



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 AND SPECIAL COUNCIL MEETING
JULY 6, 2021
AGENDA**

**City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
6:00 PM**

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

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

IMPORTANT NOTICE REGARDING PUBLIC PARTICIPATION

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

- 1. Call to Order/Invocation/Pledge of Allegiance/Roll Call**
- 2. Comments from the Public- Members of the audience may comment on any item of interest.**
Council Action: Open Meeting Law does not permit Council discussion of items not specifically on the agenda
- 3. Special Meeting**
 - 3.A Council will convene into a Special Council Meeting (as required by A.R.S. Title 42, Sections 17101 through 17108).**
Summary: Council will make a motion to convene into a Special Meeting pursuant to A.R.S Title 42, Sections 17101 through 17108.
 - 3.B Council will hold a public hearing and take action (*roll call vote*) on the Truth in Taxation (TNT) Primary Property Tax Levy for Fiscal Year 2021-2022 equal to \$10,910,454.**

Summary: Council will conduct a public hearing to discuss, consider and take action approving a FY21-22 Primary Property Tax Levy of \$10,910,454. The primary property tax levy is not restricted and may be used for any/all services to the Community. Council to adopt and approve, a Fiscal Year 2021-2022 primary property tax levy of \$10,910,454. It is the City's intention that the City's primary property taxes for a \$100,000 valued home not exceed \$180. The FY21-22 estimate is \$176.71.

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

3.C Council will hold a public hearing and take action on Resolution No. 39-21 adopting a budget; setting forth the receipts and expenditures and the amounts proposed to be raised by direct property taxation for the various purposes for the Fiscal Year 2021-2022.

Summary: Council must conduct a public hearing to discuss, consider and take action on approving the Final Budget for FY 2021-2022. On June 15, 2021 Council approved Resolution No. 37-21 which adopted a tentative budget for FY 2021-2022 in the amount of \$392,657,440.

Notice was published as required by law. Arizona Revised Statutes provide that the total amounts proposed to be spent in the final budget shall not exceed the total amounts that were proposed for expenditure in the adopted, published tentative estimates.

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

3.D Council will hold a public hearing and take action on Resolution No. 40-21 adopting the Final Budget for Fiscal Year 2021-2022 beginning July 1, 2021 and ending June 30, 2022, by the Governing Board of the following Street Lighting Improvement Districts: SLID No. 1, comprised of Sun City Festival Parcels A1 and B1; 2006-SLID-001, comprised of Vista De Montana Phases 1A, 1B, 2, and 3; 2006-SLID-002, comprised of Sundance Parcels 48, 49A; 2006-SLID-003, comprised of Blue Horizons; 2006-SLID-07, comprised of Festival Foothills Phase 1 and Units 25, 27, 29 and 31; 2006-SLID-08, comprised of Festival Foothills Phase 2; 2006-SLID-009, comprised of Crystal Vista; 2006-SLID-011, comprised of Sun City Festival Parcels C1 through H1, V1, S1 and Q1; 2006-SLID-15, comprised of Riata West Unit 2; 2006-SLID-016, comprised of Sonoran Vista Units 1 and 2; 2006-SLID-17, comprised of Riata West Unit 1; 2006-SLID-19, comprised of Sun City Festival Parcels K1, O1, M1, R1, A2, M2, U1, 4, 5 and 6, and A1, Phase 3; 2007-SLID-001, comprised of Sundance Parcel 27; 2007-SLID-002, comprised of Sundance Parcel 25; 2007-SLID-003, comprised of Sundance Parcel 26; 2007-SLID-010, comprised of Watson Estates; 2007-SLID-013, comprised of Sun City Festival Parcels I1 and P1; 2007-SLID-021, comprised of Sun City Festival Parcel J1; 2009-SLID-02A, comprised of Watson Marketplace; 2011-SLID-001, comprised of Sundance/Yuma Commercial; 2012-SLID-02, comprised of Sienna Hills; 2013-SLID-001, comprised of Arroyo Seco North, Village 1 and Arroyo Seco South, Village 3; 2013-SLID-002, comprised of Sun City Festival Parcels L1, L1-2, HH1-1, HH1-2, HH1-3, HH1-4, HH1-5, JJ and N-1; 2015-SLID-001, comprised of Estrella Vista at Buckeye; 2017-SLID-003, comprised of Parkplace at Buckeye, Terravista Phase 1, Encantada Estates; 2018-SLID-001, comprised of Canyon Views; 2019-SLID-002 comprised of Westpark Phase II; and 2021-SLID-001, comprised of Buckeye

Parkway Center.

Summary: Street Lighting Improvement Districts [SLIDs] are established with the approval of the City Council. Council serves as the Governing Board of the SLID and the City administers the operations of the SLID which are for the purpose of operating and maintaining street lighting located within the SLID. By Arizona law, SLIDs cannot incur debt. The assessment is imposed on each property within the District and is collected through the Maricopa County property tax system.

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

3.E Council will reconvene into the Regular Council Meeting.

Summary: Council will make a motion to reconvene into the Regular Council Meeting.

4. Awards/Presentations/Proclamations

4.A Mayor Orsborn to recognize the retirement of Jean Poe, Risk & Safety Manager, Buckeye Human Resources Department.

Mayor Orsborn to recognize the retirement of Marcy Seville, Payroll Specialist, Buckeye Human Resources Department.

5. Minutes

5.A Council to take action on approval of the minutes of the May 12, 2021 Council Retreat, June 1, 2021 Council Workshop and June 1, 2021 Regular Council Meeting.

6. Expenditures

6.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.

7. 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*

***7.A** Council to take action on Delivery Order No. 2 (Contract No. 2019010-01) between the City of Buckeye, an Arizona municipal corporation, and Achen-Gardner Construction, LLC, an Arizona limited liability company, for labor, materials, equipment and services required for a 16-inch waterline beginning at the Buckeye Airport entrance and Pal Verde Road intersection for approximately 1,329 Linear Feet (LF) to the west, and one 12" gate valve and stub out to the south of a proposed cross; and authorizing the Mayor to execute and deliver said Delivery Order on behalf of the City.

Summary: As part of the Capital Improvement Program the Construction and Contracting Division has been asked to bring water from the Hopeville Water Campus to the Airport. This Delivery Order No. 2 is Phase II of the waterline. The 16" waterline will begin at the Buckeye Airport entrance and Pal Verde Road intersection for approximately 1,329 LF to the west, and one 12" gate valve and stub out to the south of a proposed cross. This work is being procured from the Job Order Contract for Waterline Utility Piping, Achen-Gardner Construction has with the City. Cost of this Delivery Order is \$597,766.93.

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

- *7.B** Council to take action on Resolution No. 48-21 approving and ratifying Amendment No. 1 to the Intergovernmental Agreement between the City of Glendale and the City of Buckeye, Contract No. C18-0513, relating to the Buckeye Police Department providing law enforcement, security, and traffic management services at the University of Phoenix Stadium in Glendale, Arizona, now known as the State Farm Stadium; and authorizing the City Manager execution and delivery of said Amendment.

Summary: The amendment will allow the Buckeye Police Department to provide law enforcement, security, and traffic management services at the State Farm Stadium for a period of three years from June 30, 2021 through June 30, 2024. The item is being ratified because the City of Glendale is requiring a signature before June 30, 2021 by the City of Buckeye.

Implementing this IGA is in the interest of public safety and the City of Buckeye Police Department will provide law enforcement services as detailed in the IGA.

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

- *7.C** Council to take action on Resolution No. 50-21 approving Amendment No. 5 to the Restatement of Intergovernmental Agreement between the City of Buckeye and the City of Phoenix regarding a City of Phoenix Municipal Solid Waste Landfill located in Buckeye (City of Phoenix Contract No. 100744); and authorizing the Mayor to execute and deliver said Amendment.

Summary: This is a proposed amendment to the Intergovernmental Agreement (IGA) between the City of Phoenix and the City of Buckeye related to the State Route 85 Landfill (Phoenix Landfill). This amendment includes twelve site design and operational conditions. Phoenix proposes to modify the condition that limits the height of the landfill to a maximum of 150 feet above the existing grade. This modification would allow Phoenix to apply for an amendment to their permit with ADEQ to raise the height of the landfill. Phoenix and Buckeye have previously amended other site conditions over time through other amendments to the IGA.

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

- *7.D** Council to take action on Resolution No. 47-21 approving 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 agreement and related documents on behalf of the City.

Summary: The purpose of the Agreement is for the County to provide the Subrecipient (Buckeye) with Community Block (CDBG) funds, for the expansion of the Buckeye Senior Center Kitchen Expansion and Remodel CDBG21BK. This project is beneficial to the senior citizens by allowing the City to continue providing the efficient delivery of meal services to Buckeye's growing senior population. It has become increasingly challenging to prepare, serve, and package the number of meals needed in a quick and efficient manner in a kitchen that was not designed to handle such high volumes. Construction cost is estimated to be \$810,000; staff is responsible for adhering to the implementation schedule, quarterly reports, and requesting reimbursement not to exceed \$540,000.

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

- *7.E** Council to take action on the purchase order for the purchase of a replacement fire engine, in an amount not to exceed \$610,000, through a contract awarded to Sutphen Corporation effective April 16, 2018 through April 16, 2022, pursuant to a cooperative contract with the National Joint Powers Alliance (NJPA Contract # 022818); and authorize the City Manager to execute and deliver said purchase order.

Summary: The Fire Department requests approval to purchase a replacement Fire Engine in accordance with the City Vehicle Replacement Policy, through Sutphen Corporation. The purchase is budgeted in the Fiscal Year 2021-2022 annual appropriation with a total cost not-to-exceed \$610,000. The purchase will be made through Cooperative Agreement #022818-SUT as determined by the City's Construction and Contracting Services.

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

- *7.F** Council to take action on a re-plat of Lot 8 in Miller Commerce Center, located at the northwest corner Durango Street and Miller Road.

Summary: The applicant has requested approval of a re-plat of Lot 8 in Miller Commerce Center. The re-plat is approximately 1.8 acres comprising two (2) commercial lots, with a total of 0.2 acre being dedicated as right-of-way along Durango Street and Miller Road. Approval of the re-plat will allow development of the associated commercial site plan to support this growing area in the City of Buckeye. Requested by Michael Hreha, Larson Engineering, on behalf of SSCW Miller Road LLC.

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

- *7.G** Council to take action on Resolution 49-21 adopting a Public Safety Personnel Retirement System Pension Funding Policy pursuant to Laws 2018, Chapter 112; providing for repeal of conflicting Resolutions.

Summary: A.R.S. § 38-863.01 requires every municipality in the Public Safety Personnel Retirement System (PSPRS) to establish an annual funding policy for paying off the municipalities unfunded liability debt. Approving this Resolution complies with the requirements set forth in the legislation. Reducing our unfunded liability is the best way to achieve taxpayer and member intergenerational equity.

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

- *7.H** Council to take action on the United States Department of the Interior, Bureau of Land Management, Right-of-Way Grant/Temporary Use Permit for Canyon Springs Boulevard relating to Spurlock Ranch and the road/bridge that is to be constructed over the Central Arizona Project canal; and authorizing the Mayor to execute and deliver said Right of Way Grant/Temporary Use Permit on behalf of the City.

Summary: This Right of Way Grant/Temporary Use Permit (the "ROW Grant") from the United States Department of Interior, Bureau of Land Management ("BLM") will allow the City Of Buckeye to construct a road/bridge into Spurlock Ranch over the Central Arizona Project canal.

The ROW Grant terminates by its terms on December 31, 2051, 30 years from the effective date. It may be renewed pursuant to the terms and conditions of the ROW Grant.

Staff Liaison: Scott Zipprich, City Engineer, szipprich@buckeyeaz.gov, (623) 349-6217

8. Public Hearings / Non-Consent - New Business

- 8.A** Council to take action on approving the United States Department of the Interior, Bureau of Reclamation, Subcontract among the United States, the Central Arizona Water Conservation District, and the City of Buckeye, providing for water service in connection with delivery of Central Arizona Project Non-Indian Agricultural Priority Water; and authorizing the Mayor to execute and deliver said Subcontract.

Summary: The City of Buckeye applied for a Central Arizona Project Non-Indian Agricultural Priority Water allocation in June 2013. In January 2014, the Arizona Department of Water Resources recommended that the City of Buckeye receive an annual allocation of 2,786 acre-feet per year for 100 years (2,786 acre-feet is nearly 908 million gallons). In order to receive this water, a subcontract must be executed among the United States Bureau of Reclamation, the Central Arizona Water Conservation District (CAWCD), and the City of Buckeye. The draft subcontract for this water was received by the City on April 28, 2021. This water will initially be available for delivery during calendar year 2022.

Staff Liaison: Ron Whitler, Water Resources Hydrologist, rwhitler@buckeyeaz.gov, (623) 349-6122

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
MAG Human Services Coordinating Committee (MAG HSCC Chair)
Southwest Lending Closet Board*

*Mayor Orsborn:
MAG Regional Council - Member
MAG Economic Development Committee - Member
MAG Transportation Policy Committee - Member
Great Phoenix Economic Council (GPEC)*

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

11. Council will make a motion to adjourn the meeting

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 07/06/21	AGENDA ITEM: 3.A. Convene into Special Meeting
DATE PREPARED: 07/05/21	DISTRICT NO.:
STAFF LIAISON:	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council will convene into a Special Council Meeting (as required by A.R.S. Title 42, Sections 17101 through 17108).

SUMMARY

PROJECT DESCRIPTION:

Council will make a motion to convene into a Special Meeting pursuant to A.R.S Title 42, Sections 17101 through 17108.

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

ATTACHMENTS:

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 07/06/21	AGENDA ITEM: 3.B. Truth in Taxation Public Hearing
DATE PREPARED: 07/05/21	DISTRICT NO.: ALL
STAFF LIAISON: William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161	
DEPARTMENT: Financial Services	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council will hold a public hearing and take action (*roll call vote*) on the Truth in Taxation (TNT) Primary Property Tax Levy for Fiscal Year 2021-2022 equal to \$10,910,454.

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:

Council will conduct a public hearing to discuss, consider and take action approving a FY21-22 Primary Property Tax Levy of \$10,910,454. The primary property tax levy is not restricted and may be used for any/all services to the Community. Council to adopt and approve, a Fiscal Year 2021-2022 primary property tax levy of \$10,910,454. It is the City's intention that the City's primary property taxes for a \$100,000 valued home not exceed \$180. The FY21-22 estimate is \$176.71.

BENEFITS:

The primary property levy provides funding for the City's service delivery programs.

FUTURE ACTION:

Public Hearing on the FY21-22 Final Budget on July 6, 2021, Adoption of FY21-22 Final Budget on July 6, 2020, Adoption of FY21-22 Property Tax Levy on July 20, 2021.

FINANCIAL IMPACT STATEMENT:

The recommended levy is \$927,598 greater than the previous year; a total levy increase of 9.29%. The City's primary property tax rate is estimated to be \$1.7671 per \$100 of taxable assessed value. The City's primary property taxes for a \$100,000 valued home will decrease from \$178.90 to \$176.71.

BUDGETED:

Yes

FISCAL YEAR:

FY2021-2022

FUND/DEPARTMENT:

Various

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

ATTACHMENTS:

[FY 21-22 TNT HEARING Notice](#)

[TNT FY21-22 Analysis](#)

[60 day NOTICE FY 21-22](#)

[Truth in Taxation Mtg July 6 2021.pptx](#)

[2021 Levy Limit](#)

[News Release - TNT Updated June 2021](#)

TRUTH IN TAXATION HEARING NOTICE OF TAX INCREASE

IN COMPLIANCE WITH SECTION 42-17107, ARIZONA REVISED STATUTES, THE CITY OF BUCKEYE IS NOTIFYING ITS PROPERTY TAXPAYERS OF THE CITY OF BUCKEYE'S INTENTION TO RAISE ITS PRIMARY PROPERTY TAXES OVER LAST YEAR'S LEVEL. THE CITY OF BUCKEYE IS PROPOSING AN INCREASE IN THE PRIMARY PROPERTY TAX LEVY OF \$213,796 ABOVE THE TNT LEVY AMOUNT OR A 2.00% INCREASE.

THE PROPOSED TAX INCREASE WILL CAUSE THE CITY OF BUCKEYE'S PRIMARY PROPERTY TAXES ON A \$100,000 HOME TO BE \$176.71 (TOTAL PROPOSED TAXES INCLUDING THE TAX INCREASE). WITHOUT THE PROPOSED TAX INCREASE, THE TOTAL TAXES THAT WOULD BE OWED ON A \$100,000 HOME WOULD HAVE BEEN \$173.25.

THIS PROPOSED INCREASE IS EXCLUSIVE OF INCREASED PRIMARY PROPERTY TAXES RECEIVED FROM NEW CONSTRUCTION. THE INCREASE IS ALSO EXCLUSIVE OF ANY CHANGES THAT MAY OCCUR FROM PROPERTY TAX LEVIES FOR VOTER APPROVED BONDED INDEBTEDNESS OR BUDGET AND TAX OVERRIDES.

ALL INTERESTED CITIZENS ARE INVITED TO ATTEND THE PUBLIC HEARING ON THE TAX INCREASE THAT IS SCHEDULED TO BE HELD JULY 6, 2021, AT 6:00 P.M., AT THE CITY OF BUCKEYE CITY HALL LOCATED AT 530 EAST MONROE AVENUE, ARIZONA.

City Of Buckeye
Truth in Taxation Analysis for FY 21-22 Proposed Levy

Line		Data Source	Formula	Line	Calculation
1	Actual current primary property tax levy:			1	\$ 9,982,856
2	Net assessed valuation:	Levy Limit Worksheet Line C.5		2	\$ 617,421,432
3	VALUE OF NEW CONSTRUCTION:		Line 2 - Line 4	3	\$ 41,201,322
4	Net assessed value minus new construction:	Levy Limit Worksheet Line B.5		4	\$ 576,220,110
5	MAXIMUM TAX RATE THAT CAN BE IMPOSED WITHOUT A TRUTH IN TAXATION HEARING:		(Line 1 ÷ Line 4) x 100	5	\$ 1.7325
6	GROWTH IN PROPERTY TAX LEVY CAPACITY ASSOCIATED WITH NEW CONSTRUCTION:		(Line 5 x Line 3) ÷ 100	6	\$ 713,802
7	MAXIMUM PRIMARY PROPERTY TAX LEVY WITHOUT A TRUTH IN TAXATION HEARING:		Line 1 + Line 6	7	\$ 10,696,658
8	Proposed primary property tax levy:	Levy Limit Worksheet Line D.8		8	\$ 10,910,454
9	PROPOSED INCREASE IN PRIMARY PROPERTY TAX LEVY, EXCLUSIVE OF NEW CONSTRUCTION:		Line 8 - Line 7	9	\$ 213,796
10	PROPOSED % INCREASE IN PRIMARY PROPERTY TAX LEVY:		Line 9 ÷ Line 7	10	2.00%
11	PROPOSED PRIMARY PROPERTY TAX RATE:		(Line 8 ÷ Line 2) x 100	11	\$ 1.7671
12	PROPOSED INCREASE IN PRIMARY PROPERTY TAX RATE:		Line 11 - Line 5	12	\$ 0.0346
13	PROPOSED PRIMARY PROPERTY TAX LEVY ON A HOME VALUED AT \$100,000:		(Line 11 x 10,000) ÷ 100	13	\$ 176.71
14	PRIMARY PROPERTY TAX LEVY ON A HOME VALUED AT \$100,000 IF THE TAX RATE WAS NOT RAISED:		(Line 5 x 10,000) ÷ 100	14	\$ 173.25
15	PROPOSED PRIMARY PROPERTY TAX LEVY INCREASE ON A HOME VALUED AT \$100,000:		Line 13 - Line 14	15	\$ 3.46



TRUTH IN TAXATION NOTICE

July 6, 2021

In connection with the adoption of the City Budget, including the Street Light Improvement Districts (SLIDs), notice is hereby given that the ad-valorem property taxes levied by the City to support its budget expenditures may increase. A Public Hearing is scheduled to be held by the Mayor and Council of the City of Buckeye on Tuesday, July 6, 2021 at 6:00 P. M. in the City of Buckeye City Hall, 530 East Monroe Street, Buckeye, Arizona 85326.

City of Buckeye's written report in support of the proposed increase in the FY 21-22 property tax levies which are used to provide services to the residents of Buckeye.

The City Of Buckeye, as part of its FY 21-22 budget, proposes to levy a primary property tax of \$10,910,454, an amount \$927,598 greater than the prior year's levy. The primary property tax rate is estimated to decrease from the prior year's rate of \$1.7890, to \$1.7671. It is the City's intention that the City's primary property taxes on a \$100,000 valued home will not exceed \$180.00, the same as the last eight (8) years.

The Arizona Constitution, beginning with the 1980 tax year, divided property tax levies into a primary property tax levy and a secondary property tax levy. A secondary property tax may only be levied to pay the principal and interest charges on voter approved General Obligation bonds/loans. The primary property tax levy is for all other purposes. There are no limits on the amount of secondary property taxes, while there are strict limits placed on the primary property tax.

The primary property tax levy is limited to an increase of 2% over the previous year's allowable levy (base levy being the FY 79-80 levy, if the community had a primary property tax levy in FY 79-80) plus an increased dollar amount due do to a net gain in property not taxed the previous year. The Arizona State Legislature in 2006 enacted HB 2876 which changed the primary property tax levy's legal limit calculation. The FY 06-07 legal levy was limited to the lesser of a 2% increase over the prior year's levy, or the Arizona Constitutional legal limit. Further, in November 2006, the voters elected to reset the "base year" from which the legal limit is calculated from FY 79-80 to FY 05-06.

Any city or town which wants to initiate a primary property tax must submit the proposed amount to be raised from the tax to the voters at an election to be held on the third Tuesday in May. The amount approved by the voters will constitute the base on which future limitations on levies will be determined. If the voters approve the levy, the city or town council may levy the tax in the fiscal year immediately following the election. The cities or towns currently have no authority to override the limit once it is established.

The Property Tax Oversight Commission was formed in 1988 to review the primary property tax levy limitations of each city, town, county and community college district in the State. The county assessor is required to transmit and certify to the Property Tax Oversight Commission and the city or town council the values necessary to calculate the levy limit. Those values are to be transmitted on or before February 10 of the tax year. Each city or town is required to notify the Property Tax Oversight Commission in writing within ten days of its agreement or disagreement with the final levy limit. After adoption of the levy, the Property Tax Oversight Commission will review the primary property tax levy to determine the adequacy of compliance.

The Arizona State Legislature, in a 1996 special session on property taxes, approved the Truth in Taxation (TNT) legislation requiring cities to hold a public hearing, publish a notice of that hearing, and have a roll call vote if the city's proposed primary property tax levy, excluding amounts attributable to new construction, is greater than the property tax levied the year before. The TNT provision does not change the Arizona Constitution's legal levy limit. TNT requires the above stated Council actions, if cities or towns wish to adopt the Arizona Constitutional primary property tax levy limit.

The City Of Buckeye, as part of its FY 21-22 budget, proposes to levy a primary property tax equal to the amount authorized by the Arizona State Constitution. The proposed levy amount is \$213,796.00 greater than the TNT amount (see attached Truth in Taxation Analysis). The proposed levy amount increases the primary property taxes above the TNT amount by \$3.46 per each \$100,000 of assessed value for a home. It is the City's intention that the City's primary property taxes on a \$100,000 valued home will not exceed \$180.00, the same as the last eight (8) years.



FY 21-22 Truth in Taxation

Public Hearing – July 6, 2021



City of Buckeye

Truth in Taxation Analysis for FY 21-22 Proposed Levy

Actual City's Current Primary Property Tax Levy	\$9,982,856
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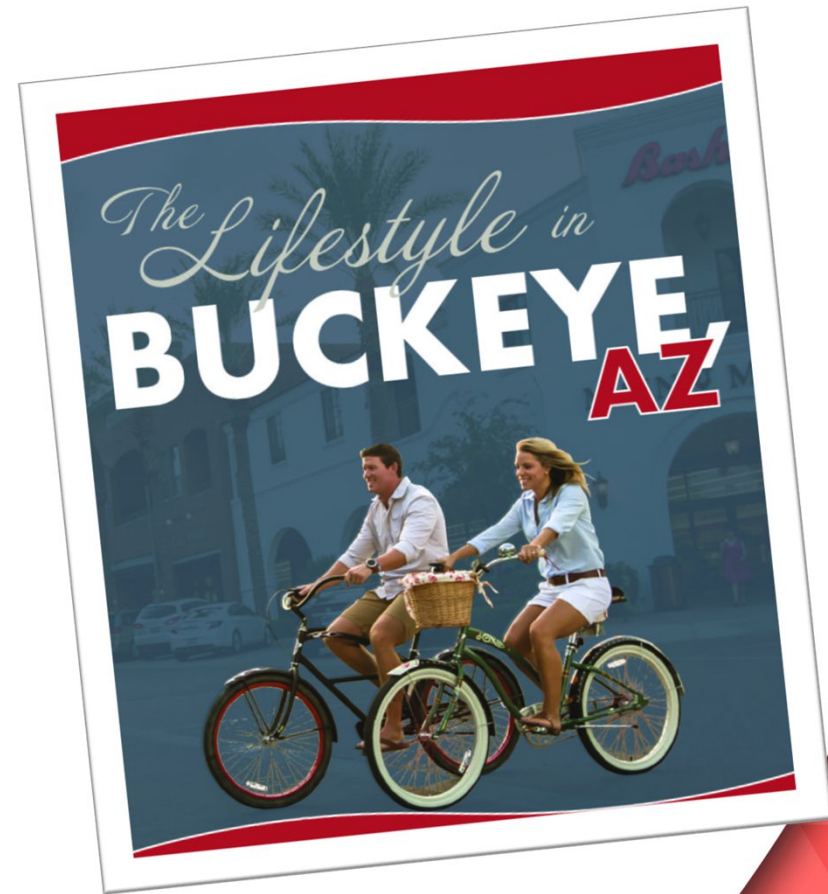
City Growth in Property Tax Levy By New Construction	\$713,802
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City's Proposed Increase in Property Tax Levy Exclusive of New Construction	\$213,796
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City's Proposed Increase in Property Tax Levy	9.29%
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Proposed Primary Property Tax Levy	\$10,910,454
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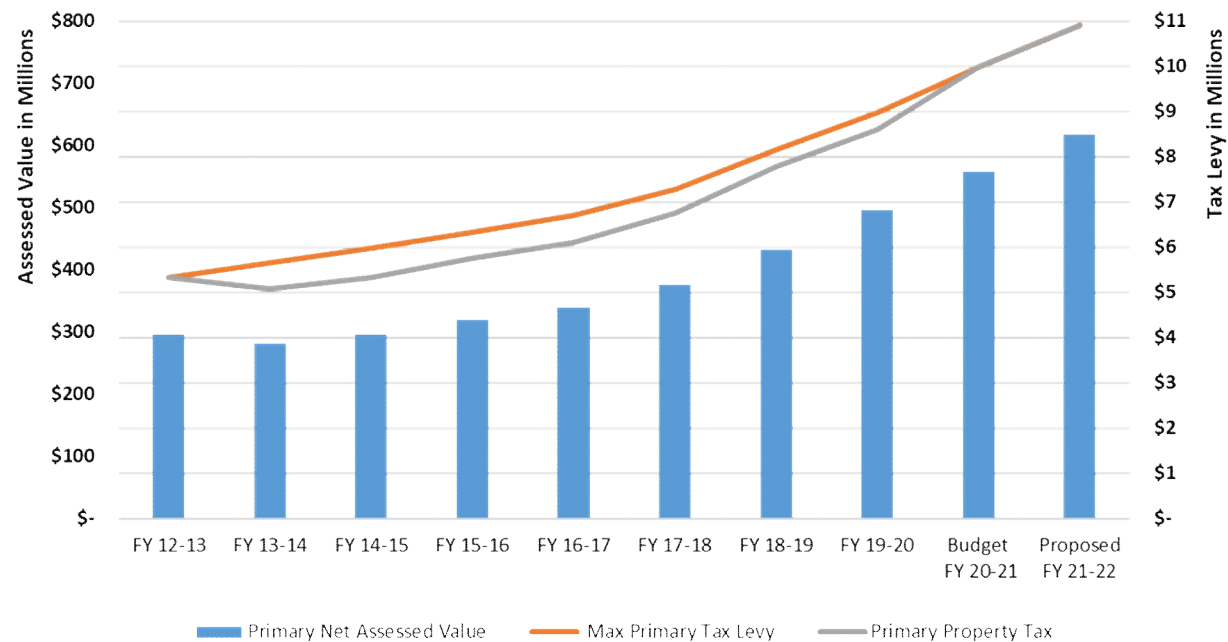
A Home's Proposed City Primary Property Taxes per \$100k of Taxable Value	\$176.71
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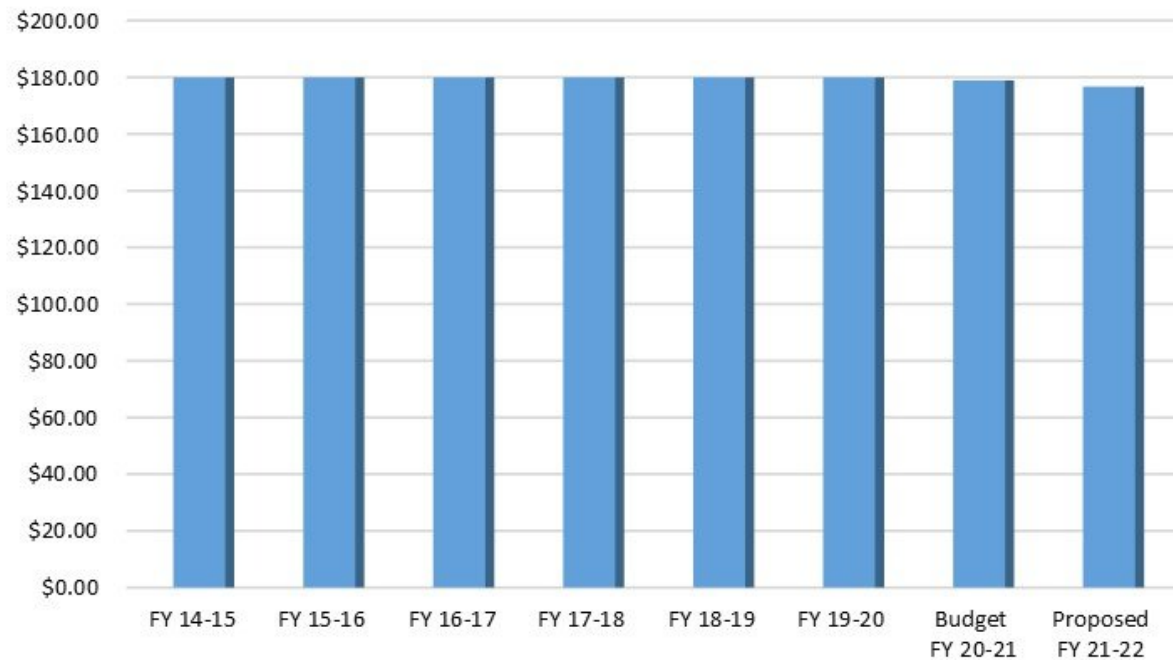
**Information provided by the Office of the
Maricopa County Assessor*


BUCKEYE, AZ

Primary Assessed Value and Tax Levy



City Primary Property Taxes on a \$100,000 Home





Comments or Questions???





2021 Levy Limit Worksheet

Buckeye

A. Maximum Levy

A1. Maximum Allowable Primary Tax Levy	9,982,856
A2. A1 multiplied by 1.02	10,182,513

B. Current Net Assessed Value Subject to Taxation in Prior Year

B5. Net Primary Assessed Value	576,220,110
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C. Current Net Assessed Value

C5. Net Primary Assessed Value	617,421,432
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D. Levy Limit Calculation

D3. Maximum Allowable Tax Rate (A2. divided by B5. Divided by 100)	1.7671
D5. Maximum Allowable Levy Limit (C5. Divided by 100 times D3.)	\$ 10,910,454
D6. Excess Collections / Excess	0
D7. Amount in Excess of Expenditure Limit	0
D8. Allowable Levy Limit (D5. - D6. -D7.)	\$ 10,910,454

E. Adjusted Allowable Levy Limit Calculation

E1. Accepted Torts	0
E2. Adjusted Allowable Levy Limit (D8. Plus E1.)	\$ 10,910,454
E3. Percent Change in Allowable Levy Limit	9.3%

February 10, 2020

F5. Net Primary Assessed Value	558,013,165
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Office of the

Summary of Primary Change	Apprecia tion	New Property	Total Growth
		\$ 41,201,322	
	3.3%	7.4%	10.6%

G. Sources

- G1. Maricopa County Assessor Reports: Abstracts (SR41110,SR41075,SR41095 & SR41085)
- G2. Maricopa County Assessor Reports: Levy Limits (SR41215, SR41225, SR41240 & SR41245)
- G3. Arizona Department of Revenue Levy Limit Worksheet for CVP (B. Section)
- G4. Maricopa County Finance Department for Levy Amounts and Adjustments



2021 Net Assessed Value Detail

Buckeye

		Primary Growth Breakdown		
Current Net Assessed Value of Property Subject to Taxation in Prior Year		Appreciation {1}	New Property {2}	New Property Net
	Primary			
B1. Net Centrally Valued Property	36,654,422	-21.2%	6.8%	3,172,061
B2. Net Real Property	529,348,742	5.4%	7.2%	36,217,604
B4. Net Personal Property	10,216,946	10.7%	19.6%	1,811,657
B4a Exemptions (Excludes CVP)	148,971,058	1.5%	3.0%	4,470,521
B5. Net Primary Assessed	576,220,110	3.3%	7.4%	
			\$ 41,201,322	\$41,201,322

{1} Appreciation is comparison of Current Value of Property from prior year compared to Prior Year Values.

{2} New Property is the growth in current year excluding the appreciation.

0 \$ -

Current Net Assessed (2021)	Primary	Primary Growth	FCV Net	FCV Growth
C1. Net Centrally Valued Property	39,826,483	-14.4%	39,962,926	-14.4%
C2. Net Real Property	565,566,346	12.6%	847,127,652	12.8%
C4. Net Personal Property	12,028,603	30.3%	12,175,811	30.5%
C4a Exemptions	153,441,579	4.6%	183,829,551	7.2%
C5. Net Assessed	617,421,432	10.6%	899,266,389	11.5%
	0			0

Prior Year Net Assessed Value	February 10, 2020	
	Primary	Secondary
F1. Net Centrally Valued Property	46,541,657	46,663,062
F2. Net Real Property	502,239,334	750,854,036
F4. Net Personal Property	9,232,174	9,327,593
F4a. Exemptions	146,749,128	171,544,206
F5. Net Assessed	558,013,165	806,844,691

G. Sources

0 0

- G1. Maricopa County Assessor Reports: Abstracts (SR41110, SR41075, SR41095 & SR41085)
- G2. Maricopa County Assessor Reports: Levy Limits (SR41215, SR41225, SR41240 & SR41245)
- G3. Arizona Department of Revenue Levy Limit Worksheet for CVP (B. Section)
- G4. Maricopa County Finance Department for Levy Amounts and Adjustments

H. Notes

- H1. The Levy Worksheets have been modified to reflect net assessed valuations for the Current Property Subject to Taxation in Prior Year, Current Net Assessed Valuations and Prior Year Net Assessed Valuations.
- H2. The Levy Worksheets have been modified for Tax Year 2013 to combine unsecured and secured Personal Property into a single net assessed valuations for the Current Property Subject to Taxation in Prior Year, Current Net Assessed Valuations and Prior Year Net Assessed Valuations.
- H3. The Levy Worksheets FCV Net is used for bonded indebtedness and not used in the calculation of property tax.



Buckeye news . . .

April 21, 2021

For more information, please contact Annie DeChance at 623-695-3122 or adechance@buckeyeaz.gov

Truth in taxation public hearing

The city of Buckeye is holding a public hearing at the City Council meeting on July 6 at 6 p.m., 530 E. Monroe Avenue, to provide an opportunity for residents to comment on the total amount of property taxes the city collects from one fiscal year to the next.

The primary property tax on a \$100,000 home at \$180.00, or less, as it has for the past eight years.

Buckeye's total revenue from its primary property taxes will increase more than \$213,796, a two percent increase over last year. The increase is due to the rise in the total assessed property values from the Maricopa County Assessor's Office of residential homes within Buckeye.

This proposed tax does not include any primary property taxes received from new construction, any changes that may occur from property tax levies, voter approved bonds or budget and tax overrides.

The public hearing is open for comment to all Buckeye residents. Residents can complete a comment card to provide input on the proposed property tax agenda item. The City Council Agenda and Council packet will be available by the close of business on June 18, 2018 at buckeyeaz.gov/meetings-minutes/

To review the highlights of the city of Buckeye's proposed budget highlights, please visit buckeyeaz.gov/government/financial-services/annual-budgets

Truth in Taxation Hearing: Notice of Tax Increase

This notice provides compliance with section 42-17107, Arizona Revised Statute and states:

In compliance with section 42-17107, Arizona Revised Statutes, the city of Buckeye is notifying its property taxpayers of the city of Buckeye's intention to raise its primary property taxes over last year's level. The city of Buckeye is proposing an increase in the primary property tax levy of \$213,796 above the TNT levy amount or a two-percent increase.

The proposed tax increase will cause the city of Buckeye's primary property taxes on a \$100,000 home to be \$176.71 (total proposed taxes including the tax increase). Without the proposed tax increase, the total taxes that would be owed on a \$100,000 home would have been \$173.25.

This proposed tax is exclusive of increased primary property taxes received from new construction. The primary property tax is also exclusive of any changes that may occur from property tax levies for voter approved bonded indebtedness or budget and tax overrides. All interested citizens are invited to attend the public hearing on the tax increase that is scheduled to be held July 6, 2021, at 6:00 P.M., at the city of Buckeye City Hall located at 530 East Monroe Avenue, Arizona.

It is the City Council's position that the city's primary property taxes on a \$100,000 home will remain at \$180.00 or less per year as it has the last eight years.

(30)

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 07/06/21	AGENDA ITEM: 3.C. FY21-22 Final Budget Adoption
DATE PREPARED: 07/05/21	DISTRICT NO.: ALL
STAFF LIAISON: William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161	
DEPARTMENT: Financial Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council will hold a public hearing and take action on Resolution No. 39-21 adopting a budget; setting forth the receipts and expenditures and the amounts proposed to be raised by direct property taxation for the various purposes for the Fiscal Year 2021-2022.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

ADDITIONAL RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

Council must conduct a public hearing to discuss, consider and take action on approving the Final Budget for FY 2021-2022. On June 15, 2021 Council approved Resolution No. 37-21 which adopted a tentative budget for FY 2021-2022 in the amount of \$392,657,440. Notice was published as required by law. Arizona Revised Statutes provide that the total amounts proposed to be spent in the final budget shall not exceed the total amounts that were proposed for expenditure in the adopted, published tentative estimates.

BENEFITS:

Satisfies the State requirement to annually adopt the FY21-22 Final Budget; sets forth the financial resources plan for Buckeye's FY21-22 service delivery programs and the Capital Improvement Plan (CIP).

FUTURE ACTION:

Adoption of FY21-22 Property Tax Levy on July 20th, 2021.

FINANCIAL IMPACT STATEMENT:

The Final Budget estimate for FY21-22 is \$329,657,440.

BUDGETED:

Yes

FISCAL YEAR:

FY2021-2022

FUND/DEPARTMENT:

Various

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

ATTACHMENTS:

[RES 39-21 Adopt Final Budget FY 2021-2022.pdf](#)

[Final Budget Presentation July 6 2021 \(a\).pptx](#)

RESOLUTION NO. 39-21

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA, ADOPTING A BUDGET; SETTING FORTH THE RECEIPTS AND EXPENDITURES AND THE AMOUNTS PROPOSED TO BE RAISED BY DIRECT PROPERTY TAXATION FOR THE VARIOUS PURPOSES FOR THE FISCAL YEAR 2021-2022.

WHEREAS, in accordance with the provisions of Title 42, Sections 17101 through Sections 17108, ARIZ. REV. STAT. ANN., the Mayor and Council (collectively, “City Council”) did, on June 15, 2021, make an estimate of the different amounts required to meet the public expenditures for the ensuing year, an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the City of Buckeye; and,

WHEREAS, it appears that said estimates together with a public notice that the City Council will meet on July 6, 2021, at the City of Buckeye City Hall, 530 East Monroe Avenue, Buckeye, Arizona 85326, at 6:00 p.m., for the purpose of hearing taxpayers in favor of or against any of the proposed expenditures and tax levies (the “Budget Hearing”) were made available and filed, posted and published as required by law; and

WHEREAS, the City provided the truth in taxation notice as required by and in accordance with ARIZ. REV. STAT. ANN. Section 42-17107, providing notice of the public hearing on the increase City’s property taxes (the “Truth in Taxation Hearing”); and

WHEREAS, the City Council met on July 6, 2021 and conducted the Truth in Taxation and Budget Hearing, at which hearing any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures or on the tax levies.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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. Acting at a special meeting, that said estimates of revenues and expenditures shown on the attached schedules have not increased, reduced and/or changed and the same are hereby adopted as the Budget for the City of Buckeye for Fiscal Year 2021-2022.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 6th day of July, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

City of Buckeye
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal year 2022

Fiscal year		S c h		Funds							
				General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2021	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	1	90,264,772	17,324,885	439,934	60,930,317		160,877,897		329,837,805
2021	Actual Expenditures/Expenses**	E	2	72,858,767	8,171,258	438,934	24,918,059		135,575,122		241,962,140
2022	Fund Balance/Net Position at July 1***		3	92,000,000	5,601,500	5,000	31,139,287	0	61,981,000	0	190,726,787
2022	Primary Property Tax Levy	B	4	10,910,454							10,910,454
2022	Secondary Property Tax Levy	B	5								0
2022	Estimated Revenues Other than Property Taxes	C	6	109,139,917	14,992,456	439,934	15,510,209		110,150,937		250,233,453
2022	Other Financing Sources	D	7	0	0	0	0	0	0	0	0
2022	Other Financing (Uses)	D	8	0	0	0	0	0	0	0	0
2022	Interfund Transfers In	D	9	0	5,555,986	0	63,395,153	0	10,027,054	0	78,978,193
2022	Interfund Transfers (Out)	D	10	64,724,798	0	0	11,439,485	0	2,813,910	0	78,978,193
2022	Line 11: Reduction for Fund Balance Reserved for Future Budget Year Expenditures		11								
	Maintained for Future Debt Retirement										0
	Maintained for Future Capital Projects					2,162,792				2,162,792	
	Maintained for Future Financial Stability									0	
										0	
											0
2022	Total Financial Resources Available		12	147,325,573	26,149,942	444,934	96,442,372	0	179,345,081	0	449,707,902
2022	Budgeted Expenditures/Expenses	E	13	122,122,891	24,759,022	437,384	96,442,372		148,895,771		392,657,440

Expenditure Limitation Comparison

- 1 Budgeted expenditures/expenses
- 2 Add/subtract: estimated net reconciling items
- 3 Budgeted expenditures/expenses adjusted for reconciling items
- 4 Less: estimated exclusions
- 5 Amount subject to the expenditure limitation
- 6 EEC expenditure limitation

	2021	2022
1	\$ 329,837,805	\$ 392,657,440
2		
3	329,837,805	392,657,440
4		
5	\$ 329,837,805	\$ 392,657,440
6	\$ 403,413,781	\$ 437,288,975

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

City of Buckeye
Tax Levy and Tax Rate Information
Fiscal year 2022

	<u>2021</u>	<u>2022</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>9,982,856</u>	\$ <u>10,910,454</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>9,982,856</u>	\$ <u>10,910,454</u>
Property tax judgment _____	_____	_____
B. Secondary property taxes	_____	_____
Property tax judgment _____	_____	_____
C. Total property tax levy amounts	\$ <u>9,982,856</u>	\$ <u>10,910,454</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ <u>9,982,856</u>	
(2) Prior years' levies	_____	
(3) Total primary property taxes	\$ <u>9,982,856</u>	
B. Secondary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies	_____	
(3) Total secondary property taxes	\$ _____	
C. Total property taxes collected	\$ <u>9,982,856</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	_____ 1.7890	_____ 1.7671
Property tax judgment _____	_____	_____
(2) Secondary property tax rate	_____	_____
Property tax judgment _____	_____	_____
(3) Total city/town tax rate	_____ 1.7890	_____ 1.7671
B. Special assessment district tax rates		
Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating <u>30</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

City of Buckeye
Revenues Other than Property Taxes
Fiscal Year 2022

Source of revenues	Estimated revenues 2021	Actual revenues* 2021	Estimated revenues 2022
General Fund			
Local taxes			
Local TPT	\$ 39,505,000	\$ 49,625,599	\$ 52,504,000
Franchise Fee and Leases	4,104,800	3,518,894	4,073,000
Licenses and permits			
Planning and review fees	14,500,000	21,163,822	18,000,000
Other Licenses and permits	545,800	798,897	750,814
Intergovernmental			
State Shared Sales Taxes	8,250,000	8,500,000	9,348,609
Urban Revenue Sharing	9,932,000	11,378,810	10,388,497
Auto Lieu Tax	3,740,000	3,580,000	3,692,280
AZCARES Fund	9,140,899	9,140,899	-
CARES Federal Revenue	-	-	5,287,733
Charges for services			
Charges for services	3,267,083	2,035,533	3,242,384
Fines and forfeits			
Magistrate Court Fines	730,000	719,276	720,000
Other Fines and fee	85,000	42,605	85,000
Interest on investments			
Interest on investments	850,000	2,476,245	500,000
Miscellaneous			
All Other Operating Revenues	552,498	380,901	547,600
Total General Fund	\$ 95,203,080	\$ 113,361,481	\$ 109,139,917
Special Revenue Funds			
Fill The Gap	\$ 6,750	\$ 3,308	\$ 6,750
JCEF	12,000	11,996	12,000
Court Special Fund	80,800	35,823	80,800
Noise Commercial Vehicles	-	2,843	250,000
Youth Council	-	-	15,000
Towing/Impound	112,000	36,661	112,000
Downtown Revitalization	19,534	-	-
Community Services Programs	133,400	46,597	355,000
Community Services Social Services	-	-	75,000
Transient Lodging Tax	225,000	212,004	225,000
Risk Management Retention	306,000	211,819	506,000
SLID Opns	328,000	322,733	415,930
CBDG Grants	500,000	-	500,000
Police Grants	3,292,500	393,891	3,292,500
Fire Grants	1,140,000	14,812	2,240,000
Area Agency (AAA)	319,331	223,461	264,031
Community Services Grants	571,900	23,000	440,000
Nuclear Emergency Management	70,000	70,000	70,000
Wildland Fire Grant	28,200	-	28,200
AZ Lottery Fund	217,895	111,892	217,895
Volunteer Firemen's	55,430	6,223	55,430
Highway User's Revenue Fund	5,799,000	5,219,427	5,730,500
Mobile Integrated Hlth. Care	84,420	-	84,420
Police SB 1398	16,000	19,665	16,000
Jackrabbit Sewer O&M	-	46	-
Roosevelt Imp Dist O&M	-	12	-
Total Special Revenue Funds	\$ 13,318,160	6,966,213	14,992,456

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Buckeye
Revenues Other than Property Taxes
Fiscal Year 2022

Source of revenues	Estimated revenues 2021	Actual revenues* 2021	Estimated revenues 2022
Debt Service Funds			
Jackrabbit Swr Debt	\$ 41,687	\$ 13,892	\$ 41,687
Roosevelt Improvement Debt	398,247	316,211	398,247
Total Debt Service Funds	\$ 439,934	\$ 330,103	\$ 439,934
Capital Projects Funds			
Cemetery Improvement	\$ 147,450	\$ 280,203	\$ 213,450
Sundance Water Recharge	9,718	7,890	10,000
Future Road Improvement	77,750	41,351	77,750
Traffic Signal Fund	273,000	718,424	273,000
MAG/ADOT Proj	500,000	-	500,000
CIP General	10,555,863	1,136,285	6,793,509
Parks & Rec Imp Fees	335,000	2,726,330	2,110,000
Library Impact Fees	35,000	665,011	865,000
Streets Impact Fees	132,500	661,786	492,500
Public Safety Imp Fees	810,000	1,436,492	1,050,000
Fire Impact Fees	-	1,275,564	1,375,000
Police Impact Fees	-	1,830,376	1,750,000
Total Capital Projects Funds	\$ 12,876,281	\$ 10,779,712	\$ 15,510,209
Enterprise Funds			
Water Utility Enterprise	\$ 93,945,000	\$ 55,276,584	\$ 59,180,000
Water Repair and Replacement Fund	900,000	886,574	1,000,000
Water Impact Fees	980,000	3,873,393	4,075,000
	\$ 95,825,000	60,036,551	64,255,000
Wastewater (Sewer) Utility Enterprise	\$ 12,010,000	12,747,824	26,871,650
Wastewater Impact Fees	1,425,000	5,666,954	5,280,000
	\$ 13,435,000	18,414,778	32,151,650
Environmental Services	\$ 8,374,560	8,016,178	8,661,727
	8,374,560	8,016,178	8,661,727
		\$	\$
Airport	\$ 383,725	312,916	427,000
Airport Improvement	4,979,308	23,140	4,655,560
	5,363,033	336,056	5,082,560
Total Enterprise Funds	\$ 122,997,593	\$ 86,803,563	\$ 110,150,937
Total all Funds	\$ 244,835,048	\$ 218,241,072	\$ 250,233,453

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Buckeye
Other Financing Sources/(Uses) and Interfund Transfers
Fiscal year 2022

Fund	Other financing 2022		Interfund transfers 2022	
	Sources	(Uses)	In	(Out)
General Fund				
Economic Development Reinvest	\$	\$	\$	\$ 495,000
Risk Management				1,298,130
Community Services Program				221,070
Community Services Social Services Prg				118,022
Capital Improvement Fund				51,841,758
Area Agency on Aging				491,449
Airport				3,182,024
Airport Improvement Fund				745,030
HURF				2,932,315
Water Fund				3,400,000
Total General Fund	\$	\$	\$	\$ 64,724,798
Special Revenue Funds				
Community Services Program	\$	\$	\$ 221,070	\$
Community Services Social Services Prg			118,022	
Economic Development Reinvest			495,000	
Risk Management			1,298,130	
Area Agency on Aging			491,449	
HURF			2,932,315	
Total Special Revenue Funds	\$	\$	\$ 5,555,986	\$
Debt Service Funds				
	\$	\$	\$	\$
Total Debt Service Funds	\$	\$	\$	\$
Capital Projects Funds				
Capital Improvement Fund	\$	\$	\$ 63,281,243	\$
Impact Fees				9,439,485
Traffic Signals Fund				2,000,000
Stormwater Quality			113,910	
Total Capital Projects Funds	\$	\$	\$ 63,395,153	\$ 11,439,485
Permanent Funds				
	\$	\$	\$	\$
Total Permanent Funds	\$	\$	\$	\$
Enterprise Funds				
Airport	\$	\$	\$ 3,182,024	\$
Airport Improvement Fund			745,030	
Environmental Services Fund				113,910
Utility Impact Fees				2,200,000
Water Fund			6,100,000	
Water Repair and Replacement Fund				500,000
Total Enterprise Funds	\$	\$	\$ 10,027,054	\$ 2,813,910
Internal Service Funds				
	\$	\$	\$	\$
Total Internal Service Funds	\$	\$	\$	\$
Total all Funds	\$	\$	\$ 78,978,193	\$ 78,978,193

City of Buckeye
Expenditures/Expenses by Fund
Fiscal year 2022

	Adopted Budgeted Expenditures/ Expenses 2021	Expenditure/ Expense adjustments approved 2021	Actual Expenditures/ Expenses* 2021	Budgeted Expenditures/ Expenses 2022
Fund/Department				
General Fund				
Council	\$ 646,255	\$ -	\$ 531,117	\$ 750,099
City Manager	2,988,803	61,560	3,050,363	3,481,866
City Clerk	698,218	-	604,748	862,066
Finance	4,563,050	-	3,940,279	2,778,975
Human Resources	1,276,916	-	1,103,603	1,363,472
Economic Development	785,786	-	656,010	1,200,529
Information Technology	4,626,274	-	4,437,068	7,861,574
City Court	1,154,234	-	1,110,182	1,276,963
Police	20,325,647	815,503	21,141,150	25,409,095
Fire	15,902,320	-	15,854,216	17,406,109
Public Works	4,349,221	302,864	4,652,085	10,300,853
Community Services	5,724,166	-	4,305,388	7,787,407
Development Services	4,437,073	1,465,123	5,902,196	7,665,294
Engineering	3,558,938	508,613	4,067,551	5,023,950
Non-Departmental	6,004,266	(3,153,663)	277,105	27,722,300
Debt Service	1,225,706	-	1,225,706	1,232,339
Contingency	11,997,899	-	-	-
Total General Fund	\$ 90,264,772	\$ -	\$ 72,858,767	\$ 122,122,891
Special Revenue Funds				
Fill The Gap	\$ 58,000	\$ -	\$ -	\$ 64,777
JCEF	100,000	-	-	110,666
Court Special Fund	235,000	-	-	271,810
Noise Commercial Vehicle	-	-	-	250,000
Youth Scholarship	15,000	-	-	15,000
Towing/Impound	220,000	-	39,589	305,199
Community Services Programs	603,650	-	57,099	576,070
Community Services Soc Svcs	-	-	-	193,022
Economic Development	495,000	-	89,463	495,000
Transient Lodging Tax	457,530	-	129,100	659,990
Risk Mgt Retention	1,652,030	-	1,316,647	1,804,130
SLID Opns	313,999	8,540	322,539	463,159
CBDG Grants	500,000	(27,531)	-	500,000
Police Grants	3,292,500	-	546,653	3,292,500
Fire Grants	1,140,000	-	13,435	2,240,000
Area Agency (AAA)	748,778	18,991	767,769	755,480
Community Services Grants	869,640	-	30,644	440,000
Nuclear Emergency Mgt.	70,000	-	56,540	70,000
Wildland Fire Grant	28,200	-	-	28,200
AZ Lottery Fund	51,500	-	44,033	217,895
Volunteer Firemen's	312,000	-	5,049	299,000
HURF	6,010,638	-	4,746,945	11,535,704
Mobile Integrated Hlth. Care	84,420	-	-	84,420
Police SB 1398	65,000	-	5,112	85,000
Jackrabbit Swr O&M	1,000	-	365	1,000
Roosevelt Improvement O&M	1,000	-	276	1,000
Total Special Revenue Funds	\$ 17,324,885	\$ -	\$ 8,171,258	\$ 24,759,022
Debt Service Funds				
Jackrabbit Swr Debt	\$ 41,687	\$ -	\$ 40,687	\$ 38,875
Roosevelt Improvement Debt	398,247	-	398,247	398,509
Total Debt Service Funds	\$ 439,934	\$ -	\$ 438,934	\$ 437,384

**City of Buckeye
Expenditures/Expenses by Fund
Fiscal year 2022**

Fund/Department	Adopted Budgeted Expenditures/ Expenses 2021	Expenditure/ Expense adjustments approved 2021	Actual Expenditures/ Expenses* 2021	Budgeted Expenditures/ Expenses 2022
Capital Projects Funds				
Cemetery Improvement	\$ 238,556	\$ 21,520	\$ 260,076	\$ 255,223
Sundance Water Recharge	-	-	-	660,000
Future Road Improvement	1,797,502	-	-	1,800,000
Traffic Signal Fund	2,000,000	-	-	750,000
Stormwater Quality	93,089	18,919	112,008	113,910
Roadway Const	2,736,136	-	2,253,723	-
MAG/ADOT Proj	500,000	-	-	500,000
CIP Gen	46,715,034	(40,439)	21,424,724	71,292,239
Parks & Rec Imp Fees	1,025,000	-	3,000	800,000
Parks Impact Fees	-	-	-	2,950,000
Library Impact Fees	525,000	-	3,000	1,896,000
Streets Impact Fees	275,000	-	3,000	3,750,000
Police Impact Fees	-	-	-	2,600,000
Fire Impact Fees	-	799,318	799,318	2,075,000
Public Safety Imp Fees	5,025,000	(799,318)	59,210	7,000,000
Total Capital Projects Funds	\$ 60,930,317	\$ -	\$ 24,918,059	\$ 96,442,372
Enterprise Funds				
Water	\$ 112,048,350	\$ (1,588,531)	\$ 95,406,507	\$ 84,735,905
Water Repair & Replacement	600,000	-	427,774	900,000
Water Impact Fees	2,025,000	1,588,531	3,613,531	5,535,000
Wastewater	29,763,964	(5,392,198)	20,396,422	31,156,407
Wastewater Impact Fees	2,025,000	5,392,198	7,417,198	8,255,000
W&S Revenue Bonds	5,000	-	-	5,000
Environmental Services	8,925,951	-	7,803,111	9,298,845
Airport	482,032	-	393,071	3,609,024
Airport Improvements	5,002,600	-	117,508	5,400,590
Total Enterprise Funds	\$ 160,877,897	\$ -	\$ 135,575,122	\$ 148,895,771
Total all Funds	\$ 329,837,805	\$ -	\$ 241,962,140	\$ 392,657,440

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Buckeye
Full-Time Employees and Personnel Compensation
Fiscal year 2022

	Full-Time Equivalent (FTE)	Employee Salaries and Hourly Costs	Retirement Costs	Healthcare Costs	Other Benefit Costs	Total Estimated Personnel Compensation
Fund	2022	2022	2022	2022	2022	2022
General Fund	502.65	\$ 42,927,759	\$ 10,544,876	\$ 9,826,706	\$ 40,300	\$ 63,339,641
Special Revenue Funds						
HURF	27.00	\$ 1,390,111	\$ 276,850	\$ 643,498		\$ 2,310,459
Area Agency on Aging	7.49	320,436	64,079	123,117		507,632
C/S Social Services	2.00	111,654	22,398	51,610		185,662
Transient Lodging	1.00	49,778	9,985	227		59,990
Total Special Revenue Funds	35.49	\$ 1,760,325	\$ 350,914	\$ 766,842		\$ 3,063,743
Capital Projects Funds						
Cemetery Improvement	2.00	\$ 93,816	\$ 18,017	\$ 14,740		\$ 126,573
Stormwater Quality	1.00	59,069	11,849	1,777		72,695
Total Capital Projects Funds	3.00	\$ 152,885	\$ 29,866	\$ 16,517		\$ 199,268
Enterprise Funds						
Water and Wastewater	96.92	\$ 6,356,557	\$ 1,263,021	\$ 2,052,438		\$ 9,672,016
Environmental Services	6.08	655,856	129,660	214,270		999,786
Airport	3.00	212,043	42,536	86,799		341,378
Total Enterprise Funds	106.00	\$ 7,224,456	\$ 1,435,217	\$ 2,353,507		\$ 11,013,180
Total all Funds	647.14	\$ 52,065,425	\$ 12,360,873	\$ 12,963,572	\$ 40,300	\$ 77,615,832



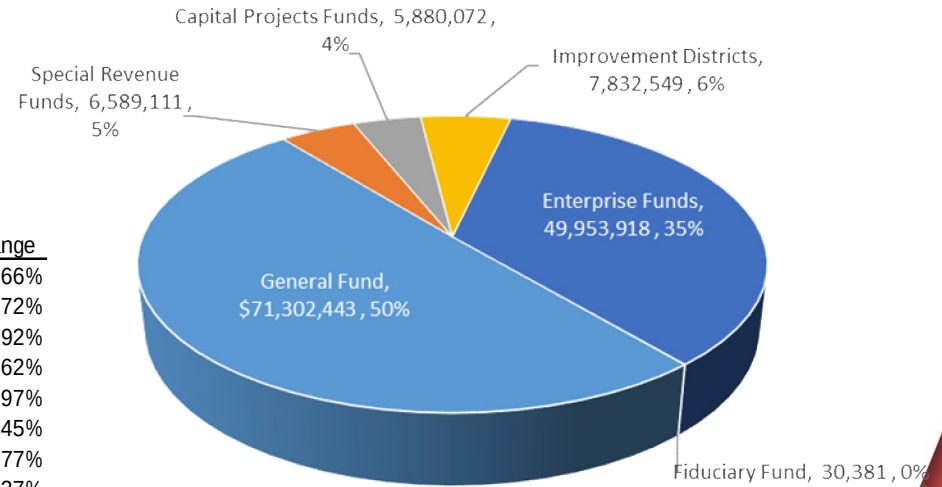
Adoption of Final Budget

William Kauppi, Chief Financial Officer

July 6, 2021

Estimated Revenues FY2021-22 - All Categories

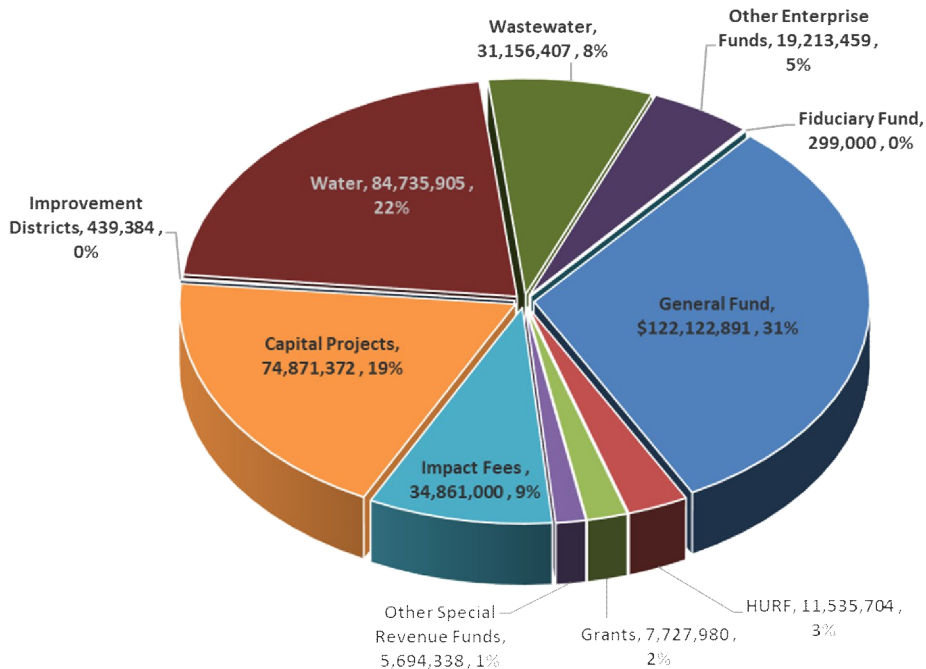
Revenue by Category	FY 2021-22 Proposed	FY 2020-21 Budget	Difference	% Change
Utility Rates, Fees and Charges	\$57,386,407	\$50,489,560	\$ 6,896,847	13.66%
TPT (Sales Taxes)	52,729,000	39,730,000	12,999,000	32.72%
Intergovernmental	34,088,119	36,233,899	(2,145,780)	-5.92%
Licenses and Permits	18,750,814	15,045,800	3,705,014	24.62%
Impact Fees	16,890,000	3,680,000	13,210,000	358.97%
Property Taxes	11,483,884	10,492,104	991,780	9.45%
Franchise Fees and Leases	4,073,000	4,104,800	(31,800)	-0.77%
Charges for Services	4,157,054	3,945,378	211,676	5.37%
Interest Revenues	1,069,950	1,256,268	(186,318)	-14.83%
Fines and Forfeitures	1,114,800	874,800	240,000	27.43%
Bond Proceeds	29,645,650	64,200,000	(34,554,350)	-53.82%
Grants and Intergovernmental Agreements	19,043,284	16,103,324	2,939,960	18.26%
Developer Contribution	7,708,711	6,842,023	866,688	12.67%
Improvement Districts	439,934	439,934	-	0.00%
Miscellaneous	2,563,300	1,380,014	1,183,286	85.74%
Total Revenues	\$261,143,907	\$254,817,904	\$6,326,003	2.48%
Transfers from other Funds	78,978,193	51,384,414		
Use of Reserves	131,513,533	75,019,901		



Total Estimated Revenue Budget FY 2021-22 equals \$261,143,907 (excluding transfers)
(FY 2020-21 Adopted Revenue Budget equals \$254,817,904 (excluding transfers))

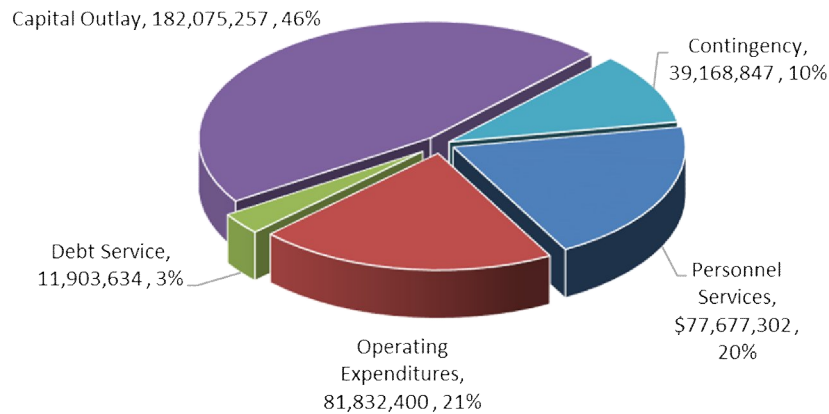
FY 2021-22 Expenditures Overview – All Funds

Fund	Proposed FY 2021-22	Budget FY 2020-21	\$ Difference	% Difference
General Fund	\$122,122,891	\$90,264,772	\$31,858,119	35.29%
HURF	11,535,704	6,010,638	5,525,066	91.92%
Grants	7,727,980	7,050,918	677,062	9.60%
Other Special Revenue Funds	5,694,338	4,449,329	1,245,009	27.98%
Impact Fees	34,861,000	10,900,000	23,961,000	219.83%
Capital Projects	74,871,372	53,580,317	21,291,055	39.74%
Improvement Districts	439,384	441,934	(2,550)	-0.58%
Water	84,735,905	112,048,350	(27,312,445)	-24.38%
Wastewater	31,156,407	29,763,964	1,392,443	4.68%
Other Enterprise Funds	19,213,459	15,015,583	4,197,876	27.96%
Fiduciary Fund	299,000	312,000	(13,000)	-4.17%
	\$392,657,440	\$329,837,805	\$62,819,635	19.05%
Transfers to other Funds	\$78,978,193	\$51,384,414	\$27,593,779	53.70%



Total Appropriation Budget FY 2021-22 equals \$392,657,440 (excluding transfers)
(FY 2020-21 Adopted Budget equals \$329,837,805 (excluding transfers))

Option 1# FY 2021-22 Expenditures Overview – All Categories

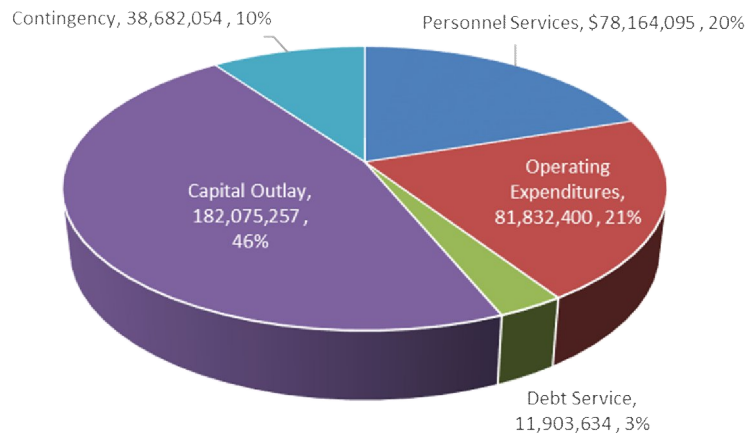


Expenditure Category	Proposed FY 2021-22	Budget FY 2020-21	\$ Difference	% Difference
Personnel Services	\$77,677,302	\$64,144,387	\$13,532,915	21.10%
Operating Expenditures	81,832,400	58,987,984	22,844,416	38.73%
Debt Service	11,903,634	12,535,044	(631,410)	-5.04%
Capital Outlay	182,075,257	151,608,444	30,466,813	20.10%
Contingency	39,168,847	42,561,946	(3,393,099)	-7.97%
Total	<u>\$392,657,440</u>	<u>\$329,837,805</u>	<u>\$62,819,635</u>	<u>19.05%</u>
Transfers to other Funds	\$78,978,193	\$51,384,414	\$27,593,779	53.70%

Personnel Services includes 3% COLA effective PP beginning June 27th (July 16th paycheck) and a 3% Merit determined at anniversary date

Total Appropriation Budget FY 2021-22 equals \$392,657,440 (excluding transfers)
(FY 2020-21 Adopted Budget equals \$329,837,805 (excluding transfers))

Option #2 FY 2021-22 Expenditures Overview – All Categories



Expenditure Category	Proposed	Budget	Inc/(Dec) over P/Y Budget	
	FY 2021-22	FY 2020-21	\$ Difference	% Difference
Personnel Services	\$78,164,095	\$64,144,387	\$14,019,708	21.86%
Operating Expenditures	81,832,400	58,987,984	22,844,416	38.73%
Debt Service	11,903,634	12,535,044	(631,410)	-5.04%
Capital Outlay	182,075,257	151,608,444	30,466,813	20.10%
Contingency	38,682,054	42,561,946	(3,879,892)	-9.12%
Total	\$392,657,440	\$329,837,805	\$62,819,635	19.05%
Transfers to other Funds	\$78,978,193	\$51,384,414	\$27,593,779	53.70%

Personnel Services includes 4% COLA effective PP beginning June 27th (July 16th paycheck) and a 3% Merit determined at anniversary date

Total Appropriation Budget FY 2021-22 equals \$392,657,440 (excluding transfers)
(FY 2020-21 Adopted Budget equals \$329,837,805 (excluding transfers))

Difference between Option 2 & 1

Expenditure Category	Proposed FY 2021-22 (#2)	Proposed FY 2021-22 (#1)	\$ Difference
Personnel Services	\$78,164,095	\$77,677,302	\$486,793
Operating Expenditures	81,832,400	81,832,400	0
Debt Service	11,903,634	11,903,634	0
Capital Outlay	182,075,257	182,075,257	0
Contingency	38,682,054	39,168,847	(486,793)
Total	<u>\$392,657,440</u>	<u>\$392,657,440</u>	<u>\$0</u>

Total Proposed Budget by Fund does not change

Staff recommends approving Resolution 39-21 approving the Final Budget for the FY 2021-22 in the amount of \$392,657,440.

Option #1 – Current Tentative Budget (3% COLA) or
Option #2 – Tentative Budget adjusted to include a 4% COLA



Comments or Questions???



CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 07/06/21	AGENDA ITEM: 3.D. RES 40-21 Adopting SLID Final Budget FY21-22
DATE PREPARED: 07/05/21	DISTRICT NO.: All
STAFF LIAISON: Scott Lowe, PE CEM, Public Works Director, slowe@buckeyeaz.gov, (623) 349-6815	
DEPARTMENT: Public Works	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council will hold a public hearing and take action on Resolution No. 40-21 adopting the Final Budget for Fiscal Year 2021-2022 beginning July 1, 2021 and ending June 30, 2022, by the Governing Board of the following Street Lighting Improvement Districts: SLID No. 1, comprised of Sun City Festival Parcels A1 and B1; 2006-SLID-001, comprised of Vista De Montana Phases 1A, 1B, 2, and 3; 2006-SLID-002, comprised of Sundance Parcels 48, 49A; 2006-SLID-003, comprised of Blue Horizons; 2006-SLID-07, comprised of Festival Foothills Phase 1 and Units 25, 27, 29 and 31; 2006-SLID-08, comprised of Festival Foothills Phase 2; 2006-SLID-009, comprised of Crystal Vista; 2006-SLID-011, comprised of Sun City Festival Parcels C1 through H1, V1, S1 and Q1; 2006-SLID-15, comprised of Riata West Unit 2; 2006-SLID-016, comprised of Sonoran Vista Units 1 and 2; 2006-SLID-17, comprised of Riata West Unit 1; 2006-SLID-19, comprised of Sun City Festival Parcels K1, O1, M1, R1, A2, M2, U1, 4, 5 and 6, and A1, Phase 3; 2007-SLID-001, comprised of Sundance Parcel 27; 2007-SLID-002, comprised of Sundance Parcel 25; 2007-SLID-003, comprised of Sundance Parcel 26; 2007-SLID-010, comprised of Watson Estates; 2007-SLID-013, comprised of Sun City Festival Parcels I1 and P1; 2007-SLID-021, comprised of Sun City Festival Parcel J1; 2009-SLID-02A, comprised of Watson Marketplace; 2011-SLID-001, comprised of Sundance/Yuma Commercial; 2012-SLID-02, comprised of Sienna Hills; 2013-SLID-001, comprised of Arroyo Seco North, Village 1 and Arroyo Seco South, Village 3; 2013-SLID-002, comprised of Sun City Festival Parcels L1, L1-2, HH1-1, HH1-2, HH1-3, HH1-4, HH1-5, JJ and N-1; 2015-SLID-001, comprised of Estrella Vista at Buckeye; 2017-SLID-003, comprised of Parkplace at Buckeye, Terravista Phase 1, Encantada Estates; 2018-SLID-001, comprised of Canyon Views; 2019-SLID-002 comprised of Westpark Phase II; and 2021-SLID-001, comprised of Buckeye Parkway Center.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

ADDITIONAL RELEVANT GOALS:

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

SUMMARY

PROJECT DESCRIPTION:

Street Lighting Improvement Districts [SLIDs] are established with the approval of the City Council. Council serves as the Governing Board of the SLID and the City administers the operations of the SLID which are for the purpose of operating and maintaining street lighting located within the SLID. By Arizona law, SLIDs cannot incur debt. The assessment is imposed on each property within the District and is collected through the Maricopa County property tax system. The Final Budget for each SLID are

as follows:

\$27,868.50 for SLID No. 1, comprised of Sun City Festival Parcels A1 and B1; in the amount of \$35,653.88 for 2006-SLID-001, comprised of Vista De Montana Phase 1A, 1B, 2, and 3; in the amount of \$1,732.50 for 2006-SLID-002, comprised of Sundance Parcel 48, 49A; in the amount of \$24,098.16 for 2006-SLID-003, comprised of Blue Horizons; in the amount of \$26,725.41 for 2006-SLID-07, comprised of Festival Foothills Phase 1 and Units 25, 27, 29 and 31; in the amount of \$7,689.30 for 2006-SLID-08, comprised of Festival Foothills Phase 2; in the amount of \$7,411.13 for 2006-SLID-009, comprised of Crystal Vista; in the amount of \$31,825.50 for 2006-SLID-011, comprised of Sun City Festival Parcels C1 through H1, V1, S1 and Q1; in the amount of \$12,543.57 for 2006-SLID-015, comprised of Riata West Unit 2; in the amount of \$14,246.61 for 2006-SLID-016, comprised of Sonoran Vista Units 1 and 2; in the amount of \$9,382.95 for 2006-SLID-017, comprised of Riata West Unit 1; in the amount of \$32,368.43 for 2006-SLID-019, comprised of Sun City Festival Parcels K1, O1, M1, R1, A2, M2, U1, 4, 5, 6, and A1, Phase 3; in the amount of \$3,599.64 for 2007-SLID-001, comprised of Sundance Parcel 27; in the amount of \$2,268.00 for 2007-SLID-002, comprised of Sundance Parcel 25; in the amount of \$3,571.98 for 2007-SLID-003, comprised of Sundance Parcel 26; in the amount of \$7,933.52 for 2007-SLID-010, comprised of Watson Estates; in the amount of \$5,779.90 for 2007-SLID-013, comprised of Sun City Festival Parcels I1 and P1; in the amount of \$4,163.60 for 2007-SLID-021, comprised of Sun City Festival Parcel J1; in the amount of \$3,515.33 for 2009-SLID-02A, comprised of Watson Marketplace; in the amount of \$1,357.30 for 2011-SLID-001, comprised of Sundance/Yuma Commercial; in the amount of \$22,636.82 for 2012-SLID-002, comprised of Sienna Hills; in the amount of \$6,046.50 for 2013-SLID-001, comprised of Arroyo Seco North, Village 1 and Arroyo Seco South, Village 3; in the amount of \$12,979.50 for 2013-SLID-002, comprised of Sun City Festival Parcels L1, L1-2, HH1-1, HH1-2, HH1-3, HH1-4, HH1-5, JJ and N1; in the amount of \$7,960.80 for 2015-SLID-001, comprised of Estrella Vista at Buckeye; and in the amount of \$6,706.80 for 2017-SLID-003, comprised of Parkplace at Buckeye, Terravista Phase 1 and Encantada Estates; in the amount of \$32,263.56 for 2018-SLID-001, comprised of Canyon Views; in the amount of \$1,761.36 for 2019-SLID-002, comprised of Westpark Phase II; and in the amount of \$7,582.14 for 2020-SLID-001, comprised of Buckeye Parkway Center.

BENEFITS:

The establishment and operation of SLIDs contributes to community safety by ensuring that streets are well lighted and the power to light the street lights is paid directly by the residents that benefit from the street lights.

FUTURE ACTION:

Council to establish annual assessment scheduled for July 20, 2021.

CURRENT FISCAL YEAR TOTAL COST:

\$361,672.69

BUDGETED:

Yes

FISCAL YEAR:

FY21/22

FUND/DEPARTMENT:

31503170/ SLID Budget

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

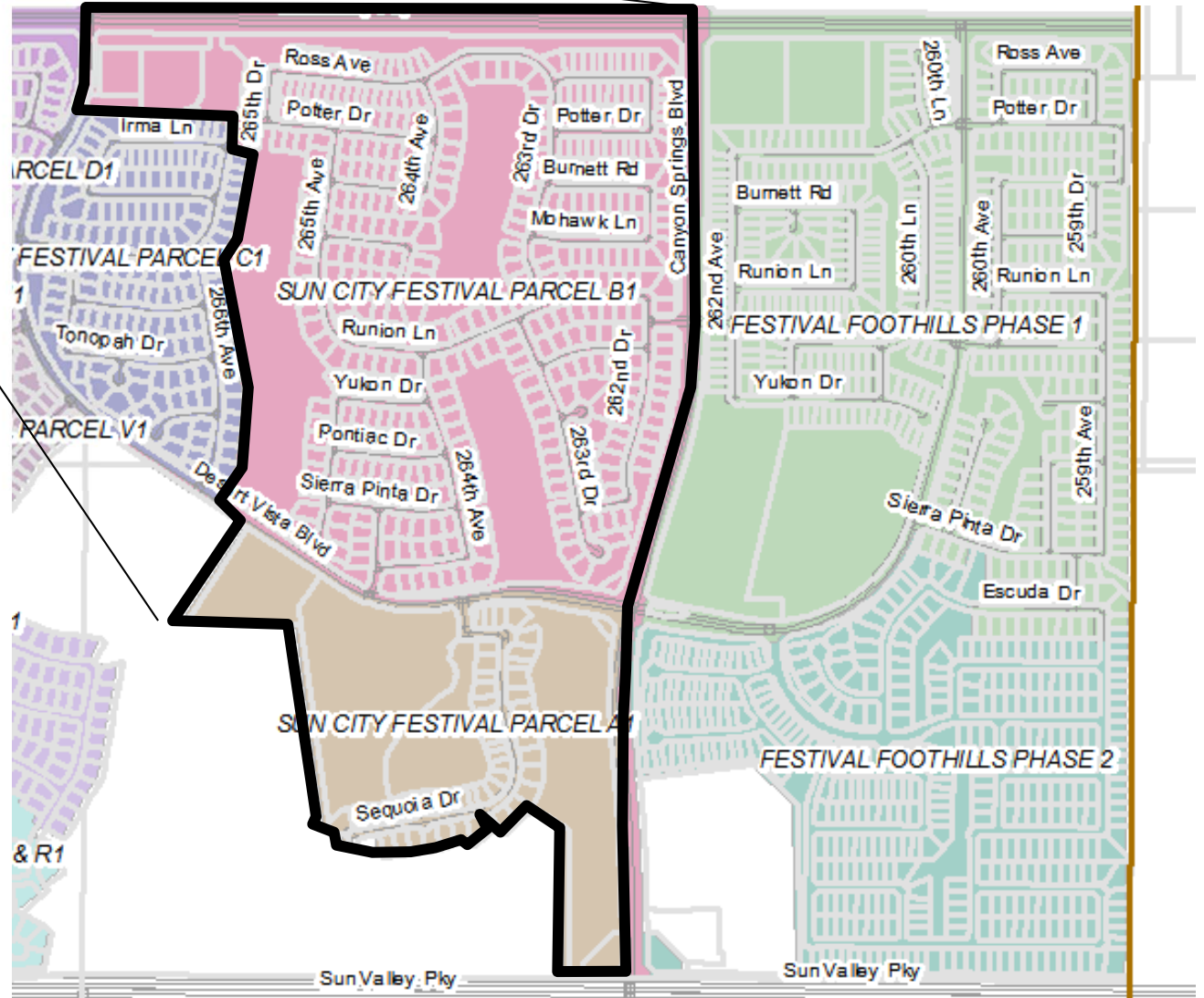
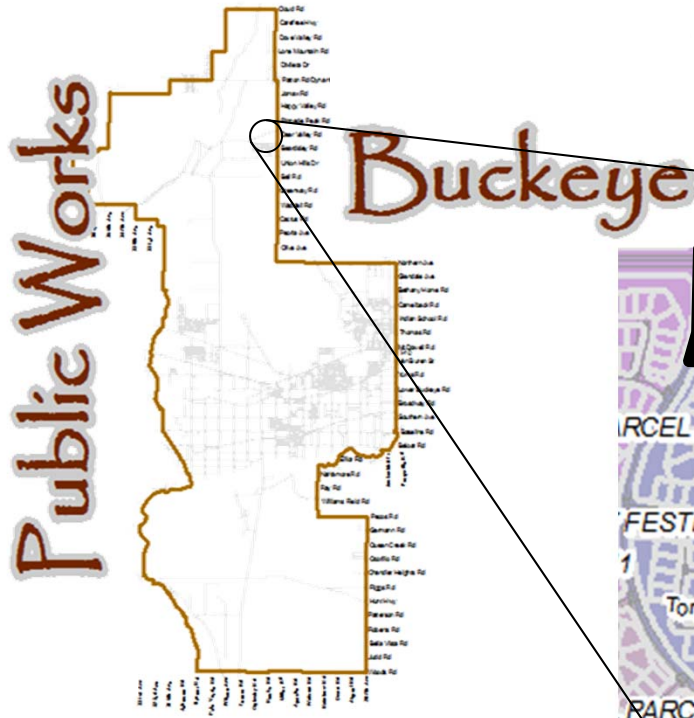
ATTACHMENTS:

[REVISED SLID Location Maps 2021_22.pdf](#)

[RES 40-21 SLID Final Budget FY 21-22 with Exhibit A.pdf](#)

SLID No. 1

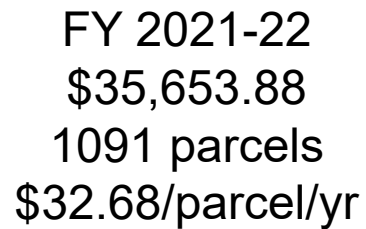
Sun City Festival Parcel A1 B1 District 4



FY 2021-22
\$27,868.50
450 parcels
\$61.93/parcel/yr



Vista De Montana Phase 1A, 1B, 2 & 3 District 6



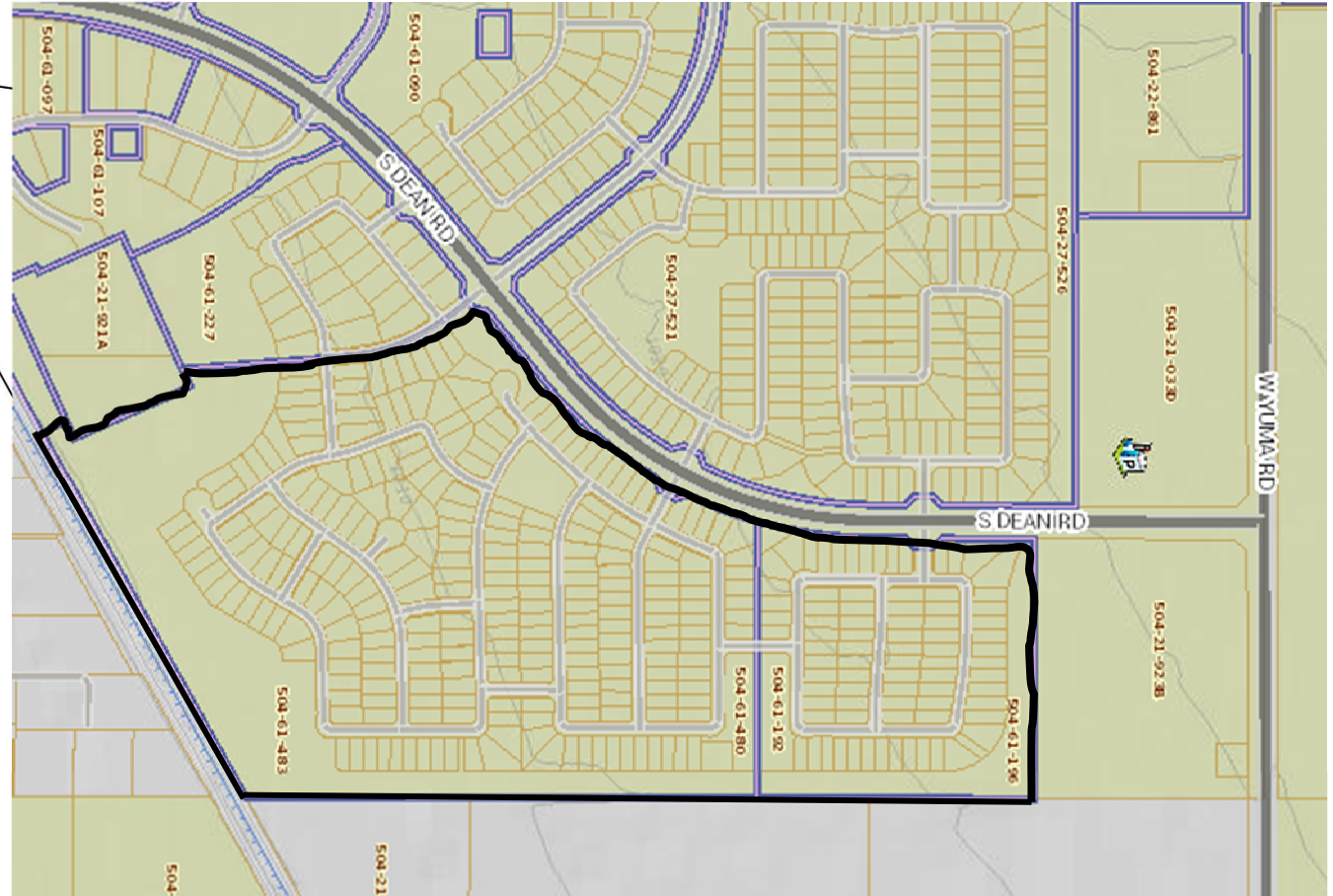
Public Works

Buckeye

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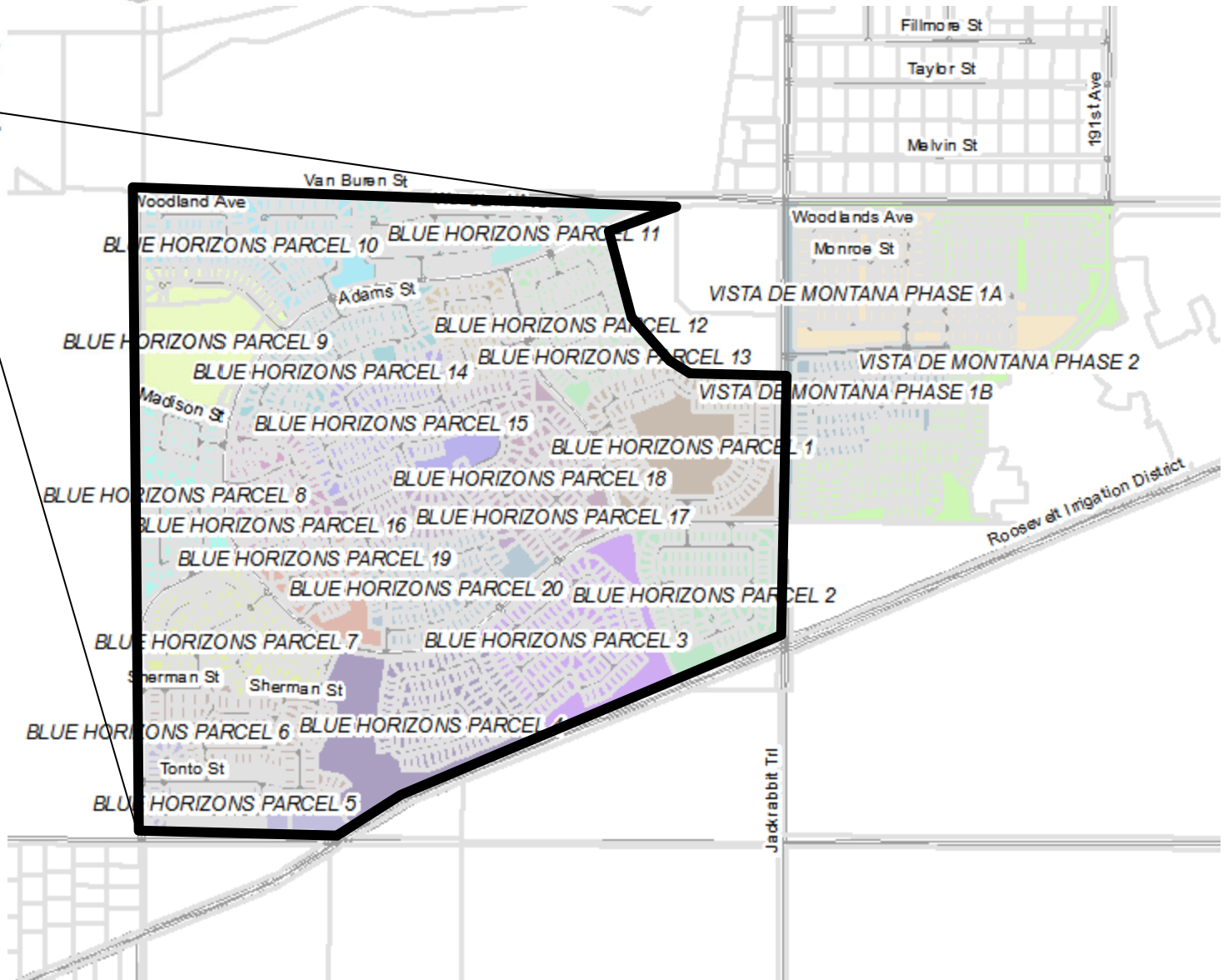
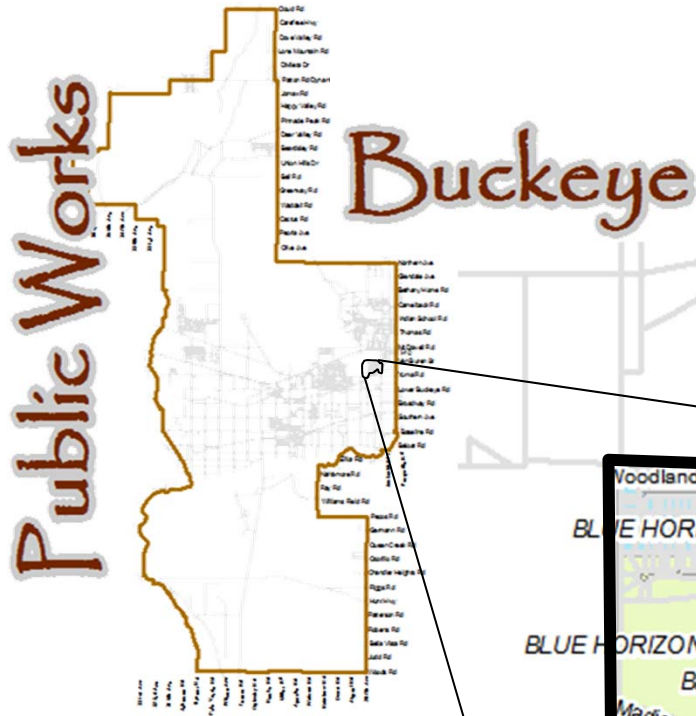
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 504-01-107
 504-21-01A



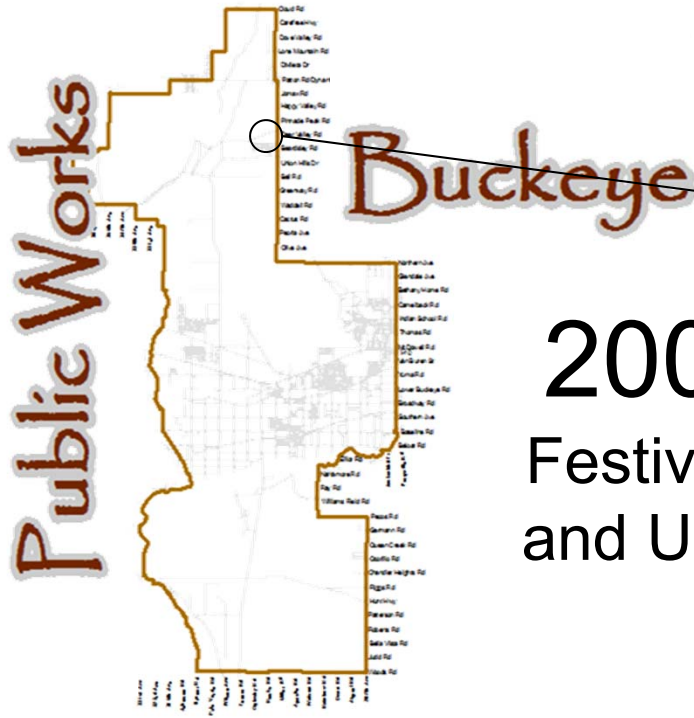
2006- SLID-003

Blue Horizons District 6



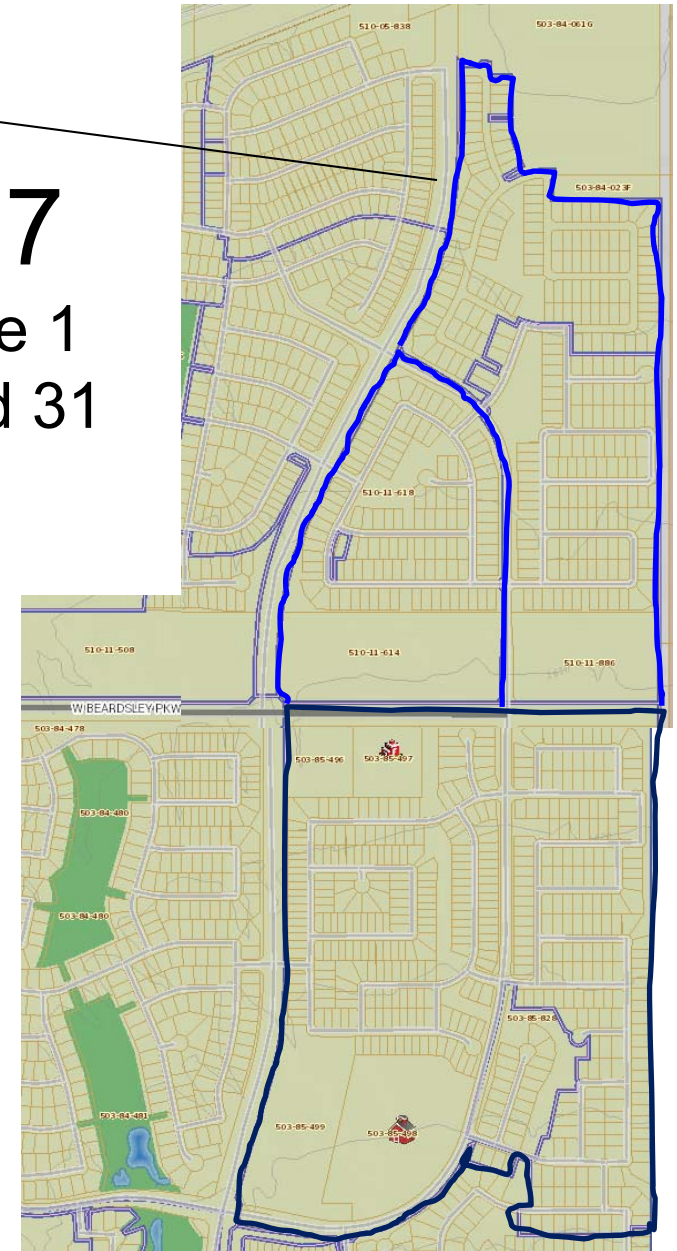
FY 2021-22
\$24,098.16
1896 parcels
\$12.71/parcel/yr





2006- SLID-07

Festival Foothills Phase 1 and Unit 25, 27, 29 and 31 District 4

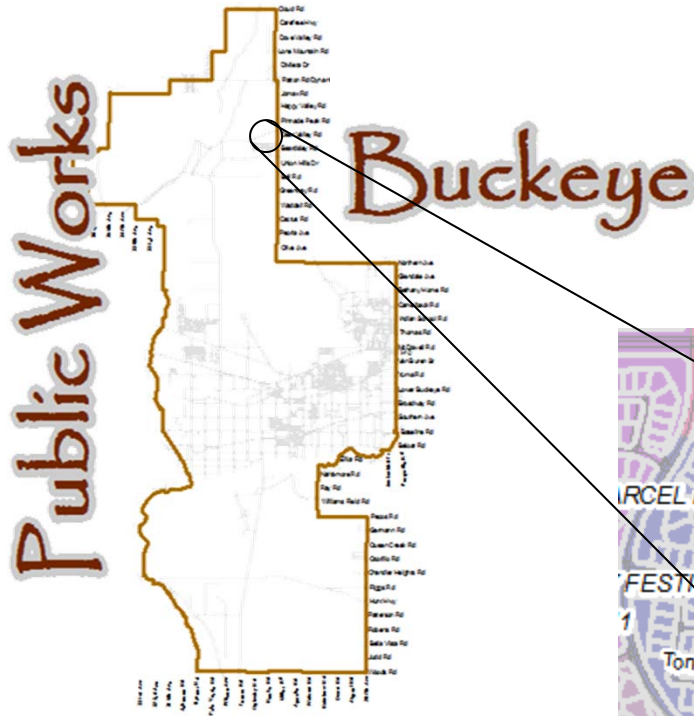


FY 2021-22
\$26,725.41
927 parcels
\$28.83/parcel/yr

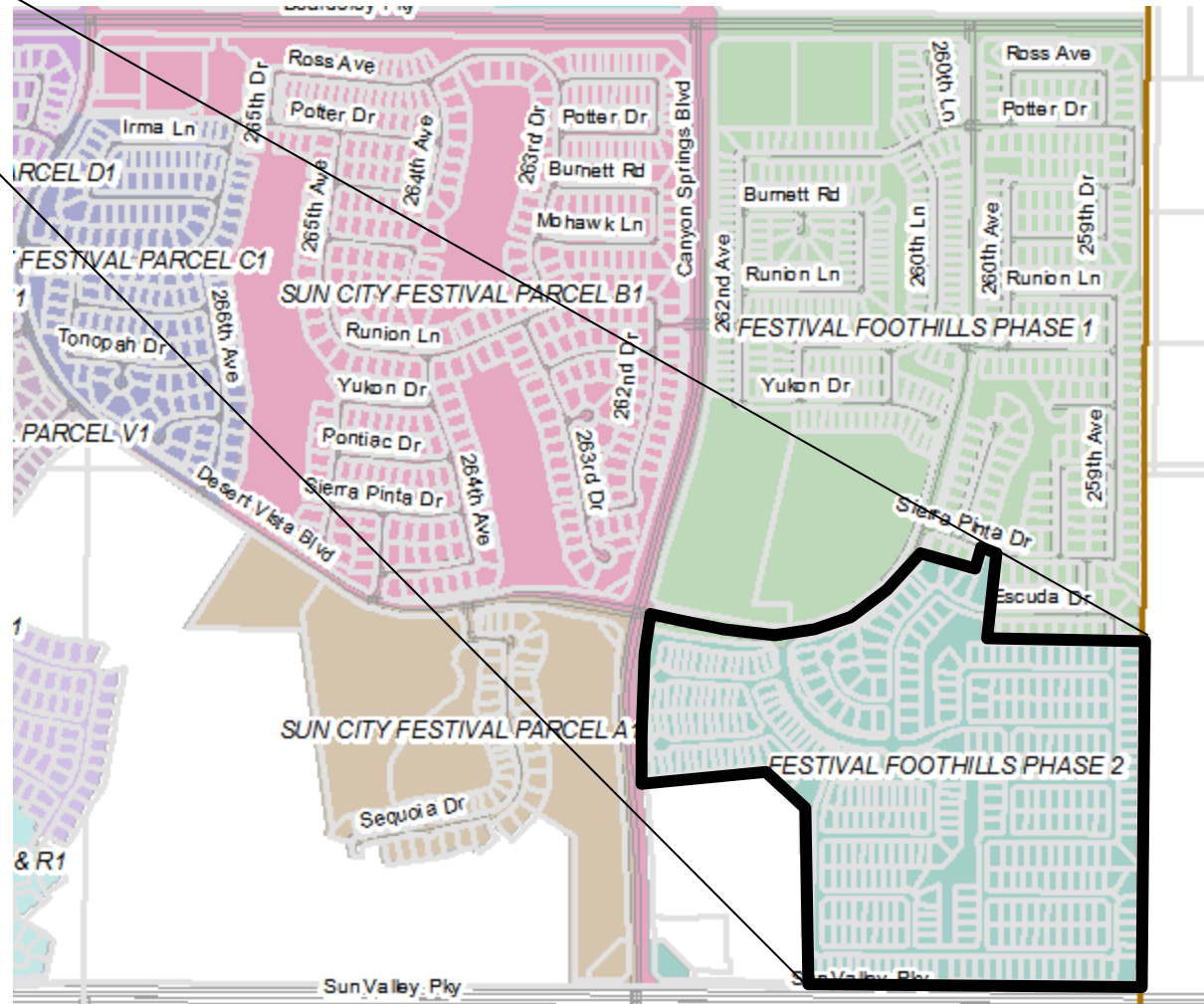


2006-SLID-08

Festival Foothills Phase 2 District 4

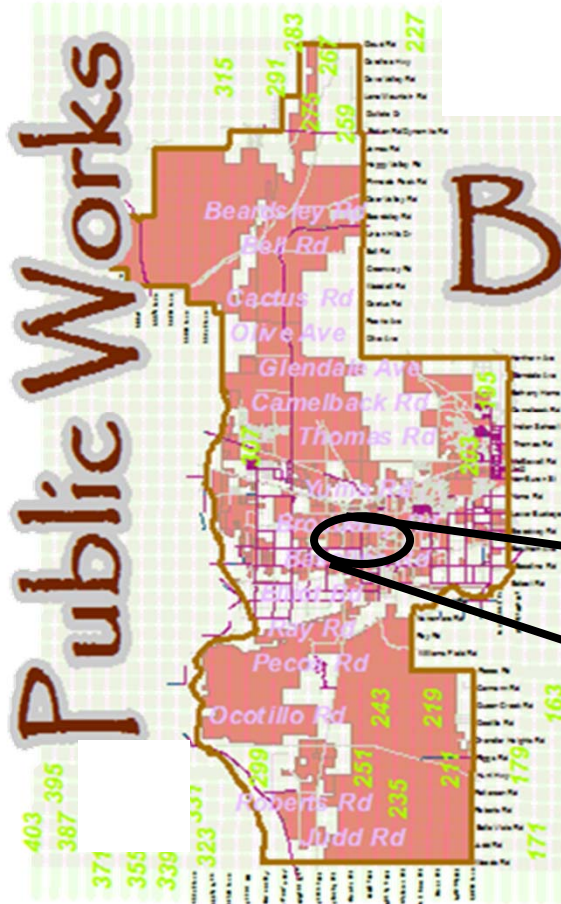


FY 2021-22
\$7,689.30
355 parcels
\$21.66/parcel/yr

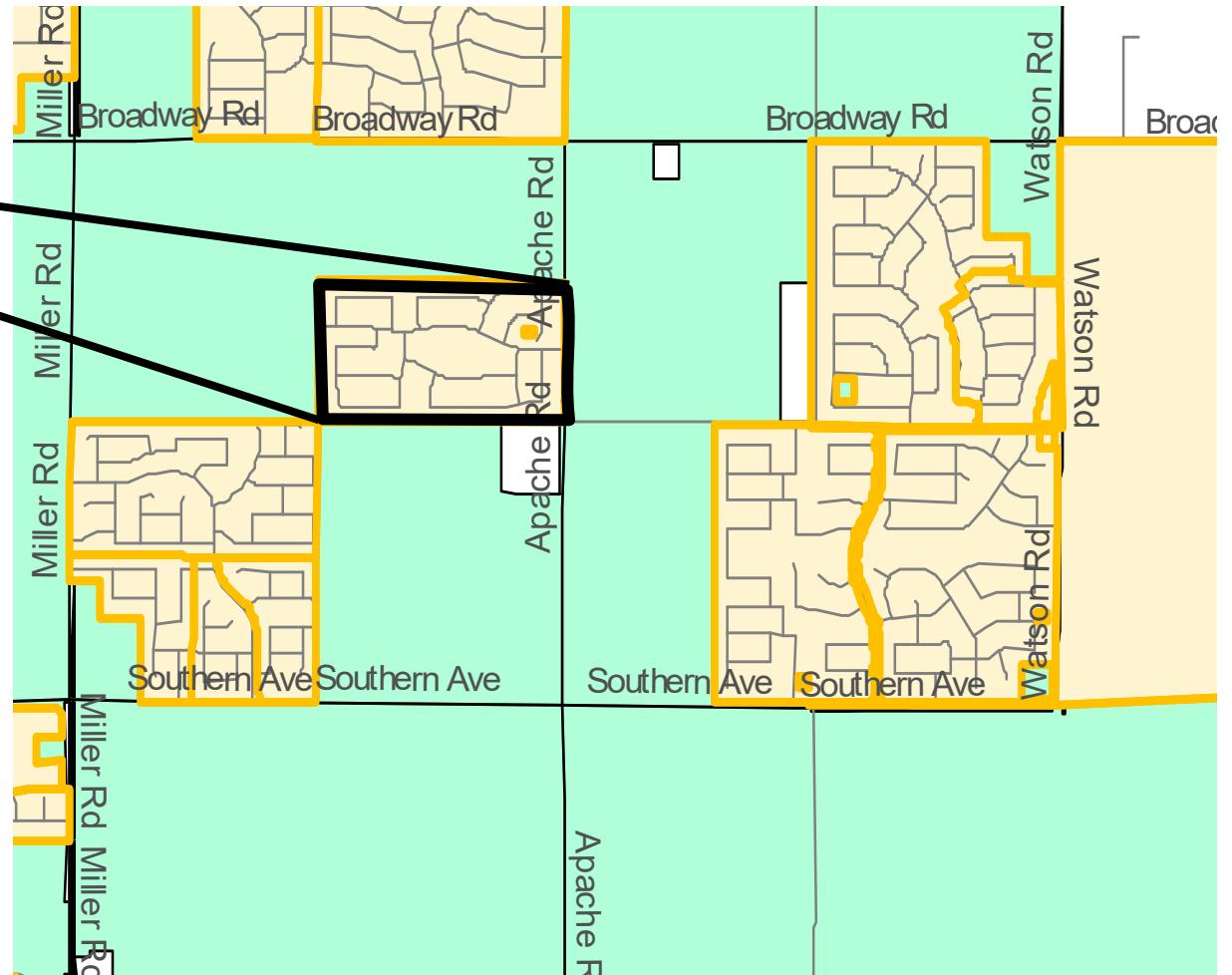


2006-SLID-009

Crystal Vista District 3



Buckeye



FY 2021-22

\$7,411.13

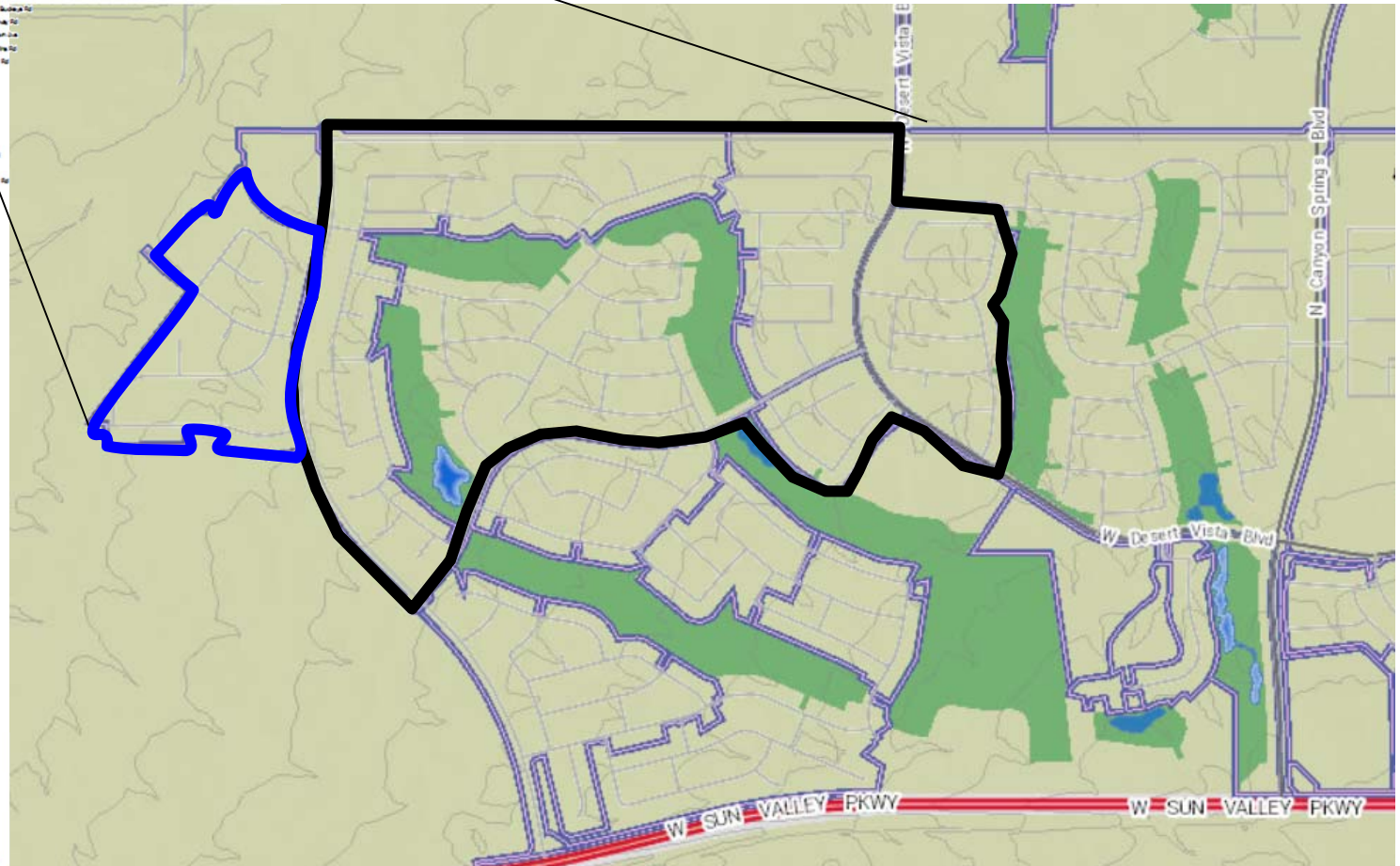
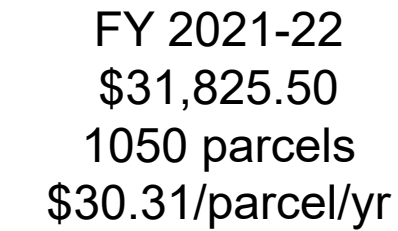
311 parcels

\$23.83/parcel/yr



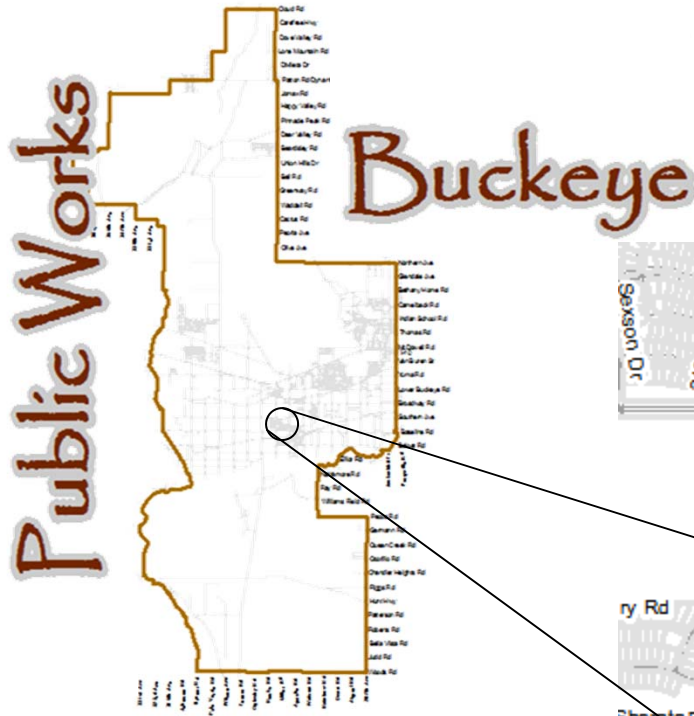
Sun City Festival Units, C1-H1, V1 &
S1 & Q1
District 4

Sun City Festival Units, C1-H1, V1 &
S1 & Q1
District 4

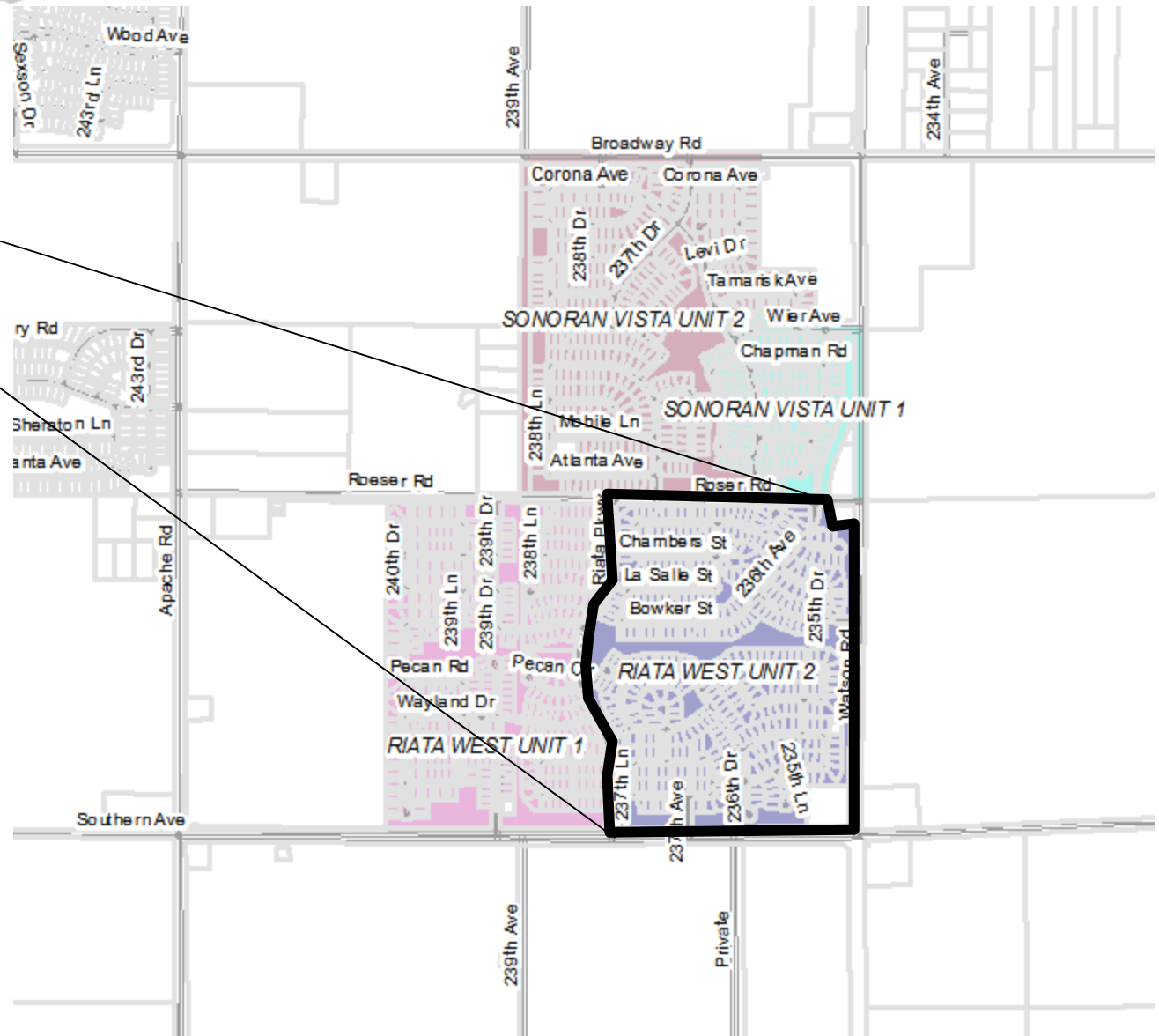


2006-SLID-15

Riata West Unit 2 District 3

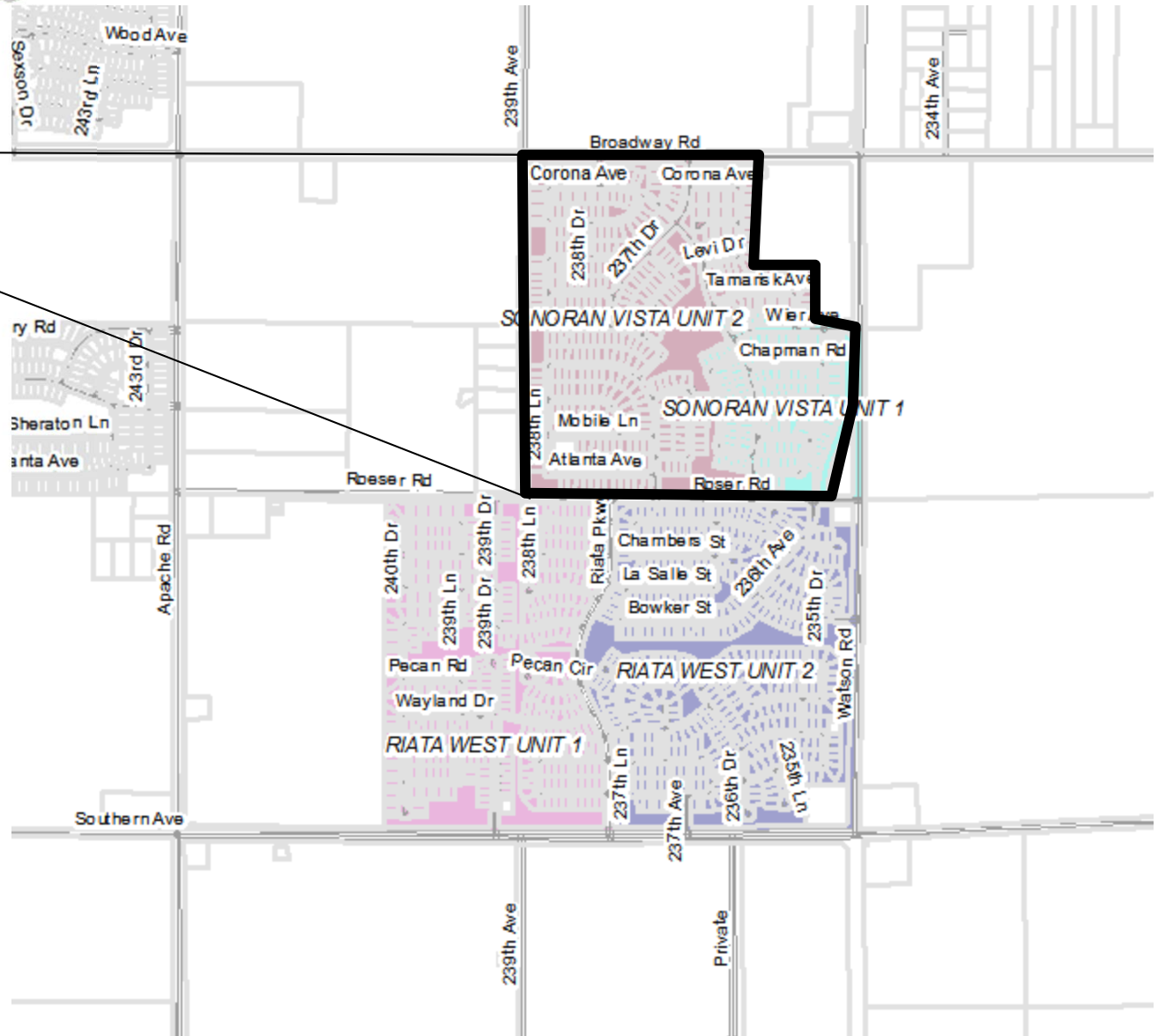


FY 2021-22
\$12,543.57
453 parcels
\$27.69/parcel/yr



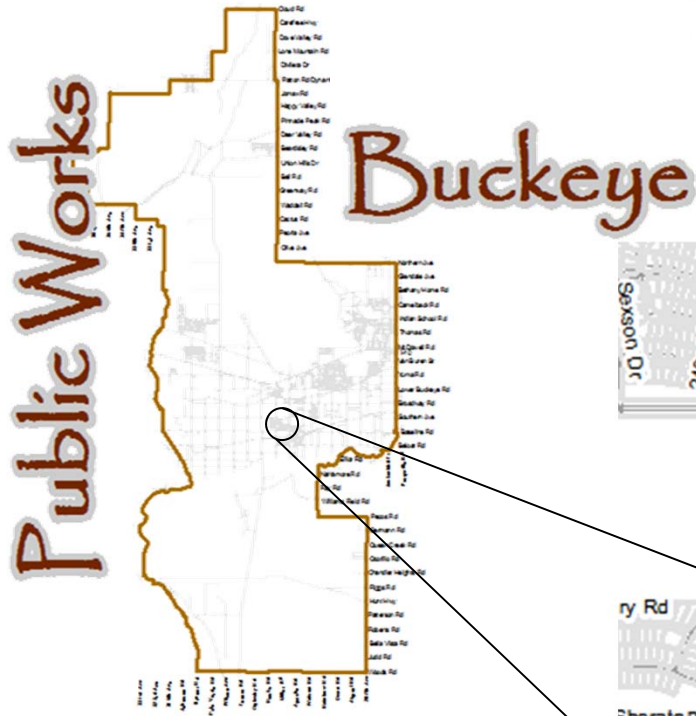
[illegible]

BUCKEYE, AZ

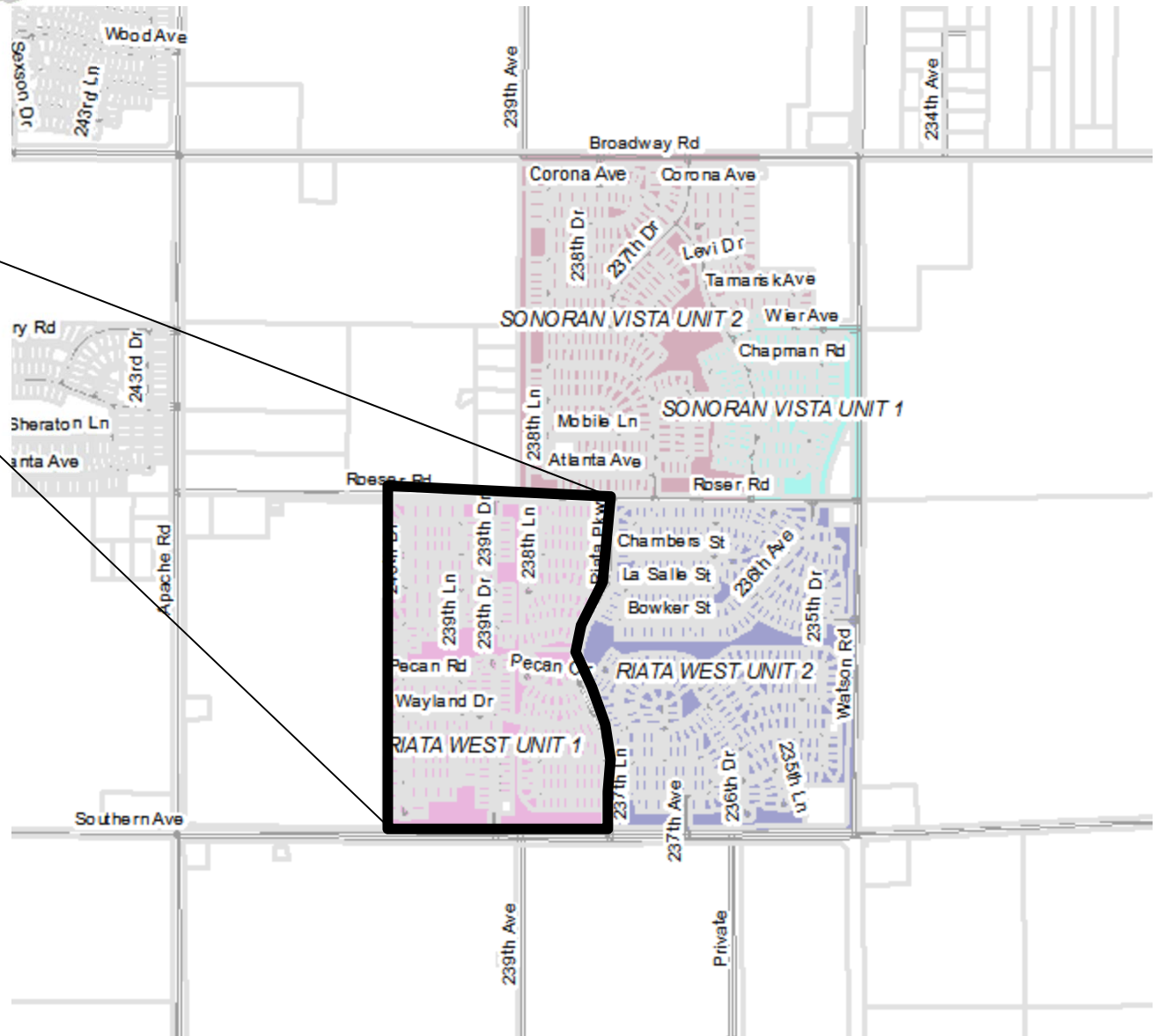


2006- SLID-17

Riata West Unit 1 Districts 1 & 3

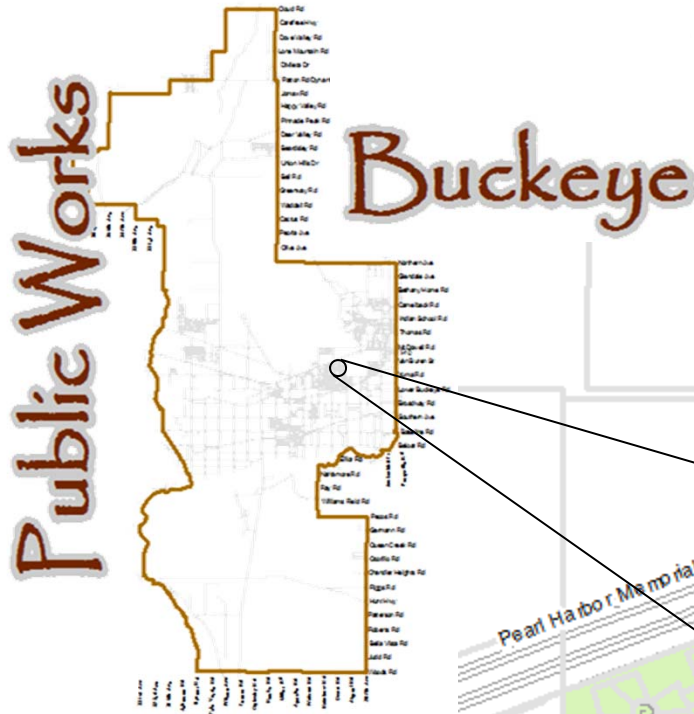


FY 2021-22
\$9,382.95
435 parcels
\$21.57/parcel/yr

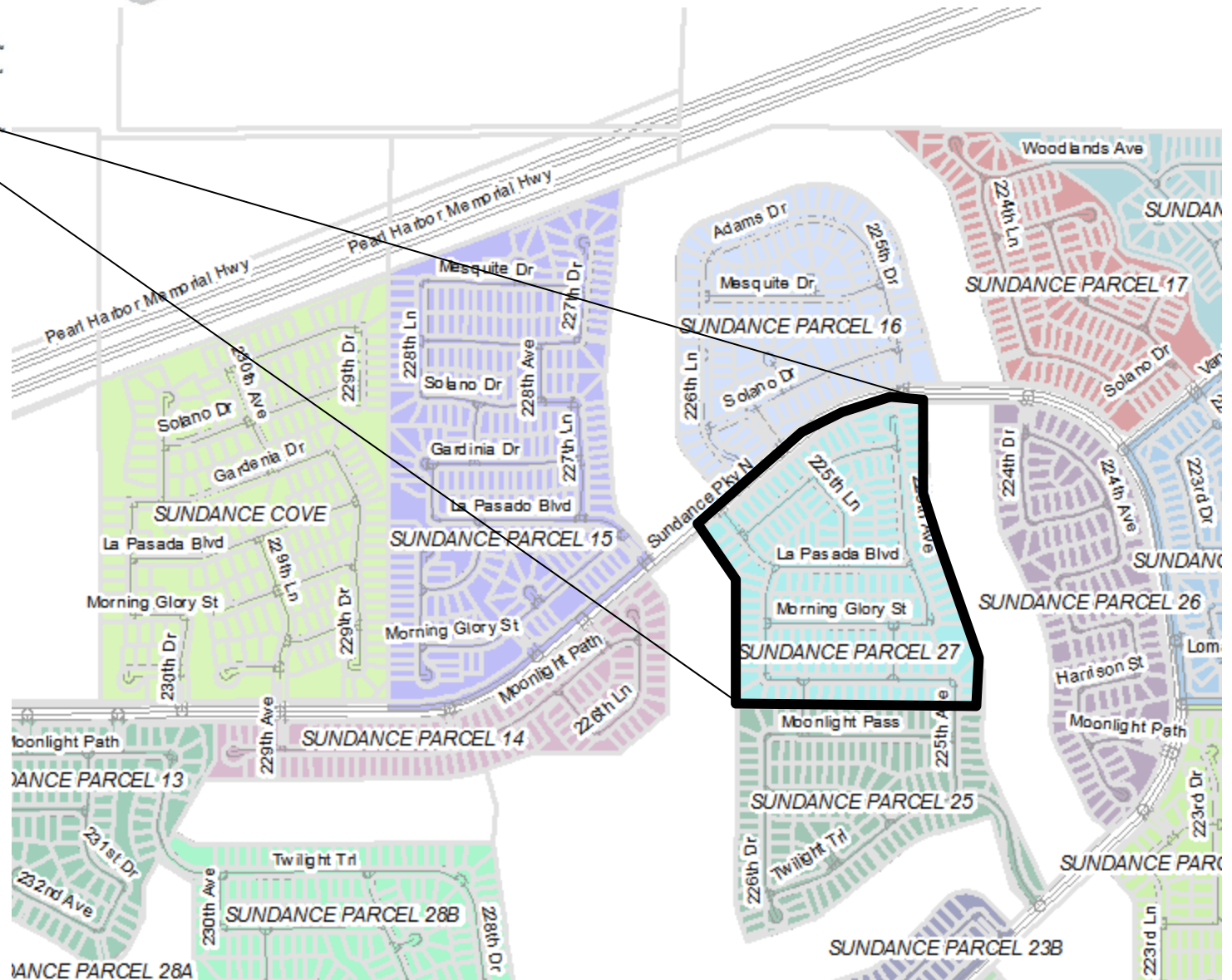


2007-SLID-001

Sundance Parcel 27 District 5

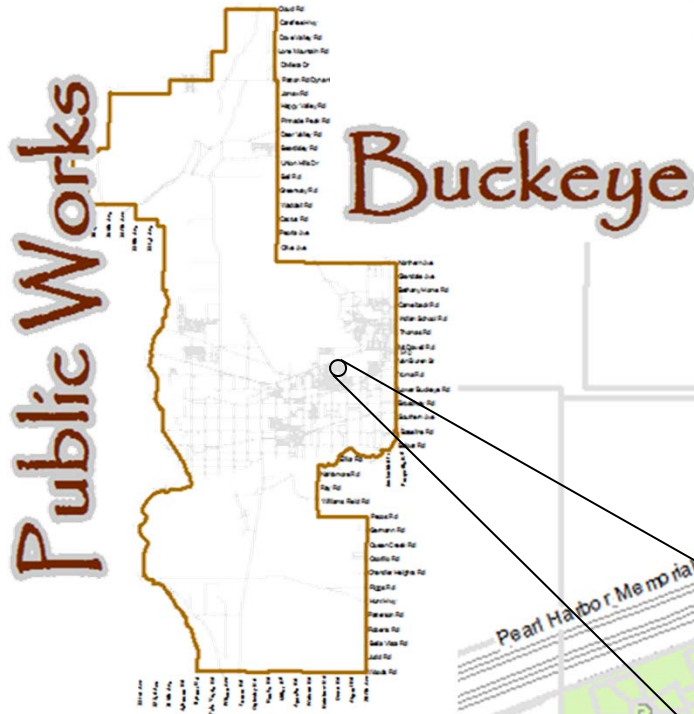


FY 2021-22
\$3,599.64
162 parcels
\$22.22/parcel/yr

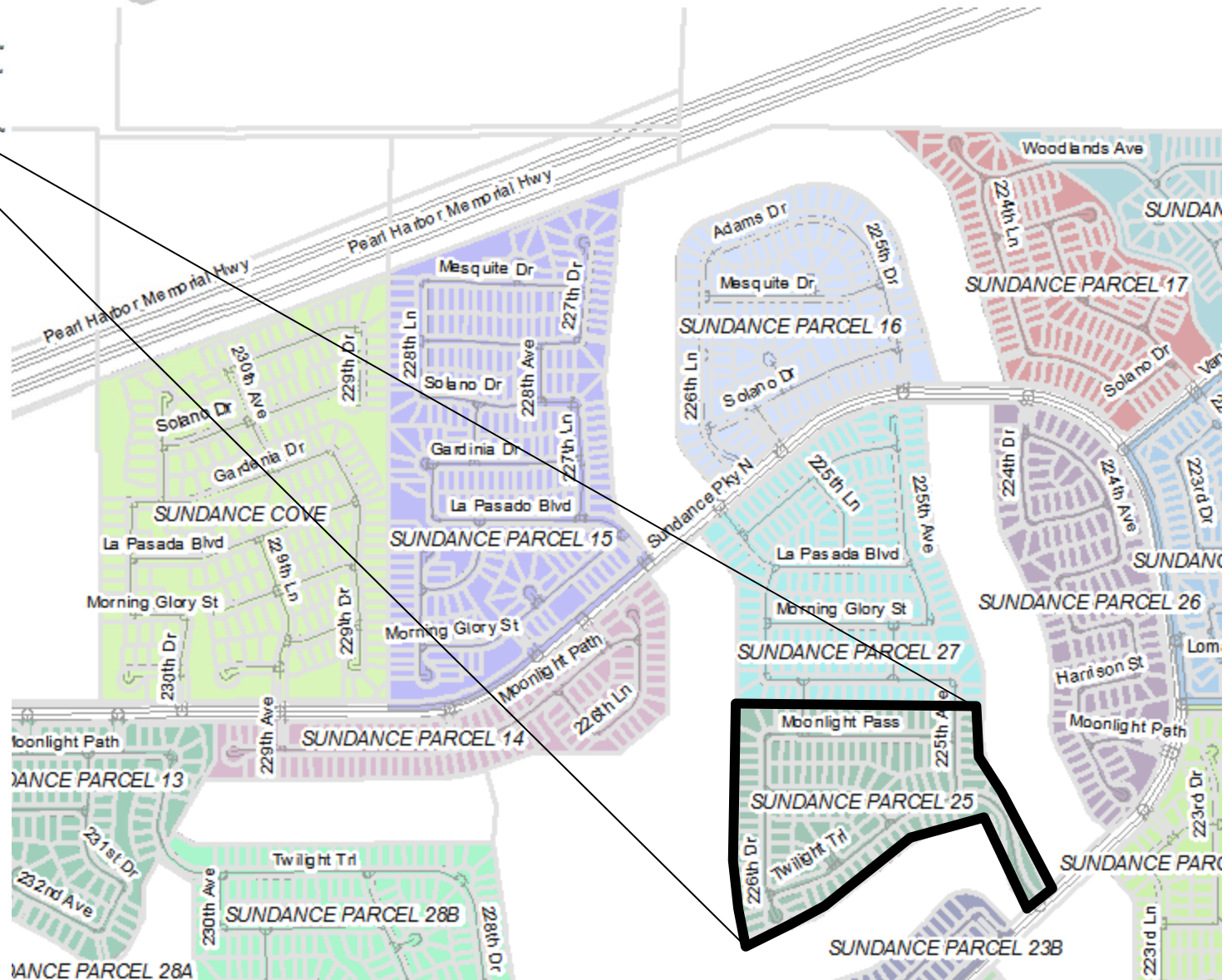


2007-SLID-002

Sundance Parcel 25 District 5

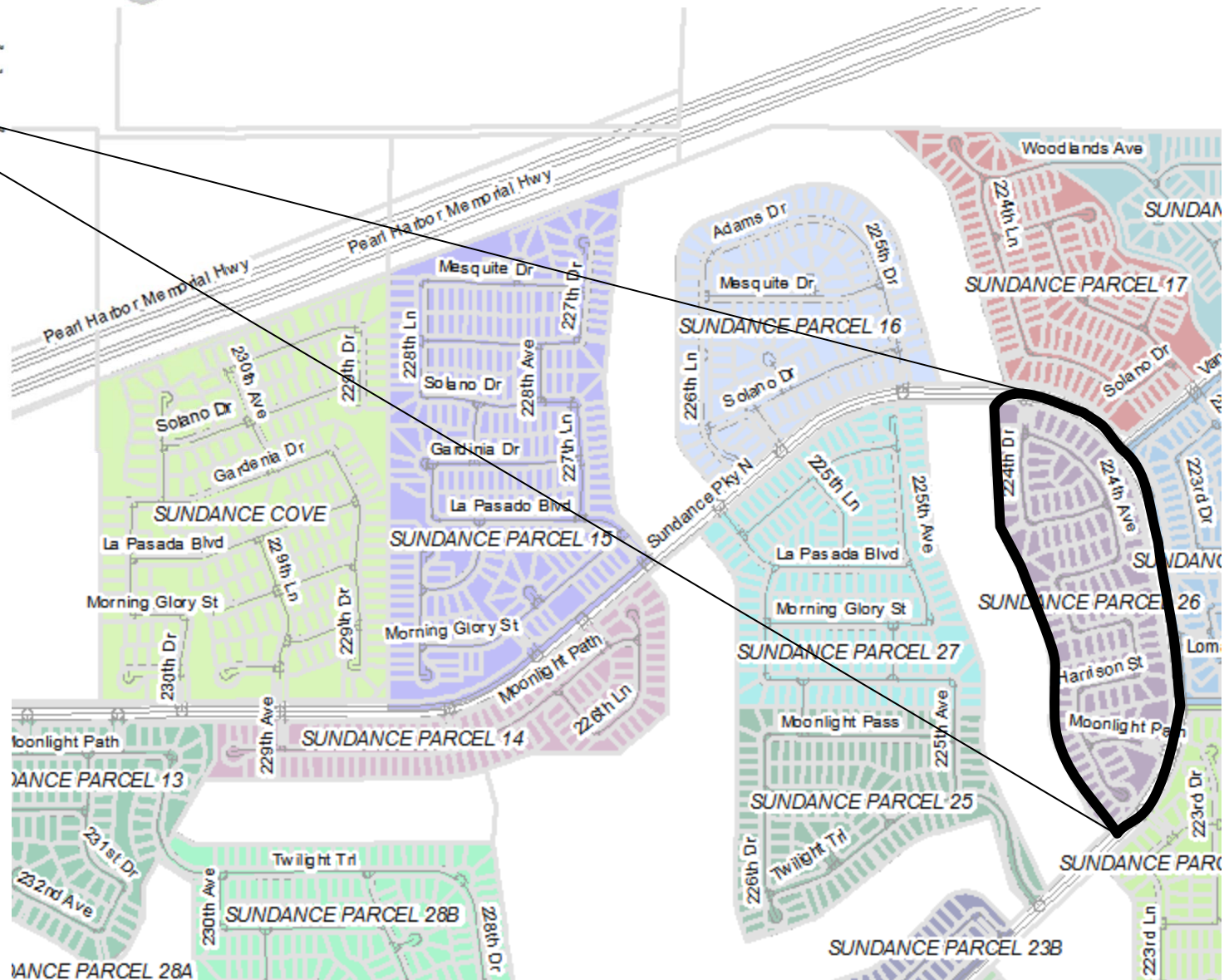
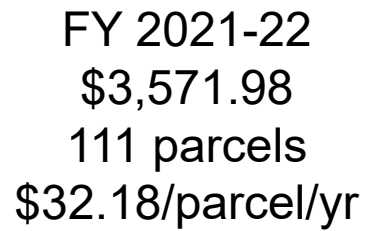


FY 2021-22
\$2,268.00
112 parcels
\$20.25/parcel/yr



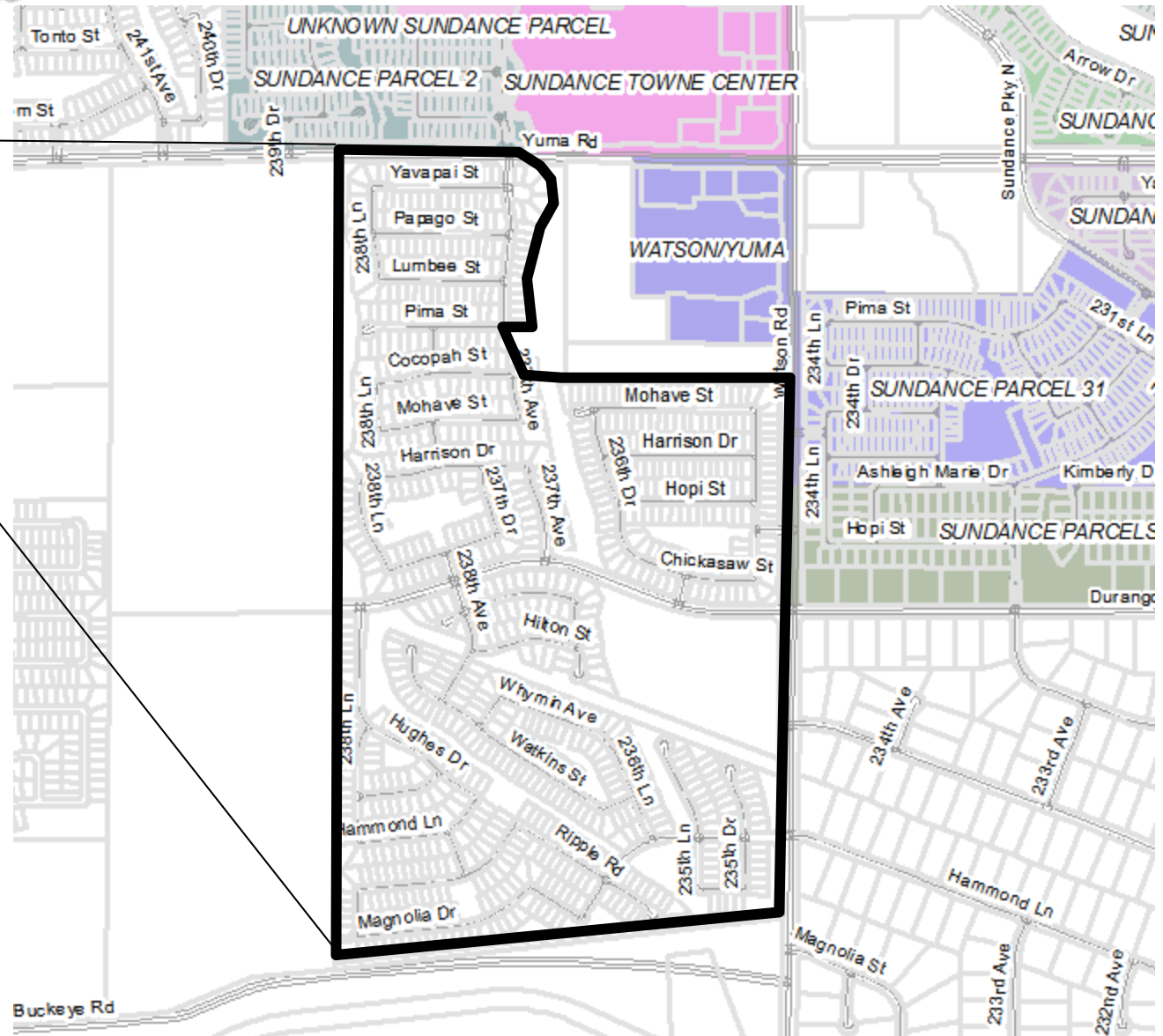
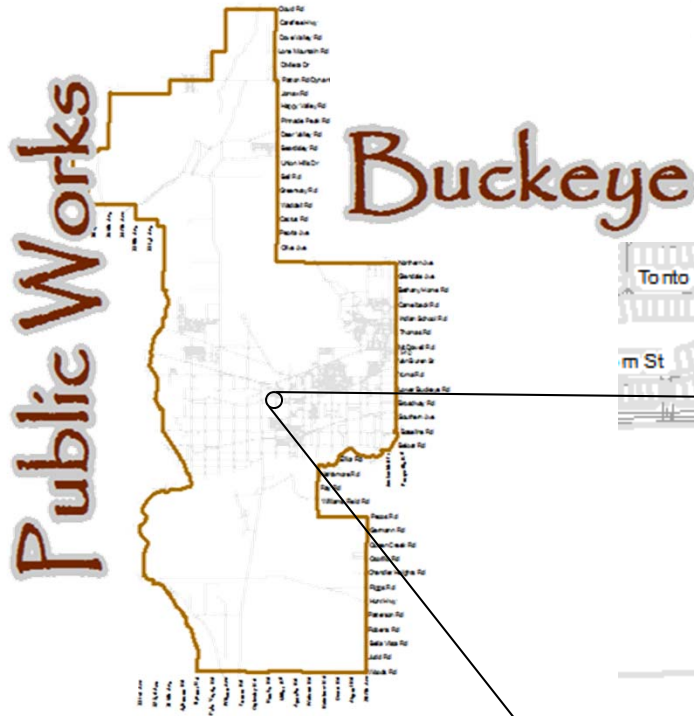
Sundance Parcel 26

District 5



2007-SLID-010

Watson Estates District 4

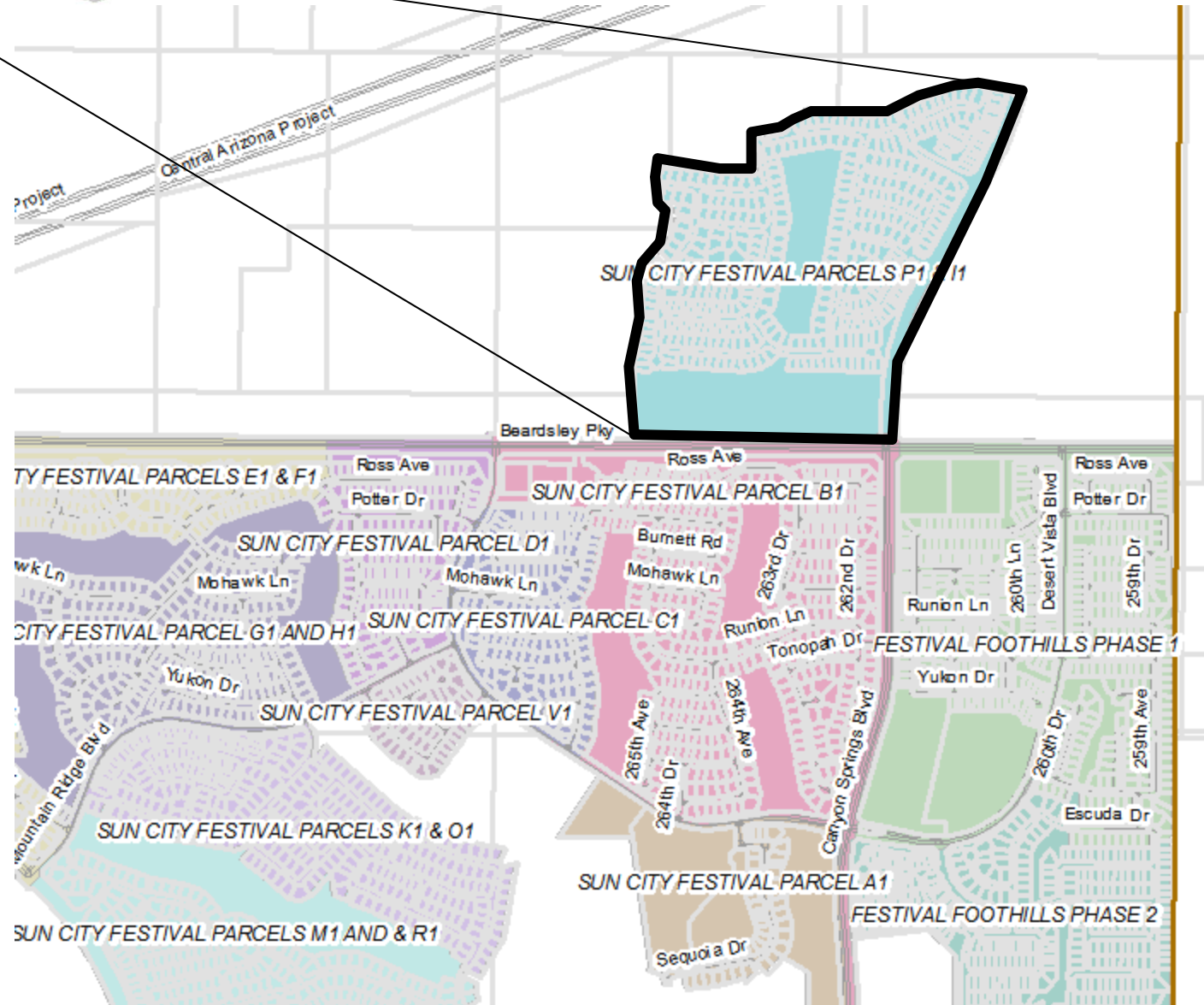
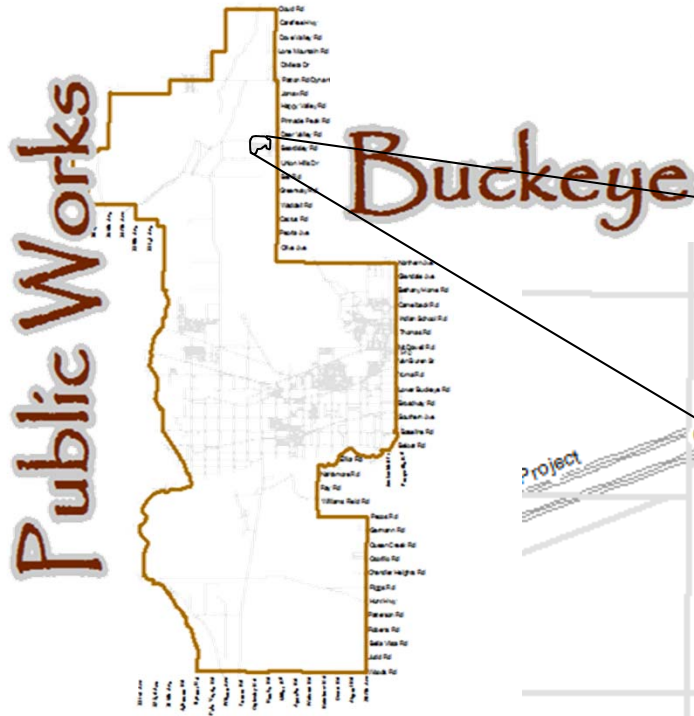


FY 2021-22
\$7,933.52
868 parcels
\$9.14/parcel/yr



2007-SLID-013

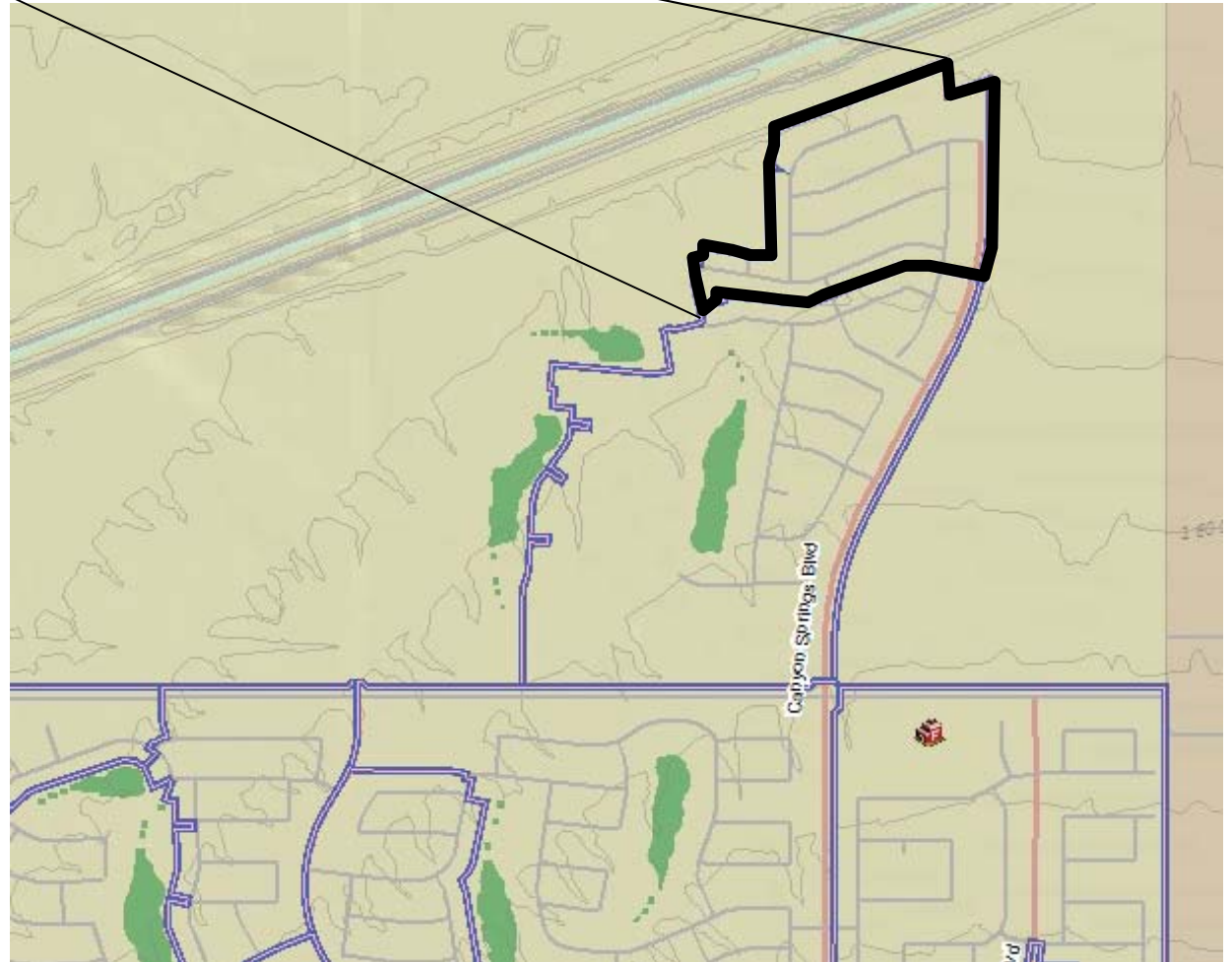
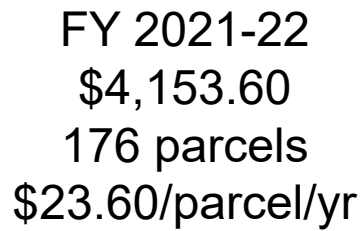
Sun City Festival Parcel I1 & P1 District 4



FY 2021-22
\$5,779.90
322 parcels
\$17.95/parcel/yr

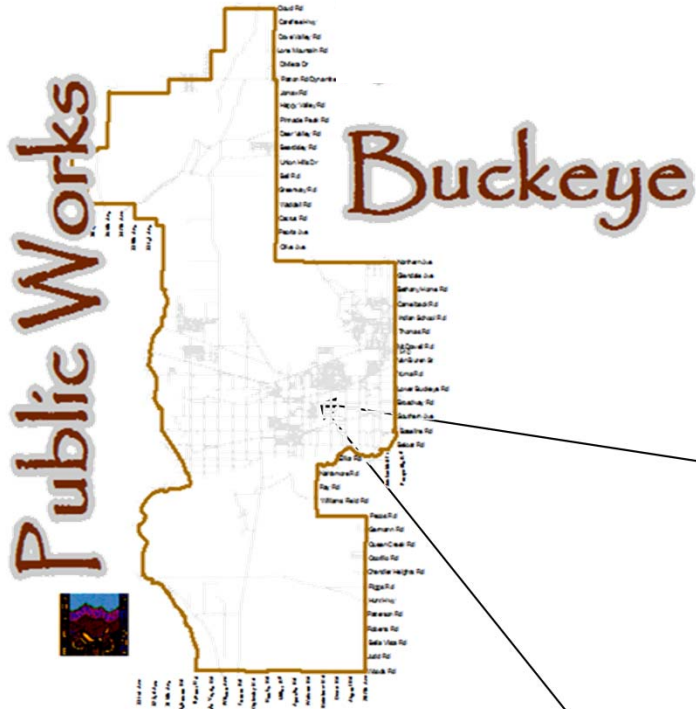


District 4



2009-SLID-02A

Watson Marketplace District 5

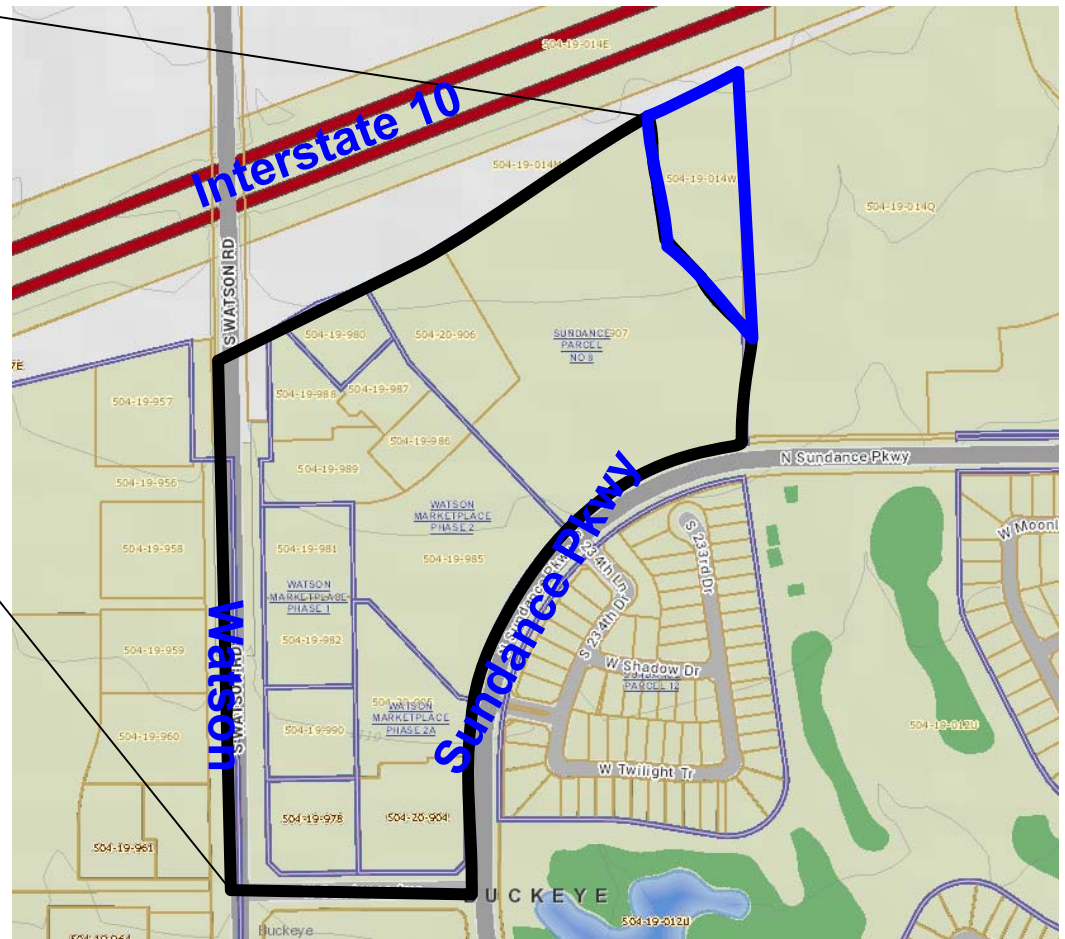


FY 2021-22

\$3,515.33

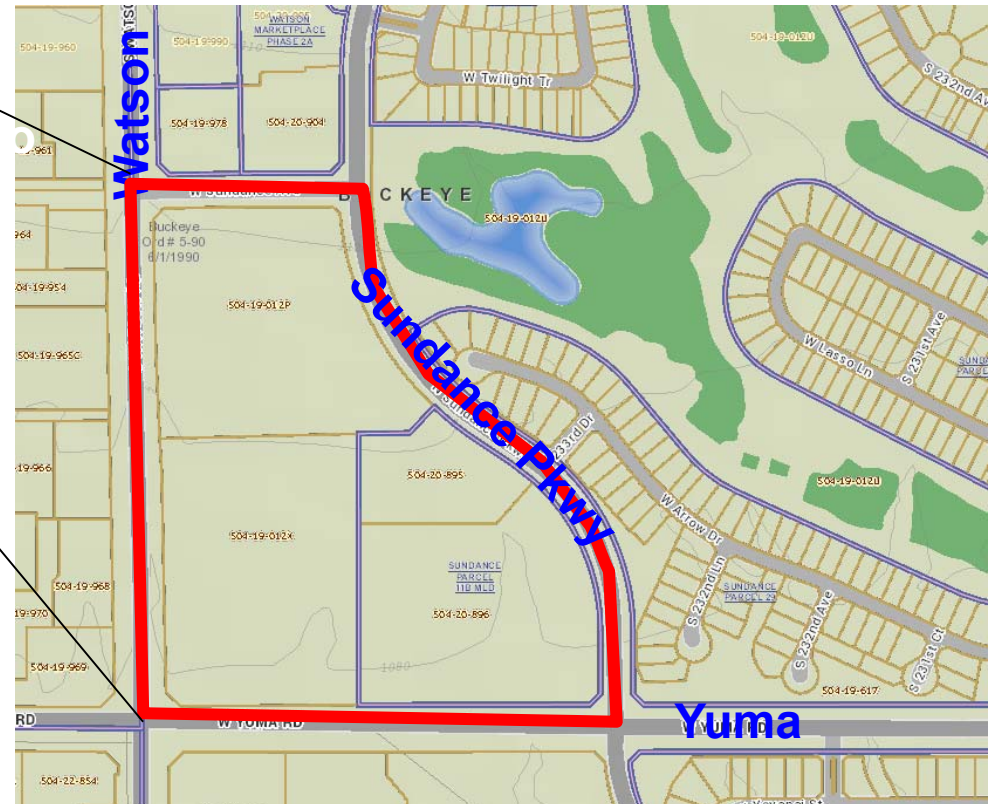
13 parcels

\$270.41/parcel/yr

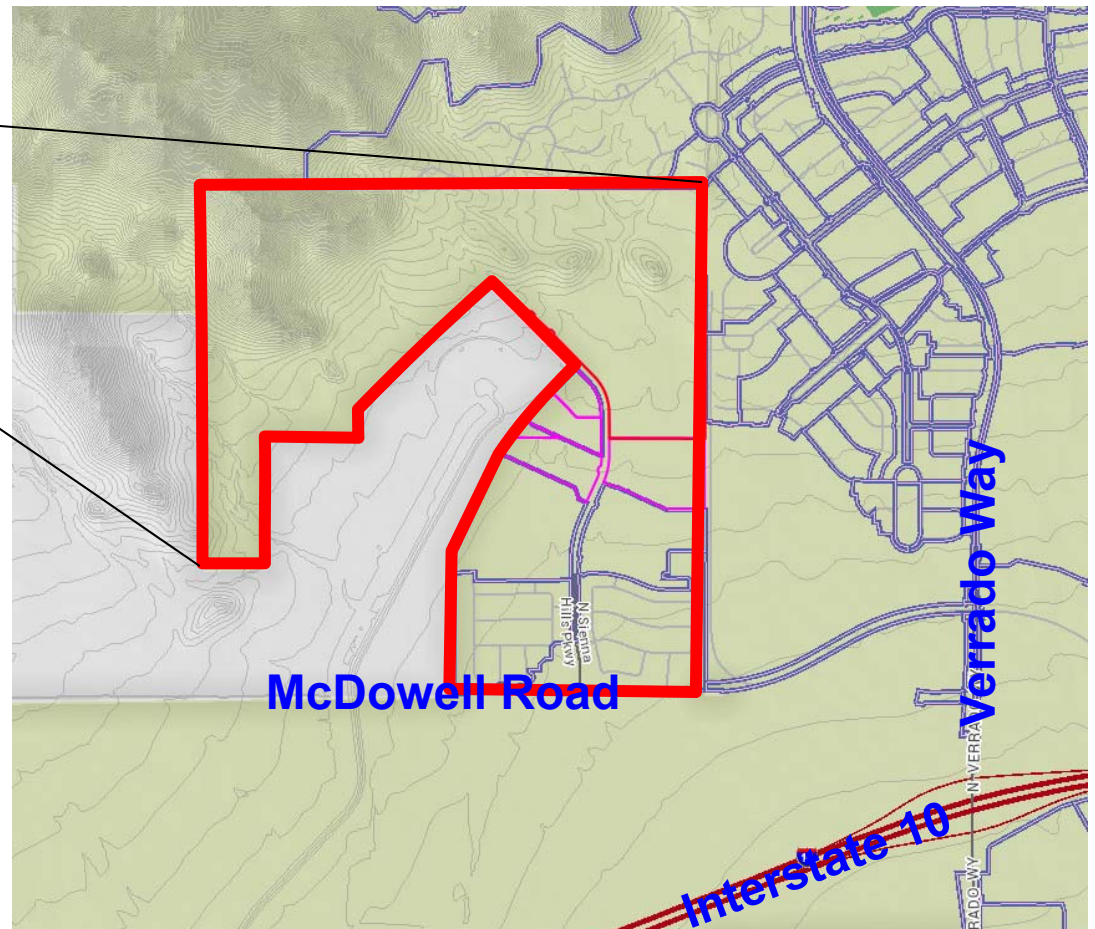
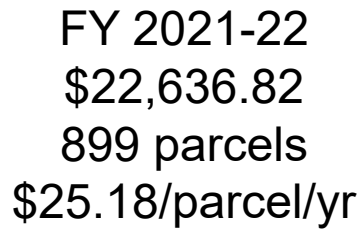


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\$271.46/parcel/yr

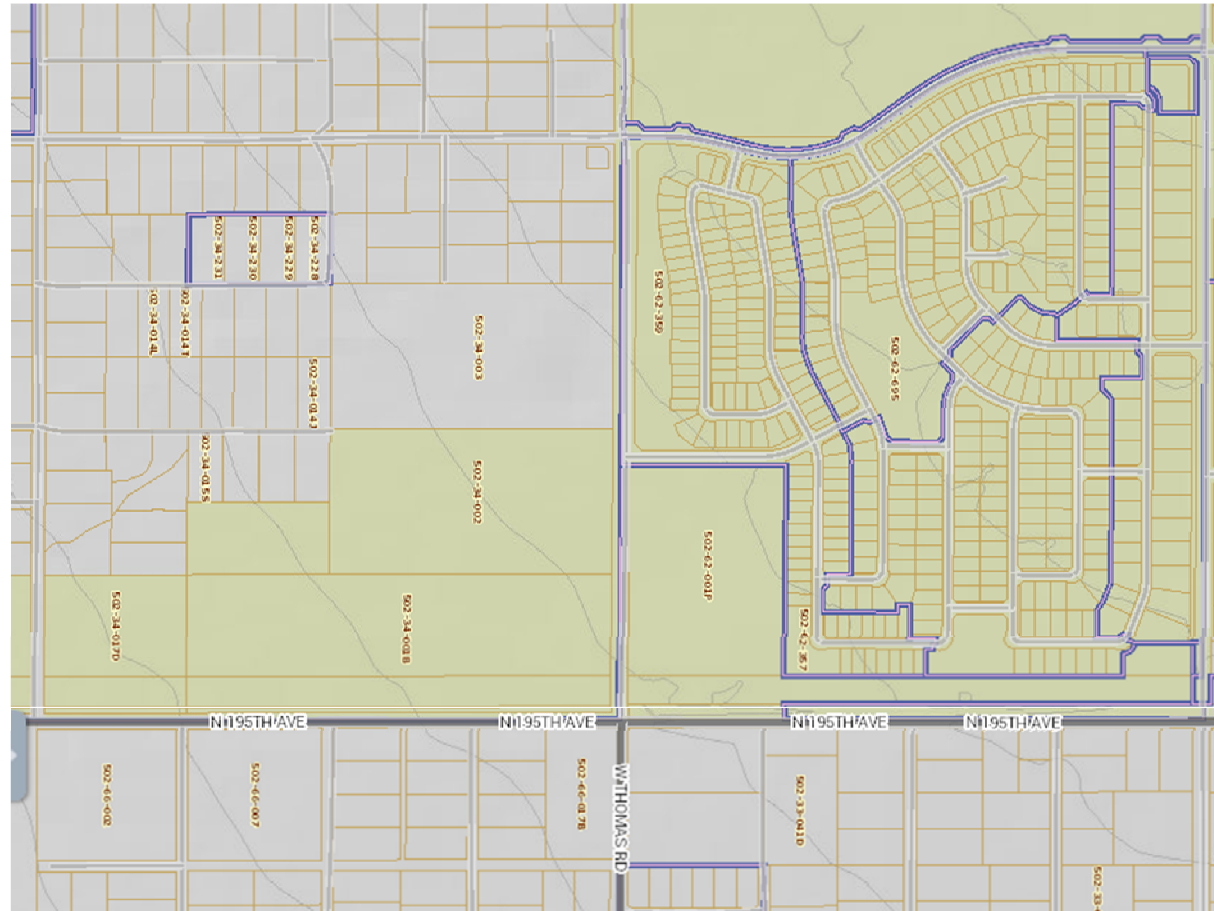


Sienna Hills District 6



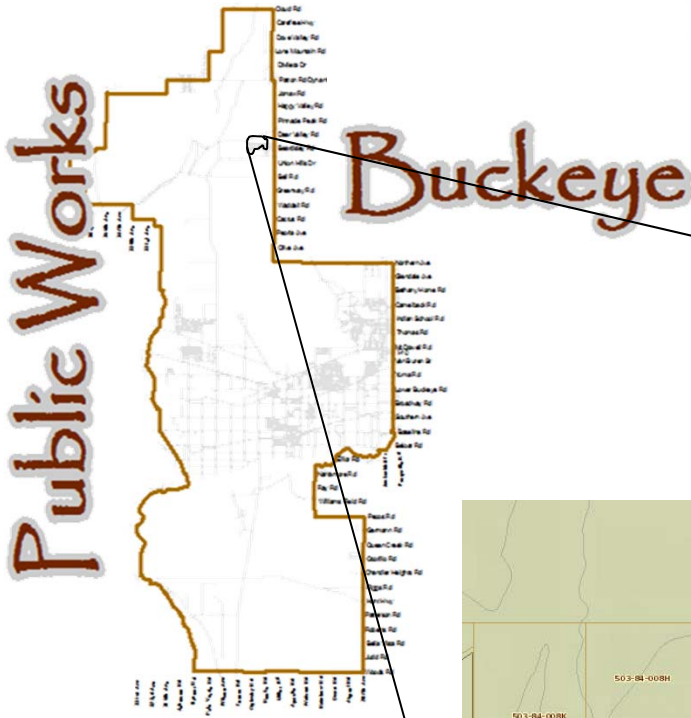
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FY 2021-22
\$6,046.50
695 parcels
\$8.70/parcel/yr

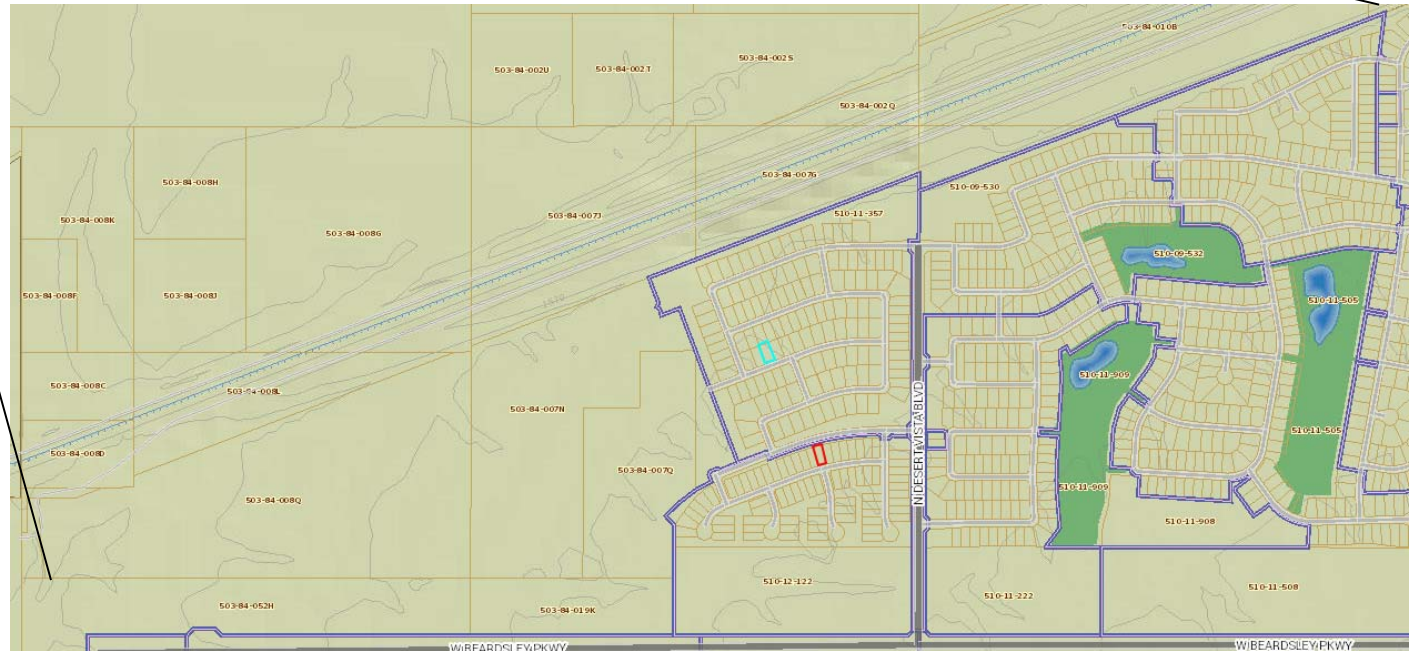


2013-SLID-002

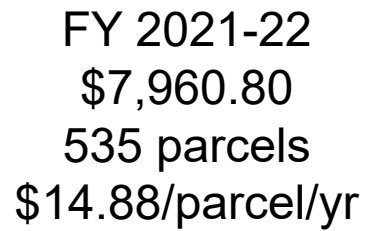
Sun City Festival Parcel L1, L1-2,
HH1-1, HH1-2, HH1-3, HH1-4,
HH1-5, JJ and N1
District 4



FY 2021-22
\$12,979.50
509 parcels
\$25.50/parcel/yr

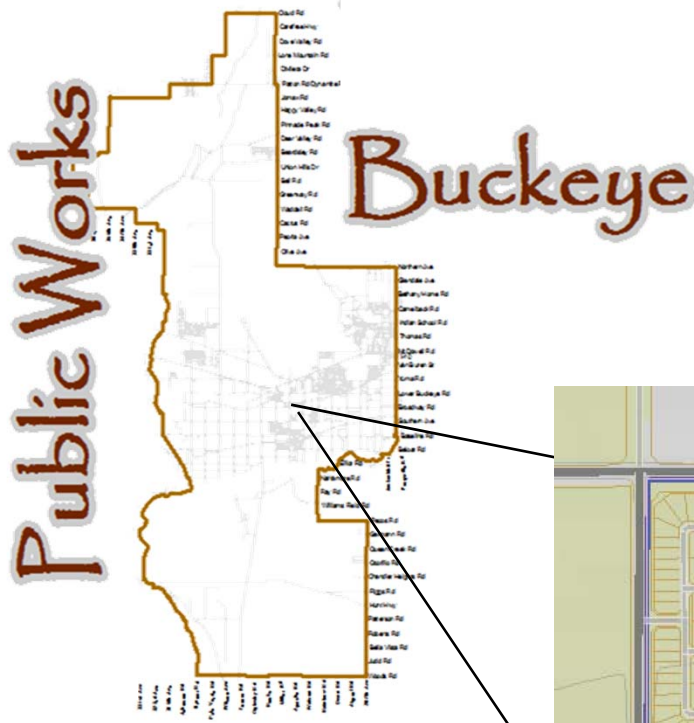


Estrella Vista at Buckeye District 3

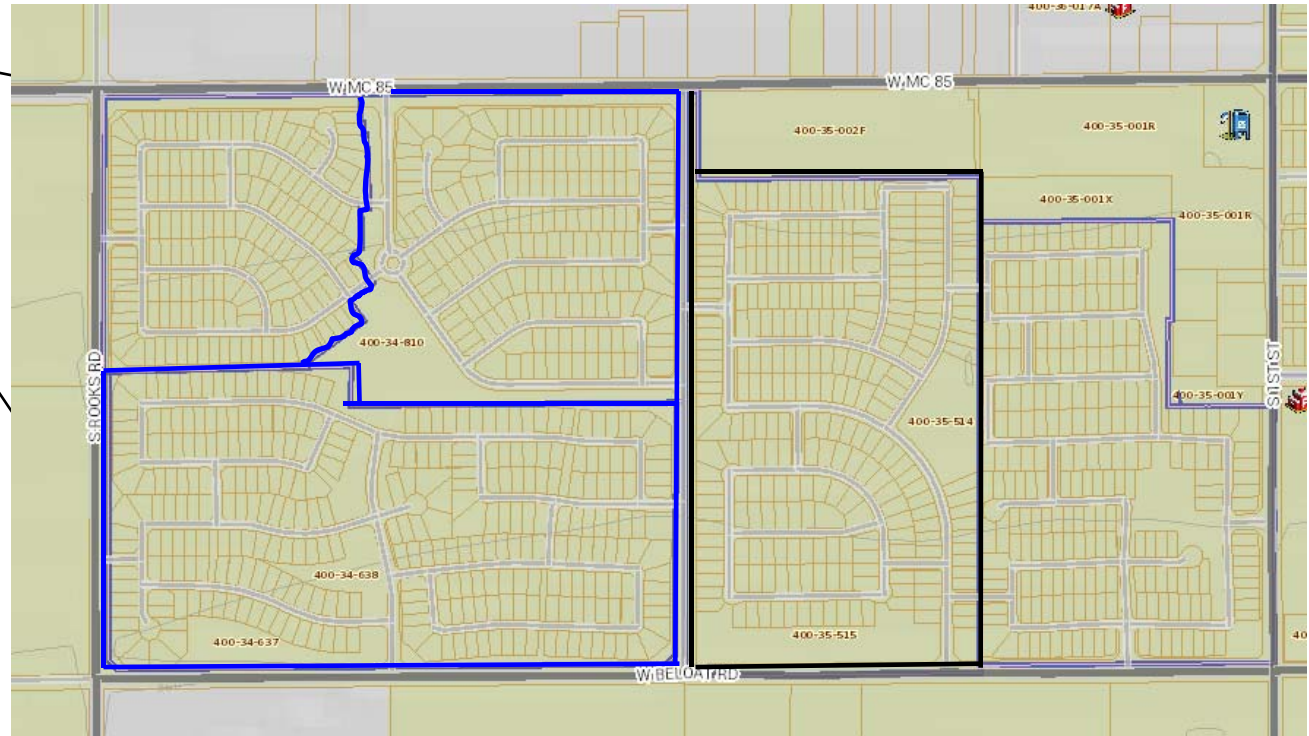


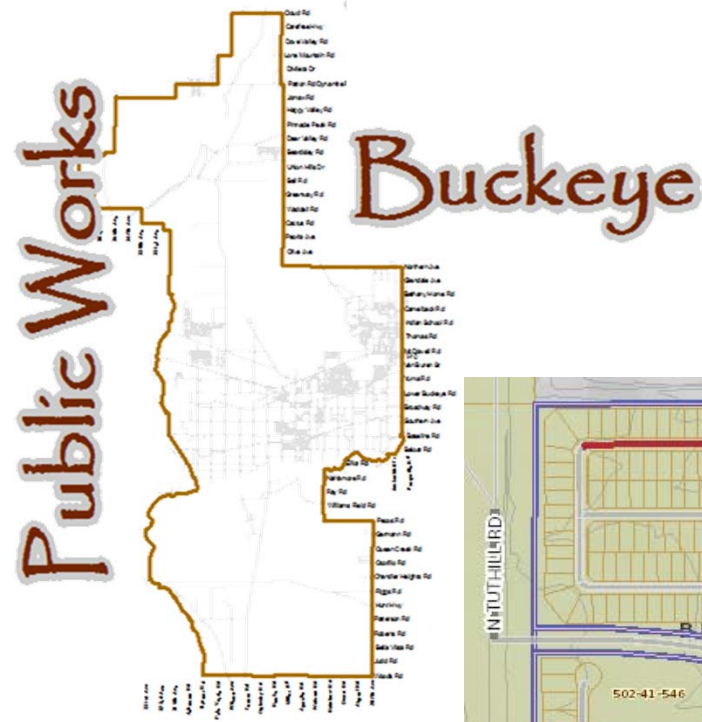
Parkplace at Buckeye, TerraVista Encantada Estates Phase 1 District 1

Parkplace at Buckeye, TerraVista Encantada Estates Phase 1 District 1



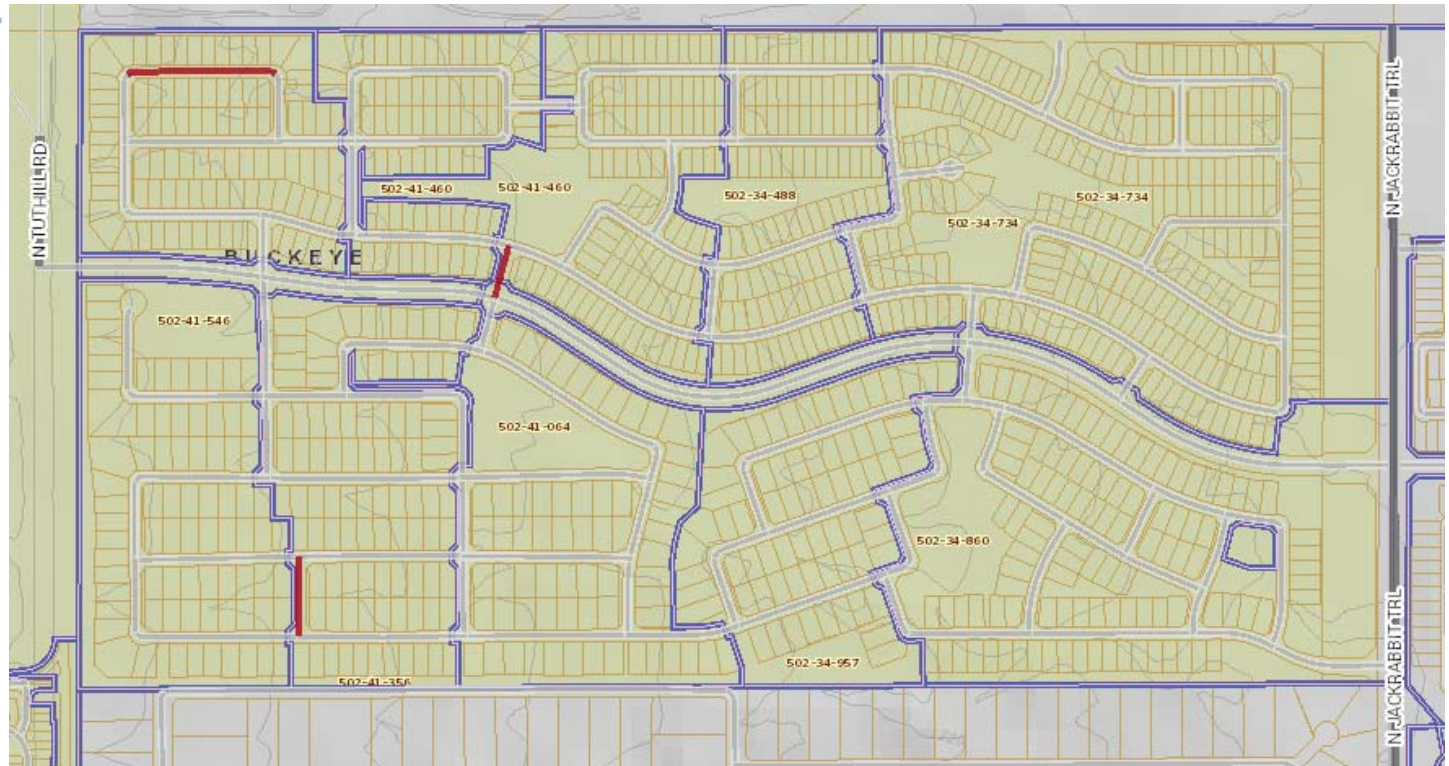
FY 2021-22
\$6,706.80
729 parcels
\$9.20/parcel/yr





2018-SLID-001

Canyon Views District 6



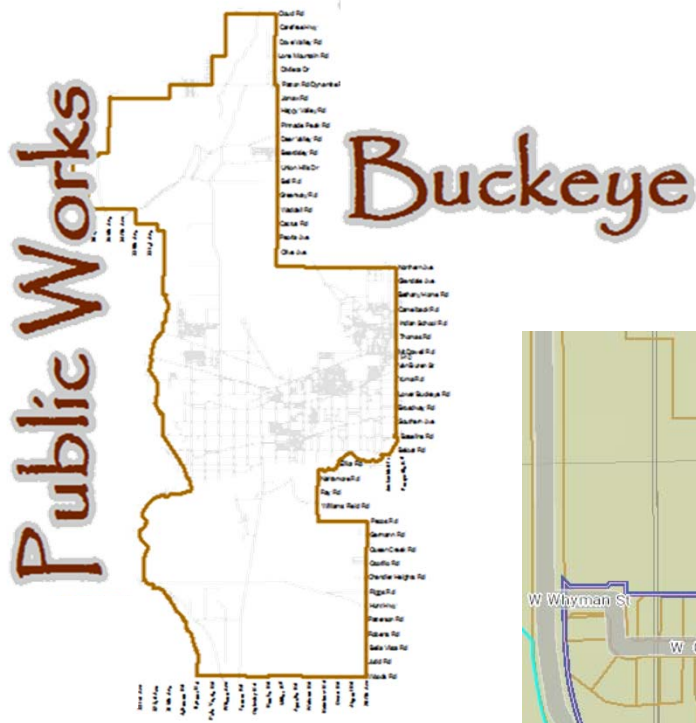
FY 2021-22
\$32,263.56
1116 parcels
\$28.91/parcel/yr



District 3

Westpark Phase II

District 3

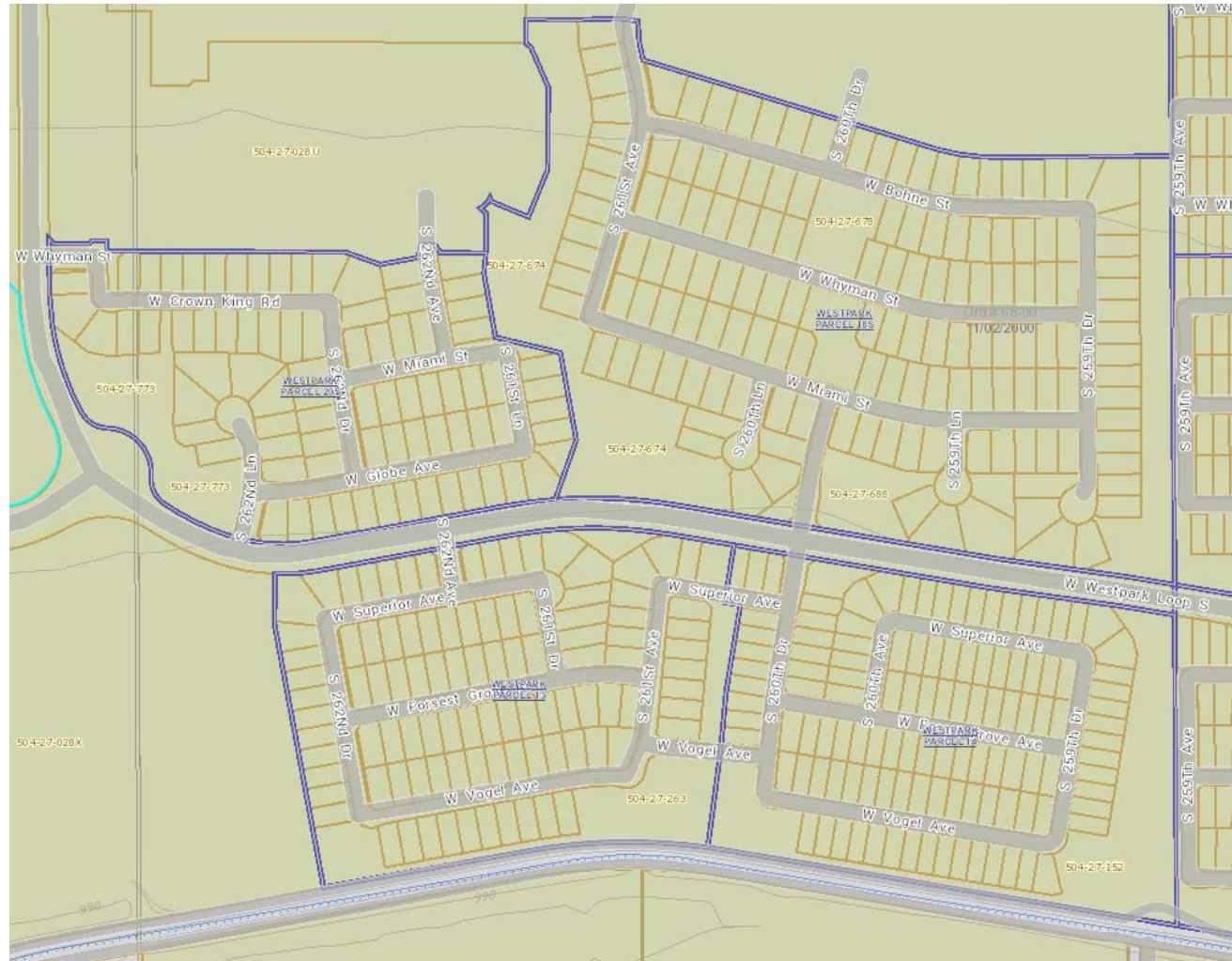


FY 2021-22

\$1,761.36

492 parcels

\$3.58/parcel/yr



Public Works

Buckeye

I-17

BUCKEYE

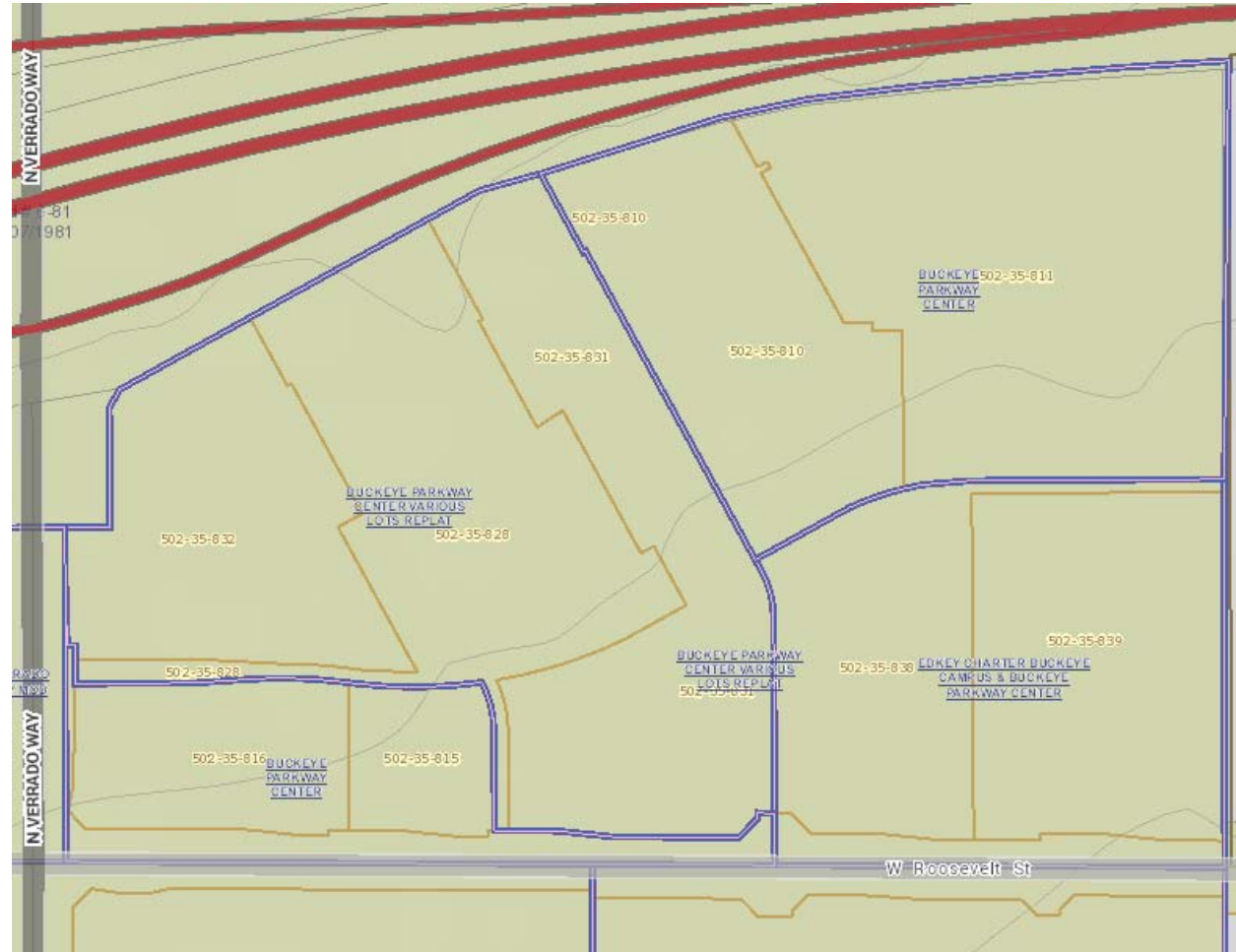
Buckeye Parkway District 6

FY 2021-22

\$7582.14

9 parcels

\$842.46/parcel/yr



RESOLUTION NO. 40-21

RESOLUTION ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2021-2022 BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022, BY THE GOVERNING BOARD OF THE FOLLOWING STREET LIGHTING IMPROVEMENT DISTRICTS: SLID NO. 1, COMPRISED OF SUN CITY FESTIVAL PARCELS A1 AND B1; 2006-SLID-001, COMPRISED OF VISTA DE MONTANA PHASES 1A, 1B, 2, AND 3; 2006-SLID-002 COMPRISED OF SUNDANCE PARCELS 48, 49A; 2006-SLID-003, COMPRISED OF BLUE HORIZONS; 2006-SLID-07, COMPRISED OF FESTIVAL FOOTHILLS PHASE 1 AND UNITS 25, 27, 29 AND 31; 2006-SLID-08, COMPRISED OF FESTIVAL FOOTHILLS PHASE 2; 2006-SLID-009, COMPRISED OF CRYSTAL VISTA; 2006-SLID-011, COMPRISED OF SUN CITY FESTIVAL PARCELS C1 THROUGH H1, V1, S1, AND Q1; 2006-SLID-15, COMPRISED OF RIATA WEST UNIT 2; 2006-SLID-016, COMPRISED OF SONORAN VISTA UNITS 1 AND 2; 2006-SLID-17, COMPRISED OF RIATA WEST UNIT 1; 2006-SLID-19, COMPRISED OF SUN CITY FESTIVAL PARCELS K1, O1, M1, R1, A2, M2, U1, 4, 5 AND 6 AND A1, PHASE 3; 2007-SLID-001, COMPRISED OF SUNDANCE PARCEL 27; 2007-SLID-002, COMPRISED OF SUNDANCE PARCEL 25; 2007-SLID-003, COMPRISED OF SUNDANCE PARCEL 26; 2007-SLID-010, COMPRISED OF WATSON ESTATES; 2007-SLID-013, COMPRISED OF SUN CITY FESTIVAL PARCELS I1 AND P1; 2007-SLID-021, COMPRISED OF SUN CITY FESTIVAL PARCEL J1; 2009-SLID-02A, COMPRISED OF WATSON MARKETPLACE; 2011-SLID-001, COMPRISED OF SUNDANCE/YUMA COMMERCIAL; 2012-SLID-02, COMPRISED OF SIENNA HILLS; 2013-SLID-001, COMPRISED OF ARROYO SECO NORTH, VILLAGE 1, AND ARROYO SECO SOUTH, VILLAGE 3; 2013-SLID-002, COMPRISED OF SUN CITY FESTIVAL PARCELS L1, L1-2, HH1-1, HH1-2, HH1-3, HH1-4, HH1-5, JJ AND N-1; 2015-SLID-001, COMPRISED OF ESTRELLA VISTA AT BUCKEYE; 2017-SLID-003, COMPRISED OF PARKPLACE AT BUCKEYE, TERRAVISTA PHASE 1, ENCANTADA ESTATES; 2018-SLID-001, COMPRISED OF CANYON VIEWS; 2019-SLID-002, COMPRISED OF WESTPARK PHASE II; AND 2020-SLID-001, COMPRISED OF BUCKEYE PARKWAY CENTER.

WHEREAS, in accordance with the provisions of Arizona Revised Statutes Section 48-616, the Governing Body of each of the Street Lighting Improvement Districts referenced above (the "*Districts*") is required to levy taxes to pay the annual expenses of the District; and

WHEREAS, it appears that with respect to each District, all notices have been duly published and mailed, as required by law; and

WHEREAS, the Governing Body of each District intends to adopt the fiscal year 2021-2022 Final Budget; and

WHEREAS, in the budgets filed with the Clerk, the Governing Body of each District has made the annual statements of the costs and expenditures of the District, including the amount of the

annual assessment to be established to pay the expenditures of the District, and has conducted a hearing on such statements; and

WHEREAS, Maricopa County, Arizona (the "*County*") is now the assessing and collecting authority for each District;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY FOR THE FOLLOWING STREET LIGHTING IMPROVEMENT DISTRICTS: SLID NO. 1, COMPRISED OF SUN CITY FESTIVAL PARCELS A1 AND B1; 2006-SLID-001, COMPRISED OF VISTA DE MONTANA PHASES 1A, 1B, 2, AND 3; 2006-SLID-002 COMPRISED OF SUNDANCE PARCELS 48, 49A; 2006-SLID-003, COMPRISED OF BLUE HORIZONS; 2006-SLID-07, COMPRISED OF FESTIVAL FOOTHILLS PHASE 1 AND UNITS 25, 27, 29 AND 31; 2006-SLID-08, COMPRISED OF FESTIVAL FOOTHILLS PHASE 2; 2006-SLID-009, COMPRISED OF CRYSTAL VISTA; 2006-SLID-011, COMPRISED OF SUN CITY FESTIVAL PARCELS C1 THROUGH H1, V1, S1, AND Q1; 2006-SLID-15, COMPRISED OF RIATA WEST UNIT 2; 2006-SLID-016, COMPRISED OF SONORAN VISTA UNITS 1 AND 2; 2006-SLID-17, COMPRISED OF RIATA WEST UNIT 1; 2006-SLID-19, COMPRISED OF SUN CITY FESTIVAL PARCELS K1, O1, M1, R1, A2, M2, U1, 4, 5 AND 6 AND A1, PHASE 3; 2007-SLID-001, COMPRISED OF SUNDANCE PARCEL 27; 2007-SLID-002, COMPRISED OF SUNDANCE PARCEL 25; 2007-SLID-003, COMPRISED OF SUNDANCE PARCEL 26; 2007-SLID-010, COMPRISED OF WATSON ESTATES; 2007-SLID-013, COMPRISED OF SUN CITY FESTIVAL PARCELS I1 AND P1; 2007-SLID-021, COMPRISED OF SUN CITY FESTIVAL PARCEL J1; 2009-SLID-02A, COMPRISED OF WATSON MARKETPLACE; 2011-SLID-001, COMPRISED OF SUNDANCE/YUMA COMMERCIAL; 2012-SLID-02, COMPRISED OF SIENNA HILLS; 2013-SLID-001, COMPRISED OF ARROYO SECO NORTH, VILLAGE 1, AND ARROYO SECO SOUTH, VILLAGE 3; 2013-SLID-002, COMPRISED OF SUN CITY FESTIVAL PARCELS L1, L1-2, HH1-1, HH1-2, HH1-3, HH1-4, HH1-5, JJ AND N-1; 2015-SLID-001, COMPRISED OF ESTRELLA VISTA AT BUCKEYE; 2017-SLID-003, COMPRISED OF PARKPLACE AT BUCKEYE, TERRAVISTA PHASE 1, ENCANTADA ESTATES; 2018-SLID-001, COMPRISED OF CANYON VIEWS; 2019-SLID-002, COMPRISED OF WESTPARK PHASE II; AND 2020-SLID-001, COMPRISED OF BUCKEYE PARKWAY CENTER as follows:

Section 1. Budget Adopted. The District Budgets attached hereto as *Exhibit A* and incorporated by reference herein, in the amount of \$27,868.50 for SLID No. 1, comprised of Sun City Festival Parcels A1 and B1; in the amount of \$35,653.88 for 2006-SLID-001, comprised of Vista De Montana Phase 1A, 1B, 2, and 3; in the amount of \$1,732.50 for 2006-SLID-002, comprised of Sundance Parcel 48, 49A; in the amount of \$24,098.16 for 2006-SLID-003, comprised of Blue Horizons; in the amount of \$26,725.41 for 2006-SLID-07, comprised of Festival Foothills Phase 1 and Units 25, 27, 29 and 31; in the amount of \$7,689.30 for 2006-SLID-08, comprised of Festival Foothills Phase 2; in the amount of \$7,411.13 for 2006-SLID-009, comprised of Crystal Vista; in the amount of \$31,825.50 for 2006-SLID-011, comprised of Sun City Festival Parcels C1 through H1, V1, S1 and Q1; in the amount of \$12,543.57 for 2006-SLID-015, comprised of Riata West Unit 2; in the amount of \$14,246.61 for 2006-SLID-016, comprised of Sonoran Vista Units 1 and 2; in the amount of \$9,382.95 for 2006-SLID-17, comprised of Riata West Unit 1; in the amount of \$32,368.43 for 2006-SLID-19, comprised of Sun City Festival Parcels K1, O1, M1, R1, A2, M2,

U1, 4, 5, 6, and A1, Phase 3; in the amount of \$3,599.64 for 2007-SLID-001, comprised of Sundance Parcel 27; in the amount of \$2,268.00 for 2007-SLID-002, comprised of Sundance Parcel 25; in the amount of \$3,571.98 for 2007-SLID-003, comprised of Sundance Parcel 26; in the amount of \$7,933.52 for 2007-SLID-010, comprised of Watson Estates; in the amount of \$5,779.90 for 2007-SLID-013, comprised of Sun City Festival Parcels I1 and P1; in the amount of \$4,153.60 for 2007-SLID-021, comprised of Sun City Festival Parcel J1; in the amount of \$3,515.33 for 2009-SLID-02A, comprised of Watson Marketplace; in the amount of \$1,357.30 for 2011-SLID-001, comprised of Sundance/Yuma Commercial; in the amount of \$22,636.82 for 2012-SLID-02, comprised of Sienna Hills; in the amount of \$6,046.50 for 2013-SLID-001, comprised of Arroyo Seco North, Village 1 and Arroyo Seco South, Village 3; in the amount of \$12,979.50 for 2013-SLID-002, comprised of Sun City Festival Parcels L1, L1-2, HH1-1, HH1-2, HH1-3, HH1-4, HH1-5, JJ and N1; in the amount of \$7,960.80 for 2015-SLID-001, comprised of Estrella Vista at Buckeye; and in the amount of \$6,706.80 for 2017-SLID-003, comprised of Parkplace at Buckeye, Terravista Phase 1 and Encantada Estates; in the amount of \$32,263.56 for 2018-SLID-001, comprised of Canyon Views; in the amount of \$1,761.36 for 2019-SLID-002, comprised of Westpark Phase II; and in the amount of \$7,582.14 for 2020-SLID-001, comprised of Buckeye Parkway Center (the "*Districts*"), are hereby adopted by each Governing Body of each District as the respective Budget of the District for the fiscal year 2021-2022.

Section 2. No Invalidation of Proceedings. No failure by County officials to properly return the delinquent list and no irregularity in the assessment or omission in the same, or irregularity of any kind in any proceedings shall invalidate such proceedings or invalidate any title conveyed by any tax deed, nor shall any failure or neglect of any officer or officers to perform any of the duties assigned to him or to them on the day or time specified work an invalidation of any proceedings or of any such deed or sale or affect the validity of the assessment and levy of taxes or of the judgment or sale by which the collection of the same may be enforced or in any manner affect the lien of the District upon such property for the delinquent annual assessments unpaid thereon, and no overcharge as to part of the assessment or of costs shall invalidate any proceedings for collecting of annual assessments or the foreclosure, and all acts of officers de facto shall be valid as if performed by officers de jure.

Section 3. Transmission of Resolution to County. The Clerk is hereby directed to transmit a certified copy of this Resolution to the Assessor and Board of Supervisors of the County.

Section 4. Conflicting Resolutions Repealed. All resolutions and parts of resolutions in conflict are hereby repealed.

[SIGNATURES ARE ON FOLLOWING PAGES]

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District SLID No. 1 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-001 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-002 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-003 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-07 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-08 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-009 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-011 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-15 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-016 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-17 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2006-SLID-19 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2007-SLID-001 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2007-SLID-002 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2007-SLID-003 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2007-SLID-010 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2007-SLID-013 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2007-SLID-021 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2009-SLID-02A on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2011-SLID-001 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2012-SLID-02, comprised of Sienna Hills, on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2013-SLID-001 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2013-SLID-002 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2015-SLID-001 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2017-SLID-003 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2018-SLID-001 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2019-SLID-002 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

PASSED AND ADOPTED by the Governing Body of the Street Lighting Improvement District 2020-SLID-001 on July 6, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

SUMMARY OF ANNUAL STATEMENTS AND ESTIMATES OF EXPENSES OF THE CITY'S STREET LIGHTING IMPROVEMENT DISTRICTS*

District Name	Parcels in District	Common Area/Exempt Parcels	Buckeye Levied Parcels in District	FY 20-21 Budget	Proposed 21- 22 Budget	FY 21-22 Levy per Parcel
SLID #1 Operations	451	1	450	\$ 27,873.09	\$ 27,868.50	\$ 61.93
2006-SLID-001	1202	111	1091	\$ 16,202.85	\$ 35,653.88	\$ 32.68
2006-SLID-002	330	0	330	\$ 1,732.50	\$ 1,732.50	\$ 5.25
2006-SLID-003	1897	1	1896	\$ 4,091.90	\$ 24,098.16	\$ 12.71
2006-SLID-07	927	0	927	\$ 18,818.10	\$ 26,725.41	\$ 28.83
2006-SLID-08	360	5	355	\$ 7,352.05	\$ 7,689.30	\$ 21.66
2006-SLID-009	311	0	311	\$ 7,426.68	\$ 7,411.13	\$ 23.83
2006-SLID-011	1050	0	1050	\$ 31,870.74	\$ 31,825.50	\$ 30.31
2006-SLID-15	495	42	453	\$ 12,570.75	\$ 12,543.57	\$ 27.69
2006-SLID-016	596	59	537	\$ 14,273.46	\$ 14,246.61	\$ 26.53
2006-SLID-17	473	38	435	\$ 9,400.35	\$ 9,382.95	\$ 21.57
2006-SLID-19	1166	2	1129	\$ 21,123.59	\$ 32,368.43	\$ 28.67
2007-SLID-001	162	0	162	\$ 3,607.74	\$ 3,599.64	\$ 22.22
2007-SLID-002	117	5	112	\$ 2,273.60	\$ 2,268.00	\$ 20.25
2007-SLID-003	118	7	111	\$ 3,578.64	\$ 3,571.98	\$ 32.18
2007-SLID-010	868	0	868	\$ 7,959.56	\$ 7,933.52	\$ 9.14
2007-SLID-013	325	3	322	\$ 5,792.78	\$ 5,779.90	\$ 17.95
2007-SLID-021	177	1	176	\$ 4,160.64	\$ 4,153.60	\$ 23.60
2009-SLID-02A	13	0	13	\$ 4,764.63	\$ 3,515.33	\$ 270.41
2011-SLID-001	5	0	5	\$ 1,360.05	\$ 1,357.30	\$ 271.46
2012-SLID-02	972	73	899	\$ 22,683.78	\$ 22,636.82	\$ 25.18
2013-SLID-001	695	0	695	\$ -	\$ 6,046.50	\$ 8.70
2013-SLID-002	509	0	509	\$ 11,228.14	\$ 12,979.50	\$ 25.50
2015-SLID-001	554	19	535	\$ 7,976.85	\$ 7,960.80	\$ 14.88
2017-SLID-003	729	0	729	\$ 11,124.54	\$ 6,706.80	\$ 9.20
2018-SLID-001	1128	12	1116	\$ -	\$ 32,263.56	\$ 28.91
2019-SLID-002	492	0	492	\$ -	\$ 1,761.36	\$ 3.58
2020-SLID-001	10	1	9	\$ -	\$ 7,582.14	\$ 842.46

*Represents the estimated cost of energy, the only expense of the Districts.

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 07/06/21	AGENDA ITEM: 3.E. Reconvene into Regular Meeting
DATE PREPARED: 07/05/21	DISTRICT NO.:
STAFF LIAISON:	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council will reconvene into the Regular Council Meeting.

SUMMARY

PROJECT DESCRIPTION:

Council will make a motion to reconvene into the Regular Council Meeting.

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

ATTACHMENTS:

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 07/06/21	AGENDA ITEM: 5.A. MINUTES
DATE PREPARED: 07/05/21	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 minutes of the May 12, 2021 Council Retreat, June 1, 2021 Council Workshop and June 1, 2021 Regular Council Meeting.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

Council to take action on approval of the minutes of the June 1, 2021 Council Workshop and June 1, 2021 Regular Council Meeting.

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

ATTACHMENTS:

[May 12 2021 Council Retreat minutes.pdf](#)

[06.01.2021 Council Workshop Minutes.pdf](#)

[06.01.2021 Regular Council Meeting Minutes.1.pdf](#)



**CITY OF BUCKEYE
COUNCIL RETREAT
MAY 12, 2021
MINUTES**

**City of Buckeye City Hall - Executive Conference Room / First Floor
530 East Monroe Avenue
Buckeye, Arizona 85326
9:00 AM**

1. Call to Order/Roll Call

The meeting was called to order at 9:06 a.m.

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

Members Absent: None.

Departments Present: Assistant City Manager James Shano, City Attorney Shiela Schmidt, City Clerk Lucinda Aja, Assistant to Mayor and Council Christine Grundy, Maria Reibs, and Annie DeChance.

2. Facilitator Welcome and Introductions / Overview of Day's Discussions

Eric Bailey facilitated the meeting and provided an overview of the day's interactive exercises and discussions.

3. Council to discuss and provide direction on all or some of the following topics and agenda items (ordered 3B, 3C, 3D.)

3A. Boards and Commissions Process

The automated application process was discussed with suggestions to streamline the process. By laws outline attendance policies and members serve at the desire of Council.

3B. Economic Development

Economic Development Director David Roderique provided Council with an update and overview of growth in the West Valley, including growth opportunity in Buckeye. The strategy and focus is on residents, resident services, restaurants, and other industry.

3C. Convene into Executive Session

A motion was made by Councilmember Heustis and seconded by Councilmember Hess to convene into executive session at 10:43 a.m. pursuant to A.R.S. 38-431.03.A.3 for discussion or consultation for legal advice with the City Attorney in connection with the following possible economic development projects In the City of Buckeye and proposed development agreements: manufacturing project located near Maricopa County Highway 85 east of Apache Road; logistics project near Watson Road north of

May 12, 2021 Council Retreat Minutes

Maricopa Highway; and manufacturing project near State Route 85 and Maricopa Highway 85. Motion passed unanimously.

3D. Council to adjourn Executive Session / Reconvene into Council Retreat

A motion was made by Councilmember Heustis and seconded by Councilmember Hess to adjourn the Executive Session and reconvene into the Council Retreat at 11:10 a.m. Motion passed unanimously.

Break 11:10 p.m. to 11:22 p.m.

3E. Council Priorities

No discussion.

4. Adjournment

A motion was made by Councilmember Hess and seconded by Councilmember Heustis to adjourn the retreat at 12:02 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 Retreat held on May 12, 2021. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk



**CITY OF BUCKEYE
COUNCIL WORKSHOP AGENDA
JUNE 1, 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 HagEstad, Councilmember Hess, Councilmember Guy, Councilmember Heustis, Vice Mayor Youngker, and Mayor Orsborn.

Members Absent: None.

Departments Present: City Manager Roger Klingler, Assistant City Manager James Shano, City Attorney Shiela Schmidt, City Clerk Lucinda Aja, Deputy City Clerk Summer Stewart, Assistant to Mayor and Council Christine Grundy, Information Technology Director Greg Platacz, Chief Financial Officer William Kauppi, Economic Development Director Dave Roderique, Community Services Director Miranda Gomez, and Construction and Contracting Manager Chris Williams.

2. Workshop Items

2.A Review and discussion of the Fiscal Year (FY) 2021-2022 budget and Capital Improvement Plan (CIP).

Staff Liaisons: William Kauppi, Chief Financial Officer
Chris Williams, Construction and Contracting Manager

Mr. Kauppi opened the presentation and provided information regarding FY 2021-2022 estimated revenues for all funds. A review of transaction privilege tax (TPT) collections was provided. Intergovernmental revenues were listed and described. Primary assessed value and tax levy information was reviewed. Licenses and permitting fees were displayed and summarized. An overview of proposed FY 2021-2022 expenditures for all funds was provided, including salaries and benefits, operating expenditures, and capital outlay. Staffing requests and recommended new staffing positions were listed and reviewed; staff is recommending 52.5 new staffing positions. Mayor Orsborn expressed the importance of using one-time revenues for one-time expenses and described the impact of the housing market to the collection of permitting fees. Councilmember Heustis requested further information regarding the proposed expenditure of CARES Act monies. Mr. Kauppi provided an overview of allowed uses of CARES Act money, which has been collected in the General Fund and can be transferred to other funds at the direction of Council. Councilmember Heustis requested clarification regarding employee benefits requirements for public safety. Mr. Kauppi provided clarification regarding employee health benefits. Mayor Orsborn requested clarification regarding staffing recommendations. Mr. Kauppi clarified an Airport Manager position is being recommended;

confirmed Airport staff hired in FY 2020-2021. Mr. Klingler provided additional information regarding recommended Airport staff. Councilmember Heustis requested clarification regarding staffing recommendations. Mr. Kauppi clarified the recommended staffing positions in the City Manager fund are for positions in divisions within the City Manager Department. Contingency monies by fund were displayed and described; general fund revenues and expenditures by category were listed and reviewed. Mayor Orsborn requested clarification regarding capital improvements and use of one-time monies. Mr. Kauppi provided clarification regarding use of one-time monies for capital projects. Councilmember Heustis requested additional information regarding staffing requests; requested clarification regarding specific projects. Mr. Klingler confirmed staffing requests may be made throughout the year depending on need and budget. Councilmember Goodman requested further clarification regarding capital outlay. Mr. Kauppi provided additional information regarding the listed capital outlay for all funds; stated the City collects impact fees but may not have the funds allocated to a project; confirmed the Blue Horizons Fire Station and North Library projects may be funded using impact fees. Vice Mayor Youngker requested clarification regarding use of revenues throughout the year. Mr. Kauppi stated revenues not specifically budgeted for may be transferred into other funds once received. Councilmember HagEstad requested further information regarding the North Library. Mr. Kauppi confirmed the North Library project may be funded by impact fees.

Mr. Williams provided information regarding the proposed FY 2021-2022 Capital Improvement Plan (CIP). Proposed projects, the estimated costs, and sources of revenue were listed and reviewed. Vice Mayor Youngker requested additional information regarding the T-hangars project at the Airport. Mr. Williams stated projects not recommended relate to a lack of funding for the specific project; provided additional information regarding the process for capitalizing a project. Mayor Orsborn requested further information regarding the Sundance Park Phase II project and the North Library project. Mr. Williams provided information related to the Sundance Park Phase II project, the contracts that have been awarded for the project, and the funding amounts and sources. Mr. Klingler provided clarification regarding the amounts budgeted for Sundance Park Phase II project, which total approximately \$17 million. Mr. Williams confirmed the budgeted amount listed relates to the design of the North Library. Mr. Kauppi stated the North Library project, with an estimated total project cost of \$7,475,000, has not been included in the proposed budget; clarified \$460,461 has been budgeted for the design phase of the North Library project; confirmed there is a ten-year limit on the use of impact fees. Councilmember HagEstad expressed the importance of a cohesive city with balanced projects and funding in all areas and districts; requested further information regarding the North Library and use of impact fees. Mr. Williams stated the City has been working with Pulte Homes regarding the land the North Library will be built on; once the City acquires the land a contract will be awarded for the design phase of the project; provided additional information regarding the eventual award of a construction contract. Mr. Klingler confirmed general fund monies may be used for the construction of libraries. Mr. Kauppi provided additional information regarding the use of impact fees and the ten-year requirement for use of impact fees. Vice Mayor Youngker provided statements regarding developer requirements; stated the importance of proper stewardship of public money. Mr. Williams confirmed the City does not yet have ownership of the property for the North Library. Councilmember Guy stated the importance of balanced projects throughout the City; stated Council should be provided with more information and be more involved with the CIP and recommended projects. Mayor Orsborn requested further information regarding the North Library project and use of impact fees. Mr. Williams stated a phased approach will be used for the construction of the North Library. Councilmember Goodman requested clarification regarding the proposed costs for the North Library. Mr. Williams stated the estimated costs include the construction of the North Library and a community center; provided additional clarification regarding estimated costs. Councilmember Heustis requested further information regarding impact fees. Mr. Williams provided additional information regarding the laws and rules governing collection and use of

impact fees. Vice Mayor Youngker requested additional information regarding the Miller and Baseline intersection project and Watson Road Improvements Projects. Mr. Williams stated the City is currently in the design phase of the Miller and Baseline intersection project; the funds requested will pay to finish the design and to purchase the right-of-way; stated the City is waiting for additional responses from the railroad. Councilmember Heustis requested additional information regarding the Watson from MC 85 to Southern Avenue Roadway Improvements project, Durango Street Construction project, and Watson Road Improvements project. Mr. Williams provided additional information regarding the Watson from MC 85 to Southern Avenue Roadway Improvements project and stated the requested FY 2021-2022 funds will be utilized for the purchase of right-of-way and other property in the vicinity; provided clarification regarding the Durango Street Construction project and Watson Road Improvements project; confirmed the City will be responsible for half-street improvements at the intersection of Watson and Durango Roads; provided further information regarding the City's responsibilities related to half-street improvements. Mayor Orsborn requested further information regarding the Verrado Way - Yuma Road to Van Buren Street project. Mr. Williams stated the Verrado Way Yuma Road to Van Buren Street project will help to alleviate traffic concerns; stated property owned by the State at the intersections prevent the City from improving certain portions of Verrado Way, Yuma Road, and Van Buren Street. Councilmember Heustis requested further information regarding the Buckeye Pool project. Mr. Williams stated the design of the Buckeye Pool is in progress and the funds requested for FY 2021-2022 will be utilized to improve and expand the parking lot for the pool. Vice Mayor Youngker requested further information regarding the Performing Arts Center (A-Wing) Stabilization and Renovation project. Mr. Williams stated the Performing Arts Center (A-Wing) Stabilization and Renovation project includes repair of the roof and abatement of lead based paint and asbestos; provided clarification regarding the project and future improvement plans for the Performing Arts Center. Mayor Orsborn requested clarification regarding funds requested for the Airport Waterline for Commercial Parcels project; requested further information regarding the Farallon Water Campus project; stated the importance of investing in projects that will positively impact economic development. Mr. Williams stated the requested funds will be utilized for the water campus, post-design services, and the second phase of the waterline; stated the first phase of the waterline project cost is approximately \$970,000; clarified the location of the airport waterline and provided information regarding the increase in costs after the initial budget estimates; confirmed there is a \$7 million developer contribution for the Farallon Water Campus project and provided additional information regarding project costs. Mr. Kauppi stated approximately \$16 million has been budgeted for the Farallon Water Campus project.

3. Adjournment.

A motion was made by Vice Mayor Youngker and seconded by Councilmember Heustis to adjourn the meeting at 5:49 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 June 1, 2021. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk



**CITY OF BUCKEYE
REGULAR COUNCIL MEETING
JUNE 1, 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 6:03 p.m.; Pastor Vern Koehlinger with Living Water Lutheran Church led the invocation; Vice Mayor Youngker led the Pledge of Allegiance.

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

Members Absent: Councilmember Hess.

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

2. Comments from the Public – None.

3. Awards/Presentations/Proclamations

3.A Mayor Orsborn recognized the retirement of Mike Phillips, Senior Building Inspector.

3.B Kaija Martin and Anakaren Almonte Montelongo presented their Buckeye Youth Council Senior Projects.

4. Minutes

4.A A motion was made by Vice Mayor Youngker and seconded by Councilmember Goodman to approve the minutes of the May 4, 2021 Council Workshop Minutes and May 4, 2021 Regular Council Meeting Minutes. Motion passed unanimously.

5. Expenditures

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

6. CONSENT AGENDA ITEMS / NEW BUSINESS

Approval of items on the Consent Agenda -All items with an (*) are considered to be routine matters and will be enacted by one motion and vote of the City Council. Vice Mayor Youngker requested Item *6.A be pulled for discussion; after discussion was held, A motion was made by Councilmember Heustis and seconded by Vice Mayor Youngker to approve Items *6.A, *6.B, and *6.C. Motion passed unanimously.

- *6.A Council to take action on the removal of Barbara Gunter as a Regular Member of the Public Safety Retirement (Police) Board and the appointment of Adam Lewis as a Regular Member of the Public Safety Retirement (Police) Board with a term expiration date of December, 2025.**

Staff Liaison: Summer Stewart, Deputy City Clerk

Vice Mayor Youngker requested this item be pulled for discussion; thanked Ms. Gunter for her service to the Board and thanked Mr. Lewis for volunteering to serve. Council approved the removal of Barbara Gunter as a Regular Member of the Public Safety Retirement (Police) Board and the appointment of Adam Lewis as a Regular Member of the Public Safety Retirement (Police) Board with a term expiration date of December, 2025.

- *6.B Council to take action on a final plat for Sun City Festival Parcel F2, generally located southeast of the intersection of Sun Valley Parkway and Desert Oasis Boulevard.**

Staff Liaison: Robert Busick, Planner I

Council approved a final plat for Sun City Festival Parcel F2, generally located southeast of the intersection of Sun Valley Parkway and Desert Oasis Boulevard.

- *6.C Council to take action on a final plat for Sun City Festival Parcel HH1-3, generally located northeast of the intersection of Beardsley Parkway and Desert Oasis Boulevard.**

Staff Liaison: Robert Busick, Planner I

Council approved a final plat for Sun City Festival Parcel HH1-3, generally located northeast of the intersection of Beardsley Parkway and Desert Oasis Boulevard.

7. Continued / Tabled Items

- 7.A Council to take action on Ordinance No. 09-21 amending the City of Buckeye Code of Ordinances, Chapter 8 - Business Regulations, Article 8-1 - Business License, by adding Section 8-1-16 - Violations; Penalties; related to business license violations providing for repeal of conflicting ordinances; providing for severability; and providing for penalties.**

Continued from the May 18, 2021 Regular Council Meeting.

Staff Liaison: Larry Hall, Police Chief; Marcia Story-Greco, Code Compliance Supervisor

Chief Sanders presented information regarding code amendment Ordinance No. 09-21. The City has approximately 1700 licensed businesses and there is a disconnect between voluntary compliance of businesses acquiring the required business license or renewing an existing license. The goal of this proposed code amendment is to encourage voluntary compliance by implementing penalties for non-compliance; proposed penalties for violations were listed and reviewed. Councilmember Heustis stated the proposed amendment will hopefully encourage voluntary compliance and provide for an increased ability to enforce compliance. Chief Sanders provided an update regarding code enforcement for specific buildings in the downtown area. Councilmember HagEstad requested further information regarding the proposed penalties and enforcement; expressed concerns with the proposed penalties and potential of jail time; stated the importance of protecting business owners and citizens and ensuring government does not have too much power. Chief Sanders provided clarification regarding the current penalties and the proposed penalties; stated the goal of the increased penalties is to encourage voluntary compliance; confirmed penalties accrue daily and non-compliance may lead to jail time; provided additional information regarding best practices related to enforcement; confirmed the current Code includes the Class 1 Misdemeanor penalty for non-compliance. Councilmember Heustis requested clarification regarding the enforcement process. Chief Sanders provided further information regarding the compliance and enforcement process; stated jail time would not be imposed without due process and the ability to appear before a Judge. A motion was made by Councilmember Heustis and seconded by Councilmember Guy to adopt Ordinance No. 09-21 amending the City of Buckeye Code of Ordinances, Chapter 8 - Business Regulations, Article 8-1 - Business License, by adding Section 8-1-16 - Violations; Penalties; related to business license violations providing for repeal of conflicting ordinances; providing for severability; and providing for penalties. Councilmember Heustis, Councilmember Guy, Councilmember Goodman, and Mayor Orsborn voted aye; Councilmember HagEstad and Vice Mayor Youngker voted nay. Motion carried.

7.B Council to take action on Ordinance No. 10-21 declaring as a public record that document on file with the City Clerk entitled the "City of Buckeye 2021 Water Conservation Code Updates" by reference; and amending the Buckeye City Code by amending Chapter 17, Water Utilities, in accordance with the "City of Buckeye Water 2021 Conservation Codes Updates"; providing for repeal of conflicting ordinances; providing for severability; and providing penalties for violations.

Continued from the May 18, 2021 Regular Council Meeting.

Staff Liaison: Alisha Solano, Water Resources Director; Ron Whitler, Water Resources Hydrologist

Mr. Whitler provided an overview of code amendment Ordinance No. 10-21, provided a history of water conservation efforts, and stated the goal of the proposed amendments is to ensure water resource sustainability, reduce outdoor water use, reduce customer and Homeowner's Association water bills, and reduce costs. If adopted, the updates would apply to new construction and it would apply Citywide. Proposed turf amendments were reviewed; turf amendments apply only to unused and new turf. Proposed amendments related to low water use plants, over-seeding in common areas and rights-of-way, water conservation plan for new large turf areas, prohibition of irrigating during measureable rainfall, requirement for commercial car wash facilities, requirement for drinking water treatment system efficiency, requirement for drinking water treatment system efficiency, and requirement for fountains and waterfall to recirculate water were

listed and summarized. Private water companies will not be responsible for enforcement. Proposed violations and penalties changes were described; enforcement practices were summarized; penalties are intended for extreme cases only. Outreach and education was reviewed; staff has reached out to every Homeowner's Association (HOA) in the City with positive feedback and, based on that feedback, an exemption related to over-seeding in major entrances or visual gateways that have turf planted prior to June 1, 2021 was added to the proposed amendments; staff reached out to the development partners and the Homebuilder's Association of Central Arizona and made revisions based on that communication; staff reached out to the private water companies in the City with positive results and support. If approved, a number changes would not be effective for six months allowing for customer, resident, and developer education and outreach. Enforcement will include education and staff will work with residents to assist and train as needed. Vice Mayor Youngker requested clarification regarding turf in common areas and use of effluent; stated the HOA's fee savings should be passed down to their customers. Mr. Whitler clarified effluent could be used for low water use landscape; stated the preferred use of reclaimed water is to recharge to help sustain the aquifer; if reclaimed water is used for turf and landscape irrigation it is exempt from the proposed changes. Councilmember HagEstad requested information regarding resident outreach; expressed the importance of customer and community outreach; stated resident outreach should take place prior to adopting the proposed amendments; expressed concerns with the proposed penalty provisions and the ability of the City to impose jail time for non-compliance; expressed the importance of protecting citizens and ensuring government does not have too much power; requested further information regarding monitoring of water usage; requested clarification regarding turf installation restrictions; requested further clarification regarding enforcement of provisions related to rainfall. Mr. Whitler stated resident outreach has not yet taken place due to the COVID-19 pandemic; stated staff has requested that the HOAs provide information regarding water conservation updates to their residents; staff will conduct community outreach events; stated water conservation needs to take place now due to the increased use of water and increased growth; stated water conservation events have been held with the community in the past to educate residents and encourage conservation; stated community outreach would likely be a two month process. Ms. Solano reviewed planned future citizen outreach efforts which is planned over the next six months; reviewed HOA outreach. Mr. Whitler stated the updates apply to new construction with a plan for moving forward. Ms. Solano stated the proposed amendments include an opportunity to reach out to the resident and educate when there are violations prior to penalties being issued; confirmed jail time would not be imposed without due process and the ability to appear before a Judge. Mr. Klingler stated the City is committed to education; stated similar conservation measures have been taken in similar cities and towns; stated the importance of water conservation. Ms. Schmidt clarified a majority of the proposed amendments will not take effect until January 2022 to allow for education and outreach; provided clarification regarding the process for violations and penalties; stated the amendments have been proposed due to the diminishing water supply. Mr. Whitler provided additional information regarding water monitoring and the importance of customers controlling water usage during rainfall; clarified existing turf will not be required to be removed unless it is unused and turf restrictions relate to future development; clarified new development plans will be reviewed by Development Services who will then determine which proposed grass areas will be approved; discussed the process for enforcement of restrictions related to irrigation during heavy rainfall; stated diminishing water supply is an issue and the City is trying to be proactive to protect this resource. Ms. Solano clarified existing turf will not be required to be removed and communities will continue to have their existing parks with grass. Councilmember Goodman thanked Mr. Whitler for reminding us

that we live in a large desert; stated the proposed amendments relate to aesthetic landscaping as opposed to functional landscaping; stated water conservation is critical to the City's growth and survival and conservation ensures we are acting as good stewards of this precious resource. Councilmember Heustis expressed the importance of elected officials making decisions that are in the best interests of the City and its citizens; stated the HOAs support the proposed water conservation efforts; stated several amendments relate to new growth and development and will not affect current residents and communities; expressed the importance of restricting water usage and making decisions based on the information presented. Councilmember Guy expressed concerns related to the critical issue of our diminishing water supply that will affect the City's ability to grow and thrive; stated water conservation is crucial; expressed concerns related to HOAs possibly removing usable park spaces. Mayor Orsborn requested further information regarding HOA outreach; stated future construction and installation of ornamental grass should be restricted; discussed how the removal of some grass areas may affect residents; presented statements regarding over-seeding restrictions in certain areas; stated further discussions should be held regarding the proposed amendments. Mr. Whitler stated staff has not had contact with the Verrado HOA but has reached out to the Epcor Water Company that services the Verrado community with positive feedback. Councilmember Heustis requested clarification regarding water shut-offs; stated alternate penalties may be identified. Ms. Solano clarified a customer's bill has to be past due sixty-one days and be more than \$150 before water shut-offs can occur. Vice Mayor Youngker requested clarification regarding water rates. Mr. Klingler stated there was a plan for higher users to pay higher rates, but the proposal was not approved by Council. Jackson Moll with the Homebuilder's Association of Central Arizona expressed appreciation to the City for involving the Association in the process; stated developers should be treated fairly and equally throughout the City. A motion was made by Vice Mayor Youngker and seconded by Councilmember HagEstad to table to a date uncertain Council action on Ordinance No. 10-21 declaring as a public record that document on file with the City Clerk entitled the "City of Buckeye 2021 Water Conservation Code Updates" by reference; and amending the Buckeye City Code by amending Chapter 17, Water Utilities, in accordance with the "City of Buckeye Water 2021 Conservation Codes Updates"; providing for repeal of conflicting ordinances; providing for severability; and providing penalties for violations. Vice Mayor Youngker, Councilmember HagEstad, Councilmember Heustis, and Mayor Orsborn voted aye; Councilmember Goodman and Councilmember Guy voted nay. Motion carried.

8. Public Hearings / Non-Consent - New Business

8.A Council will hold a public hearing and take action on the request for a new Series 9 Liquor Store Liquor License (Application No. 149433) for Chevron, located at 2075 South Miller Road in Buckeye.

Staff Liaison: Lucinda Aja, City Clerk

Mayor Orsborn opened a public hearing at 8:35 p.m. to hear citizen input regarding the request for a new Series 9 Liquor Store Liquor License for Chevron. Chevron is requesting approval for a new Series 9 Liquor Store Liquor License. Chevron currently maintains a Series 10 Beer and Wine Only Liquor License (License No. 10076067) which was previously approved by Council in 2010. The establishment is undergoing acquisition and ownership change and additionally applied for a Series 9 to include the sales of spirituous liquor. If approved by Council and the Arizona Department of Liquor License and Control, the Series 9 license will supersede the Series 10 license, and eventually the Series 10 license will be surrendered. There being no public comment, Mayor Orsborn closed the

public hearing at 8:37 p.m. A motion was made by Councilmember Heustis and seconded by Vice Mayor Youngker to approve the request for a new Series 9 Liquor Store Liquor License (Application No. 149433) for Chevron, located at 2075 South Miller Road in Buckeye. Motion passed unanimously.

8.B Council will hold a public hearing and take action on the request for a new Series 10 Beer and Wine Liquor License (Application No. 149429) for Chevron, located at 2075 South Miller Road in Buckeye.

Staff Liaison: Lucinda Aja, City Clerk

Mayor Orsborn opened a public hearing at 8:37 p.m. to hear citizen input regarding the request for a new Series 10 Beer and Wine Liquor License for Chevron. Chevron is requesting approval for a new Series 10 Liquor License. Chevron currently maintains a Series 10 Beer and Wine Liquor License (License No. 10076067) which was previously approved by Council in 2010. The establishment is undergoing acquisition and ownership change and the new Series 10 application and documentation reflects the new owner. The new owner additionally applied for a Series 9 Liquor Store Liquor License which was also presented to Council for approval this date, to include the sales of spirituous liquor. If approved by Council and the Arizona Department of Liquor License and Control, the Series 9 license will supersede the Series 10 license, and eventually the Series 10 license will be surrendered. The application was legally posted on May 6, 2021. There being no public comment, Mayor Orsborn closed the public hearing at 8:38 p.m. A motion was made by Councilmember Heustis and seconded by Vice Mayor Youngker to approve the request for a new Series 10 Beer and Wine Liquor License (Application No. 149429) for Chevron, located at 2075 South Miller Road in Buckeye. Motion passed unanimously.

8.C Council to take action on the I-10 Mitigation Program; approve the purchase of six Variable Message Signs (VMS) for the Public Works Department; and authorize the expenditure of Fiscal Year 2020-2021 Non-Departmental funds for the I-10 Mitigation Program.

Staff Liaison: Dave Roderique, Economic Development Director; Annie DeChance, Marketing Manager; Scott Lowe, Public Works Director

Mr. Roderique presented information regarding the proposed I-10 Mitigation Program. ADOT will be starting a major improvement program on I-10 between Verrado Way and SR85 in a few months, including freeway widening and complete reconstruction of Watson and Miller interchanges and staff is expecting impacts; information to the public will be critical. Staff is recommending the purchase of six Variable Message Signs (VMS) to provide information; local signage concepts were displayed; the total costs for local signage is estimated to be \$65,000. Temporary regulatory relief options were listed and reviewed and the proposed business kit to assist local businesses was summarized. Ms. DeChance provided information regarding communication, outreach, and the Shop Buckeye campaign; consistent information will be critical; Shop Buckeye imaging and marketing material examples were displayed and reviewed. Direct business outreach and resident outreach was described. The Shop Buckeye campaign was reviewed and will support businesses during construction by encouraging residents to shop local; expected costs of the campaign were reviewed. Mr. Roderique provided information regarding program costs with total approximately \$275,000 over the next two fiscal years; staff has identified department savings that will cover the estimated costs of the program. Councilmember Guy expressed appreciation to staff for putting this program together and being proactive. Councilmember Heustis requested clarification regarding use of

Channel 11 to provide information. Ms. DeChance stated Channel 11 will be used to provide information to residents and businesses. Vice Mayor Youngker requested clarification regarding temporary traffic signals. Mr. Roderique stated the program does not include temporary traffic signals at this time because a schedule of closures and traffic plan has not been provided by ADOT or the contractor, but staff is expecting the schedule soon. Mr. Lowe stated temporary traffic signals may be rented and the City will have to react to the contractor once plans and schedules are received; stated he is expecting the City will have time to rent or purchase traffic signals if needed. A motion was made by Vice Mayor Youngker and seconded by Councilmember Goodman to approve the I-10 Mitigation Program; approve the purchase of six Variable Message Signs (VMS) for the Public Works Department; and authorize the expenditure of Fiscal Year 2020-2021 Non-Departmental funds for the I-10 Mitigation Program. Motion passed unanimously.

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

Mr. Klingler presented a brief summary of current events.

10. Comments from the Mayor and Council

Vice Mayor Youngker: provided a Buckeye Main Street Coalition update.

Councilmember HagEstad: thanked staff and Council for positive discussion and keeping the best interests of the City and residents in mind.

Councilmember Goodman: provided a transportation update.

Councilmember Heustis: provided information regarding the recent Memorial Day event held; thanked staff.

Councilmember Hess: absent.

Councilmember Guy: provided information regarding the recent Memorial Day event held; thanked Mr. Lowe for his service during the event.

Mayor Orsborn: presented statements regarding the moving and appropriate Memorial Day event; provided a transportation funding update; congratulated Marketing and Communications staff on awards they recently received.

11. 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 9:03 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 June 1, 2021. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 07/06/21	AGENDA ITEM: 6.A. City Expenditures
DATE PREPARED: 07/05/21	DISTRICT NO.: All
STAFF LIAISON:	
DEPARTMENT: Financial Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

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

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

SUMMARY

PROJECT DESCRIPTION:

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

BUDGETED:

Yes

FISCAL YEAR:

FY2020-2021

FUND/DEPARTMENT:

Various

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

ATTACHMENTS:

[7.6.21 Expenditures](#)

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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CHECK NO	CHK DATE	TYPE	VENDOR NAME	CASH	TR	Bank	CHECKING	INVOICE	INV DATE	PO	CHECK	NET		
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135807	05/26/2021	PRTD	5566 ACRO SERVICE CORPORATION					1311457	05/09/2021	22100150	052621ap	718.80		
Invoice: 1311457								718.80	30522121	510001	Open PO - Hearing Officer - Ja Salaries and Wages			
Invoice: 1304896								1304896	05/02/2021	22100150	052621ap	718.80		
								718.80	30522121	510001	Open PO - Hearing Officer - Ja Salaries and Wages			
											CHECK	135807 TOTAL:	1,437.60	
135808	05/26/2021	PRTD	1095 ANTHONY'S BACKFLOW INC					089-21	05/13/2021	22100125	052621ap	307.11		
Invoice: 089-21								307.11	10003172	520037	FY 20/21 - CITYWIDE ANNUAL BAC Professional Services General			
											CHECK	135808 TOTAL:	307.11	
135809	05/26/2021	PRTD	1100 AQUA-AEROBIC SYSTEMS INC					1028622	05/19/2021	22100351	052621ap	8,208.02		
Invoice: 1028622								8,208.02	40013222	520543	AQUA-AEROBIC P.O. FOR SUNDANCE WW R&M			
											CHECK	135809 TOTAL:	8,208.02	
135810	05/26/2021	PRTD	1103 AQUATIC ENVIRONMENTAL SYSTEMS					IN49728	05/17/2021	22100663	052621ap	350.98		
Invoice: IN49728								350.98	10003172	521540	CITY POOL CHEMICALS Chemicals			
											CHECK	135810 TOTAL:	350.98	
135811	05/26/2021	PRTD	1104 ARAMARK UNIFORM & CAREER APPAREL					473000241104	05/13/2021	22100378	052621ap	630.41		
Invoice: 473000241104								381.83	40003210	521922	CLOTHING: ATHLETIC, CASUAL, DR Uniforms			
								248.58	40013220	521922	Uniforms			
Invoice: 473000244445								449.12	40003210	521922	05/20/2021	22100378	052621ap	696.00
								246.88	40013220	521922	CLOTHING: ATHLETIC, CASUAL, DR Uniforms			
											CHECK	135811 TOTAL:	1,326.41	
135812	05/26/2021	PRTD	1108 ARIZONA BOUNCE AROUND					7659331	05/05/2021	22101213	052621ap	2,166.57		
Invoice: 7659331								2,166.57	30584160	521502	Rental items for Memorial Day Event Program Supplies/Equipment			
											CHECK	135812 TOTAL:	2,166.57	

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135813	05/26/2021	PRTD	5019	ARIZONA GENERATOR TECHNOLOGY, INC	20585-1	05/13/2021	22100364	052621ap	3,132.27
	Invoice: 20585-1				3,132.27 10003171 520515			Generators, Stationary Type Generator R & M	
	Invoice: 20387-1			ARIZONA GENERATOR TECHNOLOGY, INC	20387-1	05/14/2021	22100364	052621ap	202.00
					202.00 10003171 520515			Generators, Stationary Type Generator R & M	
	Invoice: 20613-1			ARIZONA GENERATOR TECHNOLOGY, INC	20613-1	05/19/2021	22100364	052621ap	486.00
					486.00 10003171 520515			Generators, Stationary Type Generator R & M	
	Invoice: 20614-1			ARIZONA GENERATOR TECHNOLOGY, INC	20614-1	05/19/2021	22100364	052621ap	137.00
					137.00 10003171 520515			Generators, Stationary Type Generator R & M	
	Invoice: 20615-1			ARIZONA GENERATOR TECHNOLOGY, INC	20615-1	05/20/2021	22100364	052621ap	541.00
					541.00 10003171 520515			Generators, Stationary Type Generator R & M	
	Invoice: 20677-1			ARIZONA GENERATOR TECHNOLOGY, INC	20677-1	05/19/2021	22100364	052621ap	314.00
					314.00 10003171 520515			Generators, Stationary Type Generator R & M	
	Invoice: 20683-1			ARIZONA GENERATOR TECHNOLOGY, INC	20683-1	05/19/2021	22100364	052621ap	314.00
					314.00 10003171 520515			Generators, Stationary Type Generator R & M	
	Invoice: 20686-1			ARIZONA GENERATOR TECHNOLOGY, INC	20686-1	05/19/2021	22100144	052621ap	385.00
					385.00 40103200 520515			ELECTRICAL EQUIPMENT AND SUPPL Generator R & M	
	Invoice: 21193-1			ARIZONA GENERATOR TECHNOLOGY, INC	21193-1	05/20/2021	22100364	052621ap	506.00
					506.00 10003171 520515			Generators, Stationary Type Generator R & M	
						CHECK	135813	TOTAL:	6,017.27
135814	05/26/2021	PRTD	1960	ARIZONA MACHINERY, LLC	P49869	05/12/2021	22100366	052621ap	71.36
	Invoice: P49869				71.36 40003210 521508			AUTOMOTIVE AND TRAILER EQUIPME Automotive Expenses	
						CHECK	135814	TOTAL:	71.36
135815	05/26/2021	PRTD	6750	ARIZONA PUMP RESOURCES LLC	IN21-076	05/14/2021	22101277	052621ap	960.00
	Invoice: IN21-076				960.00 40013221 520540			CRANE SERVICE FROM AZ PUMP RESOURCES Wastewater Plant R & M	

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135816	05/26/2021	PRTD	6679 ARRINGTON WATKINS ARCHITECTS, LLC 2020376	2020376	05/25/2021	22100930	052621ap	31,038.80
		Invoice:	2020376	31,038.80 50212121 543143	TO #1 DESIGN POLICE TRAINING FACILITY		Police Training Center	
				CHECK	135816	TOTAL:		31,038.80
135817	05/26/2021	PRTD	1142 ASCENT AVIATION GROUP INC 751914	751914	05/18/2021	22100156	052621ap	28,118.88
		Invoice:	751914	28,118.88 40103200 520027	FY 20/21 - AIRPORT FUEL		Airport Fuel Services	
				CHECK	135817	TOTAL:		28,118.88
135818	05/26/2021	PRTD	6665 ASPIN/MOHAVE 21B06936	21B06936	05/12/2021	22100051	052621ap	2,169.91
		Invoice:	21B06936	2,169.91 35754150 521502	OPEN PO- Food & supplies for s		Program Supplies/Equipment	
		Invoice:	21B07355	1,852.85 35754150 521502	OPEN PO- Food & supplies for s		Program Supplies/Equipment	1,852.85
		Invoice:	21B07725	1,712.56 35754150 521502	OPEN PO- Food & supplies for s		Program Supplies/Equipment	1,712.56
				CHECK	135818	TOTAL:		5,735.32
135819	05/26/2021	PRTD	1043 ASSI SECURITY OF ARIZONA 52174	52174	05/20/2021	22101217	052621ap	10,479.49
		Invoice:	52174	10,479.49 40011113 543138	BUCKEYE WWTP ACCESS CONTROL UPGRADES		Access Control Wastewater Plnt	
		Invoice:	52175	4,319.38 40011113 543138	BUCKEYE WWTP ACCESS CONTROL UPGRADES		Access Control Wastewater Plnt	4,319.38
		Invoice:	52176	8,770.33 40011113 543138	BUCKEYE WWTP ACCESS CONTROL UPGRADES		Access Control Wastewater Plnt	8,770.33
		Invoice:	52177	8,510.19 40011113 543138	BUCKEYE WWTP ACCESS CONTROL UPGRADES		Access Control Wastewater Plnt	8,510.19
		Invoice:	52178	1,306.01 40001113 543139	ADD 64 MORE READERS ON THE PRO SYSTEM		Access Control Wtr Prod Well	2,611.14
				1,305.13 40011113 543138	Access Control Wastewater Plnt			

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Invoice: 52180	ASSI SECURITY OF ARIZONA	52180	05/20/2021 22101163 052621ap	4,044.42
	4,044.42 10004151 521521		ACCESS CONTROL FOR MUSEUM AND DOWNTOWN LIBRARY IT Equipment <\$5000	
Invoice: 52182	ASSI SECURITY OF ARIZONA	52182	05/20/2021 22101159 052621ap	2,869.88
	2,869.88 10001189 520018		CHARMAN BLDG INSTALLS AND MOVES OF BADGE READERS General Contractual Services	
Invoice: 52181	ASSI SECURITY OF ARIZONA	52181	05/20/2021 22101163 052621ap	2,869.88
	2,869.88 10004151 521521		ACCESS CONTROL FOR MUSEUM AND DOWNTOWN LIBRARY IT Equipment <\$5000	
		CHECK	135819 TOTAL:	44,474.71
135820 05/26/2021 PRD	1158 AZ DEPT OF ENVIRONMENTAL QUALITY	0000343223X	04/30/2021 052621ap	2,500.00
Invoice: 0000343223X			Sundance WWRD Annual Permit Permit Fees	
	2,500.00 40013220 520045			
		CHECK	135820 TOTAL:	2,500.00
135821 05/26/2021 PRD	1165 ARIZONA GLOVE & SAFETY	7543997	05/19/2021 22100060 052621ap	26.35
Invoice: 7543997			SAFETY EQUIPMENT Safety Equipment	
	26.35 40003212 522152			
		CHECK	135821 TOTAL:	26.35
135822 05/26/2021 PRD	1177 ARIZONA PUBLIC SERVICE CO	AR360001251	05/04/2021 22101126 052621ap	20,571.42
Invoice: AR360001251			1/3 Participation of APS Brine Management Study Professional Services General	
	20,571.42 40003210 520037			
		CHECK	135822 TOTAL:	20,571.42
135823 05/26/2021 PRD	6548 BADGER METER INC	1434487	05/13/2021 22101287 052621ap	37,162.00
Invoice: 1434487			PURCHASE METERS FOR SUNDANCE CHANGE OUTS Water Meters R & M	
	37,162.00 40003351 520575			
		CHECK	135823 TOTAL:	37,162.00
135824 05/26/2021 PRD	1195 BALAR EQUIPMENT	521042	05/20/2021 22100077 052621ap	34.40
Invoice: 521042			Open PO for FY19-20 Sweepers,S Sweeper Parts	
	34.40 38103202 521726			
		CHECK	135824 TOTAL:	34.40

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INVOICE	INV DATE	PO	CHECK	NET
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135825 05/26/2021 PRD Invoice: 921934230	1221 BORDER STATES INDUSTRIES, INC	921934230	04/21/2021 22100952 052621ap AB PROCESSOR FOR TERTIARY TREATMENT FILTER #1 Other Equipment >\$5,000	8,947.53
	8,947.53 40013221 541070			
	CHECK	135825	TOTAL:	8,947.53
135826 05/26/2021 PRD Invoice: INV35419	1259 ACCREDITATION FOR LAW ENFORCEMENT INV35419	INV35419	05/01/2021 22100656 052621ap CALEA Accreditation Fees - ANN Dues and Memberships	3,285.00
	3,285.00 10002121 526120			
	CHECK	135826	TOTAL:	3,285.00
135827 05/26/2021 PRD Invoice: 80833219	3107 CALMAT CO	80833219	05/14/2021 22100350 052621ap FY 20/21 - ASPHALT/ PATCHING M Street Overlay R & M	221.90
	221.90 38103202 520502			
Invoice: 80833218	CALMAT CO	80833218	05/14/2021 22100350 052621ap FY 20/21 - ASPHALT/ PATCHING M Street Overlay R & M	353.27
	353.27 38103202 520502			
	CHECK	135827	TOTAL:	575.17
135828 05/26/2021 PRD Invoice: D099142	5029 CDW GOVERNMENT LLC	D099142	05/12/2021 22101238 052621ap SURFACE PROS FOR LIFECYCLE Equipment <\$5,000	363.86
	363.86 10001192 521523			
	CHECK	135828	TOTAL:	363.86
135829 05/26/2021 PRD Invoice: 4084873207	3021 CINTAS CORPORATION NO 3	4084873207	05/20/2021 22100277 052621ap FY 20/21 - UNIFORM RENTAL Uniforms	111.15
	111.15 38103202 521922			
Invoice: 4084873162	CINTAS CORPORATION NO 3	4084873162	05/20/2021 22100297 052621ap FY 20/21 - FLEET UNIFORMS Uniforms	71.64
	71.64 10003171 521922			
Invoice: 4084872949	CINTAS CORPORATION NO 3	4084872949	05/20/2021 22100103 052621ap FY 20/21 - UNIFORMS OPEN PO Uniforms	9.72
	9.72 40053205 521922			
Invoice: 4084258777	CINTAS CORPORATION NO 3	4084258777	05/13/2021 22100297 052621ap FY 20/21 - FLEET UNIFORMS Uniforms	73.36
	73.36 10003171 521922			
Invoice: 4084258755	CINTAS CORPORATION NO 3	4084258755	05/13/2021 22100277 052621ap FY 20/21 - UNIFORM RENTAL Uniforms	117.09
	117.09 38103202 521922			

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INVOICE	INV DATE	PO	CHECK	NET
INVOICE DTL DESC				
Invoice: 4084258697	CINTAS CORPORATION NO 3	4084258697	05/13/2021 22100103 052621ap	13.06
	13.06 40053205 521922		FY 20/21 - UNIFORMS OPEN PO Uniforms	
		CHECK	135829 TOTAL:	396.02
135830 05/26/2021 PRD Invoice: 64121	1320 COMMERCIAL REFRIGERATION SERVICE, 64121		05/07/2021 22100130 052621ap	204.59
	204.59 10003172 520525		FY 20/21 - CITYWIDE ICE MACHIN Hardware Maintenance	
		CHECK	135830 TOTAL:	204.59
135831 05/26/2021 PRD Invoice: 24156	1332 COVERT TRACK GROUP INC	24156	05/13/2021 22101137 052621ap	777.96
	777.96 10002121 520030		Covert Track Software Maintenance Software Maintenance	
		CHECK	135831 TOTAL:	777.96
135832 05/26/2021 PRD Invoice: 54-70379	1343 CUMMINS ROCKY MOUNTAIN, LLC	54-70379	05/18/2021 22100769 052621ap	28,583.18
	14,291.59 40003214 520515		EQUIPMENT MAINTENANCE AND REPA Generator R & M	
	14,291.59 40003215 520515		Generator R & M	
Invoice: 54-70615	CUMMINS ROCKY MOUNTAIN, LLC	54-70615	05/19/2021 22100290 052621ap	3,010.46
	3,010.46 40003213 520515		EQUIPMENT MAINTENANCE AND REPA Generator R & M	
Invoice: 54-66343	CUMMINS ROCKY MOUNTAIN, LLC	54-66343	05/19/2021 22100769 052621ap	1,108.83
	1,108.83 40003218 520515		EQUIPMENT MAINTENANCE AND REPA Generator R & M	
		CHECK	135832 TOTAL:	32,702.47
135833 05/26/2021 PRD Invoice: 10488500270	5295 DELL MARKETING L.P.	10488500270	05/18/2021 22101036 052621ap	2,092.96
	1,046.48 10005180 521521		LAPTOPS AND DOCKING STATIONS	
	1,046.48 10005185 521521		IT Equipment <\$5000	
			IT Equipment <\$5000	
Invoice: 10489410050	DELL MARKETING L.P.	10489410050	05/21/2021 22101187 052621ap	2,184.07
	39.73 10001192 521523		LAPTOPS FOR JESSICA AND CHRISTA	
	2,144.34 10004160 521521		Equipment <\$5,000	
			IT Equipment <\$5000	
		CHECK	135833 TOTAL:	4,277.03

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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			
135834	05/26/2021	PRTD	1388	E-Z TOWING & RECOVERY LLC	257388			
				Invoice: 257388				
				391.50	10002121 520033	01/21/2021	22100079 052621ap	391.50
						Open PO - Towing - PD		
						Vehicle Towing		
				Invoice: 258937				
				E-Z TOWING & RECOVERY LLC	258937			
				350.00	10002121 520033	03/04/2021	22100079 052621ap	350.00
						Open PO - Towing - PD		
						Vehicle Towing		
				Invoice: 258938				
				E-Z TOWING & RECOVERY LLC	258938			
				175.00	10002121 520033	03/04/2021	22100079 052621ap	175.00
						Open PO - Towing - PD		
						Vehicle Towing		
				Invoice: 259648				
				E-Z TOWING & RECOVERY LLC	259648			
				306.00	10002121 520033	04/09/2021	22100079 052621ap	306.00
						Open PO - Towing - PD		
						Vehicle Towing		
				Invoice: 260635				
				E-Z TOWING & RECOVERY LLC	260635			
				95.00	10002121 520033	04/25/2021	22100079 052621ap	95.00
						Open PO - Towing - PD		
						Vehicle Towing		
				Invoice: 260540				
				E-Z TOWING & RECOVERY LLC	260540			
				79.00	10002121 520033	05/02/2021	22100079 052621ap	79.00
						Open PO - Towing - PD		
						Vehicle Towing		
				CHECK 135834 TOTAL:				1,396.50
135835	05/26/2021	PRTD	1426	FACTORY MOTOR PARTS CO	86-429523			
				Invoice: 86-429523				
				420.00	10003171 522155	03/22/2021	22100067 052621ap	420.00
						AUTOMOTIVE AND TRAILER EQUIPME		
						Operational Supplies		
				Invoice: 7-X22725				
				FACTORY MOTOR PARTS CO	7-X22725			
				140.00	10003171 522155	04/13/2021	22100067 052621ap	265.00
				125.00	40003210 521508	AUTOMOTIVE AND TRAILER EQUIPME		
						Operational Supplies		
						Automotive Expenses		
				Invoice: 10-1437184				
				FACTORY MOTOR PARTS CO	10-1437184			
				14.97	10003171 522155	04/21/2021	22100067 052621ap	14.97
						AUTOMOTIVE AND TRAILER EQUIPME		
						Operational Supplies		
				Invoice: 10-1436021				
				FACTORY MOTOR PARTS CO	10-1436021			
				59.96	38103202 521508	04/07/2021	22100067 052621ap	59.96
						AUTOMOTIVE AND TRAILER EQUIPME		
						Automotive Expenses		
				Invoice: 7-3243317				
				FACTORY MOTOR PARTS CO	7-3243317			
				29.96	40013220 521508	04/07/2021	22100067 052621ap	29.96
						AUTOMOTIVE AND TRAILER EQUIPME		
						Automotive Expenses		
				CHECK 135835 TOTAL:				789.89

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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				
135836 05/26/2021 PRD 1402 EMPIRE SOUTHWEST, LLC EMPS5267875	05/13/2021 22100145	052621ap		219.81
Invoice: EMPS5267875				
219.81 38103202 521508	ROAD AND HIGHWAY EQUIPMENT			
	Automotive Expenses			
Invoice: EMPS5269119	05/14/2021 22100145	052621ap		1.44
	ROAD AND HIGHWAY EQUIPMENT			
1.44 38103202 521508	Automotive Expenses			
Invoice: EMPS5269118	05/14/2021 22100145	052621ap		339.30
	ROAD AND HIGHWAY EQUIPMENT			
339.30 38103202 521508	Automotive Expenses			
Invoice: EMPS5267874	05/13/2021 22100145	052621ap		281.05
	ROAD AND HIGHWAY EQUIPMENT			
281.05 38103202 521508	Automotive Expenses			
Invoice: EMPS5263707	05/10/2021 22100145	052621ap		288.68
	ROAD AND HIGHWAY EQUIPMENT			
288.68 38103202 521508	Automotive Expenses			
Invoice: EMPC0718309	05/13/2021 22100145	052621ap		-17.57
	ROAD AND HIGHWAY EQUIPMENT			
-17.57 38103202 521508	Automotive Expenses			
	CHECK	135836 TOTAL:		1,112.71
135837 05/26/2021 PRD 5945 ERIC BAILEY 22426	05/13/2021 22101288	052621ap		2,850.00
Invoice: 22426				
2,850.00 10001100 522503	City Council Retreat Facilitation			
	Council Retreat			
	CHECK	135837 TOTAL:		2,850.00
135838 05/26/2021 PRD 1414 EWING IRRIGATION PRODUCTS INC 14308098	05/25/2021 22100082	052621ap		79.25
Invoice: 14308098				
79.25 10004155 520586	OPEN PO - Parks irrigation			
	Irrigation Systems Parts/Mater			
	CHECK	135838 TOTAL:		79.25
135839 05/26/2021 PRD 1432 FERGUSON WATERWORKS #3083 0426511	05/11/2021 22101248	052621ap		33,603.01
Invoice: 0426511				
33,603.01 40003351 520575	CONTRACTOR SERVICES			
	Water Meters R & M			
Invoice: 0427093	05/19/2021 22100153	052621ap		686.23
	PARTS AND MATERIAL FOR PREVENT			
686.23 40003231 521512	Parts/Materials			

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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		135839	TOTAL:	34,289.24
135840	05/26/2021	PRTD	1486 GRAYBAR	9321502942	05/17/2021	22101234	052621ap	10,956.65
Invoice: 9321502942				10,956.65	10004151	521521	SECURITY CAMERAS FOR MUSEUM IT Equipment <\$5000	
Invoice: 9321535814				1,181.57	10001192	521523	05/18/2021 22101283 052621ap CABLING FOR CHARMAN BUILDING Equipment <\$5,000	1,181.57
Invoice: 9321524156				4,681.53	50211000	543082	05/18/2021 22101150 052621ap CHARMAN PHASE 1 CABLING Charman Bldg Space Plan	4,681.53
Invoice: 9321548123				4,681.53	10001192	521523	05/19/2021 22101283 052621ap CABLING FOR CHARMAN BUILDING Equipment <\$5,000	4,681.53
Invoice: 9321569330				8,188.66	40001113	543139	05/20/2021 22101261 052621ap SECURITY CAMERAS FOR WATER Access Control Wtr Prod Well	8,188.66
Invoice: 9321569329				19,862.94	40011113	543138	05/20/2021 22101250 052621ap SECURITY CAMERAS FOR WWTP's Access Control Wastewater Plnt	19,862.94
Invoice: 9321628988				2,913.63	50211000	543082	05/24/2021 22101307 052621ap SUPPLIES FOR CHARMAN BUILDING Charman Bldg Space Plan	2,913.63
Invoice: 9321569328				19,862.94	40001113	543139	05/20/2021 22101249 052621ap SECURITY CAMERAS FOR WATER TREATMENT PLANTS Access Control Wtr Prod Well	19,862.94
				CHECK		135840	TOTAL:	72,329.45
135841	05/26/2021	PRTD	1497 HAMILTON'S TOWING	105044	05/16/2021	22100116	052621ap	35.00
Invoice: 105044				35.00	10003171	520033	VEHICLE TOWING-ON CALL SERVICE Vehicle Towing	
Invoice: 105043				65.00	10003171	520033	05/16/2021 22100116 052621ap VEHICLE TOWING-ON CALL SERVICE Vehicle Towing	65.00
				CHECK		135841	TOTAL:	100.00
135842	05/26/2021	PRTD	1501 HARRINGTON INDUSTRIAL PLASTIC LLC	015Q9631	05/19/2021	22100059	052621ap	323.80
Invoice: 015Q9631				323.80	40003218	520585	PLASTIC FITTINGS, VALVES AND P Treatment Plant O&M	

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	CASH IN BANK	CHECKING	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL DESC				
							CHECK	135842	TOTAL:	323.80
135843	05/26/2021	PRTD	1491 USA BLUE BOOK			600813	05/12/2021	22100631	052621ap	937.75
Invoice: 600813					937.75	40013223 521503	LABORATORY EQUIPMENT, ACCESSOR Lab Supplies			
Invoice: 606425			USA BLUE BOOK			606425	05/18/2021	22100631	052621ap	1,285.59
					685.59	40013223 521503	LABORATORY EQUIPMENT, ACCESSOR Lab Supplies			
					600.00	40013224 521503	Lab Supplies			
Invoice: 606525			USA BLUE BOOK			606525	05/18/2021	22100301	052621ap	80.61
					80.61	40013221 521503	LAB SUPPLIES CENTRAL/SUNDANCE Lab Supplies			
Invoice: 604934			USA BLUE BOOK			604934	05/17/2021	22100631	052621ap	2,739.15
					2,739.15	40013223 521503	LABORATORY EQUIPMENT, ACCESSOR Lab Supplies			
Invoice: 605977			USA BLUE BOOK			605977	05/18/2021	22100631	052621ap	1,950.39
					1,950.39	40013224 521503	LABORATORY EQUIPMENT, ACCESSOR Lab Supplies			
							CHECK	135843	TOTAL:	6,993.49
135844	05/26/2021	PRTD	6798 HI-LINE ELECTRIC COMPANY, INC			10860635	05/14/2021	22100890	052621ap	24.26
Invoice: 10860635					24.26	10003171 522155	FASTENERS: BOLTS, NUTS, PINS, RIVETS, SCREWS, ETC. Operational Supplies			
Invoice: 10855983			HI-LINE ELECTRIC COMPANY, INC			10855983	05/14/2021	22100890	052621ap	229.61
					229.61	10003171 522155	FASTENERS: BOLTS, NUTS, PINS, RIVETS, SCREWS, ETC. Operational Supplies			
							CHECK	135844	TOTAL:	253.87
135845	05/26/2021	PRTD	1513 HILL BROTHERS CHEMICAL COMPANY			07093685	05/12/2021	22100043	052621ap	358.38
Invoice: 07093685					358.38	40003216 521540	CHEMICALS TO TREAT AND DISINFE Chemicals			
Invoice: 07093588			HILL BROTHERS CHEMICAL COMPANY			07093588	05/19/2021	22100066	052621ap	2,030.82
					2,030.82	40013221 521540	WASTEWATER TREATING CHEMICALS Chemicals			
Invoice: 07093683			HILL BROTHERS CHEMICAL COMPANY			07093683	05/12/2021	22100043	052621ap	119.46
					119.46	40003214 521540	CHEMICALS TO TREAT AND DISINFE Chemicals			
			HILL BROTHERS CHEMICAL COMPANY			07093682	05/12/2021	22100043	052621ap	250.87

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				INVOICE	INV DATE	PO	CHECK	NET
Invoice: 07093682				250.87 40003215 521540	INVOICE DTL DESC			
					CHEMICALS TO TREAT AND DISINFE			
					Chemicals			
					CHECK	135845	TOTAL:	2,759.53
135846	05/26/2021	PRTD	1571 JAMES, COOKE & HOBSON, INC	366595	05/17/2021	22101024	052621ap	12,206.16
Invoice: 366595				12,206.16 40013223 520543	REPAIR FLYGHT MIXER FOR TARTESSO WWTP			
					WW R&M			
Invoice: 366468				JAMES, COOKE & HOBSON, INC 366468	05/17/2021	22101222	052621ap	2,895.49
				2,895.49 40013223 520543	REPAIR FLYGT 10 HP DISK FILTER INFLUENT PUMP			
					WW R&M			
Invoice: 366597				JAMES, COOKE & HOBSON, INC 366597	05/17/2021	22101259	052621ap	2,006.83
				2,006.83 40013224 520543	REPAIR FLYGT PUMPS FOR FESTIVAL 3HP WAS PUMPS			
					WW R&M			
Invoice: 365947				JAMES, COOKE & HOBSON, INC 365947	05/14/2021	22100997	052621ap	6,864.61
				1,716.15 40013221 520540	TOOL FOR KAESER BLOWERS (ALL WASTEWATER PLANTS)			
				1,716.15 40013222 520543	Wastewater Plant R & M			
				1,716.15 40013223 520543	WW R&M			
				1,716.16 40013224 520543	WW R&M			
					CHECK	135846	TOTAL:	23,973.09
135847	05/26/2021	PRTD	1662 JENI MCCUTCHEON, PSY.D., P.L.L.C.	1851	04/30/2021	22100147	052621ap	2,400.00
Invoice: 1851				2,400.00 10002121 520029	Open PO - Pre-Employment Psych			
					Pre-Employment Testing			
					CHECK	135847	TOTAL:	2,400.00
135848	05/26/2021	PRTD	1601 LANGUAGE LINE SERVICES, INC.	10236299	04/30/2021	22100023	052621ap	44.10
Invoice: 10236299				44.10 10002121 520052	Open PO - Translation Assistan			
					Specialized/Comp Rel Services			
					CHECK	135848	TOTAL:	44.10
135849	05/26/2021	PRTD	1605 LAYER 8, LLC	1611	05/16/2021	22101253	052621ap	10,000.00
Invoice: 1611				10,000.00 10001189 520018	Task Order #46 - IT Operational Support			
					General Contractual Services			
Invoice: 1612				LAYER 8, LLC 1612	05/09/2021	22101211	052621ap	2,100.00
				2,100.00 10001189 520018	Task Order #47 - Field Operation Support			
					General Contractual Services			

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INVOICE	INV DATE	PO	CHECK	NET
INVOICE DTL DESC				
	CHECK	135849	TOTAL:	12,100.00
135850 05/26/2021 PRD 6392 LITCHFIELD TACTICAL, LLC 20210523007	05/23/2021 22100383 052621ap			810.00
Invoice: 20210523007	OPEN PO - AZ Post Physical Exa			
810.00 10002121 520029	Pre-Employment Testing			
	CHECK	135850	TOTAL:	810.00
135851 05/26/2021 PRD 1644 MARICOPA COUNTY AIR QUALITY DEPAR IV019859	05/17/2021 052621ap			360.00
Invoice: IV019859	Annual Admin Fee- Festival Well #3			
360.00 40003210 520036	Permit Fees			
	CHECK	135851	TOTAL:	360.00
135852 05/26/2021 PRD 1649 MARICOPA COUNTY ENVIRONMENTAL SER 07633- June 2021	05/03/2021 052621ap			1,940.00
Invoice: 07633- June 2021	0763 Permit Hopeville Drinking Water Permit			
1,940.00 40003210 520036	Permit Fees			
	CHECK	135852	TOTAL:	1,940.00
135853 05/26/2021 PRD 1684 MOTOROLA SOLUTIONS, INC 8330186966	02/24/2021 22100782 052621ap			25,435.00
Invoice: 8330186966	Hardware Maintenance - Radios			
25,435.00 10002121 520525	Hardware Maintenance			
Invoice: 8230315004	03/02/2021 22100169 052621ap			69,519.15
MOTOROLA SOLUTIONS, INC 8230315004	Maintenance Agreement - Record			
69,519.15 10002121 520052	Specialized/Comp Rel Services			
	CHECK	135853	TOTAL:	94,954.15
135854 05/26/2021 PRD 6733 NO-DES, INC. 597	05/03/2021 22101269 052621ap			19,217.61
Invoice: 597	COMPLETION OF FLUSHING PROGRAM FOR TARTESSO			
19,217.61 40003350 521514	Water Distrib System R&M			
	CHECK	135854	TOTAL:	19,217.61
135855 05/26/2021 PRD 1725 NORWOOD EQUIPMENT LLC 64497N	05/18/2021 22100286 052621ap			141.14
Invoice: 64497N	EQUIPMENT MAINTENANCE AND REPA			
141.14 38103202 521508	Automotive Expenses			
	CHECK	135855	TOTAL:	141.14
135856 05/26/2021 PRD 999998 Department of Forestry & Fire Man 103884	05/24/2021 052621ap			1,129.64
Invoice: 103884	check to replace wire sent in error			
1,129.64 10001110 475600	Miscellaneous			

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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	135856	TOTAL:	1,129.64
135857 05/26/2021 PRTD 999994 claudia Gomez Invoice: 247850	247850	05/25/2021	052621ap	129.00
129.00 1000 204000	Refund due to COVID Deferred Revenue			
	CHECK	135857	TOTAL:	129.00
135858 05/26/2021 PRTD 999994 Merced Gutierrez Invoice: 247448	247448	05/24/2021	052621ap	8.00
8.00 1000 204000	switched classes - refund of \$8.00 Deferred Revenue			
	CHECK	135858	TOTAL:	8.00
135859 05/26/2021 PRTD 999996 Kim Caliendo DRH Invoice: BLDR-21-0185	BLDR-21-0185	05/24/2021	052621ap	401.89
401.89 10005180 431600	overcharged plan review fee for STD plan #3707 Vertical Construction			
	CHECK	135859	TOTAL:	401.89
135860 05/26/2021 PRTD 3024 PBC PHOENIX INC Invoice: 512625	512625	04/30/2021 22100177	052621ap	783.52
783.52 10003177 520019	FY 20/21 - LIBRARY CUSTODIAL S Custodial Contract			
Invoice: 512634	PBC PHOENIX INC	512634	04/30/2021 22100178	433.33
433.33 10003175 520019	FY 20/21 - CHARMAN BLDG CUSTOD Custodial Contract			
Invoice: 512624	PBC PHOENIX INC	512624	04/30/2021 22100179	3,723.17
3,723.17 10003174 520019	FY 20/21 - CITY HALL CUSTODIAL Custodial Contract			
Invoice: 512615	PBC PHOENIX INC	512615	04/30/2021 22100176	1,724.65
1,724.65 10003176 520019	FY 20/21 - SUNDANCE CUSTODIAL Custodial Contract			
Invoice: 512635	PBC PHOENIX INC	512635	04/30/2021 22100176	398.34
398.34 10003176 520019	FY 20/21 - SUNDANCE CUSTODIAL Custodial Contract			
Invoice: 512641	PBC PHOENIX INC	512641	04/30/2021 22100181	184.00
184.00 40003210 520019	FY 20/21 - WATER RESOURCES CUS Custodial Contract (PW)			
Invoice: 512638	PBC PHOENIX INC	512638	04/30/2021 22100181	199.17
199.17 40003210 520019	FY 20/21 - WATER RESOURCES CUS Custodial Contract (PW)			

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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				
Invoice: 512640	PBC PHOENIX INC	512640	04/30/2021 22100181 052621ap FY 20/21 - WATER RESOURCES CUS Custodial Contract (PW)	184.00
		184.00 40003210 520019		
Invoice: 512622	PBC PHOENIX INC	512622	04/30/2021 22100181 052621ap FY 20/21 - WATER RESOURCES CUS Custodial Contract (PW)	690.60
		690.60 40003210 520019		
Invoice: 512623	PBC PHOENIX INC	512623	04/30/2021 22100101 052621ap FY 20/21 - CUSTODIAL SERVICES Custodial Contract (PW)	289.26
		289.26 40103200 520019		
Invoice: 512643	PBC PHOENIX INC	512643	04/30/2021 22100180 052621ap FY 20/21 - COMMUNITY CTR CUST Custodial Contract (PW)	960.00
		960.00 35754150 520019		
CHECK 135860 TOTAL:				9,570.04
135861 05/26/2021 PRD 1759 PETTY CASH - REC. CENTER	2021 Summer Rec	05/24/2021 052621ap		300.00
Invoice: 2021 Summer Rec		Petty Cash - Aquatic Center -Summer Rec/Concession Cash Drawer - City Events		
		300.00 9999 102065		
CHECK 135861 TOTAL:				300.00
135862 05/26/2021 PRD 1764 PHOENIX FENCE COMPANY	55988	05/10/2021 22101167 052621ap		9,988.00
Invoice: 55988		BUCKEYE ARENA FENCING Land Improvement		
		9,988.00 10003172 540020		
CHECK 135862 TOTAL:				9,988.00
135863 05/26/2021 PRD 1762 PHOENIX PUMPS	3025720	05/17/2021 22100809 052621ap		3,478.88
Invoice: 3025720		PUMPING EQUIPMENT AND ACCESSORIES Professional Services General		
		3,478.88 10004155 520037		
CHECK 135863 TOTAL:				3,478.88
135864 05/26/2021 PRD 6741 AIMS COMPANIES	926549	05/12/2021 22100664 052621ap		1,938.45
Invoice: 926549		WET WELL SCUM REMOVAL & INSPEC Professional Services General		
		1,938.45 40013220 520037		
CHECK 135864 TOTAL:				1,938.45
135865 05/26/2021 PRD 5343 PROFORCE LAW ENFORCEMENT	443569	03/19/2021 22100399 052621ap		4,224.35
Invoice: 443569		Police Firearms - State Contra Public Safety Equipment		
		4,224.35 10002121 521509		

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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	135865	TOTAL:	4,224.35	
135866	05/26/2021	PRTD	1988	TARGET SPECIALTY PRODUCTS	INVP500469336	05/22/2021 22101204	052621ap	4,868.82
				Invoice: INVP500469336				
				4,868.82	10004155	521540	PESTICIDES AND CHEMICALS: AGRICULTURAL AND INDUSTR Chemicals	
							CHECK 135866 TOTAL:	4,868.82
135867	05/26/2021	PRTD	1842	ROADWAY ELECTRIC LLC	54	05/20/2021 22100157	052621ap	16,700.00
				Invoice: 54				
				16,700.00	31001115	523009	Open PO for Streetlight Repair Losses <\$5,000	
							CHECK 135867 TOTAL:	16,700.00
135868	05/26/2021	PRTD	1849	ROOSEVELT IRRIGATION DISTRICT	20-21	05/21/2021 22100954	052621ap	2,766.29
				Invoice: 20-21				
				1,383.14	50213170	543069	RID POST DESIGN MILLER RD SOUTHERN & BROADWAY	
				1,383.15	50213170	543067	Miller & Southern TS Miller & Broadway TS	
							CHECK 135868 TOTAL:	2,766.29
135869	05/26/2021	PRTD	1869	SAN TAN FORD	F211156	05/13/2021 22100861	052621ap	26,465.59
				Invoice: F211156				
				26,465.59	40003210	541210	TRUCKS (INCLUDING, DIESEL, GASOLINE, ELECTRIC, HYB Automobiles	
							05/13/2021 22100861 052621ap	26,465.59
				Invoice: F211208				
				26,465.59	40003210	541210	TRUCKS (INCLUDING, DIESEL, GASOLINE, ELECTRIC, HYB Automobiles	
							CHECK 135869 TOTAL:	52,931.18
135870	05/26/2021	PRTD	5310	SANDS CHEVROLET, LLC	560179	03/30/2021 22100278	052621ap	89.95
				Invoice: 560179				
				89.95	10003171	520505	AUTOMOTIVE AND TRAILER EQUIPME Vehicle & Equipment Repair	
							02/08/2021 22100278 052621ap	130.29
				Invoice: 129417				
				130.29	10003171	522155	AUTOMOTIVE AND TRAILER EQUIPME Operational Supplies	
							02/25/2021 22100278 052621ap	-72.40
				Invoice: CM129417				
				-72.40	10003171	522155	AUTOMOTIVE AND TRAILER EQUIPME Operational Supplies	
							CHECK 135870 TOTAL:	147.84

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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				
135871 05/26/2021 PRD Invoice: 101145562	1896 SHAMROCK FOODS COMPANY	101145562	05/18/2021 22100039 052621ap OPEN PO- Milk for senior meal Program Supplies/Equipment	107.60
	107.60 35754150 521502			
		CHECK	135871 TOTAL:	107.60
135872 05/26/2021 PRD Invoice: 131805334	5318 SOLENIS LLC	131805334	05/13/2021 22100163 052621ap POLYMER FOR SLUDGE DEWATERING Chemicals Chemicals	6,625.98
	6,402.63 40013223 521540 223.35 40013224 521540			
		CHECK	135872 TOTAL:	6,625.98
135873 05/26/2021 PRD Invoice: 6130043719	6161 SOUTHERN TIRE MART, LLC	6130043719	05/07/2021 22100395 052621ap TIRES AND TUBES (INCL. RECAPPE Tires	933.16
	933.16 10003171 521528			
Invoice: 6130043626	SOUTHERN TIRE MART, LLC	6130043626	05/06/2021 22100395 052621ap TIRES AND TUBES (INCL. RECAPPE Automotive Expenses	488.18
	488.18 40003210 521508			
		CHECK	135873 TOTAL:	1,421.34
135874 05/26/2021 PRD Invoice: 263191	1944 STANDARD PRINTING COMPANY INC	263191	05/10/2021 22100185 052621ap PRINT AND MAIL SERVICES FOR UT Professional Services General Professional Services General Public Education	3,927.12
	642.87 40003230 520037 642.87 40013230 520037 2,641.38 40053205 523021			
		CHECK	135874 TOTAL:	3,927.12
135875 05/26/2021 PRD Invoice: 227413	5971 STANLEY CONSULTANTS, INC.	227413	11/28/2020 052621ap N. MILLER ROAD DESIGN PO 21900644 CLOSED N.Miller Rd Trunk Sewer	45,391.41
	45,391.41 40013220 543043			
		CHECK	135875 TOTAL:	45,391.41
135876 05/26/2021 PRD Invoice: May 2021	1661 STEVEN MCCLURE	May 2021	05/19/2021 22100085 052621ap Legal Services - Public Defender Fees Public Defender	2,000.00
	2,000.00 10002120 520016			
		CHECK	135876 TOTAL:	2,000.00

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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				
135877 05/26/2021 PRD Invoice: 02111207	6738 TERRY'S PEST CONTROL, LLC	02111207	05/19/2021 22100637 052621ap PESTICIDES AND CHEMICALS: AGRI Professional Services General	70.00
	70.00 40003210 520037			
Invoice: 02111208	TERRY'S PEST CONTROL, LLC	02111208	05/19/2021 22100637 052621ap PESTICIDES AND CHEMICALS: AGRI Professional Services General	220.00
	70.00 40003210 520037			
	150.00 40013220 520037			
	CHECK	135877 TOTAL:		290.00
135878 05/26/2021 PRD Invoice: 0003870032	1995 THE ARIZONA REPUBLIC	0003870032	05/19/2021 22100050 052621ap Open PO AZ Republic for FY 20- Legal Printing and Advertising	95.55
	95.55 10001102 523055			
	CHECK	135878 TOTAL:		95.55
135879 05/26/2021 PRD Invoice: 2069	1704 NATIONAL HAZARD CONTROL	2069	05/16/2021 22100657 052621ap Crime Scene Cleanup OPEN PO Crime Scene Clean-Up	272.38
	272.38 10002121 520005			
	CHECK	135879 TOTAL:		272.38
135880 05/26/2021 PRD Invoice: 0334024	2045 UTILITY CRANE & EQUIPMENT	0334024	05/13/2021 22101218 052621ap EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR AGRI Automotive Expenses	2,247.01
	2,247.01 38103202 521508			
	CHECK	135880 TOTAL:		2,247.01
135881 05/26/2021 PRD Invoice: 3027	2050 VALLEY METRO OFFICIALS LLC	3027	05/07/2021 22101192 052621ap SPORTING GOODS, ATHLETIC EQUIPMENT AND ATHLETIC FA Contract Instruc - Sports	407.00
	407.00 10004156 520014			
	CHECK	135881 TOTAL:		407.00
135882 05/26/2021 PRD Invoice: 9807924841	2071 W.W. GRAINGER, INC	9807924841	02/16/2021 22100090 052621ap PARTS AND MATERIALS FOR WATER Reservoir/Booster Maint/Repair	2,278.01
	2,278.01 40003218 520577			
	CHECK	135882 TOTAL:		2,278.01

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NUMBER OF CHECKS 76 *** CASH ACCOUNT TOTAL *** 694,900.43

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	76	694,900.43

*** GRAND TOTAL *** 694,900.43

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JOURNAL ENTRIES TO BE CREATED

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CLERK: dnewman

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021 11 1013	APP 3052-201000	05/26/2021	052621ap	ap0526			Accounts Payable AP CASH DISBURSEMENTS JOURNAL		1,437.60	
APP 9999-104000	05/26/2021	052621ap	ap0526				Cash in Bank - Checking AP CASH DISBURSEMENTS JOURNAL			694,900.43
APP 1000-201000	05/26/2021	052621ap	ap0526				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		192,658.09	
APP 4001-201000	05/26/2021	052621ap	ap0526				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		162,134.54	
APP 4000-201000	05/26/2021	052621ap	ap0526				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		235,444.53	
APP 3058-201000	05/26/2021	052621ap	ap0526				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		2,166.57	
APP 4010-201000	05/26/2021	052621ap	ap0526				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		28,793.14	
APP 5021-201000	05/26/2021	052621ap	ap0526				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		41,400.25	
APP 3575-201000	05/26/2021	052621ap	ap0526				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		6,802.92	
APP 3810-201000	05/26/2021	052621ap	ap0526				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		4,398.63	
APP 4005-201000	05/26/2021	052621ap	ap0526				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		2,664.16	
APP 9999-201000	05/26/2021	052621ap	ap0526				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		300.00	
APP 3100-201000	05/26/2021	052621ap	ap0526				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		16,700.00	
GENERAL LEDGER TOTAL									694,900.43	694,900.43
APP 9999-201010	05/26/2021	052621ap	ap0526				DT DF		694,600.43	
APP 3052-101010	05/26/2021	052621ap	ap0526				Pooled Cash Equity			1,437.60
APP 1000-101010	05/26/2021	052621ap	ap0526				Pooled Cash Equity			192,658.09
APP 4001-101010	05/26/2021	052621ap	ap0526				Pooled Cash Equity			162,134.54
APP 4000-101010	05/26/2021	052621ap	ap0526				Pooled Cash Equity			235,444.53
APP 3058-101010	05/26/2021	052621ap	ap0526				Pooled Cash Equity			2,166.57
APP 4010-101010	05/26/2021	052621ap	ap0526				Pooled Cash Equity			28,793.14
APP 5021-101010	05/26/2021	052621ap	ap0526				Pooled Cash Equity			41,400.25
APP 3575-101010	05/26/2021	052621ap	ap0526				Pooled Cash Equity			6,802.92

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 JOURNAL ENTRIES TO BE CREATED

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YEAR PER	JNL								
SRC ACCOUNT									
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT	
05/26/2021	052621ap	ap0526							
APP 3810-101010					Pooled Cash Equity			4,398.63	
05/26/2021	052621ap	ap0526							
APP 4005-101010					Pooled Cash Equity			2,664.16	
05/26/2021	052621ap	ap0526							
APP 3100-101010					Pooled Cash Equity			16,700.00	
05/26/2021	052621ap	ap0526							
SYSTEM GENERATED ENTRIES TOTAL							694,600.43	694,600.43	
JOURNAL 2021/11/1013 TOTAL							1,389,500.86	1,389,500.86	

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund 1000-101010 1000-201000	2021 11	1013	05/26/2021	Pooled Cash Equity Accounts Payable	192,658.09	192,658.09
				FUND TOTAL	192,658.09	192,658.09
3052 Impound Fund 3052-101010 3052-201000	2021 11	1013	05/26/2021	Pooled Cash Equity Accounts Payable	1,437.60	1,437.60
				FUND TOTAL	1,437.60	1,437.60
3058 Comm Services Programs 3058-101010 3058-201000	2021 11	1013	05/26/2021	Pooled Cash Equity Accounts Payable	2,166.57	2,166.57
				FUND TOTAL	2,166.57	2,166.57
3100 Risk Mgmt Retention Fund 3100-101010 3100-201000	2021 11	1013	05/26/2021	Pooled Cash Equity Accounts Payable	16,700.00	16,700.00
				FUND TOTAL	16,700.00	16,700.00
3575 Area Agency on Aging 3575-101010 3575-201000	2021 11	1013	05/26/2021	Pooled Cash Equity Accounts Payable	6,802.92	6,802.92
				FUND TOTAL	6,802.92	6,802.92
3810 Highway User Revenue Fund 3810-101010 3810-201000	2021 11	1013	05/26/2021	Pooled Cash Equity Accounts Payable	4,398.63	4,398.63
				FUND TOTAL	4,398.63	4,398.63
4000 Water Utility Fund 4000-101010 4000-201000	2021 11	1013	05/26/2021	Pooled Cash Equity Accounts Payable	235,444.53	235,444.53
				FUND TOTAL	235,444.53	235,444.53
4001 Wastewater Fund 4001-101010 4001-201000	2021 11	1013	05/26/2021	Pooled Cash Equity Accounts Payable	162,134.54	162,134.54
				FUND TOTAL	162,134.54	162,134.54
4005 Environmental Services	2021 11	1013	05/26/2021			

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
4005-101010					Pooled Cash Equity		2,664.16
4005-201000					Accounts Payable	2,664.16	
						-----	-----
					FUND TOTAL	2,664.16	2,664.16
4010 Airport Fund	2021	11	1013	05/26/2021	Pooled Cash Equity		28,793.14
4010-101010					Accounts Payable	28,793.14	
4010-201000						-----	-----
					FUND TOTAL	28,793.14	28,793.14
5021 CIP General	2021	11	1013	05/26/2021	Pooled Cash Equity		41,400.25
5021-101010					Accounts Payable	41,400.25	
5021-201000						-----	-----
					FUND TOTAL	41,400.25	41,400.25
9999 Pooled Cash	2021	11	1013	05/26/2021	Cash in Bank - Checking		694,900.43
9999-104000					Accounts Payable	300.00	
9999-201000					DT DF	694,600.43	
9999-201010						-----	-----
					FUND TOTAL	694,900.43	694,900.43

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 JOURNAL ENTRIES TO BE CREATED

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FUND	DUE TO	DUE FR
1000 General Fund		192,658.09
3052 Impound Fund		1,437.60
3058 Comm Services Programs		2,166.57
3100 Risk Mgmt Retention Fund		16,700.00
3575 Area Agency on Aging		6,802.92
3810 Highway User Revenue Fund		4,398.63
4000 Water Utility Fund		235,444.53
4001 Wastewater Fund		162,134.54
4005 Environmental Services		2,664.16
4010 Airport Fund		28,793.14
5021 CIP General		41,400.25
9999 Pooled Cash	694,600.43	
	-----	-----
TOTAL	694,600.43	694,600.43

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

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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				
135906 06/03/2021 PRD 6456 3 MINUTE BUCKEYE LLC July invoice9 5 2020	07/01/2020	22100584	060321ap	1,822.86
Invoice: July invoice9 5 2020			OPEN PO - Vehicle Washes Automotive Expenses	
1,822.86 10002121 521508				
Invoice: April 2021	05/26/2021	22100584	060321ap	2,129.77
3 MINUTE BUCKEYE LLC			OPEN PO - Vehicle Washes Automotive Expenses	
2,129.77 10002121 521508				
CHECK 135906 TOTAL:				3,952.63
135907 06/03/2021 PRD 5566 ACRO SERVICE CORPORATION 1325053	05/23/2021	22101221	060321ap	727.75
Invoice: 1325053			OPEN PO - Support Services Contract Labor	
727.75 10002121 520012				
CHECK 135907 TOTAL:				727.75
135908 06/03/2021 PRD 5566 ACRO SERVICE CORPORATION 1318366	05/16/2021	22100150	060321ap	718.80
Invoice: 1318366			Open PO - Hearing Officer - Ja Salaries and wages	
718.80 30522121 510001				
Invoice: 1318367	05/16/2021	22100055	060321ap	743.20
ACRO SERVICE CORPORATION			Temporary Labor for Water Admi Professional Services General Professional Services General	
371.60 40003210 520037				
371.60 40013220 520037				
Invoice: 1311458	05/09/2021	22100055	060321ap	668.88
ACRO SERVICE CORPORATION			Temporary Labor for Water Admi Professional Services General Professional Services General	
334.44 40003210 520037				
334.44 40013220 520037				
Invoice: 1304897	05/02/2021	22100055	060321ap	743.20
ACRO SERVICE CORPORATION			Temporary Labor for Water Admi Professional Services General Professional Services General	
371.60 40003210 520037				
371.60 40013220 520037				
Invoice: 1277747	04/04/2021	22100150	060321ap	718.80
ACRO SERVICE CORPORATION			Open PO - Hearing Officer - Ja Salaries and wages	
718.80 30522121 510001				
Invoice: 1293094	04/04/2021	22100150	060321ap	718.80
ACRO SERVICE CORPORATION			Open PO - Hearing Officer - Ja Salaries and wages	
718.80 30522121 510001				
Invoice: 1325051	05/23/2021	22100150	060321ap	479.20
ACRO SERVICE CORPORATION			Open PO - Hearing Officer - Ja Salaries and wages	
479.20 30522121 510001				
CHECK 135908 TOTAL:				4,790.88

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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				
135909 06/03/2021 PRD Invoice: 21995	1045 AHS RESCUE LLC	21995	05/28/2021 22101242 060321ap Rappelling Gear - SWAT Rescue Operational Supplies	3,128.44
3,128.44 10002121 522155			CHECK 135909 TOTAL:	3,128.44
135910 06/03/2021 PRD Invoice: May 2021	1517 ALBERT HOLLER & ASSOCIATES	May 2021	05/30/2021 22100394 060321ap Open PO for Auditing COB Contr Professional Services General	5,000.00
5,000.00 10001110 520037			CHECK 135910 TOTAL:	5,000.00
135911 06/03/2021 PRD Invoice: 864-2403	6338 AMF BOWLING CENTERS, INC.	864-2403	05/26/2021 22101306 060321ap Summer 2021 program field trips Contractual Svc BASE	456.31
456.31 10004153 520015			CHECK 135911 TOTAL:	456.31
135912 06/03/2021 PRD Invoice: 117580	5141 ANDREWS REFRIGERATION	117580	05/07/2021 22100379 060321ap AIR CONDITIONING AND HEATING R WW R&M	136.00
136.00 40013223 520543				
Invoice: 34104	ANDREWS REFRIGERATION	34104	03/19/2021 22100332 060321ap FY 20/21 - CITYWIDE HVAC & PLU Building Repairs	1,404.63
1,404.63 10003172 520512			CHECK 135912 TOTAL:	1,540.63
135913 06/03/2021 PRD Invoice: 1028672	1100 AQUA-AEROBIC SYSTEMS INC	1028672	05/21/2021 22100351 060321ap AQUA-AEROBIC P.O. FOR SUNDANCE Wastewater Plant R & M WW R&M	4,617.17
4,259.14 40013221 520540 358.03 40013222 520543			CHECK 135913 TOTAL:	4,617.17
135914 06/03/2021 PRD Invoice: 48126	1116 ARIZONA ELEVATOR SOLUTIONS, INC.	48126	06/01/2021 22100362 060321ap FY 20/21 - CITY HALL ELEVATOR Building Repairs	721.93
721.93 10003174 520512			CHECK 135914 TOTAL:	721.93
135915 06/03/2021 PRD Invoice: P50312	1960 ARIZONA MACHINERY, LLC	P50312	05/21/2021 22100366 060321ap AUTOMOTIVE AND TRAILER EQUIPME Automotive Expenses	142.09
142.09 40003210 521508				

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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	135915	TOTAL:	142.09	
135916	06/03/2021	PRTD	6750 ARIZONA PUMP RESOURCES LLC	IN21-088	05/28/2021	22101343	060321ap	1,100.00
				Invoice: IN21-088	FESTIVAL WRF MIXER REPAIRS			
				1,100.00 40013224 520543	WW R&M			
				CHECK	135916	TOTAL:	1,100.00	
135917	06/03/2021	PRTD	5967 ARIZONA STATE RIFLE AND PISTOL AS BPD0421		05/04/2021	22100397	060321ap	526.00
				Invoice: BPD0421	Open PO for Range Fees			
				526.00 10002121 522155	Operational Supplies			
				CHECK	135917	TOTAL:	526.00	
135918	06/03/2021	PRTD	1137 ARIZONA WATER COMPANY	MAY 2021	06/01/2021	22100159	060321ap	75.00
				Invoice: MAY 2021	DATA PROCESSING CARDS AND PAPE			
				75.00 40013230 520037	Professional Services General			
				CHECK	135918	TOTAL:	75.00	
135919	06/03/2021	PRTD	6679 ARRINGTON WATKINS ARCHITECTS, LLC 2020375		05/25/2021	22001345	060321ap	16,736.00
				Invoice: 2020375	DESIGN POLICE COMMUNICATION CT			
				16,736.00 50212121 543054	Police Communications Center			
				CHECK	135919	TOTAL:	16,736.00	
135920	06/03/2021	PRTD	1043 ASSI SECURITY OF ARIZONA	52158	04/30/2021	22101148	060321ap	3,339.13
				Invoice: 52158	Water Treatment Plants Badge Access Controls			
				3,339.13 40001113 543139	Access Control Wtr Prod well			
				CHECK	135920	TOTAL:	3,339.13	
135921	06/03/2021	PRTD	5373 SOUTHWEST RESTAURANT SUPPLY	21071	05/24/2021	22101088	060321ap	6,063.56
				Invoice: 21071	CITY HALL - ICE & WATER DISPENSER			
				6,063.56 10003170 541070	Other Equipment >\$5,000			
				CHECK	135921	TOTAL:	6,063.56	
135922	06/03/2021	PRTD	6092 B.R. FROST COMPANY	1240	03/23/2021	22101042	060321ap	14,500.00
				Invoice: 1240	*EMERGENCY REPAIR FOR SBR #4 AT SUNDANCE WRF*			
				14,500.00 40013222 520543	WW R&M			
				CHECK	135922	TOTAL:	14,500.00	

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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				
135923	06/03/2021	PRTD	1193	BAKER & TAYLOR	NS21050527	05/17/2021	22101082 060321ap	1,995.00
Invoice: NS21050527				1,995.00	10004151 520037	CollectionHQ Consulting Services Professional Services General		
Invoice: 2035829732				40.48	10004151 521550	05/13/2021 22100876 060321ap	Open PO for Library Materials Library Materials	40.48
Invoice: 2035829733				59.76	10004151 521550	05/13/2021 22100876 060321ap	Open PO for Library Materials Library Materials	59.76
Invoice: 2035837074				38.38	10004151 521550	05/17/2021 22100876 060321ap	Open PO for Library Materials Library Materials	38.38
Invoice: 2035837075				34.64	10004151 521550	05/17/2021 22100876 060321ap	Open PO for Library Materials Library Materials	34.64
Invoice: 2035837076				283.99	10004151 521550	05/17/2021 22100876 060321ap	Open PO for Library Materials Library Materials	283.99
Invoice: 2035904171				40.48	10004151 521550	05/24/2021 22100876 060321ap	Open PO for Library Materials Library Materials	40.48
Invoice: 2035904173				27.58	10004151 521550	05/24/2021 22100876 060321ap	Open PO for Library Materials Library Materials	27.58
Invoice: 2035904174				57.28	10004151 521550	05/24/2021 22100876 060321ap	Open PO for Library Materials Library Materials	57.28
Invoice: 2035904175				39.28	10004151 521550	05/24/2021 22100876 060321ap	Open PO for Library Materials Library Materials	39.28
Invoice: 2035904176				37.94	10004151 521550	05/24/2021 22100876 060321ap	Open PO for Library Materials Library Materials	37.94
Invoice: 2035904177				31.10	10004151 521550	05/24/2021 22100876 060321ap	Open PO for Library Materials Library Materials	31.10
Invoice: 2035904178				22.54	10004151 521550	05/24/2021 22100876 060321ap	Open PO for Library Materials Library Materials	22.54

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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				
Invoice: 2035904179		BAKER & TAYLOR		2035904179	05/24/2021	22100876	060321ap	383.78
	383.78		10004151 521550	Open PO for Library Materials Library Materials				
Invoice: 2035899387		BAKER & TAYLOR		2035899387	05/19/2021	22100876	060321ap	169.40
	169.40		10004151 521550	Open PO for Library Materials Library Materials				
Invoice: 2035899388		BAKER & TAYLOR		2035899388	05/19/2021	22100876	060321ap	261.12
	261.12		10004151 521550	Open PO for Library Materials Library Materials				
Invoice: 2035899389		BAKER & TAYLOR		2035899389	05/19/2021	22100876	060321ap	110.86
	110.86		10004151 521550	Open PO for Library Materials Library Materials				
Invoice: 2035899390		BAKER & TAYLOR		2035899390	05/19/2021	22100876	060321ap	24.02
	24.02		10004151 521550	Open PO for Library Materials Library Materials				
Invoice: 2035899391		BAKER & TAYLOR		2035899391	05/19/2021	22100876	060321ap	100.22
	100.22		10004151 521550	Open PO for Library Materials Library Materials				
Invoice: 2035899392		BAKER & TAYLOR		2035899392	05/19/2021	22100876	060321ap	45.65
	45.65		10004151 521550	Open PO for Library Materials Library Materials				
Invoice: 2035899393		BAKER & TAYLOR		2035899393	05/19/2021	22100876	060321ap	18.12
	18.12		10004151 521550	Open PO for Library Materials Library Materials				
Invoice: 2035899394		BAKER & TAYLOR		2035899394	05/19/2021	22100876	060321ap	70.16
	70.16		10004151 521550	Open PO for Library Materials Library Materials				
Invoice: 2035899395		BAKER & TAYLOR		2035899395	05/19/2021	22100876	060321ap	28.64
	28.64		10004151 521550	Open PO for Library Materials Library Materials				
Invoice: 2035899397		BAKER & TAYLOR		2035899397	05/19/2021	22100876	060321ap	38.36
	38.36		10004151 521550	Open PO for Library Materials Library Materials				
Invoice: 2035899398		BAKER & TAYLOR		2035899398	05/19/2021	22100876	060321ap	76.80
	76.80		10004151 521550	Open PO for Library Materials Library Materials				
Invoice: 2035899399		BAKER & TAYLOR		2035899399	05/19/2021	22100876	060321ap	20.48
	20.48		10004151 521550	Open PO for Library Materials Library Materials				

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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				
Invoice: 2035899400		BAKER & TAYLOR		2035899400	05/19/2021	22100876	060321ap	93.30
	93.30		10004151	521550	Open PO for Library Materials			
					Library Materials			
Invoice: 2035899401		BAKER & TAYLOR		2035899401	05/19/2021	22100876	060321ap	11.99
	11.99		10004151	521550	Open PO for Library Materials			
					Library Materials			
Invoice: 2035899402		BAKER & TAYLOR		2035899402	05/19/2021	22100876	060321ap	21.00
	21.00		10004151	521550	Open PO for Library Materials			
					Library Materials			
Invoice: 2035899403		BAKER & TAYLOR		2035899403	05/19/2021	22100876	060321ap	324.54
	324.54		10004151	521550	Open PO for Library Materials			
					Library Materials			
Invoice: 2035929555		BAKER & TAYLOR		2035929555	05/24/2021	22100876	060321ap	77.50
	77.50		10004151	521550	Open PO for Library Materials			
					Library Materials			
Invoice: 2035929556		BAKER & TAYLOR		2035929556	05/24/2021	22100876	060321ap	24.44
	24.44		10004151	521550	Open PO for Library Materials			
					Library Materials			
Invoice: 2035929557		BAKER & TAYLOR		2035929557	05/24/2021	22100876	060321ap	27.58
	27.58		10004151	521550	Open PO for Library Materials			
					Library Materials			
Invoice: 2035929558		BAKER & TAYLOR		2035929558	05/24/2021	22100876	060321ap	24.44
	24.44		10004151	521550	Open PO for Library Materials			
					Library Materials			
Invoice: 2035929559		BAKER & TAYLOR		2035929559	05/24/2021	22100876	060321ap	57.50
	57.50		10004151	521550	Open PO for Library Materials			
					Library Materials			
Invoice: 2035929560		BAKER & TAYLOR		2035929560	05/24/2021	22100876	060321ap	10.50
	10.50		10004151	521550	Open PO for Library Materials			
					Library Materials			
					CHECK	135923	TOTAL:	4,728.85
135924 06/03/2021 PRD	1195	BALAR EQUIPMENT		1120235-1	05/25/2021	22100804	060321ap	8,351.34
Invoice: 1120235-1			8,351.34	38103202	ROAD AND HIGHWAY EQUIPMENT (EXCEPT EQUIPMENT IN CL			
					Other Vehicles			
Invoice: 1120235		BALAR EQUIPMENT		1120235	05/25/2021	22100802	060321ap	226,270.95
	226,270.95		38103202	541240	EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR AGRI			
					Other Vehicles			

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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	135924	TOTAL:	234,622.29
135925 06/03/2021 PRD 5670 BEARING BELT & CHAIN, INC 1604483	04/07/2021 22100233 060321ap			233.25
Invoice: 1604483	BEARING BELT & CHAIN PURCHASE			
233.25 40013221 520540	Wastewater Plant R & M			
	CHECK	135925	TOTAL:	233.25
135926 06/03/2021 PRD 1220 BLX GROUP LLC 43332-1450/051721	05/17/2021 060321ap			500.00
Invoice: 43332-1450/051721	Excise TaxRevenue Refunding Obligations,series2016			
500.00 10006190 523019	Administrative Fees			
	CHECK	135926	TOTAL:	500.00
135927 06/03/2021 PRD 6584 BOOT BARN INC INV00107970	05/24/2021 22100111 060321ap			200.00
Invoice: INV00107970	SHOES AND BOOTS			
200.00 40003210 521922	Uniforms			
	CHECK	135927	TOTAL:	200.00
135928 06/03/2021 PRD 1124 ARIZONA LANGUAGE SPECIALISTS May 31, 2021	05/31/2021 22100081 060321ap			1,080.00
Invoice: May 31, 2021	Arizona Language Specialist (I			
1,080.00 10002120 520037	Professional Services General			
	CHECK	135928	TOTAL:	1,080.00
135929 06/03/2021 PRD 6301 BRIGHTVIEW LANDSCAPE SERVICES INC 7371746	05/24/2021 22100940 060321ap			1,908.00
Invoice: 7371746	MONTHLY LANDSCAPE SERVICE			
658.00 10003172 520035	Landscaping Service			
1,250.00 10003176 520035	Landscaping Service			
	CHECK	135929	TOTAL:	1,908.00
135930 06/03/2021 PRD 1234 BROWN'S PARTSMaster INC 126419	05/26/2021 22100126 060321ap			560.74
Invoice: 126419	FY 20/21 - SUNDANCE PLUMBING S			
560.74 10003176 521720	Shop Supplies			
	CHECK	135930	TOTAL:	560.74
135931 06/03/2021 PRD 6194 CABALLEROS LANDSCAPE INC 9430832935	05/24/2021 22101317 060321ap			3,825.00
Invoice: 9430832935	A-WING PERIMETER LANDSCAPE CLEAN UP			
3,825.00 10003172 520035	Landscaping Service			

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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	135931	TOTAL:	3,825.00
135932 06/03/2021 PRD 5629 CARDNO, INC. 528759	03/10/2021 22000760 060321ap			2,538.54
Invoice: 528759	TASK ORDER 6- WATSON ROAD DESI			
2,538.54 50213170 543074	Rdwy Impr - Watson-Dur/LBuck			
	CHECK	135932	TOTAL:	2,538.54
135933 06/03/2021 PRD 5092 CAROLLO ENGINEERS, INC 196660	03/15/2021 22100660 060321ap			15,776.00
Invoice: 196660	DESIGN WELL NO. 13 TO #1			
15,776.00 40001113 543104	Drill well #13			
	CHECK	135933	TOTAL:	15,776.00
135934 06/03/2021 PRD 5029 CDW GOVERNMENT LLC D700689	05/26/2021 22101028 060321ap			282,358.15
Invoice: D700689	Microsoft Enterprise Licensing			
282,358.15 10001189 520030	Software Maintenance			
	05/21/2021 22101189 060321ap			96.37
Invoice: D559663	SURFACE PRO FOR JUDGE BURKHOLDER			
96.37 10002120 521521	IT Equipment <\$5000			
	CHECK	135934	TOTAL:	282,454.52
135935 06/03/2021 PRD 1283 CELLEBRITE USA INC INVUS230303	05/26/2021 22101244 060321ap			6,722.86
Invoice: INVUS230303	Software Renewal			
6,722.86 10002121 520030	Software Maintenance			
	CHECK	135935	TOTAL:	6,722.86
135936 06/03/2021 PRD 1286 CENTERLINE SUPPLY ORD0031730	03/08/2021 22100976 060321ap			2,378.88
Invoice: ORD0031730	SIGNS AND MATERIAL			
2,378.88 38103202 521715	Signs & Markings			
	CHECK	135936	TOTAL:	2,378.88
135937 06/03/2021 PRD 3021 CINTAS CORPORATION NO 3 4085403441	05/26/2021 22100103 060321ap			9.72
Invoice: 4085403441	FY 20/21 - UNIFORMS OPEN PO			
9.72 40053205 521922	Uniforms			
	05/26/2021 22100297 060321ap			71.64
Invoice: 4085403527	FY 20/21 - FLEET UNIFORMS			
71.64 10003171 521922	Uniforms			
	05/26/2021 22100277 060321ap			105.20
Invoice: 4085403682	FY 20/21 - UNIFORM RENTAL			

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				105.20	38103202	521922	Uniforms				
							CHECK	135937	TOTAL:	186.56	
135938	06/03/2021	PRTD	1308	CITY OF PHOENIX		2114	11/13/2020	22100735	060321ap	2,000.00	
		Invoice: 2114					OPEN PO - Cross Training				
				2,000.00	10002121	526110	Conference and Seminars				
							CHECK	135938	TOTAL:	2,000.00	
135939	06/03/2021	PRTD	6235	CONSULTANT ENGINEERING, INC.		210404S-820.03	05/10/2021	22001273	060321ap	7,812.04	
		Invoice: 210404S-820.03					TO #1 ACQUISITION DUE DILIGENC				
				7,812.04	40003210	543028	Jackie A Meck Wtr Campus/BRWC				
							CHECK	135939	TOTAL:	7,812.04	
135940	06/03/2021	PRTD	5438	CONWAY DATA, INC.		01021767	05/01/2021	22101103	060321ap	9,000.00	
		Invoice: 01021767					Advertising				
				9,000.00	10001188	523057	Advertising Expense				
							CHECK	135940	TOTAL:	9,000.00	
135941	06/03/2021	PRTD	1343	CUMMINS ROCKY MOUNTAIN, LLC		54-71234	05/22/2021	22100290	060321ap	1,165.33	
		Invoice: 54-71234					EQUIPMENT MAINTENANCE AND REPA				
				1,165.33	40003212	520515	Generator R & M				
		Invoice: 54-66344					04/28/2021	22100769	060321ap	696.61	
				696.61	40003218	520515	EQUIPMENT MAINTENANCE AND REPA				
							Generator R & M				
		Invoice: 54-66336					04/28/2021	22100769	060321ap	903.38	
				903.38	40003218	520515	EQUIPMENT MAINTENANCE AND REPA				
							Generator R & M				
		Invoice: 54-66339					04/28/2021	22100769	060321ap	899.98	
				899.98	40003218	520515	EQUIPMENT MAINTENANCE AND REPA				
							Generator R & M				
		Invoice: 54-66656					04/29/2021	22100769	060321ap	1,564.34	
				1,564.34	40003216	520515	EQUIPMENT MAINTENANCE AND REPA				
							Generator R & M				
		Invoice: 54-68028					05/07/2021	22100769	060321ap	871.23	
				871.23	40003217	520515	EQUIPMENT MAINTENANCE AND REPA				
							Generator R & M				
		Invoice: 54-68029					05/07/2021	22100769	060321ap	875.38	
							EQUIPMENT MAINTENANCE AND REPA				

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				INVOICE	INV DATE	PO	CHECK	NET
				875.38 40003215 520515	INVOICE DTL DESC			
					Generator R & M			
Invoice: 54-68427				CUMMINS ROCKY MOUNTAIN, LLC 54-68427	05/10/2021	22100769	060321ap	1,076.48
				1,076.48 40003216 520515	EQUIPMENT MAINTENANCE AND REPA			
					Generator R & M			
Invoice: 54-66946				CUMMINS ROCKY MOUNTAIN, LLC 54-66946	05/03/2021	22100769	060321ap	1,111.89
				1,111.89 40003218 520515	EQUIPMENT MAINTENANCE AND REPA			
					Generator R & M			
Invoice: 54-66949				CUMMINS ROCKY MOUNTAIN, LLC 54-66949	05/03/2021	22100769	060321ap	876.93
				876.93 40003212 520515	EQUIPMENT MAINTENANCE AND REPA			
					Generator R & M			
Invoice: 54-68036				CUMMINS ROCKY MOUNTAIN, LLC 54-68036	05/07/2021	22100769	060321ap	876.93
				876.93 40003215 520515	EQUIPMENT MAINTENANCE AND REPA			
					Generator R & M			
					CHECK	135941	TOTAL:	10,918.48
135942 06/03/2021 PRD				1388 E-Z TOWING & RECOVERY LLC 259820	04/11/2021	22100079	060321ap	250.00
Invoice: 259820				250.00 10002121 520033	Open PO - Towing - PD			
					Vehicle Towing			
					CHECK	135942	TOTAL:	250.00
135943 06/03/2021 PRD				5011 ELM USA INC 39658	05/14/2021	22100003	060321ap	25.00
Invoice: 39658				25.00 10004151 521501	Open PO for Disc Repair Servic			
					office Supplies			
					CHECK	135943	TOTAL:	25.00
135944 06/03/2021 PRD				5445 MARICOPA COUNTY ENTERPRISE TECHNO PMG042921	05/20/2021		060321ap	6,618.03
Invoice: PMG042921				6,618.03 10001189 520030	Aerial Photography for GIS mapping			
					Software Maintenance			
					CHECK	135944	TOTAL:	6,618.03
135945 06/03/2021 PRD				6814 ENVIRONMENTAL PLANNING GROUP, LLC TF14627	05/21/2021	22100895	060321ap	22,457.04
Invoice: TF14627				22,457.04 50214150 543060	Professional Services Contract No. 2021022			
					BLM Land Miller/TonopSalomeHwy			
					CHECK	135945	TOTAL:	22,457.04
135946 06/03/2021 PRD				6838 ENVIROSCAPES OF ARIZONA RT LLC 084400	05/18/2021	22101046	060321ap	14,610.00
Invoice: 084400				14,610.00 10004155 520035	FORESTRY SERVICES			
					Landscaping Services			

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INVOICE	INV DATE	PO	CHECK	NET
INVOICE DTL DESC				
	CHECK	135946	TOTAL:	14,610.00
135947 06/03/2021 PRD Invoice: 91110110	6760 FARO TECHNOLOGIES, INC.	91110110	05/11/2021 22100796 060321ap Crime Scene Mapping System RICO	5,203.00
	5,203.00 35732121 523120			
	CHECK	135947	TOTAL:	5,203.00
135948 06/03/2021 PRD Invoice: 0427090	1432 FERGUSON WATERWORKS #3083	0427090	05/19/2021 22100165 060321ap EQUIPMENT MAINTENANCE AND REPA Reservoir/Booster Maint/Repair	1,759.01
	1,759.01 40003218 520577			
Invoice: 0426793	FERGUSON WATERWORKS #3083	0426793	05/25/2021 22100165 060321ap EQUIPMENT MAINTENANCE AND REPA Reservoir/Booster Maint/Repair	762.51
	762.51 40003218 520577			
	CHECK	135948	TOTAL:	2,521.52
135949 06/03/2021 PRD Invoice: 74458202	1440 FLEETPRIDE, INC	74458202	05/21/2021 22100288 060321ap AUTOMOTIVE / EQUIPMENT AND PAR Operational Supplies	17.30
	17.30 10003171 522155			
	CHECK	135949	TOTAL:	17.30
135950 06/03/2021 PRD Invoice: 22101078-2	3037 FORESITE DESIGN & CONSTRUCTION IN	22101078-2	05/25/2021 22101078 060321ap DO#2 Charman Bldg. TI Charman Bldg Space Plan	128,995.18
	128,995.18 50211000 543082			
	CHECK	135950	TOTAL:	128,995.18
135951 06/03/2021 PRD Invoice: 5248087	5939 FORTILINE, INC	5248087	04/30/2021 22100483 060321ap MATERIALS TO REPAIR WATER INFR Water Distrib System R&M	3,783.50
	3,783.50 40003350 521514			
Invoice: 5313457	FORTILINE, INC	5313457	05/28/2021 22101316 060321ap TARTESSO WRF PARTS AND MATERIALS FOR EMG BYPASS WW R&M	9,283.06
	9,283.06 40013223 520543			
Invoice: 5313460	FORTILINE, INC	5313460	05/28/2021 22101316 060321ap TARTESSO WRF PARTS AND MATERIALS FOR EMG BYPASS WW R&M	5,986.36
	5,986.36 40013223 520543			
	CHECK	135951	TOTAL:	19,052.92

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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				
135952	06/03/2021	PRTD	6551 G4S SECURE SOLUTIONS USA INC	11776113	05/09/2021	22100167	060321ap	1,023.44
Invoice: 11776113				1,023.44 10002121 520022	SECURITY OFFICER SERVICES CONT			
					Security Services			
Invoice: 11776127				G4S SECURE SOLUTIONS USA INC 11776127	05/09/2021	22100167	060321ap	837.36
				837.36 10002121 520022	SECURITY OFFICER SERVICES CONT			
					Security Services			
Invoice: 11796794				G4S SECURE SOLUTIONS USA INC 11796794	05/16/2021	22100167	060321ap	1,023.44
				1,023.44 10002121 520022	SECURITY OFFICER SERVICES CONT			
					Security Services			
Invoice: 11796804				G4S SECURE SOLUTIONS USA INC 11796804	05/16/2021	22100167	060321ap	837.36
				837.36 10002121 520022	SECURITY OFFICER SERVICES CONT			
					Security Services			
Invoice: 11802928				G4S SECURE SOLUTIONS USA INC 11802928	05/23/2021	22100167	060321ap	767.58
				767.58 10002121 520022	SECURITY OFFICER SERVICES CONT			
					Security Services			
Invoice: 11797364				G4S SECURE SOLUTIONS USA INC 11797364	05/16/2021	22100756	060321ap	837.36
				418.68 40003210 520037	SECURITY OFFICER SERVICES CONT			
				418.68 40013220 520037	Professional Services General			
					Professional Services General			
Invoice: 11777054				G4S SECURE SOLUTIONS USA INC 11777054	05/09/2021	22100756	060321ap	837.36
				418.68 40003210 520037	SECURITY OFFICER SERVICES CONT			
				418.68 40013220 520037	Professional Services General			
					Professional Services General			
Invoice: 11802940				G4S SECURE SOLUTIONS USA INC 11802940	05/23/2021	22100756	060321ap	837.36
				418.68 40003210 520037	SECURITY OFFICER SERVICES CONT			
				418.68 40013220 520037	Professional Services General			
					Professional Services General			
Invoice: 11768881				G4S SECURE SOLUTIONS USA INC 11768881	05/02/2021	22100756	060321ap	837.36
				418.68 40003210 520037	SECURITY OFFICER SERVICES CONT			
				418.68 40013220 520037	Professional Services General			
					Professional Services General			
Invoice: 11768863				G4S SECURE SOLUTIONS USA INC 11768863	05/02/2021	22100167	060321ap	1,023.44
				1,023.44 10002121 520022	SECURITY OFFICER SERVICES CONT			
					Security Services			
Invoice: 11769653				G4S SECURE SOLUTIONS USA INC 11769653	05/02/2021	22100167	060321ap	837.36
				837.36 10002121 520022	SECURITY OFFICER SERVICES CONT			
					Security Services			
Invoice: 11825606				G4S SECURE SOLUTIONS USA INC 11825606	05/30/2021	22100167	060321ap	1,023.44
				1,023.44 10002121 520022	SECURITY OFFICER SERVICES CONT			
					Security Services			

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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				
Invoice: 11825618	G4S SECURE SOLUTIONS USA INC	11825618	05/30/2021 22100167 060321ap	837.36
	837.36 10002121 520022		SECURITY OFFICER SERVICES CONT Security Services	
		CHECK	135952 TOTAL:	11,560.22
135953 06/03/2021 PRD Invoice: 140077	6205 GRANICUS, LLC.	140077	05/27/2021 22101275 060321ap	12,948.22
	12,948.22 10001189 520030		WEBSITE RENEWAL Software Maintenance	
		CHECK	135953 TOTAL:	12,948.22
135954 06/03/2021 PRD Invoice: 9321649210	1486 GRAYBAR	9321649210	05/25/2021 22101307 060321ap	720.02
	720.02 50211000 543082		SUPPLIES FOR CHARMAN BUILDING Charman Bldg Space Plan	
Invoice: 9321634763	GRAYBAR	9321634763	05/25/2021 22101283 060321ap	2,656.92
	2,656.92 10001192 521523		CABLING FOR CHARMAN BUILDING Equipment <\$5,000	
Invoice: 9321705167	GRAYBAR	9321705167	05/28/2021 22101283 060321ap	1,848.58
	1,848.58 10001192 521523		CABLING FOR CHARMAN BUILDING Equipment <\$5,000	
Invoice: 9321323175	GRAYBAR	9321323175	05/05/2021 22101122 060321ap	3,972.59
	3,972.59 10001192 522155		VIDEO SURVEILLANCE EQUIPMENT Operational Supplies	
		CHECK	135954 TOTAL:	9,198.11
135955 06/03/2021 PRD Invoice: 374763	1489 GUST ROSENFELD P.L.C.	374763	05/27/2021 060321ap	70.55
	70.55 50213170 543072		CIP Apache/Southern Intersection Improvements Apache & Southern TS	
Invoice: 374761	GUST ROSENFELD P.L.C.	374761	05/27/2021 060321ap	33.15
	33.15 40001113 543045		CIP 101040 Farallon Water Campus Wtr Treatment Farallon #16	
Invoice: 374759	GUST ROSENFELD P.L.C.	374759	05/27/2021 060321ap	33.15
	33.15 40003210 543028		CIP 101290 Broadway Road Water Campus Jackie A Meck Wtr Campus/BRWC	
Invoice: 374757	GUST ROSENFELD P.L.C.	374757	05/27/2021 060321ap	49.73
	49.73 50213170 543069		CIP101380 Traffic Signal Miller and Southern Miller & Southern TS	
Invoice: 374756	GUST ROSENFELD P.L.C.	374756	05/27/2021 060321ap	33.16
			CIP100710 Fire Station 705 Tartesso	

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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				INVOICE	INV DATE	PO	CHECK	NET
				33.16 50212140 543048	INVOICE DTL DESC			
					Tartesso Fire Station F705			
Invoice: 374758		GUST ROSENFELD P.L.C.		374758	05/27/2021		060321ap	1,780.34
			1,780.34 50213170 543067		CIP101390 Traffic Signal Miller and Broadway Miller & Broadway TS			
Invoice: 374762		GUST ROSENFELD P.L.C.		374762	05/27/2021		060321ap	392.71
			392.71 50213170 543067		CIP101390 Miller and Broadway Miller & Broadway TS			
					CHECK	135955	TOTAL:	2,392.79
135956 06/03/2021 PRD	1497	HAMILTON'S TOWING		105072	05/23/2021	22100116	060321ap	55.00
Invoice: 105072			55.00 10003171 520033		VEHICLE TOWING-ON CALL SERVICE Vehicle Towing			
Invoice: 105071		HAMILTON'S TOWING		105071	05/22/2021	22100116	060321ap	35.00
			35.00 10003171 520033		VEHICLE TOWING-ON CALL SERVICE Vehicle Towing			
Invoice: 105074		HAMILTON'S TOWING		105074	05/25/2021	22100116	060321ap	40.00
			40.00 10003171 520033		VEHICLE TOWING-ON CALL SERVICE Vehicle Towing			
Invoice: 104986		HAMILTON'S TOWING		104986	04/22/2021	22100078	060321ap	105.00
			105.00 10002121 520033		Open PO- Towing (PD) Vehicle Towing			
					CHECK	135956	TOTAL:	235.00
135957 06/03/2021 PRD	1501	HARRINGTON INDUSTRIAL PLASTIC LLC	015Q9788		05/25/2021	22100059	060321ap	236.14
Invoice: 015Q9788			236.14 40003217 520585		PLASTIC FITTINGS, VALVES AND P Treatment Plant O&M			
					CHECK	135957	TOTAL:	236.14
135958 06/03/2021 PRD	5537	HAZEN AND SAWYER		22100870-5	05/27/2021	22100870	060321ap	14,812.50
Invoice: 22100870-5			14,812.50 40001113 543126		Steel Tank inspection - potable water Repair & Recoat Reservoirs			
Invoice: 22100729-7		HAZEN AND SAWYER		22100729-7	05/25/2021	22100729	060321ap	6,245.00
			6,245.00 40011113 543134		TO #9 ASSESS 25 MANHOLES ON AP Manhole Rehab & Assessment			
					CHECK	135958	TOTAL:	21,057.50

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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				
135959	06/03/2021	PRTD	1491 USA BLUE BOOK	617899	05/28/2021	22100631	060321ap	64.29
			Invoice: 617899				LABORATORY EQUIPMENT, ACCESSOR	
				64.29 40013223 521503			Lab Supplies	
			Invoice: 616613		05/27/2021	22100092	060321ap	3,275.08
							SAMPLING SUPPLIES AND EQUIPMEN	
				1,922.23 40003216 520585			Treatment Plant O&M	
				162.18 40003217 520585			Treatment Plant O&M	
				1,190.67 40003218 520585			Treatment Plant O&M	
			Invoice: 616658		05/27/2021	22100092	060321ap	409.88
							SAMPLING SUPPLIES AND EQUIPMEN	
				409.88 40003218 520585			Treatment Plant O&M	
				CHECK 135959 TOTAL:				3,749.25
135960	06/03/2021	PRTD	1513 HILL BROTHERS CHEMICAL COMPANY	07093684	05/12/2021	22100043	060321ap	477.84
			Invoice: 07093684				CHEMICALS TO TREAT AND DISINFE	
				477.84 40003213 521540			Chemicals	
			Invoice: 07095121		05/25/2021	22100066	060321ap	2,981.07
							WASTEWATER TREATING CHEMICALS	
				2,981.07 40013221 521540			Chemicals	
			Invoice: 07095156		05/26/2021	22100043	060321ap	179.19
							CHEMICALS TO TREAT AND DISINFE	
				179.19 40003215 521540			Chemicals	
			Invoice: 07095157		05/26/2021	22100043	060321ap	179.19
							CHEMICALS TO TREAT AND DISINFE	
				179.19 40003214 521540			Chemicals	
			Invoice: 07095158		05/26/2021	22100043	060321ap	442.00
							CHEMICALS TO TREAT AND DISINFE	
				442.00 40003213 521540			Chemicals	
			Invoice: 07095159		05/26/2021	22100043	060321ap	358.38
							CHEMICALS TO TREAT AND DISINFE	
				358.38 40003212 521540			Chemicals	
				CHECK 135960 TOTAL:				4,617.67
135961	06/03/2021	PRTD	1521 HORIZON TOWER LP	202105	05/01/2021	22100022	060321ap	2,609.54
			Invoice: 202105				Tower Lease	
				2,609.54 10002121 521505			Equipment Rental	
			Invoice: 202106		05/25/2021	22100022	060321ap	2,687.83
							Tower Lease	
				2,687.83 10002121 521505			Equipment Rental	

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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						CHECK	135961 TOTAL:	5,297.37
135962	06/03/2021	PRTD	1449	FORMS MANAGEMENT SERVICES	114409	05/19/2021 22100242 060321ap		760.20
				Invoice: 114409		ENVELOPES FOR UTILITY BILLING		
				243.26	40003230 520037	Professional Services General		
				243.26	40013230 520037	Professional Services General		
				273.68	40053230 520037	Professional Services General		
						CHECK	135962 TOTAL:	760.20
135963	06/03/2021	PRTD	1522	HUGHES FIRE EQUIPMENT INC	563984	05/26/2021 22100118 060321ap		159.84
				Invoice: 563984		AUTOMOTIVE ACCESSORIES FOR AUT		
				159.84	10003171 522155	Operational Supplies		
						CHECK	135963 TOTAL:	159.84
135964	06/03/2021	PRTD	5487	IPROMOTEU	1844473PWP	05/07/2021 22100679 060321ap		2,457.21
				Invoice: 1844473PWP		City Swag Promotional Items		
				2,457.21	10001100 521536	City Events		
						CHECK	135964 TOTAL:	2,457.21
135965	06/03/2021	PRTD	1571	JAMES, COOKE & HOBSON, INC	366605	05/31/2021 22100823 060321ap		10,735.11
				Invoice: 366605		(1) NEW OMEGA 53P BLOWER BLOCK		
				10,735.11	40013222 541070	Other Equipment >\$5,000		
						CHECK	135965 TOTAL:	10,735.11
135966	06/03/2021	PRTD	1662	JENI MCCUTCHEON,PSY.D.,P.L.L.C.	1873	05/26/2021 22100147 060321ap		1,200.00
				Invoice: 1873		Open PO - Pre-Employment Psych		
				1,200.00	10002121 520029	Pre-Employment Testing		
						CHECK	135966 TOTAL:	1,200.00
135967	06/03/2021	PRTD	5952	KIEWIT/HAYDON, A JOINT VENTURE	2104150026ATEMP	05/03/2021 21900960 060321ap		2,404.71
				Invoice: 2104150026ATEMP		BRWC CO #15 EMERGENCY RESERVOI		
				2,404.71	40003210 543028	Jackie A Meck Wtr Campus/BRWC		
				Invoice: 2104220016A22.3		05/05/2021 22000502 060321ap		1,009.16
				KIEWIT/HAYDON, A JOINT VENTURE	2104220016A22.3	BRWC CO #22 (GMP 22) PASE 1 PR		
				1,009.16	40003210 543028	Jackie A Meck Wtr Campus/BRWC		
				Invoice: 2104220015A22.1		05/05/2021 22000502 060321ap		3,044.00
				KIEWIT/HAYDON, A JOINT VENTURE	2104220015A22.1	BRWC CO #22 (GMP 22) PASE 1 PR		
				3,044.00	40003210 543028	Jackie A Meck Wtr Campus/BRWC		

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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			
Invoice: 2104220015				KIEWIT/HAYDON, A JOINT VENTURE 2104220015	05/07/2021 22000502	060321ap		132,737.68
				132,737.68 40003210 543028	BRWC CO #22 (GMP 22) PASE 1 PR			
					Jackie A Meck Wtr Campus/BRWC			
Invoice: 2104230002				KIEWIT/HAYDON, A JOINT VENTURE 2104230002	05/05/2021 22000468	060321ap		27,050.14
				27,050.14 40003210 543028	BRWC CO #23 (GMP #23) PIPELINE			
					Jackie A Meck Wtr Campus/BRWC			
Invoice: 2104240014				KIEWIT/HAYDON, A JOINT VENTURE 2104240014	05/05/2021 22000501	060321ap		4,243.00
				4,243.00 40003210 543028	BRWC CO#24 (GMP 24) PHASE 1 FI			
					Jackie A Meck Wtr Campus/BRWC			
Invoice: 2104250015				KIEWIT/HAYDON, A JOINT VENTURE 2104250015	05/07/2021 22000832	060321ap		124,527.17
				124,527.17 40003210 543028	BRWC GMP 25 - TANKS, PIPELINE P			
					Jackie A Meck Wtr Campus/BRWC			
Invoice: 2104270011				KIEWIT/HAYDON, A JOINT VENTURE 2104270011	05/03/2021 22001223	060321ap		160,298.71
				160,298.71 40003210 543028	GMP #27 Broadway Road Water Ca			
					Jackie A Meck Wtr Campus/BRWC			
Invoice: 2104280009				KIEWIT/HAYDON, A JOINT VENTURE 2104280009	05/07/2021 22100527	060321ap		4,476,712.42
				4,476,712.42 40003210 543028	GMP 28 BROADWAY ROAD WATER CAM			
					Jackie A Meck Wtr Campus/BRWC			
Invoice: 2104CR0021C				KIEWIT/HAYDON, A JOINT VENTURE 2104CR0021C	05/12/2021 21900960	060321ap		638,247.00
				15,080.00 40003210 543028	BRWC CO #15 EMERGENCY RESERVOI			
				165,459.00 40003210 543028	Jackie A Meck Wtr Campus/BRWC			
				457,708.00 40003210 543028	Jackie A Meck Wtr Campus/BRWC			
					Jackie A Meck Wtr Campus/BRWC			
					CHECK	135967	TOTAL:	5,570,273.99
135968 06/03/2021 PRD				5666 KIMLEY-HORN AND ASSOCIATES, INC. 18863842	04/30/2021 22101077	060321ap		5,477.50
Invoice: 18863842				5,477.50 50213170 543120	TO #13 YUMA & VERRADO ITS			
					ITS Yuma-237th-Verrado Way			
					CHECK	135968	TOTAL:	5,477.50
135969 06/03/2021 PRD				5284 KTAG, LLC 05772021	05/26/2021 22101132	060321ap		11,300.00
Invoice: 05772021				11,300.00 40011113 543138	SECURITY SYSTEMS FOR WWTPS			
					Access Control Wastewater Plnt			
					CHECK	135969	TOTAL:	11,300.00
135970 06/03/2021 PRD				1605 LAYER 8, LLC 1614	05/16/2021 22101211	060321ap		6,300.00
Invoice: 1614				6,300.00 10001189 520018	Task Order #47 - Field Operation Support			
					General Contractual Services			

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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				
Invoice: 1613				LAYER 8, LLC 1613	05/23/2021	22101236	060321ap	2,000.00
				2,000.00 10004151 521521	MUSEUM - IT CABLING IT Equipment <\$5000			
Invoice: 1615				LAYER 8, LLC 1615	05/30/2021	22101208	060321ap	10,200.00
				10,200.00 40001113 543139	Task Order #45 - Water Production Security Access Control Wtr Prod Well			
				CHECK 135970 TOTAL:				18,500.00
135971 06/03/2021 PRD Invoice: 20210527215				6392 LITCHFIELD TACTICAL, LLC 20210527215	05/27/2021	22100603	060321ap	2,400.00
				2,400.00 10002121 520012	Medical Support Services OPEN Contract Labor			
Invoice: 20210417211				LITCHFIELD TACTICAL, LLC 20210417211	04/17/2021	22100383	060321ap	960.00
				960.00 10002121 520029	OPEN PO - AZ Post Physical Exa Pre-Employment Testing			
Invoice: 20210408004				LITCHFIELD TACTICAL, LLC 20210408004	04/09/2021	22100383	060321ap	405.00
				405.00 10002121 520029	OPEN PO - AZ Post Physical Exa Pre-Employment Testing			
Invoice: 20210316113				LITCHFIELD TACTICAL, LLC 20210316113	03/16/2021	22100383	060321ap	405.00
				405.00 10002121 520029	OPEN PO - AZ Post Physical Exa Pre-Employment Testing			
Invoice: 20210209210				LITCHFIELD TACTICAL, LLC 20210209210	02/04/2021	22100383	060321ap	838.00
				838.00 10002121 520029	OPEN PO - AZ Post Physical Exa Pre-Employment Testing			
				CHECK 135971 TOTAL:				5,008.00
135972 06/03/2021 PRD Invoice: 12816348				1622 LOOMIS 12816348	05/31/2021	22100083	060321ap	498.78
				498.78 10002120 520053	Armored Car Services - Open PO Armored Car Services			
				CHECK 135972 TOTAL:				498.78
135973 06/03/2021 PRD Invoice: 1004				6861 MARICOPA COUNTY LIBRARY DISTRICT 1004	05/14/2021	22101216	060321ap	1,350.00
				1,350.00 10004151 521502	Summer Reading 2021 Advertising Pool - Level 2 Program Supplies			
				CHECK 135973 TOTAL:				1,350.00
135974 06/03/2021 PRD Invoice: 4112				5642 CERTAPRO PAINTERS OF THE WEST VAL 4112	04/28/2021	22101047	060321ap	2,532.00
				2,532.00 10003172 520512	SAIDE REC CENTER PAINTING Building Repairs			

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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	135974	TOTAL:	2,532.00
135975 06/03/2021 PRD 5741 MICHAEL WILSON KELLY-ARCHITECTS L 2019.15.05 Invoice: 2019.15.05	05/31/2021 22000648 060321ap CIP - CHARMAN BUILDING TENANT Charman Bldg Space Plan			5,322.50
5,322.50 50211000 543082				
	CHECK	135975	TOTAL:	5,322.50
135976 06/03/2021 PRD 6451 NESTLE WATERS NORTH AMERICA 01D6700441315 Invoice: 01D6700441315	05/22/2021 22100479 060321ap Bottled Water for PD Stations Operational Supplies			533.05
533.05 10002121 522155				
	CHECK	135976	TOTAL:	533.05
135977 06/03/2021 PRD 1725 NORWOOD EQUIPMENT LLC 64584N Invoice: 64584N	05/19/2021 22100286 060321ap EQUIPMENT MAINTENANCE AND REPA Automotive Expenses			352.29
352.29 38103202 521508				
	CHECK	135977	TOTAL:	352.29
135978 06/03/2021 PRD 999996 AH Deep LLC Invoice: BLDC-19-10087	05/18/2021 060321ap Refund-Applicant purchased wrong size water meters Impact Fee Reimbursement Other Fees			31,032.18
26,792.18 60153220 523052 4,240.00 40003210 436004				
	CHECK	135978	TOTAL:	31,032.18
135979 06/03/2021 PRD 5338 OVERDRIVE, INC 03880CO21234264 Invoice: 03880CO21234264	05/21/2021 22101045 060321ap Open PO for e-Books Library Materials			82.50
82.50 10004151 521550				
Invoice: 03880DA21238310 OVERDRIVE, INC	05/25/2021 22101045 060321ap Open PO for e-Books Library Materials			228.95
228.95 10004151 521550				
	CHECK	135979	TOTAL:	311.45
135980 06/03/2021 PRD 6881 PARTNERSHIP FOR ECONOMIC INNOVATI 2020-SR10 Invoice: 2020-SR10	09/01/2020 22101337 060321ap MEMBERSHIP DUES - CONNECTIVE Dues and Memberships			10,000.00
10,000.00 10001189 526120				
	CHECK	135980	TOTAL:	10,000.00

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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				
135981 06/03/2021 PRD 6815 WHITE TANKS GOJU RYU Invoice: 0006	0006	05/31/2021 22100898	060321ap	210.00
210.00 10004160 520013	SIC-Goju Ryu Karate class Contract Instruc-SIC			
	CHECK	135981 TOTAL:		210.00
135982 06/03/2021 PRD 3024 PBC PHOENIX INC Invoice: 512627	512627	04/30/2021 22100177	060321ap	2,315.56
2,315.56 10003177 520019	FY 20/21 - LIBRARY CUSTODIAL S Custodial Contract			
Invoice: 512614 PBC PHOENIX INC	512614	04/30/2021 22100174	060321ap	153.63
153.63 10003172 520019	FY 20/21 - CITYWIDE CUSTODIAL Custodial Contract			
	CHECK	135982 TOTAL:		2,469.19
135983 06/03/2021 PRD 5574 PRECISION INTEGRATED SYSTEMS, LLC 2390 Invoice: 2390	2390	04/28/2021 22100064	060321ap	205.75
205.75 40003217 520585	PROMINENT MAINTENACE KITS, ANA Treatment Plant O&M			
Invoice: 2416 PRECISION INTEGRATED SYSTEMS, LLC 2416	2416	05/27/2021 22100064	060321ap	2,906.96
794.25 40003217 520585 2,112.71 40003218 520585	PROMINENT MAINTENACE KITS, ANA Treatment Plant O&M Treatment Plant O&M			
	CHECK	135983 TOTAL:		3,112.71
135984 06/03/2021 PRD 5194 RICOH USA, INC. Invoice: 1088364073	1088364073	05/20/2021 22101251	060321ap	71,954.60
71,954.60 10001189 520037	INSTALL STREAMLINE NX v3 (SLNX) Professional Services General			
Invoice: 1088371530 RICOH USA, INC.	1088371530	05/21/2021 22101278	060321ap	5,341.22
5,341.22 10001189 520037	AUTOSTORE 8 and QUICKCAPTURE PRO 8 Professional Services General			
Invoice: 1088371606 RICOH USA, INC.	1088371606	05/21/2021 22101199	060321ap	6,274.12
6,274.12 10001192 541111	RICOH IMC2500 FOR COMMUNITY CENTER Computer Hardware >\$5,000			
Invoice: 9028896278 RICOH USA, INC.	9028896278	05/26/2021 22100885	060321ap	16,280.83
16,280.83 10001189 520020	OPEN PO FOR RICOH SERVICES Mail Service Center			
Invoice: EDD21040287 RICOH USA, INC.	EDD21040287	04/29/2021 22100381	060321ap	2,640.00
2,640.00 10001189 520030	OPEN PO FOR OPENAXES Software Maintenance			
RICOH USA, INC.	EDD21050257	05/26/2021 22100381	060321ap	2,640.00

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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

Invoice: EDD21050257

2,640.00 10001189 520030

OPEN PO FOR OPENAXES

Software Maintenance

CHECK 135984 TOTAL: 105,130.77

135985 06/03/2021 PRD 1842 ROADWAY ELECTRIC LLC 55
Invoice: 55

2,439.00 38103202 520503

05/27/2021 22100776 060321ap

STREET LIGHT MAINTENANCE
Street Lighting O & M

2,439.00

CHECK 135985 TOTAL: 2,439.00

135986 06/03/2021 PRD 5401 SCOTTS AZ ELECTRIC MOTOR REPAIR 122898
Invoice: 122898

937.01 40013224 520543

05/26/2021 22101050 060321ap

FESTIVAL RANCH EQUIPMENT REPAIR AND PURCHASE
WW R&M

937.01

CHECK 135986 TOTAL: 937.01

135987 06/03/2021 PRD 1896 SHAMROCK FOODS COMPANY 101161978
Invoice: 101161978

111.17 35754150 521502

06/01/2021 22100039 060321ap

OPEN PO- Milk for senior meal
Program Supplies/Equipment

111.17

Invoice: 101154132 SHAMROCK FOODS COMPANY 101154132
107.60 35754150 521502

05/25/2021 22100039 060321ap
OPEN PO- Milk for senior meal
Program Supplies/Equipment

107.60

CHECK 135987 TOTAL: 218.77

135988 06/03/2021 PRD 1858 SHI INTERNATIONAL CORP B13368775
Invoice: B13368775

370.99 10005180 520030

04/23/2021 22101172 060321ap

BLUEBEAM/ACROBAT PRO FOR RANDY PROCH
Software Maintenance

370.99

CHECK 135988 TOTAL: 370.99

135989 06/03/2021 PRD 6161 SOUTHERN TIRE MART, LLC 6130045224
Invoice: 6130045224

806.05 10003171 521528
567.36 38103202 521508
402.16 40003210 521508

05/21/2021 22100395 060321ap

TIRES AND TUBES (INCL. RECAPPE
Tires
Automotive Expenses
Automotive Expenses

1,775.57

CHECK 135989 TOTAL: 1,775.57

135990 06/03/2021 PRD 6332 SOUTHWEST SKATING PARTNERS, LLC 053-67910
Invoice: 053-67910

550.00 10004153 520015

05/27/2021 22101305 060321ap
Summer 2021 youth program field trips
Contractual svc BASE

550.00

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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			
				CHECK	135990	TOTAL:		550.00
135991	06/03/2021	PRTD	1966 SUNLAND ASPHALT & CONSTRUCTION IN 81818-4121	04/02/2021	060321ap		2,391.31	
Invoice: 81818-4121				2,391.31 40003350 521514	Asphalt Patching			
					Water Distrib System R&M			
Invoice: 81806-4221				SUNLAND ASPHALT & CONSTRUCTION IN 81806-4221	04/02/2021	060321ap	8,596.59	
				8,596.59 40003350 521514	Asphalt Patching			
					Water Distrib System R&M			
Invoice: 81807-4121				SUNLAND ASPHALT & CONSTRUCTION IN 81807-4121	04/02/2021	060321ap	2,811.25	
				2,811.25 40003350 521514	Asphalt Patching			
					Water Distrib System R&M			
				CHECK	135991	TOTAL:		13,799.15
135992	06/03/2021	PRTD	1977 SYMBOLARTS LLC	0376305-IN	05/07/2021 22100837	060321ap	1,622.53	
Invoice: 0376305-IN				1,622.53 10002121 521922	Uniform Badges (HAT)			
					Uniforms			
				CHECK	135992	TOTAL:		1,622.53
135993	06/03/2021	PRTD	5542 THE LUNSFORD GROUP LLC	1167	06/01/2021 22100049	060321ap	2,500.00	
Invoice: 1167				2,500.00 10001101 520047	Government Relations Advisor			
					Government Relations Program			
				CHECK	135993	TOTAL:		2,500.00
135994	06/03/2021	PRTD	3069 MISCO WATER	16024AZBR	05/27/2021 22100984	060321ap	15,116.36	
Invoice: 16024AZBR				15,116.36 40013223 541070	ACTUATOR VALVSE FOR TARTESSO ANOXIC BASINS			
					Other Equipment >\$5,000			
				CHECK	135994	TOTAL:		15,116.36
135995	06/03/2021	PRTD	1704 NATIONAL HAZARD CONTROL	2060	04/26/2021 22100657	060321ap	259.32	
Invoice: 2060				259.32 10002121 520005	Crime Scene Cleanup OPEN PO			
					Crime Scene Clean-Up			
				CHECK	135995	TOTAL:		259.32
135996	06/03/2021	PRTD	2029 U.S. PAYMENTS, LLC	104007	05/27/2021	060321ap	25,141.00	
Invoice: 104007				25,141.00 4000 201050	Reimbursement to U.S. Payments			
					US Payment Reimbursement			

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	CASH IN BANK	CHECKING	INVOICE	INV DATE	PO	CHECK	NET
						INVOICE DTL	DESC			
						CHECK	135996	TOTAL:		25,141.00
135997	06/03/2021	PRTD	2035 UNIFIRST CORPORATION			3152356034	02/24/2021	22100040	060321ap	5.18
Invoice: 3152356034						5.18 35754150 523017	OPEN PO- Kitchen towels & apro Space			
Invoice: 3152373199						5.62 35754150 523017	04/07/2021 22100040 060321ap OPEN PO- Kitchen towels & apro Space			5.62
Invoice: 3152327299						5.49 35754150 523017	12/16/2020 22100040 060321ap OPEN PO- Kitchen towels & apro Space			5.49
Invoice: 3152341653						9.47 35754150 523017	01/20/2021 22100040 060321ap OPEN PO- Kitchen towels & apro Space			9.47
Invoice: 3152312935						9.47 35754150 523017	11/11/2020 22100040 060321ap OPEN PO- Kitchen towels & apro Space			9.47
Invoice: 3152344543						5.18 35754150 523017	01/27/2021 22100040 060321ap OPEN PO- Kitchen towels & apro Space			5.18
Invoice: 3152350311						5.18 35754150 523017	02/10/2021 22100040 060321ap OPEN PO- Kitchen towels & apro Space			5.18
Invoice: 3152361753						5.18 35754150 523017	03/10/2021 22100040 060321ap OPEN PO- Kitchen towels & apro Space			5.18
						CHECK	135997	TOTAL:		50.77
135998	06/03/2021	PRTD	5605 NAPA AUTO PARTS			04302021	04/30/2021	22100365	060321ap	1,872.50
Invoice: 04302021						1,190.07 10003171 522155	AUTOMOTIVE AND TRAILER EQUIPME			
						456.33 38103202 521508	Operational Supplies			
						216.65 40003210 521508	Automotive Expenses			
						9.45 40013220 521508	Automotive Expenses			
						CHECK	135998	TOTAL:		1,872.50
135999	06/03/2021	PRTD	6384 VIASUN CORPORATION			212009-01	05/15/2021		060321ap	413,770.62
Invoice: 212009-01						413,770.62 50203170 520601	Crack seal for District #4 Pavement Maintenance			

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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	135999	TOTAL:		413,770.62
136000	06/03/2021	PRTD	6158 VOIANCE LANGUAGE SERVICES, LLC	1328882	05/31/2021	22100084	060321ap	1.18
Invoice: 1328882				1.18 10002121 520052	Open PO - Translation Assistan Specialized/Comp Rel Services			
				CHECK	136000	TOTAL:		1.18
136001	06/03/2021	PRTD	5425 VORTEX INDUSTRIES	20-1496954	05/24/2021	22101001	060321ap	999.00
Invoice: 20-1496954				999.00 10003172 520512	BUCKEYE AIRPORT -SKY DIVING DOOR Building Repairs			
Invoice: 20-1508319				4,295.00 10003172 520512	05/24/2021 22101101 060321ap QUAD HANGAR Building Repairs			4,295.00
Invoice: 20-1508314				999.00 10003172 520512	05/24/2021 22101262 060321ap BUCKEYE AIRPORT Building Repairs			999.00
Invoice: 20-1496955				2,999.12 10003172 520512	05/24/2021 22101004 060321ap BUCKEYE AIRPORT- REPAIR OF HANGAR DOOR Building Repairs			2,999.12
Invoice: 20-1496957				2,999.12 10003172 520512	05/24/2021 22101106 060321ap HANGAR DOOR CASTERS (SW CORNER) Building Repairs			2,999.12
Invoice: 20-1510740				992.78 10003172 520525	05/24/2021 22100388 060321ap FY 20/21 - CITYWIDE DOOR MAINT Hardware Maintenance			992.78
				CHECK	136001	TOTAL:		13,284.02
136002	06/03/2021	PRTD	2071 W.W. GRAINGER, INC	9876757080	04/21/2021	22100090	060321ap	334.45
Invoice: 9876757080				334.45 40003213 520577	PARTS AND MATERIALS FOR WATER Reservoir/Booster Maint/Repair			
Invoice: 9889019668				73.84 40003214 520577	05/04/2021 22100090 060321ap PARTS AND MATERIALS FOR WATER Reservoir/Booster Maint/Repair			73.84
				CHECK	136002	TOTAL:		408.29
136003	06/03/2021	PRTD	2080 WAXIE SANITARY SUPPLY	80043716	05/27/2021	22100173	060321ap	2,597.43
Invoice: 80043716				2,597.43 10003172 520019	FY 20/21 - CITYWIDE JANITORIAL Custodial Contract			

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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 136003 TOTAL: 2,597.43

136004 06/03/2021 PRD 2104 WHOLESALE FLOORS LLC
 Invoice: 55997-1-AIA

55997-1-AIA

05/31/2021 22101058 060321ap

2,281.03

WEIGHT ROOM - FIRE STATION #702
 Building Repairs

2,281.03 10003172 520512

CHECK 136004 TOTAL: 2,281.03

136005 06/03/2021 PRD 6835 WORKFLOW CONCEPTS, INC
 Invoice: 3168

3168

05/27/2021 22101264 060321ap

22,125.00

Consulting Services
 Professional Services General
 Professional Services General

11,062.50 40003210 520037
 11,062.50 40013220 520037

Invoice: 3167 WORKFLOW CONCEPTS, INC

3167

05/27/2021 22101009 060321ap

14,107.93

CONSULTING SERVICES
 Professional Services General
 Professional Services General

7,053.97 40003210 520037
 7,053.96 40013220 520037

CHECK 136005 TOTAL: 36,232.93

NUMBER OF CHECKS 100 *** CASH ACCOUNT TOTAL *** 7,249,861.03

COUNT

AMOUNT

TOTAL PRINTED CHECKS

100

7,249,861.03

*** GRAND TOTAL *** 7,249,861.03

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 JOURNAL ENTRIES TO BE CREATED

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CLERK: dneuman

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021 12 149	APP 1000-201000	06/03/2021	060321ap	ap0603			Accounts Payable		557,145.56	
							AP CASH DISBURSEMENTS JOURNAL			
APP 9999-104000	06/03/2021	060321ap	ap0603				Cash in Bank - Checking			7,249,861.03
							AP CASH DISBURSEMENTS JOURNAL			
APP 3052-201000	06/03/2021	060321ap	ap0603				Accounts Payable		2,635.60	
							AP CASH DISBURSEMENTS JOURNAL			
APP 4000-201000	06/03/2021	060321ap	ap0603				Accounts Payable		5,713,835.30	
							AP CASH DISBURSEMENTS JOURNAL			
APP 4001-201000	06/03/2021	060321ap	ap0603				Accounts Payable		104,431.21	
							AP CASH DISBURSEMENTS JOURNAL			
APP 5021-201000	06/03/2021	060321ap	ap0603				Accounts Payable		184,573.27	
							AP CASH DISBURSEMENTS JOURNAL			
APP 3810-201000	06/03/2021	060321ap	ap0603				Accounts Payable		240,921.35	
							AP CASH DISBURSEMENTS JOURNAL			
APP 4005-201000	06/03/2021	060321ap	ap0603				Accounts Payable		283.40	
							AP CASH DISBURSEMENTS JOURNAL			
APP 3573-201000	06/03/2021	060321ap	ap0603				Accounts Payable		5,203.00	
							AP CASH DISBURSEMENTS JOURNAL			
APP 6015-201000	06/03/2021	060321ap	ap0603				Accounts Payable		26,792.18	
							AP CASH DISBURSEMENTS JOURNAL			
APP 3575-201000	06/03/2021	060321ap	ap0603				Accounts Payable		269.54	
							AP CASH DISBURSEMENTS JOURNAL			
APP 5020-201000	06/03/2021	060321ap	ap0603				Accounts Payable		413,770.62	
							AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL									7,249,861.03	7,249,861.03
APP 9999-201010	06/03/2021	060321ap	ap0603				DT DF		7,249,861.03	
APP 1000-101010	06/03/2021	060321ap	ap0603				Pooled Cash Equity			557,145.56
APP 3052-101010	06/03/2021	060321ap	ap0603				Pooled Cash Equity			2,635.60
APP 4000-101010	06/03/2021	060321ap	ap0603				Pooled Cash Equity			5,713,835.30
APP 4001-101010	06/03/2021	060321ap	ap0603				Pooled Cash Equity			104,431.21
APP 5021-101010	06/03/2021	060321ap	ap0603				Pooled Cash Equity			184,573.27
APP 3810-101010	06/03/2021	060321ap	ap0603				Pooled Cash Equity			240,921.35
APP 4005-101010	06/03/2021	060321ap	ap0603				Pooled Cash Equity			283.40
APP 3573-101010	06/03/2021	060321ap	ap0603				Pooled Cash Equity			5,203.00
APP 6015-101010	06/03/2021	060321ap	ap0603				Pooled Cash Equity			26,792.18

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JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL								
SRC ACCOUNT									
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT	
06/03/2021	060321ap	ap0603							
APP 3575-101010					Pooled Cash Equity			269.54	
06/03/2021	060321ap	ap0603							
APP 5020-101010					Pooled Cash Equity			413,770.62	
06/03/2021	060321ap	ap0603							
SYSTEM GENERATED ENTRIES TOTAL							7,249,861.03	7,249,861.03	
JOURNAL 2021/12/149 TOTAL							14,499,722.06	14,499,722.06	

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund 1000-101010 1000-201000	2021 12	149	06/03/2021	Pooled Cash Equity Accounts Payable	557,145.56	557,145.56
				FUND TOTAL	557,145.56	557,145.56
3052 Impound Fund 3052-101010 3052-201000	2021 12	149	06/03/2021	Pooled Cash Equity Accounts Payable	2,635.60	2,635.60
				FUND TOTAL	2,635.60	2,635.60
3573 Police Department Grants 3573-101010 3573-201000	2021 12	149	06/03/2021	Pooled Cash Equity Accounts Payable	5,203.00	5,203.00
				FUND TOTAL	5,203.00	5,203.00
3575 Area Agency on Aging 3575-101010 3575-201000	2021 12	149	06/03/2021	Pooled Cash Equity Accounts Payable	269.54	269.54
				FUND TOTAL	269.54	269.54
3810 Highway User Revenue Fund 3810-101010 3810-201000	2021 12	149	06/03/2021	Pooled Cash Equity Accounts Payable	240,921.35	240,921.35
				FUND TOTAL	240,921.35	240,921.35
4000 Water Utility Fund 4000-101010 4000-201000	2021 12	149	06/03/2021	Pooled Cash Equity Accounts Payable	5,713,835.30	5,713,835.30
				FUND TOTAL	5,713,835.30	5,713,835.30
4001 Wastewater Fund 4001-101010 4001-201000	2021 12	149	06/03/2021	Pooled Cash Equity Accounts Payable	104,431.21	104,431.21
				FUND TOTAL	104,431.21	104,431.21
4005 Environmental Services 4005-101010 4005-201000	2021 12	149	06/03/2021	Pooled Cash Equity Accounts Payable	283.40	283.40
				FUND TOTAL	283.40	283.40
5020 Roadway Construction	2021 12	149	06/03/2021			

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF	DATE	DEBIT	CREDIT
ACCOUNT					ACCOUNT DESCRIPTION		
5020-101010					Pooled Cash Equity		413,770.62
5020-201000					Accounts Payable	413,770.62	
						-----	-----
					FUND TOTAL	413,770.62	413,770.62
5021 CIP General	2021	12	149	06/03/2021			
5021-101010					Pooled Cash Equity		184,573.27
5021-201000					Accounts Payable	184,573.27	
						-----	-----
					FUND TOTAL	184,573.27	184,573.27
6015 Imp Fees Wastewater Facilities	2021	12	149	06/03/2021			
6015-101010					Pooled Cash Equity		26,792.18
6015-201000					Accounts Payable	26,792.18	
						-----	-----
					FUND TOTAL	26,792.18	26,792.18
9999 Pooled Cash	2021	12	149	06/03/2021			
9999-104000					Cash in Bank - Checking		7,249,861.03
9999-201010					DT DF	7,249,861.03	
						-----	-----
					FUND TOTAL	7,249,861.03	7,249,861.03

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 JOURNAL ENTRIES TO BE CREATED

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FUND	DUE TO	DUE FR
1000 General Fund		557,145.56
3052 Impound Fund		2,635.60
3573 Police Department Grants		5,203.00
3575 Area Agency on Aging		269.54
3810 Highway User Revenue Fund		240,921.35
4000 Water Utility Fund		5,713,835.30
4001 Wastewater Fund		104,431.21
4005 Environmental Services		283.40
5020 Roadway Construction		413,770.62
5021 CIP General		184,573.27
6015 Imp Fees Wastewater Facilities		26,792.18
9999 Pooled Cash	7,249,861.03	
	-----	-----
TOTAL	7,249,861.03	7,249,861.03

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

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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				
136031 06/03/2021 PRTD 999996 Andrew and Robin Bunn BLDR1912796 Invoice: BLDR1912796	06/01/2021		060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136031	TOTAL:	653.10
136032 06/03/2021 PRTD 999996 Andrew Manuel Ceasar Ames BLDR1912923 Invoice: BLDR1912923	06/01/2021		060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136032	TOTAL:	653.10
136033 06/03/2021 PRTD 999996 Anthony Hernandez and Alexis Juli BLDR1912879 Invoice: BLDR1912879	06/01/2021		060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136033	TOTAL:	653.10
136034 06/03/2021 PRTD 999996 Anthony Jones and Tanita King BLDR1912908 Invoice: BLDR1912908	06/01/2021		060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136034	TOTAL:	653.10
136035 06/03/2021 PRTD 999996 Antonio and Cynthia Jasso BLDR1912905 Invoice: BLDR1912905	06/01/2021		060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136035	TOTAL:	653.10
136036 06/03/2021 PRTD 999996 Armando and Anysia Rodriguez BLDR1913179 Invoice: BLDR1913179	06/01/2021		060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136036	TOTAL:	653.10
136037 06/03/2021 PRTD 999996 Artem A Isparyan BLDR1912738 Invoice: BLDR1912738	06/01/2021		060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136037	TOTAL:	653.10
136038 06/03/2021 PRTD 999996 Arthur H St. Martin and Frances M BLDR1913025 Invoice: BLDR1913025	06/01/2021		060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			

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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	136038	TOTAL:	653.10
136039 06/03/2021 PRTD 999996 Auto Zone Parts Inc Invoice: BLDC1910101	BLDC1910101	06/01/2021	060321ds	284.27
284.27 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136039	TOTAL:	284.27
136040 06/03/2021 PRTD 999996 AV Homes of Arizona LLC Invoice: BLDR1912197	BLDR1912197	06/01/2021	060321ds	91.00
91.00 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136040	TOTAL:	91.00
136041 06/03/2021 PRTD 999996 Brian Vaughn Santos Tuncap Jr Invoice: BLDR1912936	BLDR1912936	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136041	TOTAL:	653.10
136042 06/03/2021 PRTD 999996 Celina Madrid Invoice: BLDR2013285	BLDR2013285	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136042	TOTAL:	653.10
136043 06/03/2021 PRTD 999996 Christopher Ryan Hill Invoice: BLDR1913255	BLDR1913255	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136043	TOTAL:	653.10
136044 06/03/2021 PRTD 999996 Daleana M Gill Invoice: BLDR1912912	BLDR1912912	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136044	TOTAL:	653.10
136045 06/03/2021 PRTD 999996 David Lee Soto Jr and Jecenia San Invoice: BLDR1912906	BLDR1912906	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			

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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	136045	TOTAL:	653.10
136046 06/03/2021 PRD 999996 David Michael Tafs Invoice: BLDR1912880	BLDR1912880	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136046	TOTAL:	653.10
136047 06/03/2021 PRD 999996 Donald George Acevedo II and Bren Invoice: BLDR1913189	BLDR1913189	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136047	TOTAL:	653.10
136048 06/03/2021 PRD 999996 Edwing Oswaldo Diaz Mejia Invoice: BLDR1912992	BLDR1912992	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136048	TOTAL:	653.10
136049 06/03/2021 PRD 999996 Fernando Rodriguez and Brianna Em Invoice: BLDR1912881	BLDR1912881	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136049	TOTAL:	653.10
136050 06/03/2021 PRD 999996 Frank and Patty Bolka Living Trus Invoice: BLDR1912733	BLDR1912733	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136050	TOTAL:	653.10
136051 06/03/2021 PRD 999996 Geoffrey and Brenda Engleman Invoice: BLDR1912886	BLDR1912886	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136051	TOTAL:	653.10
136052 06/03/2021 PRD 999996 Gerardo and Rosalba Solis Invoice: BLDR1912477	BLDR1912477	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136052	TOTAL:	653.10

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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				
136053 06/03/2021 PRTD 999996 Guerrero Legends Family Trust Invoice: BLDR1912478	BLDR1912478	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136053 TOTAL:		653.10
136054 06/03/2021 PRTD 999996 Henry and Trinetta Cannon Invoice: BLDR2013251	BLDR2013251	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136054 TOTAL:		653.10
136055 06/03/2021 PRTD 999996 IH6 Property Phoenix LP Invoice: BLDR1912903	BLDR1912903	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136055 TOTAL:		653.10
136056 06/03/2021 PRTD 999996 IH6 Property Phoenix LP Invoice: BLDR1912798	BLDR1912798	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136056 TOTAL:		653.10
136057 06/03/2021 PRTD 999996 IH6 Property Phoenix LP Invoice: BLDR1912807	BLDR1912807	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136057 TOTAL:		653.10
136058 06/03/2021 PRTD 999996 IH6 Property Phoenix LP Invoice: BLDR1912806	BLDR1912806	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136058 TOTAL:		653.10
136059 06/03/2021 PRTD 999996 IH6 Property Phoenix LP Invoice: BLDR1912898	BLDR1912898	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136059 TOTAL:		653.10

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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				
136060 06/03/2021 PRTD 999996 Ira Levern Slater II Invoice: BLDR1913000	BLDR1913000	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136060	TOTAL:	653.10
136061 06/03/2021 PRTD 999996 James Nielsen Invoice: BLDR2013293	BLDR2013293	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136061	TOTAL:	653.10
136062 06/03/2021 PRTD 999996 James R Odom Invoice: BLDR1912942	BLDR1912942	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136062	TOTAL:	653.10
136063 06/03/2021 PRTD 999996 Jason Hill Invoice: BLDR1913222	BLDR1913222	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136063	TOTAL:	653.10
136064 06/03/2021 PRTD 999996 Jess Carter Poteat and Shannon Mu Invoice: BLDR1912904	BLDR1912904	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136064	TOTAL:	653.10
136065 06/03/2021 PRTD 999996 Jesse J Silva Invoice: BLDR1912875	BLDR1912875	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136065	TOTAL:	653.10
136066 06/03/2021 PRTD 999996 Joanna Carbajal and Rafael Jose C Invoice: BLDR1913187	BLDR1913187	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136066	TOTAL:	653.10

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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				
136067 06/03/2021 PRTD 999996 Joanna Poindexter and Shawn Bussk BLDR1912909 Invoice: BLDR1912909	06/01/2021		060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136067	TOTAL:	653.10
136068 06/03/2021 PRTD 999996 Joel and Susie Rodriguez BLDR1912953 Invoice: BLDR1912953	06/01/2021		060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136068	TOTAL:	653.10
136069 06/03/2021 PRTD 999996 John Brandon Jackson BLDR1913254 Invoice: BLDR1913254	06/01/2021		060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136069	TOTAL:	653.10
136070 06/03/2021 PRTD 999996 Jovani K Carlo BLDR1912802 Invoice: BLDR1912802	06/01/2021		060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136070	TOTAL:	653.10
136071 06/03/2021 PRTD 999996 KB Home Phoenix Inc BLDR1911776 Invoice: BLDR1911776	06/01/2021		060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136071	TOTAL:	653.10
136072 06/03/2021 PRTD 999996 KB Home Phoenix Inc BLDR1911777 Invoice: BLDR1911777	06/01/2021		060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136072	TOTAL:	653.10
136073 06/03/2021 PRTD 999996 Keith and Michelle Lowe BLDR2013252 Invoice: BLDR2013252	06/01/2021		060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136073	TOTAL:	653.10

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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				
136074 06/03/2021 PRTD 999996 Kellie Ann Braico Invoice: BLDR1913257	BLDR1913257	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136074	TOTAL:	653.10
136075 06/03/2021 PRTD 999996 Kirk Patrick Bechtold Invoice: BLDR1912203	BLDR1912203	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136075	TOTAL:	653.10
136076 06/03/2021 PRTD 999996 Lennar Arizona Inc Invoice: BLDR1912801	BLDR1912801	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136076	TOTAL:	653.10
136077 06/03/2021 PRTD 999996 Lenny Renojo Sapp-Dillery Invoice: BLDR1912883	BLDR1912883	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136077	TOTAL:	653.10
136078 06/03/2021 PRTD 999996 LGI Homes Arizona LLC Invoice: BLDR1912921	BLDR1912921	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136078	TOTAL:	653.10
136079 06/03/2021 PRTD 999996 Loredana A Jovel Invoice: BLDR1912993	BLDR1912993	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136079	TOTAL:	653.10
136080 06/03/2021 PRTD 999996 Luis and Estela May Invoice: BLDR1912824	BLDR1912824	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136080	TOTAL:	653.10

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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				
136081 06/03/2021 PRTD 999996 Luis Arturo Ojeda Rios Invoice: BLDR1912954	BLDR1912954	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136081	TOTAL:	653.10
136082 06/03/2021 PRTD 999996 Makaela N Howerton Invoice: BLDR1913098	BLDR1913098	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136082	TOTAL:	653.10
136083 06/03/2021 PRTD 999996 Metropolitan Investment Group LLC Invoice: BLDR1912986	BLDR1912986	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136083	TOTAL:	653.10
136084 06/03/2021 PRTD 999996 Metropolitan Investment Group LLC Invoice: BLDR1913078	BLDR1913078	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136084	TOTAL:	653.10
136085 06/03/2021 PRTD 999996 Michael and Alma Mallum Invoice: BLDR2013287	BLDR2013287	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136085	TOTAL:	653.10
136086 06/03/2021 PRTD 999996 Michael E Robbins Invoice: BLDR1912964	BLDR1912964	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136086	TOTAL:	653.10
136087 06/03/2021 PRTD 999996 Mickey L Cruz Invoice: BLDR1912671	BLDR1912671	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136087	TOTAL:	653.10

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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				
136088 06/03/2021 PRTD 999996 Miguel Garcia Invoice: BLDR1913134	BLDR1913134	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136088	TOTAL:	653.10
136089 06/03/2021 PRTD 999996 Phillip and Cari Ludlow Invoice: BLDR2013348	BLDR2013348	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136089	TOTAL:	653.10
136090 06/03/2021 PRTD 999996 Preston James Scott Invoice: BLDR1912907	BLDR1912907	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136090	TOTAL:	653.10
136091 06/03/2021 PRTD 999996 Pulte Home Company LLC Invoice: BLDR1912876	BLDR1912876	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136091	TOTAL:	653.10
136092 06/03/2021 PRTD 999996 Pulte Home Company LLC Invoice: BLDR1912887	BLDR1912887	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136092	TOTAL:	653.10
136093 06/03/2021 PRTD 999996 Pulte Home Company LLC Invoice: BLDR1912884	BLDR1912884	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136093	TOTAL:	653.10
136094 06/03/2021 PRTD 999996 Pulte Home Company LLC Invoice: BLDR1912889	BLDR1912889	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136094	TOTAL:	653.10

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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				
136095 06/03/2021 PRTD 999996 Quinten A Qualm Invoice: BLDR1912938	BLDR1912938	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136095 TOTAL:		653.10
136096 06/03/2021 PRTD 999996 Ramon and Pearla Altamirano Invoice: BLDR1912940	BLDR1912940	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136096 TOTAL:		653.10
136097 06/03/2021 PRTD 999996 Renee L Torres Invoice: BLDR1913104	BLDR1913104	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136097 TOTAL:		653.10
136098 06/03/2021 PRTD 999996 Richard and Jennifer Bastanchury Invoice: BLDR1912965	BLDR1912965	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136098 TOTAL:		653.10
136099 06/03/2021 PRTD 999996 Richmond American Homes of Arizon Invoice: BLDR1913058	BLDR1913058	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136099 TOTAL:		653.10
136100 06/03/2021 PRTD 999996 Richmond American Homes of Arizon Invoice: BLDR1913060	BLDR1913060	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136100 TOTAL:		653.10
136101 06/03/2021 PRTD 999996 Roberto A Iguaran Invoice: BLDR1913199	BLDR1913199	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136101 TOTAL:		653.10

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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				
136102 06/03/2021 PRTD 999996 Ronald G Nunez Invoice: BLDR1912944	BLDR1912944	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136102	TOTAL:	653.10
136103 06/03/2021 PRTD 999996 Stephanie Murray Invoice: BLDR1913256	BLDR1913256	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136103	TOTAL:	653.10
136104 06/03/2021 PRTD 999996 Steven and Kourtnee Garner Invoice: BLDR1912764	BLDR1912764	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136104	TOTAL:	653.10
136105 06/03/2021 PRTD 999996 Timothy Allen Brown Invoice: BLDR1912741	BLDR1912741	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136105	TOTAL:	653.10
136106 06/03/2021 PRTD 999996 Tyler and Jenna Arevalo Invoice: BLDR2013290	BLDR2013290	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136106	TOTAL:	653.10
136107 06/03/2021 PRTD 999996 Tysen Roy Mckinney and Gabriella Invoice: BLDR2013291	BLDR2013291	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136107	TOTAL:	653.10
136108 06/03/2021 PRTD 999996 Victor and Cynthia Tello Invoice: BLDR1913198	BLDR1913198	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136108	TOTAL:	653.10

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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				
136109 06/03/2021 PRTD 999996 wade and Jessica Harvey Invoice: BLDR1913105	BLDR1913105	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136109 TOTAL:		653.10
136110 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR2013383	BLDR2013383	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136110 TOTAL:		653.10
136111 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR2013382	BLDR2013382	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136111 TOTAL:		653.10
136112 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR2013381	BLDR2013381	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136112 TOTAL:		653.10
136113 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR2013380	BLDR2013380	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136113 TOTAL:		653.10
136114 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR2013379	BLDR2013379	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136114 TOTAL:		653.10
136115 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR2013375	BLDR2013375	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136115 TOTAL:		653.10

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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				
136116 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR2013372	BLDR2013372	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136116	TOTAL:	653.10
136117 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR2013370	BLDR2013370	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136117	TOTAL:	653.10
136118 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR2013369	BLDR2013369	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136118	TOTAL:	653.10
136119 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR2013367	BLDR2013367	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136119	TOTAL:	653.10
136120 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR2013364	BLDR2013364	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136120	TOTAL:	653.10
136121 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR2013362	BLDR2013362	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136121	TOTAL:	653.10
136122 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR2013361	BLDR2013361	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136122	TOTAL:	653.10

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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				
136123 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR1912928	BLDR1912928	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136123	TOTAL:	653.10
136124 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR1912929	BLDR1912929	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136124	TOTAL:	653.10
136125 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR1912927	BLDR1912927	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136125	TOTAL:	653.10
136126 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR1912948	BLDR1912948	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136126	TOTAL:	653.10
136127 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR1912913	BLDR1912913	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136127	TOTAL:	653.10
136128 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR1912911	BLDR1912911	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136128	TOTAL:	653.10
136129 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR1912910	BLDR1912910	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136129	TOTAL:	653.10

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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				
136130 06/03/2021 PRD 999996 westpark OZ Ventures LLC Invoice: BLDR1912959	BLDR1912959	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136130	TOTAL:	653.10
136131 06/03/2021 PRD 999996 westpark OZ Ventures LLC Invoice: BLDR2013359	BLDR2013359	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136131	TOTAL:	653.10
136132 06/03/2021 PRD 999996 westpark OZ Ventures LLC Invoice: BLDR1912958	BLDR1912958	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136132	TOTAL:	653.10
136133 06/03/2021 PRD 999996 westpark OZ Ventures LLC Invoice: BLDR1912916	BLDR1912916	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136133	TOTAL:	653.10
136134 06/03/2021 PRD 999996 westpark OZ Ventures LLC Invoice: BLDR2013358	BLDR2013358	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136134	TOTAL:	653.10
136135 06/03/2021 PRD 999996 westpark OZ Ventures LLC Invoice: BLDR1912957	BLDR1912957	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136135	TOTAL:	653.10
136136 06/03/2021 PRD 999996 westpark OZ Ventures LLC Invoice: BLDR1912917	BLDR1912917	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136136	TOTAL:	653.10

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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				
136137 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR2013384	BLDR2013384	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136137	TOTAL:	653.10
136138 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR2013357	BLDR2013357	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136138	TOTAL:	653.10
136139 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR1912956	BLDR1912956	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136139	TOTAL:	653.10
136140 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR1912918	BLDR1912918	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136140	TOTAL:	653.10
136141 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR2013356	BLDR2013356	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136141	TOTAL:	653.10
136142 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR1912955	BLDR1912955	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136142	TOTAL:	653.10
136143 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR1912919	BLDR1912919	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136143	TOTAL:	653.10

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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				
136144 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR2013354	BLDR2013354	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136144	TOTAL:	653.10
136145 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR1912950	BLDR1912950	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136145	TOTAL:	653.10
136146 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR2013353	BLDR2013353	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136146	TOTAL:	653.10
136147 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR1912922	BLDR1912922	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136147	TOTAL:	653.10
136148 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR1912924	BLDR1912924	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136148	TOTAL:	653.10
136149 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR1912925	BLDR1912925	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136149	TOTAL:	653.10
136150 06/03/2021 PRTD 999996 westpark OZ Ventures LLC Invoice: BLDR1912926	BLDR1912926	06/01/2021	060321ds	653.10
653.10 60114151 523052	CE Library Impact Fee Refund Impact Fee Reimbursement			
	CHECK	136150	TOTAL:	653.10

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NUMBER OF CHECKS 120 *** CASH ACCOUNT TOTAL *** 77,441.07

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	120	77,441.07

*** GRAND TOTAL *** 77,441.07

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 JOURNAL ENTRIES TO BE CREATED

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CLERK: dnewman

YEAR PER	JNL						ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL	DESC	REF 1	REF 2	REF 3	LINE DESC			
2021 12 164										
APP 6011-201000	06/03/2021	060321ds	ds0603				Accounts Payable		77,441.07	
							AP CASH DISBURSEMENTS JOURNAL			
APP 9999-104000	06/03/2021	060321ds	ds0603				Cash in Bank - Checking			77,441.07
							AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL									77,441.07	77,441.07
APP 9999-201010	06/03/2021	060321ds	ds0603				DT DF		77,441.07	
APP 6011-101010	06/03/2021	060321ds	ds0603				Pooled Cash Equity			77,441.07
SYSTEM GENERATED ENTRIES TOTAL									77,441.07	77,441.07
JOURNAL 2021/12/164 TOTAL									154,882.14	154,882.14

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
6011 Impact Fees Library Facilities	2021 12	164	06/03/2021			
6011-101010				Pooled Cash Equity		77,441.07
6011-201000				Accounts Payable	77,441.07	
				FUND TOTAL	77,441.07	77,441.07
9999 Pooled Cash	2021 12	164	06/03/2021			
9999-104000				Cash in Bank - Checking		77,441.07
9999-201010				DT DF	77,441.07	
				FUND TOTAL	77,441.07	77,441.07

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
6011 Impact Fees Library Facilities			77,441.07
9999 Pooled Cash		77,441.07	
	TOTAL	77,441.07	77,441.07

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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				
135800 05/25/2021 PRD 1177 ARIZONA PUBLIC SERVICE May 12, 2021	05/25/2021		052521r	38.05
Invoice: May 12, 2021	Service#0522978701			
38.05 40003213 526010	Electric - Utility			
Invoice: May 2021	05/25/2021		052521r	38,895.15
38,895.15 38103202 521700	acct 9189451000			
	Street Lighting Base Charges			
Invoice: May -2021	05/25/2021		052521r	26,169.72
	slids electric			
2,363.14 31503170 527012	SLID 1 Operations			
2,049.13 31503170 527010	2006-SLID-001 Operations			
2,033.37 31503170 527024	2006-SLID-003 Operations			
1,974.92 31503170 527011	2006-SLID-007 Operations			
620.60 31503170 527013	2006-SLID-008 Operations			
2,972.54 31503170 527014	2006-SLID-011 Operations			
1,062.83 31503170 527015	2006-SLID-015 Operations			
1,206.32 31503170 527016	2006-SLID-016 Operations			
794.49 31503170 527017	2006-SLID-017 Operations			
2,159.65 31503170 527018	2006-SLID-019 Operations			
626.98 31503170 527023	2006-SLID-009 Operations			
304.90 31503170 527020	2007-SLID-001 Operations			
191.94 31503170 527021	2007-SLID-002 Operations			
302.69 31503170 527022	2007-SLID-003 Operations			
671.78 31503170 527025	2007-SLID-010 Operations			
487.73 31503170 527026	2007-SLID-013 Operations			
351.75 31503170 527027	2007-SLID-021 Operations			
298.05 31503170 527032	2009-SLID-02A Operations			
115.33 31503170 527029	2011-SLID-001 Operations			
1,096.26 31503170 527031	2013-SLID-002 Operations			
2,044.39 31503170 527030	2012-SLID-002 Operations			
507.81 38103202 521700	Street Lighting Base Charges			
675.49 31503170 527033	2015-SLID-001 Operations			
568.20 31503170 527034	2017-SLID-003 Operations			
689.43 31503170 527036	2018-SLID-001 Operations			
CHECK 135800 TOTAL:				65,102.92
135801 05/25/2021 PRD 6048 CENTURYLINK COMMUNICATIONS, LLC MAY20211	05/25/2021		052521r	4,003.21
Invoice: MAY20211	J6231114145788m			
4,003.21 10001189 520032	Telecom Services			
CHECK 135801 TOTAL:				4,003.21
135802 05/25/2021 PRD 5096 CITY OF GOODYEAR 403741	05/25/2021		052521r	8,420.73
Invoice: 403741	Account 5931-112547			
8,420.73 40003210 526024	Purchased Water			

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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	135802	TOTAL:		8,420.73
135803	05/25/2021	PRTD	1333 COX BUSINESS	May. 2021	05/25/2021		052521r	312.61
				Invoice: May. 2021	Accnt# 0028501152148801			
				312.61 10001189 520032	Telecom Services			
					CHECK	135803	TOTAL:	312.61
135804	05/25/2021	PRTD	6395 FIDELITY SECURITY LIFE INSURANCE	May2021	05/25/2021		052521r	4,430.66
				Invoice: May2021	Vision Ins - Eyemed Opt 1 & 2			
				4,430.66 1030 216600	Vision Insurance			
				Invoice: May. 2021	05/25/2021		052521r	73.06
				FIDELITY SECURITY LIFE INSURANCE	EYEMED Option 1 & 2- COBRA			
				73.06 1030 216600	Vision Insurance			
					CHECK	135804	TOTAL:	4,503.72
135805	05/25/2021	PRTD	5498 PFM ASSET MANAGEMENT LLC	SMA-M0421-23728	05/25/2021		052521r	6,229.23
				Invoice: SMA-M0421-23728	investment advisory services			
				6,229.23 10001110 523032	Investment Fees			
					CHECK	135805	TOTAL:	6,229.23
135806	05/25/2021	PRTD	1881 SECRETARY OF STATE	N. Young	12/10/2020		052521r	43.00
				Invoice: N. Young	Notary Application for Naara Young			
				43.00 10002121 526120	Dues and Memberships			
					CHECK	135806	TOTAL:	43.00
				NUMBER OF CHECKS	7	*** CASH ACCOUNT TOTAL ***		88,615.42
					COUNT	AMOUNT		
				TOTAL PRINTED CHECKS	7	88,615.42		
					*** GRAND TOTAL ***			88,615.42

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 JOURNAL ENTRIES TO BE CREATED

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CLERK: dneuman

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021 11 921	APP 4000-201000	05/25/2021	052521r	r05252			Accounts Payable AP CASH DISBURSEMENTS JOURNAL		8,458.78	
APP 9999-104000	05/25/2021	052521r	r05252				Cash in Bank - Checking AP CASH DISBURSEMENTS JOURNAL			88,615.42
APP 3810-201000	05/25/2021	052521r	r05252				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		39,402.96	
APP 3150-201000	05/25/2021	052521r	r05252				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		25,661.91	
APP 1000-201000	05/25/2021	052521r	r05252				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		10,588.05	
APP 1030-201000	05/25/2021	052521r	r05252				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		4,503.72	
GENERAL LEDGER TOTAL									88,615.42	88,615.42
APP 9999-201010	05/25/2021	052521r	r05252				DT DF		88,615.42	
APP 4000-101010	05/25/2021	052521r	r05252				Pooled Cash Equity			8,458.78
APP 3810-101010	05/25/2021	052521r	r05252				Pooled Cash Equity			39,402.96
APP 3150-101010	05/25/2021	052521r	r05252				Pooled Cash Equity			25,661.91
APP 1000-101010	05/25/2021	052521r	r05252				Pooled Cash Equity			10,588.05
APP 1030-101010	05/25/2021	052521r	r05252				Pooled Cash Equity			4,503.72
SYSTEM GENERATED ENTRIES TOTAL									88,615.42	88,615.42
JOURNAL 2021/11/921 TOTAL									177,230.84	177,230.84

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund 1000-101010 1000-201000	2021 11	921	05/25/2021	Pooled Cash Equity Accounts Payable	10,588.05	10,588.05
				FUND TOTAL	10,588.05	10,588.05
1030 Payroll Fund 1030-101010 1030-201000	2021 11	921	05/25/2021	Pooled Cash Equity Accounts Payable	4,503.72	4,503.72
				FUND TOTAL	4,503.72	4,503.72
3150 SLID Operations 3150-101010 3150-201000	2021 11	921	05/25/2021	Pooled Cash Equity Accounts Payable	25,661.91	25,661.91
				FUND TOTAL	25,661.91	25,661.91
3810 Highway User Revenue Fund 3810-101010 3810-201000	2021 11	921	05/25/2021	Pooled Cash Equity Accounts Payable	39,402.96	39,402.96
				FUND TOTAL	39,402.96	39,402.96
4000 Water Utility Fund 4000-101010 4000-201000	2021 11	921	05/25/2021	Pooled Cash Equity Accounts Payable	8,458.78	8,458.78
				FUND TOTAL	8,458.78	8,458.78
9999 Pooled Cash 9999-104000 9999-201010	2021 11	921	05/25/2021	Cash in Bank - Checking DT DF	88,615.42	88,615.42
				FUND TOTAL	88,615.42	88,615.42

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 JOURNAL ENTRIES TO BE CREATED

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FUND	DUE TO	DUE FR
1000 General Fund		10,588.05
1030 Payroll Fund		4,503.72
3150 SLID Operations		25,661.91
3810 Highway User Revenue Fund		39,402.96
4000 Water Utility Fund		8,458.78
9999 Pooled Cash	88,615.42	
	-----	-----
TOTAL	88,615.42	88,615.42

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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				
135887 06/03/2021 PRD 1064 AFLAC	806891	06/03/2021	060321r	5,522.32
Invoice: 806891		supplemental insurance		
5,522.32 1030 216700		AFLAC		
	CHECK	135887 TOTAL:		5,522.32
135888 06/03/2021 PRD 5760 ARIZONA POWER AUTHORITY	OY2021-0541	06/03/2021	060321r	4,404.18
Invoice: OY2021-0541		power at sundance wrf		
4,404.18 40013222 526010		Electric - Utility		
	CHECK	135888 TOTAL:		4,404.18
135889 06/03/2021 PRD 1137 ARIZONA WATER COMPANY	May 20211	06/03/2021	060321r	969.72
Invoice: May 20211		Acct#0442871059-1		
969.72 40013225 526018		water/wastewater - Utility		
	CHECK	135889 TOTAL:		969.72
135890 06/03/2021 PRD 6052 CITY OF BUCKEYE	cycle4 May 2021	06/03/2021	060321r	24,011.53
Invoice: cycle4 May 2021		UB Cycle 4		
523.06 40003210 526018		water/wastewater - Utility		
43.34 40003213 520585		Treatment Plant O&M		
1,334.24 40013221 526018		water/wastewater - Utility		
1,106.11 40013222 526018		water/wastewater - Utility		
1,736.40 38103202 526022		water for Street Sweeper		
499.84 35754150 523017		Space		
16,115.28 10001110 526018		water/wastewater - Utility		
1,012.41 10003177 526018		water/wastewater - Utility		
1,115.20 10003174 526018		water/wastewater - Utility		
525.65 10003175 526018		water/wastewater - Utility		
	CHECK	135890 TOTAL:		24,011.53
135891 06/03/2021 PRD 1318 COLONIAL SUPPLEMENTAL INS.	8598559-0512312	06/03/2021	060321r	1,137.06
Invoice: 8598559-0512312		insurance		
1,137.06 1030 216800		Colonial Insurance		
	CHECK	135891 TOTAL:		1,137.06
135892 06/03/2021 PRD 1409 EPCOR WATER	052621	06/03/2021	060321r	1,410.55
Invoice: 052621		0418934 and 0418932		
434.85 10001110 526018		water/wastewater - Utility		
975.70 10001110 526018		water/wastewater - Utility		
	CHECK	135892 TOTAL:		1,410.55

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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				
135893	06/03/2021	PRTD	1489	GUST ROSENFELD P.L.C.	374765	06/03/2021	060321r	82,569.29
Invoice: 374765				81,084.33	10001110 520001	File : 006718-20017City Attny		
				1,402.08	40003210 520001	Legal Services		
				82.88	40013220 520001	Legal Services		
Invoice: 374764				GUST ROSENFELD P.L.C.	374764	06/03/2021	060321r	8,183.87
				8,183.87	40003210 520001	Sonoran Ridge Water System		
						Legal Services		
Invoice: 374751				GUST ROSENFELD P.L.C.	374751	06/03/2021	060321r	1,147.50
				1,147.50	40103200 520001	Buckeye Municipal Airport		
						Legal Services		
Invoice: 374752				GUST ROSENFELD P.L.C.	374752	06/03/2021	060321r	13,765.45
				13,765.45	10001110 520001	Public Records Requests		
						Legal Services		
Invoice: 374754				GUST ROSENFELD P.L.C.	374754	06/03/2021	060321r	5,618.96
				5,618.96	40003210 520001	Water Resources #383		
						Legal Services		
Invoice: 374760				GUST ROSENFELD P.L.C.	374760	06/03/2021	060321r	791.78
				791.78	31503170 520028	2013-SLID-001 Arroyo Seco		
						Set-Up Fees for MID/SLID		
Invoice: 374755				GUST ROSENFELD P.L.C.	374755	06/03/2021	060321r	3,386.43
				3,386.43	10001110 520001	adv. Stein, Jon.CV2019-006142		
						Legal Services		
				CHECK 135893 TOTAL:				115,463.28
135894	06/03/2021	PRTD	1589	KRONOS INCORPORATED	11765978	06/03/2021	060321r	147.15
Invoice: 11765978				147.15	10001189 520032	TELESTAFF FIRE SERVICE 341		
						Telecom Services		
Invoice: 11765977				KRONOS INCORPORATED	11765977	06/03/2021	060321r	29.29
				29.29	10001189 520032	TELESTAFF POLICE SERVICE 343		
						Telecom Services		
				CHECK 135894 TOTAL:				176.44
135895	06/03/2021	PRTD	1612	LIBERTY MUTUAL INSURANCE GROUP	461915	06/03/2021	060321r	4,279.84
Invoice: 461915				4,279.84	1030 216170	insurance		
						Liberty Home & Auto Ins		
				CHECK 135895 TOTAL:				4,279.84

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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				
135896	06/03/2021	PRTD	999997	ALAMEEN, TAHA	99180	02/03/2021	060321r	93.43
Invoice: 99180				93.43 4000 130000	UB 988754 23740 GROVE ST	Accounts Receivable		
				CHECK			135896 TOTAL:	93.43
135897	06/03/2021	PRTD	5433	LEGALSHIELD	49588 May 2021	06/03/2021	060321r	557.10
Invoice: 49588 May 2021				557.10 1030 216300	LegalShield	Pre-paid Legal		
				CHECK			135897 TOTAL:	557.10
135898	06/03/2021	PRTD	5247	REPUBLIC SERVICES	0753-006247458	06/03/2021	060321r	3,641.66
Invoice: 0753-006247458				3,641.66 10001110 520026	acct 21667	Garbage Collections		
				CHECK			135898 TOTAL:	3,641.66
135899	06/03/2021	PRTD	5247	REPUBLIC SERVICES #753	753-006248904	06/03/2021	060321r	622,700.37
Invoice: 753-006248904				622,700.37 40053205 520031	solid waste city 307531031591	SW Collections Contract		
				CHECK			135899 TOTAL:	622,700.37
135900	06/03/2021	PRTD	5194	RICOH USA, INC.	9028896278R	06/03/2021	060321r	1,410.32
Invoice: 9028896278R				81.58 10001100 523056	copy center for departments			
				81.00 10001110 523056	Copying/Printing/Binding			
				131.36 10001115 523056	Copying/Printing/Binding			
				.61 10002140 523056	Copying/Printing/Binding			
				536.14 10002121 523056	Copying/Printing/Binding			
				40.50 10003170 523056	Copying/Printing/Binding			
				15.53 10004156 523056	Copying/Printing/Binding			
				92.47 10004151 523056	Copying/Printing/Binding			
				44.64 10004150 523056	Copying/Printing/Binding			
				14.19 40003230 523056	Copying/Printing/Binding			
				14.19 40013230 523056	Copying/Printing/Binding			
				14.77 40053230 523056	Copying/Printing/Binding			
				3.09 10001102 523056	Copying/Printing/Binding			
				49.95 10001189 523056	Copying/Printing/Binding			
				40.50 10003171 523056	Copying/Printing/Binding			
				50.50 10005180 523056	Copying/Printing/Binding			
				37.30 35754150 521502	Program Supplies/Equipment			
				121.50 40003210 523056	Copying/Printing/Binding			
				40.50 10001112 523056	Copying/Printing/Binding			

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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	135900	TOTAL:	1,410.32
135901	06/03/2021	PRTD	6379 SYMETRA LIFE INSURANCE COMPANY	A016754	06/03/2021		060321r	16,897.80
Invoice: A016754					City Life Ins			
			4,430.43 1030	216200	AD&D Life City Paid			
			6,380.85 1030	216150	Voluntary Life			
			1,091.03 1030	216160	Voluntary AD&D			
			4,995.49 1030	216100	Short Term Disability			
					CHECK	135901	TOTAL:	16,897.80
135902	06/03/2021	PRTD	6377 THE HOLMAN GROUP OF ARIZONA	3003524	06/03/2021		060321r	865.26
Invoice: 3003524					City EAP Ins			
			865.26 10001115 520037		Professional Services General			
					CHECK	135902	TOTAL:	865.26
135903	06/03/2021	PRTD	6069 UNITED PET CARE, LLC	20217033	06/03/2021		060321r	684.14
Invoice: 20217033					employees pet care ins.			
			684.14 1030	216450	United Pet Care			
					CHECK	135903	TOTAL:	684.14
135904	06/03/2021	PRTD	2058 VERIZON WIRELESS SERVICES, LLC	9879682442	06/03/2021		060321r	17,088.10
Invoice: 9879682442					cell phones #66997922700006			
			388.00 10001100 526025		Telephone			
			210.00 10001101 526025		Telephone			
			63.00 10001110 526025		Telephone			
			126.00 10001115 526025		Telephone			
			5,760.00 10002121 526025		Telephone			
			636.00 10002140 526025		Telephone			
			84.00 50012140 526025		Telephone			
			236.00 10004151 526025		Telephone			
			388.00 10004155 526025		Telephone			
			84.00 10004150 526025		Telephone			
			126.00 35794150 521519		LTAF II			
			294.00 10004160 526025		Telephone			
			420.00 10004153 526025		Telephone			
			210.00 10003171 526025		Telephone			
			42.00 40103200 526025		Telephone			
			84.00 10003170 526025		Telephone			
			262.00 40053205 526025		Telephone			
			982.00 38103202 526025		Telephone			
			2,666.00 40003210 526025		Telephone			
			168.00 10001188 526025		Telephone			
			378.00 10003172 526025		Telephone			
			47.00 50063205 526025		Telephone			
			811.00 40013220 526025		Telephone			

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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

		215.00	10001112	526025	Telephone			
		462.00	10005185	526025	Telephone			
		168.00	10001102	526025	Telephone			
		728.10	10001189	526025	Telephone			
		42.00	10002120	526025	Telephone			
		1,008.00	10005180	526025	Telephone			
Invoice: 9879682441	VERIZON WIRELESS SERVICES, LLC	9879682441			06/03/2021	060321r		7,089.47
					66997922700003	aircds		
		3,277.50	10002121	526025	Telephone			
		106.61	35732121	523104	PD TLO Sustainment			
		28.50	35772140	523013	Nuc Emerg. Mgmt Expenditure			
		568.68	10002140	526025	Telephone			
		1,101.27	10005180	526025	Telephone			
		370.50	10005185	526025	Telephone			
		85.50	40013220	526025	Telephone			
		826.50	40003210	526025	Telephone			
		28.50	38103202	526025	Telephone			
		57.00	40053205	526025	Telephone			
		57.00	10001189	526025	Telephone			
		97.41	10001189	520032	Telecom Services			
		57.00	10004151	526025	Telephone			
		28.50	10001101	526025	Telephone			
		28.50	10001188	526025	Telephone			
		114.00	10001187	526025	Telephone			
		228.00	10001100	526025	Telephone			
		28.50	10001102	526025	Telephone			
Invoice: 9879667328	VERIZON WIRELESS SERVICES, LLC	9879667328			06/03/2021	060321r		156.32
					54204915900001	aircds		
		156.32	10002140	526025	Telephone			
					CHECK	135904	TOTAL:	24,333.89
135905 06/03/2021 PRD	2058 VERIZON WIRELESS SERVICES, LLC	22869202 - Mar2021			06/03/2021	060321r		266.00
Invoice: 22869202 - Mar2021					GPS			
		95.00	10005185	526025	Telephone			
		171.00	10005180	526025	Telephone			
					CHECK	135905	TOTAL:	266.00

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NUMBER OF CHECKS 19 *** CASH ACCOUNT TOTAL *** 828,824.89

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	19	828,824.89

*** GRAND TOTAL *** 828,824.89

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JOURNAL ENTRIES TO BE CREATED

CLERK: dnewman

YEAR	PER	JNL	SRC	ACCOUNT		T	OB	DEBIT	CREDIT
	EFF	DATE	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT LINE DESC	
2021	12	108							
APP	1030-201000							Accounts Payable	29,078.26
	06/03/2021	060321r	r06032					AP CASH DISBURSEMENTS JOURNAL	
APP	9999-104000							Cash in Bank - Checking	828,824.89
	06/03/2021	060321r	r06032					AP CASH DISBURSEMENTS JOURNAL	
APP	4001-201000							Accounts Payable	8,807.82
	06/03/2021	060321r	r06032					AP CASH DISBURSEMENTS JOURNAL	
APP	4000-201000							Accounts Payable	19,492.93
	06/03/2021	060321r	r06032					AP CASH DISBURSEMENTS JOURNAL	
APP	3810-201000							Accounts Payable	2,746.90
	06/03/2021	060321r	r06032					AP CASH DISBURSEMENTS JOURNAL	
APP	3575-201000							Accounts Payable	537.14
	06/03/2021	060321r	r06032					AP CASH DISBURSEMENTS JOURNAL	
APP	1000-201000							Accounts Payable	142,754.31
	06/03/2021	060321r	r06032					AP CASH DISBURSEMENTS JOURNAL	
APP	4010-201000							Accounts Payable	1,189.50
	06/03/2021	060321r	r06032					AP CASH DISBURSEMENTS JOURNAL	
APP	3150-201000							Accounts Payable	791.78
	06/03/2021	060321r	r06032					AP CASH DISBURSEMENTS JOURNAL	
APP	4005-201000							Accounts Payable	623,034.14
	06/03/2021	060321r	r06032					AP CASH DISBURSEMENTS JOURNAL	
APP	5001-201000							Accounts Payable	84.00
	06/03/2021	060321r	r06032					AP CASH DISBURSEMENTS JOURNAL	
APP	3579-201000							Accounts Payable	126.00
	06/03/2021	060321r	r06032					AP CASH DISBURSEMENTS JOURNAL	
APP	5006-201000							Accounts Payable	47.00
	06/03/2021	060321r	r06032					AP CASH DISBURSEMENTS JOURNAL	
APP	3573-201000							Accounts Payable	106.61
	06/03/2021	060321r	r06032					AP CASH DISBURSEMENTS JOURNAL	
APP	3577-201000							Accounts Payable	28.50
	06/03/2021	060321r	r06032					AP CASH DISBURSEMENTS JOURNAL	
								GENERAL LEDGER TOTAL	
									828,824.89
									828,824.89
APP	9999-201010							DT DF	828,824.89
	06/03/2021	060321r	r06032					Pooled Cash Equity	
APP	1030-101010							Pooled Cash Equity	29,078.26
	06/03/2021	060321r	r06032					Pooled Cash Equity	
APP	4001-101010							Pooled Cash Equity	8,807.82
	06/03/2021	060321r	r06032					Pooled Cash Equity	
APP	4000-101010							Pooled Cash Equity	19,492.93
	06/03/2021	060321r	r06032					Pooled Cash Equity	
APP	3810-101010							Pooled Cash Equity	2,746.90
	06/03/2021	060321r	r06032					Pooled Cash Equity	
APP	3575-101010							Pooled Cash Equity	537.14
	06/03/2021	060321r	r06032					Pooled Cash Equity	
APP	1000-101010							Pooled Cash Equity	142,754.31

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JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL								
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
APP 4010-101010	06/03/2021	060321r	r06032			Pooled Cash Equity			1,189.50
APP 3150-101010	06/03/2021	060321r	r06032			Pooled Cash Equity			791.78
APP 4005-101010	06/03/2021	060321r	r06032			Pooled Cash Equity			623,034.14
APP 5001-101010	06/03/2021	060321r	r06032			Pooled Cash Equity			84.00
APP 3579-101010	06/03/2021	060321r	r06032			Pooled Cash Equity			126.00
APP 5006-101010	06/03/2021	060321r	r06032			Pooled Cash Equity			47.00
APP 3573-101010	06/03/2021	060321r	r06032			Pooled Cash Equity			106.61
APP 3577-101010	06/03/2021	060321r	r06032			Pooled Cash Equity			28.50
	06/03/2021	060321r	r06032						
SYSTEM GENERATED ENTRIES TOTAL								828,824.89	828,824.89
JOURNAL 2021/12/108 TOTAL								1,657,649.78	1,657,649.78

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund 1000-101010 1000-201000	2021 12	108	06/03/2021	Pooled Cash Equity Accounts Payable	142,754.31	142,754.31
				FUND TOTAL	142,754.31	142,754.31
1030 Payroll Fund 1030-101010 1030-201000	2021 12	108	06/03/2021	Pooled Cash Equity Accounts Payable	29,078.26	29,078.26
				FUND TOTAL	29,078.26	29,078.26
3150 SLID Operations 3150-101010 3150-201000	2021 12	108	06/03/2021	Pooled Cash Equity Accounts Payable	791.78	791.78
				FUND TOTAL	791.78	791.78
3573 Police Department Grants 3573-101010 3573-201000	2021 12	108	06/03/2021	Pooled Cash Equity Accounts Payable	106.61	106.61
				FUND TOTAL	106.61	106.61
3575 Area Agency on Aging 3575-101010 3575-201000	2021 12	108	06/03/2021	Pooled Cash Equity Accounts Payable	537.14	537.14
				FUND TOTAL	537.14	537.14
3577 Nuclear Emergency Management 3577-101010 3577-201000	2021 12	108	06/03/2021	Pooled Cash Equity Accounts Payable	28.50	28.50
				FUND TOTAL	28.50	28.50
3579 Arizona Lottery Fund 3579-101010 3579-201000	2021 12	108	06/03/2021	Pooled Cash Equity Accounts Payable	126.00	126.00
				FUND TOTAL	126.00	126.00
3810 Highway User Revenue Fund 3810-101010 3810-201000	2021 12	108	06/03/2021	Pooled Cash Equity Accounts Payable	2,746.90	2,746.90
				FUND TOTAL	2,746.90	2,746.90
4000 Water Utility Fund	2021 12	108	06/03/2021			

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
4000-101010					Pooled Cash Equity		19,492.93
4000-201000					Accounts Payable	19,492.93	
						-----	-----
					FUND TOTAL	19,492.93	19,492.93
4001 Wastewater Fund	2021	12	108	06/03/2021			
4001-101010					Pooled Cash Equity		8,807.82
4001-201000					Accounts Payable	8,807.82	
						-----	-----
					FUND TOTAL	8,807.82	8,807.82
4005 Environmental Services	2021	12	108	06/03/2021			
4005-101010					Pooled Cash Equity		623,034.14
4005-201000					Accounts Payable	623,034.14	
						-----	-----
					FUND TOTAL	623,034.14	623,034.14
4010 Airport Fund	2021	12	108	06/03/2021			
4010-101010					Pooled Cash Equity		1,189.50
4010-201000					Accounts Payable	1,189.50	
						-----	-----
					FUND TOTAL	1,189.50	1,189.50
5001 Cemetery Improvement Fund	2021	12	108	06/03/2021			
5001-101010					Pooled Cash Equity		84.00
5001-201000					Accounts Payable	84.00	
						-----	-----
					FUND TOTAL	84.00	84.00
5006 Stormwater Quality Fund	2021	12	108	06/03/2021			
5006-101010					Pooled Cash Equity		47.00
5006-201000					Accounts Payable	47.00	
						-----	-----
					FUND TOTAL	47.00	47.00
9999 Pooled Cash	2021	12	108	06/03/2021			
9999-104000					Cash in Bank - Checking		828,824.89
9999-201010					DT DF	828,824.89	
						-----	-----
					FUND TOTAL	828,824.89	828,824.89

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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
1000 General Fund		142,754.31
1030 Payroll Fund		29,078.26
3150 SLID Operations		791.78
3573 Police Department Grants		106.61
3575 Area Agency on Aging		537.14
3577 Nuclear Emergency Management		28.50
3579 Arizona Lottery Fund		126.00
3810 Highway User Revenue Fund		2,746.90
4000 Water Utility Fund		19,492.93
4001 Wastewater Fund		8,807.82
4005 Environmental Services		623,034.14
4010 Airport Fund		1,189.50
5001 Cemetery Improvement Fund		84.00
5006 Stormwater Quality Fund		47.00
9999 Pooled Cash	828,824.89	
	-----	-----
TOTAL	828,824.89	828,824.89

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

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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			
136007	06/03/2021	PRTD	999997 ACQUIRE REALTY	103633	05/13/2021		060321ub	66.96
	Invoice: 103633				UB 976270 25642 ST CATHERINE AVE			
			66.96 4000	130000	Accounts Receivable			
					CHECK	136007	TOTAL:	66.96
136008	06/03/2021	PRTD	999997 ALVIN, THOMAS & SHELLY	103626	05/13/2021		060321ub	43.60
	Invoice: 103626				UB 170231 3973 FOUNDER CIR			
			43.60 4005	130000	Accounts Receivable			
					CHECK	136008	TOTAL:	43.60
136009	06/03/2021	PRTD	999997 BUCKEYE MOBILE DEVELOPMENT LLC	103636	05/13/2021		060321ub	29.00
	Invoice: 103636				UB 6007928 218 6TH AVE E			
			29.00 4000	130000	Accounts Receivable			
					CHECK	136009	TOTAL:	29.00
136010	06/03/2021	PRTD	999997 COHEN, MANDY	103629	05/13/2021		060321ub	50.21
	Invoice: 103629				UB 988614 23742 HIDALGO AVE			
			50.21 4000	130000	Accounts Receivable			
					CHECK	136010	TOTAL:	50.21
136011	06/03/2021	PRTD	999997 COLLANTES, ALFREDO & MARIA DEL CA	103628	05/13/2021		060321ub	17.81
	Invoice: 103628				UB 982048 25545 RED SKY PL			
			17.81 4000	130000	Accounts Receivable			
					CHECK	136011	TOTAL:	17.81
136012	06/03/2021	PRTD	999997 GOOD NEWS GROUP, LLC	103632	05/13/2021		060321ub	7.49
	Invoice: 103632				UB 360312 30123 LYNWOOD ST			
			7.49 4000	130000	Accounts Receivable			
					CHECK	136012	TOTAL:	7.49
136013	06/03/2021	PRTD	999997 GOOLEY, CATRINA	103631	05/13/2021		060321ub	14.01
	Invoice: 103631				UB 40650 1009 WATKINS AVE			
			14.01 4000	130000	Accounts Receivable			
					CHECK	136013	TOTAL:	14.01
136014	06/03/2021	PRTD	999997 GUTWEIN, FRED	103627	05/13/2021		060321ub	3,265.75
	Invoice: 103627				UB 330033 8708 192ND AVE			
			3,265.75 4000	130000	Accounts Receivable			

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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	136014	TOTAL:	3,265.75
136015	06/03/2021	PRTD	999997 HALL, GABRIEL	103623	05/13/2021		060321ub	152.14
Invoice: 103623				152.14 4000 130000	UB 140590 22337 DEVIN DR			
					Accounts Receivable			
					CHECK	136015	TOTAL:	152.14
136016	06/03/2021	PRTD	999997 HUYSER, DARL	103621	05/13/2021		060321ub	63.19
Invoice: 103621				63.19 4000 130000	UB 127552 22911 MOONLIGHT PATH			
					Accounts Receivable			
					CHECK	136016	TOTAL:	63.19
136017	06/03/2021	PRTD	999997 LIU, LUCY LIJUN	103622	05/13/2021		060321ub	110.16
Invoice: 103622				110.16 4000 130000	UB 985721 3047 257TH AVE			
					Accounts Receivable			
					CHECK	136017	TOTAL:	110.16
136018	06/03/2021	PRTD	999997 MARTINEZ, LALO	103615	05/13/2021		060321ub	92.92
Invoice: 103615				92.92 4000 130000	UB 6004163 2000 APACHE			
					Accounts Receivable			
					CHECK	136018	TOTAL:	92.92
136019	06/03/2021	PRTD	999997 NGUYEN, STEVE & OANH	103620	05/13/2021		060321ub	135.93
Invoice: 103620				135.93 4000 130000	UB 150200 23449 HARRISON DR			
					Accounts Receivable			
					CHECK	136019	TOTAL:	135.93
136020	06/03/2021	PRTD	999997 NOEL, PADI	103634	05/13/2021		060321ub	67.91
Invoice: 103634				67.91 4000 130000	UB 115313 22669 COCOPAH ST			
					Accounts Receivable			
					CHECK	136020	TOTAL:	67.91
136021	06/03/2021	PRTD	999997 PARKER, GEORGINA	103635	05/13/2021		060321ub	112.51
Invoice: 103635				112.51 4000 130000	UB 146900 22302 MESQUITE DR			
					Accounts Receivable			

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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	136021	TOTAL:	112.51
136022	06/03/2021	PRTD	999997	PETTA, RAYMOND E.	103630	05/13/2021	060321ub	110.16
				Invoice: 103630	UB 114200 1579 227 AVE			
				110.16 4000 130000	Accounts Receivable			
					CHECK	136022	TOTAL:	110.16
136023	06/03/2021	PRTD	999997	RASBAND, ALAN	103619	05/13/2021	060321ub	30.00
				Invoice: 103619	UB 6004257 21242 WILSHIRE			
				30.00 4005 130000	Accounts Receivable			
					CHECK	136023	TOTAL:	30.00
136024	06/03/2021	PRTD	999997	SANDBURG, ELIZABETH	103618	05/13/2021	060321ub	118.96
				Invoice: 103618	UB 6006363 20245 MORNING GLORY			
				118.96 4000 130010	A/R UB Other			
					CHECK	136024	TOTAL:	118.96
136025	06/03/2021	PRTD	999997	SERVICE STAR REALTY	103614	05/13/2021	060321ub	123.33
				Invoice: 103614	UB 972022 24490 ATLANTA AVE			
				123.33 4000 130000	Accounts Receivable			
					CHECK	136025	TOTAL:	123.33
136026	06/03/2021	PRTD	999997	SERVICE STAR REALTY	103625	05/13/2021	060321ub	76.73
				Invoice: 103625	UB 110200 1381 232ND AVE			
				76.73 4000 130000	Accounts Receivable			
					CHECK	136026	TOTAL:	76.73
136027	06/03/2021	PRTD	999997	SORROW, JOHN	103616	05/13/2021	060321ub	106.05
				Invoice: 103616	UB 187749 21699 HESS AVE			
				106.05 4000 130000	Accounts Receivable			
					CHECK	136027	TOTAL:	106.05
136028	06/03/2021	PRTD	999997	STEDMAN, ANNE & PAUL	103617	05/13/2021	060321ub	30.00
				Invoice: 103617	UB 170259 3962 EDITH WAY			
				30.00 4005 130000	Accounts Receivable			
					CHECK	136028	TOTAL:	30.00

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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

136029 06/03/2021 PRD 999997 WILLIAMS-WYSE, LORI
 Invoice: 103637

64.24 4000

103637 130000

05/13/2021 060321ub
 UB 125770 22771 CANTILEVER ST
 Accounts Receivable

64.24

CHECK 136029 TOTAL: 64.24

136030 06/03/2021 PRD 999997 WOODS, RICHARD J.
 Invoice: 103624

88.42 4000

103624 130000

05/13/2021 060321ub
 UB 130348 1119 225TH LN
 Accounts Receivable

88.42

CHECK 136030 TOTAL: 88.42

NUMBER OF CHECKS 24 *** CASH ACCOUNT TOTAL *** 4,977.48

	COUNT	AMOUNT
	-----	-----
TOTAL PRINTED CHECKS	24	4,977.48

*** GRAND TOTAL *** 4,977.48

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 JOURNAL ENTRIES TO BE CREATED

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CLERK: dneuman

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2021 12 160	APP 4000-201000	06/03/2021	060321ub	ub0603			Accounts Payable		4,873.88	
							AP CASH DISBURSEMENTS JOURNAL			
APP 9999-104000		06/03/2021	060321ub	ub0603			Cash in Bank - Checking			4,977.48
							AP CASH DISBURSEMENTS JOURNAL			
APP 4005-201000		06/03/2021	060321ub	ub0603			Accounts Payable		103.60	
							AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL									4,977.48	4,977.48
APP 9999-201010		06/03/2021	060321ub	ub0603			DT DF		4,977.48	
APP 4000-101010		06/03/2021	060321ub	ub0603			Pooled Cash Equity			4,873.88
APP 4005-101010		06/03/2021	060321ub	ub0603			Pooled Cash Equity			103.60
SYSTEM GENERATED ENTRIES TOTAL									4,977.48	4,977.48
JOURNAL 2021/12/160 TOTAL									9,954.96	9,954.96

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
4000 Water Utility Fund	2021 12	160	06/03/2021			
4000-101010				Pooled Cash Equity		4,873.88
4000-201000				Accounts Payable	4,873.88	
				FUND TOTAL	4,873.88	4,873.88
4005 Environmental Services	2021 12	160	06/03/2021			
4005-101010				Pooled Cash Equity		103.60
4005-201000				Accounts Payable	103.60	
				FUND TOTAL	103.60	103.60
9999 Pooled Cash	2021 12	160	06/03/2021			
9999-104000				Cash in Bank - Checking		4,977.48
9999-201010				DT DF	4,977.48	
				FUND TOTAL	4,977.48	4,977.48

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 JOURNAL ENTRIES TO BE CREATED

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FUND	DUE TO	DUE FR
4000 Water Utility Fund		4,873.88
4005 Environmental Services		103.60
9999 Pooled Cash	4,977.48	
	-----	-----
TOTAL	4,977.48	4,977.48

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

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 07/06/21	AGENDA ITEM: 7.A. Airport Waterline for Commercial Properties - Phase II
DATE PREPARED: 07/05/21	DISTRICT NO.: 1
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. 2 (Contract No. 2019010-01) between the City of Buckeye, an Arizona municipal corporation, and Achen-Gardner Construction, LLC, an Arizona limited liability company, for labor, materials, equipment and services required for a 16-inch waterline beginning at the Buckeye Airport entrance and Pal Verde Road intersection for approximately 1,329 Linear Feet (LF) to the west, and one 12" gate valve and stub out to the south of a proposed cross; and authorizing the Mayor to execute and deliver said Delivery Order on behalf of the City.

RELEVANT GOALS:

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

ADDITIONAL RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

As part of the Capital Improvement Program the Construction and Contracting Division has been asked to bring water from the Hopeville Water Campus to the Airport. This Delivery Order No. 2 is Phase II of the waterline. The 16" waterline will begin at the Buckeye Airport entrance and Pal Verde Road intersection for approximately 1,329 LF to the west, and one 12" gate valve and stub out to the south of a proposed cross. The waterline will then proceed north approximately 1,633 LF. This work is being procured from the Job Order Contract for Waterline Utility Piping, Achen-Gardner Construction has with the City.

BENEFITS:

This waterline will provide adequate potable water and fire flow to the Buckeye Municipal Airport commercial parcels.

FUTURE ACTION:

Design of Airport Water Campus and water distribution line at the airport.

FINANCIAL IMPACT STATEMENT:

Delivery Order amount is \$597,766.93 and will be funded from GL No. 40001113-543042 (CIP2019019).

CURRENT FISCAL YEAR TOTAL COST:

\$597,766.93

BUDGETED:

Yes

FISCAL YEAR:

2022

FUND/DEPARTMENT:

GL No. 40001113-543042 (CIP2019019).

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

ATTACHMENTS:

[Achen-Gardner Construction, LLC DO2.pdf](#)

[MAP.pdf](#)

**JOB ORDER CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
ACHEN-GARDNER CONSTRUCTION, LLC**

**DELIVERY ORDER #2
JOC CONTRACT NO. 2019010-01**

THIS DELIVERY ORDER CONTRACT AGREEMENT (this "Agreement") for Water Utility Pipeline and Infrastructure is entered into by and between the CITY OF BUCKEYE, an Arizona municipal corporation (the "City") and Achen-Gardner Construction, LLC, an Arizona limited liability corporation (the "Contractor").

RECITALS

In accordance with the Job Order Contract No. 2019010-01 (the "Contract") between the City and Contractor, dated August 27, 2019, the Contractor will perform the following Scope of Work as detailed in Article 1, subject and pursuant to the terms and conditions of the Job Order Contract.

**ARTICLE 1
SCOPE OF WORK**

The Contractor shall furnish all labor, materials, and equipment required for a 16" waterline beginning at the Buckeye Airport entrance and Pal Verde Road intersection for approximately 1,329 LF to the west, and one 12" gate valve and stub out to the south of a proposed cross, 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 upon issuance of this Delivery Order. The project shall be considered complete at such time as the Scope of Services is completed and approved by the City. In view of the difficulty or impossibility of determining the City's damages from delay, should the Contractor fail to achieve Substantial Completion within **Seventy (70) calendar days** from the issuance of the Notice to Proceed, 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. 1 identified in Article 1 as set forth in Exhibit A, is a lump sum of **Five Hundred Ninety-Seven Thousand, Seven Hundred Sixty-Six Dollars and Ninety-Three Cents (\$597,766.93)**.

ARTICLE 4
BONDS AND INSURANCE

In accordance with Article 19 of the Contract, the Contractor agrees to issue the required insurance ACORD form. Payment and Performance Bonds shall 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 & Contracting

APPROVED AS TO FORM:

City Attorney

CONTRACTOR:

ACHEN-GARDNER CONSTRUCTION, LLC.

D. Spitz

Dan Spitz, Vice President

EXHIBIT A
SCOPE OF WORK/FEE PROPOSAL



June 30, 2021

Mr. Chris Rosetti
City of Buckeye
Construction Project Manager
crosetti@buckeyeaz.gov

RE: HOPEVILLE 16" AND 12" WATERLINE CONTRACT #2019010-02
ACHEN-GARDNER CONSTRUCTION PROJECT NO.: 3813102

PROPOSAL FOR CITY OF BUCKEYE AIRPORT ON-SITE WATERLINE

Dear Mr. Rosetti:

Achen-Gardner Construction, LLC ("Achen-Gardner") respectfully submits for your review and approval our proposal to perform the City of Buckeye Airport On-site Waterline Project.

This Proposal is for the amount of **\$597,766.93** and includes \$7,250.00 Alternate for the 12" gate valve and stub out north of cross. The following Exhibits are included in this Proposal:

- Exhibit A – Scope of Work, Clarifications, Exclusions, and Inclusions
- Exhibit A.1 – Schedule of Values (Pay Items)
- Exhibit A.2 – Subcontractor Quotes (Subcontractor Totals \$8,527.25 or 1.43% of Proposal)
- Exhibit A.3 – Detail for Gate Valves

Should you have any questions and/or comments, please feel free to contact me at (480) 403-1300 or e-mail bfroelich@achen.com.

Sincerely;
ACHEN-GARDNER CONSTRUCTION, LLC

A handwritten signature in black ink that reads "Brian Froelich".

Brian Froelich, Project Manager

PROPOSAL – SCOPE OF WORK (EXHIBIT A)

SCOPE OF WORK AND GENERAL CLARIFICATIONS AND ASSUMPTIONS:

- 1) Waterline Scope begins at the Buckeye Airport Entrance and Palo Verde Road intersection for approximately 1,329 LF (16") to the west, and one 12" gate valve and stub out to the south of a proposed cross.
- 2) Backfill per COB detail 31380
- 3) Quantities are approximate and final payment is to be based on actual field measurement.

PAY ITEM CLARIFICATIONS AND ASSUMPTIONS:

- 1) Pay Item 60 – 16" Gate Valve is based off the detail provided to Achen Gardner from Chris Rosetti during Achen Gardner Project #3813101 (See Attached Exhibit A.3).
- 2) Pay Item 90 – 12" Gate Valve is based off the detail provided to Achen Gardner from Chris Rosetti during Achen Gardner Project #3813101 (See Attached Exhibit A.3).
- 3) Pay Item 100 – Fire Hydrants are bid as Dry Barrel.
- 4) Pay Item 130 – Traffic Control: During construction will be a flag man set up to maintain traffic in both directions for installing the 16" waterline on the Airport Entrance Drive and 12" waterline at paved areas. All traffic control will be removed at the end of each days work shift. AGC plans on working an 8 hour shift during construction.
- 5) Pay Item 220 – 12" Gate Valve is based off the detail provided to Achen Gardner from Chris Rosetti during Achen Gardner Project #3813101 (See Attached Exhibit A.3).

PROPOSAL EXCLUSIONS:

- 1) Permits (Except for SWPPP NOI and ADEQ Dust Permit which is included).

PROPOSAL LIST OF PROJECT BID DOCUMENTS:

- 1) Plans Dated 4/28/2021 by HDR (Sheets G-001 to G-104, and C201-C501)

CITY OF BUCKEYE WATER UTILITY PIPELINE & INFRASTRUCTURE CONTRACT #2019010-02

City of Buckeye Airport On-Site Waterline

EXHIBIT A.1 -
SCHEDULE OF
VALUES

REV 1 6/30/21

ACHEN-GARDNER PROJECT NO. 3813102

ACHEN-GARDNER SCHEDULE OF VALUES

PAY ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
10	MOBILIZATION	LS	1.00	\$ 3,600.00	\$3,600.00
20	SWPPP	LS	1.00	\$ 9,100.00	\$ 9,100.00
30	CONSTRUCTION SURVEY	LS	1.00	\$ 5,312.00	\$ 5,312.00
40	QC TESTING	LS	1.00	\$ 9,300.00	\$ 9,300.00
50	16" CL 350 DIP W/FITTINGS	LF	1,329.00	\$ 111.00	\$ 147,519.00
60	16" GATE VALVE	EA	3.00	\$ 5,700.00	\$ 17,100.00
70	16" CROSS	EA	1.00	\$ 3,100.00	\$ 3,100.00
71	CONCRETE ENCASE 16" MAG 404-3	LF	44.00	\$ 191.00	\$8,404.00
72	COMBO ARV DET 31340-1 & 31340-2 (ON 16"DIP)	EA	1.00	\$ 15,500.00	\$ 15,500.00
80	12" CL 350 DIP W/FITTINGS	LF	1,290.00	\$ 123.00	\$ 158,670.00
90	12" GATE VALVE	EA	3.00	\$ 3,650.00	\$ 10,950.00
100	FIRE HYDRANT ASSEMBLY 360-3	EA	5.00	\$ 5,300.00	\$ 26,500.00
115	WATER STUB OUT DET 31368	EA	1.00	\$ 3,600.00	\$ 3,600.00
120	PAVEMENT REPLACEMENT MAG 200 T-TOP	SY	542.00	\$ 101.00	\$ 54,742.00
130	TRAFFIC CONTROL	LS	1.00	\$ 18,000.00	\$ 18,000.00
	DIRECT COST - 16" & 12" SOUTH OF CROSS				\$ 491,397.00
900	OVERHEAD & PROFIT 10%	%			\$49,139.70
910	INSURANCE 1.75%	%			\$9,459.39
920	BONDS 1.00%	%			\$ 5,499.96
930	SALES TAX 6.045%	%			\$ 33,579.74
	SUBTOTAL INDIRECT COST				\$ 97,678.79
	TOTAL COST 16" & 12" SOUTH OF CROSS				\$ 589,075.79
	ADD ALT (12" PIPE NORTH OF CROSS)				
220	12" GATE VALVE	EA	1.00	\$ 3,650.00	\$ 3,650.00
245	WATER STUB OUT DET 31368	EA	1.00	\$ 3,600.00	\$ 3,600.00
	DIRECT COST - ADD ALT 12" N. OF CROSS				\$ 7,250.00
940	OVERHEAD & PROFIT 10%	%			\$725.00
950	INSURANCE 1.75%	%			\$139.56
960	BONDS 1.00%	%			\$ 81.15
970	SALES TAX 6.045%	%			\$ 495.43
	SUBTOTAL INDIRECT COST				\$ 1,441.14
	TOTAL COST ADD ALT 12" N. OF CROSS				\$ 8,691.14
	JOA TOTAL PRICE 16" & 12" SOUTH OF CROSS & ADD ALT 12" NORTH OF CROSS				\$ 597,766.93



Statewide Disinfection Service, Inc.
PO Box 20555
Mesa, AZ 85277-0555
+1 4809818859
www.statewidedisinfectionservice.net

Exhibit A.2

ADDRESS

Achen Gardner Construction
550 South 79th Street
Chandler, AZ 85226-4706

Estimate 2081

DATE 04/20/2021

P.O. NUMBER

480 403 9447

ORDERED BY

Mike Cruse

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Disinfection Per Foot for 1385 foot of 16 inch water line at the Buckeye Hopeville Airport job	1,385	0.75	1,038.75
	Disinfection Per Foot for 3760 foot of 12 inch water line at the Hopeville Airport job	1,290	0.75	967.50
	Bac-T Testing at N Palo Verde Road and Airport Road	4	24.00	96.00
	Sampling Labor The travel time to and from the job.	8	120.00	960.00
	Disinfection Labor Mobes	8	120.00	960.00

Thank You

Jim

TOTAL \$4,022.25

Accepted By

Accepted Date

Licensed - Insured - Bonded
ROC 254901 Plumbing ROC 202634 Disinfection AWWA standards
Physical address: 344 S Hawes Rd. Mesa, AZ 85208

This estimate/invoice is subject to change from initial scope of work if actual measurements, standby time or other factors beyond the control of Statewide Disinfection Services and may be adjusted at final invoice.
Estimate pricing expires in 30 days



June 28,2021

Mike Cruse
Achen-Gardner Construction

Re: Hopeville Airport Onsite Waterline

EPS Group, Inc. is pleased to submit this proposal for the above referenced project. Our total fee as shown in the scope below is **\$4,505.00**.

- Control - **\$870.00**
- QA-QC - **\$300.00**
- Waterline - **\$2,030.00**
- As-builts - **\$1,305.00**

We look forward to continuing our working relationship with you and your company. If you have any questions or concerns, please feel free to call me at your convenience at 480-298-4900 or email me at dave.hargrove@epsgroupinc.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Hargrove'.

David Hargrove
Survey Project Manager/CST III
EPS Group, Inc

Exhibit A.2

CONSTRUCTION STAKING SCOPE & FEE SCHEDULE FOR:

Hopeville Airport Onsite Waterline

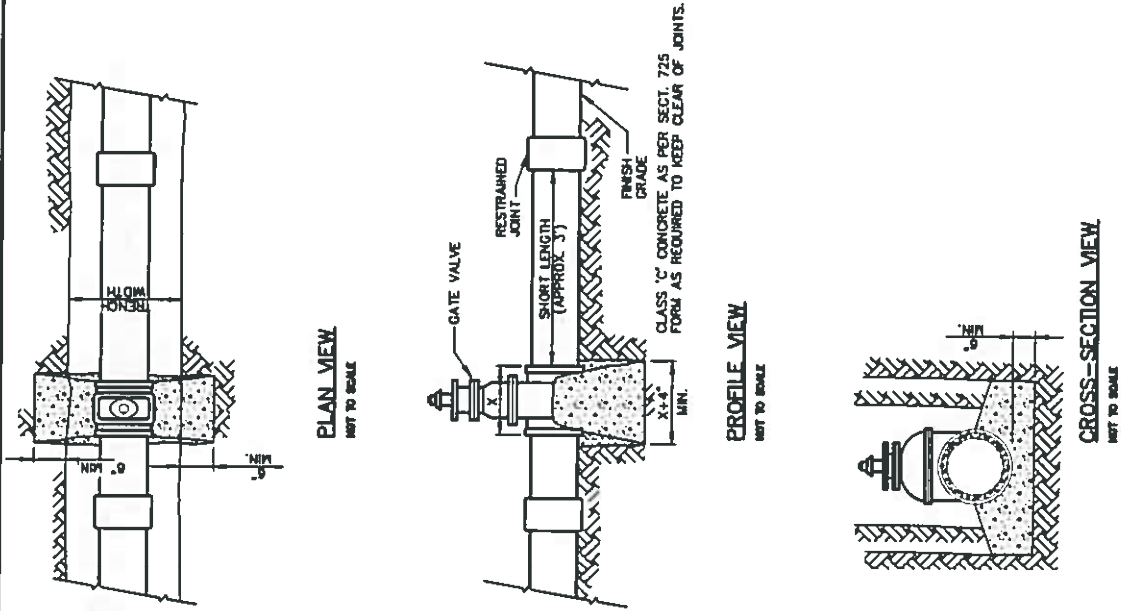
1	Calibration and Control Calibrate site horizontally and vertically and produce horizontal control sheet for staking project. Establish additional onsite control for use during project.	\$870
2	QA/QC - Provide point sheets, plans and calculations necessary for field crew to perform layout and as-builts. - Check field data to ensure quality of work.	\$300
3	Waterline Stake alignment at 50' intervals and appurtenances with a single offset and grade to invert.	\$2,030
4	As-Builts - Provide civil as-built data per City of Buckeye requirements onto approved construction plans only. - Landscape and Irrigation plan as-builts are not included. - EPS will provide as-built drawings by digital copy only.	\$1,305
	TOTAL FEE, ABOVE SERVICES*	\$4,505.00

*This is for information only. The project will be billed at a lump sum fee.

*Above total includes 4 trips to site. Any additional trips are subject to a mobilization charge of \$250 per trip.

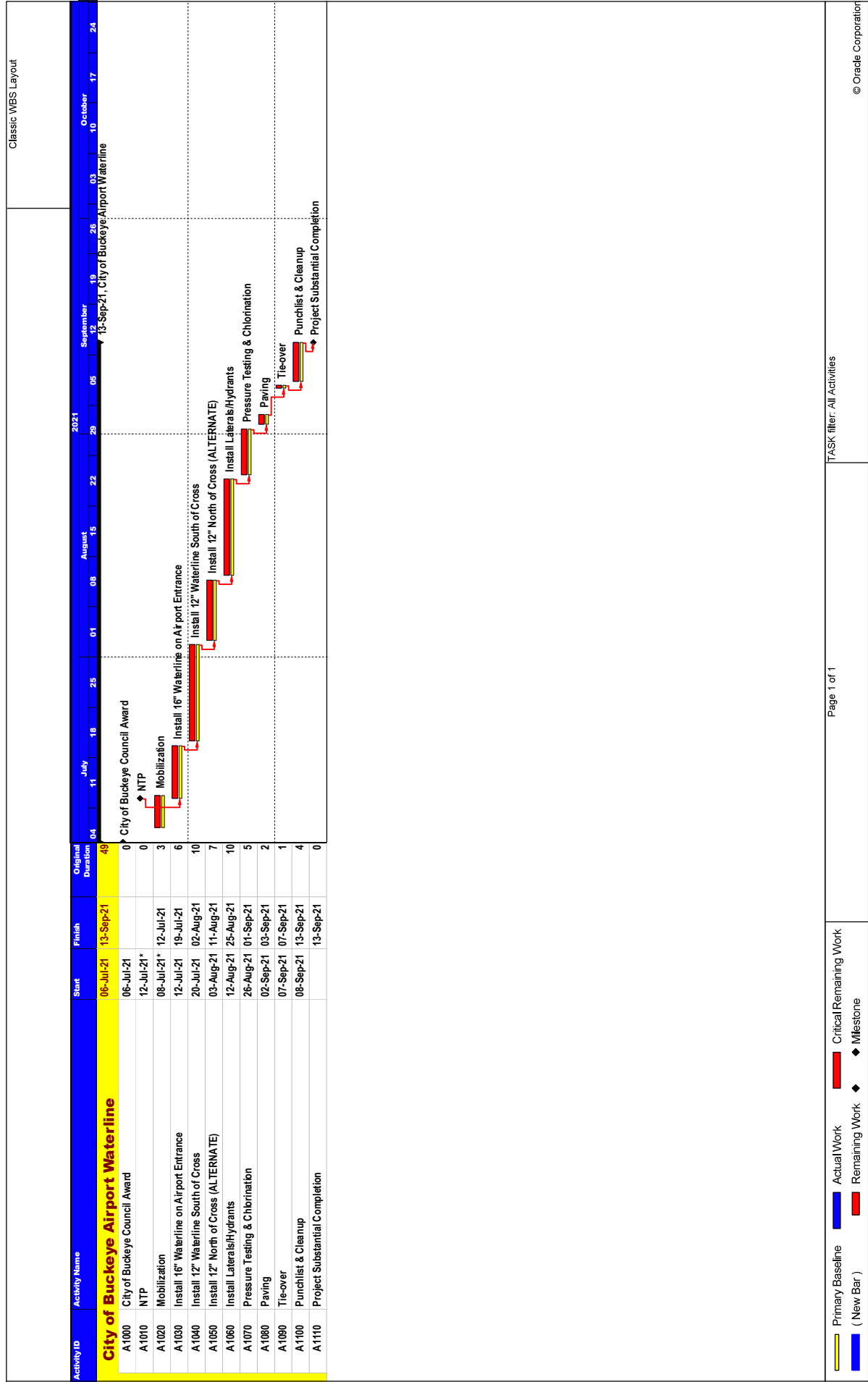
Assumptions/Exclusions

1. Please review this proposal carefully, as we have attempted to provide a complete Scope of Services for your project. Any items requested to be staked during the course of construction, but not listed in the Scope of Services, will be considered non-contract additional services. Additional and re-staking services will be invoiced at our current hourly rate.
2. Any questions regarding the accuracy of construction staking will not be considered unless the Surveyor's reference points and stakes are preserved intact in their original and undisturbed state. The survey director/field supervisor must be notified immediately if any inaccuracy of construction is suspected.
3. A minimum 48-hour working day notice will be required for scheduling work.
4. Contract staking, additional staking and re-staking services shall be performed on an "upon request" basis, and must be approved by the General Contractor or Owner prior to their request.
5. All staking shall be performed one time only under the Fee Schedule, unless otherwise noted.
6. The Surveyor shall coordinate directly with the General Contractor to determine offset distances and lath markings, or if unavailable, the surveyor will use industry standards. The Surveyor shall provide cut sheets to the General Contractor upon request.
7. The General Contractor is responsible for scheduling as-builts with a 48-hour working day notice. Utility as-builts must be obtained prior to backfill or they may have to be exposed or potholed at a later date.
8. This proposal is based on receiving digital data, i.e., CAD files from the Engineer of Record, including PDF or a hard copy of the approved stamped plans.
9. The General Contractor and his subcontractors shall maintain and use sets of approved plans at the project site, and verify to the best of their ability the accuracy all stakes prior to construction. The General Contractor and his subcontractors shall not be liable for the accuracy of the Surveyor's stakes unless disturbed prior to construction.
10. Any changes in or additions to the Project within its general scope will result in a fee adjustment or change order.
11. This bid is for construction staking services only. The horizontal control portion of the services does not include setting property corners unless EPS is the original Surveyor of Record for the property, prior to the construction phase.
12. This scope and fee proposal does not include Engineer's Certifications, Substantial Completion letters, filing of "Approval of Construction" (AOC), for water & sewer, etc. This task is not in the purview of a Land Surveyor, but rather the Engineer of Record with no exceptions.
13. Any and all ALTA Surveys, Topo Maps, Legal Descriptions, Record of Surveys, setting of property pins is excluded in its entirety.



DATE: 3/22/2021
TITLE: RFI #1 16 Gate Valve Blocking

16" GATE VALVE BLOCKING



C:\pwworking\west01\207482\EXHIBIT1.dwg, Overall Exhibit, 06/30/2021 3:01:40 PM, JETKINS
Date: 30 Jun 2021 - 3:01pm User: JETKINS
Drawing Name: 101805766_0_CADD_BITMAP2_VIP/Project Design/Exhibits/WL to Airport/EXHIBIT1.dwg



APPROXIMATE QUANTITIES TABLE		
DESCRIPTION	UNIT	QTY
16-INCH DIP	LF	1406
12-INCH DIP	LF	1264
16-INCH GATE VALVE	EA	4
12-INCH GATE VALVE	EA	6
FIRE HYDRANT	EA	6
AIR RELEASE VALVE	EA	1
2" BLOWOFF	EA	1

LEGEND	
—	16-INCH
—	12-INCH
	GATE VALVE
	FIRE HYDRANT
	AIR RELEASE VALVE
	EXISTING ASPHALT

GENERAL NOTES	
1.	INFORMATION FOR THIS WATER LINE MAIN EXHIBIT WAS TAKEN FROM SURVEY PROVIDED FOR CITY OF BUCKEYE.

DATE: JUNE 30, 2021

EXHIBIT NAME

AIRPORT ONSITE WATERLINE

ENGINEER INFORMATION

20 E THOMAS ROAD, SUITE 2500
PHOENIX, AZ 85012-3118
(602) 522-7700

Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA 811

Call 811 or click Arizona811.com

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 07/06/21	AGENDA ITEM: 7.B. Amendment to Stadium Coalition IGA
DATE PREPARED: 07/05/21	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. 48-21 approving and ratifying Amendment No. 1 to the Intergovernmental Agreement between the City of Glendale and the City of Buckeye, Contract No. C18-0513, relating to the Buckeye Police Department providing law enforcement, security, and traffic management services at the University of Phoenix Stadium in Glendale, Arizona, now known as the State Farm Stadium; and authorizing the City Manager execution and delivery of said Amendment.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The City of Buckeye PD and the City of Glendale PD will participate in providing law enforcement, security, and traffic management services to the Stadium for a period of three years from June 30, 2021, through June 30, 2024, in accordance with the terms set forth in the Amendment.

The item is being ratified because the City of Glendale is requiring a signature before June 30th. by the City of Buckeye. Implementing this IGA is in the interest of public safety and the City of Buckeye PD will provide law enforcement services as detailed in the IGA.

BENEFITS:

The purpose of the Amendment is to provide services and establish a three-year time frame, from June 30, 2021, through June 30, 2024, for BPD to provide law enforcement, security, and traffic management services to State Farm Stadium.

FUTURE ACTION:

No future action is required

FINANCIAL IMPACT STATEMENT:

None

CURRENT FISCAL YEAR TOTAL COST:

None

FISCAL YEAR:
2021, 2022 and 2023

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

ATTACHMENTS:

[C18-0513 Fully Executed - IGA with Buckeye for Stadium Coalition.pdf](#)

[RES 48-21 Ratifying Amendment No. 1 to Stadium Coalition IGA.pdf](#)

[Amendment No 1 to Stadium Coalition IGA.pdf](#)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GLENDALE AND CITY OF BUCKEYE**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952 by the City of Glendale ("Glendale") and the City of Buckeye ("Buckeye"), collectively known herein as the "parties."

RECITALS

- A. The University of Phoenix Stadium in Glendale (the "Stadium") is located within Glendale's corporate limits and Glendale has jurisdictional authority over and public safety interests in the operation of the Stadium; and
- B. The City of Glendale has the need for qualified personnel to provide law enforcement, security and traffic management services at the Stadium; and
- D. The parties desire to participate in providing law enforcement security, and traffic management services to the City of Glendale, relating to the Stadium, by making available Buckeye Police Department ("BPD") and Glendale Police Department ("GPD") officers in accordance with the terms set forth herein.
- E. The parties desire to enter into this Agreement to cooperatively provide the necessary law enforcement, security services and traffic management services, while acknowledging Glendale's primary responsibility for law enforcement at the Stadium.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

- 1. **Purpose and Intent.** The purpose of this Agreement is to provide the means through which the parties intend to provide professional law enforcement, security, and traffic management services at the Stadium by maximizing cooperation, by integrating the BPD and GPD assets, and by addressing issues including, command, control, personnel, planning, and training.
- 2. **Supervision and Staffing.**
 - 2.1 Buckeye acknowledges that command and control for all events worked for pursuant to this Agreement (individually "Event" and collectively "Events") shall be the duty and responsibility of GPD.
 - 2.2 In carrying out this responsibility, GPD will in good faith assign officers to work Events in accordance with the procedures adopted in consultation with the Chiefs of Police for all the member agencies providing officers to Events.
 - 2.3 Buckeye agrees and understands that entities other than Glendale and the GPD may have input into the decisions regarding whether, and to what extent, law enforcement will provide

service for Events; however, Glendale will provide information regarding staffing decisions to Buckeye as soon as it becomes available.

3. Assigned Personnel

- 3.1 Buckeye shall have the discretion to determine which and how many of its officers will be allowed to apply for assignments at Events and how many officers will be assigned to the Events (hereinafter referred to as "Assigned Officers").
 - a. All Assigned Officers will be required to enter into temporary employment contracts with Glendale.
 - b. The contract will outline the mutual responsibilities of the Assigned Officer and Glendale and will specify that the Assigned Officers are "at will" temporary employees of Glendale and that either party can terminate the contract, with or without cause at any time and without notice.
 - c. If possible, Glendale will consult with Buckeye prior to terminating any Assigned Officer.
- 3.2 While working an Event, the Assigned Officers must wear uniforms approved by BPD, and the Assigned Officers may carry other equipment authorized by BPD.
- 3.3 When working an Event, GPD will make available to Assigned Officers forms and other supplies that are necessary to work the Event.
- 3.4 Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the parties and Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of such property.
- 3.5 Any inconsistency between GPD and BPD rules or regulations and all operational disputes will immediately be brought to the attention of the Glendale Police Chief and will be fully and finally addressed and resolved by the Glendale Police Chief in accordance with his or her determination of the best practices under the circumstances. The Glendale Police Chief may delegate this responsibility to a specific command officer.

4. Compensation, Insurance and Reporting

- 4.1 The parties agree that during Events the Assigned Officers shall be temporary employees of Glendale for compensation purposes and not independent contractors; provided however, that each such Assigned Officer will at all times also be deemed an employee of BPD and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).
- 4.2 Each Assigned Officer who works an Event will be paid the negotiated hourly rate.
 - a. Assigned Officers' compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by Glendale to each Assigned Officer.

- b. Each officer's home agency (primary employer) shall provide the workers' compensation coverage in such amounts and under the same terms and conditions as other sworn, full-time employees for all Assigned Officers.
 - c. Except for liability coverage, Assigned Officers are not entitled to any other employee benefits or compensation from Glendale.
- 4.3 Glendale shall make available, upon request, to the BPD information about the hours worked by Assigned Officers not later than seven days following each Event to enable BPD to properly monitor and regulate the hours worked by all of their Assigned Officers.
 - 4.4 Each party affirms that it has complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

- 5.1 To the extent permitted by law, Glendale shall indemnify, defend, save and hold harmless Buckeye, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts or willful misconduct of the Assigned Officers.
- 5.2 Glendale's indemnity includes any Claim or amount due arising out of the failure of such Indemnitee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.
- 5.3 It is agreed that Glendale will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable and in consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against Buckeye, its officers, officials, agents and employees for losses arising from the work performed by Buckeye's Assigned Officers under this Agreement.

6. Media Releases and Relations

- 6.1 Any release of information to the media, other than a public records release, regarding an Event or any activities under this Agreement will be coordinated by Glendale in cooperation with Buckeye but, except as provided below, no unilateral media releases will be distributed by Buckeye without the prior approval of Glendale.
- 6.2 A copy of all public record and media releases regarding an Event or any activities under this Agreement shall be forwarded to Glendale prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of BPD's Assigned Officer, BPD will be responsible for the release of information to the media relative to the incident.
- 6.3 The parties will not reveal any investigative information or operational procedures except as required by law.

7. Arizona POST certification

- 7.1 Relative to its Assigned Officers, Buckeye agrees that it will be responsible to the Arizona Peace Officer's Standards and Training Board ("POST") for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq.*; including but not limited to, Buckeye's responsibilities to POST for the hiring, fitness for duty, record-keeping, training, and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.
- 7.2 Glendale and Buckeye agree to cooperate to ensure any issues that arise relative to POST certification are resolved in a reasonable and efficient manner.

8. Execution, Duration and Renewal

- 8.1 This Agreement will be effective immediately upon the approval of both parties' governing bodies and shall remain in full force and effect until June 30, 2021.
- 8.2 This Agreement may be executed in counterparts.
- 8.3 This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

9. General Provisions

- 9.1 Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this Agreement.
- 9.2 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
- 9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- 9.4 Conflict of Interest. This Agreement may be canceled by any of the parties pursuant to the provisions of A.R.S. § 38-511.
- 9.5 Termination. Buckeye may, at any time, terminate this Agreement by giving Glendale not less than sixty (60) days prior written notice. Glendale may at any time terminate this Agreement by giving Buckeye not less than sixty (60) days prior written notice.
- 9.6 Dispute Resolution. In the event of any dispute regarding the terms or the interpretation of this Agreement the parties command staff will consult with each other in an effort to settle the dispute, in good faith. If the parties are unable to settle the dispute, either party may terminate this agreement.
- 9.7 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.
- 9.8 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

- 9.9 Further Acts. Each party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

10. E-Verify

- 10.1 The 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.
- 10.2 The parties warrant that they have registered with and participate with E-Verify.
- 10.3 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. The parties retain the legal right to inspect the papers of any employee who works pursuant to this agreement or any related subcontract to ensure compliance with the warranty given above. Either party may conduct a random verification of the employment records of the other party to ensure compliance with this warranty.
- 10.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

11. Non- Discrimination

The parties must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

12. No Boycott of Israel

The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

CITY OF GLENDALE



Kevin Phelps
City Manager

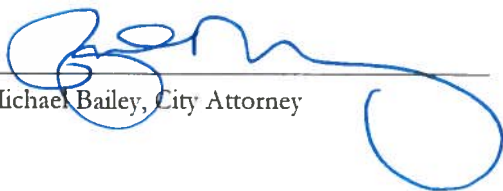
ATTEST:



Julie K. Bower, City Clerk (SEAL)

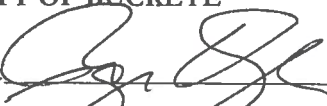
CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of Buckeye is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

Michael Bailey, City Attorney

CITY OF BUCKEYE

BY: NAME: Roger KlinglerTITLE: City ManagerDATE: 10/02/2018

ATTEST:


BUCKEYE CITY CLERK**CERTIFICATION BY LEGAL COUNSEL**

The foregoing Intergovernmental Agreement between City of Glendale and the City of Buckeye is in proper form and is within the powers and authority of the City of Buckeye granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:
BUCKEYE CITY ATTORNEY

RESOLUTION NO. 48-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING AND RATIFYING AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GLENDALE AND THE CITY OF BUCKEYE, CONTRACT NO. C18-0513, RELATING TO THE BUCKEYE POLICE DEPARTMENT PROVIDING LAW ENFORCEMENT, SECURITY, AND TRAFFIC MANAGEMENT SERVICES AT THE UNIVERSITY OF PHOENIX STADIUM IN GLENDALE, ARIZONA, NOW KNOWN AS THE STATE FARM STADIUM; AND AUTHORIZING THE CITY MANAGER EXECUTION AND DELIVERY OF SAID AMENDMENT.

WHEREAS, on June 28, 2021, Amendment No. 1 (the “Amendment”) to the Intergovernmental Agreement between the City of Glendale and the City of Buckeye, Contract No. C18-0513 (the “IGA”), relating to the Buckeye Police Department providing law enforcement, security, and traffic management services at the University of Phoenix Stadium in Glendale, Arizona, now known as the State Farm Stadium, was signed by the City Manager, attested to by the City Clerk, and approved as to form by the City Attorney; and

WHEREAS, the Amendment, pursuant to the terms of the IGA, provides for the Buckeye Police Department to continue providing law enforcement, security, and traffic management services at the State Farm Stadium for an additional three years, from June 30, 2021, through June 30, 2024; and

WHEREAS, in order to prevent the expiration of the IGA on June 30, 2021, the City executed the Amendment; and

WHEREAS, the Mayor and City Council desire to ratify the approval and execution of the Amendment to the IGA.

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 authorize the approval and execution of Amendment No. 1 to the Intergovernmental Agreement between the City of Glendale and the City of Buckeye, Contract No. C18-0513, relating to the Buckeye Police Department providing law enforcement, security, and traffic management services at the University of Phoenix Stadium in Glendale, Arizona, now known as the State Farm Stadium (the “Amendment”) and hereby ratify the same.

Section 3. The Mayor, the City Manager, the City Clerk, City Police Chief, and the City Attorney are hereby authorized and directed to execute all documents and other necessary or desirable instruments connected with 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 6th day of July, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

AMENDMENT NO. 1
INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF GLENDALE
AND
CITY OF BUCKEYE
(Contract No. C18-0513)

This Amendment No. 1 (“Amendment”) to Intergovernmental Agreement C18-0513 (“Agreement”) is made this **29th** day of **June, 2021**, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”), and the City of Buckeye (“Contractor”).

RECITALS

- A. City and Contractor previously entered into an Intergovernmental Agreement, Contract No. C18-0513, dated June 12, 2018 (“Agreement”); and
- B. The initial term of the Agreement between the parties is through June 30, 2021, with the option to renew for successive additional three (3) year periods upon mutual consent of the parties (Section 8).
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement will be extended for a three-year period from July 1, 2021 through June 30, 2024, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Name Change.** All references to “University of Phoenix Stadium in Glendale” in the Agreement shall be replaced with “State Farm Stadium in Glendale.”
- 4. **No Boycott of Israel.** The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393. Unless and until the District Court’s injunction in *Jordahl v Brnovich*, 336 F. Supp.3d 1016 (D. Ariz. 2018) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) (if applicable to this agreement) is unenforceable and the City will take no action to enforce it.

5. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE

E-SIGNED by Jack Friedline
on 2021-06-30 10:08:04 MST

Kevin R. Phelps, City Manager

ATTEST:

E-SIGNED by Julie K. Bower
on 2021-06-30 10:29:09 MST

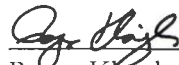
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

E-SIGNED by Michael D. Bailey
on 2021-06-30 08:16:30 MST

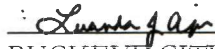
Michael D. Bailey, City Attorney

CITY OF BUCKEYE



Roger Klingler, City Manager

ATTEST:



BUCKEYE CITY CLERK

APPROVED AS TO FORM:



BUCKEYE CITY ATTORNEY

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 07/06/21	AGENDA ITEM: 7.C. Phoenix Landfill Intergovernmental Agreement (IGA) Amendment
DATE PREPARED: 07/05/21	DISTRICT NO.: 2
STAFF LIAISON: Scott Lowe, Public Works Director, slowe@buckeyeaz.gov, (623) 349-6815	
DEPARTMENT: Public Works	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Resolution No. 50-21 approving Amendment No. 5 to the Restatement of Intergovernmental Agreement between the City of Buckeye and the City of Phoenix regarding a City of Phoenix Municipal Solid Waste Landfill located in Buckeye (City of Phoenix Contract No. 100744); and authorizing the Mayor to execute and deliver said Amendment.

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:

Request to amend the Intergovernmental Agreement (IGA) between the City of Phoenix and the City of Buckeye related to the State Route 85 Landfill (Phoenix Landfill). Specifically, In December of 2002, Phoenix and Buckeye executed amendment (100744-002) to the original IGA 100744. This amendment includes twelve (12) site design and operational conditions. Phoenix proposes to modify the first condition, “a.”, that limits the height of the landfill to a maximum of 150 feet above the existing grade. This modification would allow Phoenix to apply for an amendment to their permit with ADEQ to raise the height of the landfill. Phoenix and Buckeye have previously amended other site conditions over time through other amendments to the IGA, for example design stipulation (d) was amended allowing for Buckeye to utilize funds from Phoenix in support of a public park (Skyline Regional Park), while also allowing the construction of an APS solar project at SR 85.

Phoenix is requesting to amend design stipulation (a) as follows:

225 ft. Maximum Landfill Height: The landfill will be designed with a maximum cap height of 225 feet above existing grade.

A Council workshop was held on 14 September 2020 to discuss this action. A presentation was provided by representatives from the City of Phoenix Public Works Department including Joe Giudice, Assistant Public Works Director. Several questions were asked by Council members including whether the landfills and their potential height would have any adverse affect on the general plan. Development Services answered back indicating,

"The subject parcel is indeed within the Employment land use designation. The zoning is an obsolete zoning district; General Commerce (GC). Both the land use and zoning are consistent with the use. The code provides little guidance when addressing landfills including a lack of height restrictions.

The Buckeye Hills Activity Center land use is located over two (2) miles away from the Activity Center land use designation and would cause little concern. Considering these factors, planning has no issue with the increase in height and look forward to working with you on this proposal."

Others inquired about the height of the Southwest Regional Landfill, which has a similar height as is proposed for Phoenix. An exhibit is attached which shows that comparison

The basis for this request is to help address the current excess of soil, while maintaining landfill volume. The SR85 landfill currently has a substantial excess of soil stockpiled due to efficient use of cover material and the deeper cell construction to achieve disposal volume. This change will allow Phoenix to reduce future landfill cell construction to 90 feet below ground surface rather than the 120 feet below ground surface in the current cell. Decreasing the depth of the soil excavation increases the distance between the bottom of the waste and the groundwater table.

Recently, the City of Buckeye approved a major expansion of Buckeye's Southwest Regional Landfill (SWRLF). This SWRLF expansion was concluded in 2018 and includes the acquisition of additional land from the AZ State Land Trust as well as a vertical height increase of an additional 100 feet. The SWRLF now has permission to landfill approximately 300 feet above the existing grade. The City is asking for a total height increase to 225 feet above existing grade. An exhibit is attached that gives a visual of both landfills at current height and future height.

The City and Buckeye entered the IGA and recognized mutual benefits to locating the SR85 Landfill in this location. These benefits to Buckeye included some stipulated in the IGA and others that have materialized since the site began operations:

1. Host/Royalty Fee paid to Buckeye. The estimate was payment of approximately \$150,000/year at that time, but has increased to \$323,000 as of FY2020.
2. Long-term waste disposal after SWRLF shuts down.
3. Buckeye Park Payment. \$3M one-time payment, which initially funded Skyline Regional Park.
4. Improvements to Patterson Road.
5. Collaborate with Buckeye to achieve ADOT improvements of SR85.
6. APS Solar Project.
7. Floratech (now Cargill) Business and jobs—approximately 50 employed on site: A Phoenix lease that is currently being renegotiated for an extension.
8. Prison Solid Waste payment. Annually not to exceed \$200k, which provides reimbursement to Buckeye for our agreement with Lewis Prison to provide solid waste services.
9. Litter Control along SR85. Annually approximately \$10k.

10. Drainage Project (to protect the farmers west of SR85 from flooding). \$15M to date.

11. Annual Buckeye Cleanups

BENEFITS:

Long term relationship/partnership with the City of Phoenix, increasing revenues due to IGA with respect to 3rd Party gate receipts of 7.5 percent

FUTURE ACTION:

Once Phoenix and Buckeye execute an amendment to the IGA, the City will need to request approval from the Arizona Department of Environmental Quality to modify the existing Master Facility Plan Approval (MFPA). The City expects this would be considered a Type IV modification, thus requiring ADEQ to publish the proposed modification in a local media source to allow the public to comment.

Once the MFPA has been approved, other environmental permits would need to be revised to reflect the increase in capacity, modifications to operations and changes in the timing of cell construction.

FINANCIAL IMPACT STATEMENT:

No change to fiscal portions of agreement

CURRENT FISCAL YEAR TOTAL COST:

No Change

BUDGETED:

Yes

FISCAL YEAR:

2021

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

ATTACHMENTS:

[IGA Amendment 5 to SR85 Phoenix Municipal Solid Waste Landfill.DOCX](#)

[Amd Five.pptx](#)

[RES 50-21 IGA regarding Amendment No. 5 to City of Phoenix Municipal Solid Waste Landfill](#)

[Located in Buckeye.pdf](#)

[City of Phoenix Landfill.pptx](#)

**AMENDMENT NO. 5 TO THE RESTATEMENT OF INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY OF PHOENIX AND THE CITY OF BUCKEYE
REGARDING A CITY OF PHOENIX MUNICIPAL SOLID WASTE LANDFILL
LOCATED IN BUCKEYE**

City of Phoenix Contract No. 100744

This Fifth Amendment to the Restatement of Intergovernmental Agreement Between the City of Phoenix and the City of Buckeye Regarding a City of Phoenix Municipal Solid Waste Landfill located in Buckeye (“Restated IGA”) is entered into on the ____ day of _____, 2021, by and between the CITY OF PHOENIX, an Arizona municipal corporation (“Phoenix”), and the CITY OF BUCKEYE, an Arizona municipal corporation (“Buckeye”).

RECITALS

- A. Phoenix and Buckeye entered into the Restated IGA on or about December 16, 2002, to facilitate the siting of a municipal solid waste facility, or landfill, commonly referred to as the Phoenix SR85 Landfill (“Landfill”) that would ensure their long term disposal requirements for municipal solid waste, and otherwise work to their mutual benefit.
- B. The Landfill is currently authorized by the Arizona Department of Environmental Quality to conduct landfill operations on 640 acres of the 2,652 acres that make up the Landfill site. The 640 acres contains three landfill cells with a waste disposal area of approximately 368 acres.
- C. Phoenix and Buckeye entered a Third Amendment to the Restated IGA in November 2009, and a Fourth Amendment in May 2014.
- D. Phoenix and Buckeye desire to further amend the Restated IGA to address a soil surplus without decreasing landfill capacity by increasing the maximum landfill height included in the Restated IGA.

AGREEMENT

Phoenix and Buckeye hereby agree to amend the Restated IGA as follows:

- 1. Exhibit B, paragraph (a) is replaced with the following:

225 ft maximum landfill height: The landfill will be designed with a maximum cap height of 225 ft above existing grade.
- 2. All other terms and conditions of the Restated IGA, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date written above.

CITY OF PHOENIX

Ed Zuercher, City Manager

By _____
Ginger Spencer, Director
Public Works Department

CITY OF BUCKEYE

By: _____
Eric W. Orsborn, Mayor

ATTEST:

City Clerk, City of Phoenix

ATTEST:

City Clerk, City of Buckeye

INTERGOVERNMENTAL DETERMINATION

This Intergovernmental Agreement between the City of Phoenix and the City of Buckeye has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in the proper form and is within the power and authority granted under the laws of the State of Arizona.

APPROVED AS TO FORM:

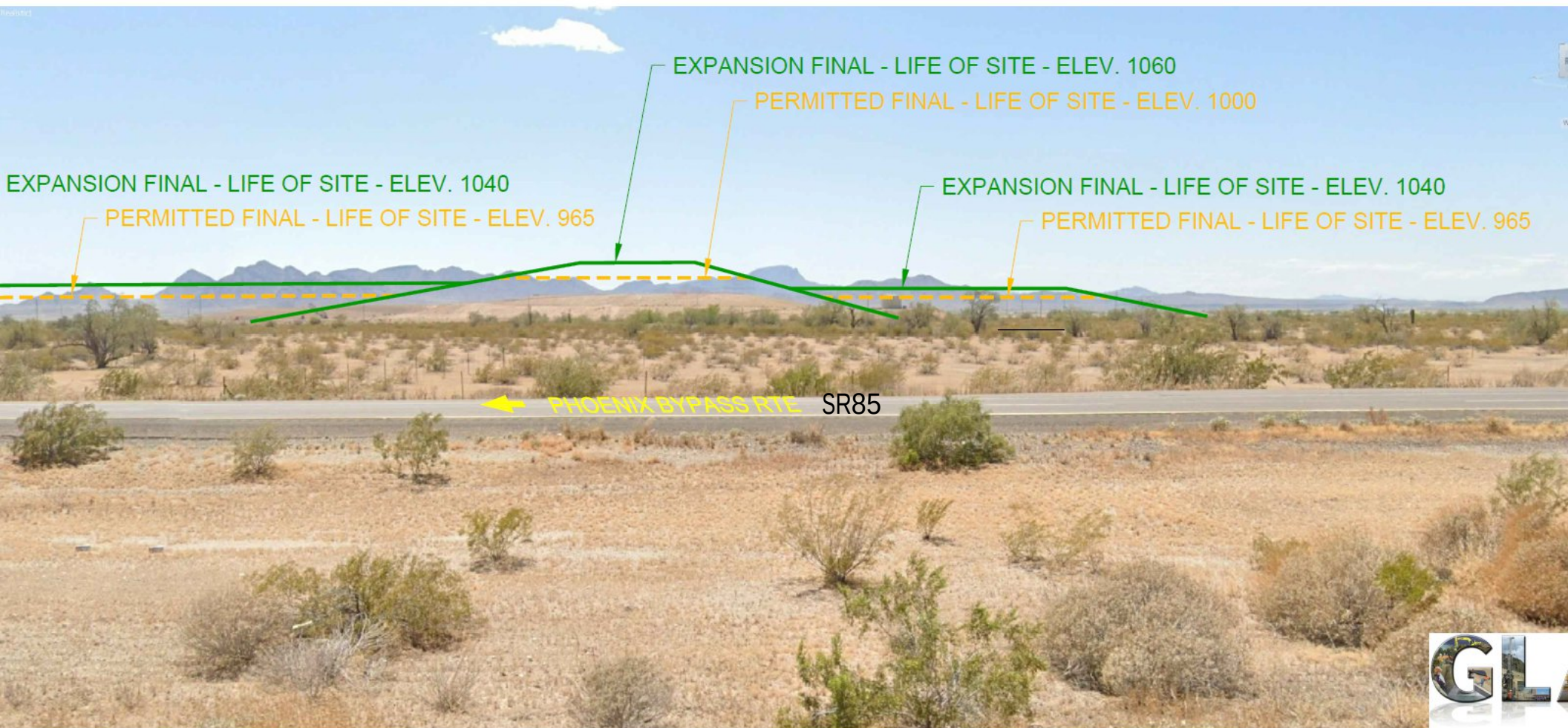
City Attorney, City of Buckeye

APPROVED AS TO FORM:

Assistant City Attorney, City of Phoenix



Southwest Regional Landfill



FUTURE EXPANSION



CITY OF PHOENIX

RESOLUTION NO. 50-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING AMENDMENT NO. 5 TO THE RESTATEMENT OF INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BUCKEYE AND THE CITY OF PHOENIX REGARDING A CITY OF PHOENIX MUNICIPAL SOLID WASTE LANDFILL LOCATED IN BUCKEYE (CITY OF PHOENIX CONTRACT NO. 100744); AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID AMENDMENT.

WHEREAS, the City of Phoenix and the City of Buckeye entered into the Restated Intergovernmental Agreement on or about December 16, 2002 (the "Restated IGA"), to facilitate the siting of a municipal solid waste facility, or landfill, commonly referred to as the Phoenix SR85 Landfill ("Landfill") that would ensure their long term disposal requirements for municipal solid waste, and otherwise work to their mutual benefit;

WHEREAS, the parties have previously amended the Restated IGA and now desire to further amend the Restated IGA to address a soil surplus without decreasing Landfill capacity by increasing the maximum Landfill height included in the Restated IGA.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, as follows:

Section 1. Amendment No. 5 to the Restated IGA allowing the City of Phoenix to apply to the Arizona Department of Environmental Quality to modify their permit to allow for an increase in Landfill height (the "Amendment") is hereby approved in substantially the form and substance on file with the City Clerk and incorporated herein by reference.

Section 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of the 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 6th day of July, 2021.

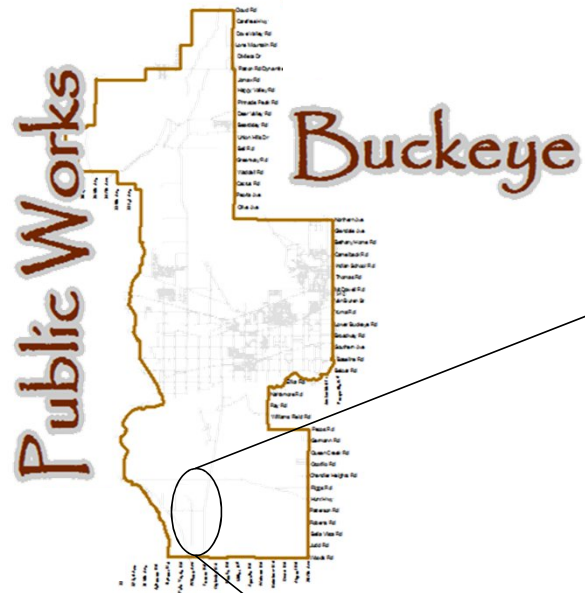
Eric W. Orsborn, Mayor

ATTEST:

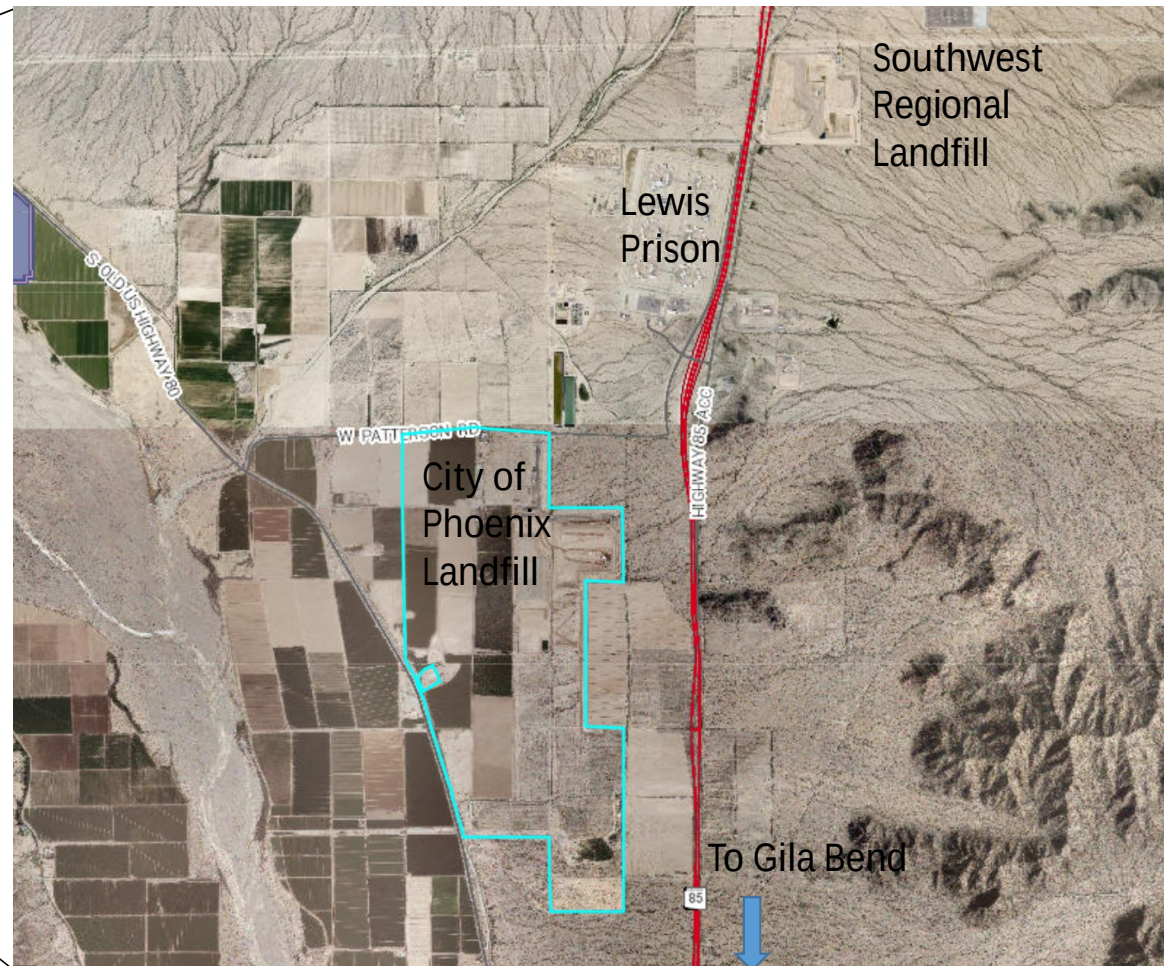
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney



City of Phoenix Landfill



CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 07/06/21	AGENDA ITEM: 7.D. Resolution 47-21 - IGA between Maricopa County administered by its Human Services Department and the City of Buckeye-Senior Center Kitchen Expansion and Remodel CDBG21BK.
DATE PREPARED: 07/05/21	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. 47-21 approving 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 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 3: A Well-Planned Urban Community

SUMMARY

PROJECT DESCRIPTION:

The purpose of the Agreement is for the County to provide the Subrecipient (Buckeye) with Community Block (CDBG) funds, for the expansion of the Buckeye Senior Center Kitchen. The design has been completed and the construction and remodel of the existing kitchen will start at the time of the Notice to Proceed notification. The expansion includes the east and south sides of the building. This project will add approximately 1,500 square feet onto the building and remodel 560 square feet. The scope includes but is not limited to HVAC, flooring, electrical, gas connection, and plumbing. ADA accessibility, and other furniture, fixtures and equipment are included in the scope of work. The kitchen expansion and remodel will enable the meal service to continue into the future as Buckeye's population continues to grow so seniors and other vulnerable populations will always have warm and nutritious meals.

BENEFITS:

Approving Resolution No. 47-21 will allow the city to administer the CDBG awarded obligation.

FUTURE ACTION:

None. Once approved by the BOS the city will receive a copy of the executed IGA. Construction and Contracting will start the bidding process and DSD staff will be responsible for adhering to the

implementation schedule, quarterly reports and requesting reimbursement not to exceed \$540,000, once we have been notified to proceed.

FINANCIAL IMPACT STATEMENT:

N/A

CURRENT FISCAL YEAR TOTAL COST:

N/A

BUDGETED:

Yes

FISCAL YEAR:

N/A

FUND/DEPARTMENT:

CIP2020019 50214150-543113

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

ATTACHMENTS:

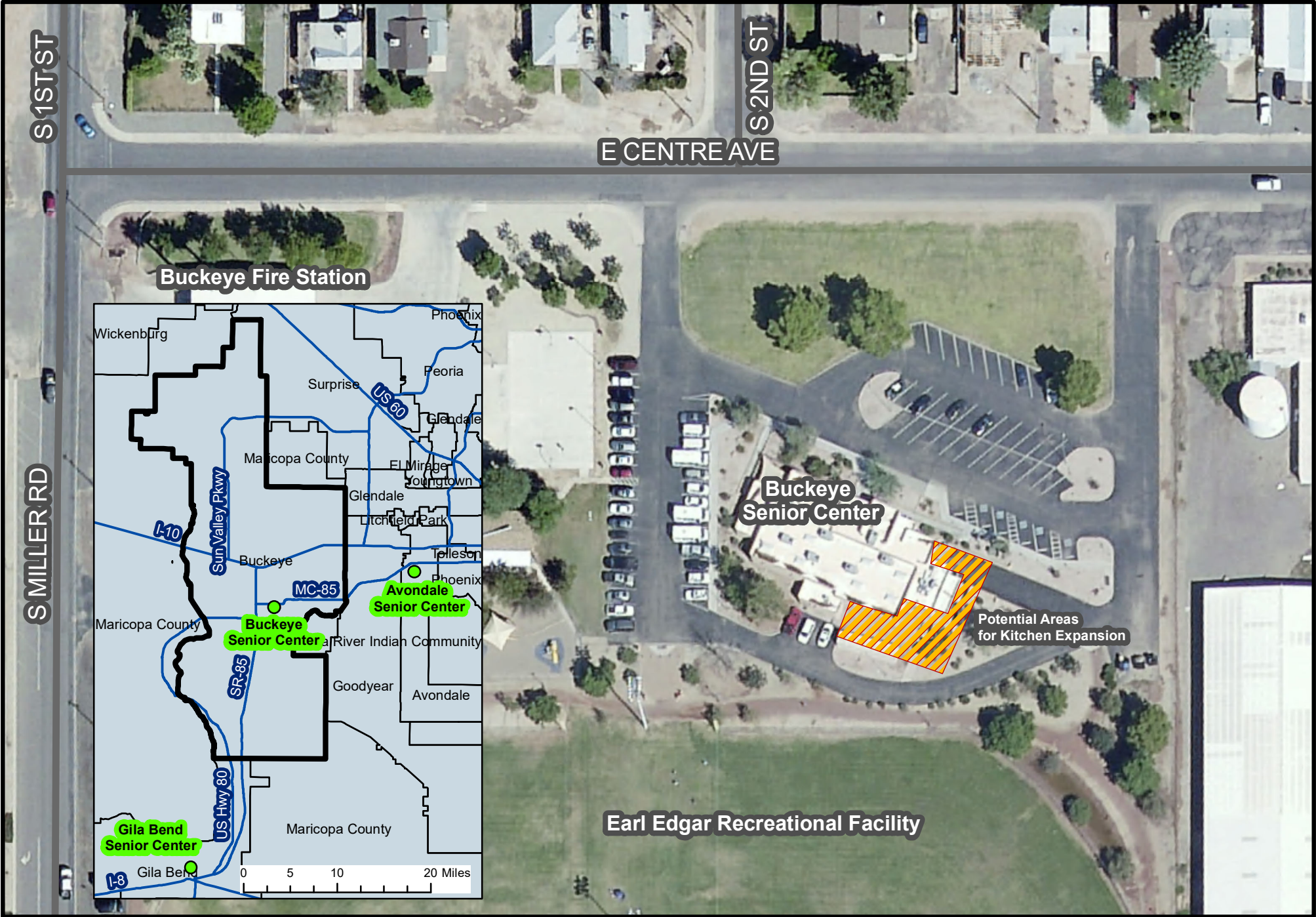
[Vicinity Map -CDBG Grant Buckeye Kitchen Expansion.pdf](#)

[IGA between City and Maricopa County re CDBG.pdf](#)

[RES 47-21 CDBG Grant for Kitchen Expansion - Maricopa County.pdf](#)

Buckeye Senior Center Kitchen Expansion

CDBG Grant Application FY 21/22



INTERGOVERNMENTAL AGREEMENT
FOR SERVICES BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
THE CITY OF BUCKEYE

Contract Amount: \$540,000
Contract Start Date: July 1, 2021
Contract Termination Date: June 30, 2023
Contract Number: C-22-21-130-X-00
Program Number: CDBG21BK
CFDA Number: 14.218- Community Development Block Grant
DUNS #: 085452928

This Intergovernmental Agreement ("Agreement") is entered into by and between the City of Buckeye ("Subrecipient"), and Maricopa County, administered by its Human Services Department, ("County"). The Subrecipient and County are collectively referred to here as the "Parties" and individually as a "Party." The Subrecipient, for and in consideration of the covenants and conditions set forth in this Agreement, shall provide and perform the services contained in it. All rights and obligations of the Parties shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth in this Agreement and in:

Section 1 – General Provisions
Section 2 – Special Provisions
Section 3 – Work Statement
Section 4 – Budget and Compensation
Section 5 – Attachments

Subrecipient Representative:	Andrea Marquez	Phone: (623) 349-6220 Email: amarquez@buckeyeaz.gov Address: 530 E Monroe Street Buckeye, AZ 85326
Maricopa County Representative:	Rachel Milne Assistant Director	Phone: (602) 372-1528 Email: rachel.milne@maricopa.gov Address: 234 N. Central Avenue, 3rd Floor Phoenix, AZ 85004

Notices under this Agreement shall be given either by personal delivery or by registered or certified mail postage prepaid and return receipt requested, to the persons at the addresses set forth above and shall be effective upon receipt if personally delivered and three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, if sent by registered or certified mail, unless otherwise indicated in the notice. Business days means Monday through Friday, unless recognized as a federal or State of Arizona holiday.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties to this Agreement. Nothing in this Agreement shall be construed as consent to any lawsuits or waiver of any defenses in any lawsuits brought against Maricopa County or the Subrecipient in any state or federal court.

IN WITNESS, the Parties have approved and signed this Agreement:

APPROVED BY:

APPROVED BY:

THE CITY OF BUCKEYE

MARICOPA COUNTY

Roger Klingler
City Manager

Jack Sellers
Chairman, Board of Supervisors

Date: _____

Date: _____

Attested to:

Attested to:

City Clerk

Clerk, Board of Supervisors

Date

Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT 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 AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT 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

SECTION 1

GENERAL PROVISIONS



**Maricopa County
Human Services Department**

1.0 PURPOSE

The County shall provide Subrecipient with U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds for the provision of CDBG activities as identified in Section 3 (Work Statement).

2.0 TERM

This Agreement shall commence and terminate on the dates listed on page 1 of this Agreement. This Agreement shall become effective upon approval and signature by both Parties.

3.0 RENEWAL

This Agreement may be renewed by a written amendment provided the Subrecipient is in full compliance with all terms and conditions of this Agreement. Under A.R.S. § 11-952, no renewal may exceed the duration of the previous agreement. The County shall notify the Subrecipient in writing of its intent to extend the Agreement term at least thirty (30) calendar days prior to the expiration of the original Agreement term, or any additional terms thereafter.

4.0 AMENDMENTS

All Amendments to this Agreement shall be in writing and signed by authorized signers for both Parties.

5.0 TERMINATION

5.1 Under A.R.S. § 38-511, the County may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County from any other party to this Agreement arising as the result of this Agreement. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.

5.2 Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the County under the Availability of Funds provision). The notice shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth on page 1 of this Agreement.

5.3 The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County deems the health or welfare of the service recipients are endangered or the Subrecipient's noncompliance jeopardizes funding source financial participation. If not terminated by one of the above methods, then this Agreement will terminate upon the expiration of the Term of this Agreement stated on page 1 of this Agreement.

5.4 In accordance with 2 C.F.R. §§ 200, *et seq.*, the County may suspend or terminate this Agreement if the Subrecipient violates any term or condition of this Agreement or if the Subrecipient fails to maintain a good-faith effort to carry out the purpose of this Agreement.

- 5.5 The Parties may terminate this Agreement for convenience in accordance with 2 C.F.R. § 200. The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Parties in writing stating the reasons for such termination.

6.0 EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement is in conflict with the General Provisions or the Special Provisions, the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions, or Work Statement, the Compensation Provisions shall control. Nothing in this Agreement shall operate to increase the Operating Budget without a written amendment to this Agreement.

7.0 DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

- 7.1 **Administrative Manual** means the Community Development Advisory Committee Policy Manual, September 20, 2017, as may be revised, for the administration of CDBG grants.
- 7.2 **Assistant Director** means the Director of the Housing and Community Development Division within the Human Services Department.
- 7.3 **CDAC** means the Community Development Advisory Committee.
- 7.4 **Department** means the Maricopa County Human Services Department.
- 7.5 **Director** means the Director of the Maricopa County Human Services Department.
- 7.6 **Division** means Housing and Community Development Division of the Human Services Department.
- 7.7 **Equipment** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, and software and all other equipment costing \$5,000 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used in this Agreement does not include real property (e.g., land, building, structures, or facilities' improvements).
- 7.8 **Minority Business Enterprise (MBE)** means an entity which is majority owned or controlled by a socially and economically disadvantaged individual as described by Public Law. 95-507.
- 7.9 **Pass-through entity (PTE)** means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.
- 7.10 **Public Agency** has the meaning prescribed by A.R.S. § 11-951.
- 7.11 **Subcontract** means any Agreement entered into by a Subrecipient with a third party for performance of any of the work or provision of any of the services covered by this Agreement.
- 7.12 **Subcontractor** means an entity funded through the Subrecipient to provide services required by the Work Statement.
- 7.13 **Subaward** means an award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a federal award received by the pass-through entity. It does not include payments to a Subrecipient or payments to an individual that is a beneficiary of a federal program. A Subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

- 7.14 **Subrecipient** means a public or private nonprofit agency, authority or organization, or an entity described in 24 C.F.R. 570.204 (c), to which a subaward is made and which is accountable to the recipient for the use of the funds provided.
- 7.15 **Vendor** means an entity funded through the Subrecipient to provide services required by the Work Statement.
- 7.16 **Women's Business Enterprise (WBE)** means an entity in which a woman has majority ownership and control.
- 7.17 **Work Statement** means Section 3 of this Agreement, which describes the services to be delivered under this Agreement.

8.0 GENERAL REQUIREMENTS

- 8.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable laws and regulations of the United State Department of Housing and Urban Development (HUD). Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.
- 8.2 The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
- 8.3 The Subrecipient is an independent contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee or agent of the County.
- 8.4 The Subrecipient shall comply with the regulations prohibiting a conflict of interest. The Subrecipient shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in Subrecipient's organization or with which the Subrecipient (or any of its directors, officers, owners, trust certificate holders, or a relative thereof) has a substantial interest, unless the Subrecipient has made full written disclosure of the proposed payments to the County and has received written approval for the payments.
- 8.5 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

9.0 ACCEPTANCE OF FUNDS

Subrecipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to the County within thirty (30) days after receipt, unless Subrecipient receives a written waiver of this requirement by the County.

10.0 ASSIGNMENT AND SUBCONTRACTING

- 10.1 No right, liability, obligation or duty under this Agreement may be assigned, delegated or subcontracted, in whole or in part, without the prior written approval of the County. The Subrecipient shall bear all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the County agrees otherwise.
- 10.2 In accordance with 2 C.F.R. §200.331, the Subrecipient may make a "Subaward" as a pass-through entity for the purpose of carrying out a portion of the federal award and General Funds. The Subrecipient will make determinations classifying recipients of federal funds as a Subrecipient.

11.0 AVAILABILITY OF FUNDS

- 11.1 The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Subrecipient, as provided in this Agreement, actually are available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under this Agreement and the County shall keep the Subrecipient fully informed as to the availability of funds.
- 11.2 If any action is taken by any federal, state, local agency, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under, or in connection with, this Agreement, then the Parties may amend, suspend, decrease, or terminate their obligations under, or in connection with, this Agreement. In the event of termination, the Parties shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The Parties shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.

12.0 BUDGET ADJUSTMENTS

- 12.1 Any requests for reasonable budget adjustments shall be submitted ninety (90) calendar days prior to the Termination Date of this Agreement. Requests for financial adjustments to this Agreement shall be supported by appropriate documentation. If the County agrees to the budget adjustments, the County shall follow Paragraph 4.0 above.
- 12.2 The Subrecipient must receive prior written approval from the County to move funds from one budget line item to another. Budget adjustments that do not change the total Agreement amount may be documented by an Administrative Change Order approved and fully executed by the Chairman of the Board of Supervisors and the Subrecipient's authorized Representative and defined in Section 2 (Special Provisions), Paragraph 12.1.18. If a budget adjustment is necessary that either increases or decreases the Agreement amount, then the County shall follow Section 1 (General Provisions), Paragraph 4.0 (Amendments) of this Agreement to amend the Agreement.

13.0 DISPUTES

- 13.1 Except as may otherwise be provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, which shall not exceed one hundred twenty (120) calendar days. Disputes which are not resolved in that time period, shall be submitted in accordance with the following formal dispute resolution process.
- 13.2 If a dispute cannot be resolved informally, then the Subrecipient shall notify the Department in writing by mailing notice of the dispute to the Assistant Director within ten (10) business days from expiration of the informal dispute resolution process described in Subparagraph 13.1 above.
- 13.3 The Assistant Director shall respond in writing to the Subrecipient within fourteen (14) business days. The decision of the Assistant Director shall be final and conclusive unless, within seven (7) business days after the date the Subrecipient is served with the decision, the Subrecipient files a written notice of appeal with the Human Services Department Director.
- 13.4 The Human Services Department Director shall provide the Subrecipient with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final and not appealable.

- 13.5 Pending a final decision of the Director, the Subrecipient shall diligently proceed with its performance of this Agreement in accordance with the Assistant Director's decision.

14.0 SEVERABILITY

Any provision of this Agreement that is determined to be invalid, void, or illegal by a court shall in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions shall remain in full force and effect.

15.0 STRICT COMPLIANCE

The County's acceptance of the Subrecipient's performance that is not in strict compliance with the terms of this Agreement shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

16.0 SINGLE AUDIT ACT REQUIREMENTS

The Subrecipient is in receipt of federal funds through the County and is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. § 7501, *et seq.*). The Subrecipient shall comply with 2 C.F.R. 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. The Subrecipient shall take corrective actions within six (6) months of the date of receipt of audit findings. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by HUD or the County that the Subrecipient is not in - compliance with the audit requirements.

17.0 AUDIT DISALLOWANCES

- 17.1 The Subrecipient shall, upon written notice, reimburse the County for any payments made under this Agreement that are disallowed by a federal, state, or County audit in the amount of the disallowance. Court costs and attorney and expert fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.
- 17.2 If the County determines that a cost for which payment has been made is a disallowed cost, then the County will notify the Subrecipient in writing of the disallowance and the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the County.

18.0 COMPETITIVE BID REQUIREMENTS

18.1 Equipment

If this Agreement is with other than a Public Agency, the Subrecipient shall obtain all equipment to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost in accordance with the following competitive bidding system:

- 18.1.1 Procurements in excess of \$300, but less than \$1,000, require oral price quotations from two or more vendors. The Subrecipient shall keep and maintain a record of the vendors' verbal quotations. The Subrecipient's award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

18.1.2 Procurements exceeding an aggregate amount of \$1,000 must be approved by the Assistant Director. At least three (3) bidders shall be solicited to submit written quotations. The Subrecipient shall solicit written quotations by issuing a Request for Quotation to at least three (3) vendors. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

18.2 Supplies

If this Agreement is with other than a Public Agency, then the Subrecipient shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and in accordance with a system of written quotes whenever the price is expected to be greater than \$300, unless the Subrecipient obtains the Assistant Director's prior written approval to purchase supplies by an alternate method.

18.3 Minority, Women and Small Business Enterprises

The Subrecipient shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.

18.4 Bidding Procedures

If the Subrecipient is a Public Agency, then the Subrecipient's own bidding procedures shall govern.

18.5 Procedures May Be Superseded

Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions section of this Agreement.

19.0 PROPERTY

19.1 Any County property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with instructions furnished by the County, and title to all such property shall revert to the County upon the expiration or termination of this Agreement. The costs to repair such property are the responsibility of the Subrecipient within the limits budgeted in this Agreement.

19.2 Any Subrecipient property furnished or purchased pursuant to the terms of the Agreement shall be utilized, maintained, repaired, and accounted for by the Subrecipient. Repair costs of such property shall be the responsibility of the Subrecipient.

20.0 NON-LIABILITY

The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any acts or omissions by the Subrecipient or Vendor or any agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions of the Subrecipient or Vendor occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for any purchases or contracts made by the Subrecipient or Vendor or any agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions of the Subrecipient or Vendor, in connection with this Agreement.

21.0 INDEMNIFICATION

To the extent permitted by law, the Subrecipient shall, and shall cause any of its Subcontractors to, indemnify, defend, and hold harmless the County, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions (hereinafter referred to as "Indemnitee") from and against any and all claims, demands, actions, liabilities, damages, losses, judgments, or expenses (including court costs, attorney and expert fees, and costs of claim processing, investigation, and litigation) (hereinafter referred to as "Claims"): A.) that either directly or indirectly are caused by, arise from, or relate to breach of this Agreement by the Subrecipient and any of its Subcontractors, or any and all agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, or commissions of the Subrecipient and any of its Subcontractors; and B.) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused by, arise from, or relate to, in whole or in part, the negligent or willful acts or omissions of the Subrecipient or any of its Subcontractors, or any and all agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions of the Subrecipient and of any Subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of the Subrecipient or any of its Subcontractors to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subrecipient and any of its Subcontractors from and against any and all claims. It is agreed that the Subrecipient and any of its Subcontractors will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

22.0 INSURANCE

- 22.1 The Subrecipient, shall and shall cause any of its Subcontractors to purchase and maintain the minimum insurance stipulated in this Agreement from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6 or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company which is or companies which are authorized to do business in the State of Arizona, provided that such insurance company or companies meet the approval of the County. The form of any insurance policies and forms must be acceptable to the County.
- 22.2 All insurance required under this Agreement shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Agreement.
- 22.3 The Subrecipient's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.
- 22.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.
- 22.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible or self-insured retentions (or both) shall not be applicable with respect to the coverage provided to the County under those policies. The Subrecipient shall be solely responsible for the deductible and self-insured

- retention and the County, at its option, may require the Subrecipient to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 22.6 The County reserves the right to request and to receive, within 10 business days, certified copies of any or all of the insurance certificates required under this Agreement. The County shall not be obligated to review policies and endorsements or to advise the Subrecipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Subrecipient from, or be deemed a waiver of the County's right to insist on strict fulfillment of the Subrecipient's obligations under this Agreement.
- 22.7 The insurance policies required by this Agreement, except Worker's Compensation, shall name the County, its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions as Additional Insureds.
- 22.8 The policies required under this Agreement, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, board, and commissions for any claims arising out of the Subrecipient's work or service.
- 22.9 The Subrecipient's policies shall stipulate that the insurance afforded the Subrecipient shall be primary insurance and that any insurance carried by the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions shall be excess and not contributory insurance, as provided by A.R.S. § 41-621.
- 22.10 Coverage provided by the Subrecipient shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 22.11 Commercial General Liability:
Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 22.12 Worker's Compensation:
22.12.1 Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Subrecipient's employees engaged in the performance of the work or services under this Agreement; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
- 22.12.2 Subrecipient waives all rights against County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions for recovery of damages to the extent these damages are covered by the Worker's Compensation and Employer's Liability or commercial umbrella liability insurance obtained by the Subrecipient pursuant to this Agreement.

- 22.13 Sexual Molestation and Physical Abuse:
- 22.13.1 When services involve working with children, elderly, or disabled individuals, the insurance requirements in the (sub)contract must include coverage for "sexual molestation and physical abuse." Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, Subrecipients whose services include working with or caring (or both) for children/elderly and disabled persons should have their policies specifically endorsed to include this coverage.
- 22.13.2 The policy shall be endorsed to include coverage for sexual molestation and physical abuse at limits not less than \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate. These limits may be included within a General Liability policy, Professional Liability policy or provided by separate endorsement with its own limits as required. Subrecipient and its Subcontractors must provide the following statement on their Certificate(s) of Insurance: "Sexual molestation and physical abuse coverage is included." Policies/certificates stating that "Sexual molestation and physical abuse coverage is not excluded" do not meet this requirement.
- 22.14 Certificates of Insurance:
Upon execution of this Agreement, the Subrecipient shall, and shall cause any of its Subcontractors, to furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Agreement, issued by the Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement by number and title.
- 22.15 Prior to commencing either work or services under this Agreement, the Subrecipient shall have insurance in effect as required by the Agreement in the form provided by the County, issued by the Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall be made available to the County with ten (10) business days after a request by the County. BY SIGNING THIS AGREEMENT, THE SUBRECIPIENT AGREES TO THIS REQUIREMENT AND THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS AGREEMENT.
- 22.16 In the event any insurance policy(ies) required by this Agreement is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Subrecipient's work or services and as evidenced by annual Certificates of Insurance.
- 22.17 If a policy does expire during the life of this Agreement, then a renewed Certificate of Insurance must be sent to the County forty-five (45) business days prior to the expiration date.
- 22.18 Cancellation and Expiration Notice:
Insurance required under this Agreement shall not be permitted to expire, be canceled, or materially changed without thirty (30) business days prior written notice to the County.
- 22.19 If the Subrecipient provides professional or semi-professional personal services under this Agreement for which malpractice or professional liability coverage is available, such as medical, psychiatric, or legal services, then the Subrecipient shall carry minimum liability coverage of \$2,000,000 each occurrence and provide the County with proof of coverage.

- 22.20 Subcontractor: The Subrecipient's certificate(s) shall include all Subcontractors as insureds under its policies or the Subrecipient shall furnish to the County separate certificates for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.
- 22.21 Approval: Any modification or variation from the insurance requirements in any agreement must have prior approval from the County whose decision shall be final. Such action will not require a formal Amendment.
- 22.22 Exceptions: In the event the Subrecipient is a public entity, the Insurance Requirements shall not apply to such public entity. Such public entity shall provide a Certificate of Self-Insurance or a Certificate of Proof of Pool Insurance. Nongovernmental Subcontractors of the Subrecipient shall comply with all insurance terms.

23.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of the Agreement. The provision applies to work performed by Subrecipients or Subcontractors at all tiers.

24.0 TECHNICAL ASSISTANCE

The County will provide reasonable technical assistance to the Subrecipient to assist in complying with state and federal laws, and regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations and standards. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

25.0 STAFF AND VOLUNTEER TRAINING

The County may make available to the Subrecipient the opportunity to participate in any applicable training activities conducted by the County.

26.0 CLEAN AIR ACT

If the total face value of this Agreement exceeds \$100,000, the Subrecipient agrees to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

27.0 LOBBYING

- 27.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

- 27.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal agreement, grant, loan or cooperative agreement, then the Subrecipient shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

28.0 RELIGIOUS ACTIVITIES

The Subrecipient warrants that none of its costs and none of the costs incurred by the Subrecipient or any of its Subcontractors will include any expense for any religious activities.

29.0 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by the County or the Subrecipient or any Subcontractor under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

30.0 COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that no persons or entities have been employed or retained by it to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

31.0 SAFEGUARDING OF PARTICIPANT INFORMATION

- 31.1 The Subrecipient shall observe and abide by all applicable State of Arizona and federal statutes, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contracted services. To the extent permitted by law, the Subrecipient shall release information to the County, Department, Attorney General's Office, or other designated agency as required by the County by the terms of this Agreement or by law.
- 31.2 The Subrecipient shall comply with the requirements of the Arizona Address Confidentiality Program, A.R.S. §§ 41-161, *et seq.* The Department will advise the Subrecipient as to applicable policies and procedures adopted for such compliance.

32.0 RIGHTS IN DATA

The County shall have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to this Agreement and to the performance under it.

33.0 COPYRIGHTS

If this Agreement results in a book or other written material, the author is free to copyright the work, but the County reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use, all copyrighted material and all material that may be copyrighted as a result of this Agreement.

34.0 AGREEMENT COMPLIANCE MONITORING/AUDITING

- 34.1 The County will annually monitor the Subrecipient's compliance for fiscal and programmatic performance under the terms and conditions of this Agreement and applicable regulations promulgated by the U.S. Department of Housing and Urban

Development and Maricopa County. On-site visits for compliance monitoring may be made by the County or its grantor agencies (or by both the County and its grantor agencies) at any time during the Subrecipient's normal business hours, announced and/or unannounced. For auditing purposes, the County shall provide the Subrecipient with 30-days' advance notice of any proposed on-site visit. During an on-site visit(s), the Subrecipient shall make all of its records and accounts related to work performed or services provided under this Agreement available to the County for inspection and copying.

- 34.2 The County shall request information for fiscal monitoring/audit per Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. § 200, to include:

34.2.1 Financial Management 2 C.F.R. § 200.302

34.2.2 Internal Controls 2 C.F.R. § 200.303

34.2.3 Bonds 2 C.F.R. § 200.304

34.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305

34.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306

34.2.6 Program Income 2 C.F.R. § 200.307

34.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308

34.2.8 Period of Performance 2 C.F.R. § 200.309

34.2.9 Insurance Coverage 2 C.F.R. § 200.310

34.2.10 Record Retention and Access 2 C.F.R. §§ 200.334 – 200.338

34.2.11 Procurement Standards 2 C.F.R. § 200.318

34.2.12 Indirect Costs 2 C.F.R. § 200.414

34.2.13 Compensation-Personal Services 2 C.F.R. § 200.430

34.2.14 Audit Requirements 2 C.F.R. §§ 200.501-200.517

35.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS

- 35.1 The Subrecipient shall, during the term of this Agreement, within 15 business days from acceptance, inform the Assistant Director in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. The Subrecipient's failure to notify the County of any such agreement shall be a breach of this Agreement and the County may immediately terminate this Agreement without liability.
- 35.2 The Assistant Director may request, and Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) business days, a copy of all such other agreements or grants, when, in the opinion of the Assistant Director, the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement.
- 35.3 If the Assistant Director determines that the award to the Subrecipient of such other agreements or grants has affected the costs being paid or reimbursed under this Agreement, then the Assistant Director shall prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" paragraph of this Agreement.

36.0 MINIMUM WAGE REQUIREMENTS

The Subrecipient warrants that it shall pay all of its employees who are engaged in either performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, et seq.), by law and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

37.0 RECOGNITION OF COUNTY SUPPORT

The Subrecipient shall give recognition to the County and the funding source for its support when the Subrecipient publishes materials or releases public information that is paid for in whole or in part with funds received by the Subrecipient under this Agreement.

38.0 GRIEVANCE PROCEDURE

The Subrecipient shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of the Subrecipient's work under this Agreement. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the County if the grievance is not satisfied at the Subrecipient's level. This system shall include protest procedures for decisions related to contract awards and requests for reasonable accommodations for persons with disabilities.

39.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS

39.1 The Subrecipient, in connection with any services or other activities under this Agreement, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Subrecipient shall include this clause in all of its Subcontracts.

39.2 The Subrecipient shall comply with requirements of the Housing and Urban Development Equal Access Rule at 24 C.F.R. Part 5, Final Rule 5863, to ensure equal access to housing and services regardless of gender identity.

40.0 DISABILITY REQUIREMENTS

The Subrecipient agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§41-2531 and 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

41.0 EQUAL EMPLOYMENT OPPORTUNITY

41.1 The Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.

41.2 The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

41.3 The Subrecipient shall and shall cause its Subcontractors to comply with:

41.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);

41.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*);

41.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);

41.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*);
and

- 41.3.5 Arizona Executive Order 2009-09, as amended, *et seq.* which mandates that all persons shall have equal access to employment opportunities.

42.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Agreement, the Subrecipient agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. §§ 200, *et seq.*

43.0 FINANCIAL MANAGEMENT

The Subrecipient shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or shall establish an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disbursed in a manner specified by the County in accordance with applicable State of Arizona and federal regulations. The Subrecipient shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, then it shall be in accordance with generally accepted accounting principles.

44.0 RETENTION OF RECORDS

- 44.1 This provision applies to all financial and programmatic records, supporting document, statistical records and other records of the Subrecipient that are related to this Agreement.
- 44.2 The Subrecipient shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the County, federal and state auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy, and make use of any and all of the records.

45.0 ADEQUACY OF RECORDS

If the Subrecipient's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, then the Subrecipient shall reimburse the County for the services not supported and documented.

46.0 IMMIGRATION LAWS AND REGULATIONS

46.1 Federal Immigration and Nationality Act

- 46.1.1 The Subrecipient understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Subrecipient agrees to comply with the IRCA in performing under this Agreement and to permit the County to inspect personnel records to verify such compliance.
- 46.1.2 By entering into this Agreement, the Subrecipient warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees. The Subrecipient shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the County upon request. These warranties shall remain in effect through the term of the Agreement. The Subrecipient and their subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all

employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

- 46.1.3 The Subrecipient may request verification of compliance for any employee or Subcontractor performing work under the Agreement. Should the County suspect or find that the Subrecipient or any of its Subcontractors are not in compliance, then the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension or debarment (or both) of the Subrecipient. All costs necessary to verify compliance are the responsibility of the Subrecipient or its Subcontractor.

- 46.2 **Arizona Law:** The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges that:

- 46.2.1 That then Subrecipient and its Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

- 46.2.2 A breach of a warranty under this Subparagraph 46.2.2 shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability; and

- 46.2.3 The County and any contracting government entity retain the legal right to inspect the papers and employment records of any Subrecipient or Vendor employees who works on this Agreement to ensure that the Subrecipient or Vendor is complying with the warranty provided under this Subparagraph 46.2.3 and that the Subrecipient agrees to make all papers and employment records of those employees available during normal working hours in order to facilitate such an inspection.

47.0 DRUG FREE WORKPLACE ACT

The Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that Subrecipients and grantees of federal funds must certify that they will provide drug-free workplaces. This certification is a precondition to receiving a grant or entering into this Agreement.

48.0 EMPLOYMENT DISCLAIMER

- 48.1 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

- 48.2 The Subrecipient agrees that no individual performing under this Agreement on behalf of the Subrecipient may be considered a County agent, employee, or representative and that no rights of County civil service, County retirement, or County personnel rules shall accrue to or apply to any such individual. The Subrecipient shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the Subrecipient shall indemnify, defend, and hold harmless the County with respect thereto.

- 48.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a Subrecipient agent, employee, or representative and that no rights of the Subrecipient civil service, the Subrecipient retirement, or the Subrecipient personnel rules shall accrue to or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement,

withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the County shall indemnify, defend and hold harmless the Subrecipient with respect thereto.

49.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

- 49.1 The undersigned, by signing this Agreement, represents that he/she has the authority to bind the Subrecipient to the terms of this Certification. The Subrecipient, as the primary participant in accordance with 2 C.F.R. Part 180, certifies to the best of its knowledge and belief that it and its principals:
- 49.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 49.1.2 Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; (2) the violation of any federal or State antitrust statutes or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 49.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 49.1.2 above; and
 - 49.1.4 Have not, within a three-year period preceding this Start Date of this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 49.2 The Subrecipient agrees to include, without modification, this clause in all lower tier covered transactions (i.e., transactions with Subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

50.0 SUBRECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:

- 50.1 The Subrecipient agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on the Subrecipient employee whistleblower protections established at 41 U.S.C. § 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and Section 3.908 of the Federal Acquisition Regulation;
- 50.2 The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the Subrecipient and copies provided to County upon request; and
- 50.3 The Subrecipient shall insert the substance of this clause, including this Paragraph 50.3, in all subcontracts over the simplified acquisition threshold (\$250,000 as of June 2021).

51.0 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01

If the Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, then the Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

52.0 SURVIVAL

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

SECTION 2
SPECIAL PROVISIONS



Maricopa County
Human Services

1.0 STANDARDS

The Subrecipient shall perform the work and provide the services as identified in the Work Statement and shall immediately notify the Department whenever the Subrecipient is unable to, or anticipates an inability to, perform any of the work, or provide any of the services required by the terms of this Agreement. The Subrecipient acknowledges that any inability to perform the work and provide the services, or comply with the standards set forth in, this Agreement may subject the Subrecipient to the remedies provided in Paragraph 6.0, Default and Remedies for Noncompliance in the Special Provisions.

2.0 COMPLIANCE WITH LAWS, RULES & REGULATIONS

This Agreement and the Parties to it, are subject to all applicable federal, state, or local laws, rules, and regulations. The Subrecipient shall ensure compliance, and the Subrecipient shall comply with all applicable laws, rules, and regulations, without limitation to those designated within this Agreement. Refer to Paragraph 6.0, Default and Remedies for Noncompliance provided in the Special Provisions.

3.0 IT 508 COMPLIANCE

Unless specifically authorized in the Agreement, any electronic or information technology offered to the County under this Agreement shall comply with A.R.S. § 41-3531 and § 41-3532, as may be amended, and Section 508 of the Rehabilitation Act of 1973, which require the employees and members of the public shall have access to use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

4.0 AUDIT REQUIREMENTS

In accordance with A.R.S. § 11-624, the Subrecipient shall, at its own expense, file with the County by March 31st of each Agreement year, either:

- 4.1 Audited financial statements prepared in accordance with federal single audit requirements; or
- 4.2 Financial statements of the CDBG program prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant; or
- 4.3 A Comprehensive Annual Financial Report, prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

5.0 PROGRAM INCOME

- 5.1 All income received from a CDBG funded project shall be considered program income and subject to the requirements set forth in CDBG Program regulations. Program Income includes, but is not limited to:
 - 5.1.1 sales/lease returns on investment; and
 - 5.1.2 payments of principal and interest on loans.
- 5.2 Program Income received by the Subrecipient shall be tracked and returned to the County as follows:
 - 5.2.1 program income shall be tracked by the Subrecipient and accounted for in a separate fund or account;
 - 5.2.2 documentation supporting the amount of program income received shall be submitted quarterly with the quarterly progress report;
 - 5.2.3 all program income shall be submitted at the end of each fiscal year, June 30th, with a program income log that states program income received during the year.

- 5.3 Program income that is received after at the end of this Agreement shall be sent to the County in accordance with 24 C.F.R. § 92.503 within 30 days of receipt.

6.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

- 6.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
- 6.2 This Agreement may be immediately terminated by the County if the Subrecipient defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the Subrecipient's ability to perform any of its obligations under this Agreement. The County reserves the right to have service provided by persons other than the Subrecipient if the Subrecipient is unable or fails to provide required services within the specified time frame in the work statement.
- 6.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:
- 6.3.1 Non-performance of any obligations required by this Agreement.
- 6.3.2 Noncompliance with any applicable federal, state, or local laws, rules or regulations, including HUD guidelines, policies, or directives.
- 6.3.3 Unauthorized expenditure of funds.
- 6.3.4 Improper disposition of program income.
- 6.3.5 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200 *et seq.*
- 6.3.6 Noncompliance with recordkeeping, record retention, or reporting requirements.
- 6.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Subrecipient shall, without intent to limit or with restrictions, be subject to the following:
- 6.4.1 All awards of funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.
- 6.4.2 Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
- 6.4.3 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Subrecipient at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under Agreement or rule.
- 6.4.4 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.
- 6.5 The Subrecipient shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and all of its agents,

representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

7.0 ADMINISTRATIVE REQUIREMENTS

- 7.1 Accounting Standards - The Subrecipient agrees to comply with this Agreement and to adhere to the accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations. The Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
- 7.2 Procurement - All procurement completed under this Agreement shall comply with the requirements at 2 C.F.R. Part 200, Subpart D, Procurement Standards. The Subrecipient may utilize its own procurement system if it meets or exceeds the requirements in 2 C.F.R. 200 Subpart D.
- 7.3 Repayment of Funds – The Subrecipient agrees to repay funds provided under this Agreement for noncompliance with the terms of this Agreement. Repayment shall be in accordance with the terms of this Agreement or the requirement of applicable laws and regulations, including continuing use compliance. The County may specify in writing, the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or alternative terms be accomplished later than sixty (60) calendar days following the written determination of noncompliance by the County.
- 7.4 Documentation and Record Keeping - The Subrecipient agrees to comply with this Agreement and the following record keeping requirements:
 - 7.4.1 Records to be maintained - The Subrecipient shall maintain all records required by the federal regulations specified in 24 C.F.R. Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - 7.4.1.1 Records providing a full description of each activity undertaken;
 - 7.4.1.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program, including HUD required revisions that may be released after this Agreement has been executed;
 - 7.4.1.3 Records required for determining the eligibility of activities;
 - 7.4.1.4 Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance (Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 C.F.R. Part 570.505, as applicable);
 - 7.4.1.5 Records that demonstrate citizen participation;
 - 7.4.1.6 Records that demonstrate compliance regarding acquisitions, displacement, relocation, and replacement housing;
 - 7.4.1.7 Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - 7.4.1.8 Financial records as required by 24 C.F.R. Part 570.502, 2 C.F.R. § 200, and OMB Circulars;

- 7.4.1.9 Other records necessary to document compliance with Subpart K of 24 C.F.R. § 570; and
- 7.4.1.10 Records documenting compliance with Section 3 of the Housing Development Act of 1968.
- 7.4.2 DUNS Number and SAM Profile - All Subrecipients shall have a valid Dun and Bradstreet (DUNS) number and an active profile in the federal System for Award Management (SAM).
 - 7.4.2.1 To obtain a DUNS Number use this link:
<https://www.dnb.com/duns-number.html>
 - 7.4.2.2 For additional information on System for Award Management (SAM) and, DUNS use this link:
<https://www.sam.gov/SAM/pages/public/generalInfo/aboutSAM.jsf>
- 7.4.3 Housing - Records that demonstrate compliance with deeds of trust, promissory notes, and forgivable loans associated with owner occupied housing activities.
- 7.4.4 Public Facilities - Records that demonstrate continuing ownership and eligible use of facility according to CDBG regulations.
- 7.4.5 Outcome Measures – The Subrecipient shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.
- 7.4.6 Records Retention - The Subrecipient shall retain all records pertinent to this Agreement for a period of six (6) years after all CDBG requirements have been met. In the event of litigation, a claim, or an audit is begun before the expiration of this retention period, said records shall be retained until all such action or audit findings involving the records have been resolved.
- 7.4.7 Disclosure - The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.
- 7.4.8 Property Records - The Subrecipient shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.
- 7.4.9 Audits and Inspections - All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, their designees, or the federal government, at any time during normal business hours, as often as the County deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any relevant deficiencies noted in audit reports must be addressed by the Subrecipient within 45 calendar days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments.
- 7.4.10 The Subrecipient hereby agrees to have an Annual Audit conducted in accordance with Administrative Manual. The Annual Audit requirement is applicable regardless of the amount of funding received by Subrecipients via this Agreement.

- 7.5 Reporting
- 7.5.1 Progress Reports - The Subrecipient shall be responsible to provide reports on all activities related to the Scope of Work. The Subrecipient agrees to submit to the County Performance Reports:
- 7.5.1.1 Monthly Performance Report, Project Schedule Update, and Household Demographics Report in the forms and content as required by the County, as indicated on the forms. Monthly Performance Reports shall be due on the 15th of the month, addressing activities of the proceeding month. If there has been no activity, then the reports need to explain why. Failure to submit timely reports will result in suspension of payment for reimbursement requests until all reports are brought current.
- 7.5.1.2 Minority Business Enterprise/Women Business Enterprise (MBE/WBE) information; and
- 7.5.1.3 Other HUD-required reporting data as applicable shall be submitted.
- 7.5.2 Continuing Use Requirements - If the activity is a public facility, the Subrecipient shall provide the County, on an annual basis, a Certificate of Use Statement certifying that the facility is being used to meet a national objective and eligible activity.
- 7.5.3 Program Income – The Subrecipient agrees to comply with the quarterly and annual program income reporting requirements of 24 C.F.R. 570.504 and the Administrative Manual. The Subrecipient shall report program income received and expended program income as defined in 24 C.F.R. § 570.500 generated by activities carried out with CDBG funds made available under this Agreement. Documentation supporting the amount of program income received and expended shall be submitted with the reports required. Subrecipient shall account for program income and maintain a separate account for these funds. Program income shall be retained by the Subrecipient and shall be used only for CDBG eligible activities as outlined in the HUD CDBG regulations and the Administrative Manual. The Subrecipient further agrees that these funds shall be utilized to pay for CDBG activities prior to requesting any reimbursement from County for any CDBG activities.
- 7.6 Performance Monitoring - The County shall monitor the Subrecipient to determine if CDBG funded activities are implemented and administered in accordance with this Agreement and all applicable federal requirements and to gauge performance of the Subrecipient against goals and performance standards required in this Agreement. The Subrecipient will prepare for monitoring and assure all required files and documentation are available at scheduled monitoring. Failure of the Subrecipient to administer, implement, and perform as determined by federal regulations and County policies shall constitute noncompliance with this Agreement and is subject to the Default and Remedies for Noncompliance provided in Paragraph 6.0.
- 7.7 Subcontracts
- 7.7.1 Approvals - The Subrecipient shall not commit to any pre-contract costs or enter into any Subcontract(s) with any agency or individual in the performance of this Agreement without the Notice to Proceed from the County. Execution of construction (Sub)contracts may not occur until a letter stating the Subrecipient is not on the debarred list is received from the County.

- 7.7.2 DUNS Number: All Subcontractors shall have a valid DUNS number and an active profile in the federal System for Award Management (SAM).
- 7.7.3 Selection Process - The Subrecipient shall ensure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competitive basis. Executed copies of all Subcontracts shall be forwarded to the County along with documentation, if requested, concerning the selection process.
- 7.7.4 Section 3 of the Housing and Urban Development Act of 1968 - The Subrecipient shall include the Section 3 clause in Subcontracts, as required, and shall take appropriate action under the Subcontract upon a finding that the Subcontractor is in violation of regulations issued by HUD/County. The Subrecipient shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Section 135.
- 7.7.5 Agreement Monitoring - The Subrecipient shall monitor/review all Subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in the Progress Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.

8.0 POLICY/ADMINISTRATIVE MANUALS USE

By executing this Agreement, the Subrecipient acknowledges receipt of and agrees to be familiar with and comply with the policies/procedures established in the most recent CDBG and CDAC Policy Manual, dated September 20, 2017, as may be revised.

9.0 ENVIRONMENTAL CONDITIONS

- 9.1 The Subrecipient agrees to comply with the National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 C.F.R. Parts 1500 - 1508, Environmental Review Procedures for Title I of the Community Development Block Grant program pursuant thereto 24 C.F.R. Part 58, Subpart A, and with all conditions required in the process of the environmental assessment. An Environmental Review Record (ERR) shall be completed before taking any physical action on a site or entering into Agreements. If federal funds are involved in an activity, then neither federal nor non-federal funds may be expended or committed by Agreement (conditional or not) for activities related to this Project including design work, until the County provides written authorization based on approval of an ERR.
- 9.2 Air and Water - The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 - 9.2.1 Clean Air Act, 42 USC § 7401, *et seq.*, as amended.
 - 9.2.2 Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, *et seq.*, and as amended, 33 U.S.C. 1318 § 308 relating to inspection, monitoring, entry, reports and information, as well other requirements specified in 33 U.S.C. 1264 §114 and all regulations and guidelines issued thereunder.
 - 9.2.3 Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.
 - 9.2.4 The Subrecipient agrees to comply with conditions set forth by the Air Quality Department or other County agency, as required.
- 9.3 Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood

hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. (In the case of housing, the homeowner must obtain and maintain flood insurance as a condition of funding, or funds may not be utilized.)

- 9.4 Historic Preservation - The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470) and the procedures set forth in 36 C.F.R. Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older, or that are listed or eligible for the National Register of Historic places, or places included on any state or local historic property inventory or any archaeological findings.
- 9.5 Release of Funds (ROF) - No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding also is conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and ROF shall rest with the County. It is the responsibility of the Subrecipient to notify the County, and to refrain from making any commitments and expenditures on a site until a Release of Funds has been issued by the County. Failure to meet these conditions will mean that requested funds will not be disbursed.

10.0 TIMELY IMPLEMENTATION

The Subrecipient agrees that timely implementation of the Work Statement is essential. The Subrecipient agrees that implementation of activities including design/development or construction (or both) shall commence not later than 60 calendar days after the execution of this Agreement.

11.0 ACTIVITY COMPLETION

Upon the final payment to the Subrecipient by the County, the activity shall be considered complete. Upon completion of the Work Statement, all unspent CDBG resources shall be returned to the CDBG unprogrammed funds account. The Subrecipient shall continue to be responsible for compliance activities for the life of the assisted activity. The close-out letter generated by the County shall detail these responsibilities and shall be sent to the Subrecipient. The Subrecipient agrees to comply with the stipulations in the close-out letter that addresses responsibilities after the close of an activity.

12.0 OPERATION & MAINTENANCE

Upon completion of the Work Statement, the Subrecipient shall assume sole responsibility for continuing operation and maintenance of the activity described in the Work Statement.

13.0 ADDITIONAL CERTIFICATIONS AND WARRANTIES

- 13.1 The Subrecipient certifies and warrants that it hereby undertakes the same obligations as the County has undertaken to HUD pursuant to the Annual Action Plan and Assurances. The Subrecipient shall hold the County harmless and indemnify it against any damages or other liabilities that the Subrecipient may incur with respect to HUD as a result of any failures on the part of the Subrecipient to comply with the requirements of any such obligations.

- 13.2 The Subrecipient shall sign Attachments A - Certification for a Drug-Free Workplace; B- Certification of Payments to Influence Federal Transactions; and C – Specific CDBG Certifications.
- 13.3 The obligations undertaken by the Subrecipient are further clarified in the Section 5 Attachments. These certifications include, but are not limited to:
- 13.3.1 The Housing and Community Development Act of 1974 (P.L. 93-383) as amended by the Housing and Urban Rural Recovery Act of 1983 (P.L. 98-181), Housing and Community Development Act of 1987, and Cranston-Gonzalez National Affordable Housing Act (P.L. 101-625);
 - 13.3.2 Regulations of the Department of Housing and Urban Development relating to Community Development Block Grants (Title 24, Chapter V, Part 570 of the Code of Federal Regulations (C.F.R.), commencing at Section 570.1);
 - 13.3.3 Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as amended; Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended; Section 109 of the Title I of the Housing and Community Development Act of 1974 as amended; Equal Opportunity in Housing Executive Order 11063, as amended; and any HUD regulations previously issued or to be issued to implement these authorities related to Civil Rights;
 - 13.3.4 The requirements of the Office of the General Counsel Executive Orders 11625 and 12432, regarding Minority Business Enterprise, and 12138 regarding Women's Business Enterprise, and regulations in 2 C.F.R. § 200.321 and Section 281 of the National Housing Affordability Act;
 - 13.3.5 Section 504 of the Rehabilitation Act of 1973 as amended and the Americans With Disabilities Act, of 1990;
 - 13.3.6 Fair Housing Amendments Act of 1988;
 - 13.3.7 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and the Uniform Relocation Act Amendments of 1987 (Title IV, P.L. 100-17, April 2, 1987 and regulations adopted to implement that Act pursuant thereto Title 24, C.F.R. Part 42 as amended;
 - 13.3.8 The Architectural Barriers Act of 1969 (42 U.S.C. Section 4151-4157);
 - 13.3.9 The Hatch Act relating to the conduct of political activities (Chapter 15 of Title 5, U.S.C.);
 - 13.3.10 Section 902 of the Housing and Community Development Amendments of 1978 (P.L. 95-557);
 - 13.3.11 Equal Employment Opportunity Executive Order 11246 and the regulations issued pursuant to it (41 C.F.R. Chapter 60) relating to nondiscrimination in employment and contracting opportunities;
 - 13.3.12 The Labor Standards Regulations set forth in 24 C.F.R., Part 570.603; the Davis-Bacon Act as amended; the provisions of Contract Work Hours and Safety Standards Act; the Copeland "Anti-Kickback" Act (40 U.S.C. § 276a-276a-5; 40 U.S.C. § 327 and 40 USC § 276c) and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of the Davis-Bacon Act 24 C.F.R., Part 570.603, as amended. Such documentation shall be made available to the County for review upon request;
 - 13.3.13 Executive Order 13166 entitled "Improving Access to Services for Persons with Limited English Proficiency" pursuant to Title VI of the Civil Rights Act; and
 - 13.3.14 The Drug-Free Workplace Act of 1988 as it applies to this activity.

- 13.3.15 The Subrecipient shall warrant and cause its Subcontractors to warrant compliance with immigration laws and regulations at A.R.S. §§ 41-4401 and 23-214.
- 13.3.16 Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of:
- 13.3.16.1 2 C.F.R. § 225, "Cost Principles for State, Local and Indian Tribal Governments," and
- 13.3.16.2 2 C.F.R. § Part 200 including Subpart D – Post Federal Award Requirements, Subpart E – Cost Principles, and Subpart F – Audits.
- 13.3.17 Subrecipients that are non-profits shall comply with the requirements and standards of:
- 13.3.17.1 2 C.F.R. Part 230, "Cost Principles for Nonprofit Organizations," or 2 C.F.R. 220, "Cost Principles for Educational Institutions," as applicable,
- 13.3.17.2 OMB Circular A-134, "Financial Accounting Principles and Standards," and
- 13.3.17.3 2 C.F.R. § Part 200 including Subpart D – Post Federal Award Requirements, Subpart E – Cost Principles, and Subpart F – Audits. Audits shall be conducted annually.
- 13.3.18 Administrative Change Orders– The Chairman of the Board of Supervisors is authorized upon the recommendation of the Human Services Department Director and Legal Counsel to make changes within the general scope of the Agreement on behalf of the County through Administrative Change Orders. Administrative Change shall be approved and fully executed by the Chairman of the Board of Supervisors and the City. Administrative Change Orders may address any of the following areas:
- 13.3.18.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;
- 13.3.18.2 Modifications to Budget line items if the Agreement Amount remains unchanged;
- 13.3.18.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and
- 13.3.18.4 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies or requirements.
- 13.3.19 It is the responsibility of the Subrecipient to ensure the latest documents are consulted and followed.

SECTION 3
WORK STATEMENT



Maricopa County
Human Services

1.0 SPECIAL FEDERAL AND PROJECT PROVISIONS

- 1.1. Program Activity: The Subrecipient agrees to implement the activity fully as described in:
 - 1.1.1. This Work Statement in accordance with the terms of the 2020-25 Five-Year Consolidated Plan,
 - 1.1.2. The 2021-22 Action Plan submitted by the County to HUD for funds to carry out the activity,
 - 1.1.3. The Subrecipient's application for funding, as approved by CDAC,
 - 1.1.4. The Certifications which were submitted concurrently with the Annual Action Plan to HUD, and with
 - 1.1.5. Any Cooperation Agreements between the Subrecipient and the County (as applicable).

2.0 SCOPE OF WORK

- 2.1 Project Description: The Subrecipient shall expand and remodel the Buckeye Senior Center kitchen serving Senior Center and homebound seniors and persons with disabilities. The kitchen's footprint will be expanded to 1,500 square feet. The kitchen provides on-site congregate meals and home-delivered meals to City of Buckeye residents and residents in neighboring communities.
- 2.2 Project Purpose: The kitchen expansion project will allow the City of Buckeye to meet the increasing demand for meals for homebound individuals, older adults, and persons with disabilities.
- 2.3 Project Beneficiaries: The project directly supports 495 low- and moderate-income individuals in the City of Buckeye and neighboring communities.
- 2.4 Project Staff: The Subrecipient shall maintain staff qualified to perform the duties of the project. The Subrecipient shall immediately notify the County regarding any changes in staff committed to the CDBG project. The County reserves the right to review the qualifications of new staff committed to the CDBG project after the execution of this Agreement.
- 2.5 Subcontractors: The Subrecipient shall select Subcontractors in accordance with the Administrative Requirements of this Agreement. The Subrecipient shall contract with responsible and qualified Subcontractors to perform the duties of the project. The Subrecipient shall verify the qualifications of each Subcontractor through license verification, references, and SAM.gov.

3.0 IMPLEMENTATION SCHEDULE

Activity	Duration	Start	End
Scope of Work	11 days	November 5, 2021	November 16, 2021
Bidding & Contract Approval	56 days	December 7, 2021	February 1, 2022
Construction	272 days	February 1, 2022	October 31, 2022
Closeout	93 days	October 31, 2022	February 1, 2023

SECTION 4
BUDGET AND COMPENSATION



Maricopa County
Human Services

1.0 BUDGET

Activity	Budget
Construction	\$540,000.00
Total	\$540,000.00

2.0 COMPENSATION

- 2.1 The County shall provide financial assistance in an amount not to exceed the amount listed on page 1 of this Agreement and subject to the terms of this Agreement and availability of funds.
- 2.2 Subject to the availability and authorization of funds for the explicit purposes set forth in the Work Statement, the County will pay the Subrecipient compensation for services rendered as indicated in the following subsections.
- 2.3 The Subrecipient shall be reimbursed utilizing Catalog of Federal Domestic Assistance (CFDA) Number 14.218, Community Development Block Grants/Entitlement Grants provided to the County through the U.S. Department of Housing and Urban Development (HUD).
- 2.4 The County shall reimburse the Subrecipient on a net "0" payments standard.

3.0 METHOD OF PAYMENT

- 3.1 The Subrecipient agrees to submit monthly reimbursement requests to County unless monthly expenditures for the activity do not exceed One Thousand Dollars (\$1,000.00). County agrees to reimburse Subrecipient for actual allowable costs incurred, upon certification of Release of Funds and submittal by Subrecipient of an itemized statement of actual expenditures incurred, supported by backup documentation such as:
 - 3.1.1 invoices and copies of checks showing payment of invoices and/or
 - 3.1.2 timesheets showing hours worked on eligible activities.
- 3.2 The Subrecipient shall submit to the County a Request for Reimbursement of all expenditures within the same fiscal year in which the expenditures are incurred. The fiscal year runs July 1st through June 30th and all Requests for Reimbursement shall be submitted no later than July 30th for the preceding fiscal year.
- 3.3 All requests for reimbursement shall be submitted to:
HSDFINANCE@MARICOPA.GOV.
- 3.4 Reimbursement by County is not to be construed as final in the event that HUD disallows reimbursement for the activity or any portion thereof. Funds not expended in implementing this CDBG activity or upon completion of the activity shall be returned to the CDBG unprogrammed funds account as provided by the Administrative Manual. Request for reimbursement must be made using the Request for Reimbursement form provided by the County.

4.0 DISALLOWED COSTS

- 4.1 The cost principles set forth in the Code of Federal Regulations, 48 C.F.R., Chapter 1, Subchapter e, Part 31 including later amendments and editions on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under Agreement provisions that provide for the reimbursement of costs. Those costs that are specifically defined as unallowable in 48 C.F.R., Chapter 1, Subchapter e, Part 31 therein will not be submitted for reimbursement by the Subrecipient and may not be reimbursed with County funds.

- 4.2 The Subrecipient shall follow cost principles as outlined in Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. § 200.

5.0 FINAL REIMBURSEMENT UPON CONTRACT TERMINATION

- 5.1 Prior to termination of this Agreement, at the date identified on page 1 of this Agreement, or as may be amended, the Subrecipient shall submit the final reimbursement request.
- 5.1.1 This request shall be submitted no later than 30 calendar days after the termination date except as noted immediately below.
- 5.1.2 If the termination date is between June 10 and June 30, then the final reimbursement request shall be submitted by July 10th.
- 5.1.3 The final progress report, and any other required reports that may be applicable, such as the program income report, shall be submitted with the final reimbursement request.

SECTION 5
ATTACHMENTS



Maricopa County
Human Services

ATTACHMENT 1**Certification for
a Drug-Free Workplace**U.S. Department of Housing
and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

form HUD-50070 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

ATTACHMENT 2**Certification of Payments
to Influence Federal Transactions**

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 11/30/2023)

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

(1) No Federal 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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 imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

Previous edition is obsolete

form HUD 50071 (01/14)

ATTACHMENT 3
Specific CDBG Certifications

The Subrecipient certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 C.F.R. § 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing and expand economic opportunities primarily for persons of low- and moderate-income. (See 24 C.F.R. Part 91 and 24 C.F.R. Part 570).

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Annual Action Plan may also include activities which the subrecipient certifies are designed to meet other community development needs having an urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. Overall Benefit. The aggregate use of CDBG funds including Section 108 (See 24 C.F.R. Part 570, Subpart M) guaranteed loans during program year(s) 2021, 2022, and 2023 (a period specified by the Subrecipient consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low- and moderate-income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period; and
3. Special Assessments. It shall not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction shall not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant shall be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Fair Housing Act (42 U.S.C. §§ 3601-3619), and implementing regulations.

Lead-Based Paint -- Its notification, inspection, testing, interim controls, and abatement procedures concerning lead-based paint shall comply with the requirements of 24 C.F.R. §570.608.

Compliance with Laws -- It shall comply with applicable laws.

Signature/Authorized City Official

Date

Printed/Typed Name

Title

Subrecipient Name

RESOLUTION NO. 47-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING 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 AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY.

WHEREAS, the City of Buckeye (the “City”) recognizes the need to provide warm and nutritious meals to the City’s growing population of seniors and other vulnerable persons through the City’s Senior Center kitchen; and

WHEREAS, the City submitted a project proposal to the Maricopa County Human Services Department (the “County”) for the provision of Community Development Block Grant (“CDBG”) grant funding to fund the expansion and remodel of the Senior Center kitchen; and

WHEREAS, the United States government, through adoption and administration of the Housing and Community Development Act of 1974 (the “Act”), as amended, makes CDBG funds available for distribution pursuant to Act requirements; and

WHEREAS, the area encompassed by unincorporated Maricopa County and participating communities, including the City, has been designated by the United States Department of Housing and Community Development (“HUD”) as an Urban County for the purposes of receipt and administration of CDBG funds; and

WHEREAS, the County serves as the sponsoring agency of the Urban County for distribution of CDBG program funds under the Act; and

WHEREAS, in accordance with HUD guidelines and protocols, the City must and desires to enter into an Intergovernmental Agreement with the County, as the sponsoring agency of the Urban County, to receive grant funding for the Senior Center kitchen expansion and remodel.

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 (i) approve the Intergovernmental Agreement between the City and the County regarding the provision of CDBG funds for the expansion and remodel of the Senior Center kitchen and (ii) authorize the City Manager to execute and deliver the Intergovernmental Agreement and any necessary or desirable instruments connected therewith.

Section 3. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized 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 6th day of July, 2021.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 07/06/21	AGENDA ITEM: 7.E. Purchase of Replacement Fire Engine
DATE PREPARED: 07/05/21	DISTRICT NO.: ALL
STAFF LIAISON: Bill Stockley, Interim Fire Chief, bstockley@buckeyeaz.gov, (623) 349-6719	
DEPARTMENT: Fire	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on the purchase order for the purchase of a replacement fire engine, in an amount not to exceed \$610,000, through a contract awarded to Sutphen Corporation effective April 16, 2018 through April 16, 2022, pursuant to a cooperative contract with the National Joint Powers Alliance (NJPA Contract # 022818); and authorize the City Manager to execute and deliver said purchase order.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

Fleet Services conducted a cost-analysis on a Fire Engine currently in service, and recommends the replacement of the current Fire Engine in accordance with the City's Vehicle Replacement Policy. It is in the best interest of the city to replace the current fire engine to ensure that the Fire Department continue to provide fire service, medical emergency services to our citizens without interruption or delays.

The department requests approval to purchase a replacement Fire Engine in accordance with the City Vehicle Replacement Policy, through Sutphen Corporation. The purchase is budgeted in the Fiscal Year 2021-2022 annual appropriation with a total cost not-to-exceed \$610,000. The purchase will be made through Cooperative Agreement #022818-SUT effective through 4/16/2022 as determined by the City's Construction and Contracting Services.

BENEFITS:

Fleet Services conducted a cost-analysis on a Fire Engine currently in service, and recommends the replacement of the current Fire Engine in accordance with the City's Vehicle Replacement Policy. The replacement of this engine will ensure that the Fire Department will continue to provide fire service, medical emergency services to our citizens with no delays or interruptions.

FINANCIAL IMPACT STATEMENT:

The total requested amount for the purchase of a replacement Fire Engine for the Fire Department will not exceed \$610,000.

CURRENT FISCAL YEAR TOTAL COST:

Total cost not-to-exceed \$610,000.

BUDGETED:

Yes

FISCAL YEAR:

2021/22

FUND/DEPARTMENT:

10003173-541210

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

ATTACHMENTS:

[Sutphen Quote.pdf](#)

[Acceptance and Award-Sutphen 022818.pdf](#)

[IGA_PPA.pdf](#)

[RFP 022818 Fire Apparatus w Appendix ABCD_1.pdf](#)

[Sutphen Contract 022818-SUT.pdf](#)



PROPOSAL

TO THE:

City of Buckeye
530 East Monroe
Buckeye AZ 85326

DATE: June 9, 2021

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

**One (1) or More Sutphen Heavy Duty Rescue Pumpers Complete and Delivered
for the Total Sum of \$573,632.68**

Note: Price does not include Arizona Sales Tax

The unit shall be manufactured completely in accordance with the following proposal and delivered in approximately **12-14** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal price is based the Sutphen Corporation's Cooperative Purchasing Contract (022818-SUT) with Sourcewell. **The price shall be valid until July 15, 2021.** If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Respectfully submitted,

Sutphen Corporation

SUTPHEN CORPORATION

6450 Eiterman Road | Dublin, OH 43016 | 1-800-848-5860

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 022818-SUT

Proposer's full legal name: Sutphen Corporation

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be April 16, 2018 and will expire on April 16, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CBO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on April 16, 2018

NJPA Contract # 022818-SUT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Sutphen Corporation

Authorized Signatory's Title President



VENDOR AUTHORIZED SIGNATURE

Drew Sutphen

(NAME PRINTED OR TYPED)

Executed on 4-12, 2018

NJPA Contract # 022818-SUT

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: Sutphen Corporation

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
8.9/28	The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member.	Sutphen Corporation is taking exception to the prevailing wage requirements as indicated in section 8.9 as it relates to the jurisdiction of the NJPA member. The manufacturing of our fire apparatus would be completed in our facilities in the State of Ohio or Pennsylvania. Sutphen Corporation does comply with all Federal and State wage and labor laws. Additionally, our facility in Dublin, Ohio does have a bargaining agreement with Teamsters Local #284 which guarantees the wages of the employees involved in the manufacturing / construction of our fire apparatus. A copy of this agreement may be provided upon request.	Accept.

Proposer's Signature:

Drew SutphenDate: 2/23/18

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPP”), including members of FireRescue GPO and Public Safety GPO, that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP provides group purchasing, marketing and administrative support for governmental entities. NPP’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

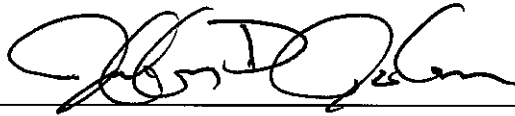
THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

**PUBLIC PROCUREMENT AUTHORITY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the Public Procurement Authority ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Public Procurement Authority to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by the Public Procurement Authority will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the Public Procurement Authority and is duly authorized to sign this Public Procurement Authority Endorsement and Authorization.



BY: Jeffrey D. Johnson
ITS: Administrator/Board Member

Date: 2-13-2014

Public Procurement Authority Contact Information:

Contact Person:	Heidi Chames
Address:	25030 SW Parkway Ave., Suite 330 Wilsonville, OR 97070
Telephone No.:	855-524-4572
Email:	questions@procurementauthority.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____



National Joint Powers Alliance®

REQUEST FOR PROPOSAL

for the procurement of

FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

RFP Opening

MARCH 1, 2018

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #022818

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #022818 FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES. Details of this RFP are available beginning January 11, 2018. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until February 28, 2018 at 4:30 p.m. Central Time at the above address and opened March 1, 2018 at 8:30 a.m. Central Time.

RFP Timeline

January 11, 2018	Publication of RFP in the print and online version of USA Today, in the print and online version of the Salt Lake News within the State of Utah, in the print and online version of the Daily Journal of Commerce within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising and also RFP Appendix B), in the print and online version of The State within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.
February 14, 2018 10:00 a.m. CT	Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.
February 21, 2018	Deadline for RFP questions.
February 28, 2018 4:30 p.m. CT	Deadline for Submission of Proposals. Late responses will be returned unopened.
March 1, 2018 8:30 a.m. CT	Public Opening of Proposals.

Direct questions regarding this RFP to: Chris Robinson at chris.robinson@njpacoop.org or (218) 895-4168.

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13. APPENDIX B – HI, ID, OR, SC, UT, WA Political Subdivisions (SEPARATE ATTACHMENT)
14. APPENDIX C – VA Political Subdivisions (SEPARATE ATTACHMENT)

1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

3.5.1 For Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C may agree to be a Joint Purchaser under this RFP.

3.5.2 For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH

sectors). In addition this RFP is intended to include current and potential Members of the Alberta Association of Municipal Districts and Counties (AAMDC), and their represented Associations (SARM, SUMA and AMM).

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by NJPA: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the

contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

- 3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- 3.11.3** Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency's needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer's authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES.

3.17 Additional Scope Definitions: In addition to FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES, this solicitation should be read to include, but not to be limited to:

3.17.1 Automotive Fire Apparatus: including Pumper, Initial Attack, Mobile Water Supply, Aerial, Quint, Special Service, and Mobile Foam fire apparatus;

3.17.2 Wildland Fire Apparatus: including Types 1 – 7 Wildland Fire Suppression, Mobile Water, and Crew fire apparatus;

3.17.3 Aircraft Rescue and Firefighting (ARFF): including Aircraft Rescue and Firefighting vehicles;

3.17.4 Equipment, accessories, and supplies related to production of a turnkey solution for firefighting apparatus, all of which may be offered only in the context of the purchase of one or more firefighting apparatus unit(s).

3.17.4 NJPA reserves the right to limit the scope of this solicitation for NJPA, current and potential NJPA member agencies.

3.17.4.1 This solicitation should NOT be construed to include any of the following:

- a. ambulance and emergency medical transport (see NJPA RFP #022118);
- b. chassis-only proposals (see NJPA RFP #081716) or,
- c. proposals for only health & safety, medical, surgical, or first aid related equipment, supplies, accessories, and services (see NJPA RFP #061417).

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal,” please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer’s Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.23.3 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.23.3.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.23.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.23.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice "of good, better, best" multiple-grade solutions to meet NJPA Members' needs.

3.23.3.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members' needs.

3.23.4 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP.

NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.24 Geographic Area to be Proposed: This RFP invites proposals to provide FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.25 Contract Term: At NJPA's option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.25.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.26 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.27 [This section is intentionally blank.]

3.28 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.28.1 With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.

3.29 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.30 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

3.30.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.30.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.30.2.1 demonstrate the Proposer’s knowledge of industry standards and Member agency needs and expectations;

3.30.2.2 Identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

3.30.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.31 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer’s “Hot List” described herein.

3.32 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.33 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member’s site. Exceptions to “delivered and operational” must be clearly disclosed in the “Total Cost of Acquisition” section of the proposal.

3.34 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer’s warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty’s terms with the manufacturer. Any manufacturer’s warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.35 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.36 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a “Solutions-Based Solicitation.” NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.37 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members’ needs. NJPA may award all of the respondent’s proposal or may limit the award to a subset of the proposal.

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission.” RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA’s competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER’S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer’s response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to “The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479.”

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor’s response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **"Hold for Proposal Opening,"** and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES to Chris Robinson at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Chris Robinson at (218) 895-4168. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NPJA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org

(under “Current and Pending Solicitations”) and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES will be received by Chris Robinson, Procurement Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening, the NJPA Director of Procurement or a representative from the NJPA Proposal Evaluation Committee will read the Proposer’s names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA’S RIGHTS RESERVED

4.24 NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

5 **PRICING**

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$50 Million.**

Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder’s proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published “List Price” as well as a “Proposed Contract Price” in their pricing matrix. Published List Price will be the standard “quantity of one” price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 “Cost plus a percentage of cost” as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user’s location. For example, if you are proposing equipment/products FOB Proposer’s

dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

6 **EVALUATION OF PROPOSALS**

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to “Pricing.” But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members’ needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness,” found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained

on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

- 6.6.1** is received before the deadline for submission or it will be returned unopened;
- 6.6.2** is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;
- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;
- 6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- 6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP’s scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer’s responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer’s marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer's response. NJPA may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for "Widgets and Related Products and Services." NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

6.19.7 An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

6.23.1.1 Commercial General Liability—Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence

\$1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA does

not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors' certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more than permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The administrative fee under this Contract can be expressed as a percentage of total contract sales or as a per-unit amount. While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.29.6 Notwithstanding Sections 6.29.1 and 6.29.4 above, for Members within the State of Texas, pursuant to Texas Stat. §2301, the administrative fee to be proposed shall be a flat fee applicable to each purchase order irrespective of the quantity specified in the purchase order. A typical administrative fee in such cases is \$1000.00 per purchase order. The fee is to be levied on and paid by the Member.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA’s evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity “credits” to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. “Green” characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer’s ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor’s sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that “This purchase order is issued under NJPA contract #XXXXXXX” (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is

optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a “net 30” payment requirement to the purchase order instead of applying a “net 10” requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member’s state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA’s contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.7 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.8 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.8.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.9 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.10 Hub Partner: NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.11 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is "Executed for the Benefit of [NJPA Member name]."

F. TRADE-INS

7.12 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.13 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.14 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.14.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.14.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.14.3 NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

7.14.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.14.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;

7.14.6 The Vendor fails to properly report quarterly sales;

7.14.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.15 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

I. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

K. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

L. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

M. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose

pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

O. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

P. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

Q. PROVISIONS FOR NON-FEDERAL ENTITY PROCUREMENTS UNDER FEDERAL AWARDS OR OTHER AWARDS

8.31 Procurements by NJPA or NJPA Members utilizing funds under a federal grant or contract may be subject to specific federal laws, regulations, and requirements in addition to those under state and local laws. Federal funding sources may include the Federal Aviation Administration (FAA) Airport Improvement Program or FAA Obligated Sponsors. Applicable law may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 (also referred to as the “Uniform Guidance” or “EDGAR”). The terms included in this section express Proposers willingness and ability to comply with certain requirements which may be applicable to specific NJPA Member purchases using federal grant or contract dollars. NJPA Members may also require Proposers to enter into ancillary agreements, in addition to the NJPA contract’s general terms and conditions, to address the Member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts. NJPA reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements. The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 2 CFR Part 200.

8.32 Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

National Joint Powers Alliance reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

8.33 Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

National Joint Powers Alliance reserves the right to terminate any agreement resulting from this procurement process pursuant to National Joint Powers Alliance RFP sections 7.13 and 7.17. Prior to any termination for cause, the NJPA will provide written notice to the Proposer, opportunity to respond and opportunity to cure. National Joint Powers Alliance reserves the right to terminate any agreement resulting from this procurement process without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.34 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” This provision is hereby incorporated by reference into all applicable contracts.

The equal opportunity clause is incorporated by reference herein.

8.35 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Proposer shall be in compliance with all applicable Davis-Bacon Act provisions.

8.36 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are

unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into all applicable contracts.

Proposer certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.37 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Proposer certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.38 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Proposer certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.39 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Proposer nor its principals shall be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

8.40 Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. 1352). Proposers shall file any required certifications. Proposers shall not have used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Proposers shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Proposers shall file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

8.41 Record Retention Requirements. To the extent applicable, Proposer shall comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all

records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

8.42 Energy Policy and Conservation Act Compliance. To the extent applicable, Proposer shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8.43 Buy American Provisions Compliance. To the extent applicable, Proposer shall comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

8.44 Access to Records (2 CFR § 200.336). Proposer agrees that duly authorized representatives of an Agency shall have access to any books, documents, papers and records of Proposer that are directly pertinent to Proposer's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Proposer's personnel for the purpose of interview and discussion relating to such documents.

9 FORMS

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PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

- 18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.

Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.
- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20)
 - a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
 - b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

- 25) In your view, what is NJPA’s role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?
- 26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

- 27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.
- 31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.
- 33) NJPA Members may intend to use funds from a federal grant or contract under the Federal Emergency Management Agency (FEMA). In that event, state your ability and willingness to complete, execute, and provide the “Required FEMA Terms and Conditions Certification” form attached as Appendix D to the RFP.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company’s primary contact person for this proposal?

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ Date: _____

NJPA's clarification on exceptions listed above:

Contract Award
RFP #022818

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

CAGE Code/Duns & Bradstreet Number: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA **#022818** _____

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be _____, 20____ and continue until-_____
(no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of _____, 20____ NJPA Contract Number **#022818**

NJPA Authorized signature: _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20____ NJPA Contract Number **#022818**

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20____ NJPA Contract Number **#022818**

PROPOSER ASSURANCE OF COMPLIANCE**Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____
 _____ Its _____

Form P



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

- 19) State the extent to which the solutions that you propose are compliant with standards or requirements in the US, Canada, and/or applicable in the various states and provinces. Identify all related certifications or accreditations.
- 20) Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are “vendor differentiators.”
- 21) Describe any manufacturing processes or material specification attributes that differentiate your offered solutions.
- 22) Provide any market data or research supporting the longevity or reliability of your proposed solutions.
- 23) State whether your proposal includes the sale of “demo” units and describe the process related to offerings of demo units, if applicable.

Signature: _____ Date: _____



10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

- ☐ Adding Products/Services
- ☐ Deleting Products/Services
- ☐ Price Increase
- ☐ Price Decrease

NJPA CONTRACT NUMBER:

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

--

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

--

If adding products, state how these are within the scope of the original RFP.

--

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.

--

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

☐ Yes

☐ No

Section 5. Signatures

Vendor Authorized Signature

Date

Print Name and Title of Authorized Signer

Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO

Date



Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

https://www.census.gov/2010census/partners/pdf/FIPS_StateCounty_Code.pdf

<http://nccs.urban.org/sites/all/nccs-archive/html//PubApps/search.php>

<https://www.usa.gov/tribes#item-37647>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

[Oregon](#)

[Hawaii](#)

[Washington](#)



Appendix B - Political Subdivision List
for HI, ID, OR, SC, UT, WA

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
County	County	County	County	County	County
Hawaii County	Ada County	Baker County	Abbeville County	Beaver County	Adams County
Kauai County	Adams County	Benton County	Aiken County	Box Elder County	Asotin County
Nuui County	Bannock County	Central Oregon Intergovernmental Council	Allendale County	Cache County	Benton County
Municipality	Bear Lake County	Clackamas County	Anderson County	Carbon County	Chelan County
City and County of Honolulu	Benewah County	Clackamas County Service District No. 1	Bamberg County	Daggett County	Clallam County
Higher Education	Bingham County	Clatsop County	Barnwell County	Davis County	Clark County
Hawaii Community College	Blaine County	Columbia County	Beaufort County	Duchesne County	Columbia County
Honolulu Community College	Boise County	Coos County	Berkeley County	Duchesne County Special Service District No. 2	Cowlitz County
University of Hawaii	Bonner County	Crook County	Calhoun County	Emery County	Douglas County
University of Hawaii Research Corporation	Bonneville County	Curry County	Catawba Regional Council of Governments	Five County Association of Governments	Ferry County
Windward Community College	Boundary County	Deschutes County	Central Midlands Council of Governments	Garfield County	Franklin County
Education (K-12)	Butte County	Douglas County	Charleston County	Grand County	Garfield County
Hanalei Schools	Camas County	Gilliam County	Cherokee County	Iron County	Grant County
Kamehameha Schools	Canyon County	Grant County	Chester County	Juab County	Grays Harbor County
Special District	Caribou County	Harney County	Chesterfield County	Kane County	Island County
Hawaii Community Development Authority	Cassia County	Hood River County	Clarendon County	Millard County	Jefferson County
Hawaii Public Housing Authority	Clark County	Jackson County	Colleton County	Morgan County	King County
Hawaii Tourism Authority	Clearwater County	Jefferson County	Darlington County	Piute County	King County Directors' Association
Honolulu Authority for Rapid Transportation	Elmore County	Josephine County	Dillon County	Rich County	Kitsap County
Natural Energy Laboratory of Hawaii Authority	Franklin County	Klamath County	Dorchester County	Salt Lake County	Kittitas County
State	Fremont County	Lake County	Edgefield County	San Juan County	Klickitat County
Hawaii Department of Accounting and General Serv	Gem County	Lane Council of Governments	Fairfield County	Sanpete County	Lewis County
Hawaii Department of Finance and Administration	Gooding County	Lane County	Florence County	Sevier County	Lincoln County
Hawaii Department of Health	Idaho County	Lincoln County	Georgetown County	Summit County	Mason County
Hawaii Employer-Union Health Benefits Trust Fund	Jefferson County	Linn County	Greenville County	Tooele County	Okanogan County
Hawaii Health Systems Corporation	Jerome County	Malheur County	Greenwood County	Utah County	Pacific County
State Of Hawaii	Kootenai County	Marion County	Hampton County	Wasatch County	Pend Oreille County
	Latah County	Marion County Housing Authority	Horry County	Washington County	Pierce County
	Lemhi County	Morrow County	Jasper County	Wayne County	San Juan County
	Lewis County	Multnomah County	Kershaw County	Weber County	Skagit County
	Lincoln County	Polk County	Lancaster County		Skamania County
	Madison County	Sherman County	Laurens County	Municipality	Snohomish County
	Minidoka County	Tillamook County	Lee County	Centerfield City	Spokane County
	Nex Perce County	Umatilla County	Lexington County	City of Alpine City	Stevens County
	Oneida County	Union County	Lower Savannah Council of Governments	City of American Fork	Thurston County
	Owyhee County	Wallawa County	Marion County	City of Aurora	Thurston Regional Planning Council
	Payette County	Wasco County	Marlboro County	City of Ballard	Wahkiakum County
	Power County	Washington County	McCormick County	City of Beaver	Walla Walla County
	Shoshone County	Wheeler County	Newberry County	City of Blanding	Whatcom County
	Teton County	Yamhill County	Oconee County	City of Bluffdale	Whitman County
	Twin Falls County	Municipality	Orangeburg County	City of Bountiful	Yakima County
	Valley County	City of Adair Village	Pickens County	City of Brigham	Yakima County Public Services
	Washington County	City of Adrian	Richland County	City of Castle Dale	Yakima Valley Conference of Governments
Municipality	City of Albion	City of Albany	Saluda County	City of Cedar City	Municipality
City of Aberdeen	City of American Falls	City of Amity	Spartanburg County	City of Cedar Hills	City of Aberdeen
City of Albion	City of Arco	City of Arlington	Sumter County	City of Centerville	City of Airway Heights
City of Ammon	City of Arimo	City of Ashland	Union County	City of Clearfield	City of Algona
City of Arco	City of Ashton	City of Astoria	Williamsburg County	City of Clinton	City of Anacortes
City of Arimo	City of Athol	City of Athens	York County	City of Coalville	City of Arlington
City of Ashton	City of Atomic City	City of Aumsville	Municipality	City of Colorado City	City of Asotin
City of Athol	City of Bancroft	City of Aurora	City of Abbeville	City of Corinne City	City of Auburn
City of Atomic City	City of Bellevue	City of Baker City	City of Aiken	City of Cottonwood Heights	City of Bainbridge Island
City of Bancroft	City of Blackfoot	City of Bandon	City of Anderson	City of Delta	City of Battle Ground
City of Bellevue	City of Bliss	City of Banks	City of Barnwell	City of Draper	City of Bellevue
City of Blackfoot	City of Bloomington	City of Bay City	City of Beaufort	City of Duchesne	City of Bellingham
City of Bliss	City of Boise	City of Beaverton	City of Belton	City of East Carbon	City of Benton City
City of Bloomington	City of Bonners Ferry	City of Bend	City of Bennettsville	City of Elk Ridge	City of Bingen
City of Boise	City of Bovill	City of Boardman	City of Bishopville	City of Elmo	City of Black Diamond
City of Bovill	City of Buhl	City of Brookings	City of Camden	City of Enoch	City of Blaine
City of Buhl	City of Burley	City of Brownsville	City of Cayce	City of Enterprise	City of Bonney Lake
City of Burley	City of Caldwell	City of Burns	City of Charleston	City of Escalante	City of Bothell
City of Caldwell	City of Cambridge	City of Canby	City of Chesnee	City of Escalante	City of Bremerton
City of Cambridge	City of Carey	City of Cannon Beach	City of Chester	City of Eureka	City of Brewster
City of Carey	City of Cascade	City of Canyonville	City of Clemson	City of Fairview	City of Bridgeport
City of Cascade	City of Castleford	City of Carlton	City of Clinton	City of Farmington	City of Brier
City of Castleford	City of Challis	City of Cascade Locks	City of Columbia	City of Farr West	City of Buckley
City of Challis	City of Chubbuck	City of Cave Junction	City of Conway	City of Ferron	City of Burien
City of Chubbuck	City of Clayton	City of Central Point	City of Darlington	City of Fillmore	City of Burlington
City of Clayton	City of Clifton	City of Chiloquin	City of Denmark	City of Fountain Green	City of Camas
City of Clifton	City of Coeur d'Alene	City of Clatskanie	City of Dillon	City of Fruit Heights	City of Carnation
City of Coeur d'Alene	City of Council	City of Coburg	City of Easley	City of Garland	City of Cashmere
City of Council	City of Craigmont	City of Columbia City	City of Florence	City of Grantsville	City of Castle Rock
City of Craigmont	City of Crouch	City of Condon	City of Folly Beach	City of Green River	City of Centralia
City of Crouch	City of Culdesac	City of Coos Bay	City of Forest Acres	City of Gunnison	City of Chehalis
City of Culdesac	City of Dalton Gardens	City of Coquille	City of Fountain Inn	City of Harrisville	City of Chelan
City of Dalton Gardens	City of Dayton	City of Cornelius	City of Gaffney	City of Heber City	City of Cheney
City of Dayton	City of Deary	City of Corvallis	City of Georgetown	City of Helper City	City of Chewelah
City of Deary	City of Dietrich	City of Cottage Grove	City of Goose Creek	City of Herriman	City of Clarkston
City of Dietrich	City of Donnelly	City of Cove	City of Greenville	City of Highland	City of Cle Elum
City of Donnelly		City of Creswell	City of Greenwood	City of Hildale	City of Clyde Hill
		City of Culver	City of Greer	City of Holladay	City of Colfax
		City of Dallas	City of Hanahan	City of Honeyville	City of College Place
		City of Damascus	City of Hardeeville	City of Hooper	City of Colville

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	City of Dover	City of Dayton	City of Hartsville	City of Huntington	City of Connell
	City of Downey	City of Dayville	City of Inman	City of Hurricane	City of Cosmopolis
	City of Driggs	City of Depoe Bay	City of Isle of Palms	City of Hyde Park	City of Covington
	City of Dubois	City of Detroit	City of Johnsonville	City of Hyrum	City of Davenport
	City of Eagle	City of Donald	City of Lake City	City of Inns	City of Dayton
	City of Eden	City of Drain	City of Lancaster	City of Kamas	City of Deer Park
	City of Elk River	City of Dundee	City of Landrum	City of Kanab	City of Des Moines
	City of Emmett	City of Dunes City	City of Laurens	City of Kaysville	City of DuPont
	City of Fairfield	City of Durham	City of Liberty	City of La Verkin	City of Duval
	City of Fernan Lake Village	City of Eagle Point	City of Loris	City of Layton	City of East Wenatchee
	City of Filer	City of Echo	City of Manning	City of Lehi	City of Edgewood
	City of Firth	City of Elgin	City of Marion	City of Lewiston	City of Edmonds
	City of Franklin	City of Enterprise	City of Mauldin	City of Lindon	City of Electric City
	City of Fruitland	City of Estacada	City of Mullins	City of Logan	City of Ellensburg
	City of Garden City	City of Eugene	City of Myrtle Beach	City of Manti	City of Elma
	City of Genesee	City of Fairview	City of New Ellenton	City of Mapleton	City of Entiat
	City of Georgetown	City of Falls City	City of Newberry	City of Marriott-Slaterville	City of Enumclaw
	City of Glens Ferry	City of Florence	City of North Augusta	City of Mendon	City of Ephrata
	City of Gooding	City of Forest Grove	City of North Charleston	City of Midvale	City of Everett
	City of Grace	City of Fossil	City of North Myrtle Beach	City of Midway	City of Everson
	City of Grand View	City of Garibaldi	City of Orangeburg	City of Milford	City of Federal Way
	City of Grangeville	City of Gaston	City of Pickens	City of Millville	City of Ferndale
	City of Greenleaf	City of Gates	City of Rock Hill	City of Moab	City of Fife
	City of Hagerman	City of Gearhart	City of Seneca	City of Mona	City of Fircrest
	City of Hailey	City of Gervais	City of Simpsonville	City of Monroe	City of Forks
	City of Hansen	City of Gladstone	City of Spartanburg	City of Monticello	City of George
	City of Harrison	City of Glendale	City of Sumter	City of Morgan	City of Gig Harbor
	City of Hayden	City of Gold Beach	City of Tega Cay	City of Moroni	City of Gold Bar
	City of Hazelton	City of Gold Hill	City of Travelers Rest	City of Mt. Pleasant City	City of Goldendale
	City of Heyburn	City of Grants Pass	City of Union	City of Murray	City of Grand Coulee
	City of Hollister	City of Greenhorn	City of Walhalla	City of Myton	City of Grandview
	City of Homedale	City of Gresham	City of Walterboro	City of Naples	City of Granger
	City of Hope	City of Haines	City of Wellford	City of Nephi	City of Granite Falls
	City of Horseshoe Bend	City of Halfway	City of West Columbia	City of Nibley	City of Harrington
	City of Huetter	City of Halsey	City of Westminster	City of North Logan	City of Hoquiam
	City of Idaho City	City of Happy Valley	City of Woodruff	City of North Ogden	City of Ilwaco
	City of Idaho Falls	City of Harrisburg	City of York	City of North Salt Lake	City of Issaquah
	City of Inkom	City of Helix	Town of Allendale	City of Oakley	City of Kahlstus
	City of Island Park	City of Heppner	Town of Andrews	City of Ogden	City of Kalama
	City of Jerome	City of Hermiston	Town of Atlantic Beach	City of Orangeville	City of Kelso
	City of Juliaetta	City of Hillsboro	Town of Awendaw	City of Orem	City of Kenmore
	City of Kamiah	City of Hines	Town of Aynor	City of Panguitch	City of Kennewick
	City of Kellogg	City of Hood River	Town of Batesburg-Leesville	City of Park City	City of Kent
	City of Kendrick	City of Hubbard	Town of Bethune	City of Parowan	City of Kettle Falls
	City of Ketchum	City of Huntington	Town of Blacksburg	City of Payson	City of Kilkland
	City of Kimberly	City of Idanha	Town of Blacksville	City of Perry	City of Kittitas
	City of Kootenai	City of Imbler	Town of Blenheim	City of Plain City	City of La Center
	City of Kuna	City of Independence	Town of Bluffton	City of Pleasant Grove	City of Lacey
	City of Lapwai	City of Irrigon	Town of Blythewood	City of Pleasant View	City of Lake Forest Park
	City of Lava Hot Springs	City of Island City	Town of Bowman	City of Price	City of Lake Stevens
	City of Lewiston	City of Jacksonville	Town of Branchville	City of Providence	City of Lakewood
	City of Mackay	City of Jefferson	Town of Briarcliffe Acres	City of Provo	City of Langley
	City of Malad City	City of John Day	Town of Brunson	City of Richfield	City of Leavenworth
	City of Marsing	City of Johnson City	Town of Calhoun Falls	City of Richmond	City of Liberty Lake
	City of McCall	City of Joseph	Town of Cameron	City of River Heights	City of Long Beach
	City of McCammon	City of Junction City	Town of Campobello	City of Riverdale	City of Longview
	City of Melba	City of Keizer	Town of Central	City of Riverton	City of Lynden
	City of Menan	City of King City	Town of Chapin	City of Roosevelt	City of Lynnwood
	City of Meridian	City of Klamath Falls	Town of Cheraw	City of Roy	City of Mabton
	City of Middleton	City of La Grande	Town of Chesterfield	City of Salem	City of Maple Valley
	City of Midvale	City of La Pine	Town of Clio	City of Salina	City of Marysville
	City of Moscow	City of Lafayette	Town of Clover	City of Salt Lake City	City of Mattawa
	City of Mountain Home	City of Lake Oswego	Town of Cottageville	City of Sandy	City of McCleary
	City of Mullan	City of Lakeside	Town of Coward	City of Santa Clara	City of Medical Lake
	City of Murtaugh	City of Lebanon	Town of Cowpens	City of Santaquin	City of Medina
	City of Nampa	City of Lincoln City	Town of Denmark	City of Saratoga Springs	City of Mercer Island
	City of New Meadows	City of Lonerock	Town of Donalds	City of Smithfield City	City of Mesa
	City of New Plymouth	City of Lostine	Town of Due West	City of South Jordan	City of Mill Creek
	City of Newdale	City of Lowell	Town of Duncan	City of South Ogden	City of Milton
	City of Newport	City of Lyons	Town of Eastover	City of South Salt Lake City	City of Monroe
	City of Notus	City of Madras	Town of Edgfield	City of South Weber	City of Montezano
	City of Orofino	City of Malin	Town of Edisto Beach	City of Spanish Fork	City of Morton
	City of Osburn	City of Manzanita	Town of Ehrhardt	City of Spring City	City of Moses Lake
	City of Parker	City of Maupin	Town of Elgin	City of Springville	City of Mossyrock
	City of Parma	City of McMinnville	Town of Ellore	City of St. George	City of Mountlake Terrace
	City of Paul	City of Medford	Town of Estill	City of Sunnyside	City of Moxee
	City of Payette	City of Metolius	Town of Eutawville	City of Sunset	City of Mt. Vernon
	City of Pierce	City of Mill City	Town of Fairfax	City of Syracuse	City of Mukilteo
	City of Pinehurst	City of Millersburg	Town of F. Mill	City of Taylorsville	City of Napaire
	City of Plummer	City of Milton-Freewater	Town of Furman	City of Tooele	City of Newcastle
	City of Pocatello	City of Milwaukie	Town of Gaston	City of Toquerville	City of Newport
	City of Ponderay	City of Molalla	Town of Gifford	City of Tremonton	City of Nooksack
	City of Post Falls	City of Monmouth	Town of Gilbert	City of Tropic	City of Normandy Park
	City of Potlatch	City of Monroe	Town of Govan	City of Uintah	City of North Bend
	City of Preston	City of Monument	Town of Gray Court	City of Vernal	City of North Bonneville
	City of Priest River	City of Moro	Town of Great Falls	City of Washington	City of Oak Harbor
	City of Rathdrum	City of Mosier	Town of Greeleyville	City of Washington Terrace	City of Oakville
	City of Reubens	City of Mt. Angel	Town of Hampton	City of Wellington	City of Ocean Shores
	City of Reuburg	City of Mt. Vernon	Town of Harleysville	City of Wellsville	City of Okanogan
	City of Richfield	City of Myrtle Creek	Town of Heath Springs	City of Wendover	City of Olympia
	City of Rigby	City of Myrtle Point	Town of Hemmingway	City of West Bountiful	City of Omak
	City of Riggins	City of Nehalem	Town of Hilda	City of West Haven City	City of Oroville
	City of Ririe	City of Newberg	Town of Hilton Head Island	City of West Jordan	City of Orting
	City of Roberts	City of Newport	Town of Hodges	City of West Point	City of Othello

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	City of Rockland City of Rupert City of Salmon City of Sandpoint City of Shelley City of Shoshone City of Smelterville City of Soda Springs City of Spirit Lake City of St. Anthony City of St. Charles City of Stanley City of Star City of Stites City of Sugar City City of Sun Valley City of Tensed City of Tetonia City of Troy City of Twin Falls City of Ucon City of Victor City of Wallace City of Weippe City of Weiser City of Wendell City of Weston City of White Bird City of Wilder City of Winchester Higher Education Boise State University College of Southern Idaho College of Western Idaho Eastern Idaho Technical College Idaho Division of Professional Technical Education Idaho State University Lewis Clark State College North Idaho College University of Idaho Education (K-12) Aberdeen School District No. 58 Arbon Elementary School District No. 383 Avery School District Basin School District No. 72 Bear Lake County School District No. 33 Bear Lake School District No. 33 Blackfoot School District No. 55 Blaine County School District No. 61 Bliss Joint School District No. 234 Bonneville Joint School District No. 93 Boundary County School District No. 101 Brunau-Grand View Joint School District Buhl Joint School District No. 412 Butte County Joint School District No. 111 Caldwell School District No. 132 Camas County School District No. 121 Cambridge School District Cascade School District No. 422 Cassia County Joint School District No. 151 Castelford Joint School District No. 417 Challis Joint School District No. 181 Clark County School District No. 161 Coeur d'Alene School District No. 271 Cottonwood Joint School District No. 242 Council School District No. 13 Culdesac Joint School District No. 342 Dietrich School District No. 314 Emmett Independent School District No. 221 Filer School District No. 413 Firth School District No. 59 Fremont County School District No. 215 Fruitland School District No. 373 Garden Valley School District Genesee Joint School District No. 282 Glenns Ferry Joint School District No. 192 Gooding Joint School District No. 231 Grace Joint School District No. 148 Hagerman Joint School District No. 233 Hansen School District No. 415 Highland Joint School District No. 305 Homedale School District No. 370 Horseshoe Bend School District No. 73 Idaho Falls School District No. 91 Independent School District of Boise City Jefferson County School District No. 251 Jerome Joint School District No. 261 Joint School District No. 2 Kamiah School District No. 304 Kellogg Joint School District 391 Kendrick Joint School District No. 283 Kimberly School District No. 414 Kootenai School District No. 274 Kuna Joint School District No. 3	City of North Bend City of North Plains City of North Powder City of Nyssa City of Oakland City of Oakridge City of Ontario City of Oregon City City of Paisley City of Pendleton City of Philomath City of Phoenix City of Pilot Rock City of Port Orford City of Portland City of Powers City of Prairie City City of Prineville City of Rainier City of Redmond City of Reedsport City of Richland City of Riddle City of Rockaway Beach City of Rogue River City of Roseburg City of Rufus City of Salem City of Sandy City of Scappoose City of Scio City of Scotts Mills City of Seaside City of Seneca City of Shady Cove City of Sheridan City of Sherwood City of Siletz City of Silverton City of Sisters City of Sodaville City of Spray City of Springfield City of St. Helens City of St. Paul City of Starfield City of Stayton City of Sublimity City of Sumpter City of Sutherlin City of Sweet Home City of Talent City of Tangent City of The Dalles City of Tigard City of Tillamook City of Toledo City of Troutdale City of Tualatin City of Turner City of Ukiah City of Unatilla City of Union City of Unity City of Vale City of Veneta City of Vernonia City of Waldport City of Wallowa City of Warrenton City of Wasco City of West Linn City of Westfir City of Weston City of Wheeler City of Willamina City of Wilsonville City of Winston City of Wood Village City of Woodburn City of Yachats City of Yamhill City of Yoncalla Town of Bonanza Town of Butte Falls Town of Canyon City Town of Lakeview Town of Lexington Higher Education Blue Mountain Community College Central Oregon Community College Chemeketa Community College Clackamas Community College Clatsop Community College	Town of Holly Hill Town of Hollywood Town of Honea Path Town of Irmo Town of Iva Town of Jackson Town of James Island Town of Jamestown Town of Jefferson Town of Jenkinsville Town of Johnston Town of Jonesville Town of Kershaw Town of Kiawah Island Town of Kingstree Town of Lake View Town of Lamar South Carolina Town of Lane Town of Latta Town of Lexington Town of Lincolnville Town of Little Mountain Town of Lockhart Town of Lyman Town of Lynchburg Town of Mayesville Town of McBee Town of McClellanville Town of McCall Town of McCormick Town of Meggett Town of Moncks Corner Town of Mt. Pleasant Town of Neeses Town of New Ellenton Town of Nichols Town of Ninety Six Town of Norris Town of North Town of Norway Town of Olanta Town of Pacolet Town of Pageland Town of Pamplico Town of Patrick Town of Pawleys Island Town of Pelton Town of Pelzer Town of Pendleton Town of Perry Town of Port Royal Town of Prosperity Town of Ravenel Town of Reidsville Town of Ridge Spring Town of Ridgeland Town of Ridgeville Town of Ridgeway Town of Saint Matthews Town of Saint Stephen Town of Salem Town of Salley Town of Saluda Town of Santee Town of Scranton Town of Seabrook Island Town of Sellers Town of Sharon Town of Six Mile Town of Snelling Town of Society Hill Town of South Congaree Town of Springdale Town of St. George Town of St. Matthews Town of Stuckey Town of Sullivans Island Town of Summerton Town of Summerville Town of Summit Town of Surfside Beach Town of Swansea Town of Timmonsville Town of Trenton Town of Turbeville Town of Ulmer Town of Varnville Town of Wagners Town of Ward Town of Ware Shoals Town of West Pelzer Town of West Union Town of Whitmire Town of Williamston	City of West Valley City City of Willard City of Woodland Hills City of Woods Cross Town of Alta Town of Altamont Town of Alton Town of Amalgam Town of Annabella Town of Antimony Town of Apple Valley Town of Ballard Town of Bear River City Town of Bicknell Town of Big Water Town of Boulder Town of Brian Head Town of Bryce Canyon City Town of Latta Town of Cannonville Town of Castle Valley Town of Cedar Fort Town of Centerfield Town of Central Valley Town of Circleville Town of Clarkston Town of Clawson Town of Cleveland Town of Cornish Town of Daniel Town of Deweyville Town of Eagle Mountain Town of Elmo Town of Elsinore Town of Elwood Town of Emery Town of Fairfield Town of Francis Town of Garden City Town of Genola Town of Glendale Town of Glenwood Town of Goshen Town of Hanksville Town of Hatch Town of Henefer City of Henrieville Town of Hideout Town of Hinckley Town of Holden Town of Howell Town of Huntsville Town of Joseph Town of Junction Town of Kanarraville Town of Kanosh Town of Kingston Town of Koosharem Town of Leeds Town of Levan Town of Loa Town of Manila Town of Mantua Town of Marysville Town of Meadow Town of Minersville Town of New Harmony Town of Newton Town of Ophir Town of Orderville Town of Paradise Town of Paragonah Town of Portage Utah Town of Randolph Town of Redmond Town of Rockville Town of Rocky Ridge Town of Rush Valley Town of Scipio Town of Seckville Town of Sigurd Town of Springdale Town of Stockton Town of Toquerville Town of Torrey Town of Trenton Town of Tropic Town of Utricht Town of Verron Town of Vineyard Town of Virgin Town of Wales Town of Wallsburg Higher Education Utah Basin Association of Governments	City of Pacific City of Palouse City of Pasco City of Pateros City of Pomeroy City of Port Angeles City of Port Orchard City of Port Townsend City of Poulsbo City of Prosser City of Pullman City of Puyallup City of Quincy City of Rainier City of Raymond City of Redmond City of Renton City of Republic City of Richland City of Richfield City of Riverville City of Rock Island City of Roslyn City of Roy City of Royal City City of Sammamish City of SeaTac City of Seattle City of Sedro-Woolley City of Selah City of Sequim City of Shelton City of Shoreline City of Snohomish City of Snoqualmie City of Soap Lake City of South Bend City of Spokane City of Spokane Valley City of Sprague City of Stanwood City of Stevenson City of Sultan City of Sumas City of Sumner City of Sunnyvale City of Tacoma City of Tekoa City of Tenino City of Tieton City of Toledo City of Tonasket City of Toppenish City of Tukwila City of Tumwater City of Union Gap City of University Place City of Vader City of Vancouver City of Waitsburg City of Walla Walla City of Wapato City of Warden City of Washougal City of Wenatchee City of West Richland City of Westport City of White Salmon City of Winlock City of Woodinville City of Woodland City of Yakima/Yakima County City of Yelm City of Zillah Consolidated Borough of Quil Ceda Village Grays Harbor Council of Governments Town of Almira Town of Beaux Arts Village Town of Bucoda Town of Carbonado Town of Cathlamet Town of Clyde Hill Town of Colton Town of Conconully Town of Concrete Town of Coulee City Town of Coulee Dam Town of Coupeville Town of Creston Town of Cusick Town of Darrington Town of Eastonville Town of Elmer City Town of Endicott

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	Lake Pend Oreille School District No. 84 Lakeland School District No. 272 Lawwai School District No. 341 Lewiston Independent School District No. 1 Mackay School District No. 182 Madison School District No. 321 Marsh Valley Joint School District No. 21 Marsing Joint School District No. 363 McCall-Donnelly Joint School District No. 421 Meadows Valley School District No. 11 Melba School District No. 136 Middleton School District No. 134 Middlevale School District No. 483 Minidoka County School District No. 331 Moscow School District No. 281 Mountain Home School District No. 193 Mountain View School District No. 244 Mullan School District 392 Murtaugh Joint School District No. 418 Nampa Christian Schools Inc. Nampa School District No. 131 New Plymouth School District Nez Perce Joint School District No. 302 North Gem School District No. 149 Notus School District Oneida County School District No. 351 Orofino Joint School District No. 171 Parma School District No. 137 Payette School District No. 371 Plummer-Worley Joint School District No. 44 Pocatello-Chubbuck School District No. 25 Post Falls School District No. 273 Potlatch School District No. 285 Preston Joint School District No. 201 Richfield School District No. 316 Ririe Joint School District No. 252 Rockland School District No. 382 Salmon River Joint School District No. 243 Salmon School District No. 291 Shelley School District No. 60 Shoshone Joint School District No. 312 Snake River School District Soda Springs Joint School District No. 150 South Lemhi School District No. 292 St. Maries Joint School District No. 41 Sugar-Salem Joint District No. 322 Swan Valley Elementary School District No. 33 Swan Valley School District No. 92 Teton County School District No. 401 Three Creek Joint School District No. 416 Troy School District No. 287 Twin Falls School District No. 411 Valley School District No. 262 Vallivue School District No. 139 Vision Charter School District # 463 Wallace School District No. 393 Weiser School District No. 431 Wendell School District No. 232 West Bonner County School District No. 83 West Jefferson School District No. 253 West Side School District No. 202 Whitpaine Joint School District No. 288 Wildor School District No. 153	Columbia Gorge Community College Eastern Oregon University Klamath Community College District Lane Community College Linn-Benton Community College Mt. Hood Community College Oregon Coast Community College Oregon Department of Community Colleges and Workforce Development Oregon Health and Science University Oregon Institute of Technology Oregon State University Oregon State University, Oregon Agricultural Experiment Station Oregon University System Portland Community College Portland State University Reed College Rogue Community College Southern Oregon University Southern Oregon University Family Housing Southwestern Oregon Community College Tillamook Bay Community College Treasure Valley Community College Umpqua Community College University of Oregon Western Oregon University Education (K-12) Adel School District 21 Adrian School District Alsea School District No. 7J Amity School District 4J Annex School District 29 Arlington School District No. 3 Arocl School District No. 81 Ashland School District No. 5 Ashwood School District Astoria School District No. 1C Athena-Weston School District No. 29RJ Baker School District No. 5J Bandon School District Banks School District No. 13 Beaverton School District No. 48 Bend-La Pine Public Schools Bethel School District No. 52 Blachly School District Blachly School District 90 Brookings Harbor School District Canas Valley School District Canby School District No. 86 Cascade School District No. 5 Centennial School District No. 28J Central Curry School District No. 1 Central Linn School District Central Point School District No. 6 Central School District No. 13J Clackamas Education Service District Clatskanie School District No. 6J Colton School District No. 53 Columbia Gorge Education Service District Condon School District No. 25J Coos Bay School District No. 9 Coquille School District No. 8 Corbett School District No. 39 Corvallis School District No. 509J Cove School District No. 15 Crane Elementary School District Creswell School District No. 40 Crook County School District Crow-Applegate-Lorane School District No. 66 Culver School District No. 4 Dallas School District No. 2 David Douglas School District No. 40 Dayton School District No. 8 Dayville School District No. 16J Douglas County School District Douglas County School District No. 4 Douglas Education Service District Dufur School District No. 29 Eagle Point School District No. 9 Eola School District No. 5 Elgin School District Elkton School District No. 34 Enterprise School District No. 21 Estacada School District No. 108 Eugene School District No. 4J Falls City School District Fern Ridge School District No. 28J Forest Grove School District Fossil School District 21J Gaston School District 511J Gervais School District Gladstone School District Glendale School District No. 77 Glide School District Grant County Education Service District	Town of Williston Town of Winnsboro Town of Yemassee Higher Education Aiken Technical College Beaufort Jasper Higher Education Commission Central Carolina Technical College Clemson University Coastal Carolina University College of Charleston Denmark Technical College Florence-Darlington Technical College Francis Marion University Greenville Technical College Horry-Georgetown Technical College Lander University Medical University of South Carolina Midlands Technical College Northeastern Technical College Orangeburg-Calhoun Technical College Piedmont Technical College South Carolina State Board for Technical and Comprehensive Education South Carolina State University South Carolina Technical College System Spartanburg Community College Technical College of the Lowcountry The Citadel Tri-County Technical College Trident Technical College University of South Carolina University of South Carolina, Aiken University of South Carolina, Upstate Williamsburg Technical College Winthrop University York Technical College Education (K-12) Abbeville County School District Aiken County Public Schools Allendale County School District Anderson County School Districts 1 and 2 Career and Technology Center Anderson School District No. 1 Anderson School District No. 2 Anderson School District No. 3 Anderson School District No. 4 Anderson School District No. 5 Bamberg School District No. 1 Bamberg School District No. 2 Barnwell School District No. 45 Beaufort County School District Berkeley County School District Blackville-Hilda Public Schools Calhoun County School District Charleston County School District Cherokee County School District Chester County School District Chesterfield County School District Clarendon County School District No. 1 Clarendon County School District No. 2 Clarendon County School District No. 3 Clover School District No. 2 Colleton County School District Darlington County School District Delta R-V School District Dillon County School District No. 1 Dillon County School District No. 2 Dillon County School District No. 3 Dillon County School District No. 4 Diocese Of Charleston Schools Dorchester School District No. 2 Dorchester School District No. 4 Edgefield County Schools Fairfield County School District Florence County School District No. 1 Florence County School District No. 2 Florence County School District No. 3 Florence County School District No. 4 Florence County School District No. 5 Ft. Mill School District No. 4 Georgetown County School District Greenville County School District Greenwood School District No. 50 Greenwood School District No. 52 Hampton County School District No. 2 Hampton School District No. 1 Horry County Schools Jasper County School District John de la Howe School District Kershaw County School District Lancaster County School District Laurens County School District No. 55 Laurens County School District No. 56 Lee County School District Legacy Charter Schools Lexington County School District No. 1	College of Eastern Utah Davis Applied Technology College Dixie Applied Technology College Dixie State University Mountainland Applied Technology College Rocky Mountain University of Health Professions Salt Lake Community College Snow College Southern Utah University Tooele Applied Technology College Uintah Basin Applied Technology College University of Utah University of Utah Hospitals and Clinics Utah State University Utah System of Higher Education Utah Valley University Weber State University Education (K-12) Alpine School District Beaver County School District Boulder School District Box Elder School District Cache County School District Canyons School District Carbond School District Centro De La Familia De Utah Head Start Program School District Daggett School District Davis School District Duchesne County School District Emery County School District Freedom Preparatory Academy School District Garfield County School District Grand County School District Granite School District Iron County School District Jordan School District Juab School District Kane County School District Kane County School District Millard School District Morgan School District Mountainland Head Start Program School District Office Murray City School District Nebo School District North Sanpete County School District North Sanpete County School District North Wasatch County School District Ogden City School District Park City School District Piute County School District Provo City School District Rich County School District Rich School District Rural Utah Child Development Head Start Program School District Office Salt Lake City School District San Juan School District Sevier School District South Sanpete School District South Summit School District Suu Head Start Program School District Thomas Edison Charter Schools Tintic School District Tooele County School District Uintah School District Wasatch County School District Washington County School District Wayne County School District Weber School District Special District Ash Creek Special Service District Ashley Valley Water and Sewer Improvement District Baldwin and Sewer Improvement District Bear Lake Special Service District Bear River Water Conservancy District Benchland Water District Benson Culinary Water Improvement District Bona Vista Water Improvement District Cache Mosquito Abatement District Cache Valley Transit District Canyonlands Health Care Special Service District Carbon County Housing Authority Carbon County Municipal Building Authority Carbon County Recreation Transportation Special Service District Carbon Water Conservancy District Castle Valley Special Service District Cedar City Housing Authority Cedar Mountain Fire Protection District Cedarview-Montwell Special Service District Central Davis County Sewer District Central Iron County Water Conservancy District Central Utah Water Conservancy District Central Weber Sewer Improvement District Charleston Water Conservancy District Copperton Improvement District Cottonwood Improvement District	Town of Fairfield Town of Farmington Town of Friday Harbor Town of Garfield Town of Hamilton Town of Harrah Town of Hatton Town of Hunts Point Town of Index Town of Ione Town of La Conner Town of LaCrosse Town of Lamont Town of Latah Town of Lind Town of Lyman Town of Malden Town of Mansfield Town of Marcus Town of Metairie Town of Millwood Town of Naches Town of Nespelem Town of Northport Town of Oakesdale Town of Odessa Town of Pe Ell Town of Prescott Town of Reardan Town of Riverside Town of Rockford Town of Rosalia Town of Ruston Town of Skykomish Town of South Cle Elum Town of South Prairie Town of Spangle Town of Springdale Town of St. John Town of Steilacoom Town of Twisp Town of Uniontown Town of Washtucna Town of Waterville Town of Waverly Town of Wilbur Town of Wilkeson Town of Wilson Creek Town of Winthrop Town of Woodway Town of Yacolt Town of Yarrow Point Higher Education Bates Technical College Bellevue Community College Bellingham Technical College Big Bend Community College Cascadia Community College Central Washington University Centralia College Clark College Clover Park Technical College Columbia Basin Community College Community Colleges of Spokane Eastern Washington University Edmonds Community College Everett Community College Evergreen State College Grays Harbor College Green River Community College Highline Community College Lake Washington Institute of Technology Lower Columbia College Northwest Indian College Olympic College Peninsula College Pierce College Renton Technical College Seattle Community College District VI Shoreline Community College Skagit Valley College South Puget Sound Community College Tacoma Community College University of Washington Walla Walla Community College Washington State Board for Community and Technical Colleges Washington State Higher Education Facilities Authority Washington State Student Achievement Council Washington State University Washington State University, Vancouver Wenatchee Valley College Western Washington University Whatcom Community College Yakima Valley Community College

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	Cascade Rural Fire District	Grant School District No. 3	Lexington County School District No. 2	Davis Community Housing Authority	Education (K-12)
	Castleford Rural Fire District	Grants Pass School District No. 7	Lexington County School District No. 3	Davis County Housing Authority	Aberdeen School District No. 5
	Central Fire District	Greater Albany Public School District B1	Lexington County School District No. 4	Davis-Salt Lake Aerial Spray Authority	Adna School District No. 226
	Central Orchards Sewer District	Gresham-Barlow School District	Lexington-Richland Upper County Water Improvement District	Duchesne County Upper County Water Improvement District	Almira School District No. 17
	Central Shoshone County Water District	Harney County School District No. 3	Marion County School District	Duchesne County Water Conservancy District	Anacortes School District No. 103
	Clark County District Library	Harney Education Service District	Marion County School District No. 7	Emery County Housing Authority	Arlington Public Schools
	Clarkia Free Library District	Harper School District No. 66	Mariboro County School District	Emery County Municipal Building Authority	Asotin-Anatone School District
	Clarkia Highway District	Harrisburg School District No. 7	McCormick County School District	Emery County Special Service District No. 1	Auburn School District No. 408
	Clearwater Free Library District	Helix School District No. 1-R	Newberry County School District	Emery Water Conservancy District	Bainbridge Island School District No. 303
	Clearwater Highway District	Hermiston School District	Oconee County School District	Emigration Improvement District	Battle Ground School District No. 119
	Clearwater Soil and Water Conservation District	High Desert Education Service District	Orangeburg Consolidated School District Four	Fruitland Special Service District	Belleveue Christian School District
	Clearwater Water District	Hillburo School District No. 1J	Orangeburg County Consolidated School District No. 3	Garden City Fire District	Belleveue School District No. 405
	Consolidated Free Library District	Hood River County School District	Orangeburg County Consolidated School District No. 5	Grand County Housing Authority	Bellingham School District No. 301
	Cottonwood Highway District	Huntington School District No. 16J	Pickens County School District	Granger-Hunter Improvement District	Benge School District No. 122
	Custer Soil and Water Conservation District	Imbler School District No. 11	Richland County School District No. 1	Heber Valley Special Service District	Bethel School District No. 403
	Dietrich Fire District	InterMountain Education Service District	Richland County School District No. 2	Hooper Water Improvement District	Bickleton School District
	Dietrich Highway District	Ione School District R2	Rock Hill School District No. 3	Jensen Water Improvement District	Blaine School District No. 503
	Doumeq Highway District	Jackson County School District No. 9	Saluda School District No. 1	Johnson Water Improvement District	Boistfort School District No. 234
	Downey Swan Lake Highway District	Jackson Education Service District	South Carolina Public Charter School District	Jordan Valley Water Conservancy District	Bremerton School District
	Dry Creek Cemetery Maintenance District	Jefferson County School District No. 509-J	Spartanburg County School District No. 1	Jordanville Special Service District	Brewster School District No. 111
	Eagle Fire Protection District	Jefferson School District	Spartanburg County School District No. 2	Joab Special Service Fire District	Bridgport School District No. 75
	Eagle Sewer District	Jewell School District No. 8	Spartanburg County School District No. 3	Kane County Water Conservancy District	Brimson School District No. 46
	East Bonner County Free Library District	John Day School District No. 3	Spartanburg County School District No. 4	Kearns Improvement District	Burlington-Edison School District No. 100
	East Bonner County Library District	Jordan Valley School District No. 3	Spartanburg County School District No. 5	Lake Point Improvement District	Camas School District
	East Greenacres Irrigation District	Joseph School District No. 6	Spartanburg County School District No. 6	Logan-Cache Airport Authority	Cape Flattery School District No. 401
	Eastern Idaho Public Health District	Junction City School District No. 69	Spartanburg County School District No. 7	Maeser Water and Sewer Improvement District	Capital Region Educational Service District No. 113
	Eastern Idaho Regional Wastewater Authority	Klamath County School District	Sumter School District	Magna Mosquito Abatement District	Carbonado Historical School District No. 19
	Elk River Free Library District	Klamath Falls City Schools	Sumter School District No. 17	Magna Water District	Cascade Christian Schools
	Elmore Soil and Water Conservation District	Knappa School District	Sumter School District No. 2	Metropolitan Water District of Salt Lake and Sandy	Cascade School District No. 228
	Fenn Highway District	La Grande School District No. 1	Union County School District	Midvalley Improvement District	Cashmere School District No. 222
	Ferdinand Highway District	Lake County School District No. 7	Ware Shoals School District No. 51	Midway Sanitation District	Castle Rock School District No. 401
	Fish Haven Mosquito Abatement District	Lake Ed Service District	Williamsburg County Schools	Milford Area Healthcare Service District	Central Kitsap School District No. 401
	Fremont County District Library	Lake Oswego School District No. 7J	Williston School District No. 29	Moab Mosquito Abatement District	Central Valley School District No. 356
	Friedman Memorial Airport Authority	Lakeview School District No. 7	York School District No. 1	Moab Valley Fire Protection District	Centralia School District No. 401
	Garden Valley District Library	Lane Education Service District	Special District	Mountain Green Sewer Improvement District	Chehalis School District No. 302
	Garden Valley Fire Protection District	Lebanon Community School District No. 9	Abbeville Housing Authority	Mountain Regional Water Special Service District	Cheney School District No. 360
	Garden Valley Recreation District	Lincoln County School District	Alken Housing Authority	Mountain View Special Service District	Chewelah School District No. 36
	Gateway Fire Protection District	Linn-Benton-Lincoln Education Service District	Anderson Housing Authority	Mt. Olympus Improvement District	Chief Leschi School System
	Gem County Fire Protection District	Long Creek School District No. 17	Atlantic Beach Housing Authority	North Davis County Sewer District	Chimacum School District No. 49
	Gem County Mosquito Abatement District	Lowell School District No. 71	Beaufort Housing Authority	North Davis Fire District	Clarkston School District No. 1250-185
	Glenns Ferry Highway District	Mapleton School District No. 32	Beaufort-Jasper Water and Sewer Authority	North Emery Water Users Special Service District	Cle Elum-Roslyn School District
	Golden Gate Highway District No. 3	Marcola School District No. 79J	Beech Island Rural Community Water District	North Fork Special Services District	Clover Park School District No. 400
	Gooding County Memorial Hospital District	McKenzie School District	Belton-Honea Path Water Authority	North Pointe Solid Waste Special Service District	Colfax School District No. 300
	Grace District Library	McMinnville School District No. 40	Bennettsville Housing Authority	North Summit Fire District	College Place School District No. 250
	Grangeville Highway District	Medford School District No. 549C	Berea Public Service District	North Tooele County Fire Protection District	Colton School District No. 306
	Greater Bendier Water and Sewer District	Milton-Freewater School District No. 7	Berkeley County Water and Sanitation Authority	North Utah Water Conservancy District	Columbia School District No. 206
	Greater Boise Auditorium District	Mitchell School District No. 55	Big Creek Water and Sewerage District	North View Fire District	Columbia School District No. 206, Stevens County
	Greater Middleton Parks and Recreation District	Molalla River School District	Bluffton Township Fire District	Ogden Housing Authority	Columbia School District No. 400
	Greater Swan Valley Fire Protection District No. 2	Monument School District	Boiling Springs Fire District, Greenville County	Ouray Park Water Improvement District	Colville School District No. 115
	Groveland Water and Sewer District	Morrow County School District	Broad Creek Public Service District	Park City Fire Service District	Concrete School District No. 11
	Harbor View Estates Water and Sewer District	Mt. Angel School District	Buffalo-Mt. Pisgah Fire Protection District	Price River Water Improvement District	Conway Consolidated School District No. 317
	Hayden Lake Irrigation District	Multnomah Education Service District Consortium	Burton Fire District	Provo Housing Authority	Cosmopolis School District
	Hayden Lake Recreational Water and Sewer District	Myrtle Point School District	Central Midlands Regional Transit Authority	Rockville/Springdale Fire Protection District	Coulee-Hartline School District No. 151
	Hillsdale Highway District	Neah-Kah-Nie School District No. 56	Charleston Area Regional Transportation Authority	Roosevelt City Housing Authority	Cougville School District No. 204
	Homedale Highway District	Nestucka Valley School District No. 101	Charleston County Aviation Authority	Salt Lake City Housing Authority	Crescent School District
	Hoo Doo Water and Sewer District	New Hope Christian Schools	Charleston County Housing and Redevelopment Authority	Salt Lake City Mosquito Abatement District	Creston School District No. 73
	Horseshoe Bend Fire Protection District	Newberg School District No. 29J	Charleston Housing Authority	Salt Lake County Housing Authority	Curlew School District No- 50
	Idaho Soil and Water Conservation District	North Bend School District No. 13	Charleston Naval Complex Redevelopment Authority	Sandy Suburban Improvement District	Cusick School District
	Indian Valley Rural Fire District	North Central Education Service District	Charleston Soil and Water Conservation District	Scofield Reservoir Special Service District	Darrington School District No. 330
	Iona-Bonneville Sewer District	North Clackamas School District No. 12	Cheraw Housing Authority	Sevier County Special Service District No. 1	Davenport School District No. 207
	Island Park Fire District	North Douglas School District No. 22	Chester Housing Authority	Skyline Mountain Special Service District	Dayton School District No. 2
	Jerome Highway District	North Lake School District	Chester Metropolitan District	Snyderville Basin Special Recreation District	Deer Park School District No. 414
	Jerome Recreation District	North Marion School District No. 15	Chester Sewer District	Snyderville Basin Water Reclamation District	Dieringer School District
	Jerome Rural Fire District No. 1	North Santiam School District No. 29	Coast Regional Transportation Authority	Solid Waste Special Service District No. 1	Divie School District
	Kamiah Fire Protection District	North Wasco County School District No. 21	Columbia Housing Authority	South Davis Sewer District	East Valley School District No. 361
	Kamiah Highway District	Northwest Regional Education Service District	Conway Housing Authority	South Davis Water District	East Valley School District No. 361, Spokane County
	Ketchum Rural Fire Protection District	Nyssa School District No. 26	Daniel Morgan Water District	South Ogden Conservation District	East Valley School District No. 90, Yakima County
	Kidder Harris Highway District	Oakland School District	Darlington County Fire District	South Salt Lake Valley Mosquito Abatement District	Eastmont School District No. 206
	Kingston Water District	Oakridge School District No. 76	Darlington County Water and Sewer Authority	South Summit Fire Protection District	Eatonville School District No. 404
	Kootenai County Water District No. 1	Ontario School District No. 86	Darlington Housing Authority	South Utah Valley Solid Waste District	Edmonds School District No. 15
	Kootenai Ponderosa Irrigation District	Oregon City School District No. 62	Donalds-Due West Water and Sewer Authority	South Valley Sewer Improvement District	Educational Service District No. 112
	Kootenai-Shoshone Soil and Water Conservation Distr	Oregon Trail School District No. 46	Dorchester County Sales Tax Transportation Authority	Southeastern Utah Housing Authority	Ellensburg School District No. 401
	Kuna Library District	Paisley School District No. 11	Dorchester County Water Authority	Spanish Valley Water and Sewer Improvement District	Elma School District No. 68
	Laclede Water District	Parkrose School District No. 3	Duncan Chapel Fire District	St. George Housing Authority	Endicott School District No. 308
	Lakes Highway District	Pendleton School District No. 16	Easley Housing Authority	Stansbury Park Improvement District	Entiat School District No. 127
	Latah County Library District	Perrydale School District No. 21J	Easley-Central Water District	Strawberry Electric Service District	Enumclaw School District No. 216
	Latah Soil and Water Conservation District	Philomath School District No. 17J	East Richland County Public Service District	Sugar House Park Authority	Ephrata School District No. 165
	Lemhi Soil and Water Conservation District	Phoenix-Talent School District	Edgefield County Water and Sewer Authority	Tabby Valley Park Special Service District	Evaline School District No. 36
	Lewiston Orchards Irrigation District	Pilot Rock School District No. 2	Florence Housing Authority	Taylorville Water Improvement District	Everett School District No. 2
	Lewiston-Nez Perce County Regional Airport Authority	Pine Eagle School District No. 61	Fort Mill Housing Authority	Thompson Special Service District	Evergreen School District No. 114, Clark County
	Lincoln County Recreation District	Pinehurst School District	Fripp Island Public Service District	Timpanogas Special Service District	Evergreen School District No. 205
	Little Blacktail Ranch Water District	Pleasant Hill School District	Gaffney Housing Authority	Tooele County Housing Authority	Federal Way Public Schools
	Little Wood River Library District	Plush School District 18	Gaston Rural Community Water District	Tooele County Recreation Special Service District	Ferndale School District No. 502
	Lizard Butte Library District	Port Orford-Langlois School District No. 2CJ	Georgetown County Water and Sewer District	Tridell-Lapoint Water Improvement District	File School District No. 417
	Lost River Highway District	Portland Public School District No. 1	Georgetown Housing Authority	Uintah Animal Control and Shelter Special Service District	Finley School District
	M&T Water and Sewer District	Powers School District No. 31	Gilbert-Summit Rural Water District	Uintah County Municipal Building Authority	Franklin Pierce School District No. 402
	MacKay Free Library District	Prairie City School District No. 13	Grand Strand Water and Sewer Authority	Uintah Fire Suppression Special Service District	Freeman School District No. 358
	Madison Library District	Prospect School District	Greenville Arena District	Uintah Health Care Special Service District	Garfield School District No. 302
	Marsing Rural Fire District	Rainier School District No. 13	Greenville County Recreation District	Uintah Highlands Water and Sewer Improvement District	Glenwood School District
	McCall Fire Protection District	Redmond School District No. 2J	Greenville County Redevelopment Authority	Uintah Mosquito Abatement District	Goldendale School District
	McCall Memorial Hospital District	Reedsport School District No. 105	Greenville Transit Authority	Uintah Recreation District	Grand Coulee Dam School District
	Meridian Cemetery Maintenance District	Region 9 Education Service District	Reynolds School District No. 7	Uintah Transportation Special Service District	Grandview School District No. 200
	Meridian Library District	Riddle School District No. 70	Greewood Metropolitan District	Uintah Water Conservancy District	Granger School District No. 204
	Meridian Rural Fire Protection District		Greer Housing Authority	Unified Fire Authority	Granite Falls School District No. 332

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Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	Wilderness Ranch Fire Protection District	Colton Fire District	Township		Pateros School District
	Winona Highway District	Colton Water District	Township of Grand Meadow		Paterson School District No. 50
	Worley Fire District	Columbia Corridor Drainage Districts Joint Contracting Authority	Tribal		Pe Ell School District No. 301
	Worley Highway District	Columbia Health District	Catawba Indian Nation		Peninsula School District
State		Columbia Improvement District			Pioneer School District No. 402
	Idaho Department of Administration	Columbia River People's Utility District			Pomeroy School District No. 110
	Idaho Department of Health and Welfare	Columbia Soil and Water Conservation District			Port Angeles School District No. 121
	State Of Idaho	Coos County Airport District			Port Townsend School District No. 50
Tribal		Coos County Library Service District			Prescott School District No. 402-37
	Coeur d'Alene Tribe	Coquille Indian Housing Authority			Pride Prep Schools
	Kootenai Tribe of Idaho	Coquille Valley Hospital District			Prosser School District No. 116
	Nez Perce Tribal Enterprises	Corbett Water District			Puget Sound Educational Service District
	Nez Perce Tribe	Corvallis Rural Fire Protection District			Pullman School District No. 267
	Shoshone-Bannock Tribes	Cove Rural Fire Protection District			Puyallup School District No. 3
		Crooked River Ranch Rural Fire Protection District			Queets-Clearwater School District No. 20
		Crooked River Ranch Special Road District			Quilcene School District No. 48
		Curry Health District			Quillayute Valley School District No. 402
		Curry Public Library District			Quincy School District No. 144
		Dallas Cemetery District No. 4			Rainier School District No. 307
		Dean Minard Water District			Raymond School District No. 116
		Dee Rural Fire Protection District			Reardan-Edwall School District
		Deschutes County 911 Service District			Renton School District No. 403
		Deschutes County Rural Fire District No. 1			Republic School District
		Deschutes Valley Water District			Richland School District No. 400
		Devils Lake Water Improvement District			Ridgefield School District No. 122
		Dexter Rural Fire Protection District			Ritzville School District
		Douglas County Fire District No. 2			Riverside School District
		Douglas County Housing Authority			Riverview School District No. 407
		Douglas Soil and Water Conservation District			Rochester School District
		Drakes Crossing Rural Fire Protection District			Rosalia School District No. 320
		Dufur Recreation District			Royal School District
		Eagle Valley Soil and Water Conservation District			San Juan Island School District No. 149
		East Fork Irrigation District			Satsop School District No. 104
		East Multnomah Soil and Water Conservation District			Seattle Public Schools
		East Umatilla County Health District			Sedro-Woolley School District No. 101
		East Valley Water District			Selah School District No. 119
		Echo Rural Fire District			Selkirk School District No. 70
		Elsie-Vinemaple Rural Fire Protection District No. 11			Sequim School District No. 323
		Emerald People's Utility District			Shaw Island School District No. 10
		Estacada Rural Fire District No. 69			Shelton School District No. 309
		Fairview Water District			Shoreline School District No. 412
		Falcon Cove Beach Water District			Skykomish School District
		Farmers Irrigation District			Snohomish School District No. 201
		Gardiner Sanitary District			Snoqualmie Valley School District No. 410
		Gaston Rural Fire District			Soap Lake School District No. 156
		Gates Rural Fire Protection District			South Bend School District No. 118
		Gearhart Rural Fire Protection District			South Kitsap School District No. 402
		Glendale Rural Fire Protection District			South Whidbey School District No. 206
		Gleneden Sanitary District			Southside School District
		Goshen Fire District			Spokane Public Schools
		Government Camp Sanitary District			Sprague School District
		Grand Ronde Sanitary District			St. John School District No. 322
		Grant County Transportation District			Stanwood-Camano School District No. 401
		Grant Soil and Water Conservation District			Shellacoom Historical School District No. 1
		Grants Pass Irrigation District			Steptoe School District No. 304
		Green Sanitary District			Stevenson-Carson School District No. 303
		Hahlen Road Special District			Sultan School District No. 311
		Halsey-Shedd Rural Fire Protection District			Summit Valley School District 202
		Hamlet Rural Fire Protection District			Summer School District No. 320
		Harbor Sanitary District			Sunnyside School District No. 201
		Harbor Water Public Utility District			Tacoma School District No. 10
		Harney District Hospital			Taholah School District No. 77
		Harney Soil and Water Conservation District			Tahoma School District No. 409
		Harriman Rural Fire Protection District			Tekoa School District No. 265
		Hazeldell Rural Fire Protection District			Tenino School District No. 402
		Hebo Joint Water and Sewer Authority			Thorp School District No. 400
		Heceta Water District			Toledo School District No. 237
		Hermiston Cemetery District			Tonasnot School District
		Hermiston Fire and Emergency Services District			Toppenish School District No. 202
		Hermiston Irrigation District			Touchet School District No. 300
		Hood River County Library District			Toulie Lake School District No. 130
		Hood River County Transportation District			Trout Lake School District No. R-400
		Hood River Valley Parks and Recreation District			Tukwila School District No. 406
		Hoodland Fire District No. 74			Tumwater School District No. 33
		Hubbard Rural Fire Protection District			Union Gap School District No. 2
		Ice Fountain Water District			University Place School District No. 83
		Illinois Valley Rural Fire Protection District			Valley School District
		Ione Rural Fire Protection District			Valley School District No. 70
		Irrigon Community Park and Recreation Maintenance District			Vancouver School District No. 37
		Jackson County Airport Authority			Vashon Island School District No. 402
		Jackson County Fire District No. 3			Wahkiakum School District No. 200
		Jackson County Fire District No. 5			Wahluke School District No. 73
		Jackson County Housing Authority			Waitsburg School District
		Jackson County Library District			Walla Walla School District No. 140
		Jackson County Vector Control District			Wapato School District No. 207
		Jackson Soil and Water Conservation District			Warden School District No. 146-161
		Jefferson Rural Fire Protection District			Washington Schools Risk Management Pool
		John Day/Canyon City Parks and Recreation District			Washington State Educational Service District
		Junction City Rural Fire Protection District			Washougal School District
		Juniper Flat Rural Fire Protection District			Washtucna School District
		Keating Soil and Water Conservation District			Waterville School District No. 209
		Keizer Rural Fire Protection District			Wellpinit School District
		Keno Fire Protection District			Wenatchee School District No. 246
		Kernville-Gleneden Beach-Lincoln Beach Water District			West Valley School District No. 208, Yakima County

Idaho	Oregon	South Carolina	Utah	Washington
	Klamath County Fire District No. 1 Klamath County Library Service District Klamath Housing Authority Klamath Irrigation District Klamath Vector Control District La Grande Rural Fire Protection District La Pine Park and Recreation District La Pine Rural Fire Protection District La Pine Water District Lake District Hospital Lake Grove Water District Lakeside Fire District No. 4 Lane County Fire District No. 1 Lane Library District Lane Transit District Langlois Water District LaPine Special Sewer District Lebanon Aquatic District Lebanon Fire District Lewis and Clark Rural Fire Protection District Libby Drainage District Linn Benton Housing Authority Lookingglass Rural Fire District Lorane Rural Fire Protection District Lowell Rural Fire Protection District Lower Umpqua Hospital District Lusted Water District Madras Aquatic Center District Malheur County Housing Authority Malin Rural Fire Protection District Mapleton Water District Marion County Fire District No. 1 Marion Soil and Water Conservation District Medford Irrigation District Merrill Rural Fire Protection District Mid-County Cemetery Maintenance District Middle Fork Irrigation District Miles Crossing Sanitary Sewer District Mill City Rural Fire Protection District Milton-Freewater Water Control District Mist-Birkenfeld Rural Fire Protection District Mohawk Valley Rural Fire District Molalla River Improvement District Molalla Rural Fire Protection District No. 73 Monroe Rural Fire Protection District Morrow County Health District Mountain View Hospital District Mt. Angel Fire District Multnomah County Drainage District No. 1 Multnomah County Rural Fire Protection District No. 10 Multnomah County Rural Fire Protection District No. 14 Nesika Beach-Ophir Water District Neskowin Regional Sanitary Authority Neskowin Regional Water District Nestucca Rural Fire Protection District Netarts OceanSide Sanitary District Netarts-Oceanside Rural Fire Protection District North Bay Rural Protection Fire District North Bend City/Cooz-Curry Housing Authority North Central Public Health District North Clackamas Parks and Recreation District North County Recreation District North Gilliam Cemetery District North Gilliam County Rural Fire Protection District North Lincoln Fire and Rescue District No. 1 North Powder Rural Fire Protection District North Sherman County Rural Fire Protection District North Unit Irrigation District Northeast Oregon Housing Authority Northern Wasco County Park and Recreation District Northern Wasco County People's Utility District Northwest Oregon Housing Authority Nyssa Road Assessment District No. 2 Nyssa Rural Fire Protection District Oak Hill Sanitary District Oak Lodge Sanitary District Oak Lodge Water District Oceanside Water District Ochoco West Sanitary District Odell Sanitary District Ontario Library District Oregon Fire Districts Association Oregon Infrastructure Finance Authority Oregon Trail Library District Oregon Water Wonderland Unit II Sanitary District Owyhee Irrigation District Pacific City Joint Water Sanitary Authority Pacific Communities Health District Palatine Hill Water District Peninsula Drainage District No. 1 Peninsula Drainage District No. 2 Pilot Rock Fire Protection District Pine Grove Rural Fire Protection District Pleasant Hill Rural Fire Protection District		West Valley School District No. 363, Spokane County White Pass School District No. 303 White River School District No. 416 White Salmon Valley School District No. 405-17 Wilbur School District No. 200 Willapa Valley School District No. 160 Wilson Creek School District Winlock School District No. 232 Wishkah Valley School District No. 117 Woodland School District No. 404 Yakima School District No. 7 Yelm Community School District No. 2 Zillah School District No. 205	Special District Acme Water District No. 18 Adams County Fire Protection District No. 1 Adams County Mosquito Control District Aeneas Lake Irrigation District Alderwood Water and Wastewater District Alpine Water District Anacortes Housing Authority Annapolis Water District Asotin County Cemetery District No. 1 Asotin County Conservation District Asotin County Fire District No. 1 Asotin County Housing Authority Asotin County Public Utility District No. 1 Badger Mountain Irrigation District Bainbridge Island Metropolitan Park and Recreation District Basin City Water/Sewer District Bayview Beach Water District Beacon Hill Water and Sewer District Beehive Irrigation District Belfair Water District No. 1 Bellevue Convention Center Authority Bellingham Housing Authority Bellingham Public Development Authority Benton County Diking District No. 1 Benton County Fire Protection District No. 1 Benton County Fire Protection District No. 2 Benton County Fire Protection District No. 4 Benton County Fire Protection District No. 5 Benton County Fire Protection District No. 6 Benton County Mosquito Control District Benton County Public Utility District No. 1 Benton Irrigation District Benton-Franklin Health District Beverly Water District Birch Bay Water and Sewer District Black Diamond Water District Bremerton Housing Authority Buckhannon-Upshur County Airport Authority Burbank Irrigation District No. 4 Carnhope Irrigation District No. 7 Cascadia Conservation District Cedar River Water and Sewer District Central Klickitat County Park and Recreation District Central Pierce Fire and Rescue District No. 6 Central Puget Sound Regional Transit Authority Central Valley Ambulance Authority Chelan County Fire District No. 1 Chelan County Fire District No. 3 Chelan County Fire District No. 5 Chelan County Fire District No. 6 Chelan County Fire District No. 7 Chelan County Fire District No. 8 Chelan County Fire District No. 9 Chelan County Public Hospital District No. 1 Chelan County Public Utility District No. 1 Chelan County/Wenatchee Housing Authority Chelan-Douglas Health District Chinook Water District Chuckanut Community Forest Park District Clallam Conservation District Clallam County Fire District No. 2 Clallam County Fire District No. 5 Clallam County Fire District No. 6 Clallam County Fire Protection District No. 1 Clallam County Fire Protection District No. 3 Clallam County Fire Protection District No. 4 Clallam County Hospital District No. 1 Clallam County Housing Authority Clallam County Parks and Recreation District No. 1 Clallam County Public Hospital District No. 2 Clallam County Public Utility District No. 1 Clark County Fire District No. 10 Clark County Fire District No. 11 Clark County Fire District No. 13 Clark County Fire District No. 5 Clark County Fire Protection District No. 3 Clark County Fire Protection District No. 6 Clark County Public Utility District No. 1 Clark Regional Wastewater District Cline Irrigation District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Pleasant Home Water District Polk County Fire District No- 1 Polk County Housing Authority Polk Soil and Water Conservation District Portland Metropolitan Area Water District Public Procurement Authority Rainbow Water District Raleigh Water District Redmond Area Park and Recreation District Riddle Rural Fire District River Forest Acres Special Road District River Road Park and Recreation District Rivergrove Water District Roads End Sanitary District Roberts Creek Water District Rockwood Water People's Utility District Rogue River Cemetary Maintenance District Rogue Valley Transportation District Roseburg Urban Sanitary Authority Sable Drive Road District Salem Area Mass Transit District Salem Housing Authority Salem-Keizer Transit District Santa Clara Rural Fire Protection District Santiam Water Control District Scappoose Rural Fire District Scio Rural Fire District Scottsburg Rural Fire District Seal Rock Fire District Seal Rock Water District Shangi-La Water District Shasta View Irrigation District Siletz Rural Fire Protection District Silverton Fire District Sisters-Camp Sherman Rural Fire Protection District Siuslaw Public Library District South Clackamas Transportation District South Suburban Sanitary District Southern Curry Cemetary Maintenance District Southwest Lincoln County Water District Spring River Special Road District Springfield Utility District Stanfield Fire District No. 7-402 Stayton Fire District Suburban East Salem Water District Sunrise Water Authority Sunset Empire Transportation District Swalley Irrigation District Sweet Home Fire and Ambulance District Talent Irrigation District Terrebonne Domestic Water District Three Sisters Irrigation District Tillamook County Transportation District Tillamook People's Utility District Tiller Rural Fire District Toledo Rural Fire Protection District Tri City Rural Fire District No. 4 Tri City Water District Tri-City Service District Tri-County Metropolitan Transportation District Tualatan Hills Park and Recreation District Tualatin Hills Park and Recreation District Tualatin Valley Irrigation District Tualatin Valley Water District Tumalo Irrigation District Twin Rocks Sanitary District Umatilla County Housing Authority Umatilla Hospital District Umatilla Land Redevelopment Authority Umatilla Morrow Radio and Data District Umatilla Reservation Housing Authority Umatilla Rural Fire Protection District Union Cemetary District Vale Oregon Irrigation District Valley View Water District Vandevert Acres Special Road District Vineyard Mountain Water and Improvement District Walla Walla River Irrigation District Wallowa County Health Care District Wamic Water and Sanitary Authority Warm Springs Housing Authority Wasco County Soil and Water Conservation District Washington County Fire District No. 2 Washington County Housing Authority Water Wonderland Improvement District Wedderburn Sanitary District West Slope Water District West Valley Housing Authority Western Lane Ambulance District Westport Wauna Rural Fire Protection District Westwood Hills Road District Wiard Memorial Park District Wickiup Water District Willamalane Park and Recreation District		Clinton Water District Clinton Water District Coal Creek Utility District Columbia Conservation District Columbia County Fire District No. 3 Columbia County Public Hospital District No. 1 Columbia County Rural Library District Columbia Irrigation District Columbia Valley Water District Colville Indian Housing Authority Consolidated Irrigation District No. 14 Covington Water District Cowlitz Sewer District Cowlitz County Cemetery District No. 2 Cowlitz County Fire District No. 6 Cowlitz County Public Utility District No. 1 Cowlitz Transit Authority Cross Valley Water District Dallesport Water District Douglas County Fire District No. 2 Douglas County Fire Protection District No. 5 Douglas County Public Utility District No. 1 Douglas County Sewer District No. 1 Douglas-Okanogan County Fire District No. 15 East Columbia Basin Irrigation District East Gig Harbor Water District East Lewis County Public Development Authority East Pierce Fire and Rescue District No. 22 East Spokane Water District No. 1 East Wenatchee Water District Eastmont Metropolitan Park District Eastsound Sewer and Water District Edmonds Public Facilities District Ellensburg Business Development Authority Enterprise Cemetery District No. 7 Entiat Irrigation District Everett Housing Authority Everett Public Facilities District Evergreen Water-Sewer District No. 19 Fall City Water District Ferry County Public Utility District No. 1 Ferry/Okanogan County Fire Protection District No. 13 Fisherman Bay Sewer District Foster Creek Conservation District Four Lakes Water District No. 10 Franklin Conservation District Franklin County Cemetery District No. 2 Franklin County Fire District No. 1 Franklin County Fire Protection District No. 3 Franklin County Irrigation District No. 1 Franklin County Public Utility District No. 1 Freeland Water and Sewer District Ft. Worden Public Development Authority Gardena Farms Irrigation District No. 13 Goforth Special Utility District Grand Coulee Project Hydroelectric Authority Grandview Irrigation District Grant County Airport District No. 1 Grant County Fire District No. 10 Grant County Fire District No. 11 Grant County Fire District No. 3 Grant County Fire District No. 4 Grant County Fire District No. 7 Grant County Fire Protection District No. 5 Grant County Housing Authority Grant County Mosquito Control District No. 1 Grant County Mosquito District No. 2 Grant County Port District No. 4 Grant County Port District No. 6 Grant County Port District No. 7 Grant County Public Hospital District No. 1 Grant County Public Hospital District No. 2 Grant County Public Hospital District No. 3 Grant County Public Hospital District No. 4 Grant County Public Utility District No. 2 Grant Transit Authority Grays Harbor Conservation District Grays Harbor County Fire Protection District No. 1 Grays Harbor County Fire Protection District No. 12 Grays Harbor County Fire Protection District No. 14 Grays Harbor County Fire Protection District No. 2 Grays Harbor County Fire Protection District No. 7 Grays Harbor County Housing Authority Grays Harbor County Water District No. 1 Grays Harbor County Water District No. 2 Grays Harbor Drainage District No. 1 Grays Harbor Fire District No. 10 Grays Harbor Historical Seaport Authority Grays Harbor Public Utility District No. 1 Grays Harbor Transportation Authority Greater Wenatchee Irrigation District Greater Wenatchee Regional Events Center Public Facilities District Green Tank Irrigation District No. 11 Hartstene Pointe Water-Sewer District Highland Water District	

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Williams Rural Fire Protection District Willow Creek Park District Winchester Bay Sanitary District Winston-Dillard Fire District Winston-Dillard Water District Woodburn Rural Fire Protection District Yamhill County Housing Authority Yamhill Fire Protection District Youngs River-Lewis and Clark Water District State Oregon Department of Administrative Services Oregon Department of Revenue Oregon Health Licensing Agency Oregon Higher Education Coordinating Commission Oregon Secretary of State Oregon State Board of Nursing State of Oregon Tribal Burns Paiute Tribe Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians Confederated Tribes of Grand Ronde Community Confederated Tribes of Siletz Indians Confederated Tribes of the Umatilla Indian Reservation Confederated Tribes of the Warm Springs Coquille Indian Tribe Klamath Tribes			Highlands Sewer District Highline Water District Historic Seattle Preservation and Development Authority Holmes Harbor Sewer District Hunters Water District Hydro Irrigation District No. 9 Icicle Irrigation District Inchellum Water District Irvin Water District No. 6 Island County Fire District No. 3 Island County Fire Protection District No. 1 Island County Housing Authority Jefferson County Conservation District Jefferson County Fire District No. 5 Jefferson County Fire Protection District No. 1 Jefferson County Fire Protection District No. 3 Jefferson County Public Utility District No. 1 Jefferson County Water District No. 3 Jefferson Transit Authority Juniper Beach Water District Kapowsin Water District Kelso Housing Authority Kennewick Housing Authority Kennewick Irrigation District Kennewick Public Facilities District Kennewick Public Hospital District Kent Fire Department Regional Fire Authority Key Peninsula Metro Parks District King County Airport District No. 1 King County Ferry District King County Fire Protection District No. 16 King County Fire Protection District No. 2 King County Fire Protection District No. 20 King County Fire Protection District No. 25 King County Fire Protection District No. 27 King County Fire Protection District No. 28 King County Fire Protection District No. 34 King County Fire Protection District No. 37 King County Fire Protection District No. 40 King County Fire Protection District No. 43 King County Fire Protection District No. 44 King County Fire Protection District No. 45 King County Fire Protection District No. 47 King County Fire Protection District No. 50 King County Flood Control District King County Hospital District No. 4 King County Housing Authority King County Public Hospital District No. 1 King County Public Hospital District No. 2 King County Water District No. 1 King County Water District No. 111 King County Water District No. 117 King County Water District No. 119 King County Water District No. 125 King County Water District No. 19 King County Water District No. 20 King County Water District No. 45 King County Water District No. 49 King County Water District No. 54 King County Water District No. 90 Kitsap Conservation District Kitsap County Consolidated Housing Authority Kitsap County Fire District No. 18 Kitsap County Public Utility District No. 1 Kitsap County Rural Library District Kitsap Public Health District Kittitas County Conservation District Kittitas County Fire District No. 2 Kittitas County Fire Protection District No. 7 Kittitas County Hospital District No. 2 Kittitas County Housing Authority Kittitas County Public Utility District No. 1 Kittitas County Water District No. 5 Kittitas County Water District No. 6 Kittitas County Water District No. 7 Klickitat County Fire District No. 14 Klickitat County Fire District No. 15 Klickitat County Fire District No. 1 Klickitat County Fire Protection District No. 4 Klickitat County Fire Protection District No. 5 Klickitat County Port District No. 1 Klickitat County Public Hospital District No. 1 Klickitat County Public Hospital District No. 2 Klickitat County Public Utility District No. 1 Lacey Fire District 3 Lake Chelan Reclamation District Lake Chelan Sewer District Lake Forest Park Water District Lake Stevens Sewer District Lake Wenatchee Water District Lake Whatcom Water and Sewer District Lakehaven Utility District Lakewood Water District Lenora Water and Sewer District

Lewis County Conservation District
 Lewis County Fire District No. 1
 Lewis County Fire District No. 11
 Lewis County Fire District No. 13
 Lewis County Fire District No. 18
 Lewis County Fire District No. 9
 Lewis County Fire Protection District No. 14
 Lewis County Fire Protection District No. 16
 Lewis County Fire Protection District No. 2
 Lewis County Fire Protection District No. 5
 Lewis County Fire Protection District No. 6
 Lewis County Fire Protection District No. 8
 Lewis County Hospital District No. 1
 Lewis County Public Facilities District
 Lewis County Public Utility District No. 1
 Lewis County Water District No. 1
 Lewis County Water District No. 3
 Lewis Public Transportation Benefit Area Authority
 Liberty Lake Sewer and Water District
 Lincoln County Fire District No. 1
 Lincoln County Fire District No. 4
 Lincoln County Fire Protection District No. 5
 Lincoln County Fire Protection District No. 6
 Lincoln County Fire Protection District No. 8
 Lincoln County Hospital District No. 3
 Lincoln-Adams County Fire Protection District No. 3
 Longview Housing Authority
 Lopez Island Library District
 Lower Elwha Housing Authority
 Lower Squilchuck Irrigation District
 Lummi Housing Authority
 Lummi Tribal Sewer and Water District
 Makah Housing Authority
 Malaga Water District
 Manchester Water District
 Manson Park and Recreation District
 Marshland Flood Control District
 Marysville Fire District
 Mason Conservation District
 Mason County Fire District No. 13
 Mason County Fire District No. 17
 Mason County Fire District No. 2
 Mason County Fire District No. 4
 Mason County Fire Protection District No. 5
 Mason County Fire Protection District No. 8
 Mason County Housing Authority
 Mason County Public Hospital District No. 1
 Mason County Public Utility District No. 1
 Mason County Public Utility District No. 3
 Mason County Transit Authority
 Methow Valley Irrigation District
 Mid-Columbia Library District
 Midway Sewer District
 Moab Irrigation District No. 20
 Moses Lake Irrigation and Rehabilitation District
 Mukilteo Water and Wastewater District
 Naches-Selah Irrigation District
 North Beach Water District
 North Central Washington Economic Development District
 North City Water District
 North County Regional Fire Authority
 North Highline Fire District
 North Perry Avenue Water District
 North Whidbey Park and Recreation District
 Northeast Sammamish Sewer and Water District
 Northshore Utility District
 Northwest Park and Recreation District No. 2
 Okanogan Conservation District
 Okanogan County Cemetery District No. 4
 Okanogan County Fire District No. 6
 Okanogan County Fire Protection District No. 11
 Okanogan County Housing Authority
 Okanogan County Public Hospital District No. 3
 Okanogan County Public Hospital District No. 4
 Okanogan County Public Utility District No. 1
 Okanogan Fire Protection District No. 16
 Okanogan Irrigation District
 Olympic View Water and Sewer District
 Olympus Terrace Sewer District
 Orcas Island Library District
 Orchard Avenue Irrigation District No. 6
 Oroville Housing Authority
 Oroville-Tonasket Irrigation District
 Othello Housing Authority
 Pacific Conservation District
 Pacific County Fire District No. 2
 Pacific County Fire Protection District No. 1
 Pacific County Fire Protection District No. 3
 Pacific County Public Healthcare Services District No. 3
 Pacific County Public Utility District No. 2
 Pacific Hospital Preservation and Development Authority
 Palouse Conservation District
 Pasco/Franklin County Housing Authority
 Pend Oreille County Fire District No. 2

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Pend Oreille County Fire District No. 4 Pend Oreille County Fire District No. 5 Pend Oreille County Library District Pend Oreille County Public Hospital District No. 1 Pend Oreille County Public Utility District No. 1 Peninsula Housing Authority Peninsula Metropolitan Park District Peshastin Irrigation District Peshastin Water District Pierce Conservation District Pierce County Fire District No. 13 Pierce County Fire District No. 16 Pierce County Fire District No. 18 Pierce County Fire District No. 23 Pierce County Fire District No. 27 Pierce County Fire District No. 3 Pierce County Fire District No. 5 Pierce County Fire District No. 8 Pierce County Fire Protection District No. 14 Pierce County Fire Protection District No. 2 Pierce County Fire Protection District No. 21 Pierce County Housing Authority Pike Place Market Preservation and Development Authority Point Roberts Water District No. 4 Ponderay Shores Water and Sewer District Port Ludlow Drainage District Prescott Joint Parks and Recreation District Prosser Fire District No. 3 Prosser Public Hospital District Public Hospital District No. 1 Public Hospital District No. 3 Public Utility District No- 1 Puyallup Tribal Health Authority Quileute Housing Authority Quinalt Housing Authority Quincy-Columbia Basin Irrigation District Renton Housing Authority Richland Housing Authority Richland Public Facilities District Ronald Wastewater District Roza Irrigation District Sacheen Lake Sewer and Water District Sammamish Plateau Water and Sewer District San Juan Island Library District Saratoga Water District Scatchet Head Water District Seattle Chinatown International District Preservation and Development Author Seattle Housing Authority Seattle Southside Regional Tourism Authority Selah-Moxee Irrigation District Si View Metropolitan Park District Silver Lake Flood Control District Silver Lake Water And Sewer District Silverdale Water District Skagit Conservation District Skagit County Cemetery District No. 2 Skagit County Fire District No. 10 Skagit County Fire District No. 11 Skagit County Fire District No. 15 Skagit County Fire District No. 9 Skagit County Fire Protection District No. 13 Skagit County Fire Protection District No. 14 Skagit County Fire Protection District No. 2 Skagit County Fire Protection District No. 3 Skagit County Fire Protection District No. 4 Skagit County Fire Protection District No. 5 Skagit County Fire Protection District No. 8 Skagit County Housing Authority Skagit County Public Hospital District No. 1 Skagit County Public Hospital District No. 2 Skagit County Public Hospital District No. 304 Skagit County Public Utility District No. 1 Skagit County Sewer District No. 1 Skagit County Sewer District No. 2 Skagit Valley Public Hospital District No. 1 Skamania County Fire District No. 1 Skamania County Fire District No. 4 Skamania County Public Hospital District No. 1 Skamania County Public Utility District No. 1 Skamokawa Water and Sewer District Skyway Water and Sewer District Snohomish County Fire District No. 15 Snohomish County Fire District No. 16 Snohomish County Fire District No. 19 Snohomish County Fire District No. 26 Snohomish County Fire District No. 5 Snohomish County Fire Protection District No. 1 Snohomish County Fire Protection District No. 17 Snohomish County Fire Protection District No. 21 Snohomish County Fire Protection District No. 22 Snohomish County Fire Protection District No. 25 Snohomish County Fire Protection District No. 28 Snohomish County Fire Protection District No. 3 Snohomish County Fire Protection District No. 7

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Snohomish County Housing Authority Snohomish County Public Hospital District No. 1 Snohomish County Public Hospital District No. 2 Snohomish County Public Utility District No. 1 Snohomish Health District Snohomish River Regional Water Authority Snoqualmie Valley Hospital District South Columbia Basin Irrigation District South Correctional Entity Public Development Authority South Naches Irrigation District South Whatcom Fire Authority South Whidbey Parks and Recreation District South Yakima Conservation District Southwest Suburban Sewer District Spokane Conservation District Spokane County Fire District No. 12 Spokane County Fire District No. 2 Spokane County Fire District No. 4 Spokane County Fire Protection District No. 10 Spokane County Fire Protection District No. 11 Spokane County Fire Protection District No. 13 Spokane County Fire Protection District No. 3 Spokane County Fire Protection District No. 5 Spokane County Fire Protection District No. 8 Spokane County Fire Protection District No. 9 Spokane County Library District Spokane County Water District No. 3 Spokane Housing Authority Spokane Indian Housing Authority Spokane Public Facilities District Spokane Regional Health District Spokane Transit Authority Startup Water District Steptoe Sewer District No. 1 Stevens County Fire District No. 2 Stevens County Fire District No. 6 Stevens County Fire Protection District No. 1 Stevens County Fire Protection District No. 10 Stevens County Fire Protection District No. 12 Stevens County Fire Protection District No. 5 Stevens County Public Utility District No. 1 Stevens County Rural Library District Stevens Pass Sewer District Sun Harbor Water District No. 3 Sunnyside Housing Authority Sunnyside Valley Irrigation District Sunnyslope Water District Swinomish Housing Authority Tacoma Community Redevelopment Authority Tacoma Housing Authority Tacoma Metropolitan Park District Terrace Heights Sewer District Thea Foss Waterway Development Authority Three Rivers Regional Wastewater Authority Thurston Conservation District Thurston County Fire District No. 12 Thurston County Fire District No. 4 Thurston County Fire District No. 9 Thurston County Fire Protection District No. 3 Thurston County Fire Protection District No. 5 Thurston County Fire Protection District No. 6 Thurston County Fire Protection District No. 8 Thurston County Housing Authority Thurston County Public Utility District No. 1 Tri-County Economic Development District Tukwila Metropolitan Park District Underwood Conservation District Union Gap Irrigation District Val Vue Sewer District Valley Regional Fire Authority Valley View Sewer District Valley Water District Vancouver Housing Authority Vashon Park District Wahkiakum County Public Utility District No. 1 Wahkiakum Fire Protection District No. 1 Wahkiakum Port District No. 1 Walla Walla County Fire Protection District No. 1 Walla Walla County Fire Protection District No. 3 Walla Walla County Fire Protection District No. 4 Walla Walla County Fire Protection District No. 5 Walla Walla County Fire Protection District No. 8 Walla Walla County Rural Library District Walla Walla Housing Authority Wallula Water District No. 1 Washington State Convention Center Public Facilities District Washington State Major League Baseball Stadium Public Facilities District Washington State Tobacco Settlement Authority Water District 19 Wells Ranch Irrigation District Wenatchee Reclamation District Wenatchee-Chiwawa Irrigation District West Sound Utility District Whatcom Conservation District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Whatcom County Fire District No. 1 Whatcom County Fire District No. 11 Whatcom County Fire District No. 14 Whatcom County Fire District No. 16 Whatcom County Fire District No. 17 Whatcom County Fire District No. 4 Whatcom County Fire District No. 5 Whatcom County Fire District No. 7 Whatcom County Fire District No. 8 Whatcom County Public Utility District No. 1 Whatcom County Water District No. 12 Whatcom County Water District No. 13 Whatcom County Water District No. 2 Whatcom County Water District No. 7 Whatcom Transportation Authority Whidbey Island Public Hospital District Whitestone Reclamation District Whitman County Fire District No. 11 Whitman County Fire Protection District No. 12 Whitman County Fire Protection District No. 14 Whitman County Fire Protection District No. 7 Whitman County Public Hospital District No. 3 Whitman County Rural Library District Whitworth Water District No. 2 Willapa Valley Water District William Shore Memorial Pool District Williams Lake Sewer District No. 2 Wine Science Center Development Authority Wollochet Harbor Sewer District Woodinville Water District Yakima County Fire District No. 1 Yakima County Fire District No. 3 Yakima County Fire District No. 4 Yakima County Fire District No. 5 Yakima County Fire District No. 6 Yakima County Fire Protection District No. 12 Yakima County Fire Protection District No. 14 Yakima County Mosquito Control District Yakima Housing Authority Yakima Regional Clean Air Authority Yakima Rural County Library District Yakima-Tieton Irrigation District
					State North Seattle Community College Seattle Colleges State Of Washington Washington State Department of Enterprise Services Washington State Department of Health Washington State Department of Social and Health Services Washington State Health Care Authority
					Tribal Columbia River Inter-Tribal Fish Commission Confederated Tribes of the Chehalis Reservation Confederated Tribes of the Colville Reservation Confederated Tribes of the Yakama Nation Cowlitz Indian Tribe Hoh Indian Tribe Jamestown S'Klallam Tribe Kalispel Tribe of Indians Lower Elwha Klallam Tribe Lummi Indian Nation Makah Tribe Muckleshoot Indian Tribe Nisqually Indian Tribe Nooksack Indian Tribe Port Gamble S'Klallam Tribe Puyallup Tribe of Indians Quileute Indian Tribe Quinault Indian Nation Samish Indian Nation Sauk-Suiattle Indian Tribe Skokomish Indian Tribe Snoqualmie Indian Tribe Spokane Tribe Squaxin Island Tribe Stillaguamish Tribe of Indians Suquamish Tribe Swinomish Indian Tribal Community Tulalip Tribes Upper Skagit Indian Tribe Yakama Nation Land Enterprise



Appendix C - Political Subdivision List for Virginia

City/Town	Special Districts	Public K-12	County	Public Higher Education	State	Townships
City of Alexandria	Acomack-Norhampton Transportation District	Acomack County Public Schools	Acomack County	Blue Ridge Community College	State of Virginia	
City of Bristol	Albemarle County Service Authority	Albemarle County Public Schools	Albemarle County	Central Virginia Community College	Virginia Department of Behavioral Health and Developmental Services	Township of Green, Ross County
City of Buena Vista	Albemarle-Charlottesville Regional Jail Authority	Alexandria City Public Schools	Alleghany County	Christopher Newport University	Virginia Department of General Services	
City of Charlottesville	Alexandria Redevelopment and Housing Authority	Alexandria County Public Schools	Amelia County	College of William and Mary	Virginia Department of Health	
City of Chesapeake	Appomattox River Water Authority	Amelia County Public Schools	Amherst County	Dabney S. Lancaster Community College	Virginia Department of Health Professions	
City of Colonial Heights	Bath County Airport Authority	Amherst County Public Schools	Appomattox County	Danville Community College	Virginia Department of Public Works	
City of Covington	Bedford County Economic Development Authority	Appomattox County Public Schools	Arlington County	Eastern Shore Community College		
City of Danville	Bedford Regional Water Authority	Arlington Public Schools	Augusta County	Eastern Virginia Medical School		
City of Emporia	Big Stone Gap Redevelopment and Housing Authority	Atlantic Shores Christian Schools	Bath County	George Mason University		
City of Fairfax	Blacksburg-Christiansburg-VPI Water Authority	Augusta County Public Schools	Bedford County	Germanna Community College		
City of Falls Church	Blacksburg-Virginia Polytechnic Institute Sanitation Authority	Bath County Public Schools	Bedford County Public Service Authority	J. Sargeant Reynolds Community College		
City of Franklin	Blue Ridge Airport Authority	Bedford County Public Schools	Bland County	James Madison University		
City of Fredericksburg	Blue Ridge Crossroads Economic Development Authority	Bland County Public Schools	Botetourt County	John Tyler Community College		
City of Galax	Blue Ridge Regional Jail Authority	Botetourt County Public Schools	Brunswick County	Longwood University		
City of Hampton	Blue Ridge Soil and Water Conservation District	Bristol Virginia Public Schools	Buchanan County	Lord Fairfax Community College		
City of Harrisonburg	Bristol Redevelopment and Housing Authority	Brunswick County Public Schools	Buchanan County Public Service Authority	Massanutten Technical Center		
City of Hopewell	Brookneal-Campbell County Airport Authority	Buchanan County Schools	Buckingham County	Mountain Empire Community College		
City of Lexington	Brunswick County Industrial Development Authority	Buckingham County Public Schools	Buckingham County Board of Supervisors	New College Institute		
City of Lynchburg	Buchanan County Industrial Development Authority	Buena Vista City Public Schools	Campbell County	New River Community College		
City of Manassas	Buena Vista Public Service Authority	Campbell County Public Schools	Caroline County	Norfolk State University		
City of Manassas Park	Campbell County Utilities and Service Authority	Caroline County Public Schools	Carroll County	Northern Virginia Community College		
City of Martinsville	Carroll County Industrial Development Authority	Carroll County Public Schools	Carroll County Public Service Authority	Old Dominion University		
City of Newport News	Carroll-Grayson-Galax Solid Waste Authority	Charles City County School District	Charles City County	Patrick Henry Community College		
City of Norfolk	Castewood Water and Sewage Authority	Charlottesville County Public Schools	Charlottesville County	Paul D. Camp Community College		
City of Norton	Central Shenandoah Planning District Commission	Charlottesville City Schools	Chesterfield County	Piedmont Virginia Community College		
City of Petersburg	Central Virginia Regional Jail Authority	Chesapeake Public Schools	Clarke County	Radford University		
City of Poquoson	Central Virginia Waste Management Authority	Chesterfield County Public Schools	Craig County	Rappahannock Community College		
City of Portsmouth	Charlottesville Redevelopment and Housing Authority	Clarke County School District	Culpeper County	Richard Bland College		
City of Radford	Charlottesville-Albemarle Airport Authority	Colonial Beach Schools	Cumberland County	Rowanty Technical Center		
City of Richmond	Chesapeake Airport Authority	Colonial Heights Public Schools	Dickenson County	Southern Virginia Higher Education Center		
City of Roanoke	Chesapeake Bay Bridge and Tunnel District	Copper River School District	Dinwiddie County	Southside Virginia Community College		
City of Salem	Chesapeake Hospital Authority	Covington City Public Schools	Essex County	Southwest Virginia Community College		
City of Staunton	Chesapeake Redevelopment and Housing Authority	Craig County Public Schools	Fairfax County	State Council of Higher Education for Virginia		
City of Suffolk	Coeburn-Norton-Wise Regional Wastewater Authority	Culpeper County Public Schools	Fauquier County	Thomas Nelson Community College		
City of Virginia Beach	Craig-New Castle Solid Waste Authority	Cumberland County Public Schools	Floyd County	Tidewater Community College		
City of Waynesboro	Crater District Area Agency on Aging/Foster Grandparent Program, Inc.	Danville Public Schools	Fluvanna County	University of Mary Washington		
City of Williamsburg	Culpeper Soil and Water Conservation District	Dickenson County Public Schools	Franklin County	University of Virginia		
City of Winchester	Cumberland Plateau Planning District Commission	Dinwiddie County Public Schools	Frederick County	University of Virginia Foundation		
Town of Abingdon	Cumberland Plateau Regional Housing Authority	Fairfax County Public Schools	Giles County	University of Virginia Health System		
Town of Alberta	Cumberland Plateau Regional Waste Management Authority	Falls Church City Public Schools	Gloucester County	University of Virginia, Wise		
Town of Altavista	Danville Redevelopment and Housing Authority	Fauquier County Public Schools	Goochland County	Virginia College Savings Plan		
Town of Amherst	Danville-Pittsylvania County Regional Industrial Facilities Authority	Floyd County Public Schools	Grayson County	Virginia Commonwealth University		
Town of Appalachia	Dickenson County Industrial Development Authority	Fluvanna County Public Schools	Greene County	Virginia Community College System		
Town of Appomattox	Dickenson County Public Service Authority	Franklin City Schools	Greensville County	Virginia Highlands Community College		
Town of Ashland	Dinwiddie Airport and Industrial Authority	Franklin County Public Schools	Halifax County	Virginia Military Institute		
Town of Bedford	Dinwiddie County Water Authority	Frederick County Public Schools	Hanover County	Virginia Polytechnic Institute and State University		
Town of Berryville	District Three Governmental Cooperative	Fredericksburg City Public Schools	Henrico County	Virginia State University		
Town of Big Stone Gap	Dryden Water Authority	Galax City Public Schools	Henry County	Virginia Western Community College		
Town of Blacksburg	Eastern Shore of Virginia Broadband Authority	Giles County Public Schools	Henry County Public Service Authority	Wytheville Community College		
Town of Bluefield	Essex County Industrial Development Authority	Gloucester County Public Schools	Highland County			
Town of Boones Mill	Fairfax County Economic Development Authority	Goochland County Public Schools	Isle of Wight County			
Town of Bowling Green	Fairfax County Park Authority	Grayson County Public Schools	James City County			
Town of Boyce	Fairfax County Redevelopment and Housing Authority	Greene County Schools	King and Queen County			
Town of Boydton	Fairfax County Water Authority	Greensville County Public Schools	King George County			
Town of Bridgewater	Fauquier County Water and Sanitation Authority	Halifax County Public Schools	King George County Service Authority			
Town of Broadway	Floyd County Economic Development Authority	Hampton City Schools	King William County			
Town of Brodnax	Floyd-Floyd County Public Service Authority	Hanover County Public Schools	Lancaster County			
Town of Brookneal	Franklin Redevelopment and Housing Authority	Harrisonburg City Public Schools	Lee County			
Town of Buchanan	Frederick County Sanitation Authority	Henrico County Public Schools	Loudoun County			
Town of Burkeville	Fredericksburg Stafford Park Authority	Henry County Public Schools	Louisia County			
Town of Cape Charles	Frederick-Winchester Service Authority	Highland County Public Schools	Lunenburg County			
Town of Cedar Bluff	Front Royal-Warren County Economic Development Authority	Hopewell Public Schools	Madison County			
Town of Charlotte Court House	Ft. Monroe Authority	Imagine Schools	Mathews County			
Town of Chase City	Giles County Public Service Authority	Isle of Wight County Schools	Mecklenburg County			
Town of Chatham	Greensville County Water and Sewer Authority	King and Queen County Public Schools	Middlesex County			
Town of Cheriton	Halifax County Industrial Development Authority	King George County Public Schools	Montgomery County			
Town of Chilhowie	Halifax County Service Authority	King William County Public Schools	Nelson County			
Town of Chincoteague	Hampton Redevelopment and Housing Authority	Lancaster County Public School System	New Kent County			
Town of Christiansburg	Hampton Roads Planning District Commission	Lee County Public Schools	Northampton County			
Town of Caremont	Hampton Roads Regional Jail Authority	Lexington City Schools	Northumberland County			
Town of Clarksville	Hampton Roads Sanitation District	Loudoun County Public Schools	Nottoway County			
Town of Clifton	Harrisonburg Redevelopment and Housing Authority	Louisa County Public Schools	Orange County			
Town of Clifton Forge	Harrisonburg-Rockingham Regional Sewer Authority	Lynchburg City Schools	Page County			
Town of Clinchco	Headwaters Soil and Water Conservation District	Madison County Public Schools	Patrick County			
Town of Clintwood	Hopewell Redevelopment and Housing Authority	Manassas City Public Schools	Pittsylvania County			
Town of Coeburn	James River Water Authority	Manassas Park City Schools	Pittsylvania County Service Authority			
Town of Colonial Beach	John Flannagan Water Authority	Martinsville Public Schools	Powhatan County			
Town of Columbia	Joint Public Service Authority	Mathews County School District	Prince Edward County			
Town of Courtland	Lee County Industrial Development Authority	Mecklenburg County Public Schools	Prince George County			
Town of Craigsview	Lee County Public Service Authority	Middlesex County Public Schools	Prince William County			
Town of Crewe	LENOWISCO Planning District Commission	Montgomery County Public Schools	Prince William County Service Authority			
Town of Culpeper	Lord Fairfax Soil and Water Conservation District	Nelson County Public Schools	Pulaski County			
Town of Damascus	Loudoun County Sanitation Authority	New Kent County Schools	Rappahannock County			
Town of Dayton	Louisa County Water Authority	Newport News Public Schools	Richmond County			
Town of Dendron	Lynchburg Redevelopment and Housing Authority	Norfolk Public Schools	Roanoke County			
Town of Dilwyn	Marion Redevelopment and Housing Authority	Northampton County School District	Rockbridge County			
Town of Drakes Branch	Maury Service Authority	Northumberland County Public Schools	Rockbridge County Public Service Authority			
Town of Dublin	Mecklenburg-Brunswick Regional Airport Authority	Norton City Public Schools	Rockingham County			
Town of Dumfries	Meherrin River Regional Jail Authority	Nottoway County Public Schools	Russell County			
Town of Dungsannon	Middle Peninsula Regional Airport Authority	Orange County Public Schools	Scott County			

City/Town

Town of Elkton
 Town of Exmore
 Town of Farmville
 Town of Fincastle
 Town of Floyd
 Town of Fries
 Town of Front Royal
 Town of Gate City
 Town of Glade Spring
 Town of Glasgow
 Town of Glen Lyn
 Town of Gordonsville
 Town of Goshen
 Town of Gretna
 Town of Grotoes
 Town of Halifax
 Town of Hamilton
 Town of Haymarket
 Town of Hayti
 Town of Herndon
 Town of Hillsville
 Town of Honaker
 Town of Hurt
 Town of Independence
 Town of Iron Gate
 Town of Irvington
 Town of Jonesville
 Town of Kenbridge
 Town of Keyville
 Town of Kilmarnock
 Town of La Crosse
 Town of Lawrenceville
 Town of Leesburg
 Town of Louisa
 Town of Lovettsville
 Town of Luray
 Town of Marion
 Town of Middleburg
 Town of Middletown
 Town of Mineral
 Town of Monterey
 Town of Montross
 Town of Mt. Jackson
 Town of Narrows
 Town of New Castle
 Town of New Market
 Town of Nickelsville
 Town of Occoquan
 Town of Onancock
 Town of Orange
 Town of Pamplin City
 Town of Parkley
 Town of Pearisburg
 Town of Pembroke
 Town of Pennington Gap
 Town of Phenix
 Town of Pocahontas
 Town of Pound
 Town of Pulaski
 Town of Purcellville
 Town of Quantico
 Town of Remington
 Town of Rich Creek
 Town of Richlands
 Town of Ridgeway
 Town of Rocky Mount
 Town of Round Hill
 Town of Rural Retreat
 Town of Saltville
 Town of Scottsville
 Town of Shenandoah
 Town of Smithfield
 Town of South Boston
 Town of South Hill
 Town of St. Paul
 Town of Stanley
 Town of Stephens City
 Town of Strasburg
 Town of Stuart
 Town of Tangier
 Town of Tappahannock
 Town of Tazewell
 Town of Timberville
 Town of Troutville
 Town of Urbanna
 Town of Victoria
 Town of Vienna
 Town of Vinton
 Town of Wakefield
 Town of Warrenton
 Town of Warsaw
 Town of Washington
 Town of Waverly
 Town of West Point
 Town of White Stone
 Town of Windsor
 Town of Wise
 Town of Woodstock
 Town of Wytheville

Special Districts

Montgomery County Public Service Authority
 Montgomery Regional Solid Waste Authority
 Mt. Rogers Planning District Commission
 New River Regional Water Authority
 New River Resource Authority
 New River Valley Planning District Commission
 New River Valley Regional Jail Authority
 Newport News Redevelopment and Housing Authority
 Nicholas County Solid Waste Authority
 Norfolk Airport Authority
 Norfolk Economic Development Authority
 Norfolk Redevelopment and Housing Authority
 Northern Neck Planning District Commission
 Northern Virginia Regional Park Authority
 Northern Virginia Transportation Authority
 Northwestern Regional Jail Authority
 NRV Regional Water Authority
 Pamunkey Regional Jail Authority
 Patrick County Economic Development Authority
 Pepper's Ferry Regional Wastewater Treatment Authority
 Petersburg Redevelopment and Housing Authority
 Peumansend Creek Regional Jail Authority
 Piedmont Soil and Water Conservation District
 Planning District One Behavioral Health Services
 Portsmouth Redevelopment and Housing Authority
 Prince William County Park Authority
 Pulaski County Public Service Authority
 Pulaski County Sewerage Authority
 Radford Industrial Development Authority
 Randolph County Water, Sewer and Fire Protection Authority
 Rapidan Service Authority
 Rappahannock Regional Jail Authority
 Rappahannock-Shenandoah-Warren Regional Jail Authority
 Region 2000 Services Authority
 Richmond Behavioral Health Authority
 Richmond Hospital Authority
 Richmond Metropolitan Authority
 Richmond Redevelopment and Housing Authority
 Richmond Regional Planning District Commission
 Rivanna Solid Waste Authority
 Rivanna Water and Sewer Authority
 Riverside Regional Jail Authority
 Roanoke Redevelopment and Housing Authority
 Roanoke River Service Authority
 Roanoke Valley Broadband Authority
 Roanoke Valley Resource Authority
 Robert E. Lee Soil and Water Conservation District
 Rockbridge Area Network Authority
 Rockbridge County Solid Waste Authority
 Russell County Industrial Development Authority
 Russell County Public Service Authority
 Scott County Economic Development Authority
 Scott County Redevelopment and Housing Authority
 Shenandoah Valley Soil and Water Conservation District
 Smyth County Industrial Development Authority
 Smyth Washington Regional Industrial Facilities Authority
 South Central Wastewater Authority
 Southeastern Public Service Authority
 Southside Planning District
 Southside Regional Jail Authority
 Southwest Regional Recreation Authority
 Southwest Virginia Regional Jail Authority
 Suffolk Redevelopment and Housing Authority
 Tappahannock Essex County Airport Authority
 Tazewell County Airport Authority
 Tazewell County Industrial Development Authority
 Tazewell County Public Service Authority
 Tazewell County Public Service Authority
 Thomas Jefferson Planning District Commission
 Thomas Jefferson Soil and Water Conservation District
 Toms Brook-Mauertown Sanitary District
 Upper Occoquan Service Authority
 Valley Municipal Utility District No. 2
 Vint Hill Economic Development Authority
 Virginia Beach Development Authority
 Virginia Commercial Space Flight Authority
 Virginia Highlands Airport Authority
 Virginia Housing Development Authority
 Virginia Peninsulas Public Service Authority
 Virginia Port Authority
 Virginia Resources Authority
 Virginia Tech/Montgomery Regional Airport Authority
 Virginia/Carolina Water Authority
 Virginia's First Regional Industrial Facility Authority
 Washington County Industrial Development Authority
 Washington County Service Authority
 Waynesboro Economic Development Authority
 Waynesboro Redevelopment and Housing Authority
 West Piedmont Planning District
 Western Virginia Water Authority
 Williamsburg Area Transit Authority
 Winchester Regional Airport Authority
 Wined Road Authority
 Wise County Public Service Authority
 Wise County Redevelopment and Housing Authority
 Woodway Water and Sewer Authority
 Wytheville Redevelopment and Housing Authority

Public K-12

Page County Public Schools
 Patrick County Public Schools
 Petersburg City Public Schools
 Pittsylvania County School District
 Poquoson City Public Schools
 Portsmouth Public Schools
 Powhatan County Public Schools
 Prince Edward County Schools
 Prince George County Public Schools
 Prince William County Schools
 Pulaski County Public Schools
 Radford City Schools
 Rappahannock County Public Schools
 Richmond City Public Schools
 Richmond County Public Schools
 Roanoke City Public Schools
 Roanoke County Public Schools
 Rockbridge County Schools
 Rockingham County Public Schools
 Russell County Public Schools
 Salem City Schools
 Scott County Public Schools
 Shenandoah County Public Schools
 Smyth County Public Schools
 Southampton County Public Schools
 Spotsylvania County Public Schools
 Stafford County Public Schools
 Staunton City Schools
 Suffolk Public Schools
 Surry County Public Schools
 Sussex County Public Schools
 Tazewell County Public Schools
 Virginia Beach City Public Schools
 Warren County Public Schools
 Washington County School District
 Waynesboro Public Schools
 West Point Public Schools
 Westmoreland County Public Schools
 Williamsburg-James City County Public Schools
 Winchester Public Schools
 Wise County Public Schools
 Wythe County Public Schools
 York County Public Schools

County

Scott County Public Service Authority
 Shenandoah County
 Smyth County
 Southampton County
 Spotsylvania County
 Stafford County
 Surry County
 Sussex County
 Tazewell County
 Tri-County Lake Administrative Commission
 Warren County
 Washington County
 Westmoreland County
 Wise County
 Wythe County
 York County

Public Higher Education**State****Townships**

NATIONAL JOINT POWERS ALLIANCE (NJPA) AWARDED VENDOR

REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION

Procurements by National Joint Powers Alliance (NJPA) or NJPA Members utilizing funds under a federal grant or contract funded all or in part by the Federal Emergency Management Agency (FEMA) may be subject to specific federal laws, regulations, and requirements in addition to those under other federal, state and local laws. This may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Title 44 of the Code of Federal Regulations, Part 13 (44 CFR Part 13).

The terms included in this section express Vendors willingness and ability to comply with certain requirements which may be applicable to specific NJPA Member purchases using FEMA grant or contract dollars. NJPA Members may also require Proposers to enter into ancillary agreements, in addition to the NJPA contract's general terms and conditions, to address a Member's specific contractual needs, including contract requirements for a procurement using FEMA grants or contracts. NJPA reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements.

Note: The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 44 CFR Part 13.

(A) Pursuant to 44 CFR 13.36(i)(1), NJPA is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Vendor's compliance with the terms of the request for proposal and contract award, including but not limited to those remedies set forth at 44 CFR 13.43.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(B) Pursuant to 44 CFR 13.36(i)(2), NJPA may terminate the contract award for cause or convenience in accordance with the procedures set forth in the request for proposal and contract award and those provided by 44 CFR 13.44.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(C) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Vendor shall comply with the following federal laws during the term of an award for this contract by NJPA:

- a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
- c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
- d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
- e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(D) Pursuant to 44 CFR 13.36(i)(7), Vendor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(E) Pursuant to 44 CFR 13.36(i)(8), Vendor agrees to the following provisions regarding patents:

a. During the term of an award for this contract by NJPA, all rights to inventions and/or discoveries that arise or are developed, in the course of or under this request for proposal and contract award, shall belong to the NJPA Member and be disposed of in accordance with their policy. NJPA and NJPA members, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(F) Pursuant to 44 CFR 13.36(i)(9), Vendor agrees to the following provisions, regarding copyrights:

a. During the term of an award for this contract by NJPA, any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(G) Pursuant to 44 CFR 13.36(i)(10), Vendor shall maintain any books, documents, papers, and records of the Vendor which are directly pertinent to this request for proposal and contract award. At any time during normal business hours and as often as NJPA or NJPA Members deems necessary, Vendor shall permit NJPA or NJPA Member, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(H) Pursuant to 44 CFR 13.36(i)(11), Vendor shall retain all required records for three years after FEMA or NJPA or NJPA Members makes final payments and all other pending matters are closed. In addition, Vendor shall comply with record retention requirements set forth in 44 CFR 13.42

Vendor Agrees (YES or NO)

Initials of Authorized Representative

Vendor agrees to comply with federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

This certification shall be effective through the term of the Vendor's NJPA awarded contract.

Vendor: _____

Contract number: _____

Category: _____

Maturity date: _____

Address: _____

City, state, zip code: _____

Phone number: _____

Printed name and title of
authorized representative: _____

Signature of authorized
representative: _____

Date: _____

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: Sutphen Corporation

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
8.9/28	The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member.	Sutphen Corporation is taking exception to the prevailing wage requirements as indicated in section 8.9 as it relates to the jurisdiction of the NJPA member. The manufacturing of our fire apparatus would be completed in our facilities in the State of Ohio or Pennsylvania. Sutphen Corporation does comply with all Federal and State wage and labor laws. Additionally, our facility in Dublin, Ohio does have a bargaining agreement with Teamsters Local #284 which guarantees the wages of the employees involved in the manufacturing / construction of our fire apparatus. A copy of this agreement may be provided upon request.	Accept.

Proposer's Signature:

Drew SutphenDate: 2/23/13

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Sutphen Corporation

Date: 2-23-18

Company Address: 6450 Eiterman Road

City: Dublin

State: Ohio

Zip: 43016

CAGE Code/Duns & Bradstreet Number: CAGE:6L027 / Duns: 04-107-8403

Contact Person: Clark Green, Title: National Sales Manager

Authorized Signature: _____

Drew Sutphen
Drew Sutphen, President

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 022818-SUT

Proposer's full legal name: Sutphen Corporation

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be April 16, 2018 and will expire on April 16, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CEO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on April 16, 2018

NJPA Contract # 022818-SUT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Sutphen Corporation

Authorized Signatory's Title President



VENDOR AUTHORIZED SIGNATURE

Drew Sutphen

(NAME PRINTED OR TYPED)

Executed on 4-12, 2018

NJPA Contract # 022818-SUT

PROPOSER ASSURANCE OF COMPLIANCE**Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Sutphen Corporation

Address: 6450 Eiterman Road

City/State/Zip: Dublin, Ohio 40316

Telephone Number: 800-848-5860

E-mail Address: sutphen@sutphencorp.com

Authorized Signature: _____

Drew Sutphen

Authorized Name (printed): Drew Sutphen

Title: President

Date: _____

2-23-18

Notarized

Subscribed and sworn to before me this 23 day of February, 2018

Notary Public in and for the County of Delaware State of Ohio

My commission expires: 3/15/2020

Signature: _____

Donna M. Newell



DONNA M. NEWELL
Notary Public, State of Ohio
My Commission Expires 03-15-2020



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Sutphen Corporation

Questionnaire completed by: Clark Green

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Sutphen Response: If a customer elects a prepayment discount option, the prepayment is due within thirty (30) days after contact signing or receipt of purchase order. Any remaining amount, or the full amount if no prepayment is provided, is due upon delivery and acceptance of the completed apparatus. Sutphen will invoice a customer thirty (30) days before acceptance and pick up or delivery. Payment in full of outstanding invoice balances is due upon acceptance, pickup or delivery.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Sutphen Response: Sutphen Corporation does not provide leasing directly. However, Sutphen Corporation, and its dealers/distributors, work with industry recognized leasing companies, and can assist in securing leasing for apparatus purchased by NJPA members.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

Sutphen Response: If the customer is not an NJPA member, Sutphen will facilitate customer signup as a member of NJPA. A Sutphen authorized dealer/distributor submits a proposal to an NJPA member. The NJPA member accepts the proposal and enters into a purchase agreement with Sutphen and issues a purchase order to build one or more fire apparatus. The Sutphen dealer/distributor sends a fully executed copy of the proposal, all pricing and supporting documentation to the customer. The Sutphen Contract Administration team, consisting of three (3) individuals, will process the incoming orders, manage workflow, and administrative requirements to contract completion and delivery. Sutphen will communicate with NJPA contract administrators as required by any cooperative purchasing contract issued to Sutphen by NJPA as a result of this offer herein.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Sutphen Response: Sutphen Corporation has accepted the P-card purchase for previous purchases, however, the bank required fee will be added to the total price of the purchase. This is typically around 4% of the purchase price.

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Sutphen Response: In the interest of efficiency, Sutphen requests customers who have warranty issues notify the appropriate local dealer/distributor. The dealer/distributor, in turn, contacts Sutphen's Warranty Department repair authorization. Sutphen issues a purchase order to cover warranty labor and delivers repair parts that may be required to either the dealer/distributor or the customer. Sutphen will be notified of additional warranty issues uncovered during repairs and will update the warranty PO as needed. After completion of warranty work, defective parts are returned to Sutphen to verify the defect and to facilitate product improvement. Customers will be credited the warranty work upon verification of the defect and Sutphen's Warranty Department will also receive an invoice for labor so that it, too, may be reimbursed.

Please see the warranty documents attached elsewhere as part of this response.

- Do your warranties cover all products, parts, and labor?

Sutphen Response: Yes, Sutphen Corporation warrants to the original purchaser of a Sutphen apparatus that it will provide parts and repairs to the Sutphen vehicle during the warranty period in accordance with the warranty documents attached elsewhere.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Sutphen Response: Yes, there are restrictions/limitations Sutphen warranty coverage. This includes, but is not necessarily limited to, wear and tear items (tires, filters, brakes), damage caused by, for example, collision or misuse. Please see the enclosed warranty documents for a full coverage explanation.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Sutphen Response: Yes. Sutphen Corporation reimburses for travel time to and from the customer to complete the warranty repairs.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

Sutphen Response: No, Sutphen has authorized dealers, service centers, and technicians that are able to work anywhere within the United States. As noted above, NJPA members would first contact their local authorized dealer/distributor. If there is no local authorized dealer, the NJPA member would work directly with Sutphen Warranty Department and Service Center and a factory technician will be authorized and travel to complete the required warranty repairs.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Sutphen Response: As stated in the Sutphen warranty documents, major components of trade accessories such as purchased chassis, engines, signaling devices, transmissions, pumps, tanks or generators that have a separate manufacturer's warranty are covered by the appropriate OEM standard commercial warranty. However, Sutphen will assist the authorized dealer/distributor or customer to facilitate the warranty repairs.

- What are your proposed exchange and return programs and policies?

Sutphen Response: Most products shipped from Sutphen or drop shipped under Sutphen's direction can be returned for credit within ninety (90) days of the delivery date. Product must be returned in unused, saleable condition and in its original packaging. Customers must request a Return Material Authorization (RMA) which is good for thirty (30) days. Warranty return shipping is Sutphen's responsibility. All other shipping costs are customer responsibility. Sutphen has a twenty five percent (25%) restocking fee and will, in addition, add cost of repackaging any returns/exchanges not in original packaging.

- 6) Describe any service contract options for the items included in your proposal.

Sutphen Response: While it is not included in as a line item in this response, Sutphen will offer NJPA members an annual aerial apparatus service contract after the purchase and delivery of a vehicle as an Open Market opportunity. The Company does this to make certain that Sutphen apparatus remain dependable and in excellent working condition. The service agreement includes an annual inspection through which Sutphen technicians evaluate the condition of the apparatus. In general terms, the aerial service contract consists of the following:

- Inspection of the chassis and components
- Inspection of the fire pump, valves and accessories
- Inspection of the hydraulic system, pressures and operation
- Complete inspection of the ladder, components and lubrication
- Check torque settings and aerial base and all main fasteners

ricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Sutphen Response: Sutphen Corporation is offering its extreme duty Monarch custom chassis upon which it manufacturers aerial apparatus ranging in height from 70 feet' to 110 feet, including aerial ladders, aerial platforms, single or tandem axles, as well as mid and rear mount configurations. Sutphen aerial devices are all constructed of aluminum with Huck bolt fastening technology. Aerial fire bodies are all constructed from 304 stainless steel.

Second, the Company offers a full line of custom pumpers, including a Type 3, a Wildland Urban Interface (WUI), fully customizable extruded aluminum, and 304 stainless steel configurations. These are available on Sutphen custom chassis or a variety of commercial chassis.

Third, Sutphen proposes a full range of tanker configurations, including wetside or elliptical on single or tandem axle commercial chassis as well as a fully customizeable tandem axle tanker on the Sutphen Monarch custom chassis.

Finally, Sutphen offers a heavy rescue apparatus built upon the Sutphen Monarch custom chassis.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Sutphen Response: Please see the NJPA Contract Price List included elsewhere for complete line item pricing. The Company is offering "base models" of all apparatus described immediately above. The Price List also includes all published options. Base models and options have a published MSRP. Sutphen is offering NJPA members a discount of Fifteen Percent (15%) from MSRP. Sutphen has negotiated this percent discount with GSA and on various other cooperative ageements. From time to time, Sutphen may amend any awarded contract to update models and prices to bring them into line with the then current commercial catalog and other cooperative purchasing agreements in which the Company participates.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Sutphen Response: Sutphen is offering NJPA members a standard basic discount of Fifteen Percent (15%) off MSRP for base models and published options. There is no discount range and the Company is not offering quantity or volume discounts.

- 10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- XXX b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Sutphen Response: Because Sutphen offers a relatively large basic discount of Fifteen Percent (15%) from MSRP, it typically does not offer quantity or volume discounts to customers. Having said that, the Company has, on a case-by-case basis and in no particular fashion, negotiated larger discounts to customers. Should an NJPA member purchase apparatus in sufficient quantities and under similar circumstances, the Company and member may negotiate a quantity/volume concession.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Sutphen Response: Sutphen will offer unpublished or open market items as may be required by the NJPA member's Statement of Work. Pricing will be quoted at MSRP and may, on a case by case basis, be discounted up to the basic discount of Fifteen Percent (15%) offered on base model vehicles and published options.

-) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Sutphen Response: None

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Sutphen Response: Delivery is included for all Sutphen aerial apparatus. A Sutphen Delivery Engineer or authorized dealer/distributor provides delivery and operational demonstration as part of standard pricing for these vehicles. Factory or dealer provided delivery is not included in standard pricing but instead as a zone-priced option on all pumper, tanker, and rescue apparatus (non-aerial apparatus). Sutphen has four (4) priced delivery zones. A non-aerial customer is always welcome to visit the Sutphen facilities to receive an operational demonstration and pickup the vehicle.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Sutphen Response: Sutphen does manage OCONUS delivery to Hawaii, Alaska, US territories, and Canada for its customers on an individual basis. Delivery method and delivery cost are calculated and included at the time of the proposal. Included FOB Destination shipping on aerial apparatus may be limited to CONUS for deliveries to Hawaiian, Alaskan, US Territorial, and Canadian members eligible to use the NJPA contract.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Sutphen Response: None

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Sutphen Response: For all customer proposals, Sutphen Corporation uses proprietary pricing and specification software to make certain that potential customers receive correct contract discount pricing. Upon NJPA award, the NJPA specific discount and pricing structure will be loaded into the software and will be updated from time to time and in no special order. All quotes provided to NJPA members will receive then current NJPA pricing.

To make certain all vendor reports, sales reporting and proper administrative fees are paid, all orders are processed by Sutphen's Contract Administration team, including Sutphen's long time independent third party contract administrator. This team maintains the currency of all cooperative purchasing contracts, logs orders, provides all required reports, and pays all administrative fees. The team is coordinated, has worked together for a long time, and has developed a method of internally verifying accuracy and completion of timely contract management operations. Reports are completed quarterly on the following schedule. Fees are paid on the same schedule.

January March, reporting completed prior to end of April
April June, reporting completed prior to end of July

July September, reporting completed prior to end of October
September Decemberr, reporting completed prior to end of January

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Sutphen Response: Sutphen proposes an administrative fee of Two Thousand and No/100 Dollars (\$2,000.00) per purchase order payable in the reporting period in which the order is delivered and customer invoice is paid in full. This fee structure is consisitent with and equivalent to the very productive and most popularly used cooperative purchasing programs under which Sutphen currently participates. Sutphen is making this proposal to place NJPA on a level competitive co-op playing field in an effort to drive maximum member purchasing toward the NJPA platform. The remaining programs, like GSA, charge 0.75% of the discounted amount of contract sales, excluding open market items. Fire apparatus are large ticket capital purchases. The difference between a flat administrative fee and a percentage fee becomes material to the purchase decision in a public agency environment where agencies must spend the taxpayer dollar wisely. Other things equal, the larger percentage fee is a deterrent to using the that particular multi-award program in favor of a flat fee co-op contract.

Industry-Specific Questions

- 19) State the extent to which the solutions that you propose are compliant with standards or requirements in the US, Canada, and/or applicable in the various states and provinces. Identify all related certifications or accreditations.

Sutphen Response: Sutphen apparatus meet all Federal DOT, state requirements, and are compliant with the pertinent current NFPA standards.

- 20) Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are "vendor differentiators."

Sutphen Response: Please refer to various answers regarding service availability in other parts of this response. Note that Sutphen's Engineering team provides as much service access as possible through large hinged or removeable panels. Sutphen uses a standard, traditional hard-wired electrical system for low maintenance cost and easy troubleshooting. (A multiplexed electrical system is an option). Sutphen uses non-proprietary parts whenever possible for ease of maintenance and does not private label components (suspension components, gauges, pressure governors, electrical components, etc) as others in the industry might. Many of Sutphen's maintenance components are available at commercial heavy truck component dealers.

- 21) Describe any manufacturing processes or material specification attributes that differentiate your offered solutions.

Sutphen Response: Please refer to differentiation answers elsewhere in this respons. To reiterate, Sutphen uses aluminum in the construction of its aerial devices. Coupled with HuckBolt fastening technology instead of welding, this provides an strong and lightweight aerial device resulting in a lower center of gravity and better handling apparatus. The lighter weight also reduces wear and tear on tires, brakes, and other suspension components to lower yearly ownership costs and out of service time. Sutphen aerial bodies are constructed of 304 stainless steel and are bolted, not welded, together. In addition, many customers opt not to paint the body and leave the brushed stainless steel finish. The benefit is that accident repairs can take place in the field to reduce cost and out of service time.

) Provide any market data or research supporting the longevity or reliability of your proposed solutions.

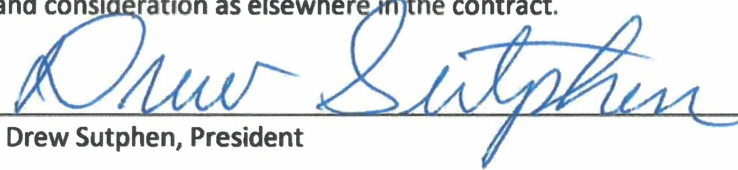
Sutphen Response: Sutphen Corporation is so confident of the longevity of its aerial product line that it backs its aerial devices with an thirty (30) year structural warranty. Sutphen also offers an aerial platform harvest program in which the Company removes the aerial device from an apparatus nearing the end of its life and places it on a new chassis, pump, and body. When complete and complete, the refurbished unit receives the same warranties as a new aerial apparatus. To Sutphen's knowledge, this is unique in the industry.

It is with noting that many large fleet customers have been purchasing Sutphen apparatus for almost nearly fifty (50) years. Two of many examples of long term, repeat customers would be the City of Columbus, OH and Orlando, FL. Columbus has purchasaserd Sutphen apparatus since 1967. Orlando, FL has purchased Sutphen product since 1969.

23) State whether your proposal includes the sale of "demo" units and describe the process related to offerings of demo units, if applicable.

Sutphen Response: Sutphen has not included demo or "Hot List" units in response to this opportunity. However, should the Company have a demo unit appropriate to the needs of a specific NJPA member, the Company would consider modification of the NJPA contract to include the demo unit and the NJPA member would receive contract pricing and consideration as elsewhere in the contract.

Signature: _____



Drew Sutphen, President

Date: _____

2-23-18

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 07/06/21	AGENDA ITEM: 7.F. PLZS-20-00044 Miller Commerce Center Lot 8 Re-Plat
DATE PREPARED: 07/05/21	DISTRICT NO.: 3
STAFF LIAISON: Robert Busick, Planner II, rbusick@buckeyeaz.gov, (623) 349-6242	
DEPARTMENT:	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 re-plat of Lot 8 in Miller Commerce Center, located at the northwest corner Durango Street and Miller Road.

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

ADDITIONAL RELEVANT GOALS:

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

SUMMARY

PROJECT DESCRIPTION:

The applicant has requested approval of a re-plat of Lot 8 in Miller Commerce Center. The 1.84-acre site is located at the northwest corner Durango Street and Miller Road. It includes two (2) commercial lots in the C-2 zoning district. Approximately 0.2 acre of right-of-way is being dedicated to the City of Buckeye through this re-plat. A site plan for the associated commercial development planned for this site was approved administratively by the City of Buckeye in June 2020. The proposal is substantially consistent with the existing development in the area, the zoning district standards, and the general plan land use designation. Planning, Engineering, Fire, and Public Works have all approved this minor subdivision. Due to the number of parcels resulting from this subdivision, an Assured Water Supply certificate is not required from ADWR, per A.R.S. 9-463.01.I.

BENEFITS:

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

FUTURE ACTION:

None

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

ATTACHMENTS:

[Vicinity Map](#)

[Narrative](#)

[Re-Plat](#)



Larson Engineering, Inc.
6380 E. Thomas Road, Suite 300
Scottsdale, AZ 85251-7084
480.212.4200
www.larsonengr.com

RECEIVED

18 NOV 2020

CITY OF BUCKEYE by: RB



November 18, 2020

PLZS 20 00044

City of Buckeye

3rd Submittal

Re: Re Plat Narrative
Superstar Car Wash
Buckeye, AZ, US
LEAZ Project No: 62190078

Dear City of Buckeye,

This final plat is to create 2 new parcels from the existing parcel 504-26-974 along with the development of a new car wash. This final was original submitted as a minor subdivision and now has been resubmitted just as a re-plat. This plat will dedicate an addition 10' of right of way along Miller Road and 18' of right of way along Durango Road.

Sincerely,
Larson Engineering, Inc.

A handwritten signature in black ink, appearing to read "Michael Hreha".

Michael Hreha, PE
Civil / Land Development Manager

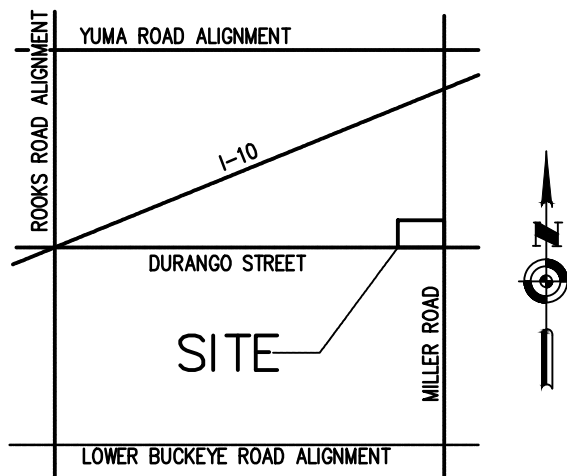
A REPLAT OF
LOT 8 MILLER COMMERCE CENTER PARCEL 1

LOT 8, MILLER COMMERCE CENTER PARCEL 1
BOOK 1070 OF MAPS, PAGE 39 MARICOPA COUNTY RECORDER
A PORTION OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH,
RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

RECEIVED
18 NOV 2020
CITY OF BUCKEYE by: RB

PLZS 20 00044

3rd Submittal



VICINITY MAP
NOT TO SCALE

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS:
THAT SSCW MILLER ROAD, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ("OWNER"), HAS SUBDIVIDED
UNDER THE NAME OF "A REPLAT OF LOT 8 MILLER COMMERCE CENTER PARCEL 1", A SUBDIVISION
LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 3 WEST
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON; AND
HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "A REPLAT OF LOT 8 MILLER COMMERCE CENTER
PARCEL 1", AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF
EACH LOT, TRACT, EASEMENT AND STREET CONSTITUTING SAME, AND THAT EACH LOT, TRACT, EASEMENT AND
STREET SHALL BE KNOWN BY THE NUMBER, LETTER AND/OR NAME GIVEN EACH RESPECTIVELY.

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

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.

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

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 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.

BY: SSCW MILLER ROAD LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____
ITS _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2021, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY
APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE
____ OF _____, IN ITS CAPACITY AS
____, AS OWNER 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 HEREUNDER SET BY HAND AND OFFICIAL SEAL.

BY: _____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

APPROVAL

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

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

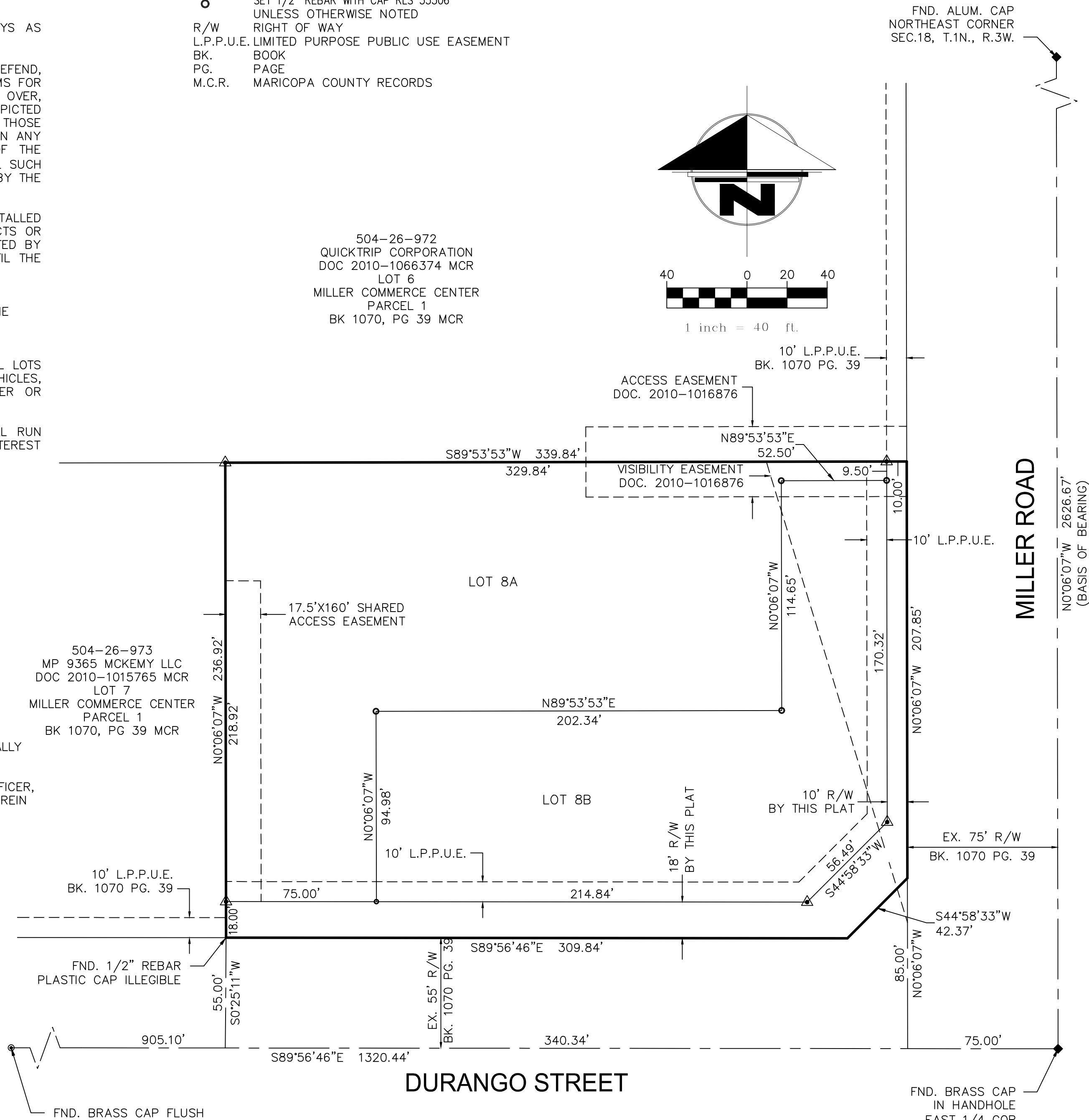
I CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS HAVE BEEN
COMPLIED WITH.

BY: _____
BUCKEYE CITY ENGINEER DATE

BY: _____
DEVELOPMENT SERVICES DIRECTOR DATE

LEGEND

- MONUMENT LINE
----- SUBDIVISION BOUNDARY
----- CENTERLINE
▲ CORNER OF SUBDIVISION, AS NOTED
□ BRASS CAP IN HANDHOLE
○ BRASS CAP FLUSH
○ SET 1/2" REBAR WITH CAP RLS 35306
UNLESS OTHERWISE NOTED
R/W RIGHT OF WAY
L.P.P.U.E. LIMITED PURPOSE PUBLIC USE EASEMENT
BK. BOOK
PG. PAGE
M.C.R. MARICOPA COUNTY RECORDS



DURANGO STREET

RIGHT-OF-WAY AREA TABLE

STREET NAME	SQUARE FEET	ACRES
MILLER ROAD	2,603 SF	0.060 AC
DURANGO STREET	6,062 SF	0.139 AC

OWNER/DEVELOPER

SSCW Miller Road, LLC
1830 N. 95TH AVENUE SUITE 106
PHOENIX, AZ. 85037
PH: 602-276-9535
EMAIL: REZA@SSCWAZ.COM
CONTACT: REZA AMIRREZVANI

APPLICANT/ENGINEER

LARSON ENGINEERING
6380 E. THOMAS ROAD
SUITE 300
SCOTTSDALE, AZ 85251
PH: 480-212-4200
CONTACT: MIKE HREHA

PROJECT DATA

LOT 8A 42,045 SF OR 0.965 AC
LOT 8B 29,510 SF OR 0.678 AC
R/W 8,665 SF OR 0.199 AC
TOTAL AREA = 1.842 ACRES

NOTES

- 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.
- 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.
- 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.

LEGAL DESCRIPTION :

Lot 8, MILLER COMMERCE CENTER PARCEL 1, according to the plot of record in the office of the County
Recorder of Maricopa County, Arizona, recorded in Book 1070 of Maps, Page 39.

FLOOD ZONE CERTIFICATION

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 04013C2115L DATED OCTOBER 16, 2013, THE SUBJECT
PROPERTY IS LOCATED IN ZONE X. ZONE X IS DESCRIBED AS: "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS
OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS
THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD."

BASIS OF BEARING:

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 3 WEST, GILA AND
SALT RIVER MERIDIAN MARICOPA COUNTY, ARIZONA, BEARS
NORTH 00°06'07" WEST, PER BOOK 545 OF MAPS, PAGE 23 M.C.R.

CERTIFICATION

I, ROBERT S. UNGER, HEREBY CERTIFY, THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA.
THAT THIS PLAT, CONSISTING OF ONE (1) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME
DURING THE MONTH OF NOVEMBER, 2019, THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN, THAT ALL
MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECT AND
ACCURATE AS SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ROBERT S. UNGER #35306
SYNERGY GEOMATICS
2125 E. 5TH STREET, #101
TEMPE, AZ 85281



SYNERGY GEOMATICS
2125 E. 5th STREET, #101
TEMPE, AZ 85281
PH: (480) 405-3648
EMAIL: rob@syn-geo.com



DRAWN: RU
CHECKED: RU
DATE: 12/22/20
DWG: 19034F01.dwg

A REPLAT OF
LOT 8 MILLER COMMERCE CENTER PARCEL 1
BUCKEYE, AZ

PROJECT NO.
19_034
SHEET NUMBER
1
OF 1

PLZS-20-00044

EXPIRES: 09/30/21

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 07/06/21	AGENDA ITEM: 7.G. Council to take action on Resolution 49-21 adopting a Public Safety Personnel Retirement System Pension Funding Policy pursuant to Laws 2018, Chapter 112; providing for repeal of conflicting Resolutions.
DATE PREPARED: 07/05/21	DISTRICT NO.:
STAFF LIAISON: Nancy Love, Human Resources Director, nlove@buckeyeaz.gov (623) 349-6255	
DEPARTMENT: Human Resources	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
 Council to take action on Resolution 49-21 adopting a Public Safety Personnel Retirement System Pension Funding Policy pursuant to Laws 2018, Chapter 112; providing for repeal of conflicting Resolutions.

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 State of Arizona, House Bill 2097 was passed into law on April 3, 2018, requiring City Council to adopt a pension funding policy for the Public Safety Personnel Retirement System (PSPRS) before July 1, 2019 and annually each year thereafter. This bill was codified into Arizona Revised Statutes § 38-863.01 and requires the City to annually adopt a pension funding policy to communicate how the City will maintain stability of the City's required contributions, how and when the City's funding requirement will be met, and defining the City's funded ratio target under PSPRS and when it will be met. The City is also required to formally accept the City's share of the assets and liabilities based on the PSPRS actuarial report and post the pension funding policy on its website.

PSPRS administers the City's agent multiple-employer pension plan and have separate trusts for both our police and fire employees. PSPRS provides annual actuarial reports for the City's estimated assets, liabilities, and unfunded actuarial liabilities for each plan.

To comply with this statute, on April 2, 2019, the Council adopted a PSPRS pension funding policy pursuant to Resolution No. 13-19 and formally accepted the City's share of the assets and liabilities based on the June 30, 2018 PSPRS actuarial report. During the FY21 budget process, Council adopted our PSPRS pension funding policy based on the June 30, 2019 PSPRS actuarial report. Resolution 49-

21 is seeking adoption of the FY22 PSPRS pension funding policy, based on the June 30, 2020 PSPRS actuarial report.

Based on the June 30, 2020 actuarial valuation, the City of Buckeye's assets, liabilities, and current funding ratio are as follows:

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	FY20 Funded Ratio	FY19 Funded Ratio
Police	\$29,768,367	\$45,880,695	\$16,112,328	64.9%	66.6%
Fire	\$34,529,768	\$41,012,348	\$6,482,580	84.2%	87.6%
Totals	\$64,298,135	\$86,893,043	\$22,594,908		

The Unfunded Actuarial Accrued Liability (UAAL) is the difference between the trust assets and the estimated future cost of pensions earned by employees. The UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

The funded ratio is a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

Pensions that are less than fully funded place the cost of service provided in earlier periods on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity. In other words, ensuring that no generation is burdened by substantially more or less pension costs than past or future generations. Buckeye is certainly not the only municipality that is underfunded. Most cities and towns who participate in PSPRS are underfunded, with some being significantly underfunded.

As stated in the proposed policy, staff is recommending the following budget and remittance methods to reduce our unfunded liability by July 1, 2036:

Budgeting:

All PSPRS employees' salaries will be utilized to calculate the annual budgeted contribution. This will include:

- The employer amounts for all defined benefit PSPRS member employees.
 - The FY22 employer contribution amounts for police are: 31.58% for Tier 1 & 2 members

- and 27.33% for Tier 3 members
- The FY19/20 employer contribution amounts for fire are: 23.16% for Tier 1 & 2 members and 20.26% for Tier 3 members
- The employer amounts for all PSPRS employees enrolled in the Deferred Retirement Option Plan (DROP)

When an employee enters the DROP, the employer stops making PSPRS contributions on behalf that employee. The amount that would have been contributed to PSPRS, if the employee did not enter the DROP, will be used to reduce our unfunded liability. We currently have seven (7) employees in the DROP program.

- An annual contribution amount to be determined during each budget process.

The City will remit PSPRS contributions as follows: The current fiscal year's general fund budgeted PSPRS contributions (as outlined above) will be divided into two equal payments each year. One payment will be deposited with PSPRS in July, the other in January in order to accrue interest. Required employer payroll contributions during the year will be drawn against the deposit. Following the final draw for the fiscal year, the remaining balance (if any) will be allocated to the City's PSPRS unfunded liability. At the close of each fiscal year, by July 31 any remaining general fund personnel and operating budget of the Police and Fire Departments will be paid directly to PSPRS in order to reduce the City's unfunded liability.

In summary, the purpose of this policy is to meet the requirement set forth in A.R.S. § 38-863.01, which requires each governing body of a PSPRS employer to annually adopt a pension funding policy for paying off unfunded liability debt. The legislation also requires we post the policy on our website. Annually, during the budget process, staff will review the actuarial reports and recommend revisions to this policy based on the city's financial position.

BENEFITS:

A pension funding policy, as required by law, states the City's approach to reducing our unfunded liability, and is the best way to achieve taxpayer and member intergenerational equity.

FUTURE ACTION:

The funding policy will be posted to our website and has been incorporated into the FY22 budget.

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

ATTACHMENTS:

[RES 49-21 PSPRS Pension Funding Policy.pdf](#)

[City of Buckeye PSPRS Pension Funding Policy FY21-22.pdf](#)

RESOLUTION NO. 49-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, ADOPTING A PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM PENSION FUNDING POLICY PURSUANT TO LAWS 2018, CHAPTER 112; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS;

WHEREAS, the Mayor and City Council of the City of Buckeye, Arizona (the “City Council”) is authorized pursuant to Section 2-5-3 of the Buckeye City Code to adopt by resolution rules and regulations for the City’s finances, which rules and regulations may be modified or changed from time to time; and

WHEREAS, the City Council has determined that it is legally required to and in the best interest of the City to adopt a Public Safety Personnel Retirement System Pension Funding Policy annually pursuant to A.R.S. § 38-863.01, as it relates to accept its share of the assets and liabilities under the Public Safety Personnel Retirement System based on the system’s annual actuarial valuation report.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, as follows:

Section 1. The recitals set forth above are hereby incorporated as if fully set forth herein.

Section 2. The Public Safety Personnel Retirement System Pension Funding Policy is hereby adopted in the form on file with the City Clerk.

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

BE IT FURTHER RESOLVED that all resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed.

BE IT FURTHER RESOLVED that if any section, subsection, sentence clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and City council of the City of Buckeye, Arizona, this 6th day of July, 2021.

Eric Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

City Attorney

Public Safety Personnel Retirement System Pension Funding Policy

Policy

The intent of this policy is to communicate the Council's pension funding objectives and its commitments to our employees and the sound financial management of the City of Buckeye and to comply with statutory requirements of Ariz. Rev. Stat. § 38-863.01, as amended. It is the policy of the City of Buckeye to accept its share of the assets and liabilities under the Public Safety Personnel Retirement System (PSPRS) based on the system's actuarial valuation report. This Policy shall be updated annually.

Purpose

The purpose of this Policy is to comply with ARS § 38-863.01, as amended, and set forth the steps in the annual budgeting process to meet objectives for funding the City of Buckeye Police and Fire Departments defined benefit plans managed by the Arizona PSPRS for members who joined the system prior to July 1, 2017. The objectives are to establish a timeline for reaching a targeted funding ratio, identify how the City plans to meet the timeline, and how the City will maintain stability of City contributions to fulfill that plan.

This Policy further complies with GASB Statement No. 67 (Financial Reporting for Pension Plans) and GASB Statement No. 68 (Accounting and Financial Reporting for Pensions) in order to more accurately reflect the assets and liabilities of the City's plan balance for its members who joined PSPRS prior to July 1, 2017. Under A.R.S. § 38-842.02, a new employer risk pool was formed for members hired on or after July 1, 2017 in an effort to minimize the future unfunded liabilities of the current plan.

Goals – Stability of Contributions

Budgeting

All PSPRS member salaries will be utilized to calculate the annual budgeted contribution. This will include:

- Employer amounts for all defined benefit PSPRS member employees
- Employer amounts for all PSPRS employees enrolled in the Deferred Retirement Option Plan (DROP)
- An annual lump sum contribution as determined during each fiscal year budget process

Public Safety Personnel Retirement System Pension Funding Policy

Remittance

The current fiscal year's general fund budgeted PSPRS contributions (as outlined above) will be divided into two equal payments. One payment will be deposited with PSPRS in July, the other in January in order to accrue interest. Required employer payroll contributions during the year will be drawn against the deposit. Following the final draw for the fiscal year, the remaining balance (if any) will be allocated to the City's PSPRS unfunded liability.

At the close of each fiscal year, any remaining general fund personnel and operating budget of the Police and Fire Departments will be paid directly to PSPRS in order to reduce the City's unfunded liability.

Funding Requirements

The PSPRS Actuarial Valuation Report dated June 30, 2020 identifies an unfunded liability of:

Police department	\$16,112,328
Fire department	<u>\$ 6,482,580</u>
Total unfunded liability	\$22,594,908

In accordance with this Policy, it is the plan and objective of the City to fully satisfy this unfunded liability by July 1, 2036.

Funded Ratio Target

The city's targeted funded ratio is 100%. At a funded status of 100% the plan is considered fully funded and the assets equal the liabilities of the plan (meaning the current taxpayers and members have paid their fair share of the costs of the plan).

The funded ratio for the 2020 Actuarial Valuation Report is 64.9% for Police (2019 funded ratio was 66.6%) and 84.2% for Fire (2019 funded ratio was 87.6%). Numerous factors play into the difference in the funded ratio between 2019 and 2020. Although an actuarial valuation is performed separately for each PSPRS employer, the health of the entire PSPRS system has an impact on our contribution rates and funded ratio. Factors affecting our funded ratio include asset gains and losses. Market value of assets for the year ending June 30, 2020 fell short of the 2019 assumed earnings rate by an average of 1.5%. Other factors, such as an increase or decrease in membership size, total dollars contributed, and number of retirees in the system, also play into our funded ratio.

Public Safety Personnel Retirement System
Pension Funding Policy

The City believes implementation of this Policy will raise the current funded ratio to the targeted funded ratio by July 1, 2036.

Each year, as part of the budget adoption process, the City will adopt a resolution to formally accept the current City share of the assets and liabilities under PSPRS as identified in the most recent Actuarial Valuation Report.

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 07/06/21	AGENDA ITEM: 7.H. BLM R/W Grant - Spurlock Ranch/Canyon Springs Blvd
DATE PREPARED: 07/05/21	DISTRICT NO.:
STAFF LIAISON: Scott Zipprich, City Engineer, szipprich@buckeyeaz.gov, (623) 349-6217	
DEPARTMENT: Engineering	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on the United States Department of the Interior, Bureau of Land Management, Right-of-Way Grant/Temporary Use Permit for Canyon Springs Boulevard relating to Spurlock Ranch and the road/bridge that is to be constructed over the Central Arizona Project canal; and authorizing the Mayor to execute and deliver said Right of Way Grant/Temporary Use Permit on behalf of the City.

RELEVANT GOALS:

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

ADDITIONAL RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

SUMMARY

PROJECT DESCRIPTION:

This Right of Way Grant/Temporary Use Permit (the "ROW Grant") from the United States Department of Interior, Bureau of Land Management ("BLM") will allow the City Of Buckeye to construct a road/bridge into Spurlock Ranch over the Central Arizona Project canal. The ROW Grant terminates by its terms on December 31, 2051, 30 years from the effective date. It may be renewed pursuant to the terms and conditions of the ROW Grant.

BENEFITS:

The benefits of this will be to provide an adequate and well-planned community for our residents.

FUTURE ACTION:

Upon Council adoption, BLM will approve the ROW Grant to allow the City of Buckeye to construct a road/bridge into Spurlock Ranch over the Central Arizona Project canal.

FINANCIAL IMPACT STATEMENT:

There is no financial impact to the City of Buckeye.

CURRENT FISCAL YEAR TOTAL COST:

N/A

BUDGETED:

No

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

ATTACHMENTS:

[2021 BLM Spurlock Ranch Canyon Springs ROW Easement.pdf](#)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office
Phoenix District- Hassayampa

Serial Number
AZA-037058

1. A (right-of-way) (permit) is hereby granted pursuant to:

- a. ☒ Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b. ☐ Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c. ☐ Other (describe) _____

2. Nature of Interest:

- a. By this instrument, the holder City of Buckeye receives a right to construct, operate, maintain, and terminate a road on public lands (or Federal land for MLA Rights-of-Way) described as follows:

Gila and Salt River Meridian, Maricopa County, Arizona
T. 4 N, R 4 W.,
sec. 13, tract 37.
The areas described contain 2.49 acres.

- b. The right-of-way or permit area granted herein is 130 feet wide, 835 feet long and contains 2.49 acres, more or less. If a site type facility, the facility contains N/A acres.
- c. This instrument shall terminate on December 31, 2051, 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument ☒ may ☐ may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

(Continued on page 2)

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 180 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A, B, dated May 27, 2021, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)

(Signature of Authorized Officer)

(Title)

Field Manager
(Title)

(Date)

(Effective Date of Grant)

(Form 2800-14, page 2)

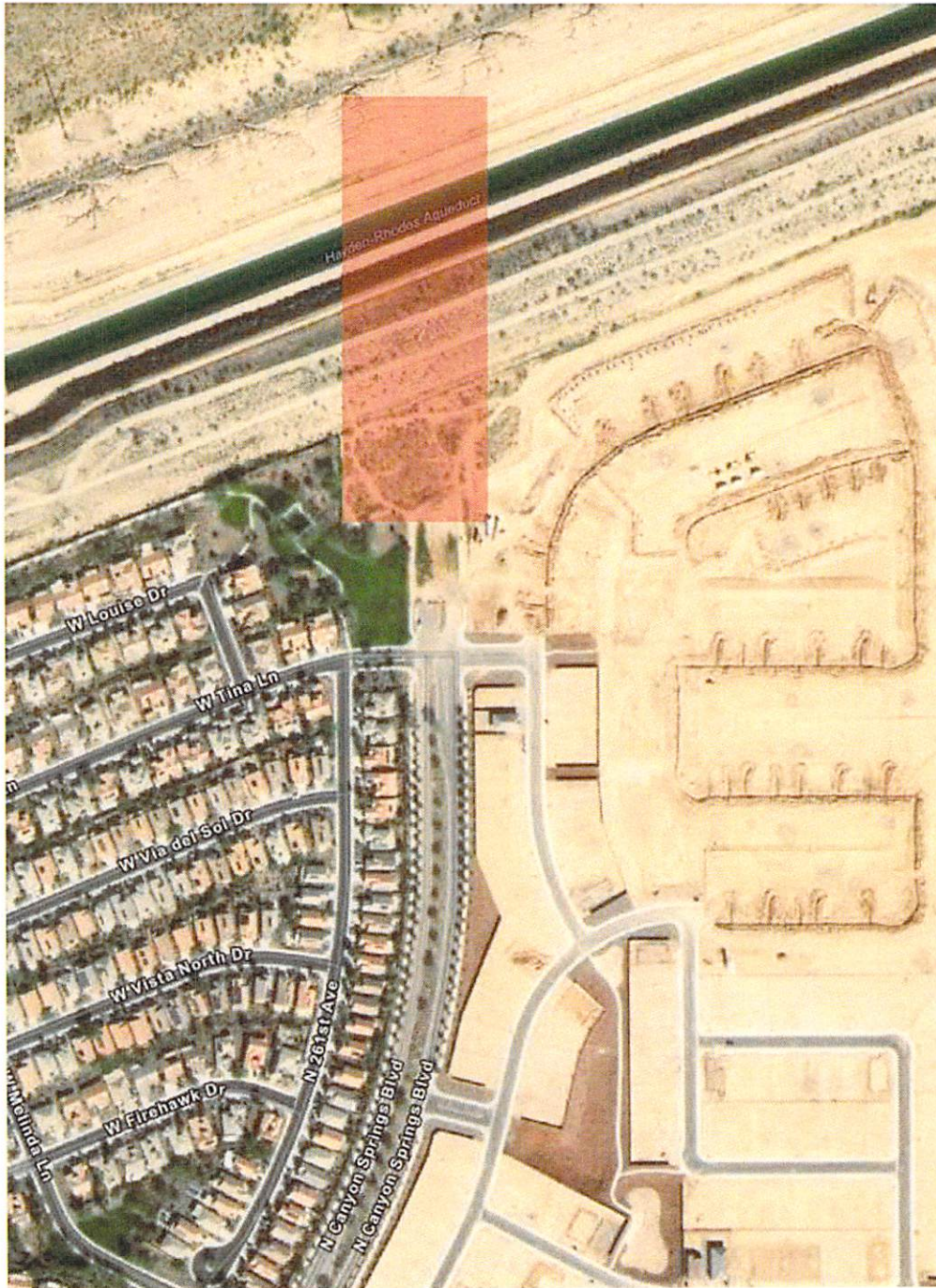
Stipulations AZA-37058

- A. The holder shall comply with all applicable State and Federal laws and regulations applicable to the authorized use and such additional State and Federal laws, along with the impending regulations, existing or hereafter enacted or promulgated, during the term of the grant. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by, or stored on the right-of-way (ROW), or on facilities authorized under this ROW grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer (AO) concurrent with the filing of the reports to the involved Federal agency or State government;
- B. The holder shall not initiate any construction beyond maintenance on the ROW without the prior authorization of the AO. Any notice to proceed shall authorize construction or use only as therein expressly stated and only for the particular location or use therein described;
- C. The ROW herein granted shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the Secretary to be necessary, without liability or expense to the United States (U.S.), so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the U.S.;
- D. If there is an incident involving hazardous waste, the holder will immediately notify the AO, of the incident and then submit written documentation of the corrective action taken;
- E. The holder shall inform the AO within 48 hours of any accidents on federal lands that require reporting to the Department of Transportation as required by 49 CFR Part 195;

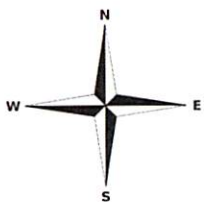


- F. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the AO. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the AO. An evaluation of the discovery will be made by the AO to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the AO after consulting with the holder;
- G. The holder of this ROW grant or the holder's successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and the regulations of the Secretary of the Interior issued pursuant thereto;
- H. The holder shall conduct all activities associated with the maintenance, operation, and termination of the ROW within the authorized limits of the ROW;
- I. All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices;
- J. This ROW reserves to the Secretary of the Interior, or his lawful delegate, the right to grant additional ROWs or permits for compatible uses over, under or adjacent to the land involved in this grant;
- K. The holder of ROW No. AZA-37058 agrees to indemnify the U.S. against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) on the ROW (unless the release or threatened release is wholly unrelated to the ROW holder's activity on the ROW. This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties;
- L. At least 180 days prior to termination of the ROW, the holder shall contact the AO to arrange a joint inspection/pre-termination conference of the ROW. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include, but is not limited to, removal of facilities, drainage structures, or surface material, re-contouring, top-soiling, or seeding. The AO must approve the plan in writing prior to the holder's commencement of any termination activities. The holder agrees to incur all costs associated with achieving an acceptable rehabilitation standard.

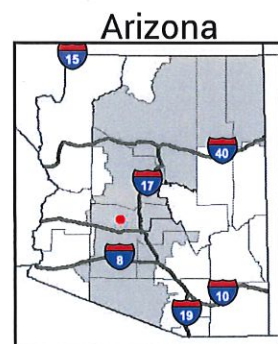
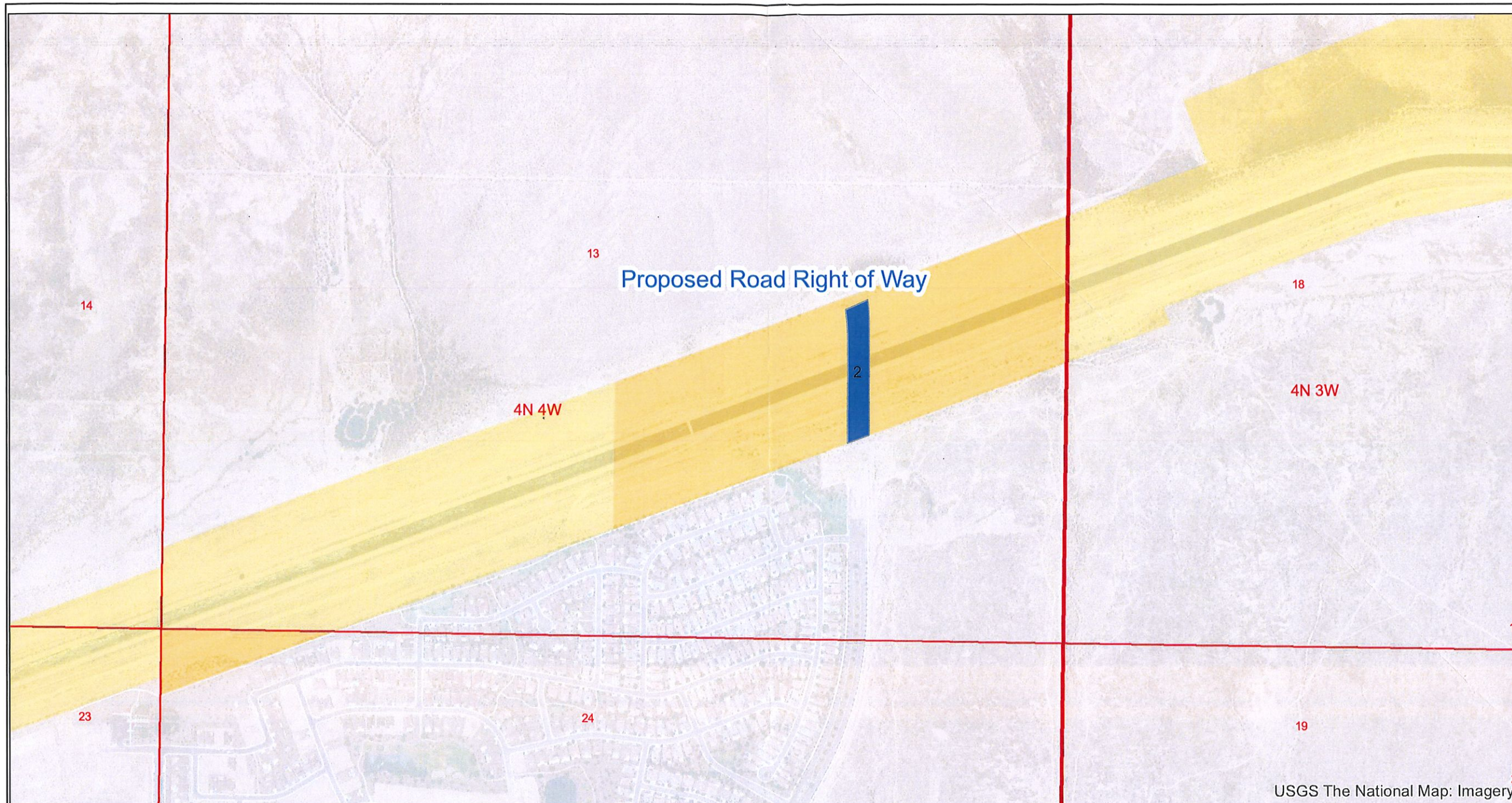
CAP Vicinity Map



Spurlock Ranch/Canyon Springs Blvd



Proposed Right-Of- Way



Map Location

Exhibit B AZA-37058

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
HASSAYAMAPA FIELD OFFICE



Date: 5/27/2021



1:10,000

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data. Decisions in this document only apply to BLM lands.



-  City of Buckeye Proposed Road Right Of Way
-  Bureau of Land Management
-  Bureau of Reclamation
-  Private
-  State

While every effort has been made to ensure the quality of the information presented, the Bureau of Land Management (BLM) makes no warranty regarding the accuracy or completeness of this map. This map and data are representational and are to be used as intended by the BLM. Map data are compiled from various sources. This map and the data from which it was derived are not binding on the BLM and may be revised at any time.

CITY OF BUCKEYE
Regular and Special Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 07/06/21	AGENDA ITEM: 8.A. Subcontract among the United States Bureau of Reclamation, the Central Arizona Water Conservation District, and the City of Buckeye for water service in connection with delivery of Central Arizona Project Non-Indian Agricultural Priority Water
DATE PREPARED: 07/05/21	DISTRICT NO.: All
STAFF LIAISON: Ron Whitler, Water Resources Hydrologist, rwhitler@buckeyeaz.gov, (623) 349-6122	
DEPARTMENT: Water Resources	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on approving the United States Department of the Interior, Bureau of Reclamation, Subcontract among the United States, the Central Arizona Water Conservation District, and the City of Buckeye, providing for water service in connection with delivery of Central Arizona Project Non-Indian Agricultural Priority Water; and authorizing the Mayor to execute and deliver said Subcontract.

RELEVANT GOALS:

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

SUMMARY

PROJECT DESCRIPTION:

The City of Buckeye applied for a Central Arizona Project Non-Indian Agricultural Priority Water (NIA Water) allocation in June 2013. In January 2014, the Arizona Department of Water Resources recommended that the City receive an annual allocation of 2,786 acre-feet per year for 100 years (2,786 acre-feet is nearly 908 million gallons).

In order to receive this water, a subcontract must be executed by the United States Bureau of Reclamation, the Central Arizona Water Conservation District, and the City of Buckeye. A draft subcontract for this water was initially received by the City on April 28, 2021. The Central Arizona Water Conservation District Board is scheduled to approve the subcontracts at their June 10, 2021 Board meeting. This would be followed by Buckeye City Council approval of the subcontract. The final step would require Superior Court validation of the subcontract. The Superior Court validation process typically takes about 60 days. If Superior Court validation is obtained in September 2021, the City may be able to meet the October 1, 2021 CAP deadline for placing a delivery order for water to be delivered in calendar year 2022.

NIA Water is a lower priority water supply than Indian CAP Water or Municipal and Industrial (M&I) CAP Water. Consequently, the availability of the NIA Water volume would be reduced before the Indian and M&I water during times of shortage. A Declaration of a Tier 1 Shortage on the Colorado

River is expected in August 2021 (because the water level in Lake Mead is expected to drop below an elevation of 1,075 feet). The Declaration of a Tier 1 Shortage will not reduce the volume of NIA Water delivered in calendar year 2022. However, if a Tier 1 Shortage or a Tier 2 shortage is declared in August of 2022, the volume of NIA Water is expected to be reduced in calendar year 2023 to 50-75% of the original volume. Deeper shortages would result in even greater reductions in the NIA Water, with the possibility of Buckeye receiving no water allocation in any given year. If water levels continue to drop in Lake Mead, even the volumes of Indian and M&I CAP water could be reduced.

BENEFITS:

Central Arizona Project (CAP) water is a renewable water supply that can be used in place of groundwater pumping. It can also be used to recharge or replenish the aquifer in order to sustain groundwater supplies and to reduce groundwater level declines. In addition, CAP water can be recharged and recovered during the same year to reduce the Central Arizona Groundwater Replenishment (CAGRD) costs on customer property tax bills. If the City obtains a Designation of Assured Water Supply in the future, this water can be used to reduce the City's CAGRD replenishment obligations.

In a letter dated May 25, 2021, CAP stated that the up front acquisition cost for the NIA Water will be an estimated \$1,961.50 per acre-foot (this cost consists of \$1,296.50 per acre-foot for back-capital charges, and \$665.00 per acre-foot for debt contribution). Although the up front acquisition cost is expensive, this cost is for a 100-year supply. In addition, the acquisition costs currently being asked for some other water supplies (including Colorado River Water entitlements) can be up to \$10,000.00 per acre-foot.

FUTURE ACTION:

Consideration of agreements for options to beneficially use this water, including:

- Renewal of the Groundwater Savings Facility Storage Agreement with Tonopah Irrigation District (TID). This would allow the City to send the NIA to TID in return for annual storage and recovery or for long-term storage credits. TID would also pay the City approximately \$26 per acre-feet for the water, which represents the electrical cost savings to TID, because TID could reduce the pumping of its wells.
- Agreements with EPCOR. Under the agreements, EPCOR would: (a) build a 1/2-mile pipeline from EPCOR's water system to the City of Buckeye's North Airport Road water system; (b) wheel and treat the NIA Water for delivery to the City of Buckeye North Airport Road Water Campus.
- An agreement with Del Web (Pulte Homes) to use approximately 600 acre-feet of this water for landscape irrigation at the Sun City Festival golf course until a sufficient volume of effluent is available (as the community grows, eventually there will be enough effluent to entirely meet the golf course irrigation demands). A small amount of this water could also be used by Pulte Homes for construction water.

FINANCIAL IMPACT STATEMENT:

Three costs are associated with this water supply:

1. Up-front Acquisition Costs

The up-front acquisition unit costs are \$1,961.50 per acre-foot (this cost consists of \$1,296.50 per acre-

foot for back-capital charges, and \$665.00 per acre-foot for debt contribution) or a total of \$5,464,739.00 (2,786 acre-feet x \$1,961.50 per acre-foot). The acquisition costs can either be paid up-front or financed over five years through the CAWCD at 2.5% interest. If the 5-year payment option is selected, the payments will be spread evenly over the 5 years at \$408.58 per year per acre-foot or a total of \$2,042.90 per acre-foot for the allocations. The City may elect to pay off the debt early upon notice to CAWCD without any repayment penalties. Under the 5-year payment option the annual cost would be \$1,138,303.88 or a total cost of \$5,691,519.40.

2. Annual Capital Charges

The annual Capital Charges are approved by the CAWCD Board in early June of each year (June 10, 2021). The Capital is expected to be \$50.00 per acre-foot in 2022 (2,786 acre-feet x \$50 per acre-foot = \$139,300.00). The annual Capital Charge may change each year. During 2023 the capital charge is estimated (advisory rate) to be \$56.00 per acre-foot. The first half of the Annual Capital Charges are invoiced in October of each year and the second half of the Annual Capital Charges are invoiced in April of each year.

3. Municipal and Industrial Subcontract charge

The Municipal and Industrial (M&I) Subcontract charge is only due for the water actually delivered. The M&I Subcontract rate is approved by the CAWCD Board in early June of each year (June 10, 2021). During 2022 the M&I Subcontract rate is expected to be \$192.00 per acre-foot (2,786 acre-feet x \$192.00 per acre-foot = \$534,912.00). A monthly payment of \$44,576.00 may be made for the M&I Subcontract charge.

CURRENT FISCAL YEAR TOTAL COST:

Anticipated Fiscal Year 2021/22 costs for the NIA Water are summarized below:

\$1,138,303.88 Up-front Acquisition Payment
+\$139,300.00 Annual Capital Charge
+\$534,912.00 Municipal and Industrial Subcontract Payment (delivery fee)
\$1,812,515.88 Total FY 2021/22 Costs

BUDGETED:

Yes

FISCAL YEAR:

21/22

FUND/DEPARTMENT:

Water Resources 40003228-526024

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

ATTACHMENTS:

[NIA Recipient Letter 5-27-21.pdf](#)

[05 25 2021 REDLINE REVISED Final NIA Subcontract Template EXHIBIT A.docx](#)

[05 27 2021 Final Draft NIA Reallocation Subcontract - Buckeye.docx](#)



May 25, 2021

Dear NIA Priority Recipient,

We wanted to provide you with an update of the financial charges for the NIA priority reallocation that is currently in process. In anticipation of finalizing the cost/AF for NIA reallocation in 2022, our finance staff has been reviewing both the 9(d) debt calculation as well as that for back capital charges. As a result of this analysis, CAP has revised the figure previously shared in its estimates.

We are happy to inform you that the cost of the back-capital charges has decreased from earlier estimates. The revised back capital charges will be \$1,296.50/ acre-foot, which is less than the \$1,335/acre-foot that has previously been communicated. The decrease is primarily due to 2 factors, lower actual interest rates than previous estimates and a capital charge calculation error that has been corrected. The 9(d) debt contribution remains at \$665/acre-foot for a total payment of \$1,961.50 per acre-foot.

CAP will be offering the option of paying the full amount upfront or to finance the charges over 5 years at a 2.5% interest rate. If the 5-year payment option is selected, the payments will be spread evenly over the 5 years at \$408.58/year/acre-foot or a total of \$2,042.90/acre-foot for the allocation. Recipients may elect to pay off the debt early upon notice to CAWCD without any prepayment penalties.

The full amount or first payment will be billed with 30-day terms upon full execution of the subcontract and five-year payment agreement (if applicable), which we anticipate will be in late August or early September 2021.

We hope this update does not cause any issues. Please feel free to reach out if you have any questions.

Sincerely,

Chris Hall

Chris Hall
Assistant General Manager for Finance and Administration

EXHIBIT A

Paragraph 8.11 of the Repayment Contract, as amended by Paragraph 4 of the Repayment Contract, Amendment No. 2 (Nov. 30, 2007), Contract No. 14-06-W-245

8.11 Priority in Case of Shortage. On or before June 1 of each Year, the Secretary shall announce the Available CAP Supply for the following Year in a written notice to the Contractor.

(a) Prior to January 1, 2044, a time of shortage shall exist in any Year in which the Available CAP Supply for that Year is insufficient to satisfy all of the entitlements set forth in subparagraphs (i) through (iii) below:

- (i) Three hundred forty-three thousand seventy-nine (343,079) acre-feet of CAP Indian Priority Water;
- (ii) Six hundred thirty-eight thousand eight hundred twenty-three (638,823) acre- feet of CAP M&I Priority Water; and
- (iii) Up to one hundred eighteen (118) acre-feet of CAP M&I Priority Water converted from CAP NIA Priority Water under the San Tan Irrigation District's CAP Subcontract.

(b) On or after January 1, 2044, a time of shortage shall exist in any Year in which the Available CAP Supply for that Year is insufficient to satisfy all of the entitlements as set forth in subparagraphs (i) through (iv) below:

- (i) Three hundred forty-three thousand seventy-nine (343,079) acre-feet of CAP Indian Priority Water;
- (ii) Six hundred thirty-eight thousand eight hundred twenty-three (638,823) acre- feet of CAP M&I Priority Water;
- (iii) Up to forty-seven thousand three hundred three (47,303) acre-feet of CAP M&I Priority Water converted from CAP NIA Priority Water pursuant to the Hohokam Agreement; and
- (iv) Up to one hundred eighteen (118) acre-feet of CAP M&I Priority Water converted from CAP NIA Priority Water under the San Tan Irrigation District's CAP Subcontract.

(c) Initial distribution of water in time of shortage.

- (i) If the Available CAP Supply is equal to or less than eight hundred fifty-three thousand seventy-nine (853,079) acre-feet, then 36.37518% of the Available CAP Supply shall be available for delivery as CAP Indian Priority Water and the remainder shall be available for delivery as CAP M&I Priority Water.

- (ii) If the Available CAP Supply is greater than eight hundred fifty-three thousand seventy-nine (853,079) acre-feet, then the quantity of water available for delivery as CAP Indian Priority Water shall be determined in accordance with the following equation and the remainder shall be available for delivery as CAP M&I Priority Water:

$$I = \{[32,770 \div (E - 853,079)] \times W\} + (343,079 - \{[32,770 \div (E - 853,079)] \times E\})$$

Where

I=the quantity of water available for delivery as CAP Indian Priority Water

E=the sum of entitlements to CAP Indian Priority Water and CAP M&I Priority Water as described in subparagraphs 8.11 (a) or (b), whichever is applicable; and

W=the Available CAP Supply

Example A. If, before January 1, 2044, the sum of the entitlements to CAP Indian Priority Water and CAP M&I Priority Water as described in subparagraph 8.11 (a) is nine hundred eighty-one thousand nine hundred two (343,079 + 638,823 + 0) acre-feet, then the quantity of water available for delivery as CAP Indian Priority Water would be ninety-three thousand three hundred three (93,303) acre-feet plus 25.43800% of the Available CAP Supply.

Example B. If, after January 1, 2044, the sum of the entitlements to CAP Indian Priority Water and CAP M&I Priority Water as described in subparagraph 8.11 (b) is one million twenty-nine thousand three hundred twenty-three (1,029,323) acre-feet (343,079 + 638,823 + 47,303 + 118), then the quantity of water available for delivery as CAP Indian Priority Water would be one hundred fifty-one thousand six hundred ninety-one (151,691) acre-feet plus 18.59354% of the Available CAP Supply

- (d) In time of shortage unscheduled CAP Water shall be redistributed as follows:
- (i) Any water available for delivery as CAP Indian Priority Water that is not scheduled for delivery pursuant to contract, leases or exchange agreements for the delivery of CAP Indian Priority Water shall become available for delivery as CAP M&I Priority Water.
- (ii) CAP M&I Priority Water shall be distributed among those entities with contracts for the delivery of CAP M&I Priority Water in a manner determined by the Secretary and the CAP Operating Agency in consultation with M&I water users to fulfill all delivery requests to the greatest extent possible. Any water available for delivery as CAP M&I Priority Water that is not scheduled for delivery pursuant to contracts, leases or exchange agreements for the delivery of CAP M&I Priority Water shall become available for delivery as CAP Indian Priority Water.

(e) Any water remaining after all requests for delivery of CAP Indian Priority Water and CAP M&I Priority Water have been satisfied shall become available for delivery as CAP NIA Priority Water.

(f) Nothing in this paragraph 8.11 shall be construed to allow or authorize any CAP Contractor or CAP Subcontractor to receive, pursuant to such contracts, CAP water in amounts greater than such contractor's entitlement.

(g) Any Project water, as defined in Subarticles 5.27(b), (c) and (d) hereof, shall retain its priority relative to Project water as defined in Subarticle 5.27(a) hereof.

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

**SUBCONTRACT AMONG THE UNITED STATES,
THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT,
AND THE CITY OF BUCKEYE
PROVIDING FOR WATER SERVICE**

CENTRAL ARIZONA PROJECT

1. PREAMBLE:

THIS SUBCONTRACT, made this ____ day of _____, 20____, in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, including but not limited to the Boulder Canyon Project Act of December 21, 1928 (45 Stat. 1057), as amended, the Reclamation Project Act of August 4, 1939 (53 Stat. 1187), as amended, the Reclamation Reform Act of October 12, 1982 (96 Stat. 1263), and particularly the Colorado River Basin Project Act of September 30, 1968 (82 Stat. 885), as amended, and the Arizona Water Settlements Act (118 Stat. 3478) ("AWSA"), all collectively hereinafter referred to as the "Federal Reclamation Laws," among the UNITED STATES OF AMERICA, hereinafter referred to as the "United States" or "Contracting Officer" acting through the Secretary of the Interior, the CENTRAL ARIZONA WATER CONSERVATION DISTRICT, hereinafter referred to as the "Contractor," a water conservation district organized under the laws of Arizona, with its principal place of business in Phoenix, Arizona, and the CITY OF BUCKEYE hereinafter referred to as the "Subcontractor," with its principal place of business in Buckeye, Arizona;

WITNESSETH, THAT:

2. EXPLANATORY RECITALS:

WHEREAS, the Colorado River Basin Project Act provides, among other things, that for the purposes of furnishing irrigation and municipal and industrial water supplies to water deficient areas of Arizona and western New Mexico through direct diversion or exchange of water, control of floods, conservation and development of fish and wildlife resources, enhancement of recreation opportunities, and for other purposes, the Secretary of the Interior shall construct, operate, and maintain the Central Arizona Project; and

WHEREAS, pursuant to the provisions of Arizona Revised Statutes §§ 48-3701, *et seq.*, the Contractor has been organized with the power to enter into a contract or contracts with the Secretary of the Interior to accomplish the purposes of Arizona Revised Statutes, §§ 48-3701, *et seq.*; and

WHEREAS, pursuant to Section 304(b)(1) of the Colorado River Basin Project Act, the Secretary of the Interior has determined that it is necessary to effect repayment of the cost of constructing the Central Arizona Project pursuant to a master contract and that the United States, together with the Contractor, shall be a party to contracts that are in conformity with and subsidiary to the master contract; and

WHEREAS, the United States and the Contractor entered into Contract No. 14-06-W-245, Amendment No. 1, dated December 1, 1988, hereinafter referred to as the "Repayment Contract," and by this reference made a part hereof, whereby the Contractor agrees to repay to the United States the reimbursable costs of the Central Arizona Project allocated to the Contractor;

WHEREAS, as of the date of execution of this Subcontract, and pursuant to the provisions of the Contract between the United States of America and the Central Arizona Water Conservation District for the Transfer of Operation and Maintenance of Facilities dated August 5, 1987, Contract No. 7-07-30-W0167, as amended ("O&M Transfer Agreement"), CAWCD is the Operating Agency.

1 **WHEREAS**, the United States and CAWCD have entered into the Stipulated
2 Judgment and the Stipulation for Judgment (including any exhibits to those documents)
3 entered on November 21, 2007, in the United States District Court for the District of Arizona
4 in the consolidated civil action styled Central Arizona Water Conservation District v. United
5 States, et al., and numbered CIV 95-625-TUC-WDB (EHC) and CIV 95-1720-PHX-EHC
6 (“Stipulation”), which modifies the Repayment Contract in certain respects;

7 **WHEREAS**, section 104(a)(2) of the AWSA authorizes the reallocation of up
8 to 96,295 acre-feet of CAP NIA Priority Water to the Arizona Department of Water
9 Resources (“ADWR”) for further allocation;

10 **WHEREAS**, on January 16, 2014, the ADWR recommended to the
11 Secretary of the Interior the reallocation of 46,629 acre-feet of CAP NIA Priority Water for
12 municipal and industrial uses.

13 **WHEREAS**, On January 15, 2021, the Department of the Interior issued
14 notice in the Federal Register of its final decision to reallocate 46,629 acre-feet of CAP
15 NIA Priority Water consistent with ADWR’s recommendation. 86 Fed. Reg. 4119 (Jan.
16 15, 2021).

17 **WHEREAS**, the Subcontractor is in need of a water supply and desires to
18 subcontract with the United States and the Contractor for water service from CAP NIA
19 Priority Water supplies available under the Central Arizona Project; and

20 **WHEREAS**, in accordance with the terms of this Subcontract, water shall
21 be available for delivery to the Subcontractor;

22 **NOW THEREFORE**, in consideration of the mutual and dependent
23 covenants herein contained, it is agreed as follows:
24
25
26

1 **3. DEFINITIONS:**

2 Definitions included in the Repayment Contract and the Stipulation are
3 applicable to this subcontract. The first letters of terms so defined are capitalized herein.
4 In addition, the following definitions shall apply to this subcontract

5 (a) "Available CAP Supply" shall mean for any given Year all Fourth
6 Priority Water available for delivery through the Central Arizona Project, water available
7 from CAP dams and reservoirs other than Modified Roosevelt Dam, and return flows
8 captured by the Secretary for CAP use.

9 (b) "CAP Indian Priority Water" shall mean that water within the Available
10 CAP Supply having an Indian delivery priority.

11 (c) "CAP M&I Priority Water" shall mean that water within the Available
12 CAP Supply having a municipal and industrial delivery priority.

13 (d) "CAP NIA Priority Water" shall mean that water within the available
14 CAP Supply having a non-Indian agricultural delivery priority.

15 (e) "Operating Agreement" shall mean the Operating Agreement
16 between the United States of America and the Central Arizona Water Conservation District
17 for Operation and Maintenance of the Central Arizona Project, dated June 15, 2000.

18 (f) "System Use Agreement" shall mean the Central Arizona Project
19 System Use Agreement between the United States and the Central Arizona Water
20 Conservation District, Agreement No. 17-XX-30-W0622, dated February 2, 2017,
21 including any amendments thereto.

22 **4. DELIVERY OF WATER:**

23 4.1 Obligations of the United States. Subject to the terms, conditions,
24 and provisions set forth herein and in the Repayment Contract, during such periods as it
25 operates and maintains the Project Works, the United States shall deliver Project Water
26 for M&I use by the Subcontractor. The United States shall use all reasonable diligence to

1 make available to the Subcontractor the quantity of Project Water specified in the schedule
2 submitted by the Subcontractor in accordance with Article 4.4. After transfer of OM&R to
3 the Operating Agency, the United States shall make deliveries of Project Water to the
4 Operating Agency which shall make subsequent delivery to the Subcontractor as provided
5 herein.

6 4.2 Term of Subcontract. This subcontract shall become effective upon
7 the later of: (i) the date on which it is confirmed as provided for in Article 6.12; and (ii) the
8 date on which the Subcontractor has paid or provided for payment of past CAP NIA Priority
9 water service capital charges and 9(d) debt charges as required by the Contractor. This
10 subcontract shall be for permanent service as that term is used in Section 5 of the Boulder
11 Canyon Project Act of 1928, 43 U.S.C. §617d. Project Water shall be delivered under the
12 terms of this subcontract for a period of 100 years beginning January 1 of the Year
13 following that in which the subcontract becomes effective; provided, that this subcontract
14 may be renewed upon written request by the Subcontractor upon terms and conditions of
15 renewal to be agreed upon not later than 1 year prior to the expiration of this subcontract;
16 and provided, further, that such terms and conditions shall be consistent with Article 9.9
17 of the Repayment Contract.

18 4.3 Conditions Relating to Delivery and Use. Delivery and use of water
19 under this subcontract is conditioned on the following, and the Subcontractor hereby
20 agrees that:

21 (a) All uses of Project Water and Return Flow shall be consistent
22 with Arizona water law unless such law is inconsistent with the Congressional directives
23 applicable to the Central Arizona Project.

24 (b) The system or systems through which water for Agricultural,
25 M&I (including underground storage), and Miscellaneous purposes is conveyed after
26 delivery to the Subcontractor shall consist of pipelines, canals, distribution systems, or

1 other conduits provided and maintained with linings adequate in the Contracting Officer's
2 judgment to prevent excessive conveyance losses.

3 (c) The Subcontractor shall not pump, or within its legal authority,
4 permit others to pump ground water from within the exterior boundaries of the
5 Subcontractor's service area, which has been delineated on a map filed with the Con-
6 tractor and approved by the Contractor and the Contracting Officer, for use outside of said
7 service area unless such pumping is permitted under Title 45, Chapter 2, Arizona Revised
8 Statutes, as it may be amended from time to time, and the Contracting Officer, the
9 Contractor, and the Subcontractor shall agree, or shall have previously agreed, that a
10 surplus of ground water exists and drainage is or was required; provided, however, that
11 such pumping may be approved by the Contracting Officer and the Contractor, and
12 approval shall not be unreasonably withheld, if such pumping is in accord with the Basin
13 Project Act and upon submittal by the Subcontractor of a written certification from the
14 Arizona Department of Water Resources or its successor agency that the pumping and
15 transportation of ground water is in accord with Title 45, Chapter 2, Arizona Revised
16 Statutes, as it may be amended from time to time.

17 (d) The Subcontractor shall not sell, lease, exchange, forbear or
18 otherwise transfer Project Water; provided, however, that this does not prohibit exchanges
19 of Project Water within the State of Arizona covered by separate agreements approved by
20 the Contracting Officer and Contractor; and provided, further, that this does not prohibit
21 effluent exchanges with Indian tribes pursuant to Article 6.2; and provided, further, that
22 this does not prohibit the resale or exchange of Project Water within the State of Arizona
23 pursuant to Subarticle 4.3(e).

24 (e) (i) Project Water scheduled for delivery in any Year under
25 this subcontract may be used by the Subcontractor or resold, or exchanged by the
26 Subcontractor pursuant to appropriate agreements approved by the Contracting Officer

1 and the Contractor. If said water is resold or exchanged by the Subcontractor for an
2 amount in excess of that which the Subcontractor is obligated to pay under this
3 subcontract, the excess amount shall be paid forthwith by the Subcontractor to the
4 Contractor for application against the Contractor's Repayment Obligation to the United
5 States; provided, however, that the Subcontractor shall be entitled to recover actual costs
6 of transportation, treatment, and distribution, including but not limited to capital costs and
7 OM&R costs.

8 (ii) Project Water scheduled for delivery in any Year under
9 this subcontract that cannot be used, resold, or exchanged by the Subcontractor may be
10 made available by the Contracting Officer and Contractor to other users. If such Project
11 Water is sold to or exchanged with other users, the Subcontractor shall be relieved of its
12 payments hereunder only to the extent of the amount paid to the Contractor by such other
13 users, but not to exceed the amount the Subcontractor is obligated to pay under this
14 subcontract for said water.

15 (iii) In the event the Subcontractor or the Contracting Officer
16 and the Contractor are unable to sell any portion of the Subcontractor's Project Water
17 scheduled for delivery and not required by the Subcontractor, the Subcontractor shall be
18 relieved of the pumping energy portion of the OM&R charges associated with the
19 undelivered water as determined by the Contractor.

20 (f) Notwithstanding any other provision of this subcontract,
21 Project Water shall not be delivered to the Subcontractor unless and until the
22 Subcontractor has obtained final environmental clearance from the United States for the
23 system or systems through which Project Water is to be conveyed after delivery to the
24 Subcontractor at project turnout(s). Such system(s) shall include all pipelines, canals,
25 distribution systems, treatment, storage, and other facilities through or in which Project
26 Water is conveyed, stored, or treated after delivery to the Subcontractor at the

1 Subcontractor's Project turnout(s). In each instance, final environmental clearance will be
2 based upon a review by the United States of the Subcontractor's plans for taking and using
3 Project Water and will be given or withheld by the United States in accordance with the
4 Final Environmental Assessment - Arizona Department of Water Resources
5 Recommendation for the Reallocation of Non-Indian Agricultural Priority Central Arizona
6 Project Water in Accordance with the Arizona Water Settlements Act of 2004 (November
7 8, 2019) and the National Environmental Policy Act of 1969 (83 Stat. 852). Any additional
8 action(s) required on behalf of the Subcontractor in order to obtain final environmental
9 clearance from the United States will be identified to the Subcontractor by the United
10 States, and no Project Water shall be delivered to the Subcontractor unless and until the
11 Subcontractor has completed all such action(s) to the satisfaction of the United States.

12 4.4 Procedure for Ordering Water.

13 (a) The amounts, times, and rates of delivery of Project Water to
14 the Subcontractor shall be in accordance with a water delivery schedule for that Year.
15 Such schedule shall be determined in the following manner:

16 (i) On or before October 1 of each Year, the Subcontractor
17 shall submit in writing to the Contractor a water delivery schedule indicating the amounts
18 of Project Water desired by the Subcontractor during each month of the following Year
19 along with a preliminary estimate of Project Water desired for the succeeding 2 years.

20 (ii) Upon receipt of the schedule, the Contractor shall
21 review it and, after consultation with the Subcontractor, and except as provided in
22 Subarticle 4.4(a)(iii), shall make only such modifications to the schedule as are necessary
23 to ensure that the amounts, times, and rates of delivery to the Subcontractor are consistent
24 with the delivery capability of the Project, considering, among other things, the availability
25 of water, the delivery schedules of all subcontractors and Section 11 of the System Use
26

1 Agreement; provided, that this provision shall not be construed to reduce annual deliveries
2 to the Subcontractor.

3 (iii) If the Contracting Officer determines, in consultation
4 with the Operating Agency, that the amount of Project Water that will be available for
5 delivery as CAP NIA Priority Water is insufficient to meet all the requests for delivery of
6 CAP NIA Priority Water for the following Year as set forth in Article 4.7, the Contractor
7 shall notify the Subcontractor of the quantity of CAP NIA Priority Water available to the
8 Subcontractor for that following Year. Within five (5) business days of such notice, the
9 Subcontractor shall submit an amended water delivery schedule to the Contractor
10 reflecting the amount of CAP NIA Priority Water requested by the Subcontractor for the
11 following Year up to the reduced quantity available. Upon receipt of the amended
12 schedule, the Contractor shall review it and, after consultation with the Subcontractor,
13 shall make only such modifications to the schedule as are necessary to ensure that the
14 amounts, times, and rates of delivery to the Subcontractor are consistent with the delivery
15 capability of the Project, considering, among other things, the availability of water, the
16 delivery schedules of all subcontractors and Section 11 of the System Use Agreement;
17 provided, that this provision shall not be construed to reduce annual deliveries to the
18 Subcontractor, except as required by Article 4.7.

19 (iv) On or before November 15 of each Year, the Contractor
20 shall determine and furnish to the Subcontractor the water delivery schedule for the
21 following Year which shall show the amount of water to be delivered to the Subcontractor
22 during each month of that Year, contingent upon the Subcontractor remaining eligible to
23 receive water under all terms contained herein.

24 (b) The monthly water delivery schedules may be amended upon
25 the Subcontractor's written request to the Contractor. Proposed amendments shall be
26 submitted by the Subcontractor to the Contractor no later than 15 days before the desired

1 change is to become effective, and shall be subject to review and modification in like
2 manner as the schedule. The Contractor shall notify the Subcontractor of its action on the
3 Subcontractor's requested schedule modification within 10 days of the Contractor's receipt
4 of such request.

5 (c) The Contractor and the Subcontractor shall hold the United
6 States, its officers, agents, and employees, harmless on account of damage or claim of
7 damage of any nature whatsoever arising out of or connected with the actions of the
8 Contractor regarding water delivery schedules furnished to the Subcontractor.

9 (d) In no event shall the Contracting Officer or the Contractor be
10 required to deliver to the Subcontractor from the Water Supply System in any one month
11 a total amount of Project Water greater than eleven percent (11%) of the Subcontractor's
12 maximum entitlement; provided, however, that the Contractor may deliver a greater
13 percentage in any month if such increased delivery is compatible with the overall delivery
14 of Project Water as determined by the Contracting Officer and the Contractor and if the
15 Subcontractor agrees to accept such increased deliveries.

16 4.5 Points of Delivery--Measurement and Responsibility for Distribution
17 of Water.

18 (a) The water to be furnished to the Subcontractor pursuant to this
19 subcontract shall be delivered at existing turnouts, or new turnouts at such points on the
20 Water Supply System as may be agreed upon in writing by the Contracting Officer and the
21 Contractor pursuant to Article 6(d) of the O&M Transfer Contract and Section 12.1 of the
22 Operating Agreement.

23 (b) Unless the United States and the Subcontractor agree by
24 contract to the contrary, the Subcontractor shall construct and install, at its sole cost and
25 expense, connection facilities required to take and convey the water from the turnouts to
26 the Subcontractor's service area. The Subcontractor shall furnish, for approval of the

1 Contracting Officer, drawings showing the construction to be performed by the
2 Subcontractor within the Water Supply System right-of-way 6 months before starting said
3 construction. The facilities may be installed, operated, and maintained on the Water
4 Supply System right-of-way subject to such reasonable restrictions and regulations as to
5 type, location, method of installation, operation, and maintenance as may be prescribed
6 by the Contracting Officer in consultation with the Contractor.

7 (c) All water delivered from the Water Supply System shall be
8 measured with equipment furnished, installed, operated and maintained by the United
9 States or the Operating Agency. Upon the request of the Subcontractor or the Contractor,
10 the accuracy of such measurements shall be investigated by the Contracting Officer or the
11 Operating Agency, Contractor, and Subcontractor, and any errors which may be mutually
12 determined to have occurred therein shall be adjusted; provided, that in the event the
13 parties cannot agree on the required adjustment, the Contracting Officer's determination
14 shall be conclusive.

15 (d) Neither the United States, the Contractor, nor the Operating
16 Agency shall be responsible for the control, carriage, handling, use, disposal, or
17 distribution of Project Water beyond the turnouts agreed to pursuant to Subarticle 4.5(a).
18 The Subcontractor shall hold the United States, the Contractor, and the Operating Agency
19 harmless on account of damage or claim of damage of any nature whatsoever for which
20 there is legal responsibility, including property damage, personal injury, or death arising
21 out of or connected with the Subcontractor's control, carriage, handling, use, disposal, or
22 distribution of such water beyond said delivery point(s).

23 4.6 Temporary Reductions. In addition to the right of the United States
24 under Subarticle 8.3(a)(iv) of the Repayment Contract temporarily to discontinue or reduce
25 the amount of water to be delivered, the United States or the Operating Agency may, after
26 consultation with the Contractor and Contracting Officer, temporarily discontinue or reduce

1 the quantity of water to be furnished to the Subcontractor as herein provided for the
2 purposes of investigation, inspection, maintenance, repair, or replacement of any of the
3 Project facilities or any part thereof necessary for the furnishing of water to the
4 Subcontractor, but so far as feasible the United States or the Operating Agency shall
5 coordinate any such discontinuance or reduction with the Subcontractor and shall give the
6 Subcontractor due notice in advance of such temporary discontinuance or reduction,
7 except in case of emergency, in which case no notice need be given. Neither the United
8 States, its officers, agents, and employees, nor the Operating Agency, its officers, agents,
9 and employees, shall be liable for damages when, for any reason whatsoever, any such
10 temporary discontinuance or reduction in delivery of water occurs. If any such
11 discontinuance or temporary reduction results in deliveries to the Subcontractor of less
12 water than what has been paid for in advance, the Contractor shall reconcile any such
13 advance payments as provided in Subarticle 5.1(c).
14

15 4.7 Priority in Case of Shortage. As soon as is practicable after
16 October 1, the Contracting Officer shall determine, in consultation with the Operating
17 Agency, the availability of CAP NIA Priority Water consistent with the Available CAP
18 Supply and delivery schedules submitted by CAP contractors and subcontractors. The
19 determination of such supply shall be consistent with the AWSA and Paragraph 4 of
20 Amendment 2 to the Repayment Contract dated November 30, 2007, as set forth in
21 Exhibit A.
22

23 (a) Any Available CAP Supply remaining after all requests for
24 delivery of CAP Indian Priority Water and CAP M&I Priority Water have been satisfied
25 shall become available for delivery as CAP NIA Priority Water.
26

1 (b) If the Available CAP Supply is insufficient to meet the requests
2 for delivery of CAP NIA Priority Water by CAP NIA Priority Contractors and CAP NIA
3 Priority Subcontractors, then the Secretary and the Operating Agency shall pro-rate the
4 CAP NIA Priority Water to the CAP Contractors and CAP Subcontractors holding such
5 entitlements on the basis of the quantity of CAP NIA Priority Water used by each such
6 CAP NIA Priority Contractor or CAP NIA Priority Subcontractor in the last Year in which
7 the Available CAP Supply was sufficient to fill all orders for CAP NIA Priority Water,
8 consistent with the settlements authorized, ratified and confirmed in the AWSA.
9

10 (c) Any CAP NIA Priority Water remaining after the pro-rata
11 distribution set forth in Subarticle 4.7(b) will be made available to CAP NIA Priority Water
12 Contractors and Subcontractors pro-rata on the basis of the difference between the
13 volume of water requested for delivery and the volume of water distributed under
14 Subarticle 4.7(b).
15

16 (d) Nothing in this Article 4.7 shall be construed to allow or
17 authorize any CAP Contractor or CAP Subcontractor to receive, pursuant to such
18 contracts, CAP water in amounts greater than such contractor's entitlement.
19

20 4.8 Secretarial Control of Return Flow.

21 (a) The Secretary reserves the right to capture all Return Flow
22 flowing from the exterior boundaries of the Contractor's Service Area as a source of supply
23 and for distribution to and use of the Central Arizona Project to the fullest extent
24 practicable. The Secretary also reserves the right to capture for Project use Return Flow
25 which originates or results from water contracted for from the Central Arizona Project
26 within the boundaries of the Contractor's Service Area if, in his judgment, such Return

1 Flow is not being put to a beneficial use. The Subcontractor may recapture and reuse or
2 sell its Return Flow; provided, however, that such Return Flow may not be sold for use
3 outside Maricopa, Pinal, and Pima Counties; and provided, further, that this does not
4 prohibit effluent exchanges with Indian tribes pursuant to Article 6.2. The Subcontractor
5 shall, at least 60 days in advance of any proposed sale of such water, furnish the following
6 information in writing to the Contracting Officer and the Contractor:
7

8 (i) The name and address of the prospective buyer.

9 (ii) The location and proposed use of the Return Flow.

10 (iii) The price to be charged for the Return Flow.

11 (b) The price charged for the Return Flow may cover the cost
12 incurred by the Subcontractor for Project Water plus the cost required to make the Return
13 Flow usable. If the price received for the Return Flow is greater than the costs incurred
14 by the Subcontractor, as described above, the excess amount shall be forthwith returned
15 by the Subcontractor to the Contractor for application against the Contractor's Repayment
16 Obligation to the United States. Costs required to make Return Flow usable shall include
17 but not be limited to capital costs and OM&R costs including transportation, treatment, and
18 distribution, and the portion thereof that may be retained by the Subcontractor shall be
19 subject to the advance approval of the Contractor and the Contracting Officer.
20

21 (c) Any Return Flow captured by the United States and
22 determined by the Contracting Officer and the Contractor to be suitable and available for
23 use by the Subcontractor may be delivered by the United States or Operating Agency to
24 the Subcontractor as a part of the water supply for which the Subcontractor subcontracts
25
26

1 hereunder and such water shall be accounted and paid for pursuant to the provisions
2 hereof.

3 (d) All capture, recapture, use, reuse, and sale of Return Flow
4 under this article shall be in accord with Arizona water law unless such law is inconsistent
5 with the Congressional directives applicable to the Central Arizona Project.
6

7 4.9 Water and Air Pollution Control. The Subcontractor, in carrying out
8 this subcontract, shall comply with all applicable water and air pollution laws and
9 regulations of the United States and the State of Arizona and shall obtain all required
10 permits or licenses from the appropriate Federal, State, or local authorities.

11 4.10 Quality of Water. The operation and maintenance of Project facilities
12 shall be performed in such manner as is practicable to maintain the quality of water made
13 available through such facilities at the highest level reasonably attainable as determined
14 by the Contracting Officer. Neither the United States, the Contractor, nor the Operating
15 Agency warrants the quality of water and is under no obligation to construct or furnish
16 water treatment facilities to maintain or better the quality of water. The Subcontractor
17 waives its right to make a claim against the United States, the Operating Agency, and the
18 Contractor, because of changes in water quality caused by the commingling of Project
19 Water with other water.
20

21 4.11 Exchange Water.
22

23 (a) Where the Contracting Officer determines the Subcontractor is
24 physically able to receive Colorado River mainstream water through the Project Works in
25 exchange for or in replacement of existing supplies of water from surface sources other
26 than the Colorado River, the Contracting Officer may require that the Subcontractor accept

1 said mainstream water in exchange for or in replacement of said existing supplies pursuant
2 to the provisions of Section 304(d) of the Basin Project Act; provided, however, that a
3 subcontractor on the Project aqueduct shall not be required to enter into exchanges in
4 which existing supplies of water from surface sources are diverted for use by other
5 subcontractors downstream on the Project aqueduct.
6

7 (b) If, in the event of reductions to the Available CAP Supply, the
8 Subcontractor has yielded water from other surface water sources in exchange for
9 Colorado River mainstream water supplied by the Contractor or the Operating Agency,
10 the Subcontractor shall have first priority against other users supplied with Project Water
11 that have not yielded water from other surface water sources but only in quantities
12 adequate to replace the water so yielded.
13

14 4.12 Entitlement to CAP NIA Priority Water.

15 (a) The Subcontractor is entitled to delivery of an annual
16 maximum of 2,786 acre-feet of CAP NIA Priority Water for M&I uses including but not
17 limited to underground storage.
18

19 (b) The Subcontractor's entitlement to CAP NIA Priority Water
20 under this subcontract shall be separate from any other entitlement to Project Water
21 available to the Subcontractor. This Subcontract neither modifies nor supersedes the
22 Subcontractor's existing entitlements or subcontracts, if any.
23

24 4.13 Retention of Priority. In accordance with section 104(a)(3) of the
25 AWSA, all Project Water delivered for M&I use under this Subcontract shall remain CAP
26 NIA Priority Water.

1 **5. PAYMENTS:**

2 5.1 Water Service Charges for Payment of Operation, Maintenance, and
3 Replacement Costs.

4 (a) Prior to October 1 of each Year, the Contractor shall notify the
5 Subcontractor of the published OM&R rate per acre foot of water based on the estimated
6 OM&R costs and water deliveries for the following Year. All estimates of OM&R costs
7 shall be accompanied by data and computations relied on by the Contractor in determining
8 the amounts of the estimated OM&R costs and shall be subject to joint review by the
9 Subcontractor and the Contractor. Provided, however, if during the Year, in the opinion of
10 the Contractor the amount of any annual OM&R estimated costs is likely to be insufficient
11 to cover the above-mentioned costs during such period, the Contractor may, at the
12 Contractor's discretion, increase the annual estimate of the Subcontractor's OM&R costs
13 by written notice thereof to the Subcontractor, and the revised OM&R rate shall apply to
14 all remaining monthly invoices.
15

16 (b) Subject to the provisions of Article 5.4 hereof, the Subcontractor
17 shall pay in advance for its share of Project OM&R costs estimated to be incurred by the
18 United States or the Operating Agency. The Contractor will submit monthly invoices for
19 the monthly volumes of water scheduled by the Subcontractor, due in the month prior to
20 delivery. All invoices have net 30-day terms. The Contractor may, at the Contractor's
21 discretion, offer equalized or alternative payment schedules.
22

23 (c) By March 1 of each Year, the Contractor shall reconcile amounts
24 paid in the prior Year by the Subcontractor to the volume of water delivered and any
25 applicable provisions of Subarticle 4.3(e).
26

1 (d) By May 1 of each Year, the Contractor shall determine the actual
2 OM&R rate for the prior Year based on actual OM&R costs and water volumes and shall
3 calculate the difference between the actual OM&R rate and the published OM&R rate.
4 Based on the Subcontractor's actual deliveries and any applicable provisions of Subarticle
5 4.3(e), the Contractor shall issue an invoice or credit to the Subcontractor for any
6 difference.
7

8 5.2 M&I Water Service Charges.

9 (a) Subject to the provisions of Article 5.4 hereof and in addition
10 to the OM&R payments required in Article 5.1 hereof, the Subcontractor shall, in advance
11 of the delivery of CAP NIA Priority Water by the United States or the Operating Agency,
12 make payment to the Contractor in equal semiannual installments of an M&I Water service
13 capital charge based on a maximum entitlement of 2,786 acre-feet per year multiplied by
14 the rate established by the Contractor for that year.
15

16 (b) The M&I Water service capital charge may be adjusted
17 periodically by the Contractor as a result of repayment determinations provided for in the
18 Repayment Contract and Stipulation and to reflect all sources of revenue, but said charge
19 per acre-foot shall not be greater than the amount required to amortize Project capital
20 costs allocated to the M&I function and determined by the Contracting Officer to be a part
21 of the Contractor's Repayment Obligation. Such amortization shall include interest at
22 3.342 percent per annum. If any adjustment is made in the M&I Water service capital
23 charge, notice thereof shall be given by the Contractor to the United States and to the
24 Subcontractor on or before June 30 of the Year preceding the Year the adjusted charge
25 becomes effective. The M&I Water service capital charge payment for the initial Year shall
26

1 be advanced to the Contractor in equal semiannual installments on or before December 1
2 preceding the initial Year and June 1 of said initial Year. Thereafter, for each subsequent
3 Year, payments by the Subcontractor in accordance with the foregoing provisions shall be
4 made in equal semiannual installments on or before the December 1 preceding said
5 subsequent Year and the June 1 of said subsequent Year as may be specified by the
6 Contractor in written notices to the Subcontractor.
7

8 (c) Payment of all M&I Water service capital and corresponding
9 OM&R charges becoming due hereunder prior to or on the dates stipulated in Articles 5.1
10 and 5.2 is a condition precedent to receiving Project Water under this subcontract.

11 (d) All payments to be made to the Contractor or the United States
12 under Articles 5.1 and 5.2 hereof shall be made by the Subcontractor as such payments
13 fall due from revenues legally available to the Subcontractor for such payment from the
14 sale of water to its water users and from any and all other sources which might be legally
15 available; Provided, That no portion of the general taxing authority of the Subcontractor,
16 nor its general funds, nor funds from ad valorem taxes are obligated by the provisions of
17 this subcontract, nor shall such sources be liable for the payments, contributions, and
18 other costs pursuant to this subcontract, or to satisfy any obligation hereunder unless duly
19 and lawfully allocated and budgeted for such purpose by the Subcontractor for the
20 applicable budget year; and Provided, further, That no portion of this agreement shall ever
21 be construed to create an obligation superior in lien to or on a parity with the
22 Subcontractor's revenue bonds now or hereafter issued. The Subcontractor shall levy and
23 impose such necessary water service charges and rates and use all the authority and
24 resources available to it to collect all such necessary water service charges and rates in
25
26

1 order that the Subcontractor may meet its obligations hereunder and make in full all
2 payments required under this subcontract on or before the date such payments become
3 due.

4 5.3 Loss of Entitlement. The Subcontractor shall have no right to delivery
5 of water from Project facilities during any period in which the Subcontractor may be in
6 arrears in the payment of any charges due the Contractor. The Contractor may sell to
7 another entity any water determined to be available under the Subcontractor's entitlement
8 for which payment is in arrears; provided, however, that the Subcontractor may regain the
9 right to use any unsold portion of the water determined to be available under the original
10 entitlement upon payment of all delinquent charges plus any difference between the
11 subcontractual obligation and the price received in the sale of the water by the Contractor
12 and payment of charges for the current period.
13

14 5.4 Refusal to Accept Delivery. In the event the Subcontractor fails or
15 refuses in any Year to accept delivery of the quantity of water available for delivery to and
16 scheduled for delivery by the Subcontractor pursuant to this subcontract, said failure or
17 refusal shall not relieve the Subcontractor of its obligation to make the payments required
18 in this subcontract under Article 5.1, except as provided in Article 4.3(e). The
19 Subcontractor's obligation to make the payments required under Article 5.2(a) shall apply
20 regardless of the quantity of water scheduled or available for delivery in any Year.
21

22 5.5 Charge for Late Payments. The Subcontractor shall pay a late
23 payment charge on installments or charges that are received after the due date. The late
24 payment charge percentage rate calculated by the Department of the Treasury and
25 published quarterly in the Federal Register shall be used; provided, that the late payment
26

1 charge percentage rate shall not be less than 0.5 percent per month. The late payment
2 charge percentage rate applied on an overdue payment shall remain in effect until
3 payment is received. The late payment rate for a 30-day period shall be determined on
4 the day immediately following the due date and shall be applied to the overdue payment
5 for any portion of the 30-day period of delinquency. In the case of partial late payments,
6 the amount received shall first be applied to the late charge on the overdue payment and
7 then to the overdue payment.
8

9 **6. GENERAL PROVISIONS:**

10 6.1 Repayment Contract and the Stipulation Controlling. Pursuant to the
11 Repayment Contract, the United States has agreed to construct and, in the absence of an
12 approved Operating Agency, to operate and maintain the works of the Central Arizona
13 Project and to deliver Project Water to the various subcontractors within the Project
14 Service Area; and the Contractor has obligated itself for the payment of various costs,
15 expenses, and other amounts allocated to the Contractor pursuant to Article 9 of the
16 Repayment Contract and the Stipulation. The Subcontractor expressly approves and
17 agrees to all the terms presently set out in the Repayment Contract including Subarticle
18 8.8(b)(viii) thereof and the Stipulation, or as such terms may be hereafter amended, and
19 agrees to be bound by the actions to be taken and the determinations to be made under
20 that Repayment Contract and the Stipulation, except as otherwise provided herein.

21 6.2 Effluent Exchanges. The Subcontractor may enter into direct effluent
22 exchanges with Indian entities that have received an allocation of Project Water and
23 receive all benefits from the exchange.

24 6.3 Notices. Any notice, demand or request authorized or required by
25 this subcontract shall be deemed to have been given when mailed, postage prepaid, or
26 delivered to the Regional Director, Lower Colorado Basin Region, Bureau of Reclamation,

1 P.O. Box 61470, Boulder City, Nevada 89006-1470, on behalf of the Contractor or
2 Subcontractor; to the Central Arizona Water Conservation District, P. O. Box 43020,
3 Phoenix, Arizona 85080, on behalf of the United States or Subcontractor; and to the City
4 of Buckeye, Attn: Roger Klingler, City Manager, 530 East Monroe Avenue, Buckeye,
5 Arizona 85326 with a copy to Alisha Solano, Water Resources Director, 21749 West Yuma
6 Road, Suite 107, Buckeye, Arizona 85326, on behalf of the United States or Contractor.
7 The designation of the addressee or the address may be changed by notice given in the
8 same manner as provided in this Article for other notices.
9

10 6.4 Change in Operating Agency. If at any time during the term of this
11 Subcontract the Contractor and the Operating Agency are not the same entity, the
12 Contractor agrees to coordinate and cooperate with the Operating Agency on any
13 obligations of the Contractor under this Subcontract that pertain to the operation of the
14 Central Arizona Project and delivery of Project Water hereunder.
15

16 6.5 Rules, Regulations, and Determinations.

17 (a) The Contracting Officer shall have the right to make, after an
18 opportunity has been offered to the Contractor and Subcontractor for consultation, rules
19 and regulations consistent with the provisions of this subcontract, the laws of the United
20 States and the State of Arizona, to add to or to modify them as may be deemed proper
21 and necessary to carry out this subcontract, and to supply necessary details of its
22 administration which are not covered by express provisions of this subcontract. The
23 Contractor and Subcontractor shall observe such rules and regulations.
24

25 (b) Where the terms of this subcontract provide for action to be
26 based upon the opinion or determination of any party to this subcontract, whether or not

1 stated to be conclusive, said terms shall not be construed as permitting such action to be
2 predicated upon arbitrary, capricious, or unreasonable opinions or determinations. In the
3 event that the Contractor or Subcontractor questions any factual determination made by
4 the Contracting Officer, the findings as to the facts shall be made by the Secretary only
5 after consultation with the Contractor or Subcontractor and shall be conclusive upon the
6 parties.
7

8 6.6 Officials Not to Benefit.

9 (a) No Member of or Delegate to Congress or Resident
10 Commissioner shall be admitted to any share or part of this subcontract or to any benefit
11 that may arise herefrom. This restriction shall not be construed to extend to this
12 subcontract if made with a corporation or company for its general benefit.
13

14 (b) No official of the Subcontractor shall receive any benefit that
15 may arise by reason of this subcontract other than as a water user within the Project and
16 in the same manner as other water users within the Project.

17 6.7 Assignment Limited--Successors and Assigns Obligated. The
18 provisions of this subcontract shall apply to and bind the successors and assigns of the
19 parties hereto, but no assignment or transfer of this subcontract or any part or interest
20 therein shall be valid until approved by the Contracting Officer.
21

22 6.8 Judicial Remedies Not Foreclosed. Nothing herein shall be construed
23 (a) as depriving any party from pursuing and prosecuting any remedy in any appropriate
24 court of the United States or the State of Arizona which would otherwise be available to
25 such parties even though provisions herein may declare that determinations or decisions
26

1 of the Secretary or other persons are conclusive or (b) as depriving any party of any
2 defense thereto which would otherwise be available.

3 6.9 Books, Records, and Reports. The Subcontractor shall establish and
4 maintain accounts and other books and records pertaining to its financial transactions,
5 land use and crop census, water supply, water use, changes of Project works, and to other
6 matters as the Contracting Officer may require. Reports thereon shall be furnished to the
7 Contracting Officer in such form and on such date or dates as he may require. Subject to
8 applicable Federal laws and regulations, each party shall have the right during office hours
9 to examine and make copies of each other's books and records relating to matters covered
10 by this subcontract.
11

12 6.10 Equal Employment Opportunity.

13 During the performance of this subcontract, the Subcontractor agrees as
14 follows:
15

16 (a) The Subcontractor will not discriminate against any employee or
17 applicant for employment because of race, color, religion, sex, sexual orientation, gender
18 identity, or national origin. The Subcontractor will take affirmative action to ensure that
19 applicants are employed, and that employees are treated during employment, without
20 regard to their race, color, religion, sex, sexual orientation, gender identity, or national
21 origin. Such action shall include, but not be limited to the following: employment,
22 upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or
23 termination; rates of pay or other forms of compensation; and selection for training,
24 including apprenticeship. The Subcontractor agrees to post in conspicuous places,
25
26

1 available to employees and applicants for employment, notices to be provided by the
2 Contracting Officer setting forth the provisions of this nondiscrimination clause.

3 (b) The Subcontractor will, in all solicitations or advancements for
4 employees placed by or on behalf of the Subcontractor, state that all qualified applicants
5 will receive consideration for employment without regard to race, color, religion, sex,
6 sexual orientation, gender identity, or national origin.

7
8 (c) The Subcontractor will not discharge or in any other manner
9 discriminate against any employee or applicant for employment because such employee
10 or applicant has inquired about, discussed, or disclosed the compensation of the
11 employee or applicant or another employee or applicant. This provision shall not apply to
12 instances in which an employee who has access to the compensation information of other
13 employees or applicants as a part of such employee's essential job functions discloses
14 the compensation of such other employees or applicants to individuals who do not
15 otherwise have access to such information, unless such disclosure is in response to a
16 formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or
17 action, including an investigation conducted by the employer, or is consistent with the
18 contractor's legal duty to furnish information.

19
20 (d) The Subcontractor will send to each labor union or representative
21 of workers with which he has a collective bargaining agreement or other contract or
22 understanding, a notice, to be provided by the agency Contracting Officer, advising the
23 labor union or workers' representative of the Subcontractor's commitments under section
24 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the
25 notice in conspicuous places available to employees and applicants for employment.
26

1 (e) The Subcontractor will comply with all provisions of Executive
2 Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of
3 the Secretary of Labor.

4 (f) The Subcontractor will furnish all information and reports required
5 by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and
6 orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books,
7 records, and accounts by the Contracting Agency and the Secretary of Labor for purposes
8 of investigation to ascertain compliance with such rules, regulations, and orders.
9

10 (g) In the event of the Subcontractor's noncompliance with the
11 nondiscrimination clauses of this contract or with any of such rules, regulations, or orders,
12 this subcontract may be canceled, terminated or suspended in whole or in part and the
13 Subcontractor may be declared ineligible for further Government contracts in accordance
14 with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such
15 other sanctions may be imposed and remedies invoked as provided in Executive Order
16 No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor,
17 or as otherwise provided by law.
18

19 (h) The Subcontractor will include the provisions of paragraphs (a)
20 through (h) in every subcontract or purchase order unless exempted by the rules,
21 regulations, or orders of the Secretary of Labor issued pursuant to section 204 of
22 Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding
23 upon each subcontractor or vendor. The Subcontractor will take such action with respect
24 to any subcontract or purchase order as may be directed by the Secretary of Labor as a
25 means of enforcing such provisions, including sanctions for noncompliance: Provided,
26

1 however, that in the event the Subcontractor becomes involved in, or is threatened with,
2 litigation with a subcontractor or vendor as a result of such direction, the Subcontractor
3 may request the United States to enter into such litigation to protect the interests of the
4 United States.

5
6 6.11 Compliance With Civil Rights Laws and Regulations

7 (a) The Subcontractor shall comply with Title VI of the Civil Rights
8 Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L.
9 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975
10 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with
11 Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other
12 applicable civil rights laws, and with the applicable implementing regulations and any
13 guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.
14

15 (b) These statutes prohibit any person in the United States from being
16 excluded from participation in, being denied the benefits of, or being otherwise subjected
17 to discrimination under any program or activity receiving financial assistance from the
18 Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By
19 executing this subcontract, the Subcontractor agrees to immediately take any measures
20 necessary to implement this obligation, including permitting officials of the United States
21 to inspect premises, programs, and documents.
22

23 (c) The Subcontractor makes this agreement in consideration of and
24 for the purpose of obtaining any and all Federal grants, loans, contracts, property
25 discounts, or other Federal financial assistance extended after the date hereof to the
26 Subcontractor by the Bureau of Reclamation, including installment payments after such

1 date on account of arrangements for Federal financial assistance which were approved
2 before such date. The Subcontractor recognizes and agrees that such Federal assistance
3 will be extended in reliance on the representations and agreements made in this article
4 and that the United States reserves the right to seek judicial enforcement thereof.

5 (d) Complaints of discrimination against the Subcontractor shall be
6 investigated by the Contracting Officer's Office of Civil Rights.
7

8 6.12 Confirmation of Subcontract. The Subcontractor shall promptly seek
9 a final decree of the proper court of the State of Arizona approving and confirming the
10 subcontract and decreeing and adjudging it to be lawful, valid, and binding on the
11 Subcontractor. The Subcontractor shall furnish to the United States a certified copy of
12 such decree and of all pertinent supporting records. This subcontract shall not be binding
13 on the United States, the Contractor, or the Subcontractor until such final decree has been
14 entered.
15

16 6.13 Contingent on Appropriation or Allotment of Funds. The expenditure
17 or advance of any money or the performance of any work by the United States hereunder
18 which may require appropriation of money by the Congress or the allotment of funds shall
19 be contingent upon such appropriation or allotment being made. The failure of the
20 Congress to appropriate funds or the absence of any allotment of funds shall not relieve
21 the Subcontractor from any obligation under this subcontract. No liability shall accrue to
22 the United States in case such funds are not appropriated or allotted.
23

24 IN WITNESS WHEREOF, the parties hereto have executed this subcontract
25 No. 21-XX-30-W0701 the day and year first above-written.
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THE UNITED STATES OF AMERICA

By: _____
Regional Director
Lower Colorado Basin Region
Bureau of Reclamation

**CENTRAL ARIZONA WATER
CONSERVATION DISTRICT**

Attest: _____
Alexandra M. Arboleda
Secretary

By: _____
Terry Goddard
President

CITY OF BUCKEYE

Attest: _____

By: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney