462
Apache & Southern TS	3,588,481	3,588,481	124,194	42,981	3,421,306
Durango St - Miller to Yuma	2,418,929	2,043,929	48,212	72,140	1,923,577
Rdwy Impr - Watson-Durango/L Buckeye	2,139,705	2,139,705	4,196	8,736	2,126,773
Rdwy Impr - Watson-85 to Southern	2,484,620	2,484,620	-	49,199	2,435,421
Miller & Baseline Traffic Signal	1,324,786	1,324,786	-	12,164	1,312,622
Energy Savings Performance Contract	100,000	100,000	-	-	100,000
Bureau Reclamation/City Stormwater	90,000	90,000	-	-	90,000
VW - Yuma Road to Van Buren-Roadway	7,022,000	7,022,000	-	7,500	7,014,500
ParknRide Expansion, Jackrabbit Trail	2,493,119	2,493,119	-	-	2,493,119
Vehicle Detection Camera Procurement	638,521	638,521	-	-	638,521
ITS Yuma Road-237th Lane to Verrado	766,643	766,643	14,042	60,311	692,290
Miller Rd Expansion - Durango to LB	1,458,651	1,458,651	3,616	483,453	971,582
Intersection Impr - Apache Rd & Broadway	830,000	830,000	-	-	830,000
Household Hazardous Waste Collection	132,000	132,000	-	18,650	113,350
City Hall Space Planning Improvements	500,000	500,000	-	-	500,000
Watson Road - Broadway Road DCR	325,000	325,000	-	129,908	195,092
Sundance Park Improvements	17,696,585	17,696,585	534,709	6,241,193	10,920,683
N Library & Comm Center	460,461	460,461	-	-	460,461
Buckeye Pool Expansion	1,450,000	1,450,000	-	31,865	1,418,135
Performing Arts Center (A-Wing)	425,860	425,860	-	-	425,860
BLM Land Miller/TonopSalomeHwy	188,695	188,695	11,656	25,433	151,606
North Zone 30-acre Community Park	2,465,340	2,465,340	-	-	2,465,340
Gila River Restoration	100,000	100,000	-	-	100,000
Skyline Regional Park Ph II	54,942	54,942	-	-	54,942
CDBG - Sr Ctr Kitchen Remodel	1,725,069	1,725,069	-	-	1,725,069
Buckeye Valley Museum Renovation	533,722	633,632	6,162	400	627,070
General Government CIP Projects	\$71,292,239	\$71,292,239	\$1,806,309	\$12,494,769	\$56,991,161
Jackie A Meck Water Campus	\$17,350,000	\$17,190,000	\$6,537,475	\$6,408,320	\$4,244,205
Water Treatment Facility #9	1,850,000	1,850,000	-	20,332	1,829,668
Airport Waterline for Commercial	3,400,000	3,400,000	129,319	2,683,385	587,296
Farallon Water Campus #16	16,127,913	16,127,913	83	6,720,682	9,407,148
West Phoenix Estates Water Campus #3 Imj	3,000,000	3,000,000	-	112,773	2,887,227
Drill well #13	4,529,424	4,529,424	6,079	37,706	4,485,639
Water Treatment Plant #5	1,500,000	1,500,000	-	24,107	1,475,893
Sundance Reclaim Tanks Rehab	500,000	500,000	-	2,000	498,000
Pilot Well Exploration	500,000	500,000	-	263,072	236,928
Pressure Reducing Values - Global Svc Area	1,725,000	1,725,000	-	-	1,725,000
Tartesso Arsenic Treatment	500,000	500,000	-	-	500,000

City of Buckeye
FY 2021-22 Capital Improvement Projects
As of September 30, 2021



Project Description	Budget FY 20-21	Revised FY 20-21	Spent to date	Encumbrances	Remaining Balance
Reach line connect to Jackie Meck Campus	500,000	500,000	-	-	500,000
Sundance Well #10	350,000	350,000	-	-	350,000
Broadway Road Well #8	100,000	260,000	400	257,672	1,928
EPCOR Connection to Sonoran Ridge	750,000	750,000	-	-	750,000
Water CIP Projects	\$52,682,337	\$52,682,337	\$6,673,356	\$16,530,049	\$29,478,932
Sundance WRF Impr - Anoxic Basin #4	\$12,295,650	\$12,295,650	\$0	\$0	\$12,295,650
Central WWTP Improvements Phase 2	2,500,000	2,500,000	-	1,995,308	504,692
Festival Ranch WRF Improvements	300,000	300,000	64,859	148,510	86,631
Sundance WRF Centrifuge	1,443,775	1,443,775	87,495	1,297,502	58,778
Wastewater Repair & Replacement Prog	500,000	450,000	-	-	450,000
Manhole Rehab	761,344	761,344	18,181	17,227	725,936
Tartesso WRF Improvements	300,000	300,000	-	390,297	(90,297)
NE Lift Station	-	35,000	21,106	10,554	3,340
Reclamation Facility #6 Phase I	1,500,000	1,500,000	-	-	1,500,000
Wastewater CIP Projects	\$19,600,769	\$19,585,769	\$191,641	\$3,859,398	\$15,534,730
Total CIP Projects	\$143,575,345	\$143,560,345	\$8,671,306	\$32,884,216	\$102,004,823