



PLEASE SILENCE ALL ELECTRONIC COMMUNICATION DEVICES. THANK YOU.

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

**CITY OF BUCKEYE
REGULAR COUNCIL MEETING
MAY 3, 2022
AGENDA**

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

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

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

IMPORTANT NOTICE REGARDING PUBLIC PARTICIPATION

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

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

- 1. Call to Order/Invocation/Pledge of Allegiance/Roll Call**
- 2. Comments from the Public- Members of the audience may comment on any item of interest.**
Council Action: Open Meeting Law does not permit Council discussion of items not specifically on the agenda
- 3. Awards/Presentations/Proclamations**
 - 3.A** Mayor Orsborn will recognize Deputy City Manager and Economic Development Director Dave Roderique for receiving the prestigious William Lampkin Long Term Excellence in Economic Development Award from the Arizona Association of Economic Development (AAED).
 - 3.B** Buckeye Youth Councilmember Rozetta Locka will present her Senior Project to Buckeye Mayor and Council.
 - 3.C** Buckeye Youth Council will provide Mayor and Council an overview of the National League of

Cities, Congress of Cities Conference, in Washington D.C.

- 3.D** Mayor Orsborn to proclaim May 1 through May 7, 2022 as Professional Municipal Clerks Week in the City of Buckeye.

4. Minutes

- 4.A** Council to take action on approval of the April 5, 2022 Special Council Meeting and Executive Session Minutes, April 5, 2022 Council Workshop Minutes, and April 5, 2022 Regular Council Meeting Minutes.

5. Expenditures

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

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

6. CONSENT AGENDA ITEMS / NEW BUSINESS

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

- *6.A** Council to take action on a final plat for Desert Moon Estates Phase 3-Parcel 6A & 6B, generally located south of the southeast corner of West Yuma Road and South Apache Road.
Summary: The applicant has requested approval of a Final Plat for Phase 3-Parcel 6A & 6B of Desert Moon Estates. The 18.45 acre plat is located generally south of the southeast corner of West Yuma Road and South Apache Road and includes 67 single-family home lots with a total of 2.71 acres being dedicated as right-of-way. Approval of the final plat will allow development of the residential lots to support this growing area in the City. Requested by David George of HilgartWilson, LLC, on behalf of Forestar (USA) Real Estate Group Inc., a Delaware Corporation.

Staff Liaison: Patricia Cooley, Planner I, pcooley@buckeyeaz.gov, (623) 349-6233

- *6.B** Council to take action on a Map of Dedication for Love's Travel Stops dedicated right-of-way along Pima Street.

Summary: The applicant is requesting a Map of Dedication (MOD) to provide the necessary right-of-way (ROW) for the future Love's Travel Stops site improvements along Pima Street. The proposed MOD will provide the ROW needed to improve access in the area. The MOD is requested by Michael Buschbacher of Hunter Engineering.

Staff Liaison: Randy Proch, Senior Planner, rproch@buckeyeaz.gov, (623) 349-6293

- *6.C** Council to take action on a Final Plat for Copper Falls Phase 2 Parcel 3, generally located northwest of Miller Road and Southern Avenue.

Summary: The applicant has requested approval of a Final Plat of Phase 2 Parcel 3 of Copper Falls. The 37.02 acre plat is located generally north of the northwest corner of Miller Road and Southern Avenue. The project includes 146 single-family residential lots and 8.14 acres (22 percent) landscaped open space. Approximately 9.02 acres of right-of-way (ROW) is being dedicated to the City of Buckeye through this application. The proposal is in substantial conformance with the Preliminary Plat and the Copper Falls Community Master Plan. Staff Liaison: Randy Proch, Senior Planner, rproch@buckeyeaz.gov, (623) 349-6293

***6.D** [Council to take action on Resolution No. 42-22 approving the transfer of certain right-of-way and roadway on Jackrabbit Trail.](#)

Summary: Great Hearts Academy is a new charter school on Jackrabbit Trail coming into the City of Buckeye between Yuma Road and Van Buren Street. Per Municipal Code Chapter 20-3, development is responsible for providing the required half-street improvements and right-of-way adjacent to their site. The current 65' of half-street of right of way is located within County Jurisdiction. Arizona Revised Statute 9-471(O) allows the County to grant the right-of-way to the City via resolution through the City, and subsequent approval through the County Board of Supervisors. This is the most efficient way for the City to obtain the necessary right-of-way from the County. Staff has coordinated with the County and their staff is in agreement with this resolution.

Staff Liaison: Paul Lopez, Deputy City Engineer, plopez@buckeyeaz.gov, (602) 349-6204

***6.E** [Council to take action on Resolution No. 44-22 approving an Intergovernmental Agreement with Maricopa County related to Animal Control Facilities, and authorizing the Mayor to execute and deliver said Intergovernmental Agreement.](#)

Summary: The City of Buckeye needs Animal Control Facilities and would like to enter into an Intergovernmental Agreement (IGA) with the County to appoint the County as the statutory Enforcement Agent to provide Animal Control Facilities. Without proper facilities animal control could strain patrol operations that are struggling to sustain minimum staffing needed to meet response time expectations within the City. Citizens also expect a humane and safe place for animal control.

Staff Liaison: Larry Hall, Police Chief, Lhall@buckeyeaz.gov, (623) 349-3468

***6.F** [Council to take action on Resolution No. 45-22 designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2022-23 Annual Expenditure Limitation Report to the Arizona Auditor General; and authorizing the Mayor, City Manager, Chief Fiscal Officer, City Clerk and City Attorney to take all steps necessary to carry out the purpose and intent of this Resolution.](#)

Summary: Each political subdivision shall provide to the Auditor General by July 31 of each year, the name of the CFO designated by the governing board of the political subdivision to submit the current fiscal year's expenditure limitation report. The political subdivision shall notify the Auditor General of any changes of individuals designated to file the required reports. The designated CFO shall certify to the accuracy of the annual expenditure limitation report. Council to approve the designation and notification to the Auditor General, William Kauppi, as CFO for the City of Buckeye in the Fiscal Year 2022-23.

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

***6.G Council to take action on Resolution No. 52-22 amending and restating the City of Buckeye Rules of Procedure.**

Summary: Rules of Procedure are adopted to establish guidelines for Council, their appointed board members, and staff. This update amends Section 4.2 Agenda related to the action taken by Council with regard to adjournment of meetings. When there is no further business to discuss, the Presiding Officer will adjourn the meeting.

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

***6.H Council to take action on Resolution No. 33-22 approving a Memorandum of Understanding with the Arizona State Parks Board regarding the Site Stewards Program; and authorizing the Mayor to execute and deliver said Memorandum of Understanding on behalf of the City.**

Summary: In 2012 Buckeye City Council approved an Intergovernmental Agreement (IGA) with Arizona State Parks and Trails for the Site Steward program, which allows trained volunteers through the State Historic Preservation Office to monitor cultural resource sites in Skyline Regional Park. This arrangement was renewed in 2017 for an additional five-year term, which ends in 2022. This Memorandum of Understanding (MOU) with the Arizona State Parks Board will extend the partnership for another ten years, allowing volunteers to continue monitoring cultural sites.

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

***6.I Council to take action on the Cooperative Contract Purchase Addendum (CCPA No. 2022045) between the City of Buckeye, an Arizona municipal corporation, and K.P. Venture Well Drilling & Pump Company LLC, an Arizona limited liability company, for labor, materials, equipment, and services required to drill Schult Well.**

Summary: Schult Test Borehole will be drilled to a 26-inch diameter design dimensions and total depth of 540 Feet. The raw groundwater pumped from the Schult Well (Jackie Meck Well #8) will be treated at the Jacki Meck Water Campus. Total cost to be paid under this CCPA shall not exceed \$687,023.41.

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

7. Public Hearings / Non-Consent - New Business

7.A Council to hold a public hearing and take action on the request for a new Series 10 Beer and Wine (Application No. 192936) for Pizza Hut located at 19580 West Indian School Road, Suite 109, in Buckeye.

Summary: This non-transferable off-sale retail privileges liquor license allows a retail store to sell beer and wine (no other spirituous liquors) only, in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer may deliver spirituous liquor off of the licensed premises in connection with a retail sale.

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

- 7.B** Council to hold a public hearing and take action on the request for a new Series 12 Restaurant (Application No. 188165) for MOD Pizza located at 19550 West Indian School Road, Suite 100, in Buckeye.

Summary: This non-transferable on-sale retail privileges liquor license allows the holder to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent of its gross revenue from the sale of food.

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

- 7.C** Council to hold a public hearing and take action on Ordinance No. 11-22 extending and increasing the corporate limits of the City of Buckeye, Maricopa County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statutes and Amendments thereto, by annexing approximately 118.152 acres located at the northwest corner of Baseline Road and 263rd Avenue.

Summary: Stephen Anderson of Gammage & Burnham on behalf of Buckeye 270 LLC, is requesting annexation of four parcels of land for a project known as Ten|85. The subject property is approximately 118.152 acres located on the northwest corner of West Baseline Road and South 263rd Avenue. The annexation is being requested with the intent of rezoning and developing office/warehousing facilities. This annexation meets the requirements as outlined in A.R.S 9-471. Annexations require consideration at two City Council public hearings. The first meeting was held on April 5, 2022 with the purpose of holding a public hearing to allow associated parties the opportunity to comment on the request. This is the second and final public hearing being held with the purpose of consideration and adoption of Annexation Ordinance No. 11-22.

Staff Liaison: Bart Wingard, Principal Planner, hwingard@buckeyeaz.gov, (623) 349-6207

- 7.D** Council to take action on the Professional Services Agreement (Contract No. 2022016) between the City of Buckeye, an Arizona municipal corporation, and The Olsson Studio, a Nebraska corporation, related to the development of a Downtown Specific Area Plan; and authorizing the Mayor to execute and deliver said Agreement on behalf of the City.

Summary: The City of Buckeye's Development Services Department is in need of professional services to develop a City of Buckeye Downtown Specific Area Plan (DSAP), a planning tool needed to support the long term revitalization and redevelopment of the downtown area as a regional destination to capitalize on the historical and cultural assets available in the area. The DSAP will define land uses, design standards, how to best provide for pedestrian/bike circulation through optimization of rights-of-way, economic development best practices to attract vibrant development to the downtown core, and more. Once complete, the DSAP will establish actionable implementation steps with the goal of facilitating both immediate and long term revitalization in the area identified by the General Plan as the Downtown Activity Center, an approximately 2,946 acre area roughly bounded by Rooks Road on the west, Watson Road alignment on the east, Maricopa Road on the north, and the Gila River on the south. The total amount to be paid under this Agreement shall not exceed \$250,000.00.

Staff Liaison: Ken Galica, Principal Planner, kgalica@buckeyeaz.gov, (623) 349-6214

- 7.E** Council to take action authorizing the Mayor and City Manager to allocate \$2.5M of Non-Departmental Funds within the Fiscal Year 2022-2023 Budget for improvements to Jackrabbit Trail, from McDowell Road to Thomas Road, subject to the approval of appropriate state funding and in coordination with the Arizona Department of Transportation.

Summary: Jackrabbit Trail between McDowell Road and Thomas Road will be improved to arterial standards with a raised median and street lights. Median breaks would be provided at key intersections to facilitate left-turn movements from Jackrabbit Trail. The proposed total project cost is \$25.1M, of which the State Legislature would appropriate \$22.6M to the City via SB1652, with the stipulation that the City make a \$2.5M contribution to the project.

Staff Liaison: John Willett, Senior Traffic Engineer, jwillett@buckeyeaz.gov, (623) 349-6282

- 7.F** Council to take action authorizing the Mayor and City Manager to allocate \$3M of Non-Departmental Funds within the Fiscal Year 2022-2023 Budget for general purpose lane improvements to the I-10, from SR 85 to Citrus Road, subject to the approval of appropriate state funding and in coordination with the Arizona Department of Transportation.

Summary: I-10 is currently under construction to provide a third general purpose lane on I-10 in each direction between SR 85 and Verrado Way. This project would design and construct one additional eastbound and westbound vehicle lane, separated by a concrete barrier with median barrier lighting with light poles on I-10 between SR 85 and Citrus Road. These improvements will match the current four lanes east of Citrus Road in each direction. The State Legislature would appropriate \$59.6M to the Arizona Department of Transportation via SB1192, requiring that the City make a \$3M contribution to the project. MAG would also contribute an additional \$10M to the project.

Staff Liaison: John Willett, Senior Traffic Engineer, jwillett@buckeyeaz.gov, (623) 349-6282

8. 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.

Councilmember 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)*

*Vice Mayor Heustis:
Library Advisory Board
Planning and Zoning Commission Public Safety Retirement Board (Fire)
Buckeye Pollution Control Corporation (BPCC)
Chamber of Commerce Council Liaison*

*Councilmember Hess:
Community Development Advisory Committee (CDAC Alternate Member)
Community Services Advisory Board
Southwest Lending Closet Board*

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

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

- 9. City Manager's Report and Summary of Current Events**
- 10. Council will make a motion to adjourn the meeting**

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

MEETING DATE: 05/03/22	AGENDA ITEM: 3.D. Mayor Orsborn to proclaim May 1 to May 7th as Professional Municipal Clerks Week in the City of Buckeye.
DATE PREPARED: 04/28/22	DISTRICT NO.:
STAFF LIAISON:	
DEPARTMENT: Mayor & Council	AGENDA ITEM TYPE: Awards / Presentations / Proclamations

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Mayor Orsborn to proclaim May 1 through May 7, 2022 as Professional Municipal Clerks Week in the City of Buckeye.

SUMMARY

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

ATTACHMENTS:

[Municipal Clerks Week May 3.docx](#)

Proclamation

53rd ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

May 1 - May 7, 2022

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk's Office serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Eric W. Orsborn, Mayor of the City of Buckeye, do recognize the week of May 1 through May 7, 2022, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk's Office and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

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

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

MEETING DATE: 05/03/22	AGENDA ITEM: 4.A. Minutes
DATE PREPARED: 04/28/22	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 April 5, 2022 Special Council Meeting and Executive Session Minutes, April 5, 2022 Council Workshop Minutes, and April 5, 2022 Regular Council Meeting Minutes.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

Council to take action on approval of the April 5, 2022 Special Council Meeting and Executive Session Minutes, April 5, 2022 Council Workshop Minutes, and April 5, 2022 Regular Council Meeting Minutes.

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

ATTACHMENTS:

[04.05.2022 Special Council Meeting and Executive Session Minutes.pdf](#)
[04.05.2022 Council Workshop Minutes.pdf](#)
[04.05.2022 Regular Council Meeting Minutes.pdf](#)



**CITY OF BUCKEYE
SPECIAL COUNCIL MEETING AND COUNCIL EXECUTIVE SESSION
APRIL 5, 2022
MINUTES**

**City Council Chambers
530 E. Monroe Ave.
Buckeye, AZ 85326
1:30 PM**

1. Call to Order/Roll Call

Mayor Orsborn called the meeting to order at 1:30 p.m.

Members Present: Councilmember Youngker, Councilmember HagEstad, Councilmember Goodman (via Microsoft Teams; arrived in person at 2:39 p.m.), Councilmember Guy (excused at 2:55 p.m.), Councilmember Hess (arrived at 1:35 p.m.; excused at 2:55 p.m.), Vice Mayor Heustis (excused at 2:55 p.m.), and Mayor Orsborn.

Members Absent: None.

Departments Present: City Manager Dan Cotterman, Assistant City Manager James Shano, Deputy City Manager Dave Roderique, Chief Financial Officer William Kauppi, City Attorney Shiela Schmidt, Police Chief Larry Hall, City Engineer Scott Zipprich, and Deputy City Clerk Summer Stewart.

2. Convene into Executive Session

At 1:30 p.m. a motion was made by Vice Mayor Heustis and seconded by Councilmember Guy to convene into Executive Session pursuant to A.R.S. 38-431.03(A)(3) for discussion or consultation for legal advice with the City Attorney in connection with collection of operation and maintenance expenses associated with municipal services provided to developments within the City of Buckeye. Motion passed unanimously.

3. Reconvene into Special Meeting

At 2:57 p.m. a motion was made by Councilmember HagEstad and seconded by Councilmember Goodman to reconvene into the Special Council Meeting. Motion passed unanimously.

4. Adjournment

A motion was made by Councilmember Youngker and seconded by Councilmember Goodman to adjourn the meeting at 2:57 p.m. Motion passed unanimously.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Special Council Meeting and Executive Session held on April 5, 2022. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk



**CITY OF BUCKEYE
COUNCIL WORKSHOP
APRIL 5, 2022
MINUTES**

**City Hall - 1st Floor / Executive Conference Room
530 E. Monroe Ave.
Buckeye, AZ 85326
4:30 PM**

1. Call to Order/Roll Call

Mayor Orsborn called the meeting to order at 4:30 p.m.

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

Members Absent: None.

Departments Present: City Manager Dan Cotterman, Assistant Manager James Shano, Deputy City Manager Dave Roderique, City Attorney Shiela Schmidt, City Clerk Lucinda Aja, Deputy City Clerk Summer Stewart, Assistant to Mayor Christine Grundy, Chief Financial Officer William Kauppi, Information Technology Director Greg Platacz, Community Services Director Miranda Gomez, Development Services Director Brian Craig, Intergovernmental Affairs Director George Diaz, and Water Resources Director Alisha Solano.

2. Workshop Items

2.A Presentation and discussion regarding the City-initiated Major General Plan Amendment (GPA) for State Route 85 (SR85) corridor.

Staff Liaison: Ken Galica, Principal Planner

Mr. Galica presented Council with an introduction to the City-initiated Major General Plan Amendment (Application PLZU-22-00001) intended to facilitate development of the State Route 85 corridor as a future major employment area. The proposal has two components: 1) Amendment to the Land Use Map, changing the designation of approximately 2,648.9 acres from a combination of Neighborhood and Business Commerce to Employment, and 2) Amendment to the plan text revising the definition of the employment land use category to emphasize and strengthen expectations for industrial development in proximity to existing or planned residential uses. The existing proposed General Plan Land Use Maps were displayed and described. Mr. Galica stated the proposed General Plan text amendments apply citywide. Public outreach was described and frequently asked questions and comments were reviewed. Mayor Orsborn requested clarification regarding public comments and questions. Mr. Galica confirmed staff reached out to members of the public that had submitted questions and comments to provide them further information and clarification if needed. Vice Mayor Heustis requested further information regarding proposed amendments. Mr. Galica confirmed the proposed amendments do not impact current projects or development underway; stated conversations between staff and current development projects may take place to address buffer concerns. Councilmember Youngker suggested landscape requirements include more mature trees. Mr. Galica summarized the Major GPA schedule and next steps; staff intends to bring the Major GPA back to Council for a public hearing and action on May 17, 2022. Councilmember Hess requested clarification regarding public outreach; requested further information regarding the proposed map. Mr. Galica stated all properties within the boundary and within 500 feet of any perimeter were provided with a mailing and signage was posted in the area; provided clarification regarding the proposed map and allowed uses within the

Business Commerce areas; confirmed that, with the proposed changes, properties in the corridor would be eligible, through separate processes, to annex (if needed) and rezone to districts that would support future development of the corridor with light industrial and commerce park type uses with a desired character. Mayor Orsborn requested further information regarding landowner and developer feedback. Mr. Galica stated there has been no opposition from landowners or developers in the area and stated there is currently a demand for the proposed uses in the area; provided additional clarification regarding the development of the State Route 85 corridor as a future major employment area. Mr. Lopez provided additional information regarding allowed uses in the proposed corridor and possible restrictions due to the Luke Air Force Base flight path. Vice Mayor Heustis requested further information regarding traffic signaling. Mr. Galica stated signals are planned before the I-11 is constructed. Mr. Lopez clarified SR85 corridor is controlled by ADOT and there is a possibility of roundabout construction, but the City is requesting traffic light signaling; stated as development comes in the intersections impacted by that growth will be evaluated for proper intersection signaling and improvements. General discussion was held regarding impacts of the I-11 corridor and how development will affect infrastructure and roadway improvement decisions.

2.B Presentation and discussion regarding Buckeye Main Street Coalition's current Fiscal Year 2021-2022 Memorandum of Understanding and the proposal for the Fiscal Year 2022-2023 Memorandum of Understanding.

Staff Liaison: Miranda Gomez, Community Services Director

Ms. Gomez an update on Buckeye Main Street Coalition's current Memorandum of Understanding (MOU) and the proposal for the Fiscal Year 2022-2023 Memorandum of Understanding, including budget requests. The Buckeye Main Street Coalition has worked alongside the City for several years to improve historic downtown Buckeye. In addition, Main Street undertakes activities specified in the scope of services in their MOU, including coordinating special events such as Veterans Day Parade, Shop Small Saturday, Glow on Monroe Parade, Buckeye Days, Earth Day Clean Up event, decorating the City holiday tree and promoting businesses and services available in downtown Buckeye. A review of the proposed MOU for Fiscal Year 2022-2023 was presented; the total requested amount is \$145,000 and includes a request to fund a contract employee. Ms. Gomez clarified the placement of additional trash can art in the downtown area would need a review by staff and final approval by Council; stated the responsibility of maintenance of the art and receptacles would be identified in the MOU. Councilmember Hess requested further information regarding the public art. Ms. Gomez stated there is a \$20,000 request for additional public art and they are expecting each piece to cost \$5,000. Main Street Coalition President Candy Youngker presented further information regarding public art and possible art projects. Vice Mayor Heustis presented statements regarding the rust on the sidewalk from the public art; presented concerns with benches and the need for crime prevention techniques. Ms. Gomez stated a coating may be put on the public art material and staff will work with Main Street to ensure those provisions are in place to prevent future maintenance issues. Councilmember Youngker presented statements regarding the public art. Ms. Gomez provided an overview of next steps; final approval of the Fiscal Year 2022-2023 MOU is scheduled for June 7, 2022. Mayor Orsborn and Councilmember Hess requested further information regarding the possible request in the MOU for funding a contract employee. Ms. Gomez stated the contract employee would manage the administrative functions for Main Street Coalition; confirmed it would not be a City of Buckeye employee. Ms. Youngker stated the contract employee will be utilized to perform administrative duties and not project manage. Councilmember Goodman presented statements regarding the duties that will be performed by the contract employee to assist the volunteer board members and help Main Street to be successful. General discussion was held regarding the use of a contract employee to perform support duties; general discussion was held regarding events performed by the Main Street Coalition. Councilmember Youngker requested clarification regarding costs related to City events. Ms. Gomez stated she would need to hire an additional person in her department to plan and manage these events if they were not put on by Main Street. Councilmember Guy presented statements regarding growth in the City and how economic development affects businesses on Main Street. Ms. Youngker presented statements regarding future plans of Main Street. Vice Mayor Heustis requested further information regarding approval of public art. Ms. Gomez confirmed she would work with Main Street and other City departments to review proposed public art

projects; stated Council will have the final decision with regard to the public art. Mayor Orsborn presented statements regarding growth in the City and how that growth will be managed in the downtown area.

3. Adjournment.

A motion was made by Vice Mayor Heustis and seconded by Councilmember Youngker to adjourn the meeting at 5:39 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 April 5, 2022. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk



**CITY OF BUCKEYE
REGULAR COUNCIL MEETING
APRIL 5, 2022
AGENDA**

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

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

Mayor Orsborn called the meeting to order at 6:00 p.m.; Pastor Bryce Morgan of Way of Grace Church led the invocation; Vice Mayor Heustis led the Pledge of Allegiance.

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

Members Absent: None.

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

2. Comments from the Public- Members of the audience may comment on any item of interest.

Richard Deal presented statements and concerns related to Sun City Festival resident expectations from the community developer. Gena Mabee presented statements and concerns related to truck traffic and noise at the intersection of Durango Street and Watson Road. Paul Mabee presented statements and concerns related to truck traffic and noise at the intersection of Durango Street and Watson Road.

3. Awards/Presentations/Proclamations

3.A Arizona Representative Brian Fernandez provided a brief presentation to Mayor and Council.

3.B Arizona Department of Transportation Community Relations staff provided a project update on the widening of I-10 between SR 85 and Verrado Way.

3.C Mayor Orsborn proclaimed the week of April 2nd through April 8th 2022 as Week of the Young Child in the City of Buckeye.

3.D Mayor Orsborn recognized Virginia Cole, Nutrition Specialist, Community Services Department, for reaching twenty years of service with the City of Buckeye.

4. Minutes

April 5, 2022 Regular Council Meeting Minutes

4.A Council to take action on approval of the March 1, 2022 Council Workshop Minutes and March 1, 2022 Regular Council Meeting Minutes.

A motion was made by Vice Mayor Heustis and seconded by Councilmember Goodman to approve the March 1, 2022 Council Workshop Minutes and March 1, 2022 Regular Council Meeting Minutes. Motion passed unanimously.

5. Expenditures

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

A motion was made by Vice Mayor 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. A motion was made by Vice Mayor Heustis and seconded by Councilmember Hess to approve Items *6.A, *6.B, *6.C, *6.D, and *6.E. Motion passed unanimously.

***6.A Council to take action on Task Order No. 1 to the On-Call Consulting for Engineering and Architectural Services Contract (No. 2022003.39) between the City of Buckeye and Wood Environment and Infrastructure Solutions, Inc., related to the design of headworks at the Sundance Water Reclamation Facility; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.**

Staff Liaison: Chris Williams, Construction and Contracting Manager

Council approved Task Order No. 1 to the On-Call Consulting for Engineering and Architectural Services Contract (No. 2022003.39) between the City of Buckeye and Wood Environment and Infrastructure Solutions, Inc., related to the design of headworks at the Sundance Water Reclamation Facility; and authorizing the Mayor to execute and deliver said Task Order on behalf of the City.

***6.B Council to take action on the appointment of Preston Hundley (District 2) as an Alternate Member of the Planning and Zoning Commission, the appointment of Jennie Ragsdale (District 2) as a Regular Member of the Planning and Zoning Commission, and the appointment of Nathan Madden as an Alternate Member of the Library Advisory Board, all with a term expiration date of December, 2025.**

Staff Liaison: Summer Stewart, Deputy City Clerk

Council approved the appointment of Preston Hundley (District 2) as an Alternate Member of the Planning and Zoning Commission, the appointment of Jennie Ragsdale (District 2) as a Regular Member of the Planning and Zoning Commission, and the appointment of Nathan Madden as an Alternate Member of the Library Advisory Board, all with a term expiration date of December, 2025.

***6.C Council to take action on Resolution No. 39-22 amending and restating the City of Buckeye Rules of Procedure.**

Staff Liaison: Lucinda Aja, City Clerk

Council adopted Resolution No. 39-22 amending and restating the City of Buckeye Rules of Procedure.

- *6.D Council to take action on the Real Estate Purchase Contract (Right of Way) between the City of Buckeye, an Arizona municipal corporation, and Triple G Farms, an Arizona general partnership, in substantially the form and substance as on file with the City Clerk, for the purchase of necessary right of way and easements to improve the intersection of Apache Road and Southern Avenue; and authorizing the City Manager to execute and deliver, on behalf of the City, said Contract and all documents related to an escrow transaction for the acquisition of such real property.**

Staff Liaison: Rhiannon Zuleger, Right of Way Agent

Council approved the Real Estate Purchase Contract (Right of Way) between the City of Buckeye, an Arizona municipal corporation, and Triple G Farms, an Arizona general partnership, in substantially the form and substance as on file with the City Clerk, for the purchase of necessary right of way and easements to improve the intersection of Apache Road and Southern Avenue; and authorizing the City Manager to execute and deliver, on behalf of the City, said Contract and all documents related to an escrow transaction for the acquisition of such real property.

- *6.E Council to take action on the Right of Entry Agreement between the City of Buckeye, an Arizona municipal corporation, and Forestar (USA) Real Estate Group, Inc., a Delaware corporation, allowing the City and its contractors use in obtaining temporary, non-exclusive access to the Farallon property owned by DR Horton; and authorizing the Mayor or City Manager to execute and deliver the Right of Entry Agreement on behalf of the City.**

Staff Liaison: Alisha Solano, Water Resources Director; Scott Zipprich, City Engineer

Council approved the Right of Entry Agreement between the City of Buckeye, an Arizona municipal corporation, and Forestar (USA) Real Estate Group, Inc., a Delaware corporation, allowing the City and its contractors use in obtaining temporary, non-exclusive access to the Farallon property owned by DR Horton; and authorizing the Mayor or City Manager to execute and deliver the Right of Entry Agreement on behalf of the City.

7. Public Hearings / Non-Consent - New Business

- 7.A Council to hold a public hearing only regarding a Blank Annexation Petition requesting to annex four parcels consisting of approximately 118.15 acres from Maricopa County to the City of Buckeye located at the northwest corner of West Baseline Road and South 263rd Avenue.**

Staff Liaison: Hobart Wingard, Principal Planner

Mr. Wingard provided an overview of the annexation; Stephen Anderson of Gammage & Burnham on behalf of Buckeye 270 LLC is requesting annexation of four parcels of land for a project known as Ten/85. The subject property is approximately 118.15 acres located on the northwest corner of West Baseline Road and South 263rd Avenue; vicinity maps were displayed. The annexation is being requested with the intent of rezoning and developing office/warehousing facilities. This annexation meets the requirements as outlined in A.R.S. § 9-471. Annexations require consideration at two City Council public hearings. This meeting, the first of two, is for the purpose of holding a public hearing to allow stakeholders the opportunity to comment on the request. The proposed annexation will return to City Council on May 3, 2022 for consideration of approval by ordinance. Mayor Orsborn opened a public hearing at 6:51 p.m. to hear citizen input regarding the annexation. Kristi Bencomo presented statements and concerns related to the proposed annexation. There being no further comment, Mayor Orsborn closed the public hearing at 6:56 p.m.

7.B Council to take action on Ordinance No. 06-22 declaring the document entitled "PLZM-19-00043 - Airport Overlay District" as a public record; adopting "PLZM-19-00043 - Airport Overlay District" by reference; amending Buckeye City Code Chapter 7, Article 2, Section 2.7 to establish an Airport Overlay District; providing for the repeal of conflicting ordinances; providing for severability; and providing for penalties.

Staff Liaison: Hobart Wingard, Principal Planner

Mr. Wingard presented an overview of Ordinance No. 06-22; Buckeye is anticipating exciting growth on and around the Buckeye Municipal Airport. Currently, an Airport Master Plan, a Specific Area Plan for the Buckeye Airport Activity Center, and the subject Airport Overlay District are proceeding concurrently. The Airport Overlay District is established to enhance economic opportunities, streamline review and approval procedures, and provide aviation specific development standards within the overlay area. Vicinity maps were displayed; the Planning and Zoning Commission and staff recommend approval. Councilmember Hess requested clarification regarding overlay boundaries. Mr. Wingard stated the overlay boundaries, which are subject to change and possible amendments, are Yuma Road, Palo Verde Road, Ellwood Street alignment, and Bruner Road. Councilmember Guy and Councilmember Youngker requested further information regarding extension of the overlay boundaries. Mr. Wingard confirmed rezoning of properties not within the City or not owned by the City is not allowed. Mayor Orsborn presented statements regarding the overlay district and how it will impact the City's Airport and surrounding growth. A motion was made by Vice Mayor Heustis and seconded by Councilmember Hess to adopt Ordinance No. 06-22 declaring the document entitled "PLZM-19-00043 - Airport Overlay District" as a public record; adopting "PLZM-19-00043 - Airport Overlay District" by reference; amending Buckeye City Code Chapter 7, Article 2, Section 2.7 to establish an Airport Overlay District; providing for the repeal of conflicting ordinances; providing for severability; and providing for penalties. Motion passed unanimously.

7.C Council to take action on Ordinance No. 08-22 amending the Buckeye City Code, Chapter 5 Municipal Court Regulations, Article 5-4 Court Fees, Section 5-4-1 Court Enhancement Fee to establish a new or increased Court Enhancement Fee; providing for the repeal of conflicting provisions; and providing for severability.

Staff Liaison: Johnny Tse, Court Administrator

Judge Burkholder opened the presentation and provided an overview of the request to amend Municipal Court Regulations related to the Court Enhancement Fee; current fees and proposed fees were listed and reviewed. The per charge proposed fee provides for better customer service because it simplifies the fees being charged and reduces confusion. Court Enhancement Fee uses were reviewed. Councilmember HagEstad requested further clarification regarding collection and uses of the Court Enhancement Fee; stated his position with regard to increased fees and taxes. Judge Burkholder stated the funds may be used to implement mandated programs and security enhancements; provided further information regarding past uses of the funds; confirmed there is approximately \$300,000 currently in the fund; stated the Court will at some point need to renovate the courthouse and fees collected may be used for those renovations. Mr. Cotterman stated funds for courthouse renovations may be approved in future years during annual the budget process using General Funds. General discussion was held regarding allowed use of the funds and the request to assess a per charge fee as opposed to a fee per case. Mr. Kauppi confirmed the City has a policy of maintaining 25 percent of operating costs in contingency funds. Judge Burkholder confirmed staff is not requesting an increase in fees because the needs of the court are not being met by the use of other funding sources, including the general fund. Councilmember Guy requested further clarification regarding the fees. Judge Burkholder clarified the City's fee and the required surcharge mandated by the state. Councilmember Hess requested further information regarding court funds. Mr. Kauppi clarified the court is not funded by an enterprise fund; the court enhancement fee is a dedicated revenue source that may only be used for specific services, and the funds are therefore managed separately; stated the 25 percent contingency policy relates specifically to the general fund, which funds the court. Judge Burkholder

confirmed that maintaining the current \$10 fee but assessing it per charge will result in ease of processing or staff and more understanding of the fees assessed by the public, but it will not generate as much revenue as the proposed \$20 per charge fee. A motion was made by Vice Mayor Heustis and seconded by Councilmember Goodman to adopt Ordinance No. 08-22 amending the Buckeye City Code, Chapter 5 Municipal Court Regulations, Article 5-4 Court Fees, Section 5-4-1 Court Enhancement Fee to establish a new or increased Court Enhancement Fee; providing for the repeal of conflicting provisions; and providing for severability. A roll call vote reflected Councilmember Goodman, Vice Mayor Heustis, and Mayor Orsborn voted aye; Councilmember HagEstad, Councilmember Guy, Councilmember Hess, and Councilmember Youngker voted nay; motion failed. A motion was made by Councilmember Guy and seconded by Councilmember Youngker to adopt Ordinance No. 08-22 amending the Buckeye City Code, Chapter 5 Municipal Court Regulations, Article 5-4 Court Fees, Section 5-4-1 Court Enhancement Fee to establish a new or increased Court Enhancement Fee; providing for the repeal of conflicting provisions; and providing for severability; *and to amend the current \$10 court enhancement fee to be assessed per charge*. A roll call vote reflected Councilmember Youngker, Councilmember HagEstad, Councilmember Goodman, Councilmember Guy, Vice Mayor Heustis, and Mayor Orsborn voted aye; Councilmember Hess voted nay; motion carried.

7.D Council to receive a presentation only by auditor Heinfeld, Meech, & Co. PC. on the Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2021 as required by A.R.S. §9-481.

Staff Liaison: William Kauppi, Chief Financial Officer

Certified Public Accountant Jill Shaw with Heinfeld, Meech & Co. PC provided Council with an Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2021; audit results were reviewed. Councilmember Hess requested further information regarding the handling of identified weaknesses. Mr. Kauppi stated the identified weaknesses related to the management of fixed assets; the City recently began using the fixed assets module within the Tyler Enterprise Resource Planning (ERP) program and will no longer maintain that information in a separate manual entry program. Councilmember Goodman requested further clarification regarding correcting identified weaknesses. Mr. Kauppi confirmed staff has already taken measures to correct identified weaknesses. No action was taken.

8. Comments from the Mayor and Council

Councilmember Youngker: no comment.

Councilmember Hagestad: no comment.

Councilmember Goodman: provided a boards and commissions update; presented statements regarding a public safety promotion and swearing in ceremony he recently attended and thanked public safety and congratulated staff.

Vice Mayor Heustis: no comment.

Councilmember Guy: no comment.

Councilmember Hess: congratulated public safety staff recently sworn in and/or promoted; invited residents and staff to upcoming events in the City.

Mayor Orsborn: invited residents and staff to the upcoming Bike with the Mayor event; presented statements related to a recent ribbon cutting event; stated he is excited to see all the growth in the City.

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

Mr. Cotterman presented a brief summary of current events.

10. Council will make a motion to adjourn the meeting

A motion was made by Vice Mayor Heustis and seconded by Councilmember Hess to adjourn the meeting at 8:06 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 April 5, 2022. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk

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

MEETING DATE: 05/03/22	AGENDA ITEM: 5.A. City Expenditures
DATE PREPARED: 04/28/22	DISTRICT NO.: All
STAFF LIAISON: William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161	
DEPARTMENT: Financial Services	AGENDA ITEM TYPE: Expenditures

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

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

SUMMARY

PROJECT DESCRIPTION:

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

BUDGETED:

Yes

FISCAL YEAR:

FY2021-22

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

ATTACHMENTS:

[Expenditures 03232022-04132022.pdf](#)

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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
140656 03/23/2022 PRTD 5566 ACRO SERVICE CORPORATION 1663263 727.75 10002121 520012	02/27/2022	22200404	032322AP	727.75
	Contract Labor			
ACRO SERVICE CORPORATION 1663264 727.75 10002121 520012	02/27/2022	22200874	032322AP	727.75
	Contract Labor			
ACRO SERVICE CORPORATION 1671168 727.75 10002121 520012	03/06/2022	22200404	032322AP	727.75
	Contract Labor			
ACRO SERVICE CORPORATION 1671169 727.75 10002121 520012	03/06/2022	22200874	032322AP	727.75
	Contract Labor			
ACRO SERVICE CORPORATION 1655688 727.75 10002121 520012	02/20/2022	22200874	032322AP	727.75
	Contract Labor			
ACRO SERVICE CORPORATION 1647225 371.60 40003210 520012	02/13/2022	22200363	032322AP	743.20
371.60 40013220 520012	Contract Labor			
	Contract Labor			
ACRO SERVICE CORPORATION 1663262 348.37 40003210 520012	02/27/2022	22200363	032322AP	696.75
348.38 40013220 520012	Contract Labor			
	Contract Labor			
ACRO SERVICE CORPORATION 1671167 357.67 40003210 520012	03/06/2022	22200363	032322AP	715.33
357.66 40013220 520012	Contract Labor			
	Contract Labor			
	CHECK	140656	TOTAL:	5,794.03
140657 03/23/2022 PRTD 1103 AQUATIC ENVIRONMENTAL SYSTEMS IN51290 3,109.93 10003172 521540	03/14/2022	22200175	032322AP	3,109.93
	Chemicals			
	CHECK	140657	TOTAL:	3,109.93
140658 03/23/2022 PRTD 1104 ARAMARK UNIFORM & CAREER APPAREL 473000363334 390.27 40003210 521922	02/17/2022	22200362	032322AP	683.49
293.22 40013220 521922	Uniforms			
	Uniforms			
ARAMARK UNIFORM & CAREER APPAREL 473000366562 390.27 40003210 521922	02/24/2022	22200362	032322AP	683.49
293.22 40013220 521922	Uniforms			
	Uniforms			
ARAMARK UNIFORM & CAREER APPAREL 473000369287 383.01 40003210 521922	03/03/2022	22200362	032322AP	680.38
297.37 40013220 521922	Uniforms			
	Uniforms			
ARAMARK UNIFORM & CAREER APPAREL 473000372274 418.48 40003210 521922	03/10/2022	22200362	032322AP	717.57
299.09 40013220 521922	Uniforms			
	Uniforms			

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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				INVOICE	INV DATE	PO	CHECK	NET
					CHECK	140658	TOTAL:	2,764.93
140659	03/23/2022	PRTD	6626 LAND ADVISORS ORGANIZATION	2022-1011-AZ 341.25 10001187 520037	03/02/2022	22200197	032322AP Professional Services General	341.25
					CHECK	140659	TOTAL:	341.25
140660	03/23/2022	PRTD	7045 ARMSCOR CARTRIDGE INC	14788 6,675.00 10002121 521900	02/28/2022	22201162	032322AP Ammunition	6,675.00
					CHECK	140660	TOTAL:	6,675.00
140661	03/23/2022	PRTD	6679 ARRINGTON WATKINS ARCHITECTS, LLC	2020549 107,478.00 50212140 543122	02/28/2022	22200618	032322AP Blue Horizons Fire Station	107,478.00
					CHECK	140661	TOTAL:	107,478.00
140662	03/23/2022	PRTD	1142 ASCENT AVIATION GROUP INC	820320 32,444.74 40103200 522505	02/10/2022	22200540	032322AP Airport Fuel for Resale	32,444.74
					CHECK	140662	TOTAL:	32,444.74
140663	03/23/2022	PRTD	6665 ASPIN/MOHAVE	22B03145 2,084.06 35754150 521502	03/01/2022	22200829	032322AP Program Supplies/Equipment	2,084.06
			ASPIN/MOHAVE	22B04386 1,913.45 35754150 521502	03/16/2022	22200829	032322AP Program Supplies/Equipment	1,913.45
			ASPIN/MOHAVE	22B04627 2,116.35 35754150 521502	03/23/2022	22200829	032322AP Program Supplies/Equipment	2,116.35
					CHECK	140663	TOTAL:	6,113.86
140664	03/23/2022	PRTD	1151 ARIZONA 811	2022-AM0202 1,216.13 40003350 521514	02/28/2022	22200687	032322AP Water Distrib System R&M	1,216.13
					CHECK	140664	TOTAL:	1,216.13
140665	03/23/2022	PRTD	1162 ARIZONA DEPARTMENT WATER RESOURCE FY22 58-115883.0005	03/14/2022 237.25 40003228 526024			032322AP Purchased Water	237.25
			ARIZONA DEPARTMENT WATER RESOURCE FY22 56-002288.0000	03/14/2022 864.11 40003228 526024			032322AP Purchased Water	864.11
			ARIZONA DEPARTMENT WATER RESOURCE FY22 58-113272.0003	03/14/2022			032322AP	690.85

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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				INVOICE	INV DATE	PO	CHECK	NET
				690.85 40003228 526024	Purchased Water			
			ARIZONA DEPARTMENT WATER RESOURCE FY22 56-002006.0001 03/14/2022				032322AP	30,297.66
			30,297.66 40003228 526024	Purchased Water				
			ARIZONA DEPARTMENT WATER RESOURCE FY22 56-002756.0000 03/14/2022				032322AP	63.83
			63.83 40003228 526024	Purchased Water				
				CHECK	140665	TOTAL:		32,153.70
140666	03/23/2022	PRTD	1165 ARIZONA GLOVE & SAFETY	7563821	02/23/2022	22200679	032322AP	1,853.95
			1,853.95 40013231 522152	Safety Equipment				
				CHECK	140666	TOTAL:		1,853.95
140667	03/23/2022	PRTD	1193 BAKER & TAYLOR	2036529397	02/24/2022	22200156	032322AP	125.72
			125.72 10004151 521550	Library Materials				
			BAKER & TAYLOR	2036528134	02/23/2022	22200156	032322AP	56.32
			56.32 10004151 521550	Library Materials				
			BAKER & TAYLOR	2036528136	02/23/2022	22200156	032322AP	88.58
			88.58 10004151 521550	Library Materials				
			BAKER & TAYLOR	2036528137	02/23/2022	22200156	032322AP	24.44
			24.44 10004151 521550	Library Materials				
			BAKER & TAYLOR	2036528138	02/23/2022	22200156	032322AP	13.79
			13.79 10004151 521550	Library Materials				
			BAKER & TAYLOR	2036528139	02/23/2022	22200156	032322AP	19.19
			19.19 10004151 521550	Library Materials				
			BAKER & TAYLOR	2036528140	02/23/2022	22200156	032322AP	19.19
			19.19 10004151 521550	Library Materials				
			BAKER & TAYLOR	2036528141	02/23/2022	22200156	032322AP	59.13
			59.13 10004151 521550	Library Materials				
			BAKER & TAYLOR	2036528142	02/23/2022	22200156	032322AP	66.35
			66.35 10004151 521550	Library Materials				
			BAKER & TAYLOR	2036528144	02/23/2022	22200156	032322AP	257.37
			257.37 10004151 521550	Library Materials				
				CHECK	140667	TOTAL:		730.08

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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
140668 03/23/2022 PRD 5131 BANNER ESTRELLA MED CENTER 2,825.30 10002140 522153	03/06/2022 03/06/2022 22200093	032322AP	2,825.30	
Medical Supplies				
CHECK 140668 TOTAL:			2,825.30	
140669 03/23/2022 PRD 6936 BEKA HOLDINGS, LLC 2,900.00 10002121 521510	03/08/2022 22201197	032322AP	2,900.00	
Postage and Freight				
BEKA HOLDINGS, LLC 1,900.00 10002121 521510	03/07/2022 22201190	032322AP	1,900.00	
Postage and Freight				
CHECK 140669 TOTAL:			4,800.00	
140670 03/23/2022 PRD 5325 BIBLIOTHECA, LLC 4,216.82 10004151 520525	INV-US52210 03/04/2022 22201075	032322AP	4,216.82	
Hardware Maintenance				
CHECK 140670 TOTAL:			4,216.82	
140671 03/23/2022 PRD 6624 FRESH AIRE 54.00 10004160 521534	05-22963 03/15/2022 22200077	032322AP	54.00	
Program Supplies Gen Rec				
CHECK 140671 TOTAL:			54.00	
140672 03/23/2022 PRD 1248 BUCKEYE VALLEY CHAMBER OF COMMERC 5,000.00 10001187 520038	11215 03/16/2022 22200125	032322AP	5,000.00	
Contributions to Civic Orgs				
CHECK 140672 TOTAL:			5,000.00	
140673 03/23/2022 PRD 1257 BUSTAMANTE & KUFFNER PC 13,000.00 10001108 520021	February 2022 02/28/2022 22200137	032322AP	13,000.00	
City Prosecutor				
CHECK 140673 TOTAL:			13,000.00	
140674 03/23/2022 PRD 3107 CALMAT CO 692.97 38103202 520502	80939821 03/11/2022 22200336	032322AP	692.97	
Street Overlay R & M				
CALMAT CO 454.35 38103202 520502	80935605 02/28/2022 22200336	032322AP	454.35	
Street Overlay R & M				
CHECK 140674 TOTAL:			1,147.32	
140675 03/23/2022 PRD 1274 CALVERT OIL COMPANY 200.40 40013220 522507	151761 03/10/2022	032322AP	200.40	
Vehicle Fuel				

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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				INVOICE	INV DATE	PO	CHECK	NET
			CALVERT OIL COMPANY	151765	03/10/2022		032322AP	177.77
		177.77	40013231 521512		Parts/Materials			
					CHECK	140675	TOTAL:	378.17
140676	03/23/2022	PRTD	1279 CANON SOLUTIONS AMERICA, INC	76332	03/14/2022	22200192	032322AP	362.30
			362.30 10005185 520525		Hardware Maintenance			
					CHECK	140676	TOTAL:	362.30
140677	03/23/2022	PRTD	5629 CARDNO, INC.	531537	03/09/2022	22200595	032322AP	1,900.00
			1,900.00 10005185 520037		Professional Services General			
			CARDNO, INC.	530928	12/08/2021	22200595	032322AP	7,250.00
			7,250.00 10005185 520037		Professional Services General			
					CHECK	140677	TOTAL:	9,150.00
140678	03/23/2022	PRTD	5092 CAROLLO ENGINEERS, INC	FB18107	12/20/2021	22100660	032322AP	4,191.33
			4,191.33 40001113 543104		Drill well #13			
			CAROLLO ENGINEERS, INC	FB21173	03/15/2022	22100660	032322AP	15,119.84
			15,119.84 40001113 543104		Drill well #13			
			CAROLLO ENGINEERS, INC	FB21288	03/16/2022	22201203	032322AP	25,781.50
			25,781.50 40003210 520006		Engineering Services			
			CAROLLO ENGINEERS, INC	FB20168	02/15/2022	22201203	032322AP	1,132.25
			1,132.25 40003210 520006		Engineering Services			
					CHECK	140678	TOTAL:	46,224.92
140679	03/23/2022	PRTD	5029 CDW GOVERNMENT LLC	S948357	03/03/2022	22201144	032322AP	1,944.79
			1,944.79 10001189 520030		Software Maintenance			
					CHECK	140679	TOTAL:	1,944.79
140680	03/23/2022	PRTD	1299 CINTAS CORPORATION NO.2 - LOC D53	0D53188646	02/14/2022	22200995	032322AP	871.20
			871.20 40003216 520585		Treatment Plant O&M			
					CHECK	140680	TOTAL:	871.20
140681	03/23/2022	PRTD	3021 CINTAS CORPORATION NO 3	4113069576	03/10/2022	22200171	032322AP	78.32
			78.32 10003171 521922		Uniforms			

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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						CHECK	140681	TOTAL:	78.32
140682	03/23/2022	PRTD	1331	COURTESY CHEVROLET	1089642	03/02/2022	22200464	032322AP	41,170.61
				41,170.61 10002121 541210		Automobiles			
				COURTESY CHEVROLET	1089795	03/02/2022	22200464	032322AP	41,170.61
				41,170.61 10002121 541210		Automobiles			
						CHECK	140682	TOTAL:	82,341.22
140683	03/23/2022	PRTD	1331	COURTESY CHEVROLET	32411	02/11/2022	22101145	032322AP	37,607.84
				37,607.84 35732121 523124		GOHS-Prop 207 Fund			
						CHECK	140683	TOTAL:	37,607.84
140684	03/23/2022	PRTD	6754	CRISIS PREPARATION AND RECOVERY	67371	01/31/2022	22200889	032322AP	10,218.58
				10,218.58 10002121 520012		Contract Labor			
				CRISIS PREPARATION AND RECOVERY	67372	02/28/2022	22200889	032322AP	10,218.58
				10,218.58 10002121 520012		Contract Labor			
						CHECK	140684	TOTAL:	20,437.16
140685	03/23/2022	PRTD	5295	DELL MARKETING L.P.	10569099537	03/16/2022	22201151	032322AP	1,483.53
				1,483.53 10001192 521523		Equipment <\$5,000			
				DELL MARKETING L.P.	10569277526	03/17/2022	22201167	032322AP	2,124.04
				2,124.04 10001192 521523		Equipment <\$5,000			
				DELL MARKETING L.P.	10569531993	03/18/2022	22200907	032322AP	24,311.81
				17,029.40 10001192 521523		Equipment <\$5,000			
				7,282.41 10005180 521521		IT Equipment <\$5000			
				DELL MARKETING L.P.	10570454220	03/21/2022	22201145	032322AP	3,869.19
				3,869.19 10001192 521523		Equipment <\$5,000			
						CHECK	140685	TOTAL:	31,788.57
140686	03/23/2022	PRTD	1367	DIBBLE & ASSOCIATES CONSULTING EN	1017076.04-24	05/15/2020		032322AP	5,000.00
				5,000.00 40003210 520037		Professional Services General			
				DIBBLE & ASSOCIATES CONSULTING EN	1018029.01-1	02/08/2022	22201223	032322AP	9,397.60
				9,397.60 40113201 520037		Professional Services General			
				DIBBLE & ASSOCIATES CONSULTING EN	1018029.01-2	03/07/2022	22201223	032322AP	56,236.40
				56,236.40 40113201 520037		Professional Services General			

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				INVOICE	INV DATE	PO	CHECK	NET
				DIBBLE & ASSOCIATES CONSULTING EN 1019064.05-1 3,852.00 50214150 543063	02/07/2022	22200866	032322AP	3,852.00
					Gila River Restoration			
					CHECK	140686	TOTAL:	74,486.00
140687	03/23/2022	PRTD	1388 E-Z TOWING & RECOVERY LLC 291.25 10002121 520033	22-0307-7338	03/07/2022	22200321	032322AP	291.25
					Vehicle Towing			
					CHECK	140687	TOTAL:	291.25
140688	03/23/2022	PRTD	7025 ENTERPRISE NETWORKS SOLUTIONS 3,930.14 10001192 521523	INV11998	03/08/2022	22201134	032322AP	3,930.14
					Equipment <\$5,000			
					CHECK	140688	TOTAL:	3,930.14
140689	03/23/2022	PRTD	6814 ENVIRONMENTAL PLANNING GROUP, LLC 1,760.07 50214150 543060	TG46335	03/11/2022	22100895	032322AP	1,760.07
					BLM Land Miller/TonopSalomeHwy			
					CHECK	140689	TOTAL:	1,760.07
140690	03/23/2022	PRTD	1414 EWING IRRIGATION PRODUCTS INC 159.20 10004155 520586	16313174	03/21/2022	22200057	032322AP	159.20
					Irrigation Systems Parts/Mater			
				EWING IRRIGATION PRODUCTS INC 684.16 10004155 520586	16286336	03/17/2022	22200057	684.16
					Irrigation Systems Parts/Mater			
					CHECK	140690	TOTAL:	843.36
140691	03/23/2022	PRTD	1414 EWING IRRIGATION PRODUCTS INC 211.14 10004155 520586	16234332	03/09/2022	22200057	032322AP	211.14
					Irrigation Systems Parts/Mater			
					CHECK	140691	TOTAL:	211.14
140692	03/23/2022	PRTD	5751 EXECUPUNDIT CONSULTING, LLC 202.50 10005185 526110	BUCENG02031022	03/10/2022	22200397	032322AP	202.50
					Conference and Seminars			
					CHECK	140692	TOTAL:	202.50
140693	03/23/2022	PRTD	1431 FELIX CONSTRUCTION COMPANY 125,558.76 40011113 543050	1934.05-01	03/11/2022	22200833	032322AP	125,558.76
					SWRF Improvements			
					CHECK	140693	TOTAL:	125,558.76

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INVOICE	INV DATE	PO	CHECK	NET
140694 03/23/2022 PRD 1440 FLEETPRIDE, INC	93177414	02/17/2022 22200301	032322AP	126.69
23.92 10003171 522155	Operational Supplies			
58.92 38103202 521508	Automotive Expenses			
43.85 40003210 521508	Automotive Expenses			
FLEETPRIDE, INC	92709596	02/10/2022 22200301	032322AP	103.67
103.67 10003171 522155	Operational Supplies			
FLEETPRIDE, INC	92798389	02/11/2022 22200301	032322AP	18.02
18.02 38103202 521508	Automotive Expenses			
FLEETPRIDE, INC	92267070	02/03/2022 22200301	032322AP	26.07
26.07 10003171 522155	Operational Supplies			
FLEETPRIDE, INC	92263711	02/03/2022 22200301	032322AP	114.58
74.61 10003171 522155	Operational Supplies			
39.97 38103202 521508	Automotive Expenses			
FLEETPRIDE, INC	92403827	02/06/2022 22200301	032322AP	19.55
19.55 10003171 522155	Operational Supplies			
CHECK	140694 TOTAL:			408.58
140695 03/23/2022 PRD 5939 FORTILINE, INC	5576803	03/08/2022 22201113	032322AP	2,672.56
2,672.56 40013221 520540	Wastewater Plant R & M			
FORTILINE, INC	5589113	03/09/2022 22200401	032322AP	4,864.42
4,864.42 40003350 520574	Fire Hydrant Maint/Replacement			
CHECK	140695 TOTAL:			7,536.98
140696 03/23/2022 PRD 5719 FREIGHTLINER OF ARIZONA, LLC	XA310503305:01	02/02/2022 22200064	032322AP	620.86
620.86 10002140 522150	Personal Protective Equipment			
FREIGHTLINER OF ARIZONA, LLC	XA310506624:01	02/08/2022 22200064	032322AP	2,203.20
2,203.20 10002140 522150	Personal Protective Equipment			
CHECK	140696 TOTAL:			2,824.06
140697 03/23/2022 PRD 1459 FRIGID FLUID COMPANY	266196	03/06/2022 22200144	032322AP	1,186.93
1,186.93 50012140 522155	Operational Supplies			
CHECK	140697 TOTAL:			1,186.93
140698 03/23/2022 PRD 5996 GCON INC	215015-01	03/07/2022 22200803	032322AP	6,303.78
6,303.78 10003172 540040	Buildings Improvement			

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				CHECK	140698	TOTAL:	6,303.78
140699	03/23/2022	PRTD	5421 GOSERCO, INC	11612 6,719.81 10002121 520030	03/07/2022 22201093 032322AP Software Maintenance		6,719.81
				CHECK	140699	TOTAL:	6,719.81
140700	03/23/2022	PRTD	1486 GRAYBAR	9325765920 150.00 40003231 521512	03/01/2022 22201163 032322AP Parts/Materials		150.00
			GRAYBAR	9325952926 1,212.93 40003231 521512 1,350.03 40013231 521512	03/14/2022 22201163 032322AP Parts/Materials Parts/Materials		2,562.96
			GRAYBAR	9326036979 2,202.38 50212121 543143	03/18/2022 22201191 032322AP Police Training Center		2,202.38
			GRAYBAR	9326057126 867.18 50212121 543143	03/21/2022 22201191 032322AP Police Training Center		867.18
				CHECK	140700	TOTAL:	5,782.52
140701	03/23/2022	PRTD	1489 GUST ROSENFELD P.L.C.	389037 4,021.37 50213170 543072	03/15/2022 Apache & Southern TS	032322AP	4,021.37
			GUST ROSENFELD P.L.C.	389036 165.75 50213170 543067	03/15/2022 Miller & Broadway TS	032322AP	165.75
			GUST ROSENFELD P.L.C.	389160 6,490.58 40003210 543028	03/15/2022 Jackie A Meck Wtr Campus/BRWC	032322AP	6,490.58
			GUST ROSENFELD P.L.C.	389039 141.10 50213170 543137	03/15/2022 Miller Rd Exp-Durango-LBuckeye	032322AP	141.10
				CHECK	140701	TOTAL:	10,818.80
140702	03/23/2022	PRTD	6154 H&E EQUIPMENT SERVICES	96394320 1,816.62 30584160 521502	03/01/2022 22201142 032322AP Program Supplies/Equipment		1,816.62
				CHECK	140702	TOTAL:	1,816.62
140703	03/23/2022	PRTD	5180 HDR ENGINEERING, INC	1200417580A 10,790.50 10005185 520006	03/21/2022 22200344 032322AP Engineering Services		10,790.50
			HDR ENGINEERING, INC	1200417580B 2,933.75 10005185 520006	03/21/2022 22201076 032322AP Engineering Services		2,933.75

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				INVOICE	INV DATE	PO	CHECK	NET
					CHECK	140703	TOTAL:	13,724.25
140704	03/23/2022	PRTD	1509 HENRY SCHEIN INC	17395161	02/24/2022	22200250	032322AP	295.06
			295.06 10002140 522153		Medical Supplies			
			HENRY SCHEIN INC	17701161	03/03/2022	22200250	032322AP	278.61
			278.61 10002140 522153		Medical Supplies			
			HENRY SCHEIN INC	17633348	03/04/2022	22200250	032322AP	615.23
			615.23 10002140 522153		Medical Supplies			
			HENRY SCHEIN INC	17633347	03/02/2022	22200250	032322AP	906.47
			906.47 10002140 522153		Medical Supplies			
					CHECK	140704	TOTAL:	2,095.37
140705	03/23/2022	PRTD	1513 HILL BROTHERS CHEMICAL COMPANY	07124844	03/01/2022	22200133	032322AP	234.58
			234.58 40003215 521540		Chemicals			
			HILL BROTHERS CHEMICAL COMPANY	07124846	03/01/2022	22200133	032322AP	215.03
			215.03 40003214 521540		Chemicals			
			HILL BROTHERS CHEMICAL COMPANY	07124848	03/01/2022	22200133	032322AP	488.70
			488.70 40003218 521540		Chemicals			
			HILL BROTHERS CHEMICAL COMPANY	07124857	03/01/2022	22200133	032322AP	390.96
			390.96 40003213 521540		Chemicals			
			HILL BROTHERS CHEMICAL COMPANY	07124860	03/01/2022	22200133	032322AP	390.96
			390.96 40003216 521540		Chemicals			
			HILL BROTHERS CHEMICAL COMPANY	07125826	03/14/2022	22200584	032322AP	3,404.61
			3,404.61 40013225 521540		Chemicals			
			HILL BROTHERS CHEMICAL COMPANY	07126370	03/16/2022	22200133	032322AP	195.48
			195.48 40003214 521540		Chemicals			
					CHECK	140705	TOTAL:	5,320.32
140706	03/23/2022	PRTD	5622 HORIZON DISTRIBUTION, INC	1H203942	02/24/2022	22201129	032322AP	3,394.45
			3,394.45 10004155 521523		Equipment <\$5,000			
					CHECK	140706	TOTAL:	3,394.45
140707	03/23/2022	PRTD	1521 HORIZON TOWER LIMITED, LLC	FR-030122	03/01/2022	22200245	032322AP	2,987.83
			2,987.83 10002121 521505		Equipment Rental			

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					CHECK	140707 TOTAL:	2,987.83
140708	03/23/2022	PRTD	1449 FORMS MANAGEMENT SERVICES	116152	03/04/2022	22200255 032322AP	1,715.88
			531.92 40003230 520037			Professional Services General	
			531.92 40013230 520037			Professional Services General	
			652.04 40053230 520037			Professional Services General	
					CHECK	140708 TOTAL:	1,715.88
140709	03/23/2022	PRTD	1558 INSIGHT PUBLIC SECTOR INC	1100923219	03/14/2022	22200987 032322AP	1,265.89
			1,265.89 10001192 521523			Equipment <\$5,000	
					CHECK	140709 TOTAL:	1,265.89
140710	03/23/2022	PRTD	5365 INTERWEST SAFETY SUPPLY LLC	64142	11/10/2021	22200622 032322AP	7,987.16
			7,987.16 38103202 521715			Signs & Markings	
					CHECK	140710 TOTAL:	7,987.16
140711	03/23/2022	PRTD	3051 JOHNSON CONTROLS INC	1-115862819032	03/08/2022	22200096 032322AP	451.00
			451.00 40003214 520577			Reservoir/Booster Maint/Repair	
					CHECK	140711 TOTAL:	451.00
140712	03/23/2022	PRTD	1596 LSH LIGHTS	SI202339	01/13/2022	22101098 032322AP	1,027.15
			1,027.15 10005180 541210			Automobiles	
					CHECK	140712 TOTAL:	1,027.15
140713	03/23/2022	PRTD	5952 KIEWIT/HAYDON, A JOINT VENTURE	2202280019	02/23/2022	22000059 032322AP	29,102.30
			29,102.30 40003210 543028			Jackie A Meck Wtr Campus/BRWC	
			KIEWIT/HAYDON, A JOINT VENTURE	2202CR0029C	03/07/2022	22000059 032322AP	32,615.00
			32,615.00 40003210 543028			Jackie A Meck Wtr Campus/BRWC	
					CHECK	140713 TOTAL:	61,717.30
140714	03/23/2022	PRTD	5666 KIMLEY-HORN AND ASSOCIATES, INC.	20826169	02/28/2022	22200974 032322AP	34,253.82
			34,253.82 40001113 543154			Reach Line Connection JMWC	
			KIMLEY-HORN AND ASSOCIATES, INC.	20159683	11/30/2021	22100847 032322AP	2,850.00
			2,850.00 50212121 543053			Comm Tower, ParkNRide	

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	CASH IN BANK	CHECKING	INVOICE	INV DATE	PO	CHECK	NET
							CHECK	140714	TOTAL:	37,103.82
140715	03/23/2022	PRTD	1605 LAYER 8, LLC		1663		01/01/2022	22200111	032322AP	3,223.00
				3,223.00	10001189	520018	General Contractual Services			
							CHECK	140715	TOTAL:	3,223.00
140716	03/23/2022	PRTD	6190 LEGEND TECHNICAL SERVICES, INC.		2203269		02/28/2022	22200425	032322AP	4,576.00
				4,576.00	40003227	520049	Laboratory Fees			
							CHECK	140716	TOTAL:	4,576.00
140717	03/23/2022	PRTD	6701 LEXISNEXIS COPLOGIC SOLUTIONS INC		808169-20220228		02/28/2022	22200556	032322AP	1,437.30
				1,437.30	10002121	526121	On-line Subscriptions			
							CHECK	140717	TOTAL:	1,437.30
140718	03/23/2022	PRTD	6896 LIGHTDAY SOLAR INC.		2021036-04		03/18/2022	22200474	032322AP	149,904.00
				149,904.00	50211000	543080	Emergency Backup Generators			
							CHECK	140718	TOTAL:	149,904.00
140719	03/23/2022	PRTD	6392 LITCHFIELD TACTICAL, LLC		20220310002		03/10/2022	22200045	032322AP	1,385.00
				1,385.00	10002121	520029	Pre-Employment Testing			
			LITCHFIELD TACTICAL, LLC		20220310001		03/10/2022	22200955	032322AP	2,400.00
				2,400.00	10002121	520012	Contract Labor			
							CHECK	140719	TOTAL:	3,785.00
140720	03/23/2022	PRTD	1621 LOGICALIS, INC		IN206144		03/14/2022	22201188	032322AP	4,475.40
				4,475.40	10001192	521523	Equipment <\$5,000			
							CHECK	140720	TOTAL:	4,475.40
140721	03/23/2022	PRTD	1622 LOOMIS		12951022		01/31/2022	22200249	032322AP	1,625.40
				406.35	10001110	520053	Armored Car Services			
				406.35	40003230	520053	Armored Car Services			
				406.35	40013230	520053	Armored Car Services			
				406.35	40053230	520053	Armored Car Services			
			LOOMIS		12968611		02/28/2022	22200249	032322AP	1,644.83
				411.21	10001110	520053	Armored Car Services			
				411.21	40003230	520053	Armored Car Services			
				411.20	40013230	520053	Armored Car Services			

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				411.21	40053230	520053		Armored Car Services				
			LOOMIS		12953224			01/31/2022 22200041 032322AP				592.76
				592.76	10002120	520053		Armored Car Services				
			LOOMIS		12971093			02/28/2022 22200041 032322AP				599.42
				599.42	10002120	520053		Armored Car Services				
								CHECK 140721 TOTAL:				4,462.41
140722	03/23/2022	PRTD	5342 M & M PORTABLE TOILETS LLC		I11224			03/09/2022 22200100 032322AP				223.60
				223.60	40003218	520037		Professional Services General				
			M & M PORTABLE TOILETS LLC		i11107			03/08/2022 22200040 032322AP				125.70
				125.70	10002140	521505		Equipment Rental				
								CHECK 140722 TOTAL:				349.30
140723	03/23/2022	PRTD	5642 CERTAPRO PAINTERS OF THE WEST VAL		5102			03/09/2022 22200797 032322AP				32,905.00
				32,905.00	40103200	520018		General Contractual Services				
			CERTAPRO PAINTERS OF THE WEST VAL		5101			03/09/2022 22200796 032322AP				9,732.00
				9,732.00	40103200	520018		General Contractual Services				
								CHECK 140723 TOTAL:				42,637.00
140724	03/23/2022	PRTD	6064 HELENA AGRI-ENTERPRISES LLC		272954522			02/21/2022 22200288 032322AP				5,559.49
				5,559.49	10003172	520035		Landscaping Service				
			HELENA AGRI-ENTERPRISES LLC		272954609			03/15/2022 22200332 032322AP				4,836.65
				4,836.65	38103202	520035		Landscaping Service				
								CHECK 140724 TOTAL:				10,396.14
140725	03/23/2022	PRTD	6791 MGC CONTRACTORS, INC		22200275-9			03/21/2022 22200275 032322AP				275,875.80
				275,875.80	40001113	543042		waterline at Airport				
								CHECK 140725 TOTAL:				275,875.80
140726	03/23/2022	PRTD	5113 MICHAEL BAKER INTERNATIONAL, INC.		1142030			03/10/2022 22201072 032322AP				43,065.00
				43,065.00	10005185	520006		Engineering Services				
								CHECK 140726 TOTAL:				43,065.00

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140727	03/23/2022	PRTD	5741	MICHAEL WILSON KELLY-ARCHITECTS L	2020.05.06	03/22/2022	22201152	032322AP	1,690.00
				1,690.00 50214150 543121				Buckeye Vly Museum Facade Reno	
						CHECK	140727	TOTAL:	1,690.00
140728	03/23/2022	PRTD	6918	MIDWEST TAPE, LLC	501789442	03/07/2022	22200396	032322AP	341.19
				341.19 10004151 521550				Library Materials	
				MIDWEST TAPE, LLC	501755706	03/01/2022	22200396	032322AP	243.15
				243.15 10004151 521550				Library Materials	
						CHECK	140728	TOTAL:	584.34
140729	03/23/2022	PRTD	1203	MRW ENTERPRISES	234002	02/23/2022		032322AP	708.41
				708.41 31001115 541210				Automobiles	
						CHECK	140729	TOTAL:	708.41
140730	03/23/2022	PRTD	1686	MUNICIPAL CODE CORPORATION	00371210	03/22/2022	22200035	032322AP	1,493.00
				1,493.00 10001102 523055				Legal Printing and Advertising	
						CHECK	140730	TOTAL:	1,493.00
140731	03/23/2022	PRTD	1687	MUNICIPAL EMERGENCY SERVICES	IN1686782	03/10/2022	22201033	032322AP	10,793.48
				10,793.48 10002140 522150				Personal Protective Equipment	
						CHECK	140731	TOTAL:	10,793.48
140732	03/23/2022	PRTD	1689	MYERS TIRE SUPPLY DISTRIBUTION	23501810	02/09/2022	22200186	032322AP	67.52
				67.52 10003171 522155				Operational Supplies	
				MYERS TIRE SUPPLY DISTRIBUTION	23502063	02/15/2022	22200186	032322AP	197.72
				197.72 10003171 522155				Operational Supplies	
						CHECK	140732	TOTAL:	265.24
140733	03/23/2022	PRTD	6451	NESTLE WATERS NORTH AMERICA	02B6700459152	03/02/2022	22200365	032322AP	157.98
				39.51 10003170 521501				Office Supplies	
				39.49 10003172 521501				Office Supplies	
				39.49 38103202 521501				Office Supplies	
				39.49 40053205 521501				Office Supplies	
						CHECK	140733	TOTAL:	157.98

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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
140734 03/23/2022 PRD 6451 NESTLE WATERS NORTH AMERICA 83.86 02B6700441336 10001189 521501	03/02/2022	22200289	032322AP Office Supplies	83.86
	CHECK	140734	TOTAL:	83.86
140735 03/23/2022 PRD 6451 NESTLE WATERS NORTH AMERICA 94.04 02B6701000492 10001110 521501	03/02/2022	22200477	032322AP Office Supplies	94.04
	CHECK	140735	TOTAL:	94.04
140736 03/23/2022 PRD 1725 NORWOOD EQUIPMENT LLC 1,035.53 66187N 38103202 521726	02/15/2022	22200460	032322AP Sweeper Parts	1,035.53
NORWOOD EQUIPMENT LLC 913.91 66176N 38103202 521726	02/11/2022	22200460	032322AP Sweeper Parts	913.91
NORWOOD EQUIPMENT LLC 316.96 66172N 38103202 521726	02/10/2022	22200460	032322AP Sweeper Parts	316.96
	CHECK	140736	TOTAL:	2,266.40
140737 03/23/2022 PRD 999998 Office of the Secretary of State 43.00 032222 10001102 526120	03/22/2022		032322AP Dues and Memberships	43.00
	CHECK	140737	TOTAL:	43.00
140738 03/23/2022 PRD 999994 PETTY CASH - SPRING CELEBRATION 2,000.00 031522 9999 102065	03/15/2022		032322AP Cash Drawer - City Events	2,000.00
	CHECK	140738	TOTAL:	2,000.00
140739 03/23/2022 PRD 999996 Chasse Building Team 10,000.00 03152022 1000 231100	03/15/2022		032322AP Cash Bond Eng	10,000.00
	CHECK	140739	TOTAL:	10,000.00
140740 03/23/2022 PRD 5338 OVERDRIVE, INC 9,000.00 H-0079958 10004151 521550	10/01/2021	22201159	032322AP Library Materials	9,000.00
	CHECK	140740	TOTAL:	9,000.00
140741 03/23/2022 PRD 5513 PARTS MART 505.99 904848P 10003171 522155	02/15/2022	22200303	032322AP Operational Supplies	505.99

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

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						CHECK	140741	TOTAL:	505.99
140742	03/23/2022	PRTD	3024	PBC PHOENIX INC	546600	02/01/2022 22200652	032322AP		2,515.84
					2,515.84 10003170 520019	Custodial Contract (PW)			
				PBC PHOENIX INC	544763	02/28/2022 22200652	032322AP		604.08
					604.08 10003170 520019	Custodial Contract (PW)			
				PBC PHOENIX INC	544745	02/28/2022 22200652	032322AP		2,358.60
					2,358.60 10003170 520019	Custodial Contract (PW)			
				PBC PHOENIX INC	544738	02/28/2022 22200652	032322AP		3,734.72
					3,734.72 10003170 520019	Custodial Contract (PW)			
				PBC PHOENIX INC	544749	02/28/2022 22200654	032322AP		3,449.40
					3,449.40 10003174 520019	Custodial Contract			
				PBC PHOENIX INC	546595	02/01/2022 22200705	032322AP		1,704.32
					1,704.32 40013220 520019	Custodial Contract (PW)			
				PBC PHOENIX INC	544755	02/28/2022 22200705	032322AP		162.68
					162.68 40013220 520019	Custodial Contract (PW)			
				PBC PHOENIX INC	544758	02/28/2022 22200705	032322AP		193.20
					193.20 40013220 520019	Custodial Contract (PW)			
				PBC PHOENIX INC	530209	10/31/2021 22200705	032322AP		184.00
					184.00 40013220 520019	Custodial Contract (PW)			
				PBC PHOENIX INC	536835	12/31/2021 22200652	032322AP		3,692.74
					3,692.74 10003170 520019	Custodial Contract (PW)			
				PBC PHOENIX INC	536844	12/31/2021 22200702	032322AP		289.26
					289.26 40103200 520019	Custodial Contract (PW)			
				PBC PHOENIX INC	536845	12/31/2021 22200655	032322AP		407.84
					407.84 10003175 520019	Custodial Contract			
						CHECK	140742	TOTAL:	19,296.68
140743	03/23/2022	PRTD	1769	PIONEER DISTRIBUTING CO INC	466867	02/14/2022 22200340	032322AP		1,455.61
					866.46 10003171 522155	Operational Supplies			
					247.16 38103202 521508	Automotive Expenses			
					341.99 40003210 521508	Automotive Expenses			
						CHECK	140743	TOTAL:	1,455.61

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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INVOICE	INV DATE	PO	CHECK	NET
140744 03/23/2022 PRD 6923 PLAYCORE WISCONSIN, INC. PJI-0179279 1,970.34 10004155 522155	02/21/2022	22200915	032322AP Operational Supplies	1,970.34
	CHECK	140744	TOTAL:	1,970.34
140745 03/23/2022 PRD 5374 RDO EQUIPMENT CO. 1465729 53,101.89 38103202 541070	03/15/2022	22200659	032322AP Other Equipment >\$5,000	53,101.89
	CHECK	140745	TOTAL:	53,101.89
140746 03/23/2022 PRD 1988 TARGET SPECIALTY PRODUCTS INVP500725048 5,266.63 10004155 521540	02/28/2022	22200678	032322AP Chemicals	5,266.63
	CHECK	140746	TOTAL:	5,266.63
140747 03/23/2022 PRD 1847 RODEO FORD INC 162430 100.54 10003171 522155	02/10/2022	22200343	032322AP Operational Supplies	100.54
RODEO FORD INC 162425 99.51 10003171 522155	02/10/2022	22200343	032322AP Operational Supplies	99.51
RODEO FORD INC 162399 228.59 38103202 521508	02/10/2022	22200343	032322AP Automotive Expenses	228.59
RODEO FORD INC 162367 27.41 10003171 522155	02/09/2022	22200343	032322AP Operational Supplies	27.41
RODEO FORD INC 162334 13.88 10003171 522155	02/08/2022	22200343	032322AP Operational Supplies	13.88
RODEO FORD INC 161960 204.61 10003171 522155	02/01/2022	22200343	032322AP Operational Supplies	204.61
	CHECK	140747	TOTAL:	674.54
140748 03/23/2022 PRD 1865 SALT RIVER EXTRACTION LLC 33716 2,877.60 40003216 520585	12/15/2021	22200385	032322AP Treatment Plant O&M	2,877.60
SALT RIVER EXTRACTION LLC 34441 3,057.45 40003213 520585	02/10/2022	22200385	032322AP Treatment Plant O&M	3,057.45
SALT RIVER EXTRACTION LLC 34460 2,877.60 40003213 520585	02/25/2022	22200385	032322AP Treatment Plant O&M	2,877.60
	CHECK	140748	TOTAL:	8,812.65

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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
140749 03/23/2022 PRD 1903 SIERRA TRANSPORTATION & TECH 6419 15,084.49 38103202 520602	03/11/2022 22200316 032322AP Traffic Signal R&M			15,084.49
	CHECK 140749 TOTAL:			15,084.49
140750 03/23/2022 PRD 1944 STANDARD PRINTING COMPANY INC 265310 306.35 40003230 520037 274.75 40013230 520037 336.78 40053230 520037	02/21/2022 22200350 032322AP Professional Services General Professional Services General Professional Services General			917.88
STANDARD PRINTING COMPANY INC 265330 89.11 40003230 520037 79.94 40013230 520037 97.98 40053230 520037	02/25/2022 22200350 032322AP Professional Services General Professional Services General Professional Services General			267.03
	CHECK 140750 TOTAL:			1,184.91
140751 03/23/2022 PRD 5971 STANLEY CONSULTANTS, INC. 237265 16,073.75 50213170 543075	03/15/2022 22201119 032322AP Rdwy Imrp-Watson-85 toSouthern			16,073.75
	CHECK 140751 TOTAL:			16,073.75
140752 03/23/2022 PRD 1966 SUNLAND ASPHALT & CONSTRUCTION IN 81977-02 481,390.04 38103202 520601	03/10/2022 22200672 032322AP Pavement Maintenance			481,390.04
	CHECK 140752 TOTAL:			481,390.04
140753 03/23/2022 PRD 1969 SUNSTATE EQUIPMENT CO. 10565080-001 931.37 30584160 521502	02/22/2022 22201251 032322AP Program Supplies/Equipment			931.37
SUNSTATE EQUIPMENT CO. 10565085-001 3,854.68 30584160 521502	02/22/2022 22201251 032322AP Program Supplies/Equipment			3,854.68
SUNSTATE EQUIPMENT CO. 10565189-001 1,187.71 30584160 521502	02/22/2022 22201251 032322AP Program Supplies/Equipment			1,187.71
SUNSTATE EQUIPMENT CO. 10565700-001 1,302.16 30584160 521502	02/22/2022 22201251 032322AP Program Supplies/Equipment			1,302.16
SUNSTATE EQUIPMENT CO. 10571033-001 401.21 30584160 521502	02/22/2022 22201251 032322AP Program Supplies/Equipment			401.21
	CHECK 140753 TOTAL:			7,677.13

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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INVOICE	INV DATE	PO	CHECK	NET
140754 03/23/2022 PRD 6738 TERRY'S PEST CONTROL, LLC 02111329 70.00 40003210 520037 150.00 40013220 520037	03/10/2022 22200226 032322AP Professional Services General Professional Services General			220.00
	CHECK 140754 TOTAL:			220.00
140755 03/23/2022 PRD 1995 THE ARIZONA REPUBLIC 0004437392 4,659.55 30751188 520011	02/28/2022 22200840 032322AP Marketing & Tourism			4,659.55
	CHECK 140755 TOTAL:			4,659.55
140756 03/23/2022 PRD 1884 THE SEGAL COMPANY 431555 2,416.67 10001115 520037	02/28/2022 22200136 032322AP Professional Services General			2,416.67
	CHECK 140756 TOTAL:			2,416.67
140757 03/23/2022 PRD 6872 TIFFANY WEATHERLY 03-15-2022 200.00 10004160 520013	03/15/2022 22200272 032322AP Contract InstruC-SIC			200.00
	CHECK 140757 TOTAL:			200.00
140758 03/23/2022 PRD 6222 STRICKBINE PUBLISHING, INC. 2022ci-39364 5,219.58 30751188 520011	02/01/2022 22200838 032322AP Marketing & Tourism			5,219.58
	CHECK 140758 TOTAL:			5,219.58
140759 03/23/2022 PRD 6222 STRICKBINE PUBLISHING, INC. 2021-271850 931.50 10001188 523025	12/01/2021 22200901 032322AP Public Relations			931.50
	CHECK 140759 TOTAL:			931.50
140760 03/23/2022 PRD 2029 U.S. PAYMENTS, LLC 025790 528.73 40003230 520037 528.73 40013230 520037 648.13 40053230 520037	02/28/2022 22200395 032322AP Professional Services General Professional Services General Professional Services General			1,705.59
	CHECK 140760 TOTAL:			1,705.59
140761 03/23/2022 PRD 6158 VOIANCE LANGUAGE SERVICES, LLC 2022005426 33.04 10002121 520037	02/28/2022 22200434 032322AP Professional Services General			33.04
	CHECK 140761 TOTAL:			33.04

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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140762	03/23/2022	PRTD	2071	W.W. GRAINGER, INC	9229651345	03/01/2022	22200091	032322AP	264.27
				264.27	40003213 520577			Reservoir/Booster Maint/Repair	
						CHECK	140762	TOTAL:	264.27
140763	03/23/2022	PRTD	2080	WAXIE SANITARY SUPPLY	80735846	03/11/2022	22200440	032322AP	99.07
				99.07	10002140 522155			Operational Supplies	
				WAXIE SANITARY SUPPLY	80714368	03/03/2022	22200440	032322AP	139.32
				139.32	10002140 522155			Operational Supplies	
				WAXIE SANITARY SUPPLY	80714391	03/03/2022	22200440	032322AP	111.48
				111.48	10002140 522155			Operational Supplies	
						CHECK	140763	TOTAL:	349.87
140764	03/23/2022	PRTD	6012	WOOD ENVIRONMENT & INFRASTRUCTURE	S68700060	03/09/2022	22200694	032322AP	2,242.50
				2,242.50	40011113 543050			SWRF Improvements	
						CHECK	140764	TOTAL:	2,242.50
140765	03/23/2022	PRTD	6835	WORKFLOW CONCEPTS, INC	3357	03/02/2022	22200834	032322AP	34,000.00
				17,000.00	40003210 520037			Professional Services General	
				17,000.00	40013220 520037			Professional Services General	
						CHECK	140765	TOTAL:	34,000.00

NUMBER OF CHECKS 110 *** CASH ACCOUNT TOTAL *** 2,100,478.57

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	110	2,100,478.57

*** GRAND TOTAL *** 2,100,478.57

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CLERK: acruz

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022 9 957	APP 1000-201000	03/23/2022	032322AP	AP0323			Accounts Payable		362,428.55	
							AP CASH DISBURSEMENTS JOURNAL			
APP 9999-104000	03/23/2022	032322AP	AP0323				Cash in Bank - Checking			2,100,478.57
							AP CASH DISBURSEMENTS JOURNAL			
APP 4000-201000	03/23/2022	032322AP	AP0323				Accounts Payable		508,663.21	
							AP CASH DISBURSEMENTS JOURNAL			
APP 4001-201000	03/23/2022	032322AP	AP0323				Accounts Payable		161,348.21	
							AP CASH DISBURSEMENTS JOURNAL			
APP 5021-201000	03/23/2022	032322AP	AP0323				Accounts Payable		291,005.60	
							AP CASH DISBURSEMENTS JOURNAL			
APP 4010-201000	03/23/2022	032322AP	AP0323				Accounts Payable		75,371.00	
							AP CASH DISBURSEMENTS JOURNAL			
APP 3575-201000	03/23/2022	032322AP	AP0323				Accounts Payable		6,113.86	
							AP CASH DISBURSEMENTS JOURNAL			
APP 3810-201000	03/23/2022	032322AP	AP0323				Accounts Payable		566,446.10	
							AP CASH DISBURSEMENTS JOURNAL			
APP 3573-201000	03/23/2022	032322AP	AP0323				Accounts Payable		37,607.84	
							AP CASH DISBURSEMENTS JOURNAL			
APP 4011-201000	03/23/2022	032322AP	AP0323				Accounts Payable		65,634.00	
							AP CASH DISBURSEMENTS JOURNAL			
APP 5001-201000	03/23/2022	032322AP	AP0323				Accounts Payable		1,186.93	
							AP CASH DISBURSEMENTS JOURNAL			
APP 3058-201000	03/23/2022	032322AP	AP0323				Accounts Payable		9,493.75	
							AP CASH DISBURSEMENTS JOURNAL			
APP 4005-201000	03/23/2022	032322AP	AP0323				Accounts Payable		2,591.98	
							AP CASH DISBURSEMENTS JOURNAL			
APP 3100-201000	03/23/2022	032322AP	AP0323				Accounts Payable		708.41	
							AP CASH DISBURSEMENTS JOURNAL			
APP 9999-201000	03/23/2022	032322AP	AP0323				Accounts Payable		2,000.00	
							AP CASH DISBURSEMENTS JOURNAL			
APP 3075-201000	03/23/2022	032322AP	AP0323				Accounts Payable		9,879.13	
							AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL									2,100,478.57	2,100,478.57
APP 9999-201010	03/23/2022	032322AP	AP0323				DT DF		2,098,478.57	
APP 1000-101010	03/23/2022	032322AP	AP0323				Pooled Cash Equity			362,428.55
APP 4000-101010	03/23/2022	032322AP	AP0323				Pooled Cash Equity			508,663.21
APP 4001-101010	03/23/2022	032322AP	AP0323				Pooled Cash Equity			161,348.21
APP 5021-101010	03/23/2022	032322AP	AP0323				Pooled Cash Equity			291,005.60
APP 4010-101010	03/23/2022	032322AP	AP0323				Pooled Cash Equity			75,371.00

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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
APP 3575-101010	03/23/2022	032322AP	AP0323			Pooled Cash Equity			6,113.86
APP 3810-101010	03/23/2022	032322AP	AP0323			Pooled Cash Equity			566,446.10
APP 3573-101010	03/23/2022	032322AP	AP0323			Pooled Cash Equity			37,607.84
APP 4011-101010	03/23/2022	032322AP	AP0323			Pooled Cash Equity			65,634.00
APP 5001-101010	03/23/2022	032322AP	AP0323			Pooled Cash Equity			1,186.93
APP 3058-101010	03/23/2022	032322AP	AP0323			Pooled Cash Equity			9,493.75
APP 4005-101010	03/23/2022	032322AP	AP0323			Pooled Cash Equity			2,591.98
APP 3100-101010	03/23/2022	032322AP	AP0323			Pooled Cash Equity			708.41
APP 3075-101010	03/23/2022	032322AP	AP0323			Pooled Cash Equity			9,879.13
SYSTEM GENERATED ENTRIES TOTAL							-----	-----	-----
							2,098,478.57	2,098,478.57	
JOURNAL 2022/09/957 TOTAL							-----	-----	-----
							4,198,957.14	4,198,957.14	

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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	2022 9	957	03/23/2022	Pooled Cash Equity Accounts Payable	362,428.55	362,428.55
				FUND TOTAL	362,428.55	362,428.55
3058 Comm Services Programs 3058-101010 3058-201000	2022 9	957	03/23/2022	Pooled Cash Equity Accounts Payable	9,493.75	9,493.75
				FUND TOTAL	9,493.75	9,493.75
3075 Transient Lodging 3075-101010 3075-201000	2022 9	957	03/23/2022	Pooled Cash Equity Accounts Payable	9,879.13	9,879.13
				FUND TOTAL	9,879.13	9,879.13
3100 Risk Mgmt Retention Fund 3100-101010 3100-201000	2022 9	957	03/23/2022	Pooled Cash Equity Accounts Payable	708.41	708.41
				FUND TOTAL	708.41	708.41
3573 Police Department Grants 3573-101010 3573-201000	2022 9	957	03/23/2022	Pooled Cash Equity Accounts Payable	37,607.84	37,607.84
				FUND TOTAL	37,607.84	37,607.84
3575 Area Agency on Aging 3575-101010 3575-201000	2022 9	957	03/23/2022	Pooled Cash Equity Accounts Payable	6,113.86	6,113.86
				FUND TOTAL	6,113.86	6,113.86
3810 Highway User Revenue Fund 3810-101010 3810-201000	2022 9	957	03/23/2022	Pooled Cash Equity Accounts Payable	566,446.10	566,446.10
				FUND TOTAL	566,446.10	566,446.10
4000 Water Utility Fund 4000-101010 4000-201000	2022 9	957	03/23/2022	Pooled Cash Equity Accounts Payable	508,663.21	508,663.21
				FUND TOTAL	508,663.21	508,663.21
4001 Wastewater Fund	2022 9	957	03/23/2022			

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT				ACCOUNT DESCRIPTION		
4001-101010				Pooled Cash Equity		161,348.21
4001-201000				Accounts Payable	161,348.21	
					-----	-----
				FUND TOTAL	161,348.21	161,348.21
4005 Environmental Services	2022	9	957	03/23/2022		
4005-101010				Pooled Cash Equity		2,591.98
4005-201000				Accounts Payable	2,591.98	
					-----	-----
				FUND TOTAL	2,591.98	2,591.98
4010 Airport Fund	2022	9	957	03/23/2022		
4010-101010				Pooled Cash Equity		75,371.00
4010-201000				Accounts Payable	75,371.00	
					-----	-----
				FUND TOTAL	75,371.00	75,371.00
4011 Airport Improvement Fund	2022	9	957	03/23/2022		
4011-101010				Pooled Cash Equity		65,634.00
4011-201000				Accounts Payable	65,634.00	
					-----	-----
				FUND TOTAL	65,634.00	65,634.00
5001 Cemetery Improvement Fund	2022	9	957	03/23/2022		
5001-101010				Pooled Cash Equity		1,186.93
5001-201000				Accounts Payable	1,186.93	
					-----	-----
				FUND TOTAL	1,186.93	1,186.93
5021 CIP General	2022	9	957	03/23/2022		
5021-101010				Pooled Cash Equity		291,005.60
5021-201000				Accounts Payable	291,005.60	
					-----	-----
				FUND TOTAL	291,005.60	291,005.60
9999 Pooled Cash	2022	9	957	03/23/2022		
9999-104000				Cash in Bank - Checking		2,100,478.57
9999-201000				Accounts Payable	2,000.00	
9999-201010				DT DF	2,098,478.57	
					-----	-----
				FUND TOTAL	2,100,478.57	2,100,478.57

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FUND	DUE TO	DUE FR
1000 General Fund		362,428.55
3058 Comm Services Programs		9,493.75
3075 Transient Lodging		9,879.13
3100 Risk Mgmt Retention Fund		708.41
3573 Police Department Grants		37,607.84
3575 Area Agency on Aging		6,113.86
3810 Highway User Revenue Fund		566,446.10
4000 Water Utility Fund		508,663.21
4001 Wastewater Fund		161,348.21
4005 Environmental Services		2,591.98
4010 Airport Fund		75,371.00
4011 Airport Improvement Fund		65,634.00
5001 Cemetery Improvement Fund		1,186.93
5021 CIP General		291,005.60
9999 Pooled Cash	2,098,478.57	
	-----	-----
TOTAL	2,098,478.57	2,098,478.57

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

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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INVOICE	INV DATE	PO	CHECK	NET
140776 03/30/2022 PRTD 6820 1582, LLC 278 825.00 10002140 520004	03/24/2022	22200034	033022AP Medical Exams & Service	825.00
	CHECK	140776	TOTAL:	825.00
140777 03/30/2022 PRTD 6456 3 MINUTE BUCKEYE LLC 1047 60.00 10001189 521508	03/01/2022	22200937	033022AP Automotive Expenses	60.00
3 MINUTE BUCKEYE LLC 1048 175.89 10002140 521508	03/01/2022	22200082	033022AP Automotive Expenses	175.89
	CHECK	140777	TOTAL:	235.89
140778 03/30/2022 PRTD 3105 3SI SECURITY SYSTEMS INC INV934263 3,223.00 10002121 520525	09/13/2021	22200290	033022AP Hardware Maintenance	3,223.00
	CHECK	140778	TOTAL:	3,223.00
140779 03/30/2022 PRTD 5566 ACRO SERVICE CORPORATION 1679111 97.56 10005180 520056	03/13/2022	22200757	033022AP Inspection Services	97.56
ACRO SERVICE CORPORATION 1655570 1,273.00 10005185 520037	02/20/2022	22200399	033022AP Professional Services General	1,273.00
ACRO SERVICE CORPORATION 1655572 1,170.72 10005180 520056	02/20/2022	22200757	033022AP Inspection Services	1,170.72
ACRO SERVICE CORPORATION 1655571 731.70 10005180 520056	02/20/2022	22200758	033022AP Inspection Services	731.70
ACRO SERVICE CORPORATION 1655686 339.08 40003210 520012	02/20/2022	22200363	033022AP Contract Labor	678.17
339.09 40013220 520012			Contract Labor	
ACRO SERVICE CORPORATION 1679022 371.60 40003210 520012	03/13/2022	22200363	033022AP Contract Labor	743.20
371.60 40013220 520012			Contract Labor	
ACRO SERVICE CORPORATION 1690908 487.80 10005180 520056	03/20/2022	22200757	033022AP Inspection Services	487.80
ACRO SERVICE CORPORATION 1652440 292.68 10005180 520056	02/13/2022	22200757	033022AP Inspection Services	292.68
	CHECK	140779	TOTAL:	5,474.83

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140780	03/30/2022	PRTD	6871	ADVANCED CHEMICAL TRANSPORT, INC.	392279	03/22/2022	22201217	033022AP	1,557.69
				1,557.69	40013226 520037			Professional Services General	
						CHECK	140780	TOTAL:	1,557.69
140781	03/30/2022	PRTD	1045	AHS RESCUE LLC	22629	03/10/2022	22200554	033022AP	219.81
				219.81	10002140 522155			Operational Supplies	
				AHS RESCUE LLC	22631	03/10/2022	22200554	033022AP	2,868.34
				2,868.34	10002140 522155			Operational Supplies	
				AHS RESCUE LLC	22630	03/10/2022	22200554	033022AP	12,352.86
				12,352.86	10002140 522155			Operational Supplies	
						CHECK	140781	TOTAL:	15,441.01
140782	03/30/2022	PRTD	1088	AMERICAN TOWER CORP	409176168	03/01/2022	22200244	033022AP	4,974.82
				4,974.82	10002121 521505			Equipment Rental	
						CHECK	140782	TOTAL:	4,974.82
140783	03/30/2022	PRTD	7046	APACHE CONSTRUCTION CO., INC.	240253	03/16/2022	22201195	033022AP	8,733.55
				8,733.55	38103202 520037			Professional Services General	
						CHECK	140783	TOTAL:	8,733.55
140784	03/30/2022	PRTD	5686	ARIZONA PPE RECON, INC.	3422	03/16/2022	22200022	033022AP	1,770.50
				1,770.50	10002140 520518			Equip Testing & Certification	
				ARIZONA PPE RECON, INC.	3436	03/25/2022	22200022	033022AP	525.50
				525.50	10002140 520518			Equip Testing & Certification	
						CHECK	140784	TOTAL:	2,296.00
140785	03/30/2022	PRTD	6665	ASPIN/MOHAVE	22B04022	03/09/2022	22200829	033022AP	2,833.99
				2,833.99	35754150 521502			Program Supplies/Equipment	
						CHECK	140785	TOTAL:	2,833.99
140786	03/30/2022	PRTD	6848	AZ ENERGY ELITE ALLSTARS LLC	031422	03/14/2022	22200278	033022AP	2,316.00
				2,316.00	10004160 520013			Contract Instruc-SIC	
						CHECK	140786	TOTAL:	2,316.00

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				INVOICE	INV DATE	PO	CHECK	NET
140787	03/30/2022	PRTD	7050 AZ WATER ASSOCIATION	200009216	03/15/2022	22201225	033022AP	8,520.00
				3,637.50 40003210 526110			Conference and Seminars	
				910.00 40003210 526120			Dues and Memberships	
				3,192.50 40013220 526110			Conference and Seminars	
				780.00 40013220 526120			Dues and Memberships	
CHECK 140787 TOTAL:								8,520.00
140788	03/30/2022	PRTD	1193 BAKER & TAYLOR	2036528145	02/23/2022	22200156	033022AP	112.44
				112.44 10004151 521550			Library Materials	
			BAKER & TAYLOR	2036528146	02/23/2022	22200156	033022AP	29.68
				29.68 10004151 521550			Library Materials	
			BAKER & TAYLOR	2036528147	02/23/2022	22200156	033022AP	548.25
				548.25 10004151 521550			Library Materials	
			BAKER & TAYLOR	2036528148	02/23/2022	22200156	033022AP	32.76
				32.76 10004151 521550			Library Materials	
			BAKER & TAYLOR	2036528149	02/23/2022	22200156	033022AP	53.36
				53.36 10004151 521550			Library Materials	
			BAKER & TAYLOR	2036528150	02/23/2022	22200156	033022AP	66.72
				66.72 10004151 521550			Library Materials	
			BAKER & TAYLOR	2036528151	02/23/2022	22200156	033022AP	155.42
				155.42 10004151 521550			Library Materials	
			BAKER & TAYLOR	2036528152	02/23/2022	22200156	033022AP	39.42
				39.42 10004151 521550			Library Materials	
			BAKER & TAYLOR	2036528154	02/23/2022	22200156	033022AP	37.30
				37.30 10004151 521550			Library Materials	
			BAKER & TAYLOR	2036528155	02/23/2022	22200156	033022AP	33.32
				33.32 10004151 521550			Library Materials	
			BAKER & TAYLOR	2036528156	02/23/2022	22200156	033022AP	27.76
				27.76 10004151 521550			Library Materials	
			BAKER & TAYLOR	2036528157	02/23/2022	22200156	033022AP	75.53
				75.53 10004151 521550			Library Materials	
			BAKER & TAYLOR	2036528158	02/23/2022	22200156	033022AP	11.69
				11.69 10004151 521550			Library Materials	
			BAKER & TAYLOR	2036528159	02/23/2022	22200156	033022AP	26.54
				26.54 10004151 521550			Library Materials	

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INVOICE	INV DATE	PO	CHECK	NET
BAKER & TAYLOR 2036528160 141.84 10004151 521550	02/23/2022	22200156	033022AP	141.84
Library Materials				
BAKER & TAYLOR 2036532089 26.54 10004151 521550	02/24/2022	22200156	033022AP	26.54
Library Materials				
BAKER & TAYLOR 2036532090 74.62 10004151 521550	02/23/2022	22200156	033022AP	74.62
Library Materials				
BAKER & TAYLOR 2036532091 39.81 10004151 521550	02/23/2022	22200156	033022AP	39.81
Library Materials				
BAKER & TAYLOR 2036532093 22.34 10004151 521550	02/23/2022	22200156	033022AP	22.34
Library Materials				
BAKER & TAYLOR 2036532094 42.58 10004151 521550	02/24/2022	22200156	033022AP	42.58
Library Materials				
BAKER & TAYLOR 2036532095 44.88 10004151 521550	02/24/2022	22200156	033022AP	44.88
Library Materials				
BAKER & TAYLOR 2036532096 42.00 10004151 521550	02/24/2022	22200156	033022AP	42.00
Library Materials				
BAKER & TAYLOR 2036532097 74.64 10004151 521550	02/24/2022	22200156	033022AP	74.64
Library Materials				
BAKER & TAYLOR 2036532098 38.36 10004151 521550	02/24/2022	22200156	033022AP	38.36
Library Materials				
BAKER & TAYLOR 2036532099 26.54 10004151 521550	02/24/2022	22200156	033022AP	26.54
Library Materials				
BAKER & TAYLOR 2036532100 28.64 10004151 521550	02/24/2022	22200156	033022AP	28.64
Library Materials				
BAKER & TAYLOR 2036532101 76.76 10004151 521550	02/24/2022	22200156	033022AP	76.76
Library Materials				
BAKER & TAYLOR 2036562509 90.94 10004151 521550	03/04/2022	22200156	033022AP	90.94
Library Materials				
BAKER & TAYLOR 2036562510 19.19 10004151 521550	03/04/2022	22200156	033022AP	19.19
Library Materials				
BAKER & TAYLOR 2036562511 17.59 10004151 521550	03/04/2022	22200156	033022AP	17.59
Library Materials				
BAKER & TAYLOR 2036562512 205.94 10004151 521550	03/04/2022	22200156	033022AP	205.94
Library Materials				
BAKER & TAYLOR 2036562513	03/04/2022	22200156	033022AP	189.80

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INVOICE	INV DATE	PO	CHECK	NET
189.80 10004151 521550	Library Materials			
BAKER & TAYLOR 2036562514	03/04/2022 22200156 033022AP			142.14
142.14 10004151 521550	Library Materials			
BAKER & TAYLOR 2036562516	03/04/2022 22200156 033022AP			173.64
173.64 10004151 521550	Library Materials			
BAKER & TAYLOR 2036562517	03/04/2022 22200156 033022AP			22.54
22.54 10004151 521550	Library Materials			
BAKER & TAYLOR 2036562519	03/04/2022 22200156 033022AP			114.04
114.04 10004151 521550	Library Materials			
BAKER & TAYLOR 2036562520	03/04/2022 22200156 033022AP			238.57
238.57 10004151 521550	Library Materials			
BAKER & TAYLOR 2036562522	03/04/2022 22200156 033022AP			117.20
117.20 10004151 521550	Library Materials			
BAKER & TAYLOR 2036562523	03/04/2022 22200156 033022AP			19.19
19.19 10004151 521550	Library Materials			
BAKER & TAYLOR 2036562524	03/04/2022 22200156 033022AP			68.14
68.14 10004151 521550	Library Materials			
BAKER & TAYLOR 2036562525	03/04/2022 22200156 033022AP			16.66
16.66 10004151 521550	Library Materials			
BAKER & TAYLOR 2036562526	03/04/2022 22200156 033022AP			290.09
290.09 10004151 521550	Library Materials			
BAKER & TAYLOR 2036562527	03/04/2022 22200156 033022AP			32.50
32.50 10004151 521550	Library Materials			
BAKER & TAYLOR 2036562528	03/04/2022 22200156 033022AP			94.14
94.14 10004151 521550	Library Materials			
BAKER & TAYLOR 2036562529	03/04/2022 22200156 033022AP			64.62
64.62 10004151 521550	Library Materials			
BAKER & TAYLOR 2036562530	03/04/2022 22200156 033022AP			28.64
28.64 10004151 521550	Library Materials			
BAKER & TAYLOR 2036562531	03/04/2022 22200156 033022AP			28.64
28.64 10004151 521550	Library Materials			
BAKER & TAYLOR 2036562532	03/04/2022 22200156 033022AP			20.48
20.48 10004151 521550	Library Materials			
BAKER & TAYLOR 2036562533	03/04/2022 22200156 033022AP			20.48
20.48 10004151 521550	Library Materials			

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					CHECK	140788 TOTAL:	3,944.91
140789	03/30/2022	PRTD	1213 BINGHAM EQUIPMENT CO	P47447	03/29/2022 22200037 033022AP		22.04
			22.04 10002140 520525		Hardware Maintenance		
			BINGHAM EQUIPMENT CO	P71853	03/29/2022 22200037 033022AP		488.27
			488.27 10002140 520525		Hardware Maintenance		
					CHECK	140789 TOTAL:	510.31
140790	03/30/2022	PRTD	1221 BORDER STATES INDUSTRIES, INC	923859872	03/15/2022 22201200 033022AP		5,640.71
			5,640.71 40013222 520543		WW R&M		
					CHECK	140790 TOTAL:	5,640.71
140791	03/30/2022	PRTD	6624 FRESH AIRE	05-22964	03/15/2022 22200024 033022AP		40.50
			40.50 10004151 521501		Office Supplies		
					CHECK	140791 TOTAL:	40.50
140792	03/30/2022	PRTD	1251 BUCKEYE WATER CONSERVATION &	7466	01/01/2022 22200165 033022AP		2,124.00
			2,124.00 40003300 520581		well Maintenance Repair		
			BUCKEYE WATER CONSERVATION &	7467	02/01/2022 22200165 033022AP		2,124.00
			2,124.00 40003300 520581		well Maintenance Repair		
			BUCKEYE WATER CONSERVATION &	969	03/01/2022 22200165 033022AP		2,124.00
			2,124.00 40003300 520581		well Maintenance Repair		
					CHECK	140792 TOTAL:	6,372.00
140793	03/30/2022	PRTD	3107 CALMAT CO	80942586	03/18/2022 22200336 033022AP		372.20
			372.20 38103202 520502		Street Overlay R & M		
			CALMAT CO	80942587	03/18/2022 22200336 033022AP		345.18
			345.18 38103202 520502		Street Overlay R & M		
			CALMAT CO	80941431	03/16/2022 22200336 033022AP		263.24
			263.24 38103202 520502		Street Overlay R & M		
					CHECK	140793 TOTAL:	980.62
140794	03/30/2022	PRTD	1138 SIONICS WEAPON SYSTEMS	151221	02/22/2022 22200957 033022AP		9,293.58
			9,293.58 10002121 521509		Public Safety Equipment		

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						CHECK	140794	TOTAL:	9,293.58
140795	03/30/2022	PRTD	1299	CINTAS CORPORATION NO.2 - LOC D53 0D53189524	396.00 40003215 520581	03/16/2022	22200995	033022AP	396.00
						Well Maintenance Repair			
				CINTAS CORPORATION NO.2 - LOC D53 0D53189526	617.40 40003215 520577	03/16/2022	22200995	033022AP	617.40
						Reservoir/Booster Maint/Repair			
						CHECK	140795	TOTAL:	1,013.40
140796	03/30/2022	PRTD	3021	CINTAS CORPORATION NO 3	4114442284	03/24/2022	22200171	033022AP	71.23
				71.23 10003171 521922		Uniforms			
				CINTAS CORPORATION NO 3	4113747601	03/17/2022	22200171	033022AP	78.32
				78.32 10003171 521922		Uniforms			
						CHECK	140796	TOTAL:	149.55
140797	03/30/2022	PRTD	6250	CLARK ELECTRIC SALES, INC	IN3051	03/17/2022	22200297	033022AP	1,585.56
				1,585.56 38103202 520602		Traffic Signal R&M			
						CHECK	140797	TOTAL:	1,585.56
140798	03/30/2022	PRTD	6235	CONSULTANT ENGINEERING, INC.	220103S-820.05	02/17/2022	22100640	033022AP	1,750.00
				1,750.00 40001113 543106		WTP #5			
				CONSULTANT ENGINEERING, INC.	220204S-820.05	03/15/2022	22100640	033022AP	1,148.93
				1,148.93 40001113 543106		WTP #5			
						CHECK	140798	TOTAL:	2,898.93
140799	03/30/2022	PRTD	1341	CROSS LIFELINE TRAINING INC	CLT032208	03/25/2022	22200345	033022AP	533.50
				533.50 10004160 520013		Contract Instruc-SIC			
				CROSS LIFELINE TRAINING INC	CLT0222140	02/28/2022	22200345	033022AP	24.00
				24.00 10004160 520013		Contract Instruc-SIC			
						CHECK	140799	TOTAL:	557.50
140800	03/30/2022	PRTD	6932	CURTIS PROCESS CONSULTING	1464	11/01/2021	22200518	033022AP	12,500.00
				6,250.00 10005180 520037		Professional Services General			
				6,250.00 10005185 520037		Professional Services General			
						CHECK	140800	TOTAL:	12,500.00

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				INVOICE	INV DATE	PO	CHECK	NET
140801	03/30/2022	PRTD	6721 DCS MANAGMENT, LLC	76916 220.00 40013227 520049	03/15/2022	22200921	033022AP Laboratory Fees	220.00
					CHECK	140801	TOTAL:	220.00
140802	03/30/2022	PRTD	1363 DESERT EDGE AUTO BODY LLC	8846 595.27 31001115 521508	03/11/2022	22200161	033022AP Automotive Expenses	595.27
					CHECK	140802	TOTAL:	595.27
140803	03/30/2022	PRTD	1367 DIBBLE & ASSOCIATES CONSULTING EN	1019064.04 - 1 1,830.00 10005185 520006	12/31/2021	22200860	033022AP Engineering Services	1,830.00
			DIBBLE & ASSOCIATES CONSULTING EN	1019064.04 - 2 366.00 10005185 520006	01/28/2022	22200860	033022AP Engineering Services	366.00
					CHECK	140803	TOTAL:	2,196.00
140804	03/30/2022	PRTD	3032 ECD SYSTEMS LLC	24187 232.50 10003172 526121	03/21/2022	22200178	033022AP On-line Subscriptions	232.50
					CHECK	140804	TOTAL:	232.50
140805	03/30/2022	PRTD	1393 ECONOLITE CONTROL PRODUCTS INC	INV208309 23,154.87 38103202 520602	01/19/2022	22200296	033022AP Traffic Signal R&M	23,154.87
					CHECK	140805	TOTAL:	23,154.87
140806	03/30/2022	PRTD	1032 A TO Z EQUIPMENT RENTALS & SALES	442790-7 383.48 38103202 521520	03/23/2022	22200208	033022AP Small Tools<\$5,000	383.48
					CHECK	140806	TOTAL:	383.48
140807	03/30/2022	PRTD	5011 ELM USA INC	48016 25.00 10004151 521501	03/17/2022	22200020	033022AP Office Supplies	25.00
					CHECK	140807	TOTAL:	25.00
140808	03/30/2022	PRTD	7043 FIELD DATA SERVICES OF ARIZONA	22-1119 5,988.00 10005185 520006	03/03/2022	22201269	033022AP Engineering Services	5,988.00
					CHECK	140808	TOTAL:	5,988.00

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140809	03/30/2022	PRTD	5939	FORTILINE, INC	3,225.60	5554646 40003350 520574	02/14/2022 22200401 033022AP Fire Hydrant Maint/Replacement	3,225.60
				FORTILINE, INC	478.04	5603524 40003350 520574	03/15/2022 22200401 033022AP Fire Hydrant Maint/Replacement	478.04
							CHECK 140809 TOTAL:	3,703.64
140810	03/30/2022	PRTD	5719	FREIGHTLINER OF ARIZONA, LLC	89.74	XA310489720:02 10003171 522155	03/07/2022 22200300 033022AP Operational Supplies	89.74
							CHECK 140810 TOTAL:	89.74
140811	03/30/2022	PRTD	5419	FX TACTICAL	500.00	I1-10021121 10002121 521509	03/14/2022 22200080 033022AP Public Safety Equipment	1,000.00
					500.00	35732121 523106	DOJ COPS BVP Grant	
							CHECK 140811 TOTAL:	1,000.00
140812	03/30/2022	PRTD	5996	GCON INC	7,943.00	215176-01 10002121 520512	03/01/2022 22200835 033022AP Building Repairs	7,943.00
							CHECK 140812 TOTAL:	7,943.00
140813	03/30/2022	PRTD	1486	GRAYBAR	2,023.37	9326016800 40003213 520581	03/17/2022 22200892 033022AP Well Maintenance Repair	2,023.37
				GRAYBAR	2,091.31	9326057591 40003231 521512	03/21/2022 22200760 033022AP Parts/Materials	3,205.77
					1,114.46	40013231 521512	Parts/Materials	
							CHECK 140813 TOTAL:	5,229.14
140814	03/30/2022	PRTD	1501	HARRINGTON INDUSTRIAL PLASTIC LLC	618.61	015R9082 40003231 521512	03/18/2022 22200356 033022AP Parts/Materials	618.61
							CHECK 140814 TOTAL:	618.61
140815	03/30/2022	PRTD	1491	USA BLUE BOOK	479.20	904142 40013222 521503	03/09/2022 22200233 033022AP Lab Supplies	479.20
				USA BLUE BOOK	792.43	913773 40003218 520585	03/17/2022 22200090 033022AP Treatment Plant O&M	792.43
				USA BLUE BOOK		914019	03/17/2022 22200090 033022AP	861.66

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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 TR BANK	CHECKING	INVOICE	INV DATE	PO	CHECK	NET	
						861.66 40003218 520585	Treatment Plant O&M				
			USA BLUE BOOK			915305	03/18/2022	22200223	033022AP	26.58	
						26.58 40013221 521503	Lab Supplies				
							CHECK	140815	TOTAL:	2,159.87	
140816	03/30/2022	PRTD	1509 HENRY SCHEIN INC			18290732	03/17/2022	22200250	033022AP	3.45	
						3.45 10002140 522153	Medical Supplies				
			HENRY SCHEIN INC			18006664	03/10/2022	22200250	033022AP	3.45	
						3.45 10002140 522153	Medical Supplies				
			HENRY SCHEIN INC			18036438	03/10/2022	22200250	033022AP	50.28	
						50.28 10002140 522153	Medical Supplies				
							CHECK	140816	TOTAL:	57.18	
140817	03/30/2022	PRTD	1513 HILL BROTHERS CHEMICAL COMPANY			07126371	03/16/2022	22200133	033022AP	488.70	
						488.70 40003213 521540	Chemicals				
			HILL BROTHERS CHEMICAL COMPANY			07126372	03/16/2022	22200133	033022AP	508.25	
						508.25 40003216 521540	Chemicals				
			HILL BROTHERS CHEMICAL COMPANY			07126369	03/16/2022	22200133	033022AP	293.22	
						293.22 40003215 521540	Chemicals				
			HILL BROTHERS CHEMICAL COMPANY			07125986	03/14/2022	22200364	033022AP	4,887.00	
						4,887.00 40013221 521540	Chemicals				
			HILL BROTHERS CHEMICAL COMPANY			07126087	03/14/2022	22200133	033022AP	488.70	
						488.70 40003218 521540	Chemicals				
			HILL BROTHERS CHEMICAL COMPANY			07126615	03/17/2022	22200308	033022AP	1,737.60	
						1,737.60 40013222 521540	Chemicals				
			HILL BROTHERS CHEMICAL COMPANY			07125870	03/15/2022	22200584	033022AP	505.53	
						505.53 40013225 521540	Chemicals				
							CHECK	140817	TOTAL:	8,909.00	
140818	03/30/2022	PRTD	6556 ABRAZO WEST CAMPUS ATTN: ACCOUNTI AWC 022822-Fire			07126615	03/21/2022	22200068	033022AP	14.98	
						14.98 10002140 522153	Medical Supplies				
							CHECK	140818	TOTAL:	14.98	

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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INVOICE	INV DATE	PO	CHECK	NET
140819 03/30/2022 PRD 5666 KIMLEY-HORN AND ASSOCIATES, INC. 20877031 1,756.50 50213170 543120	02/28/2022 22101077 033022AP ITS Yuma-237th-Verrado way			1,756.50
	CHECK 140819 TOTAL:			1,756.50
140820 03/30/2022 PRD 1594 L.N. CURTIS & SONS INV576448 2,076.03 10002140 521520	03/14/2022 22201204 033022AP Small Tools<\$5,000			2,076.03
	CHECK 140820 TOTAL:			2,076.03
140821 03/30/2022 PRD 1601 LANGUAGE LINE SERVICES, INC. 10477615 58.92 10002121 520037	02/28/2022 22200435 033022AP Professional Services General			58.92
	CHECK 140821 TOTAL:			58.92
140822 03/30/2022 PRD 1605 LAYER 8, LLC 1665 20,000.00 10001189 520018	03/13/2022 22201264 033022AP General Contractual Services			20,000.00
LAYER 8, LLC 1664 3,500.00 10001189 520018	03/06/2022 22201231 033022AP General Contractual Services			3,500.00
LAYER 8, LLC 1666 1,275.00 50212121 543143	03/17/2022 22201170 033022AP Police Training Center			1,275.00
	CHECK 140822 TOTAL:			24,775.00
140823 03/30/2022 PRD 6713 LIBRARY IDEAS, LLC 88343 1,183.65 10004151 521550	03/08/2022 22200600 033022AP Library Materials			1,183.65
	CHECK 140823 TOTAL:			1,183.65
140824 03/30/2022 PRD 3080 LINDE GAS & EQUIPMENT INC 69439730 203.84 40003217 521540	03/12/2022 22200131 033022AP Chemicals			203.84
LINDE GAS & EQUIPMENT INC 69439205 290.43 40003218 521540	03/12/2022 22200131 033022AP Chemicals			290.43
	CHECK 140824 TOTAL:			494.27
140825 03/30/2022 PRD 5342 M & M PORTABLE TOILETS LLC i8896 125.70 10002140 521505	11/16/2021 22200040 033022AP Equipment Rental			125.70
	CHECK 140825 TOTAL:			125.70

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140826	03/30/2022	PRTD	7015 MALLORY SAFETY & SUPPLY, LLC	5312740	03/22/2022	22201160	033022AP	224.64
			224.64 40013222 520543		WW R&M			
					CHECK	140826	TOTAL:	224.64
140827	03/30/2022	PRTD	6660 MATTRESS FIRM	5038678172	01/13/2022	22201025	033022AP	4,405.39
			4,405.39 10002140 522155		Operational Supplies			
					CHECK	140827	TOTAL:	4,405.39
140828	03/30/2022	PRTD	6918 MIDWEST TAPE, LLC	501823574	03/14/2022	22200396	033022AP	165.72
			165.72 10004151 521550		Library Materials			
					CHECK	140828	TOTAL:	165.72
140829	03/30/2022	PRTD	1684 MOTOROLA SOLUTIONS, INC	8230359635	03/02/2022	22201249	033022AP	82,924.80
			82,924.80 10002121 520030		Software Maintenance			
					CHECK	140829	TOTAL:	82,924.80
140830	03/30/2022	PRTD	1687 MUNICIPAL EMERGENCY SERVICES	IN1676311	02/11/2022	22200081	033022AP	490.67
			490.67 10002140 520525		Hardware Maintenance			
					CHECK	140830	TOTAL:	490.67
140831	03/30/2022	PRTD	6451 NESTLE WATERS NORTH AMERICA	02B6700441315	03/02/2022	22200413	033022AP	476.46
			476.46 10002121 522155		Operational Supplies			
					CHECK	140831	TOTAL:	476.46
140832	03/30/2022	PRTD	6976 OPERATIONAL RESEARCH IN HEALTH IN 2022/BucF1/3		03/22/2022	22200869	033022AP	8,525.00
			8,525.00 10002140 521555		Accreditation Program			
					CHECK	140832	TOTAL:	8,525.00
140833	03/30/2022	PRTD	999994 Independent Events	993	03/28/2022		033022AP	800.00
			800.00 30584160 521502		Program Supplies/Equipment			
					CHECK	140833	TOTAL:	800.00
140834	03/30/2022	PRTD	999996 Southwest Electrical Contracting	ELECR-22-0308	03/24/2022		033022AP	260.00
			260.00 10005180 431600		Vertical Construction			

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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				INVOICE	INV DATE	PO	CHECK	NET
					CHECK	140834	TOTAL:	260.00
140835	03/30/2022	PRTD	999990 4M Health	398 900.00 10001115 523037	03/13/2022		033022AP wellness related expenses	900.00
					CHECK	140835	TOTAL:	900.00
140836	03/30/2022	PRTD	999990 Edward Boik	032822 60.00 10001115 523018	03/28/2022		033022AP Passport Expense	60.00
					CHECK	140836	TOTAL:	60.00
140837	03/30/2022	PRTD	6741 AIMS COMPANIES	930996 19,370.86 40013226 520037	03/16/2022	22200644	033022AP Professional Services General	19,370.86
					CHECK	140837	TOTAL:	19,370.86
140838	03/30/2022	PRTD	7063 POLICY CONFLUENCE, INC.	2021-16919 25,050.00 30751188 520011	03/24/2022	22201265	033022AP Marketing & Tourism	25,050.00
					CHECK	140838	TOTAL:	25,050.00
140839	03/30/2022	PRTD	6889 PUBLIC SAFETY CRISIS SOLUTIONS LL 6159	3,000.00 10002140 523010	03/23/2022	22200294	033022AP Safety & Health Programs	3,000.00
					CHECK	140839	TOTAL:	3,000.00
140840	03/30/2022	PRTD	6889 PUBLIC SAFETY CRISIS SOLUTIONS LL 5906	720.00 10001115 520037	02/19/2022	22200640	033022AP Professional Services General	720.00
			PUBLIC SAFETY CRISIS SOLUTIONS LL 5907	540.00 10001115 520037	02/19/2022	22200640	033022AP Professional Services General	540.00
			PUBLIC SAFETY CRISIS SOLUTIONS LL 6136	360.00 10001115 520037	03/20/2022	22200640	033022AP Professional Services General	360.00
			PUBLIC SAFETY CRISIS SOLUTIONS LL 6137	720.00 10001115 520037	03/20/2022	22200640	033022AP Professional Services General	720.00
			PUBLIC SAFETY CRISIS SOLUTIONS LL 6138	720.00 10001115 520037	03/20/2022	22200640	033022AP Professional Services General	720.00
					CHECK	140840	TOTAL:	3,060.00

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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INVOICE	INV DATE	PO	CHECK	NET
140841 03/30/2022 PRD 6718 RICHMIRE REFRIGERATION A/C & HEAT i220307814 1,068.00 10003172 520512	03/02/2022 22200202	033022AP	Building Repairs	1,068.00
	CHECK	140841	TOTAL:	1,068.00
140842 03/30/2022 PRD 5194 RICOH USA, INC. 1091563714 1,619.34 10001192 521523	03/21/2022 22200597	033022AP	Equipment <\$5,000	1,619.34
RICOH USA, INC. 1091564207 26.88 10001192 521523 1,592.46 10002121 521521	03/21/2022 22200597	033022AP	Equipment <\$5,000 IT Equipment <\$5000	1,619.34
	CHECK	140842	TOTAL:	3,238.68
140843 03/30/2022 PRD 5716 BLUECOSMO BU01433048 163.62 35772140 523013	03/24/2022 22200119	033022AP	Nuc Emerg. Mgmt Expenditure	163.62
	CHECK	140843	TOTAL:	163.62
140844 03/30/2022 PRD 6879 ALEXANDER JAMES ELLEDGE 4 765.00 10004160 520013	03/26/2022 22200406	033022AP	Contract InstruC-SIC	765.00
	CHECK	140844	TOTAL:	765.00
140845 03/30/2022 PRD 1865 SALT RIVER EXTRACTION LLC 34735 2,956.80 40003218 520585	03/10/2022 22200385	033022AP	Treatment Plant O&M	2,956.80
	CHECK	140845	TOTAL:	2,956.80
140846 03/30/2022 PRD 5310 SANDS CHEVROLET, LLC 595604 89.95 10003171 520505	03/09/2022 22200282	033022AP	Vehicle & Equipment Repair	89.95
SANDS CHEVROLET, LLC 595241 89.95 10003171 520505	03/03/2022 22200282	033022AP	Vehicle & Equipment Repair	89.95
SANDS CHEVROLET, LLC 142576 227.92 10003171 522155	03/22/2022 22200282	033022AP	Operational Supplies	227.92
SANDS CHEVROLET, LLC 142352 17.06 10003171 522155	03/16/2022 22200282	033022AP	Operational Supplies	17.06
SANDS CHEVROLET, LLC 142350 76.75 10003171 522155	03/16/2022 22200282	033022AP	Operational Supplies	76.75
SANDS CHEVROLET, LLC 142156 33.30 10003171 522155	03/10/2022 22200282	033022AP	Operational Supplies	33.30

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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INVOICE	INV DATE	PO	CHECK	NET
SANDS CHEVROLET, LLC 141895 669.79 10003171 522155	03/03/2022	22200282	033022AP Operational Supplies	669.79
SANDS CHEVROLET, LLC 141867 334.90 10003171 522155	03/02/2022	22200282	033022AP Operational Supplies	334.90
SANDS CHEVROLET, LLC 141793 158.71 10003171 522155	03/01/2022	22200282	033022AP Operational Supplies	158.71
SANDS CHEVROLET, LLC 141637 334.90 10003171 522155	02/24/2022	22200282	033022AP Operational Supplies	334.90
SANDS CHEVROLET, LLC 141607 111.17 10003171 522155	02/24/2022	22200282	033022AP Operational Supplies	111.17
SANDS CHEVROLET, LLC 141572 92.37 10003171 522155	02/23/2022	22200282	033022AP Operational Supplies	92.37
CHECK 140846 TOTAL:				2,236.77
140847 03/30/2022 PRD 5324 SHUMS CODA ASSOCIATES 7145 11,200.00 10005180 520056	03/07/2022	22200135	033022AP Inspection Services	11,200.00
SHUMS CODA ASSOCIATES 7146 8,730.00 10005180 520056	03/07/2022	22200135	033022AP Inspection Services	8,730.00
SHUMS CODA ASSOCIATES 7147 8,960.00 10005180 520056	03/07/2022	22200135	033022AP Inspection Services	8,960.00
SHUMS CODA ASSOCIATES 7148 15,200.00 10005180 520056	03/07/2022	22200135	033022AP Inspection Services	15,200.00
SHUMS CODA ASSOCIATES 7149 12,803.45 10005180 520056	03/07/2022	22200135	033022AP Inspection Services	12,803.45
CHECK 140847 TOTAL:				56,893.45
140848 03/30/2022 PRD 6161 SOUTHERN TIRE MART, LLC 6130067515 626.51 10003171 521528	02/18/2022	22200371	033022AP Tires	626.51
SOUTHERN TIRE MART, LLC 6100046240 1,769.31 10003171 521528	03/07/2022	22200371	033022AP Tires	1,769.31
SOUTHERN TIRE MART, LLC 6100046142 489.15 40003210 521508	03/07/2022	22200371	033022AP Automotive Expenses	489.15
SOUTHERN TIRE MART, LLC 6100045134 97.74 10003171 521528	02/10/2022	22200371	033022AP Tires	97.74

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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
SOUTHERN TIRE MART, LLC 1,530.63 10003171 521528	6130069483 03/11/2022	22200371	033022AP	1,530.63
	Tires			
SOUTHERN TIRE MART, LLC 1,114.25 10003171 521528	6130069482 03/14/2022	22200371	033022AP	1,114.25
	Tires			
SOUTHERN TIRE MART, LLC 1,014.50 10003171 521528	6100045102 02/11/2022	22200371	033022AP	1,014.50
	Tires			
	CHECK	140848	TOTAL:	6,642.09
140849 03/30/2022 PRTD 1977 SYMBOLARTS LLC 4,511.72 10002121 521922	0424363-IN 03/07/2022	22200871	033022AP	4,511.72
	Uniforms			
	CHECK	140849	TOTAL:	4,511.72
140850 03/30/2022 PRTD 2038 UNITED FIRE EQUIPMENT 1,216.13 10002140 522150	750360 03/28/2022	22200286	033022AP	1,216.13
	Personal Protective Equipment			
UNITED FIRE EQUIPMENT 11,647.78 10002140 522150	761775 03/28/2022	22200286	033022AP	11,647.78
	Personal Protective Equipment			
UNITED FIRE EQUIPMENT 3,764.50 10002140 522150	759110 02/03/2022	22200067	033022AP	3,764.50
	Personal Protective Equipment			
UNITED FIRE EQUIPMENT -3,764.50 10002140 522150	33724 02/03/2022	22200067	033022AP	-3,764.50
	Personal Protective Equipment			
UNITED FIRE EQUIPMENT 3,407.31 10002140 522150	761231 03/16/2022	22200067	033022AP	3,407.31
	Personal Protective Equipment			
	CHECK	140850	TOTAL:	16,271.22
140851 03/30/2022 PRTD 5425 VORTEX INDUSTRIES 4,500.00 10003172 520525	20-1562849-2 02/21/2022	22200193	033022AP	4,500.00
	Hardware Maintenance			
	CHECK	140851	TOTAL:	4,500.00
140852 03/30/2022 PRTD 2080 WAXIE SANITARY SUPPLY 766.60 10003170 520019	80753609 03/18/2022	22200420	033022AP	766.60
	Custodial Contract (PW)			
	CHECK	140852	TOTAL:	766.60
140853 03/30/2022 PRTD 1233 WESCO RECEIVABLES CORP 1,025.66 38103202 520602	969812 03/21/2022	22200330	033022AP	1,025.66
	Traffic Signal R&M			

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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					CHECK	140853	TOTAL:	1,025.66
140854	03/30/2022	PRTD	6837 WESTERN TOWING OF PHOENIX INC.	1136279	03/15/2022	22201212	033022AP	2,500.00
			2,500.00 10001189 521505		Equipment Rental			
					CHECK	140854	TOTAL:	2,500.00
140855	03/30/2022	PRTD	6012 WOOD ENVIRONMENT & INFRASTRUCTURE	S68700040	02/16/2022	22200694	033022AP	1,465.00
			1,465.00 40011113 543050		SWRF Improvements			
			WOOD ENVIRONMENT & INFRASTRUCTURE	S68700039	02/16/2022	22200521	033022AP	662.50
			662.50 40011113 543131		Sundance WRF Centrifuge			
					CHECK	140855	TOTAL:	2,127.50
140856	03/30/2022	PRTD	6875 WORLD WIDE TECHNOLOGY LLC	10651030	03/23/2022	22201125	033022AP	3,604.71
			3,604.71 10001192 541111		Computer Hardware >\$5,000			
					CHECK	140856	TOTAL:	3,604.71

NUMBER OF CHECKS 81 *** CASH ACCOUNT TOTAL *** 453,895.06

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	81	453,895.06

*** GRAND TOTAL *** 453,895.06

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 JOURNAL ENTRIES TO BE CREATED

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CLERK: acruz

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022 9 1230	APP 1000-201000	03/30/2022	033022AP	AP0330			Accounts Payable		311,129.36	
							AP CASH DISBURSEMENTS JOURNAL			
APP 9999-104000	03/30/2022	033022AP	AP0330				Cash in Bank - Checking			453,895.06
							AP CASH DISBURSEMENTS JOURNAL			
APP 4000-201000	03/30/2022	033022AP	AP0330				Accounts Payable		31,352.62	
							AP CASH DISBURSEMENTS JOURNAL			
APP 4001-201000	03/30/2022	033022AP	AP0330				Accounts Payable		42,574.96	
							AP CASH DISBURSEMENTS JOURNAL			
APP 3810-201000	03/30/2022	033022AP	AP0330				Accounts Payable		35,863.74	
							AP CASH DISBURSEMENTS JOURNAL			
APP 3575-201000	03/30/2022	033022AP	AP0330				Accounts Payable		2,833.99	
							AP CASH DISBURSEMENTS JOURNAL			
APP 3100-201000	03/30/2022	033022AP	AP0330				Accounts Payable		595.27	
							AP CASH DISBURSEMENTS JOURNAL			
APP 3573-201000	03/30/2022	033022AP	AP0330				Accounts Payable		500.00	
							AP CASH DISBURSEMENTS JOURNAL			
APP 5021-201000	03/30/2022	033022AP	AP0330				Accounts Payable		3,031.50	
							AP CASH DISBURSEMENTS JOURNAL			
APP 3058-201000	03/30/2022	033022AP	AP0330				Accounts Payable		800.00	
							AP CASH DISBURSEMENTS JOURNAL			
APP 3075-201000	03/30/2022	033022AP	AP0330				Accounts Payable		25,050.00	
							AP CASH DISBURSEMENTS JOURNAL			
APP 3577-201000	03/30/2022	033022AP	AP0330				Accounts Payable		163.62	
							AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL									453,895.06	453,895.06
APP 9999-201010	03/30/2022	033022AP	AP0330				DT DF		453,895.06	
APP 1000-101010	03/30/2022	033022AP	AP0330				Pooled Cash Equity			311,129.36
APP 4000-101010	03/30/2022	033022AP	AP0330				Pooled Cash Equity			31,352.62
APP 4001-101010	03/30/2022	033022AP	AP0330				Pooled Cash Equity			42,574.96
APP 3810-101010	03/30/2022	033022AP	AP0330				Pooled Cash Equity			35,863.74
APP 3575-101010	03/30/2022	033022AP	AP0330				Pooled Cash Equity			2,833.99
APP 3100-101010	03/30/2022	033022AP	AP0330				Pooled Cash Equity			595.27
APP 3573-101010	03/30/2022	033022AP	AP0330				Pooled Cash Equity			500.00
APP 5021-101010	03/30/2022	033022AP	AP0330				Pooled Cash Equity			3,031.50
APP 3058-101010	03/30/2022	033022AP	AP0330				Pooled Cash Equity			800.00

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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	
03/30/2022	033022AP	AP0330							
APP 3075-101010					Pooled Cash Equity			25,050.00	
03/30/2022	033022AP	AP0330							
APP 3577-101010					Pooled Cash Equity			163.62	
03/30/2022	033022AP	AP0330							
SYSTEM GENERATED ENTRIES TOTAL							453,895.06	453,895.06	
JOURNAL 2022/09/1230 TOTAL							907,790.12	907,790.12	

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund	2022	9	1230	03/30/2022			
1000-101010					Pooled Cash Equity		311,129.36
1000-201000					Accounts Payable	311,129.36	
						-----	-----
					FUND TOTAL	311,129.36	311,129.36
3058 Comm Services Programs	2022	9	1230	03/30/2022			
3058-101010					Pooled Cash Equity		800.00
3058-201000					Accounts Payable	800.00	
						-----	-----
					FUND TOTAL	800.00	800.00
3075 Transient Lodging	2022	9	1230	03/30/2022			
3075-101010					Pooled Cash Equity		25,050.00
3075-201000					Accounts Payable	25,050.00	
						-----	-----
					FUND TOTAL	25,050.00	25,050.00
3100 Risk Mgmt Retention Fund	2022	9	1230	03/30/2022			
3100-101010					Pooled Cash Equity		595.27
3100-201000					Accounts Payable	595.27	
						-----	-----
					FUND TOTAL	595.27	595.27
3573 Police Department Grants	2022	9	1230	03/30/2022			
3573-101010					Pooled Cash Equity		500.00
3573-201000					Accounts Payable	500.00	
						-----	-----
					FUND TOTAL	500.00	500.00
3575 Area Agency on Aging	2022	9	1230	03/30/2022			
3575-101010					Pooled Cash Equity		2,833.99
3575-201000					Accounts Payable	2,833.99	
						-----	-----
					FUND TOTAL	2,833.99	2,833.99
3577 Nuclear Emergency Management	2022	9	1230	03/30/2022			
3577-101010					Pooled Cash Equity		163.62
3577-201000					Accounts Payable	163.62	
						-----	-----
					FUND TOTAL	163.62	163.62
3810 Highway User Revenue Fund	2022	9	1230	03/30/2022			
3810-101010					Pooled Cash Equity		35,863.74
3810-201000					Accounts Payable	35,863.74	
						-----	-----
					FUND TOTAL	35,863.74	35,863.74
4000 Water Utility Fund	2022	9	1230	03/30/2022			

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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		31,352.62
4000-201000					Accounts Payable	31,352.62	
						-----	-----
					FUND TOTAL	31,352.62	31,352.62
4001 Wastewater Fund	2022	9	1230	03/30/2022	Pooled Cash Equity		42,574.96
4001-101010					Accounts Payable	42,574.96	
4001-201000						-----	-----
					FUND TOTAL	42,574.96	42,574.96
5021 CIP General	2022	9	1230	03/30/2022	Pooled Cash Equity		3,031.50
5021-101010					Accounts Payable	3,031.50	
5021-201000						-----	-----
					FUND TOTAL	3,031.50	3,031.50
9999 Pooled Cash	2022	9	1230	03/30/2022	Cash in Bank - Checking		453,895.06
9999-104000					DT DF	453,895.06	
9999-201010						-----	-----
					FUND TOTAL	453,895.06	453,895.06

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FUND	DUE TO	DUE FR
1000 General Fund		311,129.36
3058 Comm Services Programs		800.00
3075 Transient Lodging		25,050.00
3100 Risk Mgmt Retention Fund		595.27
3573 Police Department Grants		500.00
3575 Area Agency on Aging		2,833.99
3577 Nuclear Emergency Management		163.62
3810 Highway User Revenue Fund		35,863.74
4000 Water Utility Fund		31,352.62
4001 Wastewater Fund		42,574.96
5021 CIP General		3,031.50
9999 Pooled Cash	453,895.06	
	-----	-----
TOTAL	453,895.06	453,895.06

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

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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
140871 04/06/2022 PRTD 6820 1582, LLC	245	01/12/2022 22200034	040622AP	70,125.00
70,125.00 10002140 520004	Medical Exams & Service			
1582, LLC	260	02/28/2022 22200034	040622AP	5,575.00
5,575.00 10002140 520004	Medical Exams & Service			
1582, LLC	266	03/10/2022 22200034	040622AP	624.00
624.00 10002140 520004	Medical Exams & Service			
CHECK 140871 TOTAL:				76,324.00
140872 04/06/2022 PRTD 6456 3 MINUTE BUCKEYE LLC	1052	02/28/2022 22200256	040622AP	117.93
117.93 10005185 521508	Automotive Expenses			
CHECK 140872 TOTAL:				117.93
140873 04/06/2022 PRTD 6450 ACE FITNESS EQUIPMENT SERVICE AND 4043	181.00 10002140 520525	12/30/2021 22200578	040622AP	181.00
	Hardware Maintenance			
ACE FITNESS EQUIPMENT SERVICE AND 4890	181.00 10002140 520525	03/30/2022 22200578	040622AP	181.00
	Hardware Maintenance			
ACE FITNESS EQUIPMENT SERVICE AND 4891	181.00 10002140 520525	03/30/2022 22200578	040622AP	181.00
	Hardware Maintenance			
ACE FITNESS EQUIPMENT SERVICE AND 4892	181.00 10002140 520525	03/30/2022 22200578	040622AP	181.00
	Hardware Maintenance			
ACE FITNESS EQUIPMENT SERVICE AND 4893	181.00 10002140 520525	03/30/2022 22200578	040622AP	181.00
	Hardware Maintenance			
CHECK 140873 TOTAL:				905.00
140874 04/06/2022 PRTD 5566 ACRO SERVICE CORPORATION	1655569	02/20/2022 22200399	040622AP	1,273.00
1,273.00 10005185 520037	Professional Services General			
ACRO SERVICE CORPORATION	1679024	03/13/2022 22200874	040622AP	727.75
727.75 10002121 520012	Contract Labor			
ACRO SERVICE CORPORATION	1679023	03/13/2022 22200404	040622AP	727.75
727.75 10002121 520012	Contract Labor			
ACRO SERVICE CORPORATION	1655687	02/20/2022 22200404	040622AP	727.75
727.75 10002121 520012	Contract Labor			
ACRO SERVICE CORPORATION	1587669	12/26/2021 22200874	040622AP	727.75
727.75 10002121 520012	Contract Labor			
ACRO SERVICE CORPORATION	1573532	12/19/2021 22200874	040622AP	727.75

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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
				727.75 10002121 520012	Contract Labor			
				ACRO SERVICE CORPORATION 1610585	01/16/2022	22200874	040622AP	727.75
				727.75 10002121 520012	Contract Labor			
				ACRO SERVICE CORPORATION 1625141	01/23/2022	22200874	040622AP	727.75
				727.75 10002121 520012	Contract Labor			
				ACRO SERVICE CORPORATION 1633285	01/30/2022	22200874	040622AP	727.75
				727.75 10002121 520012	Contract Labor			
				ACRO SERVICE CORPORATION 1690981	03/20/2022	22200363	040622AP	743.20
				371.60 40003210 520012	Contract Labor			
				371.60 40013220 520012	Contract Labor			
					CHECK	140874	TOTAL:	7,838.20
140875	04/06/2022	PRTD	1104 ARAMARK UNIFORM & CAREER APPAREL 473000375087	03/17/2022	22200362	040622AP		720.24
				416.26 40003210 521922	Uniforms			
				303.98 40013220 521922	Uniforms			
				ARAMARK UNIFORM & CAREER APPAREL 473000377687	03/24/2022	22200362	040622AP	709.63
				406.84 40003210 521922	Uniforms			
				302.79 40013220 521922	Uniforms			
					CHECK	140875	TOTAL:	1,429.87
140876	04/06/2022	PRTD	6626 LAND ADVISORS ORGANIZATION 2022-1022-AZ	04/06/2022	22200197	040622AP		341.25
				341.25 10001187 520037	Professional Services General			
					CHECK	140876	TOTAL:	341.25
140877	04/06/2022	PRTD	5686 ARIZONA PPE RECON, INC. 3450	04/01/2022	22200022	040622AP		3,265.50
				3,265.50 10002140 520518	Equip Testing & Certification			
					CHECK	140877	TOTAL:	3,265.50
140878	04/06/2022	PRTD	5967 ARIZONA STATE RIFLE AND PISTOL AS BPD0222	03/23/2022	22200291	040622AP		672.00
				672.00 10002121 522155	Operational Supplies			
					CHECK	140878	TOTAL:	672.00
140879	04/06/2022	PRTD	6665 ASPIN/MOHAVE 22B05032	03/30/2022	22200829	040622AP		2,802.43
				2,802.43 35754150 521502	Program Supplies/Equipment			

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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
					CHECK	140879	TOTAL:	2,802.43
140880	04/06/2022	PRTD	1158	AZ DEPT OF ENVIRONMENTAL QUALITY 0000361409X 610.00 40013227 520045	03/15/2022		040622AP	610.00
				Permit Fees				
				AZ DEPT OF ENVIRONMENTAL QUALITY 0000363362X 1,555.50 40013227 520045	03/15/2022		040622AP	1,555.50
				Permit Fees				
				AZ DEPT OF ENVIRONMENTAL QUALITY 0000363302X 625.00 40013227 520045	03/14/2022		040622AP	625.00
				Permit Fees				
					CHECK	140880	TOTAL:	2,790.50
140881	04/06/2022	PRTD	1165	ARIZONA GLOVE & SAFETY 7565119 673.22 40013226 522152	03/15/2022	22200923	040622AP	673.22
				Safety Equipment				
				ARIZONA GLOVE & SAFETY 7565191 76.88 40013226 522152	03/16/2022	22200923	040622AP	76.88
				Safety Equipment				
				ARIZONA GLOVE & SAFETY 7565728 609.86 40013226 522152	03/24/2022	22200923	040622AP	609.86
				Safety Equipment				
					CHECK	140881	TOTAL:	1,359.96
140882	04/06/2022	PRTD	1181	ARIZONA WASTEWATER INDUSTRIES 46035 1,054.50 40013226 521520	03/28/2022	22201047	040622AP	1,054.50
				Small Tools<\$5,000				
				ARIZONA WASTEWATER INDUSTRIES 46361 6,564.88 40013226 541070	03/28/2022	22201176	040622AP	6,564.88
				Other Equipment >\$5,000				
					CHECK	140882	TOTAL:	7,619.38
140883	04/06/2022	PRTD	1193	BAKER & TAYLOR 2036499007 83.80 10004151 521550	03/10/2022	22200156	040622AP	83.80
				Library Materials				
				BAKER & TAYLOR 2036499008 24.02 10004151 521550	03/10/2022	22200156	040622AP	24.02
				Library Materials				
				BAKER & TAYLOR 2036499009 26.54 10004151 521550	03/10/2022	22200156	040622AP	26.54
				Library Materials				
				BAKER & TAYLOR 2036499010 13.79 10004151 521550	03/10/2022	22200156	040622AP	13.79
				Library Materials				
				BAKER & TAYLOR 2036499011 19.19 10004151 521550	03/10/2022	22200156	040622AP	19.19
				Library Materials				
				BAKER & TAYLOR 2036499012	03/10/2022	22200156	040622AP	43.54

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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INVOICE	INV DATE	PO	CHECK	NET
43.54 10004151 521550	Library Materials			
BAKER & TAYLOR 2036499013	03/10/2022 22200156 040622AP			320.48
320.48 10004151 521550	Library Materials			
BAKER & TAYLOR 2036499014	03/10/2022 22200156 040622AP			281.10
281.10 10004151 521550	Library Materials			
BAKER & TAYLOR 2036499015	03/10/2022 22200156 040622AP			90.58
90.58 10004151 521550	Library Materials			
BAKER & TAYLOR 2036499016	03/10/2022 22200156 040622AP			41.08
41.08 10004151 521550	Library Materials			
BAKER & TAYLOR 2036499017	03/10/2022 22200156 040622AP			400.32
400.32 10004151 521550	Library Materials			
BAKER & TAYLOR 2036499018	03/10/2022 22200156 040622AP			19.46
19.46 10004151 521550	Library Materials			
BAKER & TAYLOR 2036499019	03/10/2022 22200156 040622AP			34.12
34.12 10004151 521550	Library Materials			
BAKER & TAYLOR 2036499020	03/10/2022 22200156 040622AP			45.28
45.28 10004151 521550	Library Materials			
BAKER & TAYLOR 2036569880	03/15/2022 22200156 040622AP			31.10
31.10 10004151 521550	Library Materials			
BAKER & TAYLOR 2036569881	03/15/2022 22200156 040622AP			19.46
19.46 10004151 521550	Library Materials			
BAKER & TAYLOR 2036569882	03/15/2022 22200156 040622AP			118.72
118.72 10004151 521550	Library Materials			
BAKER & TAYLOR 2036569883	03/15/2022 22200156 040622AP			28.64
28.64 10004151 521550	Library Materials			
BAKER & TAYLOR 2036569884	03/15/2022 22200156 040622AP			32.00
32.00 10004151 521550	Library Materials			
BAKER & TAYLOR 2036569885	03/15/2022 22200156 040622AP			74.80
74.80 10004151 521550	Library Materials			
BAKER & TAYLOR 2036569886	03/15/2022 22200156 040622AP			39.44
39.44 10004151 521550	Library Materials			
BAKER & TAYLOR 2036569887	03/15/2022 22200156 040622AP			38.38
38.38 10004151 521550	Library Materials			
BAKER & TAYLOR 2036569888	03/15/2022 22200156 040622AP			81.36
81.36 10004151 521550	Library Materials			

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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INVOICE	INV DATE	PO	CHECK	NET
BAKER & TAYLOR 2036569889 77.50 10004151 521550	03/15/2022	22200156	040622AP Library Materials	77.50
BAKER & TAYLOR 20365699890 13.79 10004151 521550	03/15/2022	22200156	040622AP Library Materials	13.79
BAKER & TAYLOR 2036569891 27.56 10004151 521550	03/15/2022	22200156	040622AP Library Materials	27.56
BAKER & TAYLOR 2036569892 102.52 10004151 521550	03/15/2022	22200156	040622AP Library Materials	102.52
BAKER & TAYLOR 2036576043 27.58 10004151 521550	03/16/2022	22200156	040622AP Library Materials	27.58
BAKER & TAYLOR 2036576044 39.81 10004151 521550	03/16/2022	22200156	040622AP Library Materials	39.81
BAKER & TAYLOR 2036576045 22.34 10004151 521550	03/16/2022	22200156	040622AP Library Materials	22.34
BAKER & TAYLOR 2036576046 13.79 10004151 521550	03/16/2022	22200156	040622AP Library Materials	13.79
BAKER & TAYLOR 2036576047 39.44 10004151 521550	03/16/2022	22200156	040622AP Library Materials	39.44
BAKER & TAYLOR 2036576048 396.35 10004151 521550	03/16/2022	22200156	040622AP Library Materials	396.35
BAKER & TAYLOR 2036576049 166.76 10004151 521550	03/16/2022	22200156	040622AP Library Materials	166.76
BAKER & TAYLOR 2036576050 20.78 10004151 521550	03/16/2022	22200156	040622AP Library Materials	20.78
BAKER & TAYLOR 2036576051 76.64 10004151 521550	03/16/2022	22200156	040622AP Library Materials	76.64
BAKER & TAYLOR 2036576052 25.77 10004151 521550	03/16/2022	22200156	040622AP Library Materials	25.77
BAKER & TAYLOR 2036576053 288.88 10004151 521550	03/16/2022	22200156	040622AP Library Materials	288.88
BAKER & TAYLOR 2036576054 456.70 10004151 521550	03/16/2022	22200156	040622AP Library Materials	456.70
BAKER & TAYLOR 2036576055 56.49 10004151 521550	03/16/2022	22200156	040622AP Library Materials	56.49

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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
BAKER & TAYLOR 27.58 10004151 2036598987 521550	03/21/2022	22200156	040622AP	27.58
Library Materials				
BAKER & TAYLOR 14.84 10004151 2036598988 521550	03/21/2022	22200156	040622AP	14.84
Library Materials				
BAKER & TAYLOR 136.78 10004151 2036598989 521550	03/21/2022	22200156	040622AP	136.78
Library Materials				
BAKER & TAYLOR 37.94 10004151 2036598990 521550	03/21/2022	22200156	040622AP	37.94
Library Materials				
BAKER & TAYLOR 24.02 10004151 2036598991 521550	03/21/2022	22200156	040622AP	24.02
Library Materials				
BAKER & TAYLOR 28.64 10004151 2036598992 521550	03/21/2022	22200156	040622AP	28.64
Library Materials				
BAKER & TAYLOR 100.22 10004151 2036598995 521550	03/21/2022	22200156	040622AP	100.22
Library Materials				
BAKER & TAYLOR 73.72 10004151 2036598996 521550	03/21/2022	22200156	040622AP	73.72
Library Materials				
BAKER & TAYLOR 62.90 10004151 2036598997 521550	03/21/2022	22200156	040622AP	62.90
Library Materials				
BAKER & TAYLOR 38.18 10004151 2036598998 521550	03/21/2022	22200156	040622AP	38.18
Library Materials				
BAKER & TAYLOR 42.62 10004151 2036598999 521550	03/21/2022	22200156	040622AP	42.62
Library Materials				
BAKER & TAYLOR 59.13 10004151 2036599000 521550	03/21/2022	22200156	040622AP	59.13
Library Materials				
BAKER & TAYLOR 20.48 10004151 2036599001 521550	03/21/2022	22200156	040622AP	20.48
Library Materials				
BAKER & TAYLOR 37.32 10004151 2036599002 521550	03/21/2022	22200156	040622AP	37.32
Library Materials				
BAKER & TAYLOR 29.88 10004151 2036599003 521550	03/21/2022	22200156	040622AP	29.88
Library Materials				
BAKER & TAYLOR 33.32 10004151 2036599004 521550	03/21/2022	22200156	040622AP	33.32
Library Materials				
BAKER & TAYLOR 465.04 10004151 2036599005 521550	03/21/2022	22200156	040622AP	465.04
Library Materials				
BAKER & TAYLOR 2036599006	03/21/2022	22200156	040622AP	13.27

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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
13.27 10004151 521550	Library Materials			
BAKER & TAYLOR 2036599007	03/21/2022 22200156 040622AP			141.54
141.54 10004151 521550	Library Materials			
BAKER & TAYLOR 2036599008	03/21/2022 22200156 040622AP			27.58
27.58 10004151 521550	Library Materials			
BAKER & TAYLOR 2036599009	03/21/2022 22200156 040622AP			19.30
19.30 10004151 521550	Library Materials			
BAKER & TAYLOR 2036599010	03/21/2022 22200156 040622AP			145.44
145.44 10004151 521550	Library Materials			
BAKER & TAYLOR 2036599011	03/21/2022 22200156 040622AP			22.84
22.84 10004151 521550	Library Materials			
BAKER & TAYLOR 2036599012	03/21/2022 22200156 040622AP			38.60
38.60 10004151 521550	Library Materials			
BAKER & TAYLOR 2036599013	03/21/2022 22200156 040622AP			61.08
61.08 10004151 521550	Library Materials			
BAKER & TAYLOR 2036599014	03/21/2022 22200156 040622AP			23.34
23.34 10004151 521550	Library Materials			
BAKER & TAYLOR 2036599015	03/21/2022 22200156 040622AP			63.63
63.63 10004151 521550	Library Materials			
BAKER & TAYLOR 2036599016	03/21/2022 22200156 040622AP			97.50
97.50 10004151 521550	Library Materials			
BAKER & TAYLOR 2036599017	03/21/2022 22200156 040622AP			57.52
57.52 10004151 521550	Library Materials			
BAKER & TAYLOR 2036599018	03/21/2022 22200156 040622AP			20.77
20.77 10004151 521550	Library Materials			
BAKER & TAYLOR 2036607147	03/22/2022 22200156 040622AP			38.38
38.38 10004151 521550	Library Materials			
BAKER & TAYLOR 2036607150	03/22/2022 22200156 040622AP			40.48
40.48 10004151 521550	Library Materials			
BAKER & TAYLOR 2036607151	03/22/2022 22200156 040622AP			38.36
38.36 10004151 521550	Library Materials			
BAKER & TAYLOR 2036607152	03/22/2022 22200156 040622AP			38.36
38.36 10004151 521550	Library Materials			
BAKER & TAYLOR 2036607153	03/22/2022 22200156 040622AP			94.89
94.89 10004151 521550	Library Materials			

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BAKER & TAYLOR 2036607154 54.64 10004151 521550	03/22/2022	22200156	040622AP Library Materials	54.64
BAKER & TAYLOR 2036607155 28.64 10004151 521550	03/22/2022	22200156	040622AP Library Materials	28.64
BAKER & TAYLOR 2036607156 54.12 10004151 521550	03/22/2022	22200156	040622AP Library Materials	54.12
BAKER & TAYLOR 2036607157 39.28 10004151 521550	03/22/2022	22200156	040622AP Library Materials	39.28
BAKER & TAYLOR 2036607158 15.76 10004151 521550	03/22/2022	22200156	040622AP Library Materials	15.76
BAKER & TAYLOR 2036607160 27.76 10004151 521550	03/22/2022	22200156	040622AP Library Materials	27.76
BAKER & TAYLOR 2036607161 61.25 10004151 521550	03/22/2022	22200156	040622AP Library Materials	61.25
BAKER & TAYLOR 2036607162 76.72 10004151 521550	03/22/2022	22200156	040622AP Library Materials	76.72
BAKER & TAYLOR 2036607163 18.13 10004151 521550	03/22/2022	22200156	040622AP Library Materials	18.13
CHECK 140883 TOTAL:				6,351.69
140884 04/06/2022 PR TD 6301 BRIGHTVIEW LANDSCAPE SERVICES INC 7791432 820.00 40013221 520035 820.00 40013222 520035 820.00 40013223 520035 820.00 40013224 520035 820.00 40013225 520035	03/01/2022	22201105	040622AP Landscaping Landscaping Landscaping Landscaping Landscaping	4,100.00
CHECK 140884 TOTAL:				4,100.00
140885 04/06/2022 PR TD 1014 BUCKEYE THUNDERBIRD JUDO 022022 210.00 10004160 520013	02/20/2022	22200279	040622AP Contract Instruc-SIC	210.00
BUCKEYE THUNDERBIRD JUDO 032022 300.00 10004160 520013	03/20/2022	22200279	040622AP Contract Instruc-SIC	300.00
CHECK 140885 TOTAL:				510.00

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140886	04/06/2022	PRTD	5629	CARDNO, INC.	531654	04/05/2022	22200944	040622AP	2,700.00
					2,700.00 10005185 520037			Professional Services General	
						CHECK	140886	TOTAL:	2,700.00
140887	04/06/2022	PRTD	5029	CDW GOVERNMENT LLC	T972637	03/24/2022	22201136	040622AP	2,396.08
					2,396.08 50212121 543143			Police Training Center	
						CHECK	140887	TOTAL:	2,396.08
140888	04/06/2022	PRTD	1288	CENTRAL ARIZONA PROJECT	77207	03/20/2022		040622AP	45,093.08
					45,093.08 40003228 526024			Purchased Water	
						CHECK	140888	TOTAL:	45,093.08
140889	04/06/2022	PRTD	1290	CENTURY GRAPHICS INC	16283	03/29/2022		040622AP	6,487.12
					6,487.12 10004150 521510			Postage and Freight	
						CHECK	140889	TOTAL:	6,487.12
140890	04/06/2022	PRTD	1304	CITY OF AVONDALE, AZ	B FY22-01	09/30/2021	22201224	040622AP	65,231.33
					65,231.33 10002121 520040			Advocacy Center	
				CITY OF AVONDALE, AZ	B FY22-02	12/31/2021	22201224	040622AP	55,234.81
					55,234.81 10002121 520040			Advocacy Center	
						CHECK	140890	TOTAL:	120,466.14
140891	04/06/2022	PRTD	5514	CITY OF GLENDALE	97519	12/15/2021		040622AP	4,896.00
					4,896.00 10001101 526120			Dues and Memberships	
						CHECK	140891	TOTAL:	4,896.00
140892	04/06/2022	PRTD	7066	CLAY AND LEAVEN FACE PAINTING OF	000302	03/29/2022	22201272	040622AP	589.00
					589.00 30584160 521502			Program Supplies/Equipment	
						CHECK	140892	TOTAL:	589.00
140893	04/06/2022	PRTD	6956	COMBS CONSTRUCTION COMPANY, INC.	2022001-1	11/02/2021	22200808	040622AP	114,527.92
					114,527.92 50213170 543118			Park N Ride Expansion	
						CHECK	140893	TOTAL:	114,527.92

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				INVOICE	INV DATE	PO	CHECK	NET
140894	04/06/2022	PRTD	1331 COURTESY CHEVROLET	1088270 116,477.19 38103202 541210	03/30/2022	22101061	040622AP Automobiles	116,477.19
			COURTESY CHEVROLET	1092916 40,617.53 10003173 541210	03/30/2022	22200669	040622AP Automobiles	40,617.53
					CHECK	140894	TOTAL:	157,094.72
140895	04/06/2022	PRTD	1343 CUMMINS SALES AND SERVICE	54-28775 256.68 40003213 520515	03/15/2022	22200349	040622AP Generator R & M	256.68
					CHECK	140895	TOTAL:	256.68
140896	04/06/2022	PRTD	5295 DELL MARKETING L.P.	10573320312 240.10 10001192 521523 1,023.68 38103202 521521 1,023.69 40053205 521521	04/01/2022	22200813	040622AP Equipment <\$5,000 IT Equipment <\$5000 IT Equipment <\$5000	2,287.47
			DELL MARKETING L.P.	10573709936 11,243.34 10001192 521523	04/02/2022	22201124	040622AP Equipment <\$5,000	11,243.34
					CHECK	140896	TOTAL:	13,530.81
140897	04/06/2022	PRTD	1367 DIBBLE & ASSOCIATES CONSULTING EN	1019064.04 - 4 1,382.00 10005185 520006	04/01/2022	22200860	040622AP Engineering Services	1,382.00
					CHECK	140897	TOTAL:	1,382.00
140898	04/06/2022	PRTD	1401 EMERGING TACTICAL SOLUTIONS, LLC	ETS 02 08 22 8,500.00 10002121 521509	02/08/2022	22200932	040622AP Public Safety Equipment	8,500.00
					CHECK	140898	TOTAL:	8,500.00
140899	04/06/2022	PRTD	5172 ENTELLUS INC	25550 6,362.49 10005185 520006	03/30/2022	22200905	040622AP Engineering Services	6,362.49
					CHECK	140899	TOTAL:	6,362.49
140900	04/06/2022	PRTD	7007 EVOLVE TECHNOLOGIES CORPORATION	110547 9,240.67 35732121 523103	03/04/2022	22201121	040622AP CBRNE/RRT Sustainment	9,240.67
					CHECK	140900	TOTAL:	9,240.67

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				INVOICE	INV DATE	PO	CHECK	NET
140901	04/06/2022	PRTD	1432	FERGUSON ENTERPRISES INC. 58.08 40003350 521514	0208130 02/09/2022 22200379		040622AP Water Distrib System R&M	58.08
				FERGUSON ENTERPRISES INC. 580.80 40003350 521514	0208531 02/16/2022 22200379		040622AP Water Distrib System R&M	580.80
				FERGUSON ENTERPRISES INC. 3,688.61 40003350 521514	0207741 02/18/2022 22200379		040622AP Water Distrib System R&M	3,688.61
				FERGUSON ENTERPRISES INC. 1,342.60 40003350 521514	0205426 03/04/2022 22200379		040622AP Water Distrib System R&M	1,342.60
CHECK 140901 TOTAL:								5,670.09
140902	04/06/2022	PRTD	5939	FORTILINE, INC 2,085.84 40003350 521514	5565331 02/24/2022 22200138		040622AP Water Distrib System R&M	2,085.84
				FORTILINE, INC 6,625.74 40003350 521514	5563727 02/24/2022 22200138		040622AP Water Distrib System R&M	6,625.74
				FORTILINE, INC 10.43 40003350 521514	5556999 02/24/2022 22200138		040622AP Water Distrib System R&M	10.43
				FORTILINE, INC 1,844.02 40003350 521514	5569291 02/24/2022 22200138		040622AP Water Distrib System R&M	1,844.02
				FORTILINE, INC 12,618.79 40003350 520574	5517194 02/24/2022 22200401		040622AP Fire Hydrant Maint/Replacement	12,618.79
				FORTILINE, INC 136.75 40003350 520574	5586108 02/24/2022 22200401		040622AP Fire Hydrant Maint/Replacement	136.75
				FORTILINE, INC 3,358.30 40003350 521514	5592871 02/28/2022 22200138		040622AP Water Distrib System R&M	3,358.30
CHECK 140902 TOTAL:								26,679.87
140903	04/06/2022	PRTD	5719	FREIGHTLINER OF ARIZONA, LLC 294.32 10003171 522155	XA310514536:01 03/04/2022 22200300		040622AP Operational Supplies	294.32
				FREIGHTLINER OF ARIZONA, LLC 95.29 10003171 522155	XA310515379:01 03/01/2022 22200300		040622AP Operational Supplies	95.29
CHECK 140903 TOTAL:								389.61
140904	04/06/2022	PRTD	5419	FX TACTICAL 500.00 10002121 521509 500.00 35732121 523106	I1-10016208 10/22/2021 22200080		040622AP Public Safety Equipment DOJ COPS BVP Grant	1,000.00

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				INVOICE	INV DATE	PO	CHECK	NET
FX TACTICAL				I1-10018992	08/09/2021	22200080	040622AP	1,000.00
				500.00 10002121 521509	Public Safety Equipment			
				500.00 35732121 523106	DOJ COPS BVP Grant			
FX TACTICAL				I1-10019404	09/03/2021	22200080	040622AP	1,000.00
				500.00 10002121 521509	Public Safety Equipment			
				500.00 35732121 523106	DOJ COPS BVP Grant			
FX TACTICAL				I1-10019444	09/09/2021	22200080	040622AP	1,000.00
				500.00 10002121 521509	Public Safety Equipment			
				500.00 35732121 523106	DOJ COPS BVP Grant			
FX TACTICAL				I1010020506	01/04/2022	22200258	040622AP	2,519.81
				2,519.81 10002121 521922	Uniforms			
FX TACTICAL				I1-10019663	10/05/2021	22200080	040622AP	1,000.00
				500.00 10002121 521509	Public Safety Equipment			
				500.00 35732121 523106	DOJ COPS BVP Grant			
					CHECK	140904	TOTAL:	7,519.81
140905	04/06/2022	PRTD	1463 G.P.E.C.	FY2022-Q3	04/05/2022	22200132	040622AP	10,709.75
				10,709.75 10001187 520018	General Contractual Services			
					CHECK	140905	TOTAL:	10,709.75
140906	04/06/2022	PRTD	1486 GRAYBAR	9326208128	03/30/2022	22201182	040622AP	8,855.09
				8,855.09 50212121 543143	Police Training Center			
GRAYBAR				9326208129	03/30/2022	22201257	040622AP	15,890.35
				15,890.35 10001192 521523	Equipment <\$5,000			
					CHECK	140906	TOTAL:	24,745.44
140907	04/06/2022	PRTD	1497 HAMILTON'S TOWING	106012	03/14/2022	22200188	040622AP	52.50
				52.50 10003171 520033	Vehicle Towing			
HAMILTON'S TOWING				106033	03/22/2022	22200188	040622AP	50.00
				50.00 10003171 520033	Vehicle Towing			
HAMILTON'S TOWING				105968	02/26/2022	22200188	040622AP	65.00
				65.00 10003171 520033	Vehicle Towing			
HAMILTON'S TOWING				105942	02/19/2022	22200188	040622AP	52.50
				52.50 10003171 520033	Vehicle Towing			
HAMILTON'S TOWING				105943	02/19/2022	22200188	040622AP	47.50
				47.50 10003171 520033	Vehicle Towing			

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				HAMILTON'S TOWING	106026	03/20/2022	22200188	040622AP	87.00
		87.00	10003171	520033	Vehicle Towing				
				HAMILTON'S TOWING	106039	03/23/2022	22200188	040622AP	298.00
		298.00	10003171	520033	Vehicle Towing				
				HAMILTON'S TOWING	106027	03/20/2022	22200215	040622AP	170.00
		170.00	10002121	521508	Automotive Expenses				
				HAMILTON'S TOWING	106028	03/20/2022	22200215	040622AP	170.00
		170.00	10002121	521508	Automotive Expenses				
					CHECK	140907	TOTAL:		992.50
140908	04/06/2022	PRTD	1491	USA BLUE BOOK	897743	03/03/2022	22200234	040622AP	311.51
					311.51	40013224	521503	Lab Supplies	
				USA BLUE BOOK	926375	03/29/2022	22200223	040622AP	83.65
		83.65	40013221	521503	Lab Supplies				
				USA BLUE BOOK	920150	03/23/2022	22200234	040622AP	524.15
		524.15	40013224	521503	Lab Supplies				
					CHECK	140908	TOTAL:		919.31
140909	04/06/2022	PRTD	5180	HDR ENGINEERING, INC	1200419233	03/29/2022	22101183	040622AP	3,091.25
					3,091.25	40001113	543102	wPhoenix Est Wtr Campus #3 Imp	
						CHECK	140909	TOTAL:	3,091.25
140910	04/06/2022	PRTD	5731	HENNESY MECHANICAL SALES, LLC	15834	03/29/2022	22201199	040622AP	9,097.74
					9,097.74	40013223	520543	WW R&M	
						CHECK	140910	TOTAL:	9,097.74
140911	04/06/2022	PRTD	1513	HILL BROTHERS CHEMICAL COMPANY	07126662	03/22/2022	22200308	040622AP	2,911.18
					2,911.18	40013222	521540	Chemicals	
				HILL BROTHERS CHEMICAL COMPANY	07127538	03/29/2022	22200584	040622AP	1,954.80
					1,954.80	40013225	521540	Chemicals	
						CHECK	140911	TOTAL:	4,865.98
140912	04/06/2022	PRTD	1521	HORIZON TOWER LIMITED, LLC	FR-040122	04/01/2022	22200245	040622AP	2,987.83
					2,987.83	10002121	521505	Equipment Rental	

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					CHECK	140912	TOTAL:	2,987.83
140913	04/06/2022	PRTD	1558 INSIGHT PUBLIC SECTOR INC	1100929296	03/31/2022	22200985	040622AP	3,105.50
			3,105.50 10001192 521523		Equipment <\$5,000			
					CHECK	140913	TOTAL:	3,105.50
140914	04/06/2022	PRTD	1571 JAMES, COOKE & HOBSON, INC	369103	03/28/2022	22200238	040622AP	4,112.68
			4,112.68 40013221 520540		Wastewater Plant R & M			
			JAMES, COOKE & HOBSON, INC	369350	03/28/2022	22200238	040622AP	380.10
			380.10 40013221 520540		Wastewater Plant R & M			
			JAMES, COOKE & HOBSON, INC	369397	03/28/2022	22200238	040622AP	350.00
			350.00 40013221 520540		Wastewater Plant R & M			
					CHECK	140914	TOTAL:	4,842.78
140915	04/06/2022	PRTD	1662 JENI MCCUTCHEON, PSY.D., P.L.L.C.	2137	03/01/2022	22200047	040622AP	1,200.00
			1,200.00 10002121 520029		Pre-Employment Testing			
			JENI MCCUTCHEON, PSY.D., P.L.L.C.	2162	04/01/2022	22200047	040622AP	800.00
			800.00 10002121 520029		Pre-Employment Testing			
					CHECK	140915	TOTAL:	2,000.00
140916	04/06/2022	PRTD	5952 KIEWIT/HAYDON, A JOINT VENTURE	2203280020	03/25/2022	21900960	040622AP	39,941.55
			39,941.55 40003210 543028		Jackie A Meck Wtr Campus/BRWC			
					CHECK	140916	TOTAL:	39,941.55
140917	04/06/2022	PRTD	5666 KIMLEY-HORN AND ASSOCIATES, INC.	20661248	01/31/2022	22200059	040622AP	13,200.00
			13,200.00 50211000 543080		Emergency Backup Generators			
					CHECK	140917	TOTAL:	13,200.00
140918	04/06/2022	PRTD	6713 LIBRARY IDEAS, LLC	88637	03/24/2022	22200600	040622AP	41.95
			41.95 10004151 521550		Library Materials			
					CHECK	140918	TOTAL:	41.95
140919	04/06/2022	PRTD	6392 LITCHFIELD TACTICAL, LLC	20220324002	03/24/2022	22200045	040622AP	690.00
			690.00 10002121 520029		Pre-Employment Testing			

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						CHECK	140919	TOTAL:	690.00
140920	04/06/2022	PRTD	1620	LOFTIN EQUIPMENT COMPANY	S190580	01/19/2022	22200945	040622AP	1,292.44
				1,292.44	40013222 520515	Generator R & M			
						CHECK	140920	TOTAL:	1,292.44
140921	04/06/2022	PRTD	7015	MALLORY SAFETY & SUPPLY, LLC	5317219	03/28/2022	22201160	040622AP	1,092.99
				1,092.99	40013222 520543	WW R&M			
						CHECK	140921	TOTAL:	1,092.99
140922	04/06/2022	PRTD	6064	HELENA AGRI-ENTERPRISES LLC	215349755	02/10/2022	22201283	040622AP	3,142.61
				3,142.61	10004155 521540	Chemicals			
						CHECK	140922	TOTAL:	3,142.61
140923	04/06/2022	PRTD	6014	MENTORSOURCE TRAINING CORPORATION	22105	03/31/2022	22201165	040622AP	1,695.00
				1,101.75	40003210 526110	Conference and Seminars			
				593.25	40013220 526110	Conference and Seminars			
						CHECK	140923	TOTAL:	1,695.00
140924	04/06/2022	PRTD	6791	MGC CONTRACTORS, INC	22200275-10	03/30/2022	22200275	040622AP	116,856.28
				116,856.28	40001113 543042	Waterline at Airport			
						CHECK	140924	TOTAL:	116,856.28
140925	04/06/2022	PRTD	5741	MICHAEL WILSON KELLY-ARCHITECTS L	2020.05.05	02/22/2022	22201152	040622AP	5,611.25
				5,611.25	50214150 543121	Buckeye Vly Museum Facade Reno			
						04/01/2022	22200861	040622AP	14,806.25
						CDBG - Sr Ctr Kitchen Remodel			
						CHECK	140925	TOTAL:	20,417.50
140926	04/06/2022	PRTD	6918	MIDWEST TAPE, LLC	501858110	03/22/2022	22200396	040622AP	317.92
				317.92	10004151 521550	Library Materials			
						CHECK	140926	TOTAL:	317.92
140927	04/06/2022	PRTD	1684	MOTOROLA SOLUTIONS, INC	8281351675	03/27/2022	22201141	040622AP	47,270.19
				47,270.19	10003173 541210	Automobiles			

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				INVOICE	INV DATE	PO	CHECK	NET
					CHECK	140927	TOTAL:	47,270.19
140928	04/06/2022	PRTD	1203 MRW ENTERPRISES	235542 2,500.00 10002140 520505	03/22/2022	22200021	040622AP Vehicle & Equipment Repair	2,500.00
					CHECK	140928	TOTAL:	2,500.00
140929	04/06/2022	PRTD	1689 MYERS TIRE SUPPLY DISTRIBUTION	23503450 328.04 10003171 522155	03/14/2022	22200186	040622AP Operational Supplies	328.04
					CHECK	140929	TOTAL:	328.04
140930	04/06/2022	PRTD	6852 NESBITT CONTRACTING CO., INC	11293 277,037.85 50213170 543069	02/28/2022	22101286	040622AP Miller & Southern TS	277,037.85
					CHECK	140930	TOTAL:	277,037.85
140931	04/06/2022	PRTD	1712 NET TRANSCRIPTS INC	NT9601 122.95 10002121 520037	03/15/2022	22200436	040622AP Professional Services General	122.95
					CHECK	140931	TOTAL:	122.95
140932	04/06/2022	PRTD	1736 O'REILLY AUTO PARTS	22822 1,433.13 10003171 522155 242.31 38103202 521508 286.17 40003210 521508	02/28/2022	22200285	040622AP Operational Supplies Automotive Expenses Automotive Expenses	1,961.61
					CHECK	140932	TOTAL:	1,961.61
140933	04/06/2022	PRTD	6815 PATRICK WARE	0015 585.00 10004160 520013	02/25/2022	22200276	040622AP Contract InstruC-SIC	585.00
					CHECK	140933	TOTAL:	585.00
140934	04/06/2022	PRTD	6815 WHITE TANKS GOJU RYU	0016 525.00 10004160 520013	04/01/2022	22200276	040622AP Contract InstruC-SIC	525.00
					CHECK	140934	TOTAL:	525.00
140935	04/06/2022	PRTD	6585 PCL CONSTRUCTION, INC	2021026-3 81,722.99 40011113 543144	03/31/2022	22101279	040622AP Tartesso WRF Improvements	81,722.99

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				INVOICE	INV DATE	PO	CHECK	NET
					CHECK	140935	TOTAL:	81,722.99
140936	04/06/2022	PRTD	1762 PHOENIX PUMPS	3034355 15,249.15 40013221 541070	03/17/2022	22201051	040622AP Other Equipment >\$5,000	15,249.15
					CHECK	140936	TOTAL:	15,249.15
140937	04/06/2022	PRTD	6741 AIMS COMPANIES	931081 14,068.50 40013226 520037	03/22/2022	22200644	040622AP Professional Services General	14,068.50
					CHECK	140937	TOTAL:	14,068.50
140938	04/06/2022	PRTD	5343 PROFORCE LAW ENFORCEMENT	479358 1,648.88 10002121 521509	03/28/2022	22200441	040622AP Public Safety Equipment	1,648.88
					CHECK	140938	TOTAL:	1,648.88
140939	04/06/2022	PRTD	5194 RICOH USA, INC.	9029845951 19,399.21 10001189 520020	03/26/2022	22201031	040622AP Mail Service Center	19,399.21
					CHECK	140939	TOTAL:	19,399.21
140940	04/06/2022	PRTD	1847 RODEO FORD INC	163345 171.10 10003171 522155	03/22/2022	22200343	040622AP Operational Supplies	171.10
			RODEO FORD INC	163895 105.10 10003171 522155	03/14/2022	22200343	040622AP Operational Supplies	105.10
			RODEO FORD INC	162765 91.23 10003171 522155	02/21/2022	22200343	040622AP Operational Supplies	91.23
			RODEO FORD INC	502213 1,316.71 10003171 522155	03/14/2022	22200343	040622AP Operational Supplies	1,316.71
			RODEO FORD INC	163394 473.57 10003171 522155	03/03/2022	22200343	040622AP Operational Supplies	473.57
					CHECK	140940	TOTAL:	2,157.71
140941	04/06/2022	PRTD	6383 RR CATERING LLC	0382022 1,175.00 10004160 520013	03/28/2022	22200863	040622AP Contract Instruc-SIC	1,175.00
					CHECK	140941	TOTAL:	1,175.00

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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INVOICE					INV DATE	PO	CHECK	NET
140942	04/06/2022	PRTD	6938 SAGUARO SUMMIT LLC	1389 50,906.86 30751188 520011	02/15/2022 22200596	040622AP	Marketing & Tourism	50,906.86
					CHECK	140942	TOTAL:	50,906.86
140943	04/06/2022	PRTD	1869 SAN TAN FORD	F220944 32,037.77 10001189 541210	03/24/2022 22200774	040622AP	Automobiles	32,037.77
					CHECK	140943	TOTAL:	32,037.77
140944	04/06/2022	PRTD	6150 SCOTT RICHARD CURRIER	RR2 325.00 10004160 520013	03/27/2022 22200426	040622AP	Contract Instruc-SIC	325.00
					CHECK	140944	TOTAL:	325.00
140945	04/06/2022	PRTD	5401 LOCKBOX SCOTTS AZ	ELECTRIC MOTOR 121214 13,509.49 40013224 541070	03/23/2022 22201239	040622AP	Other Equipment >\$5,000	13,509.49
					CHECK	140945	TOTAL:	13,509.49
140946	04/06/2022	PRTD	1858 SHI INTERNATIONAL CORP	B14757215 600.60 10001189 520030	02/14/2022 22201095	040622AP	Software Maintenance	600.60
			SHI INTERNATIONAL CORP	B14805171 29,643.88 10001189 520030	02/23/2022 22201149	040622AP	Software Maintenance	29,643.88
					CHECK	140946	TOTAL:	30,244.48
140947	04/06/2022	PRTD	1944 STANDARD PRINTING COMPANY INC	265505 270.38 40003230 520037 270.38 40013230 520037 331.42 40053230 520037	03/15/2022 22200350	040622AP	Professional Services General Professional Services General Professional Services General	872.18
			STANDARD PRINTING COMPANY INC	265524 3.26 40003230 520037 3.26 40013230 520037 4.00 40053230 520037	03/18/2022 22200350	040622AP	Professional Services General Professional Services General Professional Services General	10.52
			STANDARD PRINTING COMPANY INC	265471 723.97 40003230 520037 723.97 40013230 520037 3,937.46 40053230 520037	03/08/2022 22200350	040622AP	Professional Services General Professional Services General Professional Services General	5,385.40
					CHECK	140947	TOTAL:	6,268.10

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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INVOICE	INV DATE	PO	CHECK	NET
140948 04/06/2022 PRD 5971 STANLEY CONSULTANTS, INC. 237740 592.50 50213170 543073	04/01/2022	22100819	040622AP Durango St - Miller to Yuma	592.50
STANLEY CONSULTANTS, INC. 0236897 932.00 10005185 520037	02/23/2022	22200931	040622AP Professional Services General	932.00
STANLEY CONSULTANTS, INC. 0237742 10,706.00 10005185 520037	04/01/2022	22200931	040622AP Professional Services General	10,706.00
CHECK 140948 TOTAL:				12,230.50
140949 04/06/2022 PRD 1661 STEVEN MCCLURE pub def 3.22 2,000.00 10002120 520016	03/24/2022	22200027	040622AP Public Defender	2,000.00
CHECK 140949 TOTAL:				2,000.00
140950 04/06/2022 PRD 1740 SUEZ TREATMENT SOLUTIONS INC. 900148862 13,292.52 40013222 520543	07/07/2021	22200948	040622AP WW R&M	13,292.52
CHECK 140950 TOTAL:				13,292.52
140951 04/06/2022 PRD 6990 TACTICAL ELECTRONICS AND MILITARY 12645-001 18,954.64 35732121 523103	03/30/2022	22201120	040622AP CBRNE/RRT Sustainment	18,954.64
CHECK 140951 TOTAL:				18,954.64
140952 04/06/2022 PRD 1704 NATIONAL HAZARD CONTROL 2254 307.74 10002121 520005	03/07/2022	22200262	040622AP Crime Scene Clean-Up	307.74
CHECK 140952 TOTAL:				307.74
140953 04/06/2022 PRD 2038 UNITED FIRE EQUIPMENT 758783 198.63 10002140 521922	03/14/2022	22200084	040622AP Uniforms	198.63
CHECK 140953 TOTAL:				198.63
140954 04/06/2022 PRD 5605 NAPA AUTO PARTS 22822 1,777.21 10003171 522155 260.34 38103202 521508 3.63 40003210 521508	02/28/2022	22200302	040622AP Operational Supplies Automotive Expenses Automotive Expenses	2,041.18
NAPA AUTO PARTS 648178 53.56 10003171 522155	03/17/2022	22200302	040622AP Operational Supplies	53.56
NAPA AUTO PARTS 647560	03/14/2022	22200302	040622AP	13.67

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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					13.67	10003171	522155	Operational Supplies		
				NAPA AUTO PARTS		647781		03/15/2022 22200302 040622AP	57.66	
					57.66	10003171	522155	Operational Supplies		
				NAPA AUTO PARTS		648113		03/17/2022 22200302 040622AP	45.43	
					45.43	10003171	522155	Operational Supplies		
				NAPA AUTO PARTS		648652		03/22/2022 22200302 040622AP	6.30	
					6.30	10003171	522155	Operational Supplies		
								CHECK 140954 TOTAL:	2,217.80	
140955	04/06/2022	PRTD	5660	VERTECH INDUSTRIAL SYSTEMS, LLC		P210205.00-11744		03/20/2022 22200314 040622AP	3,447.50	
					3,447.50	40003210	521526	SCADA		
								CHECK 140955 TOTAL:	3,447.50	
140956	04/06/2022	PRTD	2071	W.W. GRAINGER, INC		9251601796		03/21/2022 22200929 040622AP	137.45	
					137.45	40013231	521512	Parts/Materials		
				W.W. GRAINGER, INC		9255775992		03/23/2022 22200230 040622AP	809.46	
					809.46	40003231	521512	Parts/Materials		
				W.W. GRAINGER, INC		9244422722		03/14/2022 22200230 040622AP	190.89	
					190.89	40003231	521512	Parts/Materials		
								CHECK 140956 TOTAL:	1,137.80	
140957	04/06/2022	PRTD	6875	WORLD WIDE TECHNOLOGY LLC		10652690		03/24/2022 22201125 040622AP	1,808.72	
					1,808.72	10001192	541111	Computer Hardware >\$5,000		
								CHECK 140957 TOTAL:	1,808.72	
								NUMBER OF CHECKS 87 *** CASH ACCOUNT TOTAL ***	1,570,895.75	

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	87	1,570,895.75

*** GRAND TOTAL *** 1,570,895.75

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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
2022 10 161	APP 1000-201000	04/06/2022	040622AP	AP0406			Accounts Payable		501,424.20	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 9999-104000	04/06/2022	040622AP	AP0406			Cash in Bank - Checking			1,570,895.75
							AP CASH DISBURSEMENTS JOURNAL			
	APP 4000-201000	04/06/2022	040622AP	AP0406			Accounts Payable		245,620.51	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 4001-201000	04/06/2022	040622AP	AP0406			Accounts Payable		178,530.41	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 3575-201000	04/06/2022	040622AP	AP0406			Accounts Payable		2,802.43	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 5021-201000	04/06/2022	040622AP	AP0406			Accounts Payable		437,026.94	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 3058-201000	04/06/2022	040622AP	AP0406			Accounts Payable		589.00	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 3810-201000	04/06/2022	040622AP	AP0406			Accounts Payable		118,003.52	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 4005-201000	04/06/2022	040622AP	AP0406			Accounts Payable		5,296.57	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 3573-201000	04/06/2022	040622AP	AP0406			Accounts Payable		30,695.31	
							AP CASH DISBURSEMENTS JOURNAL			
	APP 3075-201000	04/06/2022	040622AP	AP0406			Accounts Payable		50,906.86	
							AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL									1,570,895.75	1,570,895.75
DT DF									1,570,895.75	
	APP 9999-201010	04/06/2022	040622AP	AP0406			Pooled Cash Equity			501,424.20
	APP 1000-101010	04/06/2022	040622AP	AP0406			Pooled Cash Equity			245,620.51
	APP 4000-101010	04/06/2022	040622AP	AP0406			Pooled Cash Equity			178,530.41
	APP 4001-101010	04/06/2022	040622AP	AP0406			Pooled Cash Equity			2,802.43
	APP 3575-101010	04/06/2022	040622AP	AP0406			Pooled Cash Equity			437,026.94
	APP 5021-101010	04/06/2022	040622AP	AP0406			Pooled Cash Equity			589.00
	APP 3058-101010	04/06/2022	040622AP	AP0406			Pooled Cash Equity			118,003.52
	APP 3810-101010	04/06/2022	040622AP	AP0406			Pooled Cash Equity			5,296.57
	APP 4005-101010	04/06/2022	040622AP	AP0406			Pooled Cash Equity			30,695.31
	APP 3573-101010	04/06/2022	040622AP	AP0406			Pooled Cash Equity			50,906.86
	APP 3075-101010						Pooled Cash Equity			

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YEAR PER	JNL								
SRC ACCOUNT									
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT	
LINE DESC									
04/06/2022	040622AP	AP0406							
SYSTEM GENERATED ENTRIES TOTAL							1,570,895.75	1,570,895.75	
JOURNAL 2022/10/161 TOTAL							3,141,791.50	3,141,791.50	

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund	2022 10	161	04/06/2022			
1000-101010				Pooled Cash Equity		501,424.20
1000-201000				Accounts Payable	501,424.20	
				FUND TOTAL	501,424.20	501,424.20
3058 Comm Services Programs	2022 10	161	04/06/2022			
3058-101010				Pooled Cash Equity		589.00
3058-201000				Accounts Payable	589.00	
				FUND TOTAL	589.00	589.00
3075 Transient Lodging	2022 10	161	04/06/2022			
3075-101010				Pooled Cash Equity		50,906.86
3075-201000				Accounts Payable	50,906.86	
				FUND TOTAL	50,906.86	50,906.86
3573 Police Department Grants	2022 10	161	04/06/2022			
3573-101010				Pooled Cash Equity		30,695.31
3573-201000				Accounts Payable	30,695.31	
				FUND TOTAL	30,695.31	30,695.31
3575 Area Agency on Aging	2022 10	161	04/06/2022			
3575-101010				Pooled Cash Equity		2,802.43
3575-201000				Accounts Payable	2,802.43	
				FUND TOTAL	2,802.43	2,802.43
3810 Highway User Revenue Fund	2022 10	161	04/06/2022			
3810-101010				Pooled Cash Equity		118,003.52
3810-201000				Accounts Payable	118,003.52	
				FUND TOTAL	118,003.52	118,003.52
4000 Water Utility Fund	2022 10	161	04/06/2022			
4000-101010				Pooled Cash Equity		245,620.51
4000-201000				Accounts Payable	245,620.51	
				FUND TOTAL	245,620.51	245,620.51
4001 Wastewater Fund	2022 10	161	04/06/2022			
4001-101010				Pooled Cash Equity		178,530.41
4001-201000				Accounts Payable	178,530.41	
				FUND TOTAL	178,530.41	178,530.41
4005 Environmental Services	2022 10	161	04/06/2022			

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF	DATE	DEBIT	CREDIT
ACCOUNT					ACCOUNT DESCRIPTION		
4005-101010					Pooled Cash Equity		5,296.57
4005-201000					Accounts Payable	5,296.57	
					FUND TOTAL	5,296.57	5,296.57
5021 CIP General	2022	10	161	04/06/2022			
5021-101010					Pooled Cash Equity		437,026.94
5021-201000					Accounts Payable	437,026.94	
					FUND TOTAL	437,026.94	437,026.94
9999 Pooled Cash	2022	10	161	04/06/2022			
9999-104000					Cash in Bank - Checking		1,570,895.75
9999-201010					DT DF	1,570,895.75	
					FUND TOTAL	1,570,895.75	1,570,895.75

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FUND	DUE TO	DUE FR
1000 General Fund		501,424.20
3058 Comm Services Programs		589.00
3075 Transient Lodging		50,906.86
3573 Police Department Grants		30,695.31
3575 Area Agency on Aging		2,802.43
3810 Highway User Revenue Fund		118,003.52
4000 Water Utility Fund		245,620.51
4001 Wastewater Fund		178,530.41
4005 Environmental Services		5,296.57
5021 CIP General		437,026.94
9999 Pooled Cash	1,570,895.75	
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TOTAL	1,570,895.75	1,570,895.75

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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INVOICE	INV DATE	PO	CHECK	NET
140975 04/13/2022 PRD 1978 3M COMPANY 9414751881 655.78 38103202 521715	01/31/2022 22200335	041322AP	Signs & Markings	655.78
	CHECK	140975	TOTAL:	655.78
140976 04/13/2022 PRD 5566 ACRO SERVICE CORPORATION 1699357 727.75 10002121 520012	03/27/2022 22200874	041322AP	Contract Labor	727.75
ACRO SERVICE CORPORATION 1705224 487.80 10005180 520056	04/03/2022 22200757	041322AP	Inspection Services	487.80
ACRO SERVICE CORPORATION 1705070 727.75 10002121 520012	04/03/2022 22200874	041322AP	Contract Labor	727.75
ACRO SERVICE CORPORATION 1705069 727.75 10002121 520012	04/03/2022 22200404	041322AP	Contract Labor	727.75
	CHECK	140976	TOTAL:	2,671.05
140977 04/13/2022 PRD 5688 AJP ELECTRIC, INC 18918 404,568.31 50213170 543067	04/06/2022 22200697	041322AP	Miller & Broadway TS	404,568.31
	CHECK	140977	TOTAL:	404,568.31
140978 04/13/2022 PRD 1088 AMERICAN TOWER CORP 409274365 4,974.82 10002121 521505	04/01/2022 22200244	041322AP	Equipment Rental	4,974.82
AMERICAN TOWER CORP 409079169 4,974.82 10002121 521505	02/01/2022 22200244	041322AP	Equipment Rental	4,974.82
AMERICAN TOWER CORP 407224239 4,599.50 10002121 521505	05/01/2020 22200244	041322AP	Equipment Rental	4,599.50
AMERICAN TOWER CORP 408885176 4,974.82 10002121 521505	12/01/2021 22200244	041322AP	Equipment Rental	4,974.82
AMERICAN TOWER CORP 408466256 4,974.82 10002121 521505	07/01/2021 22200244	041322AP	Equipment Rental	4,974.82
	CHECK	140978	TOTAL:	24,498.78
140979 04/13/2022 PRD 1116 ARIZONA ELEVATOR SOLUTIONS, INC. 53145 745.60 10003174 520512	04/01/2022 22200195	041322AP	Building Repairs	745.60
	CHECK	140979	TOTAL:	745.60

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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
140980	04/13/2022	PRTD	1137 ARIZONA WATER COMPANY	MARCH 2022 75.00 40013230 520037	03/30/2022	22200398	041322AP Professional Services General	75.00
					CHECK	140980	TOTAL:	75.00
140981	04/13/2022	PRTD	1142 ASCENT AVIATION GROUP INC	829728 35,024.74 40103200 522505	03/16/2022	22200540	041322AP Airport Fuel for Resale	35,024.74
					CHECK	140981	TOTAL:	35,024.74
140982	04/13/2022	PRTD	6796 ASSURED DOCUMENT DESTRUCTION, INC	395704 150.00 10002121 520037	04/04/2022	22200505	041322AP Professional Services General	150.00
					CHECK	140982	TOTAL:	150.00
140983	04/13/2022	PRTD	1165 ARIZONA GLOVE & SAFETY	7566458 264.93 40013226 522152	04/04/2022	22200923	041322AP Safety Equipment	264.93
					CHECK	140983	TOTAL:	264.93
140984	04/13/2022	PRTD	7050 AZ WATER ASSOCIATION	2022-04202218141999 210.00 40003210 526110	04/06/2022	22201225	041322AP Conference and Seminars	210.00
					CHECK	140984	TOTAL:	210.00
140985	04/13/2022	PRTD	1193 BAKER & TAYLOR	2036528143 159.32 10004151 521550	02/23/2022	22200156	041322AP Library Materials	159.32
					CHECK	140985	TOTAL:	159.32
140986	04/13/2022	PRTD	1630 M&J TROPHIES AND APPAREL	111180 10,200.49 10004156 521922	03/03/2022	22201156	041322AP Uniforms	10,200.49
			M&J TROPHIES AND APPAREL	111327 6,068.13 10004156 521922	03/02/2022	22201156	041322AP Uniforms	6,068.13
			M&J TROPHIES AND APPAREL	0111301 254.39 10004156 521922	03/03/2022	22201156	041322AP Uniforms	254.39
					CHECK	140986	TOTAL:	16,523.01
140987	04/13/2022	PRTD	1124 ARIZONA LANGUAGE SPECIALISTS	BRAVO 2/2022 1,226.64 10002120 520037	02/28/2022	22200028	041322AP Professional Services General	1,226.64

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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
					CHECK	140987	TOTAL:	1,226.64
140988	04/13/2022	PRTD	5696 BROWN AND ASSOCIATES CERTIFIED IN 36857 12,330.00 10005180 520056		02/28/2022	22200134	041322AP Inspection Services	12,330.00
			BROWN AND ASSOCIATES CERTIFIED IN 36984 12,780.00 10005180 520056		03/25/2022	22200134	041322AP Inspection Services	12,780.00
					CHECK	140988	TOTAL:	25,110.00
140989	04/13/2022	PRTD	1257 BUSTAMANTE & KUFFNER PC March 31 2022 13,000.00 10001108 520021		03/31/2022	22200137	041322AP City Prosecutor	13,000.00
					CHECK	140989	TOTAL:	13,000.00
140990	04/13/2022	PRTD	6194 CABALLEROS LANDSCAPE INC 5-31-289 1,427.00 10003172 520035		03/31/2022	22200660	041322AP Landscaping Service	1,427.00
					CHECK	140990	TOTAL:	1,427.00
140991	04/13/2022	PRTD	3107 CALMAT CO 80946422 389.63 38103202 520502		03/28/2022	22200336	041322AP Street Overlay R & M	389.63
			CALMAT CO 80947243 346.92 38103202 520502		03/30/2022	22200336	041322AP Street Overlay R & M	346.92
			CALMAT CO 80948703 275.17 38103202 520502		03/31/2022	22200336	041322AP Street Overlay R & M	275.17
					CHECK	140991	TOTAL:	1,011.72
140992	04/13/2022	PRTD	1274 CALVERT OIL COMPANY 151971 2,166.54 40013222 520543		03/30/2022		041322AP WW R&M	2,166.54
			CALVERT OIL COMPANY 151972 2,166.54 40013221 520540		03/30/2022		041322AP Wastewater Plant R & M	2,166.54
					CHECK	140992	TOTAL:	4,333.08
140993	04/13/2022	PRTD	1279 CANON SOLUTIONS AMERICA, INC 4040477435 185.13 10005180 520037		03/31/2022	22200149	041322AP Professional Services General	185.13
					CHECK	140993	TOTAL:	185.13

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INVOICE	INV DATE	PO	CHECK	NET
140994 04/13/2022 PRD 5629 CARDNO, INC. 7,229.37 50213170 543074	03/09/2022 22201103	041322AP	Rdwy Impr - Watson-Dur/LBuck	7,229.37
CARDNO, INC. 4,095.06 50213170 543074	04/08/2022 22201103	041322AP	Rdwy Impr - Watson-Dur/LBuck	4,095.06
CHECK 140994 TOTAL:				11,324.43
140995 04/13/2022 PRD 5029 CDW GOVERNMENT LLC 965.10 50012140 521521	03/31/2022 22201116	041322AP	IT Equipment <\$5000	965.10
CDW GOVERNMENT LLC 1,999.02 10001192 521523	03/31/2022 22201274	041322AP	Equipment <\$5,000	1,999.02
CHECK 140995 TOTAL:				2,964.12
140996 04/13/2022 PRD 3021 CINTAS CORPORATION NO 3 71.23 10003171 521922	03/31/2022 22200171	041322AP	Uniforms	71.23
CINTAS CORPORATION NO 3 71.23 10003171 521922	04/07/2022 22200171	041322AP	Uniforms	71.23
CHECK 140996 TOTAL:				142.46
140997 04/13/2022 PRD 5299 COLT CONCRETE LLC 85,000.00 10003172 520018	04/05/2022 22201096	041322AP	General Contractual Services	85,000.00
CHECK 140997 TOTAL:				85,000.00
140998 04/13/2022 PRD 1332 COVERT TRACK GROUP INC 1,311.60 10002121 520030	04/12/2022 22201312	041322AP	Software Maintenance	1,311.60
CHECK 140998 TOTAL:				1,311.60
140999 04/13/2022 PRD 5295 DELL MARKETING L.P. 962.19 10001112 521521	04/05/2022 22200004	041322AP	IT Equipment <\$5000	962.19
DELL MARKETING L.P. 2,847.25 10001192 521523 1,217.59 10005180 521521	04/06/2022 22200907	041322AP	Equipment <\$5,000 IT Equipment <\$5000	4,064.84
CHECK 140999 TOTAL:				5,027.03

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				INVOICE	INV DATE	PO	CHECK	NET
141000	04/13/2022	PRTD	1367 DIBBLE & ASSOCIATES CONSULTING EN 1018028.05-4 17,722.15 40111113 543111		04/05/2022	22201004	041322AP Taxiway Rehabilitation	17,722.15
					CHECK	141000	TOTAL:	17,722.15
141001	04/13/2022	PRTD	6963 DMB WHITE TANK, LLC 040722 455,404.51 10001108 523041		04/07/2022		041322AP Reimbursement Agreements	455,404.51
					CHECK	141001	TOTAL:	455,404.51
141002	04/13/2022	PRTD	1388 E-Z TOWING & RECOVERY LLC 22-0115-5378 206.50 10002121 520033		04/06/2022	22200321	041322AP Vehicle Towing	206.50
			E-Z TOWING & RECOVERY LLC 22-0228-7090 137.75 10002121 520033		04/06/2022	22200321	041322AP Vehicle Towing	137.75
					CHECK	141002	TOTAL:	344.25
141003	04/13/2022	PRTD	3032 ECD SYSTEMS LLC 24186 295.00 10003172 526121		03/24/2022	22200178	041322AP On-line Subscriptions	295.00
			ECD SYSTEMS LLC 23090 46.00 10003172 526121		02/10/2022	22200178	041322AP On-line Subscriptions	46.00
			ECD SYSTEMS LLC 23089 44.00 10003172 526121		02/10/2022	22200178	041322AP On-line Subscriptions	44.00
			ECD SYSTEMS LLC 23088 44.00 10003172 526121		02/10/2022	22200178	041322AP On-line Subscriptions	44.00
			ECD SYSTEMS LLC 23087 44.00 10003172 526121		02/10/2022	22200178	041322AP On-line Subscriptions	44.00
			ECD SYSTEMS LLC 23086 44.00 10003172 526121		02/10/2022	22200178	041322AP On-line Subscriptions	44.00
			ECD SYSTEMS LLC 23085 44.00 10003172 526121		02/10/2022	22200178	041322AP On-line Subscriptions	44.00
			ECD SYSTEMS LLC 23091 26.00 10003172 526121		02/10/2022	22200178	041322AP On-line Subscriptions	26.00
			ECD SYSTEMS LLC 23079 26.00 10003172 526121		02/10/2022	22200178	041322AP On-line Subscriptions	26.00
			ECD SYSTEMS LLC 23052 132.00 10003172 526121		02/10/2022	22200178	041322AP On-line Subscriptions	132.00

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				INVOICE	INV DATE	PO	CHECK	NET
			ECD SYSTEMS LLC	23081	02/10/2022	22200178	041322AP	26.00
		26.00	10003172 526121		On-line Subscriptions			
			ECD SYSTEMS LLC	23082	02/10/2022	22200173	041322AP	26.00
		26.00	10003176 526121		On-line Subscriptions			
			ECD SYSTEMS LLC	23084	02/10/2022	22200173	041322AP	26.00
		26.00	10003176 526121		On-line Subscriptions			
					CHECK	141003	TOTAL:	823.00
141004	04/13/2022	PRTD	1393 ECONOLITE CONTROL PRODUCTS INC	INV209659	03/31/2022	22200296	041322AP	5,286.05
			5,286.05 38103202 520602		Traffic Signal R&M			
					CHECK	141004	TOTAL:	5,286.05
141005	04/13/2022	PRTD	1032 A TO Z EQUIPMENT RENTALS & SALES	434293-7	03/02/2022	22200208	041322AP	285.39
			285.39 38103202 521520		Small Tools<\$5,000			
					CHECK	141005	TOTAL:	285.39
141006	04/13/2022	PRTD	1426 FACTORY MOTOR PARTS CO	7-3512881	02/03/2022	22200368	041322AP	133.51
			133.51 10003171 522155		Operational Supplies			
			FACTORY MOTOR PARTS CO	7-3518252	02/09/2022	22200368	041322AP	124.98
			124.98 10003171 522155		Operational Supplies			
			FACTORY MOTOR PARTS CO	7-3522887	02/15/2022	22200368	041322AP	685.44
			685.44 10003171 522155		Operational Supplies			
			FACTORY MOTOR PARTS CO	7-3522930	02/15/2022	22200368	041322AP	36.72
			36.72 10003171 522155		Operational Supplies			
			FACTORY MOTOR PARTS CO	10-1460611	01/26/2022	22200368	041322AP	-285.46
			-285.46 10003171 522155		Operational Supplies			
			FACTORY MOTOR PARTS CO	10-1461252	02/03/2022	22200368	041322AP	686.68
			686.68 10003171 522155		Operational Supplies			
			FACTORY MOTOR PARTS CO	10-1461844	02/09/2022	22200368	041322AP	302.57
			302.57 10003171 522155		Operational Supplies			
			FACTORY MOTOR PARTS CO	88-401822	02/17/2022	22200368	041322AP	59.13
			59.13 10003171 522155		Operational Supplies			
			FACTORY MOTOR PARTS CO	7-3524721	02/17/2022	22200368	041322AP	114.24
			114.24 10003171 522155		Operational Supplies			

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				CHECK 141006 TOTAL:		1,857.81
141007	04/13/2022	PRTD	6998 EMERSON BOILER	33925	01/07/2022 22200963 041322AP	105,093.95
			105,093.95 10003172 541070		Other Equipment >\$5,000	
				CHECK 141007 TOTAL:		105,093.95
141008	04/13/2022	PRTD	5172 ENTELLUS INC	25436	02/22/2022 22200905 041322AP	4,940.67
			4,940.67 10005185 520006		Engineering Services	
				CHECK 141008 TOTAL:		4,940.67
141009	04/13/2022	PRTD	1414 EWING IRRIGATION PRODUCTS INC	16341018	03/24/2022 22200057 041322AP	5.65
			5.65 10004155 520586		Irrigation Systems Parts/Mater	
				CHECK 141009 TOTAL:		5.65
141010	04/13/2022	PRTD	6347 FERRELLGAS	2020291107	03/08/2022 22200177 041322AP	3,843.64
			3,843.64 10003172 526020		Propane - Pool Heater Central	
			FERRELLGAS	2020387900	03/14/2022 22200177 041322AP	3,356.62
			3,356.62 10003172 526020		Propane - Pool Heater Central	
				CHECK 141010 TOTAL:		7,200.26
141011	04/13/2022	PRTD	1440 FLEETPRIDE, INC	94957050	03/16/2022 22200301 041322AP	35.60
			35.60 10003171 522155		Operational Supplies	
			FLEETPRIDE, INC	94528096	03/09/2022 22200301 041322AP	9.66
			9.66 10003171 522155		Operational Supplies	
			FLEETPRIDE, INC	94956271	03/16/2022 22200301 041322AP	62.42
			62.42 10003171 522155		Operational Supplies	
			FLEETPRIDE, INC	96896102	03/31/2022 22200301 041322AP	28.46
			28.46 10003171 522155		Operational Supplies	
			FLEETPRIDE, INC	97556067	03/24/2022 22200301 041322AP	10.80
			10.80 10003171 522155		Operational Supplies	
			FLEETPRIDE, INC	93169375	02/17/2022 22200301 041322AP	245.10
			245.10 10003171 522155		Operational Supplies	
				CHECK 141011 TOTAL:		392.04

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				INVOICE	INV DATE	PO	CHECK	NET
141012	04/13/2022	PRTD	1459 FRIGID FLUID COMPANY	266638 8,961.76 50012140 521523	03/29/2022	22200145	041322AP Equipment <\$5,000	8,961.76
					CHECK	141012	TOTAL:	8,961.76
141013	04/13/2022	PRTD	1463 G.P.E.C.	11217 9,000.00 10001187 520018	04/06/2022	22200194	041322AP General Contractual Services	9,000.00
					CHECK	141013	TOTAL:	9,000.00
141014	04/13/2022	PRTD	5996 GCON INC	215137-01 3,993.00 10003177 521523	11/30/2021	22200772	041322AP Equipment <\$5,000	3,993.00
					CHECK	141014	TOTAL:	3,993.00
141015	04/13/2022	PRTD	1486 GRAYBAR	9326006672 290.51 40013231 521512	03/16/2022	22200298	041322AP Parts/Materials	290.51
					CHECK	141015	TOTAL:	290.51
141016	04/13/2022	PRTD	5537 HAZEN AND SAWYER	20114-016-5 194,590.08 40001113 543045	03/31/2022	22200486	041322AP Wtr Treatment Farallon #16	194,590.08
					CHECK	141016	TOTAL:	194,590.08
141017	04/13/2022	PRTD	5537 HAZEN AND SAWYER, P.C.	20114-018-2 13,932.25 40011113 543134	03/23/2022	22200975	041322AP Manhole Rehab & Assessment	13,932.25
					CHECK	141017	TOTAL:	13,932.25
141018	04/13/2022	PRTD	5180 HDR ENGINEERING, INC	1200421438 13,045.25 10005185 520006	04/06/2022	22201076	041322AP Engineering Services	13,045.25
					CHECK	141018	TOTAL:	13,045.25
141019	04/13/2022	PRTD	1551 INTERIOR SOLUTIONS OF AZ, LLC	118571-2-MB 437.76 10004150 521501	04/12/2022	22200157	041322AP Office Supplies	437.76
					CHECK	141019	TOTAL:	437.76
141020	04/13/2022	PRTD	6920 INTERSTATE MECHANICAL CORP	12092802 2,306.00 10003172 520512	03/21/2022	22201026	041322AP Building Repairs	2,306.00

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						CHECK	141020	TOTAL:	2,306.00
141021	04/13/2022	PRTD	5175 J2 ENGINEERING AND ENVIRONMENTAL	13705	7,598.27 50213170 543072	04/11/2022	22000792	041322AP	7,598.27
								Apache & Southern TS	
						CHECK	141021	TOTAL:	7,598.27
141022	04/13/2022	PRTD	5285 JONES BROTHERS INVESTMENTS LLC	04082022	53,999.55 10001108 523041	04/07/2022		041322AP	53,999.55
								Reimbursement Agreements	
						CHECK	141022	TOTAL:	53,999.55
141023	04/13/2022	PRTD	1566 JTB SUPPLY COMPANY INC	110197	13,620.97 38103202 520602	04/07/2022	22200315	041322AP	13,620.97
								Traffic Signal R&M	
						CHECK	141023	TOTAL:	13,620.97
141024	04/13/2022	PRTD	1596 LSH LIGHTS	SI202436	525.50 38103202 521508	02/15/2022	22200191	041322AP	525.50
								Automotive Expenses	
						CHECK	141024	TOTAL:	525.50
141025	04/13/2022	PRTD	1605 LAYER 8, LLC	1667	20,000.00 10001189 520018	03/27/2022	22201264	041322AP	20,000.00
								General Contractual Services	
			LAYER 8, LLC	1668	3,375.00 50212121 543143	04/03/2022	22201170	041322AP	3,375.00
								Police Training Center	
			LAYER 8, LLC	1669	8,400.00 10001189 520018	03/13/2022	22201231	041322AP	8,400.00
								General Contractual Services	
						CHECK	141025	TOTAL:	31,775.00
141026	04/13/2022	PRTD	6701 LEXISNEXIS COPLOGIC SOLUTIONS INC	808169-20220331	1,437.30 10002121 526121	03/31/2022	22200556	041322AP	1,437.30
								On-line Subscriptions	
						CHECK	141026	TOTAL:	1,437.30
141027	04/13/2022	PRTD	1621 LOGICALIS, INC	IN206569	47,503.91 40003210 521521	03/31/2022	22200885	041322AP	47,503.91
								IT Equipment <\$5000	
						CHECK	141027	TOTAL:	47,503.91

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141028	04/13/2022	PRTD	1645	MARICOPA COUNTY ANIMAL CARE & CON	04.2022	04/08/2022	22200032	041322AP	28,591.25
				28,591.25 10002121 520010		Animal Control			
						CHECK	141028	TOTAL:	28,591.25
141029	04/13/2022	PRTD	1666	METERING SERVICES INC.	10078802	03/29/2022	22200947	041322AP	10,689.84
				10,689.84 40003351 520575		Water Meters R & M			
						CHECK	141029	TOTAL:	10,689.84
141030	04/13/2022	PRTD	5741	MICHAEL WILSON KELLY-ARCHITECTS L	2021.11.04	04/01/2022	22200737	041322AP	9,872.50
				9,872.50 50213170 543149		City Hall Space Planning TI			
						CHECK	141030	TOTAL:	9,872.50
141031	04/13/2022	PRTD	6451	NESTLE WATERS NORTH AMERICA	02c6700459147	04/04/2022	22200114	041322AP	193.76
				193.76 10004150 521501		Office Supplies			
				NESTLE WATERS NORTH AMERICA	02c6700439645	04/04/2022	22200216	041322AP	222.50
				222.50 10005180 521501		Office Supplies			
						CHECK	141031	TOTAL:	416.26
141032	04/13/2022	PRTD	6451	NESTLE WATERS NORTH AMERICA	02c6700459152	04/04/2022	22200365	041322AP	133.66
				33.40 10003170 521501		Office Supplies			
				33.42 10003172 521501		Office Supplies			
				33.42 38103202 521501		Office Supplies			
				33.42 40053205 521501		Office Supplies			
						CHECK	141032	TOTAL:	133.66
141033	04/13/2022	PRTD	6451	NESTLE WATERS NORTH AMERICA	02c6700439637	04/04/2022	22200029	041322AP	45.85
				45.85 10002120 521501		Office Supplies			
						CHECK	141033	TOTAL:	45.85
141034	04/13/2022	PRTD	6451	NESTLE WATERS NORTH AMERICA	02c6701000492	04/04/2022	22200477	041322AP	85.05
				85.05 10001110 521501		Office Supplies			
						CHECK	141034	TOTAL:	85.05
141035	04/13/2022	PRTD	1736	O'REILLY AUTO PARTS	3589-353970	03/16/2022	22200285	041322AP	34.80
				34.80 10003171 522155		Operational Supplies			

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				INVOICE	INV DATE	PO	CHECK	NET
					CHECK	141035	TOTAL:	34.80
141036	04/13/2022	PRTD	999998 Bruce Cobo	20900 112.20 40103200 475600	04/07/2022 Miscellaneous		041322AP	112.20
					CHECK	141036	TOTAL:	112.20
141037	04/13/2022	PRTD	999994 Kathleen Lansing	041222 9.59 10004151 521550	04/12/2022 Library Materials		041322AP	9.59
					CHECK	141037	TOTAL:	9.59
141038	04/13/2022	PRTD	3024 PBC PHOENIX INC	544752 2,150.73 10003177 520019	02/28/2022 22200657 Custodial Contract		041322AP	2,150.73
			PBC PHOENIX INC	544750 1,182.66 10003177 520019	02/28/2022 22200657 Custodial Contract		041322AP	1,182.66
			PBC PHOENIX INC	546645 5,299.86 10003176 520019	02/01/2022 22200656 Custodial Contract		041322AP	5,299.86
			PBC PHOENIX INC	544751 4,845.64 10003170 520019	02/28/2022 22200652 Custodial Contract (PW)		041322AP	4,845.64
					CHECK	141038	TOTAL:	13,478.89
141039	04/13/2022	PRTD	6741 AIMS COMPANIES	931145 20,588.42 40013226 520037	03/29/2022 22200644 Professional Services General		041322AP	20,588.42
			AIMS COMPANIES	931146 3,472.78 40013221 520037	03/29/2022 22200488 Professional Services General		041322AP	3,472.78
			AIMS COMPANIES	931259 8,668.29 40013226 520037	04/06/2022 22200644 Professional Services General		041322AP	8,668.29
					CHECK	141039	TOTAL:	32,729.49
141040	04/13/2022	PRTD	6926 PIPING ALLOYS USA INC	I357161 575.56 40013231 521512	03/30/2022 22200451 Parts/Materials		041322AP	575.56
					CHECK	141040	TOTAL:	575.56
141041	04/13/2022	PRTD	2135 QUIKTRIP CORPORATION	4072022 38,046.26 10001108 523041	04/07/2022 Reimbursement Agreements		041322AP	38,046.26

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				CHECK	141041	TOTAL:	38,046.26
141042	04/13/2022	PRTD	5374 RDO EQUIPMENT CO.	W7735331 14,206.78 38103202 521508	03/16/2022 22200211	041322AP Automotive Expenses	14,206.78
				CHECK	141042	TOTAL:	14,206.78
141043	04/13/2022	PRTD	6903 RELX INC.	3093792488 103.84 10002120 526121	03/31/2022 22200015	041322AP On-line Subscriptions	103.84
				CHECK	141043	TOTAL:	103.84
141044	04/13/2022	PRTD	6718 RICHMIRE REFRIGERATION A/C & HEAT	I220317823 1,540.00 10003172 520512	02/18/2022 22200202	041322AP Building Repairs	1,540.00
			RICHMIRE REFRIGERATION A/C & HEAT	I220403849 1,506.25 10003172 520512	03/16/2022 22200202	041322AP Building Repairs	1,506.25
			RICHMIRE REFRIGERATION A/C & HEAT	I220403850 453.50 10003172 520512	03/21/2022 22200202	041322AP Building Repairs	453.50
			RICHMIRE REFRIGERATION A/C & HEAT	I220403851 440.00 10003172 520512	03/30/2022 22200202	041322AP Building Repairs	440.00
				CHECK	141044	TOTAL:	3,939.75
141045	04/13/2022	PRTD	5194 RICOH USA, INC.	EDD22020395 2,640.00 10001189 520030	02/28/2022 22200550	041322AP Software Maintenance	2,640.00
			RICOH USA, INC.	EDD22030244 2,640.00 10001189 520030	03/30/2022 22200550	041322AP Software Maintenance	2,640.00
				CHECK	141045	TOTAL:	5,280.00
141046	04/13/2022	PRTD	1847 RODEO FORD INC	164019 292.35 38103202 521508	03/16/2022 22200343	041322AP Automotive Expenses	292.35
			RODEO FORD INC	163979 220.17 10003171 522155	03/15/2022 22200343	041322AP Operational Supplies	220.17
			RODEO FORD INC	164280 279.81 10003171 522155	03/21/2022 22200343	041322AP Operational Supplies	279.81
			RODEO FORD INC	164709 257.12 10003171 522155	03/31/2022 22200343	041322AP Operational Supplies	257.12
			RODEO FORD INC	164774	04/01/2022 22200343	041322AP	59.60

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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
			59.60	10003171 522155	Operational Supplies			
		RODEO FORD INC		164948	04/05/2022	22200343	041322AP	204.00
			204.00	10003171 522155	Operational Supplies			
		RODEO FORD INC		505189	03/25/2022	22200343	041322AP	319.18
			319.18	10003171 522155	Operational Supplies			
					CHECK	141046	TOTAL:	1,632.23
141047	04/13/2022	PRTD	7058	SALT RIVER PROJECT AGRICULTURAL I 6000093391	03/14/2022	22201292	041322AP	100,000.00
				100,000.00 40003210 520037	Professional Services General			
					CHECK	141047	TOTAL:	100,000.00
141048	04/13/2022	PRTD	1868	SAN DIEGO POLICE EQUIPMENT CO 651446	03/24/2022	22200552	041322AP	53,775.60
				53,775.60 10002121 521900	Ammunition			
					CHECK	141048	TOTAL:	53,775.60
141049	04/13/2022	PRTD	1858	SHI INTERNATIONAL CORP B15014384	03/31/2022	22201284	041322AP	442.21
				442.21 40003210 520030	Software Maintenance			
		SHI INTERNATIONAL CORP		B15037970	04/06/2022	22201174	041322AP	42,697.13
			42,697.13	10001189 549999	Completed Capital			
					CHECK	141049	TOTAL:	43,139.34
141050	04/13/2022	PRTD	1903	SIERRA TRANSPORTATION & TECH 6450	04/05/2022	22200316	041322AP	12,182.58
				12,182.58 38103202 520602	Traffic Signal R&M			
		SIERRA TRANSPORTATION & TECH		6454	04/04/2022	22200316	041322AP	2,282.18
			2,282.18	38103202 520602	Traffic Signal R&M			
					CHECK	141050	TOTAL:	14,464.76
141051	04/13/2022	PRTD	3089	SOMERSET LANDSCAPE LLC PHXW345401	03/31/2022	22200617	041322AP	1,965.77
				1,965.77 38103202 520037	Professional Services General			
		SOMERSET LANDSCAPE LLC		PHXW347463	04/01/2022	22200663	041322AP	1,514.30
			1,514.30	10003176 520035	Landscaping Service			
					CHECK	141051	TOTAL:	3,480.07

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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
141052 04/13/2022 PRD 5643 STANTEC CONSULTING SERVICES INC. 1907503 25,000.00 40003210 543028	04/04/2022 Jackie A Meck Wtr Campus/BRWC		041322AP	25,000.00
	CHECK	141052	TOTAL:	25,000.00
141053 04/13/2022 PRD 1969 SUNSTATE EQUIPMENT CO. 10616309-001 3,462.20 38103202 521505	03/09/2022 22200210 Equipment Rental		041322AP	3,462.20
	CHECK	141053	TOTAL:	3,462.20
141054 04/13/2022 PRD 1977 SYMBOLARTS LLC 0399784-IN 1,368.60 10002121 521922	09/10/2021 22200881 Uniforms		041322AP	1,368.60
SYMBOLARTS LLC 0420170-IN 1,015.88 10002121 521922	01/14/2022 22200881 Uniforms		041322AP	1,015.88
SYMBOLARTS LLC 0409311-IN 814.99 10002121 521922	10/06/2021 22200881 Uniforms		041322AP	814.99
	CHECK	141054	TOTAL:	3,199.47
141055 04/13/2022 PRD 6505 THE CONCENTRIUM LLC 220302 3,016.16 10004150 523026	04/11/2022 22201258 Marketing/Publicity Exp		041322AP	3,016.16
	CHECK	141055	TOTAL:	3,016.16
141056 04/13/2022 PRD 7048 TRISTAR ENGINEERING AND MANAGEMEN 0321026.01 - 220301S04/07/2022 22201202 041322AP 12,408.00 10005185 520006 Engineering Services				12,408.00
	CHECK	141056	TOTAL:	12,408.00
141057 04/13/2022 PRD 2021 TYLER TECHNOLOGIES, INC. 045-371503 19,190.68 10001189 520030	04/01/2022 22201040 Software Maintenance		041322AP	19,190.68
	CHECK	141057	TOTAL:	19,190.68
141058 04/13/2022 PRD 5605 NAPA AUTO PARTS 649861 4.03 10003171 522155	03/31/2022 22200302 Operational Supplies		041322AP	4.03
NAPA AUTO PARTS 649811 17.25 10003171 522155	03/30/2022 22200302 Operational Supplies		041322AP	17.25
NAPA AUTO PARTS 649862 16.76 10003171 522155	03/31/2022 22200302 Operational Supplies		041322AP	16.76

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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
NAPA AUTO PARTS 649895 18.57 10003171 522155	03/31/2022	22200302	041322AP	18.57
Operational Supplies				
NAPA AUTO PARTS 649964 84.73 10003171 522155	03/31/2022	22200302	041322AP	84.73
Operational Supplies				
NAPA AUTO PARTS 650352 7.31 10003171 522155	04/04/2022	22200302	041322AP	7.31
Operational Supplies				
NAPA AUTO PARTS 646903 14.34 38103202 521508	03/08/2022	22200302	041322AP	14.34
Automotive Expenses				
NAPA AUTO PARTS 646902 54.64 10003171 522155	03/08/2022	22200302	041322AP	54.64
Operational Supplies				
NAPA AUTO PARTS 649830 8.56 10003171 522155	03/30/2022	22200302	041322AP	8.56
Operational Supplies				
NAPA AUTO PARTS 648306 87.32 10003171 522155	03/18/2022	22200302	041322AP	87.32
Operational Supplies				
NAPA AUTO PARTS 647615 4.13 10003171 522155	03/14/2022	22200302	041322AP	4.13
Operational Supplies				
NAPA AUTO PARTS 648931 222.74 10003171 522155	03/23/2022	22200302	041322AP	222.74
Operational Supplies				
NAPA AUTO PARTS 648838 10.59 10003171 522155	03/23/2022	22200302	041322AP	10.59
Operational Supplies				
NAPA AUTO PARTS 649039 19.99 10003171 522155	03/24/2022	22200302	041322AP	19.99
Operational Supplies				
NAPA AUTO PARTS 648594 6.47 10003171 522155	03/21/2022	22200302	041322AP	6.47
Operational Supplies				
NAPA AUTO PARTS 647764 59.60 10003171 522155	03/15/2022	22200302	041322AP	59.60
Operational Supplies				
NAPA AUTO PARTS 647429 31.50 10003171 522155	03/11/2022	22200302	041322AP	31.50
Operational Supplies				
NAPA AUTO PARTS 646879 69.31 10003171 522155	03/08/2022	22200302	041322AP	69.31
Operational Supplies				
NAPA AUTO PARTS 647121 17.48 10003171 522155	03/09/2022	22200302	041322AP	17.48
Operational Supplies				
NAPA AUTO PARTS 647005 53.05 10003171 522155	03/09/2022	22200302	041322AP	53.05
Operational Supplies				
NAPA AUTO PARTS 649651 03/29/2022 22200302 041322AP				16.89

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CASH ACCOUNT: 9999 104000 Cash in Bank - Checking
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				16.89	10003171	522155	Operational Supplies		
							CHECK	141058	TOTAL: 825.26
141059	04/13/2022	PRTD	5425	VORTEX INDUSTRIES	20-1579871	03/24/2022 22200193	041322AP		2,172.12
					2,172.12 10003172 520525	Hardware Maintenance			
				VORTEX INDUSTRIES	20-1569768	03/23/2022 22200193	041322AP		3,598.75
					3,598.75 10003172 520525	Hardware Maintenance			
				VORTEX INDUSTRIES	20-1578282	03/24/2022 22200193	041322AP		4,289.79
					4,289.79 10003172 520525	Hardware Maintenance			
						CHECK	141059	TOTAL:	10,060.66
141060	04/13/2022	PRTD	2077	OFFENDER WATCH	53247	04/07/2022 22200410	041322AP		186.18
					186.18 10002121 526121	On-line Subscriptions			
						CHECK	141060	TOTAL:	186.18
141061	04/13/2022	PRTD	1233	WESCO RECEIVABLES CORP	996229	03/30/2022 22200330	041322AP		1,035.01
					1,035.01 38103202 520602	Traffic Signal R&M			
						CHECK	141061	TOTAL:	1,035.01
141062	04/13/2022	PRTD	5919	WEST-MEC HIGH SCHOOL	AWARDS BANQUET	2/202202/22/2022	041322AP		350.00
					350.00 10002121 526116	Meeting Expenses			
						CHECK	141062	TOTAL:	350.00
141063	04/13/2022	PRTD	6743	WILLMENG CONSTRUCTION, INC.	13	04/07/2022 22100606	041322AP		1,668,689.44
					1,668,689.44 50214150 543055	Sundance Park Ph II			
						CHECK	141063	TOTAL:	1,668,689.44

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NUMBER OF CHECKS 89 *** CASH ACCOUNT TOTAL *** 3,762,249.20

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	89	3,762,249.20

*** GRAND TOTAL *** 3,762,249.20

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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
2022 10	464										
APP 3810-201000			04/13/2022	041322AP	AP0413			Accounts Payable		56,860.04	
APP 9999-104000			04/13/2022	041322AP	AP0413			AP CASH DISBURSEMENTS JOURNAL			3,762,249.20
APP 1000-201000			04/13/2022	041322AP	AP0413			Cash in Bank - Checking			
APP 5021-201000			04/13/2022	041322AP	AP0413			AP CASH DISBURSEMENTS JOURNAL			
APP 4001-201000			04/13/2022	041322AP	AP0413			Accounts Payable		1,106,504.98	
APP 4010-201000			04/13/2022	041322AP	AP0413			AP CASH DISBURSEMENTS JOURNAL			
APP 4000-201000			04/13/2022	041322AP	AP0413			Accounts Payable		2,105,427.95	
APP 5001-201000			04/13/2022	041322AP	AP0413			AP CASH DISBURSEMENTS JOURNAL			
APP 4011-201000			04/13/2022	041322AP	AP0413			Accounts Payable		52,200.82	
APP 4005-201000			04/13/2022	041322AP	AP0413			AP CASH DISBURSEMENTS JOURNAL			
			04/13/2022	041322AP	AP0413			Accounts Payable		35,136.94	
			04/13/2022	041322AP	AP0413			AP CASH DISBURSEMENTS JOURNAL			
			04/13/2022	041322AP	AP0413			Accounts Payable		378,436.04	
			04/13/2022	041322AP	AP0413			AP CASH DISBURSEMENTS JOURNAL			
			04/13/2022	041322AP	AP0413			Accounts Payable		9,926.86	
			04/13/2022	041322AP	AP0413			AP CASH DISBURSEMENTS JOURNAL			
			04/13/2022	041322AP	AP0413			Accounts Payable		17,722.15	
			04/13/2022	041322AP	AP0413			AP CASH DISBURSEMENTS JOURNAL			
			04/13/2022	041322AP	AP0413			Accounts Payable		33.42	
			04/13/2022	041322AP	AP0413			AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL										3,762,249.20	3,762,249.20
APP 9999-201010			04/13/2022	041322AP	AP0413			DT DF		3,762,249.20	
APP 3810-101010			04/13/2022	041322AP	AP0413			Pooled Cash Equity			56,860.04
APP 1000-101010			04/13/2022	041322AP	AP0413			Pooled Cash Equity			1,106,504.98
APP 5021-101010			04/13/2022	041322AP	AP0413			Pooled Cash Equity			2,105,427.95
APP 4001-101010			04/13/2022	041322AP	AP0413			Pooled Cash Equity			52,200.82
APP 4010-101010			04/13/2022	041322AP	AP0413			Pooled Cash Equity			35,136.94
APP 4000-101010			04/13/2022	041322AP	AP0413			Pooled Cash Equity			378,436.04
APP 5001-101010			04/13/2022	041322AP	AP0413			Pooled Cash Equity			9,926.86
APP 4011-101010			04/13/2022	041322AP	AP0413			Pooled Cash Equity			17,722.15
APP 4005-101010			04/13/2022	041322AP	AP0413			Pooled Cash Equity			33.42
SYSTEM GENERATED ENTRIES TOTAL										3,762,249.20	3,762,249.20

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 JOURNAL ENTRIES TO BE CREATED

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YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL	DESC	REF 1	REF 2	REF 3				
JOURNAL 2022/10/464							TOTAL	7,524,498.40	7,524,498.40

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund 1000-101010 1000-201000	2022 10	464	04/13/2022	Pooled Cash Equity Accounts Payable	1,106,504.98	1,106,504.98
				FUND TOTAL	1,106,504.98	1,106,504.98
3810 Highway User Revenue Fund 3810-101010 3810-201000	2022 10	464	04/13/2022	Pooled Cash Equity Accounts Payable	56,860.04	56,860.04
				FUND TOTAL	56,860.04	56,860.04
4000 Water Utility Fund 4000-101010 4000-201000	2022 10	464	04/13/2022	Pooled Cash Equity Accounts Payable	378,436.04	378,436.04
				FUND TOTAL	378,436.04	378,436.04
4001 Wastewater Fund 4001-101010 4001-201000	2022 10	464	04/13/2022	Pooled Cash Equity Accounts Payable	52,200.82	52,200.82
				FUND TOTAL	52,200.82	52,200.82
4005 Environmental Services 4005-101010 4005-201000	2022 10	464	04/13/2022	Pooled Cash Equity Accounts Payable	33.42	33.42
				FUND TOTAL	33.42	33.42
4010 Airport Fund 4010-101010 4010-201000	2022 10	464	04/13/2022	Pooled Cash Equity Accounts Payable	35,136.94	35,136.94
				FUND TOTAL	35,136.94	35,136.94
4011 Airport Improvement Fund 4011-101010 4011-201000	2022 10	464	04/13/2022	Pooled Cash Equity Accounts Payable	17,722.15	17,722.15
				FUND TOTAL	17,722.15	17,722.15
5001 Cemetery Improvement Fund 5001-101010 5001-201000	2022 10	464	04/13/2022	Pooled Cash Equity Accounts Payable	9,926.86	9,926.86
				FUND TOTAL	9,926.86	9,926.86
5021 CIP General	2022 10	464	04/13/2022			

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT								
5021-101010						Pooled Cash Equity		2,105,427.95
5021-201000						Accounts Payable	2,105,427.95	
							-----	-----
						FUND TOTAL	2,105,427.95	2,105,427.95
9999 Pooled Cash	2022	10	464	04/13/2022				
9999-104000						Cash in Bank - Checking		3,762,249.20
9999-201010						DT DF	3,762,249.20	
							-----	-----
						FUND TOTAL	3,762,249.20	3,762,249.20

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FUND	DUE TO	DUE FR
1000 General Fund		1,106,504.98
3810 Highway User Revenue Fund		56,860.04
4000 Water Utility Fund		378,436.04
4001 Wastewater Fund		52,200.82
4005 Environmental Services		33.42
4010 Airport Fund		35,136.94
4011 Airport Improvement Fund		17,722.15
5001 Cemetery Improvement Fund		9,926.86
5021 CIP General		2,105,427.95
9999 Pooled Cash	3,762,249.20	
	-----	-----
TOTAL	3,762,249.20	3,762,249.20

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

INVOICE

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141064	04/13/2022	PRTD	6205	GRANICUS, LLC.	150196	03/31/2022	22201242	41322AP	8,808.00
				8,808.00	10001102 520037			Professional Services General	
						CHECK	141064	TOTAL:	8,808.00

141065	04/13/2022	PRTD	1016	HAYDON BUILDING CORP	9229	03/30/2022	22200738	41322AP	117,450.85
				117,450.85	50214150 543121			Buckeye Vly Museum Facade Reno	
				HAYDON BUILDING CORP	9261	04/07/2022	22200939	41322AP	155,232.90
				155,232.90	50214150 543059			Perf Arts Center (A-wing)	
						CHECK	141065	TOTAL:	272,683.75

141066	04/13/2022	PRTD	5052	MATRIX NEW WORLD ENGINEERING, LAN	35422	03/22/2022	22200910	41322AP	800.00
				800.00	40001113 543156			Broadway Road Well #8	
				MATRIX NEW WORLD ENGINEERING, LAN	35423	03/22/2022	22200925	41322AP	191,021.68
				191,021.68	40001113 543151			Pilot well Exploration	
				MATRIX NEW WORLD ENGINEERING, LAN	35425	03/22/2022	22200925	41322AP	1,200.00
				1,200.00	40001113 543151			Pilot well Exploration	
						CHECK	141066	TOTAL:	193,021.68

141067	04/13/2022	PRTD	5447	NATIONAL LEAGUE OF CITIES	176925	02/01/2022		41322AP	4,810.00
				2,405.00	10001100 526120			Dues and Memberships	
				2,405.00	10001101 526120			Dues and Memberships	
						CHECK	141067	TOTAL:	4,810.00

141068	04/13/2022	PRTD	1995	THE ARIZONA REPUBLIC	4509031	04/07/2022	22200052	41322AP	215.15
				215.15	10001102 523055			Legal Printing and Advertising	
						CHECK	141068	TOTAL:	215.15

NUMBER OF CHECKS	5	*** CASH ACCOUNT TOTAL ***	479,538.58
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	COUNT	AMOUNT
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TOTAL PRINTED CHECKS	5	479,538.58

*** GRAND TOTAL ***	479,538.58
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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
2022 10 473	APP 1000-201000	04/13/2022	41322AP	AP4132			Accounts Payable AP CASH DISBURSEMENTS JOURNAL		13,833.15	
APP 9999-104000	04/13/2022	41322AP	AP4132				Cash in Bank - Checking AP CASH DISBURSEMENTS JOURNAL			479,538.58
APP 5021-201000	04/13/2022	41322AP	AP4132				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		272,683.75	
APP 4000-201000	04/13/2022	41322AP	AP4132				Accounts Payable AP CASH DISBURSEMENTS JOURNAL		193,021.68	
GENERAL LEDGER TOTAL									479,538.58	479,538.58
APP 9999-201010	04/13/2022	41322AP	AP4132				DT DF		479,538.58	
APP 1000-101010	04/13/2022	41322AP	AP4132				Pooled Cash Equity			13,833.15
APP 5021-101010	04/13/2022	41322AP	AP4132				Pooled Cash Equity			272,683.75
APP 4000-101010	04/13/2022	41322AP	AP4132				Pooled Cash Equity			193,021.68
SYSTEM GENERATED ENTRIES TOTAL									479,538.58	479,538.58
JOURNAL 2022/10/473 TOTAL									959,077.16	959,077.16

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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	2022 10	473	04/13/2022	Pooled Cash Equity Accounts Payable	13,833.15	13,833.15
				FUND TOTAL	13,833.15	13,833.15
4000 Water Utility Fund 4000-101010 4000-201000	2022 10	473	04/13/2022	Pooled Cash Equity Accounts Payable	193,021.68	193,021.68
				FUND TOTAL	193,021.68	193,021.68
5021 CIP General 5021-101010 5021-201000	2022 10	473	04/13/2022	Pooled Cash Equity Accounts Payable	272,683.75	272,683.75
				FUND TOTAL	272,683.75	272,683.75
9999 Pooled Cash 9999-104000 9999-201010	2022 10	473	04/13/2022	Cash in Bank - Checking DT DF	479,538.58	479,538.58
				FUND TOTAL	479,538.58	479,538.58

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FUND	DUE TO	DUE FR
1000 General Fund		13,833.15
4000 Water Utility Fund		193,021.68
5021 CIP General		272,683.75
9999 Pooled Cash	479,538.58	
	-----	-----
TOTAL	479,538.58	479,538.58

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

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

MEETING DATE: 05/03/22	AGENDA ITEM: 6.A. Desert Moon Estates Phase 3-Parcel 6A & 6B Final Plat
DATE PREPARED: 04/28/22	DISTRICT NO.: 4
STAFF LIAISON: Patricia Cooley, Planner I, pcooley@buckeyeaz.gov, (623) 349-6233	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on a final plat for Desert Moon Estates Phase 3-Parcel 6A & 6B, generally located south of the southeast corner of West Yuma Road and South Apache 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 Final Plat for Phase 3 - Parcel 6A & 6B of Desert Moon Estates consisting of approximately 18.45 acres. The project is located generally south of the southeast corner of West Yuma Road and South Apache Road. The project includes 67 single-family home lots with an overall gross density of 3.63 dwelling units per acre. The typical lot size is 45' x 115'. The proposal is in substantial conformance to the approved Desert Moon Estates Preliminary Plat. All reviewing departments have approved this proposal. The applicant has also obtained a Certificate of Assured Water Supply from the Arizona Department of Water Resources, per A.R.S. §9-463.01.IT.

BENEFITS:

The approval of this plat will allow continued development of traditional single-family residences within the City of Buckeye.

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

ATTACHMENTS:

[PLZS-21-00098 Desert Moon Estates Phase 3 Parcel 6A & 6B FINAL PLAT.pdf](#)

[Narrative.pdf](#)

[Certificate of Assured Water Supply.pdf](#)

[Vicinity Map.pdf](#)

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS: THAT FORESTAR (USA) REAL ESTATE GROUP INC. A DELAWARE CORPORATION, AS OWNER HAS SUBDIVIDED UNDER THE NAME "DESERT MOON ESTATES PHASE 3 - PARCEL 6A & 6B", A SUBDIVISION LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "DESERT MOON ESTATES PHASE 3 - PARCEL 6A & 6B" A PLANNED RESIDENTIAL DEVELOPMENT AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING THE SAME AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT. OWNERS HEREBY DEDICATES TO THE PUBLIC, FOR USE AS SUCH, STREETS AND EASEMENTS AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

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

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

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

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

FORESTAR (USA) REAL ESTATE GROUP INC. A DELAWARE CORPORATION ("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.

TRACT 6A-A, IS DECLARED TO BE FOR TRANSMISSION LINE EASEMENT, ELECTRIC EASEMENT, LANDSCAPE, DRAINAGE, OPEN SPACE AND PEDESTRIAN ACCESS AS SHOWN IN THE TRACT TABLE INCLUDED HEREON.

TRACT 6B-A IS DECLARED TO BE FOR TRANSMISSION LINE EASEMENT, LANDSCAPE, DRAINAGE, OPEN SPACE AND PEDESTRIAN ACCESS AS SHOWN IN THE TRACT TABLE INCLUDED HEREON.

TRACT 6B-B IS DECLARED TO BE FOR TRANSMISSION LINE EASEMENT, WATERLINE EASEMENT, LANDSCAPE, DRAINAGE, OPEN SPACE AND PEDESTRIAN ACCESS AS SHOWN IN THE TRACT TABLE INCLUDED HEREON.

TRACT 6A-D, 6A-E, 6A-F AND 6A-G ARE DECLARED TO BE FOR LANDSCAPE, DRAINAGE, OPEN SPACE AND PEDESTRIAN ACCESS AS SHOWN IN THE TRACT TABLE INCLUDED HEREON.

TRACT 6A-B TRACT 6A-C, AND TRACT 6A-H, ARE DECLARED TO BE FOR LANDSCAPE, AND OPEN SPACE AS SHOWN IN THE TRACT TABLE INCLUDED HEREON.

ALL TRACTS ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION (HOA). THERE HAS BEEN OR IS BEING RECORDED HERewith A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S) FOR DESERT MOON.

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.

NOTHING CONTAINED HEREIN SHALL BE DEEMED TO DEDICATE ANY PORTION OF THE TRACTS FOR PUBLIC USE OTHER THAN FOR EASEMENTS SPECIFICALLY GRANTED TO THE PUBLIC HEREIN.

THE CITY OF BUCKEYE IS HEREBY GIVEN AN EASEMENT FOR MAINTENANCE OF ROADWAYS, LANDSCAPING, DRAINAGE AND RETENTION AREAS ON TRACT 6A-A, TRACT 6B-A AND 6B-B. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF BUCKEYE AT ANY SUCH TIME WHEN THE HOMEOWNERS ASSOCIATION FAILS TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, DRAINAGE AND RETENTION AREAS. AS LONG AS THE HOMEOWNERS ASSOCIATION IS IN EXISTENCE, IT IS RESPONSIBLE FOR PROVIDING ALL MAINTENANCE OF LANDSCAPING, DRAINAGE AND RETENTION AREAS REGARDLESS OF THE DEDICATION OF THE EASEMENT.

OWNER WARRANTS AND REPRESENTS TO THE CITY OF BUCKEYE TO BE THE SOLE OWNER OF THE PROPERTY COVERED HEREBY AND THAT EVERY LENDER, EASEMENT HOLDER, OR OTHER PERSON, OR ENTITY, HAVING ANY INTEREST IN THE LAND ADVERSE TO OR INCONSISTENT WITH THE DEDICATION, CONVEYANCES OR OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS PLAT HAS CONSENTED TO, OR JOINED IN THE PLAT, AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE, OR WHICH OWNER WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS PLAT IS RECORDED.

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 _____, 2022.

FORESTAR (USA) REAL ESTATE GROUP INC. A DELAWARE CORPORATION

BY: _____
BRIAN KONDERIK

ITS: MANAGER

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS, THE ____ DAY OF _____ 2022, BEFORE ME THE UNDERSIGNED NOTARY, BRIAN KONDERIK PERSONALLY APPEARED WHO ACKNOWLEDGED HIMSELF TO BE THE AUTHORIZED SIGNATORY OF FORESTAR (USA) REAL ESTATE GROUP INC. A DELAWARE CORPORATION, AND ACKNOWLEDGED THAT HE/SHE, BEING DULY AUTHORIZED SO TO DO, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

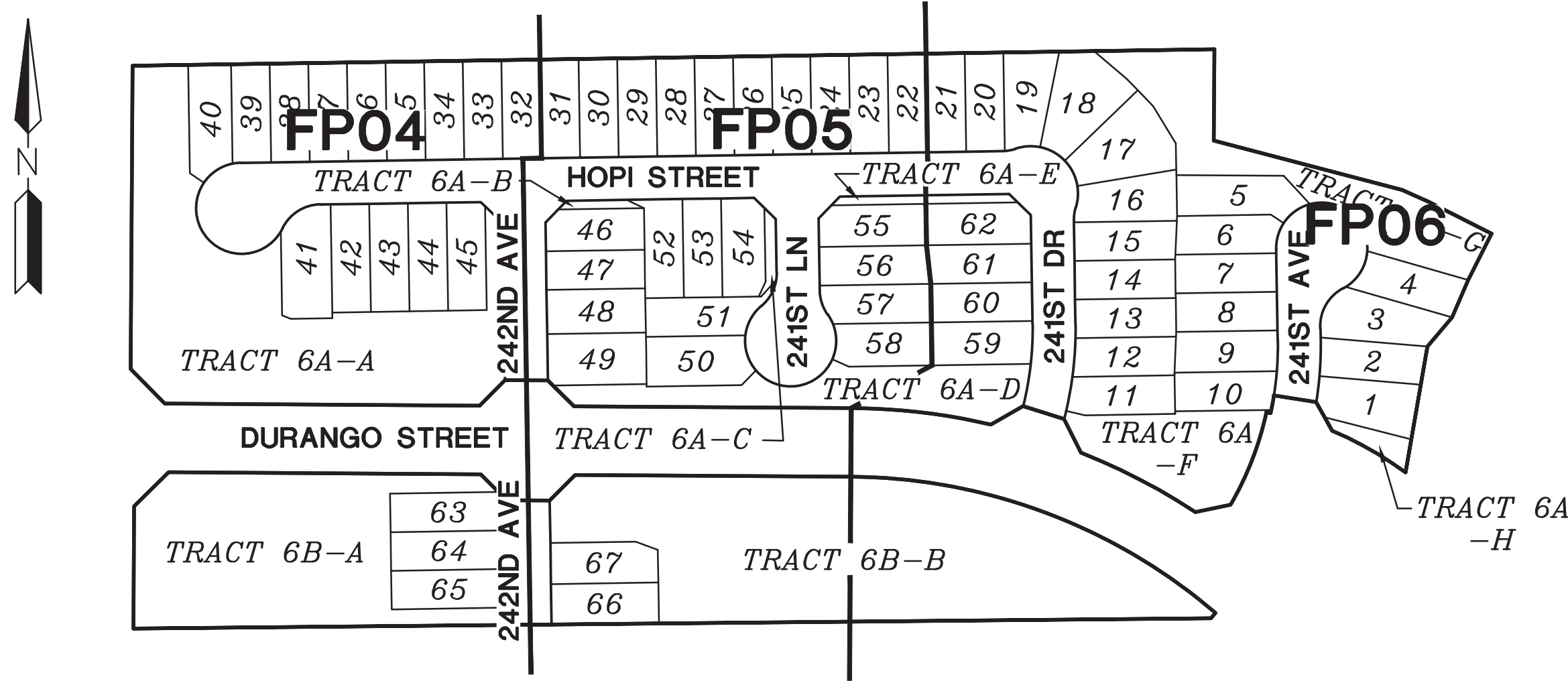
MY COMMISSION EXPIRES

FINAL PLAT

FOR

"DESERT MOON ESTATES PHASE 3 - PARCEL 6A & 6B"

LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 16,
TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA



NOTES

- EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
(A) WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING.
(B) CONSTRUCTION OR STRUCTURES OR BUILDINGS EXPRESSLY APPROVED IN WRITING, BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT AND THE CITY OF BUCKEYE.
- ALL UTILITIES ARE TO BE INSTALLED UNDERGROUND, EXCEPT FOR CABINETS, ENCLOSURES AND POWER LINES 69KV AND LARGER.
- NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENT MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHT-OF-WAYS, INCLUDING; LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
- IN EASEMENTS FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER OR ANY COMBINATION THEREOF, ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN THE EASEMENT AREA. NO TREES ARE ALLOWED.
- VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT. TREE CANOPIES OVERHANGING THE EASEMENTS, SHALL BE KEPT TRIMMED TO A HEIGHT OF NO LESS THEN 7'. NO TREES ARE TO BE INSTALLED WITHIN 6' OF ANY FIRE HYDRANT. NO BOULDERS ARE TO BE INSTALLED IN THE VNAE, PUE, R/W OR WITHIN 6' OF THE BACK OF CURB. ANY VEGETATION INCLUDING TREES, SHRUBS, BUSHES OR GROUND COVER, MAY BE REMOVED FOR ANY REASON IF DEEMED NECESSARY BY THE CITY OF BUCKEYE.
- THIS SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT (2019-MID-006) AND STREET LIGHT IMPROVEMENT DISTRICT (2007-SLD-010).
- 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.
- FINAL PLAT APPROVAL BY THE CITY IS SUBJECT TO FINANCIAL ASSURANCES BEING IN PLACE FOR ALL IMPROVEMENTS AS SHOWN ON THE APPROVED PLANS. THE CITY WILL NOT RECORD ANY PLATS UNTIL SUCH TIME FINANCIAL ASSURANCES ARE IN PLACE. IF AFTER 180 DAYS FROM CITY COUNCIL APPROVAL THE FINAL PLAT HAS NOT BEEN RECORDED, THEN IT SHALL BE NULL AND VOID. A VALID PRELIMINARY PLAT NEEDS TO BE IN PLACE PRIOR TO APPROVAL OF ANY FINAL PLAT ASSOCIATED WITHIN THE PROJECT IN ACCORDANCE WITH THE DEVELOPMENT CODE. THE SIGNED PLAT WILL NOT BE SUBMITTED TO THE CITY FOR SIGNATURE OR RECORDING UNTIL FINANCIAL ASSURANCES ARE IN PLACE.
- ONE SIDE OF EACH STREET WITHIN THIS SUBDIVISION SHALL BE FOREVER DESIGNATED AS NO PARKING TO ACCOMMODATE TRASH COLLECTION AND STREET SWEEPING REQUIREMENTS, SEE ARS 33-1818.

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF BUCKEYE ON THIS _____ DAY OF _____ 2022.

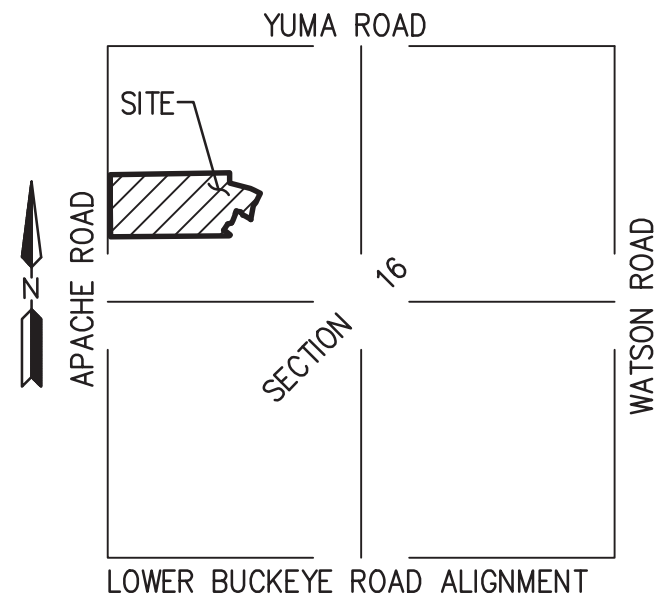
BY: _____
MAYOR

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



VICINITY MAP
NOT TO SCALE

AREA

PARCEL A = 610,894 SQ. FT.
OR 14.024 ACRES
PARCEL B = 192,858 SQ. FT.
OR 4.427 ACRES
TOTAL AREA = 803,752 SQ. FT.
OR 18.452 ACRES

SHEET INDEX

FP01 COVER SHEET, SHEET INDEX MAP & NOTES
FP02 LOT, R/W & TRACT AREA TABLE, LOT SETBACK DETAIL
FP03 BOUNDARY MAP
FP04-FP06 FINAL PLAT

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
CONTACT: BRIAN BENEDICT, RLS

ENGINEER

HILGARTWILSON, LLC
2141 E. HIGHLAND AVENUE SUITE 250
PHOENIX, AZ 85016
PHONE: (602) 490-0535
FAX: (602) 368-2436
CONTACT: DAVID GEORGE
EMAIL: DGEORGE@HILGARTWILSON.COM

OWNER

FORESTAR (USA) REAL ESTATE GROUP INC
1661 EAST CAMELBACK ROAD SUITE 330
PHOENIX, ARIZONA 85016
PHONE: (480) 801-2421
CONTACT: BRIAN KONDERIK

BASIS OF BEARING

BASIS OF BEARING IS N00°20'43"E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON RESULTS OF SURVEY, BOOK 1266 OF MAPS, PAGE 37, MARICOPA COUNTY RECORDS, BETWEEN THE MONUMENTS AS SHOWN HEREON.

BENCH MARK

BENCHMARK IS A FOUND 3" MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE LOCATED AT THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, PER RECORD OF SURVEY PLSS SUBDIVISION AS RECORDED IN BOOK 638, PAGE 32, RECORDS OF MARICOPA COUNTY, ARIZONA.
ELEVATION = 1056.829 NAVD88 DATUM

FLOOD ZONE DESIGNATION

THE PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO 04013C2115L, WITH A REVISION DATE OF OCTOBER 16, 2013 FOR COMMUNITY NO. 040039, IN THE CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

ZONING DESIGNATION

"PR" PLANNED RESIDENTIAL

100 YEAR ASSURED WATER SUPPLY

THIS SUBDIVISION IS WITHIN THE CITY OF BUCKEYE WATER SERVICE AREA AND HAS OBTAINED A CERTIFICATE OF 100 YEAR ASSURED WATER SUPPLY FROM THE ARIZONA DEPARTMENT OF WATER RESOURCES, CERTIFICATE NUMBER: 30-402056.0001

CERTIFICATION

I, BRIAN BENEDICT, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT CONSISTING OF 6 SHEETS CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME DURING THE MONTH OF JUNE, 2021, THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN, THAT ALL MONUMENTS EXIST OR WILL BE SET AND, THAT THEIR POSITIONS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BRIAN J. BENEDICT
RLS# 32222
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
bbenedict@hilgartwilson.com



NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

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DESERT MOON ESTATES PHASE 3 - PARCEL 6A & 6B

APACHE ROAD & YUMA ROAD

BUCKEYE, ARIZONA

FINAL PLAT

STATUS:

PROJ. NO.: 1826

DATE: APR 2022

SCALE: AS SHOWN

DRAWN: MRM

APPROVED: BJB

MUNICIPAL TRACKING NO:

PLZS-21-00098

DWG. NO.

FP01

SHT. 1 OF 6

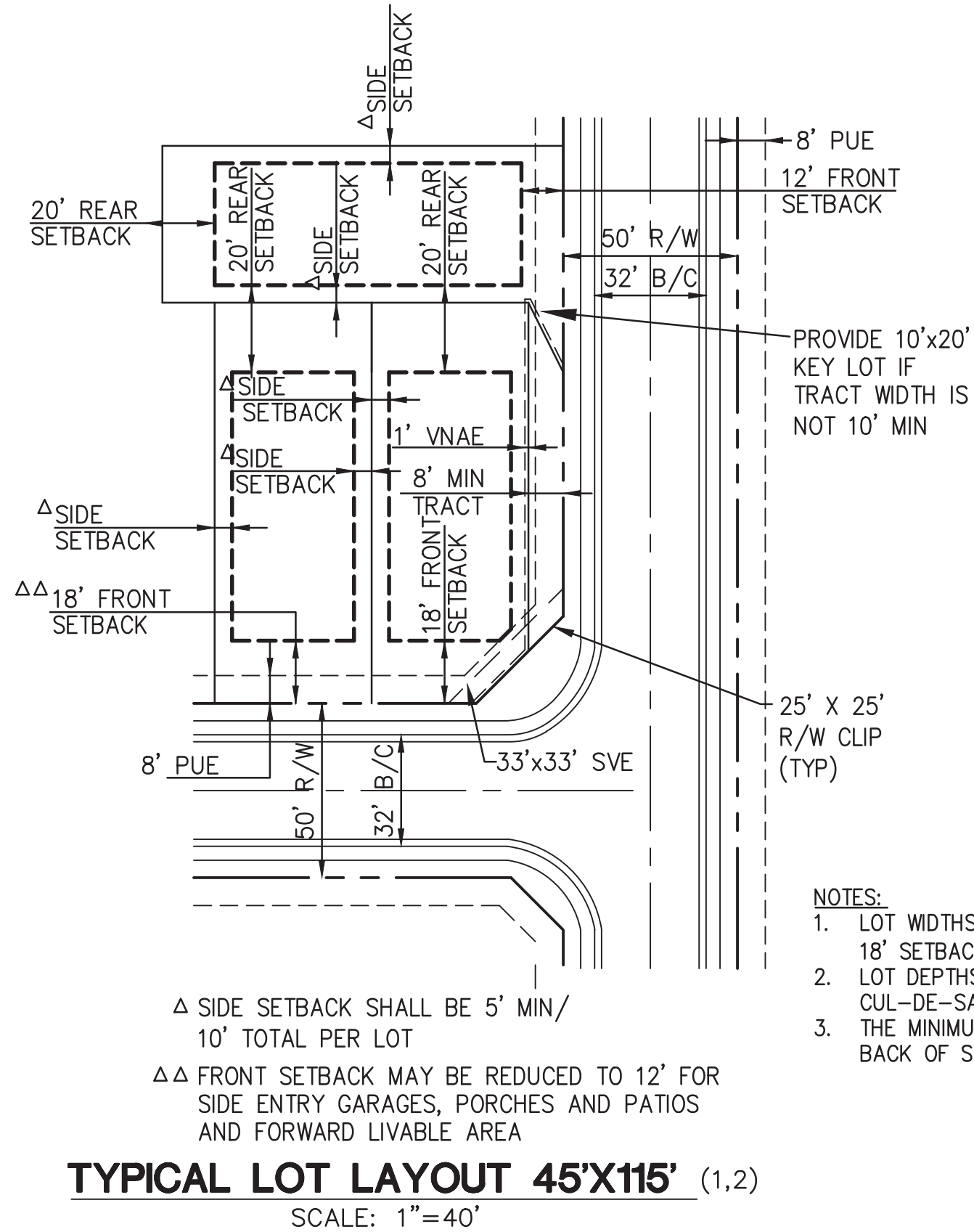
LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	6345	0.146
LOT : 2	5470	0.126
LOT : 3	6931	0.159
LOT : 4	5714	0.131
LOT : 5	6612	0.152
LOT : 6	5341	0.123
LOT : 7	5309	0.122
LOT : 8	5310	0.122
LOT : 9	5646	0.130
LOT : 10	5215	0.120
LOT : 11	5490	0.126
LOT : 12	5301	0.122
LOT : 13	5279	0.121
LOT : 14	5277	0.121
LOT : 15	5338	0.123
LOT : 16	5977	0.137
LOT : 17	8376	0.192
LOT : 18	8399	0.193
LOT : 19	5933	0.136
LOT : 20	5175	0.119

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 21	5175	0.119
LOT : 22	5175	0.119
LOT : 23	5175	0.119
LOT : 24	5175	0.119
LOT : 25	5175	0.119
LOT : 26	5175	0.119
LOT : 27	5175	0.119
LOT : 28	5175	0.119
LOT : 29	5175	0.119
LOT : 30	5175	0.119
LOT : 31	5175	0.119
LOT : 32	5175	0.119
LOT : 33	5175	0.119
LOT : 34	5175	0.119
LOT : 35	5175	0.119
LOT : 36	5175	0.119
LOT : 37	5175	0.119
LOT : 38	5175	0.119
LOT : 39	5178	0.119
LOT : 40	6317	0.145

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 41	7327	0.168
LOT : 42	5670	0.130
LOT : 43	5670	0.130
LOT : 44	5670	0.130
LOT : 45	5657	0.130
LOT : 46	5454	0.125
LOT : 47	5175	0.119
LOT : 48	5934	0.136
LOT : 49	6882	0.158
LOT : 50	6887	0.158
LOT : 51	5821	0.134
LOT : 52	5275	0.121
LOT : 53	5175	0.119
LOT : 54	5654	0.130
LOT : 55	5953	0.137
LOT : 56	5732	0.132
LOT : 57	5613	0.129
LOT : 58	5585	0.128
LOT : 59	5848	0.134
LOT : 60	5305	0.122

TRACT TABLE			
TRACT	AREA (SQ.FT.)	AREA (ACRES)	USE
TRACT 6A-A	76,074	1.746	TRANSMISSION LINE EASEMENT, ELECTRIC EASEMENT, LANDSCAPE, DRAINAGE, OPEN SPACE AND PEDESTRIAN ACCESS
TRACT 6A-B	850	0.020	LANDSCAPE AND OPEN SPACE
TRACT 6A-C	1,144	0.026	LANDSCAPE AND OPEN SPACE
TRACT 6A-D	21,386	0.491	LANDSCAPE, DRAINAGE, OPEN SPACE AND PEDESTRIAN ACCESS
TRACT 6A-E	2,073	0.048	LANDSCAPE AND OPEN SPACE AND PEDESTRIAN ACCESS
TRACT 6A-F	18,119	0.416	LANDSCAPE, DRAINAGE, OPEN SPACE AND PEDESTRIAN ACCESS
TRACT 6A-G	27,452	0.630	LANDSCAPE, DRAINAGE, OPEN SPACE, PEDESTRIAN ACCESS AND SEWER EASEMENT
TRACT 6A-H	2,309	0.053	LANDSCAPE AND OPEN SPACE
TRACT 6B-A	58,282	1.338	TRANSMISSION LINE EASEMENT, LANDSCAPE, DRAINAGE, OPEN SPACE AND PEDESTRIAN ACCESS
TRACT 6B-B	97,213	2.232	TRANSMISSION LINE EASEMENT, WATERLINE EASEMENT, LANDSCAPE, DRAINAGE, OPEN SPACE AND PEDESTRIAN ACCESS

RIGHT OF WAY TABLE		
PARCEL NO.	AREA (SQ.FT)	AREA (ACRES)
241ST AVENUE	15,758	0.362
241ST DRIVE	11,402	0.262
241ST LANE	13,587	0.312
242ND AVENUE-1	9,169	0.210
242ND AVENUE-2	7,244	0.166
HOPI STREET	61,009	1.401

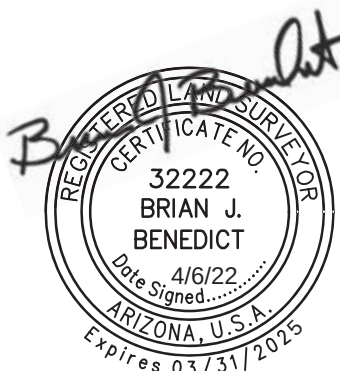


LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 61	5397	0.124
LOT : 62	5792	0.133
LOT : 63	6073	0.139
LOT : 64	6120	0.140
LOT : 65	6120	0.140
LOT : 66	5933	0.136
LOT : 67	5874	0.135

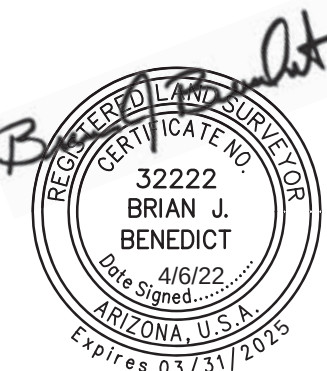
SITE SUMMARY TABLE								
PARCEL NO.	ZONING	TYPICAL LOT WIDTH X DEPTH (5,6)	MINIMUM YARD SETBACKS					ALLOWABLE LOT COVERAGE
			FRONT TO LIVABLE	FRONT TO GARAGE (FRONT FACING)	FRONT TO SIDE GARAGE (SIDE LOADED)	REAR	SIDE (7)	
6A	PR	45' X 115'	12' (1,4)	18' (2,4)	12' (3,4)	20'	5' & 5' 10' TOTAL	(8)

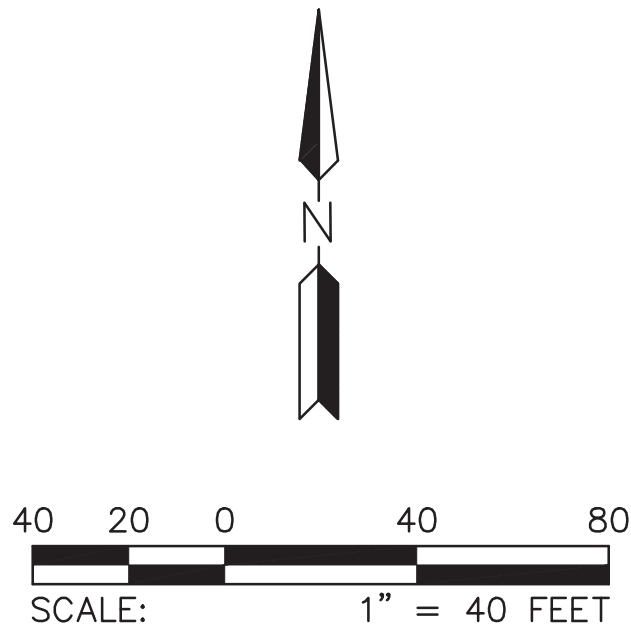
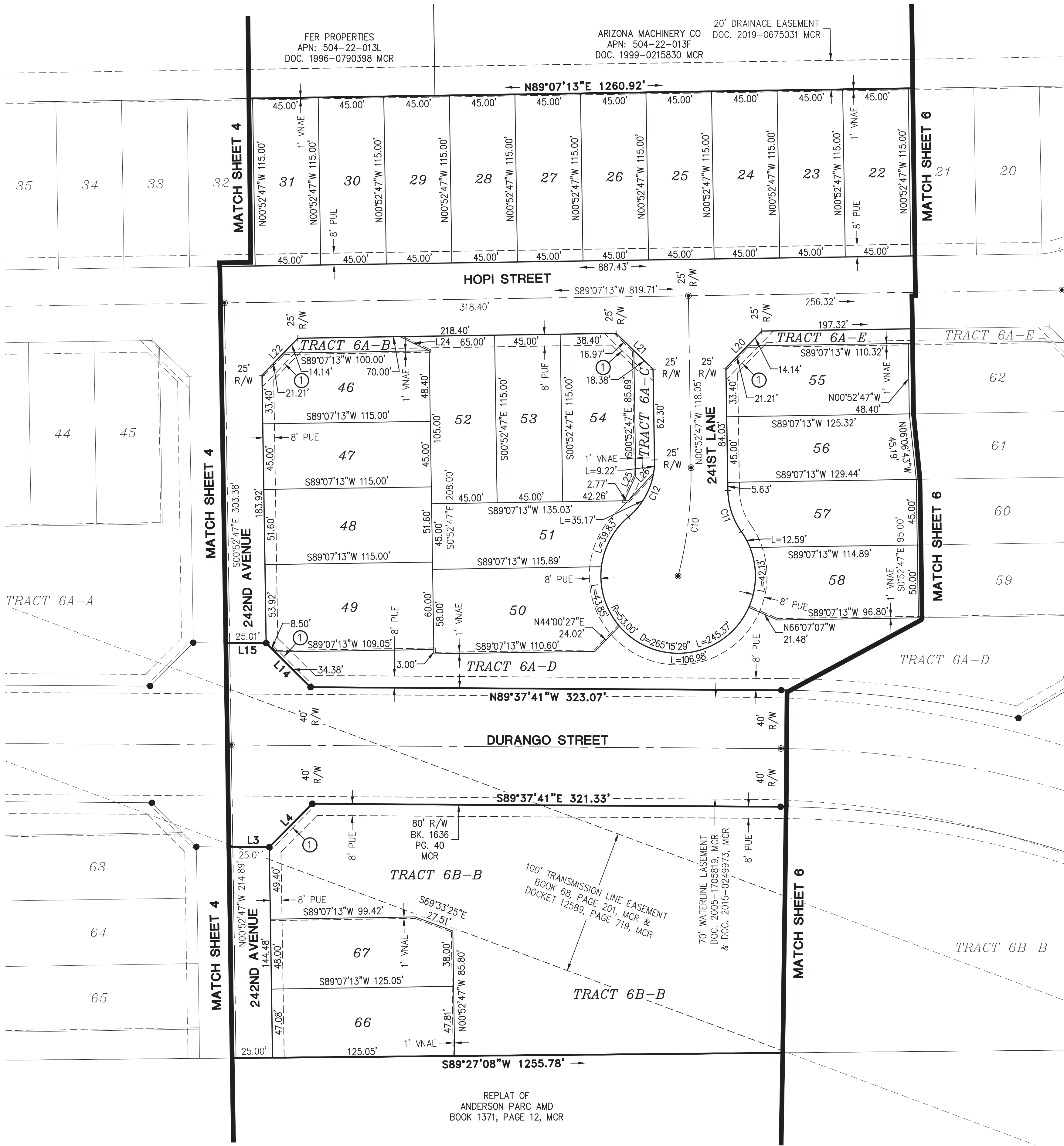
SITE SUMMARY TABLE								
PARCEL NO.	ZONING	TYPICAL LOT WIDTH X DEPTH (5,6)	MINIMUM YARD SETBACKS					ALLOWABLE LOT COVERAGE
			FRONT TO LIVABLE	FRONT TO GARAGE (FRONT FACING)	FRONT TO SIDE GARAGE (SIDE LOADED)	REAR	SIDE (7)	
6B	PR	45' X 125'	12' (1,4)	18' (2,4)	12' (3,4)	20'	5' & 5' 10' TOTAL	(8)

1. TO LIVABLE AREA WHEN HOME HAS A RECESSED GARAGE.
2. FOR FRONT LOADING GARAGES
3. FOR SIDE LOADING GARAGES
4. ALL DRIVEWAYS SHALL BE A MINIMUM LENGTH OF 20' AS MEASURED FROM THE BACK OF THE SIDEWALK TO THE FRONT GARAGE PLANE.
5. LOT WDT IS MEASURED AT 18' FRONT SETBACK FOR ALL LOTS.
6. TYPICAL LOT DEPTH MAY BE REDUCED BY UP TO 10 FEET.
8. NOT APPLICABLE. CONTROLLED BY BUILDING SETBACKS.



PROJ. NO.: 1826	STATUS:
DATE: APR 2022	MUNICIPAL TRACKING NO:
SCALE: AS SHOWN	PLZS-21-00098
DRAWN: MRM	
APPROVED: BJB	





LEGEND	
○	FOUND MONUMENT AS NOTED
⊙	FOUND BRASS CAP FLUSH
●	BRASS CAP FLUSH TO BE SET PER
●	MAG STD DETAIL 120 TYPE "B"
●	SET 1/2" REBAR W/CAP, RLS 32222 OR AS NOTED
---	BOUNDARY LINE
---	SECTION LINE
---	CENTER LINE
---	RIGHT OF WAY
---	EASEMENT LINE
---	PARCEL LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
S.E.	SEWER EASEMENT
BK.	BOOK
PG.	PAGE
M.C.R.	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
①	33"X33" VISIBILITY TRIANGLE EASEMENT

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L3	S89°37'41"E	50.01'
L4	N44°44'46"E	41.96'
L14	N45°15'14"W	42.89'
L15	N89°37'41"W	50.01'
L20	N44°07'13"E	35.36'
L21	S45°52'47"E	35.36'
L22	N44°07'13"E	35.36'
L24	S64°18'53"E	22.36'
L25	N24°18'42"E	19.12'
L26	S42°31'20"W	25.50'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C10	279.95'	15°21'37"	75.05'
C11	50.00'	34°23'13"	30.01'
C12	50.00'	50°52'16"	44.39'



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DESERT MOON ESTATES PHASE 3 - PARCEL 6A & 6B

APACHE ROAD & YUMA ROAD
BUCKEYE, ARIZONA

FINAL PLAT

PROJ. NO.: 1826

DATE: APR 2022

SCALE: AS SHOWN

DRAWN: MRM

APPROVED: BJB

STATUS:

MUNICIPAL TRACKING NO:

PLZS-21-00098

DWG. NO.

FP05

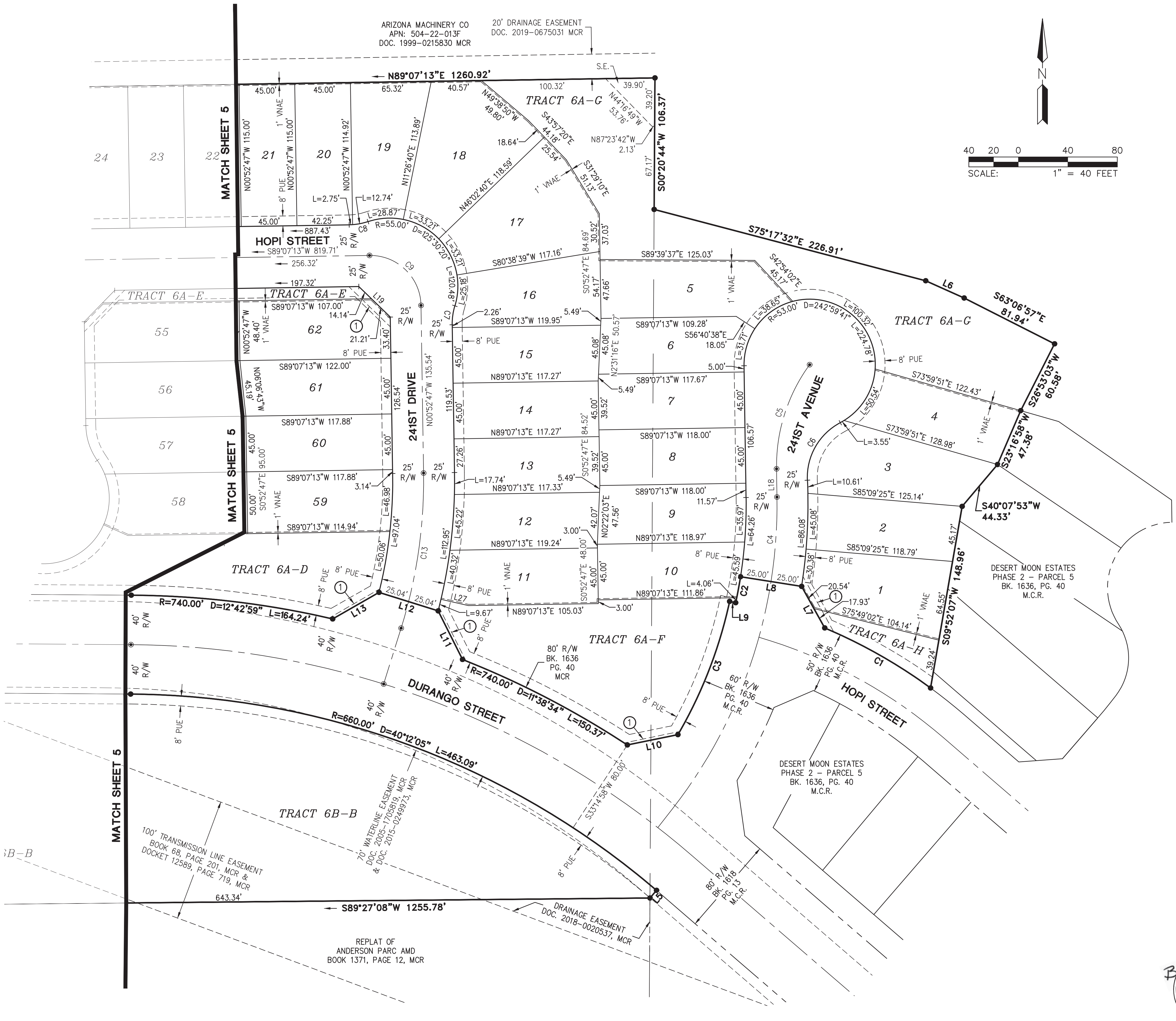
SHT. 5 OF 6

HILGARTWILSON

ENGINEER | PLANNING | SURVEY | MANAGEMENT

2141 E. HIGHLAND AVE., STE. 250 | PHOENIX, AZ 85016

www.hilgartwilson.com

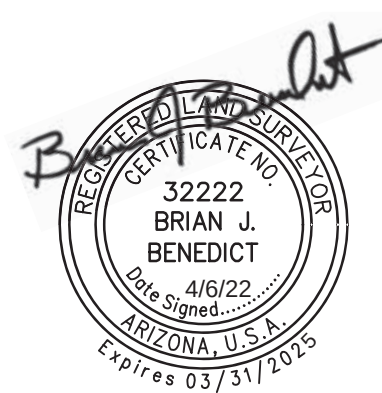


LEGEND

- FOUND MONUMENT AS NOTED
- ⊙ FOUND BRASS CAP FLUSH
- BRASS CAP FLUSH TO BE SET PER
- MAG STD DETAIL 120 TYPE "B"
- SET 1/2" REBAR W/CAP, RLS 32222 OR AS NOTED
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- EASEMENT LINE
- PARCEL LINE
- RIGHT-OF-WAY
- R/W PUBLIC UTILITY EASEMENT
- PUE VEHICLE NON-ACCESS EASEMENT
- VNAE SEWER EASEMENT
- S.E. BOOK
- BK. PAGE
- PG. MARICOPA COUNTY RECORDS
- M.C.R. REGISTERED LAND SURVEYOR
- RLS 33'X33' VISIBILITY TRIANGLE EASEMENT

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L5	S40°34'24"W	8.11'
L6	S65°48'46"E	34.06'
L7	N29°04'25"W	38.47'
L8	N81°03'40"W	50.00'
L9	N77°47'56"W	5.00'
L10	S78°27'23"W	41.70'
L11	N26°35'47"W	43.90'
L12	N72°39'21"W	50.08'
L13	S60°15'00"W	43.15'
L18	S00°52'47"E	22.84'
L19	S45°52'47"E	35.36'
L27	N76°57'21"W	22.71'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	425.00'	131°7'08"	98.55'
C2	375.00'	3°15'44"	21.35'
C3	370.00'	17°57'57"	116.02'
C4	400.00'	9°49'07"	68.55'
C5	139.20'	36°58'48"	89.84'
C6	50.00'	64°46'50"	56.53'
C7	50.00'	17°45'10"	15.49'
C8	50.00'	17°45'10"	15.49'
C9	41.00'	90°00'00"	64.40'
C13	400.00'	18°13'59"	127.29'



RECEIVED

1/20/2021

CITY OF BUCKEYE by:
WD

Desert Moon Estates

1st Submittal

Parcels 6A & 6B Final Plat Narrative

PLZS-21-00098

Generally Southeast of Yuma Road and Apache Road
City of Buckeye, Arizona

Prepared for:

SPT AZ Land Holdings, LLC
2 Park Plaza, Suite 700
Irvine, CA 92614
Telephone: 949.417.1396
Fax: 949.417.1399
Contact: James O'Malley

Prepared by:

HILGARTWILSON, LLC
2141 East Highland Avenue, Suite 250
Phoenix, AZ 85016
Telephone: 602.730.3865
Fax: 602.368.2436
Contact: David George

Date: January 13, 2021

Desert Moon Estates

Parcels 6A & 6B Final Plat Narrative

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PROJECT OVERVIEW

Desert Moon Estates is a 200-acre parcel within a planned development located within the City of Buckeye, approximately one-quarter mile south of I-10 and approximately three miles east of SR-85, generally southeast of Yuma Road and Apache Road.

A preliminary plat was approved in 2018, changing the local street alignments, product mix, open space provided, the local roadway right-of-way width (from 40 feet to 50 feet), and the community entry points.

Desert Moon Estates provides 739 single family lots and several neighborhood parks (approximately 43.29 acres of open space). Desert Moon Estates will be developed in three phases. Phase 1 includes the south portion of the Project, Phase 2 includes the middle portion of the Project and Phase 3 includes the northern portion of the Project. This narrative supports Parcels 6A & 6B in Phase 3 (hereinafter referred to as the Project or Property).

CURRENT SITE CONDITIONS

The Property is vacant desert within the City of Buckeye. The Property generally slopes from the north-northwest to the south-southeast at a slope of approximately 1% due south and 0.2% due east.

Site constraints include the following: 1) two overhead powerline corridors with one traversing northwesterly to southeasterly across the middle of the Property and the second traversing the Property along the southern property line, 2) an existing potable water main crossing the property generally following the northern overhead powerline corridor, 3) an existing sewer main associated with the Watson Road CFD and is located adjacent to the southern overhead powerline corridor, and 4) existing drainage swales which generally drain from north-northwest to south-southeast and are localized in nature.

Construction of Phases 1 & 2 improvements are ongoing. Adjacent properties consist of various residential land uses and additional vacant desert land. The Project and surrounding area General Plan designations, Zoning Districts, and land uses are outlined in the following table.

Site and Surrounding Properties

General Plan		Zoning	Land Use
Site	MDR	Planned Residential (PR)	Vacant Desert
North	MDR	Planned Residential (PR) Planned Community (PC)	Single Family Residential (Acacia Crossing & Sundance Parcel 2)
East	MDR	Planned Residential (PR)	Single Family Residential (Watson Estates)
South	MDR	Planned Community (PC)	Vacant Desert
West	MDR	Planned Residential (PR) Commercial Center	Mobile Home Park Single Family Residential (Anderson Parc) Vacant APS Facility

DESCRIPTION OF REQUEST

The proposed Final Plat conforms to the existing zoning, parks, and open space requirements. The purpose of this request is to process a Final Plat for 67 lots with a typical lot size of 45'x115'. Parcel 6A has 62 Lots and Parcel 6B has 5 Lots.

CONFORMANCE WITH GENERAL PLAN

The current land use designation is Low Density Residential which provides for unit density of 3.01 to 6.0 dwelling units per acre. The proposed density for the Project is 3.63 du/ac. The project as proposed is in conformance with the current General Plan.

ZONING

The City's current zoning for the Project is Planned Residential (PR) and the conceptual land plan is in conformance with its requirements.

DEVELOPMENT SEQUENCE

Phase 3 includes Parcel 6A & 6B, Parcel 7, Parcel 8, and the adjacent half-street of Yuma Road. All of Phase 3 construction will be concurrent. Infrastructure improvements will be installed as necessary so that the improvements have looped water service, two point of access, and stormwater management that complies with City of Buckeye standards.

LAND USE

The Project proposes 67 single family lots with a typical lot size of 45'x115'.

PARKS AND OPEN SPACE

Active and passive open spaces are provided within Desert Moon Estates Community per the City of Buckeye minimum open space requirements. An existing sewer easement and utility easement located along the southern boundary will be used for recreational purposes. The Project meets or exceeds the minimum 15% open space and 7 acres/1,000 population active open space requirements.

PROPOSED TRAILS

Paved trails will traverse through the open space located throughout the Project. The trails will provide a link between other parcels, as well as provide access to amenities and parks.

PUBLIC UTILITIES AND SERVICES

WATER SOURCE

The water system will consist of looped internal 8-inch water mains as well as existing 16-inch and 12-inch water mains. The proposed onsite 8-inch looped water mains for Parcel 6A and 6B will connect to the existing 16-inch water main along Apache Road through an offsite 16-inch and 12-inch water main in Durango Street to provide a looped system. The Parcel 6A water system contains two separate points of connection to the existing main in Durango Street from the north, and Parcel 6B contains a single point of connection to the existing main in Durango Street but will ultimately have a second point of connection with Anderson Parc from the south. The Project will be served by the Lower Buckeye water campus. Water infrastructure serving Desert Moon Estates will be owned and operated by the City of Buckeye.

WASTEWATER MANAGEMENT

The wastewater system infrastructure will be served by an internal network of 8-inch, 10-inch, and 12-inch gravity sewer mains. The proposed onsite sewer infrastructure for Parcel 6A will convey wastewater through an 8-inch main generally to the southeast to connect to the 8-inch stub in the Phase 2A - Offsite sewer that extends to the north into Parcel 6A from Durango Street. The proposed onsite sewer infrastructure for Parcel 6B will convey wastewater through an 8-inch main that connects to the 8-inch Phase 2A - Offsite sewer within Durango Street. Wastewater from Parcel 6A/6B is then conveyed to the east along Durango Street through 8-inch Phase 2A - Offsite and Phase 2 - Offsite sewer infrastructure.

Sewer flows from the Project area will be treated by the Central Buckeye Water Reclamation Facility (WRF) located south of Beloit Road between Miller Road and Apache Road. Wastewater infrastructure serving Desert Moon Estates will be owned and operated by the City of Buckeye.

REFUSE PROVIDER

City of Buckeye will provide service.

FIRE PROTECTION

Buckeye Fire Department Station 701 will provide service. The nearest fire station is located at 404 South Miller Road, Buckeye, AZ 85326.

POLICE PROTECTION

Buckeye Police Department will provide service. The nearest police station is located at 100 North Apache Road #D, Buckeye, Arizona 85326.

IMPACT ON SCHOOLS

The project is located within Buckeye Elementary School District and Buckeye Union High School District 201 jurisdictional boundaries. Existing schools within the vicinity of the Project are listed below:

- Sundance Elementary School
23800 West Hadley Street
Buckeye, AZ 85326
623.847.8531
- Youngker High School
3000 South Apache Road
Buckeye, AZ 85326
623.474.0100

The school districts have been formally informed about the Project and are aware of the projected increase in number of students.

DEVELOPMENT STANDARDS

The proposed development standards are outlined below:

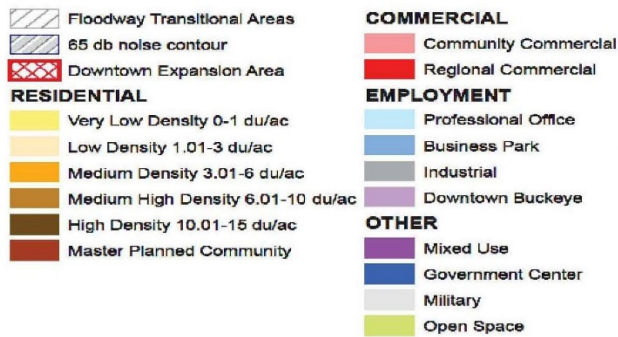
SITE SUMMARY TABLE								
PARCEL NO.	ZONING	TYPICAL LOT WIDTH X DEPTH (5,6)	MINIMUM YARD SETBACKS					ALLOWABLE LOT COVERAGE
			FRONT TO LIVABLE	FRONT TO GARAGE (FRONT FACING)	FRONT TO SIDE GARAGE (SIDE LOADED)	REAR	SIDE (7)	
6A	PR	45' X 115'	12' (1,4)	18' (2,4)	12' (3,4)	20'	5' & 5' 10' TOTAL	(8)

SITE SUMMARY TABLE								
PARCEL NO.	ZONING	TYPICAL LOT WIDTH X DEPTH (5,6)	MINIMUM YARD SETBACKS					ALLOWABLE LOT COVERAGE
			FRONT TO LIVABLE	FRONT TO GARAGE (FRONT FACING)	FRONT TO SIDE GARAGE (SIDE LOADED)	REAR	SIDE (7)	
6B	PR	45' X 125'	12' (1,4)	18' (2,4)	12' (3,4)	20'	5' & 5' 10' TOTAL	(8)

1. TO LIVABLE AREA WHEN HOME HAS A RECESSED GARAGE.
2. FOR FRONT LOADING GARAGES
3. FOR SIDE LOADING GARAGES
4. ALL DRIVEWAYS SHALL BE A MINIMUM LENGTH OF 20' AS MEASURED FROM THE BACK OF THE SIDEWALK TO THE FRONT GARAGE PLANE.
5. LOT WIDTH IS MEASURED AT 18' FRONT SETBACK FOR ALL LOTS.
6. TYPICAL LOT DEPTH MAY BE REDUCED BY UP TO 10 FEET.
8. NOT APPLICABLE. CONTROLLED BY BUILDING SETBACKS.

EXHIBITS

General Plan Land Use Map



Zoning Map



LEGEND

DESERT MOON
ESTATES BOUNDARY



PHASE BOUNDARY



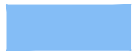
PROJECT BOUNDARY



PHASE 1 STREET
IMPROVEMENTS



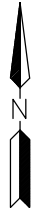
PHASE 2 STREET
IMPROVEMENTS*



PHASE 2A STREET
IMPROVEMENTS*

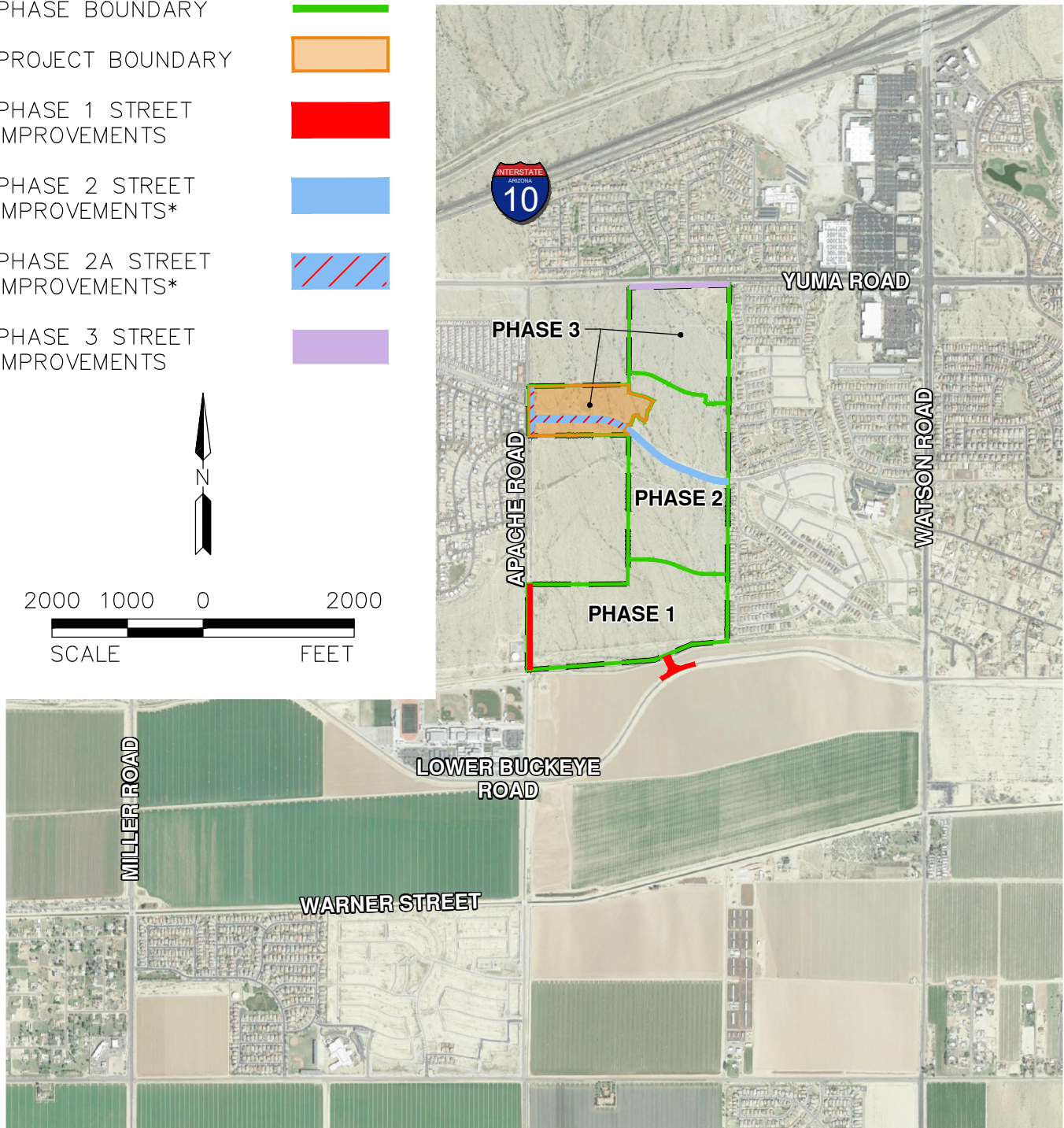


PHASE 3 STREET
IMPROVEMENTS



2000 1000 0 2000
SCALE FEET

NOTE: DURANGO STREET TO BE MASS GRADED IN
PHASE 2, AND FULL IMPROVEMENTS SPLIT BETWEEN
PHASE 2 AND PHASE 2A



PROJ.NO.: 1826

DATE: JAN 2021

SCALE: 1" = 2,000'

DRAWN BY: PG

CHECKED BY: AT

DESERT MOON ESTATES - PHASE 3: PARCELS 6A & 6B

N.E.C. OF LOWER BUCKEYE ROAD & APACHE ROAD
CITY OF BUCKEYE, ARIZONA

FIG 1: VICINITY MAP

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016

P: 602.490.0535 / F: 602.368.2436

RECORDING REQUESTED BY:

WCS 550013

1351623110353-2-3-2--
Sotor

WHEN RECORDED MAIL TO AND
ALL TAX STATEMENTS TO:

SPT AZ land Holdings
c/o The Shopoff Group
8951 Research Drive
Irvine, CA 92614

FOR RECORDERS USE ONLY

Certificate of Assured Water Supply

**STATE OF ARIZONA
DEPARTMENT OF WATER RESOURCES
CERTIFICATE OF ASSURED WATER SUPPLY**

This is to certify that

SPT AZ Land Holdings, LLC, a Delaware limited liability company as owner,

has met the requirements of A.R.S. §§ 45-576 and the applicable regulations, and

By powers vested in the Director of the Arizona Department of Water Resources by the
State of Arizona, and subject to the conditions contained in the applicable regulations,

Is issued this Certificate of Assured Water Supply for

Desert Moon Estates

Township 1 North, Range 3 West, Section 16

GSRB&M Maricopa County, PHOENIX Active Management Area

Sufficient water of adequate quality will be continuously available to satisfy the water demand of
the referenced subdivision for at least one hundred years. The referenced subdivision consists of
739 lots as described in the preliminary plat on file with the Department, and has an estimated
water demand of **409.35 acre-feet per year**. The subdivision will be served **groundwater** by
Valencia Water Company.

This Certificate is invalid as to any entity not named above.
This Certificate may be assigned pursuant to A.A.C. R12-15-705.

Certificate Number: 30-402056.0001

Original Issue Date: June 14, 2006

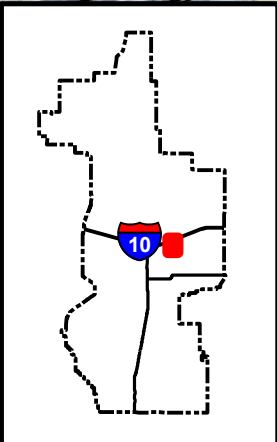
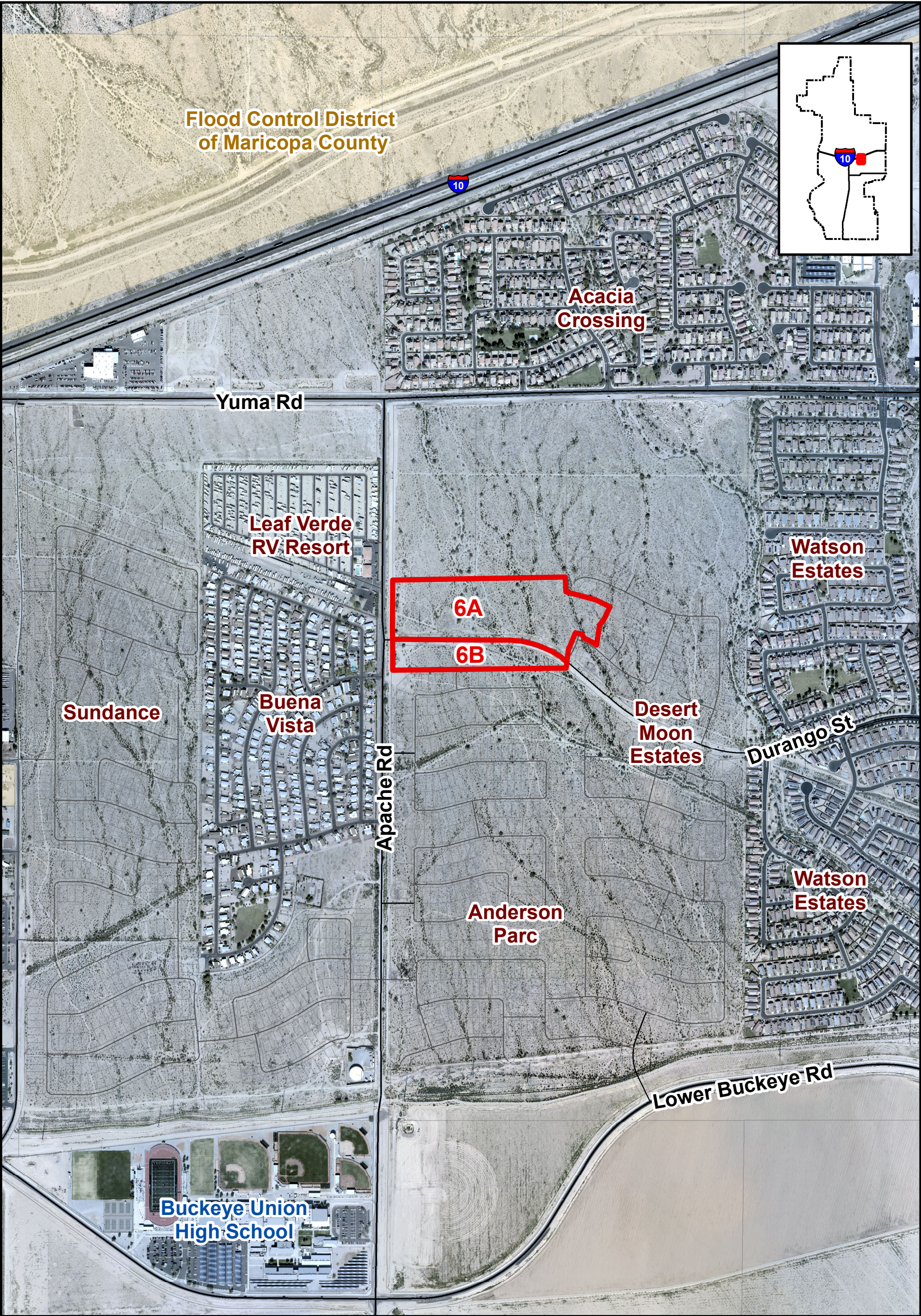


ARIZONA DEPARTMENT OF WATER RESOURCES

Sandra Fabritz-Whitney
Assistant Director

26 JANUARY 2010
Date

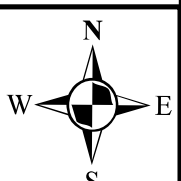
TYPE A CERTIFICATE



VICINITY MAP



PLZS-21-00098
Desert Moon Estates Phase 3 Parcel 6A & 6B
City Council District #4



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

MEETING DATE: 05/03/22	AGENDA ITEM: 6.B. Love's Travel Stops Map of Dedication (PLZM-22-00006)
DATE PREPARED: 04/28/22	DISTRICT NO.: 3
STAFF LIAISON: Randy Proch, Senior Planner, rproch@buckeyeaz.gov, (623) 349-6293	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on a Map of Dedication for Love's Travel Stops dedicated right-of-way along Pima Street.

RELEVANT GOALS:

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

SUMMARY

PROJECT DESCRIPTION:

The Map of Dedication (MOD) will dedicate five (5) feet of right-of-way (ROW) along Pima Street. The proposed MOD will improve circulation along Pima Street and provide the appropriate ROW related to the Love's Travel Stop site improvements.

BENEFITS:

The proposed Map of Dedication (MOD) will provide the right-of-way needed to improve access in the area.

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

ATTACHMENTS:

[Attachment 1. Vicinity Map.pdf](#)

[Attachment 2. Map of Dedication for Love's Travel Stops.pdf](#)

Attachment 1. Vicinity Map



Attachment 2. Map of Dedication

DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA)S.S.
KNOW ALL MEN BY THESE PRESENTS:

THAT LOVE’S TRAVEL STOP & COUNTRY STORES INC, AN OKLAHOMA CORPORATION AND LOVE’S COUNTRY STORES INC., AN OKLAHOMA CORPORATION (“OWNERS”) HAVE DEDICATED UNDER THE NAME LOVE’S TRAVEL STOPS/COUNTRY STORES, IS LOCATED WITHIN THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN PLATTED HEREON AND HEREBY PUBLISHES THIS MAP OF DEDICATION AS AND FOR THE MAP OF DEDICATION OF LOVE’S TRAVEL STOPS/COUNTRY STORES, AND HEREBY DECLARES THAT SAID MAP OF DEDICATION SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH STREET AND EASEMENTS CONSTITUTING THE SAME, AND THAT EACH STREET SHALL BE KNOWN BY THE NAME GIVEN EACH RESPECTIVELY ON MAP OF DEDICATION.

THAT LOVE’S TRAVEL STOP & COUNTRY STORES INC, AN OKLAHOMA CORPORATION AND LOVE’S COUNTRY STORES INC., AN OKLAHOMA CORPORATION, AS OWNERS, HEREBY DEDICATES TO THE PUBLIC FOR USE AS SUCH THE STREETS AND EASEMENTS AS SHOWN HEREON AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

THAT LOVE’S TRAVEL STOP & COUNTRY STORES INC, AN OKLAHOMA CORPORATION AND LOVE’S COUNTRY STORES INC., AN OKLAHOMA CORPORATION, AS OWNERS, HEREBY DEDICATES TO THE CITY OF BUCKEYE FEE TITLE TO ALL PUBLIC RIGHT OF WAYS AS SHOWN ON THE PLAT.

THAT LOVE’S TRAVEL STOP & COUNTRY STORES INC, AN OKLAHOMA CORPORATION AND LOVE’S COUNTRY STORES INC., AN OKLAHOMA CORPORATION, AS OWNERS HEREBY GRANT TO THE CITY OF BUCKEYE A NON–EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

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.

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 COUNCIL FOR THE CITY OF BUCKEYE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

IN WITNESS WHEREOF, OWNERS HAVE HEREUNTO CAUSED THEIR CORPORATE NAMES TO BE SIGNED AND THEIR CORPORATE SEALS TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2022.

LOVE’S TRAVEL STOP & COUNTRY STORES INC, AN OKLAHOMA CORPORATION, AS OWNER
BY _____
ITS _____

IN WITNESS WHEREOF, OWNERS HAVE HEREUNTO CAUSED THEIR CORPORATE NAMES TO BE SIGNED AND THEIR CORPORATE SEALS TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2022.

LOVE’S COUNTRY STORES INC., AN OKLAHOMA CORPORATION, AS OWNER
BY _____
ITS _____

ACKNOWLEDGMENT:

STATE OF ARIZONA)
COUNTY OF MARICOPA)S.S.

ON THIS _____DAY OF _____, 2022, BEFORE ME, THE UNDERSIGNED, PERSONALLY
APPEARED _____ WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS
_____, SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE
FOREGOING INSTRUMENT FOR THE PURPOSES
CONTAINED HEREIN.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ DATE _____
MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT:

STATE OF ARIZONA)
COUNTY OF MARICOPA)S.S.

ON THIS _____DAY OF _____, 2022, BEFORE ME, THE UNDERSIGNED, PERSONALLY
APPEARED _____ WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS
_____, SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE
FOREGOING INSTRUMENT FOR THE PURPOSES
CONTAINED HEREIN.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ DATE _____
MY COMMISSION EXPIRES: _____

MAP OF DEDICATION

FOR
LOVE'S TRAVEL STOPS/ COUNTRY STORE

PARCEL 3 OF MILLER COMMERCE CENTER AS RECORDED IN BOOK 522 OF MAPS, PAGE 23 AND PARCEL 2 OF AMENDED FINAL PLAT OF MILLER COMMERCE CENTER AS RECORDED IN BOOK 545 OF MAPS, PAGE 23 OF MARICOPA COUNTY, ARIZONA, AND A PORTION OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

OWNER:
LOVE'S TRAVEL STOPS &
COUNTRY STORES INC.
P.O. BOX 26210
OKLAHOMA CITY, OK 73126
PHONE (405)749–1744
FAX: (405)749–9122
CONTACT: GREG LOVE

SURVEYOR:
HUNTER ENGINEERING INC.
10450 N. 74TH ST., STE. #200
SCOTTSDALE, ARIZONA 85258
PHONE: (480) 991–3985
FAX: (480) 991–3986
CONTACT: JAMES A. BRUCCI, R.L.S.
EMAIL: jbrucci@hunterengineeringpc.com

GENERAL NOTES:

1. THE RIGHT–OF–WAY WHICH IS SHOWN HEREON IS DEDICATED TO THE CITY OF BUCKEYE FOR THE FOLLOWING PURPOSES:

A) TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND USE AS A PUBLIC STREET THEREON.
B) THE PUBLIC UTILITY EASEMENT (PUE) WHICH IS SHOWN HEREON IS CONVEYED TO THE CITY OF BUCKEYE TO LOCATE, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND USE DRY UTILITY LINES IN, ON AND UNDER SUCH EASEMENT.
2. ALL NEW OR RELOCATED UTILITIES ARE TO BE INSTALLED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.
3. CONSTRUCTION WITHIN PUBLIC UTILITY EASEMENTS SHALL BE LIMITED TO PUBLIC UTILITIES, LANDSCAPING, WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING.
4. ANY PERSON OR ENTITY USING THE PUBLIC RIGHT–OF–WAY OR PUBLIC UTILITY EASEMENTS CREATED SHALL REPAIR ANY PAVING OR LANDSCAPING ITEM THAT IS DAMAGED OR DESTROYED BY SUCH USE.
5. THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED AND REPAIRED BY OWNER OR THE ASSOCIATION FORMED BY OWNER. THE CITY OF BUCKEYE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."
6. 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.
7. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.
8. 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.

STANDARD FIRE DEPARTMENT CONDITIONS:

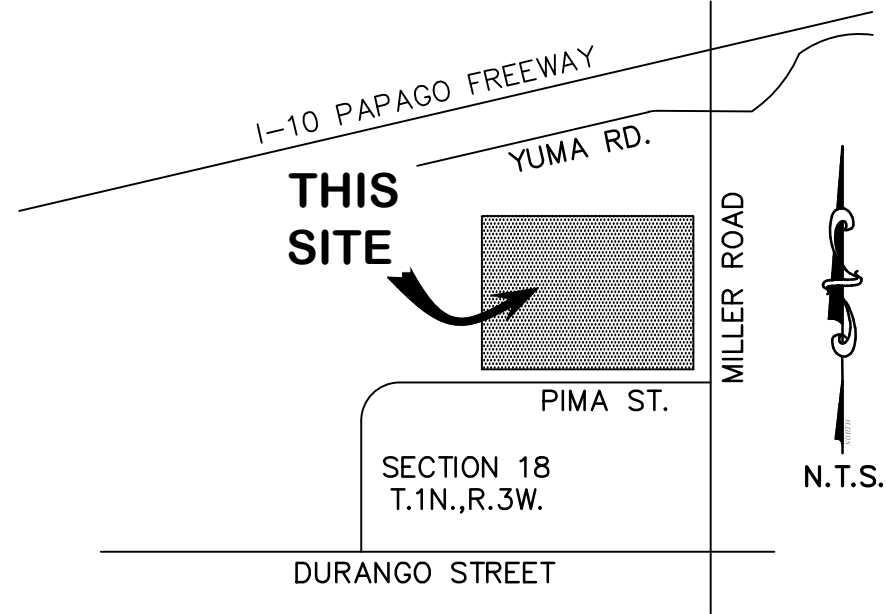
- a. The Buckeye Fire Chief and City Engineer shall determine the number, location, and types of all fire hydrants.
- b. Prior to delivery of any combustible materials to the site, the fire protection system shall be completely operational, with proper fire flow, and in accordance with the plans approved by the Buckeye Fire Chief and City Engineer.
- c. All buildings shall be equipped with a fire protection system as required by City of Buckeye Ordinance 20–13.
- d. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.
- e. All streets must conform to the Maricopa County/Phoenix street name and hundred block grid system.

FLOOD ZONE DESIGNATION:

THIS PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING FLOOD ZONE X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C2115L, WITH A REVISION DATE OF OCTOBER 16, 2013 FOR COMMUNITY NO. 040039 IN THE CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

BASIS OF BEARING:

BASIS OF BEARING FOR THIS SURVEY IS A BEARING OF SOUTH 00°06'07" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO THE TITLE INSURANCE POLICY ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NO. 71004728–071–CHI–SHA, EFFECTIVE DATE: SEPTEMBER 20, 2018.



VICINITY MAP:

REVISION		PURPOSE: MAP OF DEDICATION
NO.	DATE	

DRAWN BY: JR
CHECKED BY: JAB

HUNTER
ENGINEERING

CIVIL AND SURVEY

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

LEGAL DESCRIPTION:

PARCEL 3, OF MILLER COMMERCE CENTER, ACCORDING TO BOOK 522 OF MAPS, PAGE 23, RECORDS OF MARICOPA COUNTY, ARIZONA, AND PARCEL 2, OF AMENDED FINAL PLAT OF MILLER COMMERCE CENTER, ACCORDING TO BOOK 545 OF MAPS., PAGE 23, AND AFFIDAVIT OF CORRECTION IN RECORDING NO. 2002–0448435, RECORDS OF MARICOPA COUNTY, ARIZONA

DEDICATION AREA:

RW DEDICATION ALONG PIMA ROAD 0.06 AC±, 2716 S.F.

APPROVALS:

APPROVED BY THE COUNCIL OF THE CITY OF BUCKEYE ON THIS _____ DAY OF _____, 2022.

BY: _____ MAYOR

ATTEST: _____ CITY CLERK

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

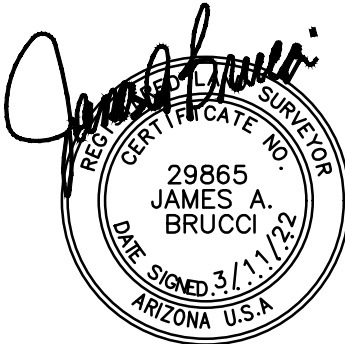
BY: _____ BUCKEYE CITY ENGINEER DATE _____

BY: _____ DEVELOPMENT SERVICES DIRECTOR DATE _____

CERTIFICATION:

I, JAMES A. BRUCCI, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CONSISTING OF 2 SHEETS CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME DURING THE MONTH OF NOVEMBER, 2019; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN, THAT ALL MONUMENTS EXIST OR WILL BE SET AND, THAT THEIR POSITIONS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JAMES A. BRUCCI
REGISTERED LAND SURVEYOR #29865



MAP OF DEDICATION

LOVE'S TRAVEL STOPS/ COUNTRY STORE

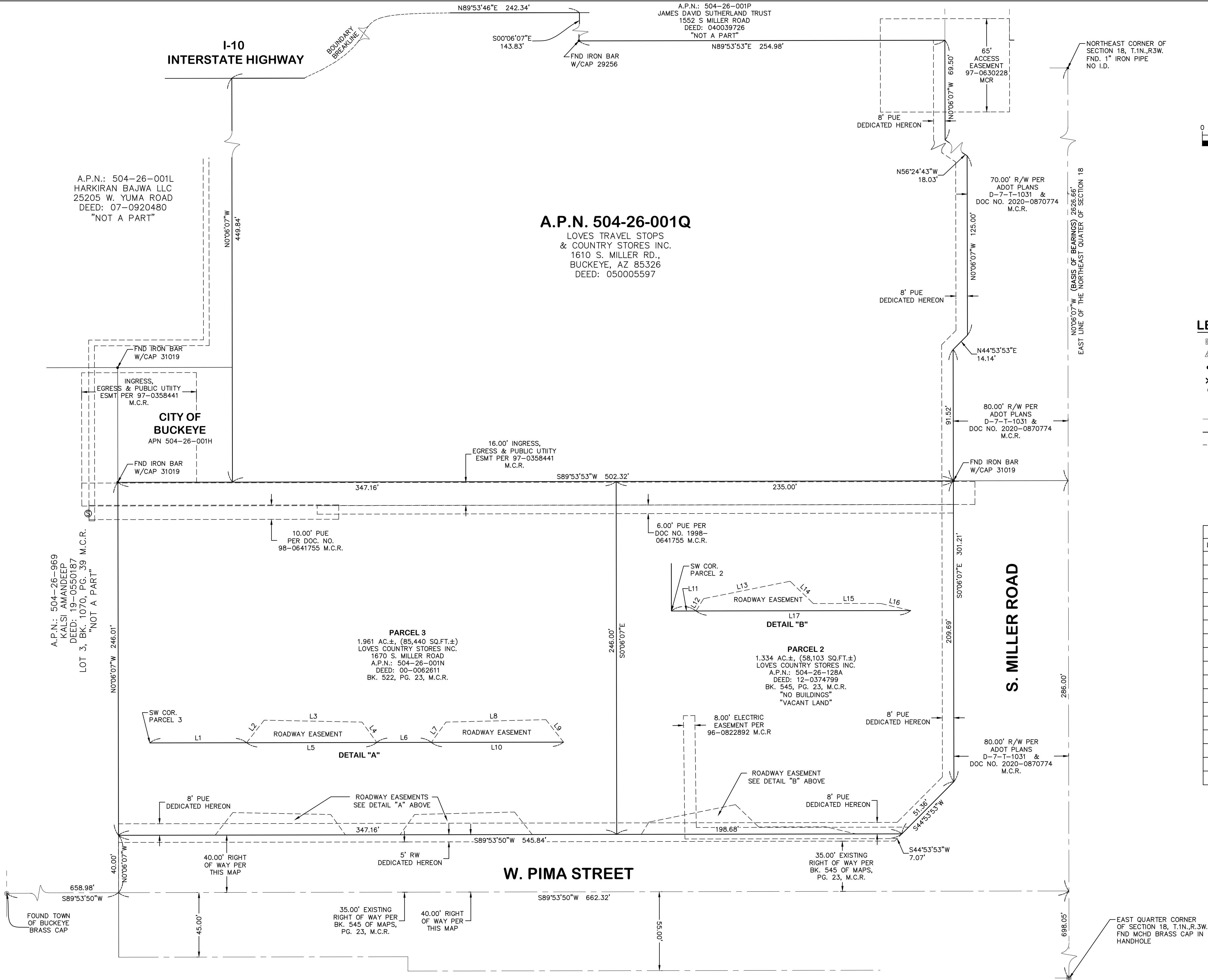
PARCEL 3 OF MILLER COMMERCE CENTER AS RECORDED IN BOOK 522 OF MAPS, PAGE 23 AND PARCEL 2 OF AMENDED FINAL PLAT OF MILLER COMMERCE CENTER AS RECORDED IN BOOK 545 OF MAPS, PAGE 23 OF MARICOPA COUNTY, ARIZONA, AND A PORTION OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 18
TWNHP: 1N
RANGE: 3W

JOB NO.:
LOVE005–S

SCALE
1"=40'

SHEET
1 OF 2



LEGEND:

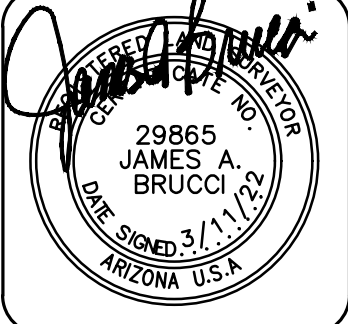
- BRASS CAP IN HANDHOLE
- PK/WASHER
- FOUND AS NOTED
- CHISELED X
- SET 1/2" REBAR & CAP STAMPED "RLS 29865" DTL 120-1, TYPE C
- MONUMENT LINE
- PROPERTY LINE
- EASEMENT LINE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°53'50"E	67.38'
L2	N37°57'24"E	19.91'
L3	S88°53'02"E	68.25'
L4	S35°48'28"E	17.51'
L5	S89°53'50"W	90.73'
L6	N89°53'50"E	38.01'
L7	N35°42'21"E	17.41'
L8	N88°35'46"E	69.67'
L9	S38°08'28"E	19.93'
L10	S89°53'50"W	92.12'
L11	N89°53'50"E	17.15'
L12	N31°47'29"E	10.04'
L13	N78°35'14"E	61.48'
L14	S46°09'46"E	22.45'
L15	N89°55'00"E	46.89'
L16	S76°42'28"E	21.53'
L17	S89°53'50"W	149.59'

BY	REVISION	NO.	DATE
PURPOSE: MAP OF DEDICATION			

DRAWN BY: JR
CHECKED BY: JAB

HUNTER
ENGINEERING
CIVIL AND SURVEY
10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986



MAP OF DEDICATION
LOVE'S TRAVEL STOPS/COUNTRY STORE
PARCEL 3 OF MILLER COMMERCE CENTER AS RECORDED IN BOOK 522 OF MAPS, PAGE 23 AND PARCEL 2 OF AMENDED FINAL PLAT OF MILLER COMMERCE CENTER AS RECORDED IN BOOK 545 OF MAPS, PAGE 23 OF MARICOPA COUNTY, ARIZONA, AND A PORTION OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 18
TWN: 1N
RANGE: 3W

JOB NO.:
LOVE005-S

SCALE
1" = 40'

SHEET
2 OF 2

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

MEETING DATE: 05/03/22	AGENDA ITEM: 6.C. Copper Falls Phase 2 Parcel 3 Final Plat (PLZS-21-00164)
DATE PREPARED: 04/28/22	DISTRICT NO.: 1
STAFF LIAISON: Randy Proch, Senior Planner, rproch@buckeyeaz.gov, (623) 349-6293	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on a Final Plat for Copper Falls Phase 2 Parcel 3, generally located northwest of Miller Road and Southern Avenue.

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

ADDITIONAL RELEVANT GOALS:

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

SUMMARY

PROJECT DESCRIPTION:

The applicant has requested approval of a Final Plat of Phase 2 Parcel 3 of Copper Falls. The 37.02-acre plat is located generally north of the northwest corner of Miller Road and Southern Avenue. The project includes 146 single-family residential lots and 8.14 acres (22%) landscaped open space. There are two (2) lot sizes proposed throughout the site, including 45'x115' and 50'x120'. Approximately 9.02 acres of right-of-way (ROW) is being dedicated to the City of Buckeye through this application. The proposal is in substantial conformance with the Preliminary Plat and the Copper Falls Community Master Plan. All reviewing departments have approved this proposal. The applicant has also obtained a Certification of Assured Water Supply from the Arizona Department of Water Resources, per A.R.S. §9-463.01.I.

BENEFITS:

The approval of the requested Final Plat would enable the applicant to develop additional single-family housing in the Copper Falls community.

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

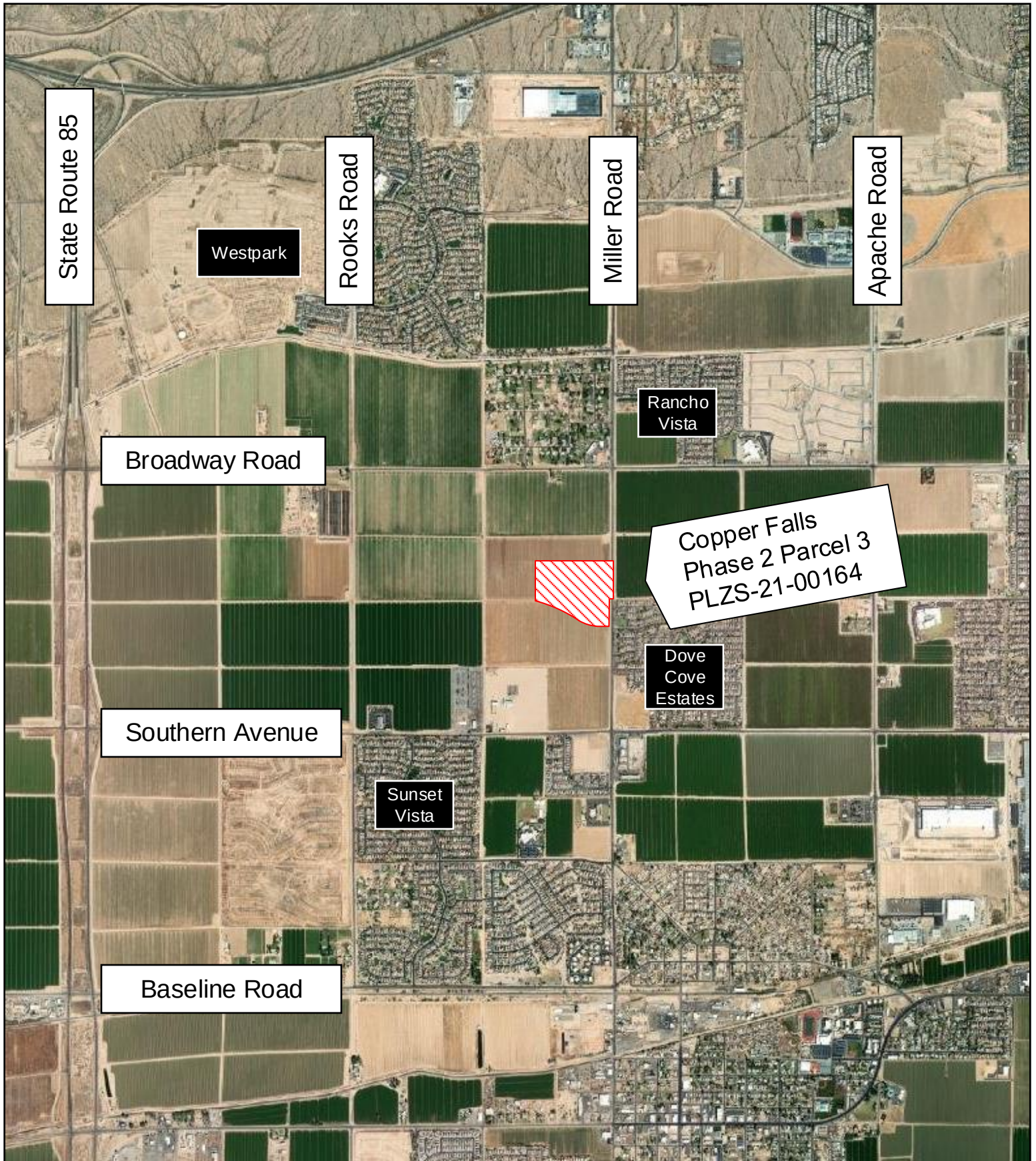
ATTACHMENTS:

[Attachment 1. Vicinity Map.pdf](#)

[Attachment 2. Project Narrative.pdf](#)

[Attachment 3. Final Plat.pdf](#)

Vicinity Map



0 .25 .5 .75 1.0 Mile



RECEIVED

10/25/2021

CITY OF BUCKEYE by: LC
ENGINEERING**1st Submittal**
Copper Falls PH2 Parcel 3
Final Plat

October 22, 2021

2051 W Northern Ave #100
Phoenix AZ 85021
P: 602.335.8500
F: 602.335.8580
www.woodpatel.com

**FINAL PLAT PROJECT NARRATIVE
for
Copper Falls – Phase 2, Parcel 3
WP# 184796.12**

Darrel E. Wood, PE, RLS
Ashok C. Patel, PE, RLS, CFM
Michael T. Young, PE, LEED AP
James S. Campbell, PE, LEED GA
Thomas R. Gettings, RLS
Darin L. Moore, PE, LEED GA
Jeffrey R. Minch, PE, CFM
Robert D. Gofonia, PE, RLS

Copper Falls Phase 2, Parcel 3 (Site) is located west of Miller Road between West Southern Avenue and West Broadway Road.

Copper Falls Parcel 3 Final Plat is a Re-Plat of a portion of Block 2 per Parcel 1 Final Plat. The purpose of this Final Plat is to create 146 single family detached lots along with open space tracts and rights-of-way. West half-street right-of-way for a portion of Miller Road will be dedicated along Parcel 3 frontage. The current site conditions are agriculture.

Sincerely,

Wood, Patel & Associates, Inc.

A handwritten signature in black ink, appearing to read "B. Diehl".

Brian J. Diehl, RLS
Survey Project Manager

BJD/DJC/bl

\\PHX-FILESVR-ADMIN\Y-DRIVE\WP\General Correspondence\184796.12 Copper Falls Phase 2 Final Plat Project Narrative 10-21-21.docx

A REPLAT OF A PORTION OF BLOCK 2, COPPER FALLS PARCEL 1, RECORDED IN BOOK 1634, PAGE 35, MARICOPA COUNTY RECORDS (MCR),
LYING IN A PORTION OF THE EAST HALF OF SECTION 30, TOWNSHIP 1 NORTH,
RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

[illegible]

THAT PUENTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, (OWNER), HAS SUBMITTED UNDER THE NAME OF "COPPER FALLS PHASE 2 PARCEL 3", A REPLAT OF A PORTION OF BLOCK 2, COPPER FALLS PARCEL 1, RECORDED IN BOOK 1634, PAGE 35, MCR, LYING IN A PORTION OF THE EAST HALF OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "COPPER FALLS PHASE 2 PARCEL 3" AND DECLARES THAT THIS FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT, CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIDEWALK EASEMENTS FOR USE AS SUCH.

THE TRACT DESIGNATED AS TRACT Y IS HEREBY RESERVED FOR USE AS A PRESSURE REDUCING VALVE STATION. TRACT Y SHALL BE CONVEYED BY OWNER TO THE CITY OF BUCKEYE AT NO COST, AFTER THE RECORDATION OF THIS FINAL PLAT.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREA DESIGNATED ACCESS EASEMENT BETWEEN TRACT Y AND 251ST DRIVE, AS SHOWN ON DETAIL "A", FOR THE PURPOSE OF ACCESS TO TRACT Y.

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

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

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

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

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

TRACTS DESIGNATED AS TRACT A THROUGH TRACT I ARE HEREBY DECLARED AS COMMON AREAS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

OWNER WARRANTS AND REPRESENTS TO THE CITY OF BUCKEYE TO BE THE SOLE OWNER OF THE PROPERTY COVERED HEREBY AND THAT EVERY LENDER, EASEMENT HOLDER, OR OTHER PERSON, OR ENTITY, HAVING ANY INTEREST IN THE LAND ADVERSE TO OR INCONSISTENT WITH THE DEDICATION, CONVEYANCES OR OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS PLAT HAS CONSENTED TO, OR JOINED IN THE PLAT, AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE, OR WHICH OWNER WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS PLAT IS RECORDED.

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

____ DAY OF _____, 20____

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

PULTE HOME COMPANY, LLC
16767 PERIMETER DRIVE, SUITE 100
SCOTTSDALE, ARIZONA 85260
PHONE: (480) 824-2844
CONTACT: MR. RICHARD LOPEZ

WOOD, PATEL & ASSOCIATES, INC.
2051 W. NORTHERN AVE.
PHOENIX, ARIZONA 85021
PHONE: (602)335-8500
FAX: (602)335-8580
CONTACT: MR. ETHAN BOYLE

SHEET 1	DEDICATION, ACKNOWLEDGMENT, CERTIFICATION AND NOTES
SHEET 2	SITE MAP, LEGEND AND LOT DETAIL
SHEETS 3&4	PLAN SHEETS AND LOT AREA TABLE
SHEET 5	PLAN SHEET, TRACT AREA TABLE AND LINE AND CURVE TABLES

THE PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING FLOOD ZONE X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C2115L, WITH A REVISION DATE OF OCTOBER 16, 2013 FOR COMMUNITY NO. 040039, IN THE CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED ON THE MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION (MCDOT) GEODETIC DENSIFICATION AND CADASTRAL SURVEY (GDACS) WEBSITE "WWW.MCDOT.MARICOPA.GOV", UNDER THE SURVEY INFORMATION LINK ON APRIL 18, 2018.

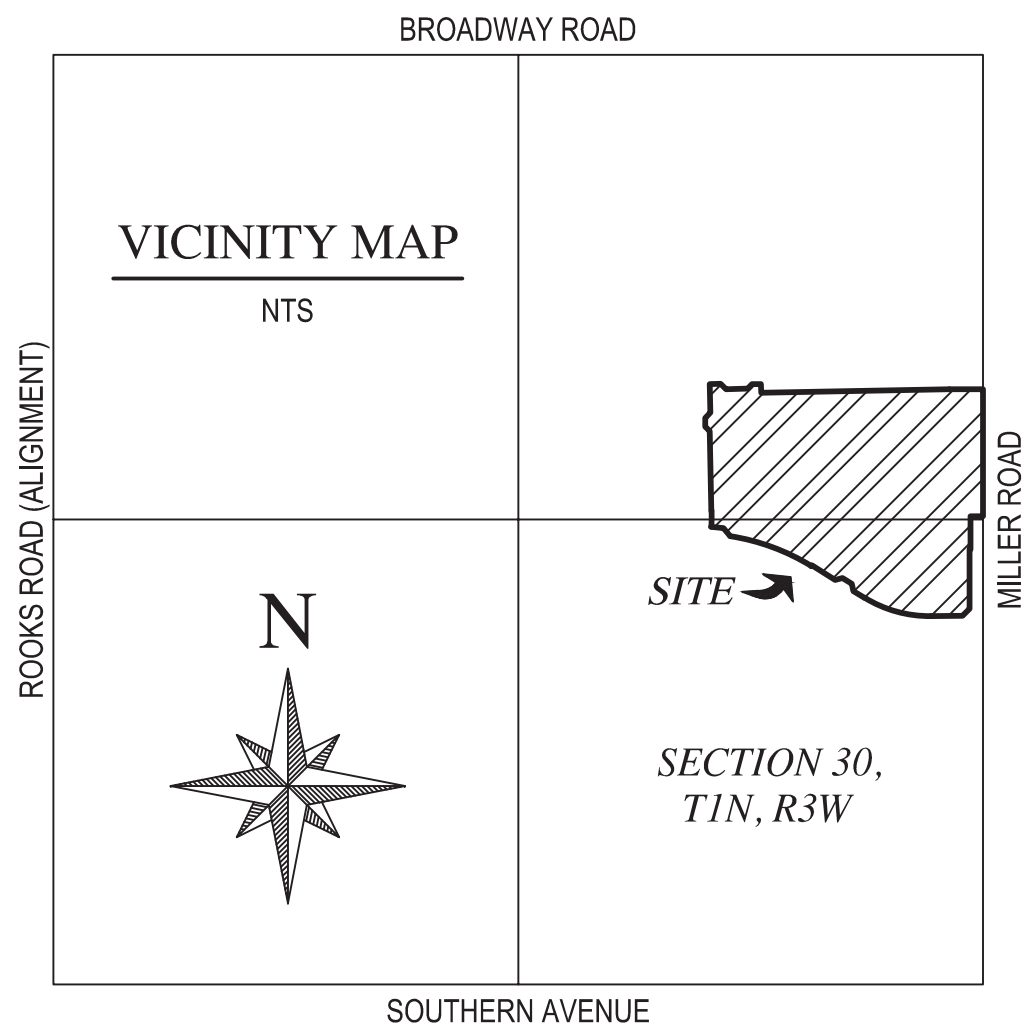
PROJECTION: ARIZONA CENTRAL ZONE, NAD 83, (EPOCH 2010)
 DATUM: GRS-80
 UNITS: INTERNATIONAL FEET
 GEOID MODEL: GEOID 12A

CONTROL POINT # 4AG1
PID # AJ3825
LATITUDE: N33°22'40.40617" N
LONGITUDE: 112°36'31.58136" W
ELLIPSOID HEIGHT: 791.686 (METERS)
DESCRIPTION: ALUMINUM CAP ON STAINLESS STEEL ROD STAMPED 4AG1 1999

MODIFIED TO GROUND AT (GRID) N:873456.412, E:494224.029, USING A SCALE FACTOR OF 1.0000920200.

HORIZONTAL ADJUSTMENT: N -79.484 E -45.144
HORIZONTAL ROTATION: -00° 00' 03.46505"

RESULTING IN A BEARING OF S00° 38' 11" W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 30, T. 1N., R. 3W, OF THE GILA AND SALT RIVER BASE AND MERIDIAN.



1. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF BUCKEYE.
2. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF BUCKEYE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE GENERAL PLAN.
3. PURSUANT TO A.R.S. § 42-11102, THE CITY OF BUCKEYE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
4. THIS SITE CONSISTS OF A TOTAL OF 146 LOTS AND 10 TRACTS IN THE PC-PLANNED COMMUNITY ZONING DISTRICT.
5. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED ON JUNE 25, 2019 UNDER CASE # PLZ-18-00232.
6. THIS SUBDIVISION WAS ISSUED A CERTIFICATE OF ASSURED WATER SUPPLY BY ARIZONA DEPARTMENT OF WATER RESOURCES ON JANUARY 15, 2020 WITH ADWR CERTIFICATE NO. 31-402043.0002.
7. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION TO BE PLANTED OR BE ALLOWED TO GROW WITHIN ANY DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH EASEMENTS.
8. FINAL PLAT APPROVAL BY THE CITY IS CONDITIONAL AND SUBJECT TO FINANCIAL ASSURANCES BEING IN PLACE FOR ALL IMPROVEMENTS AS SHOWN ON THE APPROVED PLANS. THE CITY WILL NOT RECORD ANY PLATS UNTIL SUCH TIME FINANCIAL ASSURANCES ARE IN PLACE. IF AFTER 180 DAYS FROM CITY COUNCIL APPROVAL THE FINAL PLAT HAS NOT BEEN RECORDED, THEN IT SHALL BE NULL AND VOID. A VALID PRELIMINARY PLAT NEEDS TO BE IN PLACE PRIOR TO APPROVAL OF ANY FINAL PLAT ASSOCIATED WITHIN THE PROJECT IN ACCORDANCE WITH THE DEVELOPMENT CODE. THE SIGNED PLAT WILL NOT BE SUBMITTED TO THE CITY FOR SIGNATURE AND RECORDING UNTIL FINANCIAL ASSURANCES ARE IN PLACE.
9. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.
10. EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN PUBLIC UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
 - A. WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING.
 - B. CONSTRUCTION, STRUCTURES, OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY THE CITY OF BUCKEYE AND ALL PUBLIC UTILITIES WHICH USE OR MAY USE THE EASEMENT.
11. AN 18" REBAR WITH AN R.L.S. CAP WILL BE SET AT ALL SUBDIVISION CORNERS, BLOCK CORNERS, AND POINTS OF CURVATURE AT THE COMPLETION OF MASS GRADING.
12. ALL MEASUREMENTS ARE THE SAME AS RECORD UNLESS OTHERWISE NOTED. ALL FOUND MONUMENTS ARE WITHIN ACCEPTABLE TOLERANCES PER ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS, UNLESS OTHERWISE NOTED.
13. THIS SUBDIVISION IS SUBJECT TO A PARKWAY MAINTENANCE IMPROVEMENT DISTRICT (MID) FORMED PURSUANT TO A.R.S. 48-574 WHICH MAY LEVY ANNUAL ASSESSMENTS OR ANNUAL AD VALORUM TAXES TO COVER THE COSTS OF MAINTAINING THE LANDSCAPING AND ORNAMENTATION ON STREETS WITHIN OR SERVING THE SUBDIVISION. MID NO. 2020-MID-003 WAS RECORDED IN DOCUMENT 2020-1085559, M.C.R.
14. THIS SUBDIVISION IS SUBJECT TO THE FORMATION OF A STREET LIGHT IMPROVEMENT DISTRICT (SLID# 2020-SLID-003). SLID NO. 2020-SLID-003 WAS RECORDED IN DOCUMENT 2020-1085557, M.C.R.
15. TEMPORARY ACCESS EASEMENT RECORDED IN DOCUMENT 2020-0477422, MCR, WILL BE RELEASED UPON THE RECORATION OF THIS FINAL PLAT.

RECEIVED
03/24/22
CITY OF BUCKEYE by: LC
ENGINEERING

BRIAN J. DIEHL, RLS #23945
WOOD, PATEL & ASSOCIATES, INC.
1630 SOUTH STAPLEY DRIVE - SUITE 219
MESA, ARIZONA 85204
(480) 834-3300
SURVEYOR@WOODPATEL.COM

PLZS-20-0007#

FINAL PLAT

COPPER FALLS PHASE 2 PARCEL 3
BUCKEYE, ARIZONA

PLZS-21-00164

Copper Falls Phase 2 Parcel 3

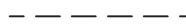
Final Plat

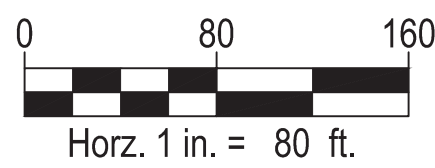
3rd Submittal

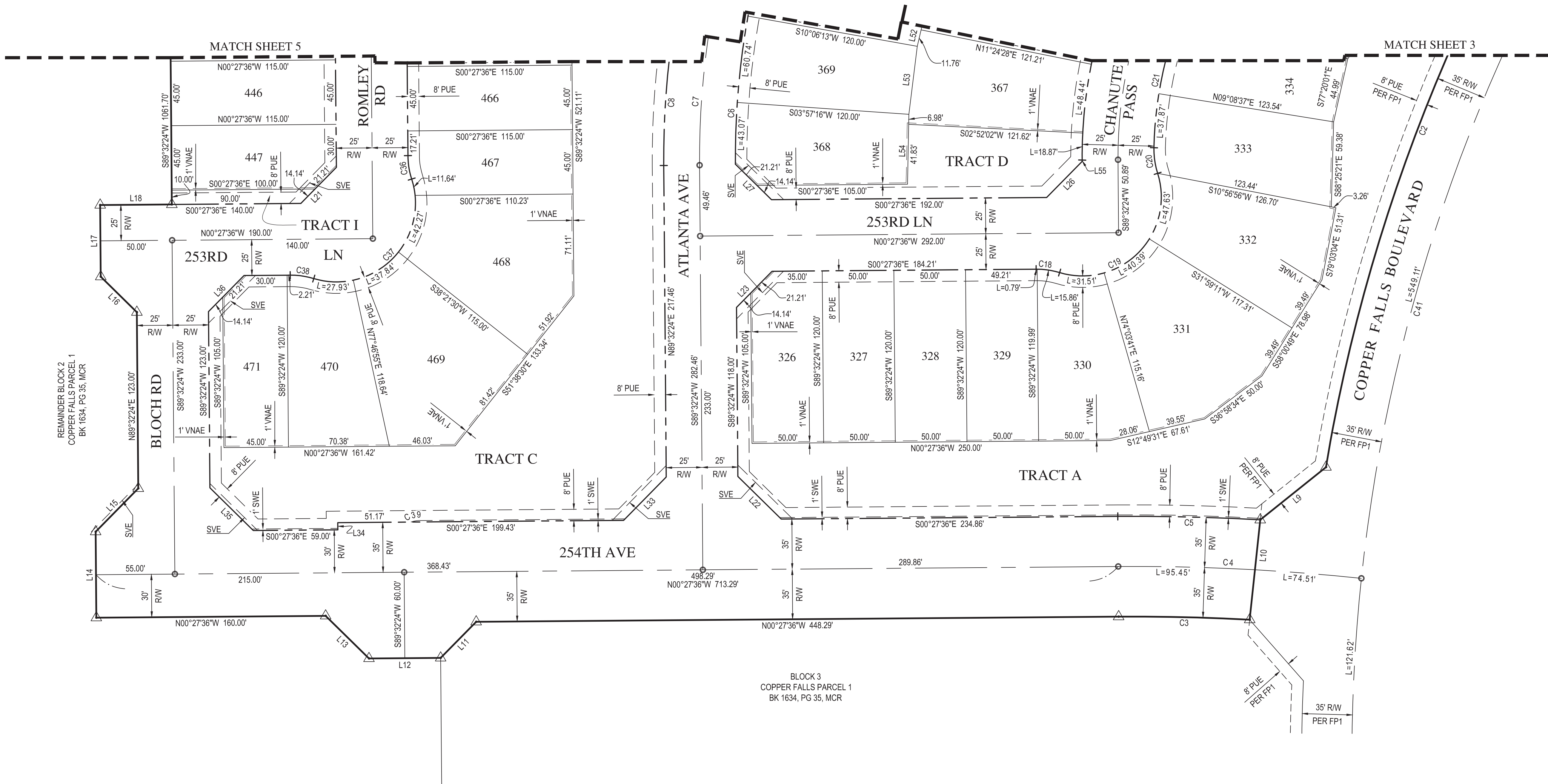
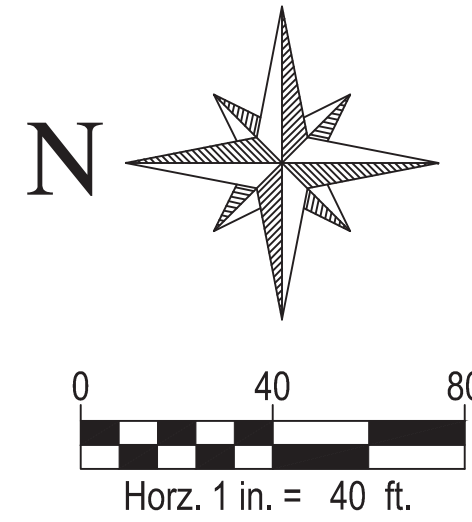


CHECKED BY	BJD
CAD TECHNICIAN	MJS
SCALE	NTS
DATE	03/16/2022
JOB NUMBER	WP# 184796.12
SHEET	
1	OF 5



- | | |
|---|---|
|  | CORNER OF THIS SUBDIVISION -
SET MONUMENT WIRLS TAG OR CAP
UNLESS OTHERWISE NOTED |
|  | SURVEY MONUMENT FOUND AS NOTED |
|  | CENTERLINE MONUMENTATION-SET BRASS CAP
FLUSH UPON COMPLETION OF PROJECT PER
M.A.G. STANDARD DETAIL 120 TYPE "A" |
| AE | ACCESS EASEMENT |
| BCH | BRASS CAP IN HANDHOLE |
| BK | BOOK |
| BW | BACK OF WALK |
| CID | CEMENT IRRIGATING DITCH |
| COB | CITY OF BUCKEYE |
| DOC | DOCUMENT |
| DKT | DOCKET |
| EX | EXISTING |
| FD | FOUND |
| FP1 | FINAL PLAT FOR COPPER FALLS PARCEL 1
BOOK 1634, PAGE 35, MCR |
| ID | IDENTIFICATION |
| MCDOT | MARICOPA COUNTY DEPARTMENT
OF TRANSPORTATION |
| MCR | MARICOPA COUNTY RECORDS |
| PG | PAGE |
| PRV | PRESSURE RELEASE VALVE |
| PUE | PUBLIC UTILITY EASEMENT |
| RE | ROADWAY EASEMENT |
| R/W | RIGHT-OF-WAY |
| SWE | SIDEWALK EASEMENT |
| SVE | SIGHT VISIBILITY EASEMENT |
| TAE | TEMPORARY ACCESS EASEMENT |
| WLE | WATERLINE EASEMENT |
| VNAE | VEHICULAR NON-ACCESS EASEMENT |
|  | BOUNDARY LINE |
|  | EASEMENT LINE AS NOTED |
|  | RIGHT-OF-WAY LINE |
|  | PROPERTY LINE |
|  | SECTION LINE |





LOT AREA TABLE																							
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES	LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES	LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES	LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES	LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES	LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES	LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES	LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 326	5,888	0.1352	LOT 345	6,295	0.1445	LOT 364	6,666	0.1530	LOT 383	6,444	0.1479	LOT 402	5,220	0.1198	LOT 421	5,310	0.1219	LOT 440	5,175	0.1188	LOT 459	5,175	0.1188
LOT 327	6,000	0.1377	LOT 346	6,406	0.1471	LOT 365	6,947	0.1595	LOT 384	6,445	0.1480	LOT 403	5,220	0.1198	LOT 422	5,310	0.1219	LOT 441	5,175	0.1188	LOT 460	5,175	0.1188
LOT 328	6,000	0.1377	LOT 347	6,406	0.1471	LOT 366	6,958	0.1597	LOT 385	6,445	0.1479	LOT 404	5,220	0.1198	LOT 423	5,175	0.1188	LOT 442	5,175	0.1188	LOT 461	5,175	0.1188
LOT 329	6,000	0.1377	LOT 348	6,406	0.1471	LOT 367	6,981	0.1603	LOT 386	6,445	0.1480	LOT 405	5,220	0.1198	LOT 424	5,174	0.1188	LOT 443	5,175	0.1188	LOT 462	5,175	0.1188
LOT 330	7,264	0.1667	LOT 349	6,366	0.1461	LOT 368	6,318	0.1450	LOT 387	6,622	0.1520	LOT 406	5,220	0.1198	LOT 425	7,357	0.1689	LOT 444	5,175	0.1188	LOT 463	5,175	0.1188
LOT 331	10,026	0.2302	LOT 350	6,287	0.1443	LOT 369	6,537	0.1501	LOT 388	7,236	0.1661	LOT 407	6,000	0.1377	LOT 426	9,676	0.2221	LOT 445	5,175	0.1188	LOT 464	5,175	0.1188
LOT 332	8,249	0.1894	LOT 351	6,287	0.1443	LOT 370	6,537	0.1501	LOT 389	6,578	0.1510	LOT 408	6,000	0.1377	LOT 427	8,399	0.1928	LOT 446	5,175	0.1188	LOT 465	5,175	0.1188
LOT 333	7,116	0.1634	LOT 352	6,287	0.1443	LOT 371	6,537	0.1501	LOT 390	6,110	0.1403	LOT 409	6,000	0.1377	LOT 428	5,153	0.1183	LOT 447	5,063	0.1162	LOT 466	5,175	0.1188
LOT 334	7,689	0.1765	LOT 353	6,287	0.1443	LOT 372	6,537	0.1501	LOT 391	5,598	0.1285	LOT 410	6,063	0.1392	LOT 429	5,175	0.1188	LOT 448	5,063	0.1162	LOT 467	5,118	0.1175
LOT 335	6,768	0.1554	LOT 354	6,287	0.1443	LOT 373	6,519	0.1497	LOT 392	5,282	0.1212	LOT 411	6,327	0.1452	LOT 430	5,175	0.1188	LOT 449	5,175	0.1188	LOT 468	9,393	0.2156
LOT 336	6,000	0.1377	LOT 355	6,287	0.1443	LOT 374	6,000	0.1377	LOT 393	5,178	0.1189	LOT 412	5,562	0.1277	LOT 431	5,175	0.1188	LOT 450	5,175	0.1188	LOT 469	9,792	0.2248
LOT 337	6,000	0.1377	LOT 356	6,282	0.1442	LOT 375	6,000	0.1377	LOT 394	5,175	0.1188	LOT 413	5,325	0.1223	LOT 432	5,175	0.1188	LOT 451	5,175	0.1188	LOT 470	6,815	0.1565
LOT 338	6,100	0.1400	LOT 357	6,019	0.1382	LOT 376	6,000	0.1377	LOT 395	5,214	0.1197	LOT 414	5,310	0.1219	LOT 433	5,175	0.1188	LOT 452	5,175	0.1188	LOT 471	5,288	0.1214
LOT 339	6,100	0.1400	LOT 358	6,048	0.1388	LOT 377	6,000	0.1377	LOT 396	5,922	0.1359	LOT 415	5,175	0.1188	LOT 434	5,175	0.1188	LOT 453	5,175	0.1188	TOTAL	864,528	19.8458
LOT 340	6,100	0.1400	LOT 359	6,050	0.1389	LOT 378	6,000	0.1377	LOT 397	5,220	0.1198	LOT 416	5,175	0.1188	LOT 435	5,175	0.1188	LOT 454	5,175	0.1188			
LOT 341	6,100	0.1400	LOT 360	6,050	0.1389	LOT 379	6,000	0.1377	LOT 398	5,220	0.1198	LOT 417	5,175	0.1188	LOT 436	5,175	0.1188	LOT 455	5,175	0.1188			
LOT 342	5,928	0.1361	LOT 361	6,050	0.1389	LOT 380	6,019	0.1382	LOT 399	5,220	0.1198	LOT 418	5,175	0.1188	LOT 437	5,175	0.1188	LOT 456	5,175	0.1188			
LOT 343	6,197	0.1423	LOT 362	6,050	0.1389	LOT 381	6,318	0.1450	LOT 400	5,220	0.1198	LOT 419	5,310	0.1219	LOT 438	5,175	0.1188	LOT 457	5,175	0.1188			
LOT 344	6,295	0.1445	LOT 363	6,050	0.1389	LOT 382	6,449	0.1481	LOT 401	5,220	0.1198	LOT 420	5,310	0.1219	LOT 439	5,175	0.1188	LOT 458	5,175	0.1188			

AREA TABLE		
RW	393,081	9.0239
TRACTS	354,859	8.1464
LOTS	864,528	19.8468
TOTAL	1,612,468	37.0171

STREET AREA TABLE		
STREET	STREET AREA SQUARE FEET	STREET AREA ACRES
251ST DRIVE	55,625	1.2770
252ND AVENUE	26,629	0.6113
253RD LANE	29,222	0.6708
254TH AVENUE	61,629	1.4148
ATLANTA AVENUE	66,078	1.5169
BLOCH ROAD	6,150	0.1412
CHANUTE PASS	51,785	1.1888
MILLER ROAD	50,041	1.1488
ROMLEY ROAD	45,922	1.0542
TOTAL	393,081	9.0238

FINAL PLAT

COPPER FALLS PHASE 2 PARCEL 3
BUCKEYE, ARIZONA



CHECKED BY BJD
CAD TECHNICIAN MJS
SCALE 1" = 40'
DATE 03/16/2022
JOB NUMBER WP# 184796.12
SHEET 4 OF 5

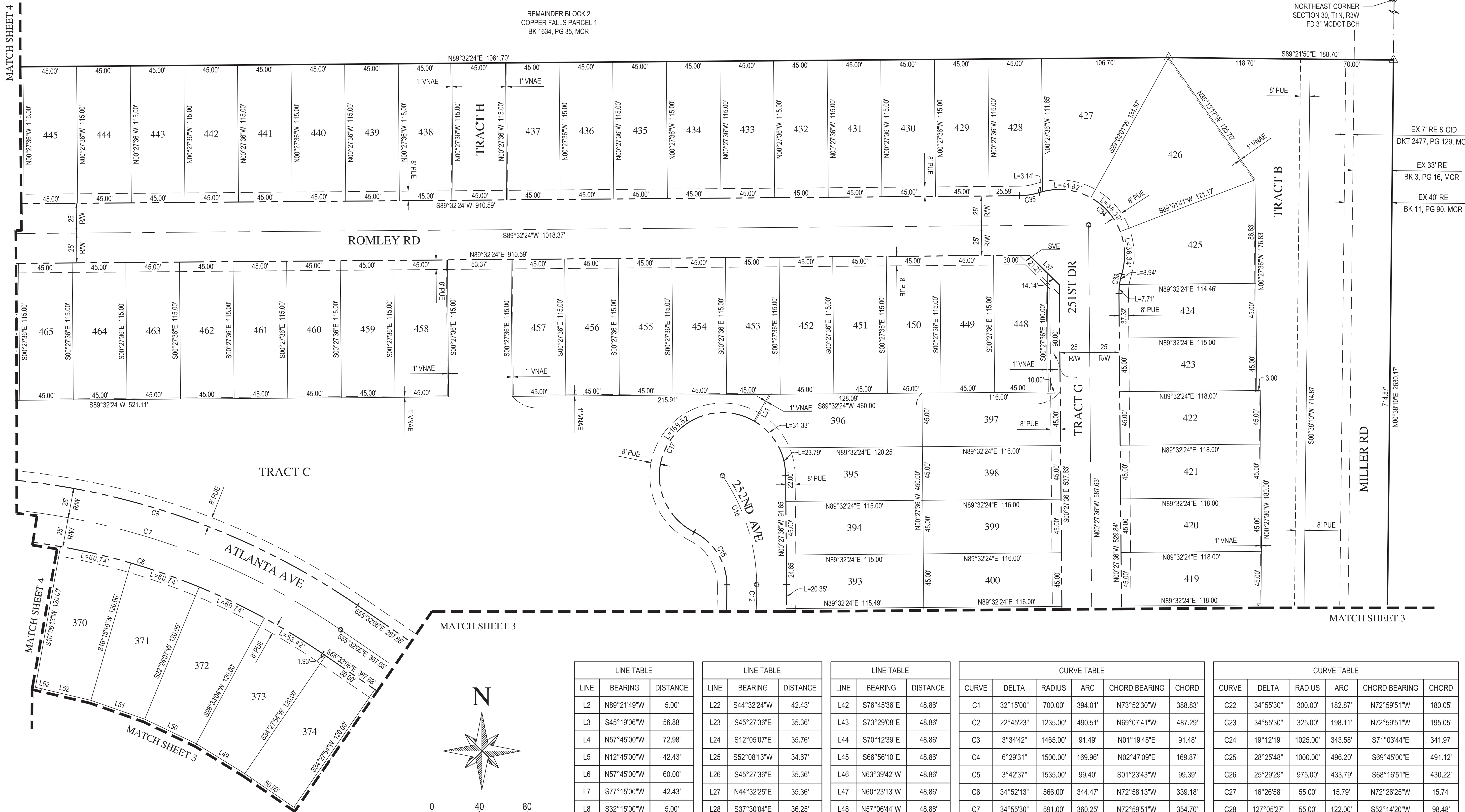
FINAL PLAT

COPPER FALLS PHASE 2 PARCEL 3

BUCKEYE, ARIZONA



CHECKED BY BJD
CAD TECHNICIAN MJS
SCALE 1" = 40'
DATE 03/16/2022
JOB NUMBER WP# 184796.12
SHEET 5 OF 5



TRACT AREA TABLE

	TRACT AREA SQUARE FEET	TRACT AREA ACRES	USE
TRACT A	51,529	1.1829	OPEN SPACE, LANDSCAPE AND RETENTION
TRACT B	122,008	2.8009	OPEN SPACE, LANDSCAPE, RETENTION AND PRV ACCESS EASEMENT
TRACT C	153,745	3.5295	OPEN SPACE, LANDSCAPE AND RETENTION
TRACT D	6,564	0.1507	OPEN SPACE AND LANDSCAPE
TRACT E	2,012	0.0462	OPEN SPACE AND LANDSCAPE
TRACT F	9,734	0.2235	OPEN SPACE AND LANDSCAPE
TRACT G	950	0.0218	OPEN SPACE AND LANDSCAPE
TRACT H	5,175	0.1188	OPEN SPACE AND LANDSCAPE
TRACT I	950	0.0218	OPEN SPACE AND LANDSCAPE
TRACT Y	2,191	0.0503	PRV SITE TO BE CONVEYED TO COB
TOTAL	354,859	8.1464	

LINE TABLE		
LINE	BEARING	DISTANCE
L2	N89°21'49"W	5.00'
L3	S45°19'06"W	56.88'
L4	N57°45'00"W	72.98'
L5	N12°45'00"W	42.43'
L6	N57°45'00"W	60.00'
L7	S77°15'00"W	42.43'
L8	S32°15'00"W	5.00'
L9	N38°43'07"W	58.78'
L10	N83°59'19"W	70.09'
L11	N45°27'36"W	35.36'
L12	N00°27'36"W	50.00'
L13	N44°32'24"E	42.43'
L14	N89°32'24"E	60.00'
L15	S45°27'36"E	42.43'
L16	N44°32'24"E	35.36'
L17	N89°32'24"E	50.00'
L18	S00°27'36"E	50.00'
L19	N89°21'49"W	70.00'
L20	N75°44'41"E	36.27'
L21	N45°27'36"W	35.36'

LINE TABLE		
LINE	BEARING	DISTANCE
L22	S44°32'24"W	42.43'
L23	S45°27'36"E	35.36'
L24	S12°05'07"E	35.76'
L25	S52°08'13"W	34.67'
L26	S45°27'36"E	35.36'
L27	N44°32'25"E	35.36'
L28	S37°30'04"E	36.25'
L29	N50°43'24"E	33.09'
L30	N13°24'04"W	36.68'
L31	S29°56'54"W	25.85'
L32	N76°33'55"E	33.54'
L33	S45°27'36"E	42.43'
L34	N89°32'24"E	5.00'
L35	S44°32'24"W	42.43'
L36	S45°27'36"E	35.36'
L37	S45°27'36"E	35.36'
L38	S57°44'06"E	43.99'
L39	S64°58'43"E	40.69'
L40	S69°41'55"E	13.24'
L41	N80°00'29"W	48.07'

LINE TABLE		
LINE	BEARING	DISTANCE
L42	S76°45'36"E	48.86'
L43	S73°29'08"E	48.86'
L44	S70°12'39"E	48.86'
L45	S66°56'10"E	48.86'
L46	N63°39'42"W	48.86'
L47	N60°23'13"W	48.86'
L48	N57°06'44"W	48.88'
L49	N58°22'23"W	47.94'
L50	S64°31'24"E	47.84'
L51	S70°40'21"E	47.84'
L52	S76°49'18"E	47.84'
L53	S82°58'15"E	47.84'
L54	S88°54'23"E	41.83'
L55	N89°32'24"E	0.89'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	32°15'00"	700.00'	394.01'	N73°52'30"W	388.83'
C2	22°45'23"	1235.00'	490.51'	N69°07'41"W	487.29'
C3	3°34'42"	1465.00'	91.49'	N01°19'45"E	91.48'
C4	6°29'31"	1500.00'	169.96'	N02°47'09"E	169.87'
C5	3°42'37"	1535.00'	99.40'	S01°23'43"W	99.39'
C6	34°52'13"	566.00'	344.47'	N72°58'13"W	339.18'
C7	34°55'30"	591.00'	360.25'	N72°59'51"W	354.70'
C8	34°55'30"	616.00'	375.49'	S72°59'51"E	369.70'
C9	28°24'36"	709.00'	351.56'	S69°44'24"E	347.97'
C10	22°27'22"	684.00'	268.08'	S68°26'39"E	266.37'
C11	24°31'35"	734.00'	314.20'	S67°47'54"E	311.81'
C12	34°55'30"	400.00'	243.82'	N17°00'09"E	240.06'
C13	27°16'55"	375.00'	178.56'	N13°10'52"E	176.88'
C14	28°10'55"	425.00'	209.04'	N13°37'51"E	206.94'
C15	62°51'03"	50.00'	54.85'	N31°53'07"W	52.14'
C16	33°58'35"	164.00'	97.25'	N17°26'53"W	95.83'
C17	242°51'03"	53.00'	224.64'	N58°06'53"E	90.45'
C18	17°20'29"	55.00'	16.65'	N08°12'39"E	16.58'
C19	124°30'37"	55.00'	119.52'	S45°22'25"E	97.35'
C20	18°52'56"	55.00'	18.13'	S81°48'45"W	18.04'
C21	33°12'41"	275.00'	159.40'	N72°08'27"W	157.18'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C22	34°55'30"	300.00'	182.87'	N72°59'51"W	180.05'
C23	34°55'30"	325.00'	198.11'	N72°59'51"W	195.05'
C24	19°12'19"	1025.00'	343.58'	S71°03'44"E	341.97'
C25	28°25'48"	1000.00'	496.20'	S69°45'00"E	491.12'
C26	25°29'29"	975.00'	433.79'	S68°16'51"E	430.22'
C27	16°26'58"	55.00'	15.79'	N72°26'25"W	15.74'
C28	127°05'27"	55.00'	122.00'	S52°14'20"W	98.48'
C29	17°20'29"	55.00'	16.65'	S02°38'09"E	16.58'
C30	6°29'42"	925.00'	104.86'	N02°47'15"E	104.80'
C31	6°29'42"	900.00'	102.02'	N02°47'15"E	101.97'
C32	1°48'28"	875.00'	27.61'	N00°26'38"E	27.61'
C33	17°20'29"	55.00'	16.65'	S08°12'39"W	16.58'
C34	124°40'58"	55.00'	119.69'	N45°27'36"W	97.43'
C35	17°20'29"	55.00'	16.65'	N80°52'09"E	16.58'
C36	17°20'29"	55.00'	16.65'	S80°52'09"W	16.58'
C37	124°40'58"	55.00'	119.69'	S45°27'36"E	97.43'
C38	17°20'29"	55.00'	16.65'	N08°12'39"E	16.58'
C39	21°02'22"	15.00'	5.51'	N10°58'47"W	5.48'
C40	32°15'00"	740.00'	416.52'	S73°52'30"E	411.05'
C41	32°01'30"	1200.00'	670.73'	N73°45'45"W	662.03'

DOUGLAS A. DUCEY
Governor



THOMAS BUSCHATZKE
Director

ARIZONA DEPARTMENT of WATER RESOURCES
1110 West Washington Street, Suite 310
Phoenix, Arizona 85007
602.771.8500
azwater.gov

Via Electronic and Certified Mail

January 15, 2020

Terry Klinger
TGV Investments, LLC,
2241 E. Colter Street,
Phoenix, AZ 85016

**Re: Certificate of Assured Water Supply
Copper Falls
DWR File No. 31-402043.0002**

Dear Mr. Klinger:

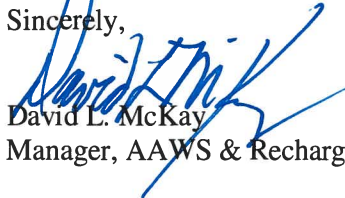
The Arizona Department of Water Resources (Department) has determined that the criteria for an Assured Water Supply pursuant to A.R.S. § 45-576 and A.A.C. R12-15-701 *et seq.* have been met, and therefore the Director has decided to issue Certificate of Assured Water Supply No. 31-402043.0002, attached.

The City of Buckeye will provide water to the subdivision. The source of supply will be groundwater. The annual estimated water demand of the subdivision is 345.03 acre-feet per year for 639 lots, and the groundwater allowance for the subdivision for the 100-year period is 690.06 acre-feet. Pursuant to A.R.S. § 45-578(F), the total projected average annual replenishment obligation at build-out for each plat under the Certificate is 338.13 acre-feet per year.

The Department suggests you record your Certificate of Assured Water Supply in the appropriate county recorder's office. This will provide you with a permanent public record of the Certificate. This determination is applicable only to the persons or entities specified on the Certificate and for the plat reviewed by the Department, including non-material plat changes pursuant to A.A.C. R12-15-708.

Pursuant to A.R.S. § 41-1092.03, the Director's determination and decision to issue the Certificate is an appealable agency action. You are entitled to appeal this action. If you wish to appeal this action, you must file a written appeal within thirty (30) days from receipt of this letter. A summary of the appeal process and an appeal form are attached, should you elect to pursue this option.

Sincerely,


David L. McKay
Manager, AAWS & Recharge Permitting

DLM/evs

Page 2

Subdivision Name: Copper Falls

File Number: 31-402043.0002

CC: Via Electronic Mail:

CAGRD

Arizona Department of Real Estate

Arizona Department of Environmental Quality

Arizona State Land Department

**STATE OF ARIZONA
DEPARTMENT OF WATER RESOURCES
CERTIFICATE OF ASSURED WATER SUPPLY**

This is to certify that

TGV Investments, LLC, an Arizona limited liability company, Owner,

has met the requirements of A.R.S. §§ 45-576 and A.A.C.R12-15-701 et. seq., and

By powers vested in the Director of the Arizona Department of Water Resources by the
State of Arizona, and subject to the conditions contained in A.A.C. R12-15-701 et seq.,

Is issued this Certificate of Assured Water Supply for

**Copper Falls
Township 1 North, Range 3 West, Section 30
GSRB&M Maricopa County, PHOENIX AMA**

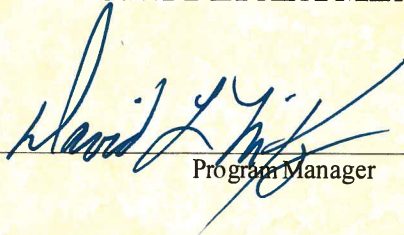
The referenced subdivision consists of **639 lots** as described in the preliminary plat on file with the
Department, and has an estimated water demand of **345.03 acre-feet per year**. The subdivision will
be served **groundwater** by **City of Buckeye**.

This Certificate is invalid as to any entity not named above.
This Certificate may be assigned pursuant to A.A.C. R12-15-705.

Certificate Number: 31-402043.0002
Original Issue Date: October 2, 2006



ARIZONA DEPARTMENT OF WATER RESOURCES



Program Manager



Date

TYPE A CERTIFICATE

ARIZONA DEPARTMENT OF WATER RESOURCES

NOTICE OF RIGHT TO APPEAL AGENCY ACTION

I. Right to Request Hearing

You have the right to request a hearing on the agency action described in the enclosed letter. To request a hearing, you must file a notice of appeal with the Docket Supervisor, Arizona Department of Water Resources, 1110 W. Washington St., Suite 310, Phoenix, Arizona 85007-2952 within thirty (30) days from the date of your receipt of this letter. A Notice of Appeal form is enclosed. Pursuant to A.R.S. § 41-1092.03, the grounds for appeal by a party who will be adversely affected by the agency action and who exercised a right to comment on the action provided by law or rule is limited to the issues raised in the party's comments.

If you file a timely notice of appeal, a hearing will be scheduled and you will be given written notice of the time and place for the hearing at least thirty (30) days before the hearing date. The date scheduled for the hearing may be advanced or delayed on the agreement of the Department and the parties to the action or on a showing of good cause. **If no party files a notice of appeal within thirty days from the date of receipt of the enclosed letter, the agency action described in the letter will become final and will not be subject to judicial review.**

II. Right to Request Informal Settlement Conference

If you file a timely notice of appeal as described above, you will have the right to request an informal settlement conference. A request for an informal settlement conference must be in writing and must be filed with the Docket Supervisor, Arizona Department of Water Resources, 1110 W. Washington St., Suite 310, Phoenix, Arizona 85007-2952 not later than twenty (20) days before the hearing date. The enclosed Notice of Appeal form includes a place for you to request an informal settlement conference. If you file a timely request for an informal settlement conference, the Department will give you written notice of the time and place for the settlement conference. An informal settlement conference must be held within fifteen (15) days after the request is filed.

If an informal settlement conference is held, a person with the authority to act on behalf of the Department will represent the Department at the conference. The parties participating in the settlement conference will waive their right to object to the participation of the Department's representative in the final administrative decision. Statements, either written or oral, made by the appellant at the conference, including a written document, created or expressed solely for the purpose of settlement negotiations, are inadmissible in any subsequent administrative hearing.

III. Agency Contact Person

If you have any questions regarding the appeals process, or the process for requesting an informal settlement conference, please contact the Docket Supervisor at (602) 771-8472.

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

MEETING DATE: 05/03/22	AGENDA ITEM: 6.D. Transfer of County right-of-way on Jackrabbit Trail (Great Hearts Academy) via Resolution No. 42-22
DATE PREPARED: 04/28/22	DISTRICT NO.:
STAFF LIAISON: Paul Lopez, Deputy City Engineer, plopez@buckeyeaz.gov, (602) 349-6204	
DEPARTMENT: Engineering	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Resolution No. 42-22 approving the transfer of certain right-of-way and roadway on Jackrabbit Trail.

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:

Great Hearts Academy is a new charter school coming into the City of Buckeye between Yuma Road and Van Buren Street. Per Municipal Code Chapter 20-3, development is responsible for providing the required half-street improvements and right-of-way. Jackrabbit Trail is classified as a major arterial roadway in the City of Buckeye Transportation Master Plan. The developer shall construct the half-street to City standards with a raised median. A traffic signal will be installed at the main entrance to the school to assist with the additional trip generation and traffic movements. Currently the 65' half-street right-of-way for Jackrabbit Trail along the project frontage is in Maricopa County. This council action will allow the County to transfer that 65' of right-of-way to the City, and allow Great Hearts Academy to proceed to permit the work in the City of Buckeye so they can complete their adjacent half-street improvements.

BENEFITS:

The right of way will allow the Great Hearts Academy to construct their required half-street improvements.

FUTURE ACTION:

Pending approval by Council of Resolution 42-22, the land transaction is scheduled to be heard for approval at the County Board of Supervisors meeting May 18, 2022. If approved it will then be recorded and transferred to the City of Buckeye.

Jackrabbit Trail is a Major Arterial, and per City of Buckeye Standards requires a total half-street right of way dimension of 70 feet with an additional Public Utility Easement. At a later date, the balance of

the required right-of-way (5 additional feet for a total of 70 feet and an 8-foot Public Utility Easement), already annexed into the City, will be brought back to the council in the form of a Map of Dedication.

FINANCIAL IMPACT STATEMENT:

There is no financial impact to the City.

CURRENT FISCAL YEAR TOTAL COST:

N/A

BUDGETED:

No

FISCAL YEAR:

2022

FUND/DEPARTMENT:

N/A

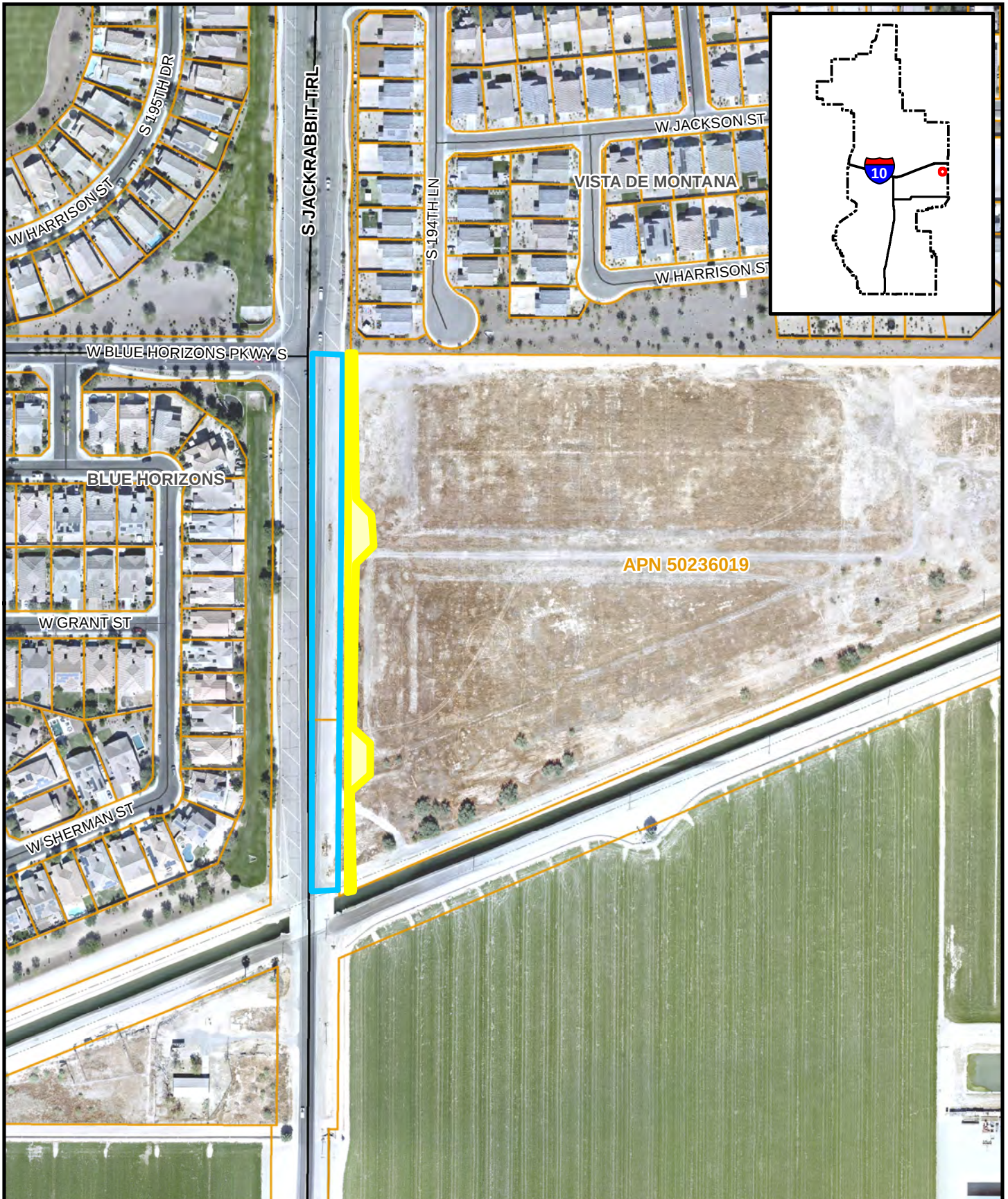
Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

[Vicinity Map GreatHeartsAcademies_8x11 \(1\).pdf](#)

[DesignatedCountyRoadPlat. 13-54.pdf](#)

[RES 42-22 County Right-of-Way on Jackrabbit Trail.pdf](#)



While every effort has been made to ensure the accuracy of this information, the City of Buckeye makes no warranty, expressed or implied, as to its absolute accuracy and expressly disclaims liability for the accuracy thereof.

Great Hearts Academy



- Parcels
- City ROW Dedication
- County ROW



Date: 4/14/2022

Document Name: GreatHeartsAcademies_8x11

RESOLUTION NO. 42-22

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING THE TRANSFER OF CERTAIN RIGHT-OF-WAY AND ROADWAY ON JACKRABBIT TRAIL.

WHEREAS, A.R.S. § 9-471(O) provides that county right-of-way or roadway may be transferred to an adjacent city or town by mutual consent of the governing bodies of the county and the receiving city, if the city and the county each approve the proposed transfer as a published agenda item at regular public meetings of their respective governing bodies; and

WHEREAS, pursuant to A.R.S. § 9-471(O), property so transferred shall be treated as though it were newly annexed territory; and

WHEREAS, the right-of-way and roadway to be transferred pursuant to this resolution is a portion of Jackrabbit Trail, adjacent to the City of Buckeye, between Blue Horizons Parkway and the Roosevelt Irrigation District Canal, as depicted and described in Exhibit A; and

WHEREAS, this resolution has been acted upon as a published agenda item at a regular public meeting of the Buckeye City Council;

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. Pursuant to the provisions of A.R.S. § 9-471(O), the City of Buckeye (the “City”) does hereby approve and consent to the transfer by Maricopa County to the City of certain right-of-way and roadway on Jackrabbit Trail, as depicted and described in Exhibit A.

Section 3. Upon approval by the Maricopa County Board of Supervisors, the Roadway shall be treated by the City as newly annexed territory.

Section 4. 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 this resolution, and to ensure that a copy of this resolution, together with documentation of approval by the Maricopa County Board of Supervisors, is recorded in the Office of the Maricopa County Recorder.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 3rd day of May, 2022.

Eric Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

**EXHIBIT A
TO
RESOLUTION NO. 42-22**

[Depiction and Legal Description of Transferred Right-of-Way and Roadway]

(See following pages)

**GREATHEARTS ARIZONA
JACKRABBIT TRAIL ANNEXATION
LEGAL DESCRIPTION**

A portion of land being situated within the Southwest quarter of Section 9, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a found brass cap in hand hole accepted as the West Quarter corner of said Section 9 from which a found Town of Buckeye brass cap in hand hole accepted as the Southwest corner thereof bears South 00°02'10" West, 2647.07 feet;

Thence South 89°57'28" East, 65.00 feet along the North line of said Southwest quarter to a line that is parallel with and 65.00 feet east of the west line of said Southwest quarter;

Thence leaving said north line and along said parallel line, South 00°02'10" West, 932.29 feet to the northerly line of Roosevelt Irrigation District Canal;

Thence along said Northerly line, South 67°29'02" West, 70.38 feet to the west line of said Southwest quarter;

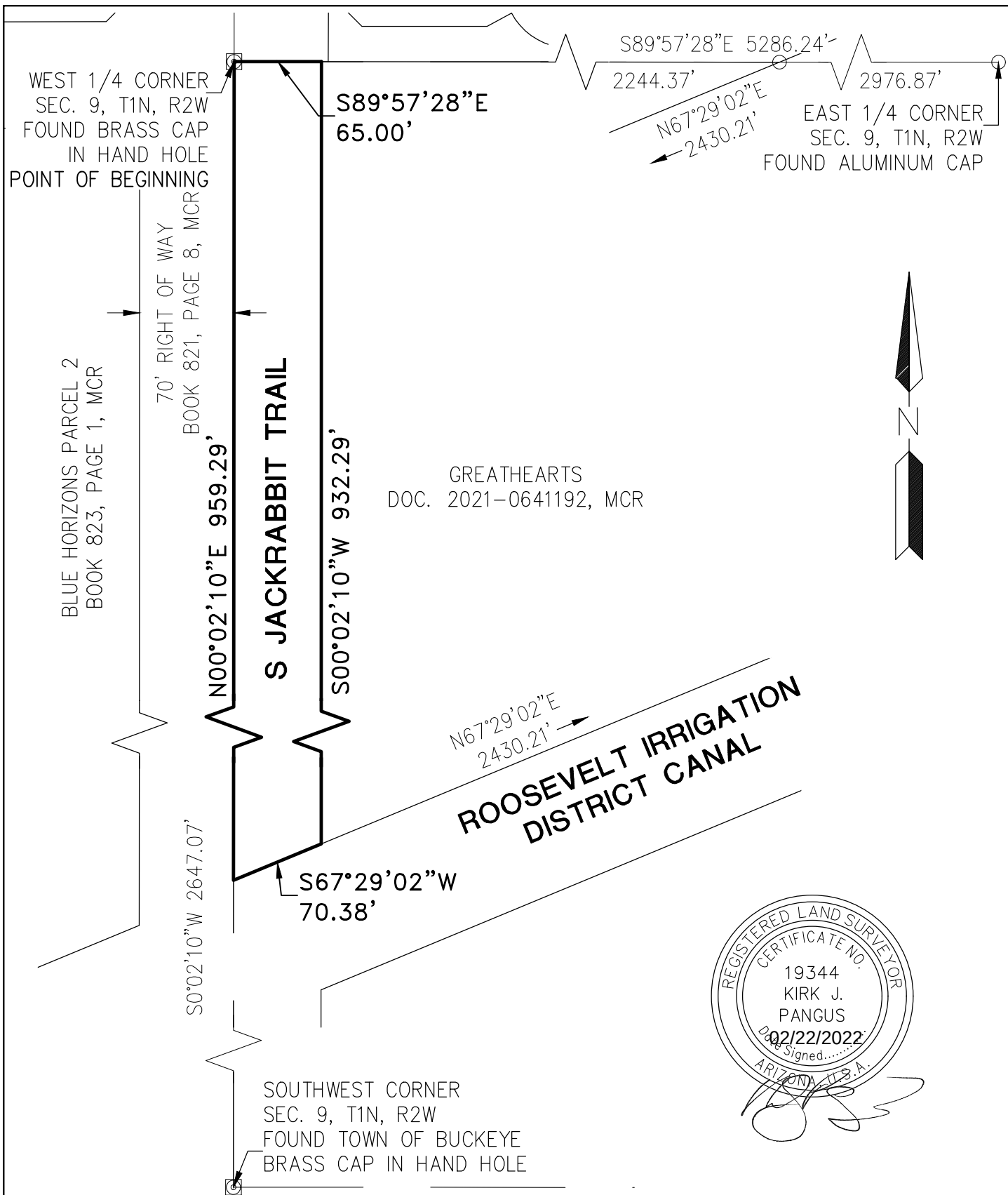
Thence along said west line, North 00°02'10" East, 959.29 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 61,476 sq. ft. (1.4113 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 2198
Date: February 2022





PROJ.NO.:	2198
DATE:	Feb 2022
SCALE:	N.T.S.
DRAWN BY:	JHVD
CHECKED BY:	KJP

GHA BUCKEYE
JACKRABBIT TRAIL ANNEXATION
MARICOPA COUNTY, ARIZONA
EXHIBIT

HILGARTWILSON

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

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

MEETING DATE: 05/03/22	AGENDA ITEM: 6.E. Maricopa County and City of Buckeye Animal Control Facilities/Sheltering Services Intergovernmental Agreement
DATE PREPARED: 04/28/22	DISTRICT NO.: ALL
STAFF LIAISON: Larry Hall, Police Chief, Lhall@buckeyeaz.gov, (623) 349-3468	
DEPARTMENT: Police	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Resolution No. 44-22 approving an Intergovernmental Agreement with Maricopa County related to Animal Control Facilities, and authorizing the Mayor to execute and deliver said Intergovernmental Agreement.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

Maricopa County Animal Care & Control Department will provide animal sheltering services through an Intergovernmental Agreement. The City of Buckeye needs Animal Sheltering Services and desires to enter into an IGA with the County to appoint the County as the statutory Enforcement Agent for the City of Buckeye to administer Animal Sheltering Services.

BENEFITS:

Animal sheltering services for the City of Buckeye will be available as detailed in the IGA. Without animal sheltering service animal control within Buckeye would not have sufficient sheltering services for animals within the City.

FUTURE ACTION:

Once resolution No. 44-22 is approved by Council, the City Clerk will coordinate the City's execution of the IGA and the Buckeye Police Department will coordinate Maricopa County Animal Care & Control Department's execution and provide the City Clerk's office with the fully executed IGA once obtained from the County.

FINANCIAL IMPACT STATEMENT:

As detailed in Appendix A of the IGA the licensing revenue/compliance is used to offset the sheltering costs. The initial year of the contract which will be FY 2023 (7/1/2022-6/30/2023) for sheltering

services will be \$17,475.

CURRENT FISCAL YEAR TOTAL COST:

The current fiscal year cost for sheltering services will be \$17,475

BUDGETED:

No

FISCAL YEAR:

2023

FUND/DEPARTMENT:

10002121-520010

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

ATTACHMENTS:

[RES 44-22 Maricopa County Animal Control Facilities - Sheltering Services IGA.pdf](#)

[IGA_-_FY23-28_Sheltering_Services_-_City_of_Buckeye_.docx](#)

RESOLUTION NO. 44-22

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATED TO ANIMAL CONTROL FACILITIES, AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID INTERGOVERNMENTAL AGREEMENT.

WHEREAS, A.R.S. § 11-1013 authorizes the establishment of county pounds for the impound of stray animals; and

WHEREAS, A.R.S. § 11-1005(A)(3) authorizes counties to contract with cities for the enforcement of animal control laws; and

WHEREAS, the City of Buckeye and Maricopa County wish to enter into an intergovernmental agreement related to the use of Maricopa County pounds;

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. The Intergovernmental Agreement between Maricopa County, administered by its Animal Care & Control Department, and the City of Buckeye, titled Maricopa County Animal Control Facilities Use Agreement for Sheltering Services (the “IGA”), is hereby approved in substantially the form and substance on file with the City Clerk and is incorporated herein by reference.

Section 3. The Mayor is hereby authorized to execute and deliver the IGA, and the Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to execute all documents and other necessary or desirable instruments, and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 3rd day of May, 2022.

Eric Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

INTERGOVERNMENTAL AGREEMENT
MARICOPA COUNTY ANIMAL CONTROL FACILITIES USE
AGREEMENT FOR SHELTERING SERVICES

BETWEEN

MARICOPA COUNTY
[Administered by its Animal Care & Control Department] and

THE CITY OF BUCKEYE

THIS INTERGOVERNMENTAL AGREEMENT (“IGA” or “Agreement”) for use of Maricopa County Animal Pounds as prescribed in A.R.S. § 11-1013 (hereinafter “Animal Control Facilities”) is entered by and between **MARICOPA COUNTY**, a political subdivision of the State of Arizona, administered by its Animal Care & Control Department (collectively referred to as the “County”), and the **CITY OF BUCKEYE**, a municipal corporation of the State of Arizona (the “City”). The County and City are the only parties to this Agreement; they are referred to collectively as the “Parties” and each individually as a “Party.” In consideration of the following, the Parties hereby agree as follows:

1.0 PURPOSE: The purpose of this Agreement is to memorialize the Parties’ rights and responsibilities related to the County’s provision, and the City’s use, of Animal Control Facilities.

2.0 AUTHORITY

- 2.1 Arizona Revised Statutes (“A.R.S.”) § 11-201(A)(3) authorizes the Board of Supervisors to contract on behalf of the County.
- 2.2 A.R.S. §§ 11-952 and 11-1013 authorize the County and City, as public agencies, to enter into IGAs for joint cooperative action, which includes the operation and use of Animal Control Facilities.
- 2.3 A.R.S. § 11-251(47) authorizes the County to make and enforce ordinances for the protection and disposition of domestic animals subject to inhumane, unhealthful, or dangerous conditions or circumstances.
- 2.4 A.R.S. § 11-1005(A)(3) and County Ordinance No. P-13, Rabies/Animal Control (“County Ordinance No. P-13”) authorize the Board of Supervisors to contract with the City to enforce the provisions of any City ordinance enacted for the control of dogs if the provisions are not specific to breed.

2.5 A.R.S. §11-1005(C), and County Ordinance No. P-13 authorize the County to establish fees for impounding and maintaining domestic animals at Animal Control Facilities.

3.0 TERM: This Agreement is effective on July 1, 2022 (“Effective Date”) and terminates on June 30, 2027. The “Term” of this Agreement shall include the period between such dates, unless this Agreement is terminated earlier by the Parties and pursuant to the terms hereof, and any Renewal Term(s).

4.0 RENEWAL: The Parties may renew this Agreement for up to two successive twelve-month terms (each a “Renewal Term”).

5.0 AMENDMENTS: Any modification or amendment to the terms and conditions of this Agreement must be made by mutual written agreement signed by authorized signers for the Parties, and each amendment must set forth its own effective date.

6.0 DEFINITIONS

6.1 The relevant definitions at A.R.S. § 11-1001 and City Code, § Chapter 6 are hereby incorporated into this Agreement and shall be capitalized when used in this Agreement. In the event the County and City definitions conflict, the County definitions shall control. Additionally, the following terms are used in this Agreement.

6.2 **Capacity:** Means the following:

6.2.1 West Valley:

6.2.1.1 350 large kennels for adoptable and/or stray dogs

6.2.1.2 24 kennels for small adoptable and/or stray dogs

6.2.1.3 15 “Life Rooms” for adoptable dogs

6.2.1.4 30 quarantine kennels for bite dogs

6.2.1.5 10 clinic kennels for injured dogs

6.2.1.6 10 kennels for stray cats

6.2.1.7 10 kennels for underage kittens

6.2.1.8 40 spaces for adoptable cats

6.2.2 East Valley:

6.2.2.1 354 medium/large kennels for adoptable and/or stray dogs

6.2.2.2 48 kennels for puppies and/or cats

6.3 **County Observed Holidays:** Refers to the County holidays listed on the County Clerk of Court website.

6.4 **Eligible Animals:** The County will accept the following animals (“Eligible Animals”) for impound and/or quarantine in Animal Control Facilities that are not above Capacity:

6.4.1 Bite Cats: unvaccinated cats that have bitten a person;

- 6.4.2 Bite Dogs: unvaccinated dogs that have bitten a person;
 - 6.4.3 Stray Dogs;
 - 6.4.4 Exposure animals at the request of Maricopa County Department of Public Health or Arizona Department of Health Services (“DHS”) provided the City supplies the necessary paperwork;
 - 6.4.5 Owner surrender bite dogs for euthanasia only at cost; and
 - 6.4.6 Any animals not listed above, with prior written approval by the County.
- 6.5 **Ineligible Animals:** The County will not accept the following animals (“Ineligible Animals”) for impound and/or quarantine in Animal Control Facilities:
- 6.5.1 Any animal required to be impounded pursuant to a police investigation, arrest, or warrant;
 - 6.5.2 Any animal required to be impounded pursuant to any animal cruelty, neglect, abandonment, or welfare check case;
 - 6.5.3 Sick or injured animals;
 - 6.5.4 Animals impounded after a traffic accident;
 - 6.5.5 Animals other than dogs or cats for bite quarantine;
 - 6.5.6 Any species other than a dog or cat except as noted in 6.4.6, above;
 - 6.5.7 Animals, alive or dead, that are to be submitted to DHS for rabies testing;
 - 6.5.8 Animals to be held pursuant to a vicious case or relinquished to the City due to a vicious case;
 - 6.5.9 Animals associated with police actions not in violation of this ordinance or that are seized from an owner;
 - 6.5.10 Dogs ordered into custody pursuant to a court order; and
 - 6.5.11 Owner surrenders except pursuant to 6.4.6.
- 6.6 **Intake Hours:** The County will accept Eligible Animals for impound and/or quarantine Monday through Sunday during the hours of 11:00 a.m. to 1:00 p.m. at an Animal Control Facility with Capacity to receive Eligible Animals (“Intake Hours”).

7.0 COUNTY RESPONSIBILITIES

The County agrees to perform the following services:

- 7.1 Establish written intake/booking procedures (the “Intake Procedure”) that, at minimum, include tracking of source or caller information, breed, animal gender, approximate age, circumstances of impound, species, location of impound by street and zip code, and City tracking number.
- 7.2 Create an intake form to collect information necessary to document the information collected pursuant to the Intake Procedure (“Intake Form”) and provide the Intake Procedure and Intake Form to City.

- 7.3 Maintain facilities, equipment, and trained personnel for operation of Animal Control Facilities.
- 7.4 Accept Eligible Animals for impound and/or quarantine from the City during Intake Hours. If the City delivers an Eligible Animal to an Animal Control Facility outside of Intake Hours, the County may refuse delivery, or accept delivery and charge the City an after-hours delivery fee.
- 7.5 Provide proper care and maintenance in accordance with A.R.S. §§ 11-1013(B) and 11-1021 to all Eligible Animals impounded and/or quarantined at Animal Control Facilities.
- 7.6 Impound Eligible Animals in accordance with the impound periods as outlined in A.R.S. §§ 11-1013 and 11-1014.
- 7.7 Invoice the City on a quarterly basis for services rendered according to the fees and costs schedule in Appendix A. The County may review these fees and costs at the end of the Term to ensure they continue to reflect the services rendered.
- 7.8 The County reserves the right to deny intake of an Eligible Animal for any behavior issue deemed by the County to be a threat to public health or safety.
- 7.9 The County reserves the right to return animals to the City at the expiration of the legal holding period.
- 7.10 The County may temporarily suspend this Agreement without notice and in its sole discretion if the County determines:
 - 7.10.1 The City is non-compliant with a provision of this Agreement; or,
 - 7.10.2 The health and safety of an animal or person is in jeopardy.
 - 7.10.3 A temporary suspension imposed by the County shall remain in effect unless and until the City comes into compliance or until the County enters a permanent order after notice and opportunity for hearing.
 - 7.10.4 The City shall be notified in writing for the reason for the temporary suspension upon issuance of the suspension and the City shall have five (5) business days to respond in writing from the date of the notice. The notice shall comply with the Notice provisions of Section 13, below.

8.0 CITY RESPONSIBILITIES

The City agrees to perform the following services:

- 8.1 In the case of a bite animal, provide a copy of the agency bite report which shall include (if known) owner name, address, and phone number; victim name, address, phone number, and age; circumstances of bite, date, and time bite occurred, location where bite occurred, including zip code; victim relationship to animal owner, severity of bite, wound location on body, and what medical treatment, if any, was provided or sought.

- 8.2 Before attempting delivery of an Eligible Animal to an Animal Control Facility, conduct lost and found efforts to return the animal to its owner, including but not limited to, scanning for microchips and contacting potential owner.
- 8.3 Deliver only Eligible Animals to Animal Control Facilities, and only during Intake Hours, except as noted in Section 6.4.6.
- 8.4 Establish appropriate alternate procedures for Ineligible Animals, including animals that are sick or injured and animals that are, or are suspected to be, victims of abandonment, cruelty or neglect.
- 8.5 Comply with the Intake Procedure.
- 8.6 Upon delivery of the Eligible Animal by the City to the County, provide the following information:
 - 8.6.1 Documentation showing attempts to return Eligible Animal to its owner;
 - 8.6.2 Prior complaints made to the City about the animal;
 - 8.6.3 Bite history; and all known information as outlined in 8.2;
 - 8.6.4 Known information necessary to aide in the control of rabies, such as knowledge of bites, knowledge of rabies, etc.; and,
 - 8.6.5 Any additional information requested by the County that is necessary to properly impound, care for, or pathway the Eligible Animal.
- 8.10 Pay daily boarding fees as established in Appendix A to this Agreement.
- 8.11 Promote and enforce licensing as prescribed in A.R.S. §§ 11-1008, 11-1012, and City Code, § Chapter 6.

9.0 RECORDS

- 9.1 At minimum, the Parties shall keep the following records under this Agreement (“Records”):
 - 9.1.1 Intake counts;
 - 9.1.2 Electronic impound records;
 - 9.1.3 Documentation of City attempts to return an animal to its owner;
 - 9.1.4 All documentation related to dog licenses;
 - 9.1.5 All documentation related to rabies;
 - 9.1.6 All documentation related to Immigration, E-Verify, and compliance with Section 20 of this Agreement; and
 - 9.1.7 Any other books, accounts, reports, files or other documents related to this Agreement that are required to be kept under Arizona law.
- 9.2 The City will have access to County dog licensing data through a web portal, calls to an Animal Control Facility, and by email.
- 9.3 The Parties shall retain records in accordance with their applicable retention rules and policies. The County shall retain Records in accordance with the County Records Management policy, A2101. The City shall retain Records in accordance with City policies.

- 9.4 The Parties shall have full access to, and the right to examine, copy, and make use of all Records relevant to this Agreement no later than ten (10) business days from the date of request.
- 9.5 In the interest of efficient cooperation, each Party waives its standard public records request procedures, with respect to Records requested by the other Party.
- 9.6 The Parties acknowledge some Records may be protected from disclosure under Arizona law. The Parties shall consult with counsel prior to disclosing Records to third parties.

10.0 PAYMENT: The City will pay for services provided under this Agreement as set forth in Appendix A to this Agreement.

11.0 NON-APPROPRIATION: Notwithstanding any other provision in this Agreement, every payment obligation under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the appropriating body resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to the City or County in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages due to termination under this paragraph.

12.0 AUDITS

- 12.1 Each Party may audit and inspect the other Party's work to verify compliance with this Agreement.
- 12.2 All Records shall be subject at all reasonable times to inspection and audit by either Party for five years after completion of the Agreement.
- 12.3 The owner of the Records shall produce the requested Records in accordance with this Agreement.
- 12.4 Prior to conducting an audit, a Party must give sixty (60) calendar days' notice to the other Party. Notice shall be given as provided in Section 13.0.

13.0 NOTICE: Whenever written notice is required or permitted under this Agreement, such notice shall be deemed to have been sufficiently given if personally delivered or deposited in the United States mail in a properly stamped envelope – certified or registered mail, return receipt requested – or electronically mailed, addressed to:

MARICOPA COUNTY

Maricopa County Animal Care & Control
c/o Al Aguinaga, Field Enforcement
Division Manager

CITY OF BUCKEYE

Larry Hall, Police Chief
21699 W. Yuma Road, Suite 104
Buckeye, AZ 85236

2500 S. 27th Avenue
Phoenix, AZ 85009 Al.Aguinaga@maricopa.gov
(602) 506-2737

cc:

Maricopa County Animal Care & Control
c/o Kristi McMahon, Finance Manager
2500 S. 27th Avenue
Phoenix, AZ 85009
Kristi.McMahon@maricopa.gov
(602) 372-0602

14.0 TERMINATION

- 14.1 Either Party may terminate this Agreement at any time without cause by giving ninety (90) days' written notice in compliance with the Notice requirements of this Agreement in Section 13. This Agreement may be terminated immediately by either party upon discovery that the life, health, or safety of an animal or person is in jeopardy because of the actions or inaction of the other Party. The failure of a Party to provide requested information on a bite incident, attack incident, and/or stray hold shall constitute jeopardy to life, health, and safety of an animal or person.
- 14.2 Pursuant to the provisions of A.R.S. § 38-511, either Party may cancel this Agreement without penalty or obligation, if any person significantly involved in the initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the terminating Party is at any time while the Agreement or any extension thereof is in effect an employee of the other party to the Agreement in any capacity with respect to the subject matter of this Agreement.
- 14.3 In the event of non-payment by City, the County may terminate this Agreement and its obligations hereunder.
- 14.4 Upon termination of this Agreement, all property involved will revert to the owner thereof. Termination will not relieve any Party from liabilities or costs already incurred under this Agreement, nor affect any ownership pursuant to this Agreement. Any Eligible Animals still in the custody of the County at the termination of this Agreement will become the responsibility of the City at the end of the hold period established by statute.

15.0 INDEPENDENT CONTRACTOR: The County, including its employees, agents, and subcontractors, is an independent contractor. Nothing in this Agreement will be construed to create any partnership, joint venture, or employment relationship between the Parties or to create any employer-employee relationship between a Party and the employees of the other Party. Neither Party will be liable for any debts, accounts, obligations, or other

liabilities whatsoever of the other.

- 16.0 SUBCONTRACTING:** The County shall not subcontract any responsibility or portion of this Agreement to a subcontractor without the prior express, written consent of the City. The City reserves the right to reject a subcontractor if the City determines the subcontractor fails to comply with any term of this Agreement or if the City determines the subcontractor does not pass a background check or fails any other criteria related to the health or safety of animals and employees.
- 17.0 ASSIGNMENT:** This Agreement shall not be assigned, in whole or in part, without the prior written consent of the Parties, and any purported assignment in contravention of this provision shall be null and void.
- 18.0 NONDISCRIMINATION:** The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act.
- 19.0 IMMIGRATION; E-VERIFY:** To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance, on behalf of themselves and all subcontractors, with all federal immigration laws and regulations relating to their employees, and, compliance with the E-Verify requirements under A.R.S. § 23-214(A). A Party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching Party may terminate this Agreement. Each Party retains the legal right to inspect the papers of the other Party to ensure that the other Party is complying with the above-mentioned warranty under this Agreement.
- 20.0 INDEMNIFICATION:** To the fullest extent permitted under Arizona law, each Party and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers (as "Indemnitee"), from and against any and all claims, actions, liabilities, damages, losses, costs, or expenses (including court costs, attorneys' fees, claim processing) (collectively, "Claims") arising out of bodily or personal injury of any person (including death) or tangible or intangible property damage, in whole or in part, by the negligent or willful acts or omissions of Indemnitor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation law. 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 Indemnitor against all Claims. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the

County or the City in any State or Federal Court arising from the negligent or willful acts or omissions of the Parties.

21.0 DISPUTE RESOLUTION: In the event a dispute under this Agreement arises between the Parties, the Parties shall follow this process:

- 21.1 The Parties shall meet and confer in person about the issue. The Parties shall make their best efforts to reach a resolution at this meeting.
- 21.2 If the Parties are unable to resolve the conflict after the in-person meeting, within ten (10) business days after the meeting, the Party raising the issue shall prepare a written conflict report and deliver to the other/receiving Party for a response. The conflict report shall include, at minimum, a section summarizing relevant background, an issue statement, and a proposed solution. The receiving Party shall prepare and deliver a written response within ten (10) business days from the date of receipt of the conflict report.
- 21.3 If the Parties cannot resolve the issue after assessing the conflict report and response, the Parties shall once again meet and confer in person to discuss the conflict report and response and try to resolve the issue. The Parties shall make their best efforts to reach a resolution at this meeting.
- 21.4 If the Parties are still unable to reach a resolution, the Parties may seek resolution through mediation/arbitration. The Parties may provide the conflict report and response to the arbitrator to aid in resolution. The Parties shall select a mutually acceptable third-party as arbitrator. Each party shall bear its own arbitration fees, attorneys' fees, and costs.

22.0 PARTIAL PERFORMANCE: The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other term, either in the past or in the future.

23.0 FORCE MAJEURE: Neither Party shall be responsible for delays or failures in performance resulting exclusively from unanticipated, unpreventable, uncontrollable, exceptional, and overwhelming events or acts. This includes acts or events of nature, such as fires, pandemics, floods, hurricanes, monsoons, tornadoes, or communication line or power failures; and, acts or events of people, such as riots, wars, and governmental regulations imposed after the fact.

24.0 INSURANCE: The Parties agree to secure and maintain sufficient insurance coverage for all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

25.0 APPLICABLE LAW: Each Party shall comply with all applicable federal, state, and local laws, ordinances, Executive Orders, rules, regulations, standards, and codes whether or not specifically referenced herein.

26.0 VENUE; CHOICE OF LAW

26.1 The proper venue for any proceeding arising from this Agreement shall be Maricopa County, Arizona. This Agreement shall be construed in accordance with and be governed by the laws of the State of Arizona.

26.2 This Agreement and all obligations imposed on the Parties arising under this Agreement shall be subject to any limitations of budget law or other applicable local law or regulations. No term in this Agreement shall be construed to relieve the Parties of any obligations or responsibilities imposed on Parties by law.

27.0 HEADINGS: Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

28.0 ENTIRE AGREEMENT: This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, each of the undersigned represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she signs, and that this Agreement is binding on said Party in accordance with its terms. The Parties enter into this Agreement as of the Effective Date, as defined in Section 3.0 of this Agreement.

MARICOPA COUNTY

CITY OF BUCKEYE

By:

By:

Jack Sellers, Chairman
Maricopa County Board of Supervisors

Eric Orsborn, Mayor
City of Buckeye

Date

Date

Attest:

Attest:

Juanita Garza, Clerk of the Board

Lucinda Aja, City Clerk

Date

Date

Approved as to Form:

Undersigned counsel has reviewed the foregoing Agreement pursuant to A.R.S. § 11-952 (D) and on behalf of their perspective clients and has determined it is in proper form and within the powers and authority granted under the laws of this state to the County and City.

Karen Hartman-Tellez,
Maricopa County Deputy Attorney

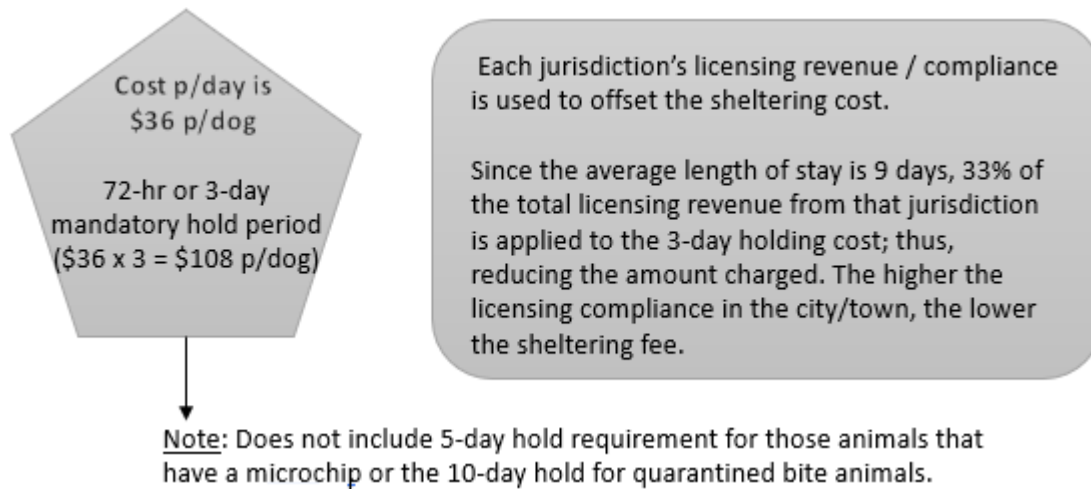
Sheila Schmidt
Buckeye City Attorney

Date

Date

APPENDIX A IMPOUND FEE SCHEDULE

Pursuant to A.R.S. § 11-1005(C), the Board of Supervisors has authority to establish the following fees for impounding and maintenance of animals at County Animal Control Facilities. The City shall pay these fees on a quarterly basis to Animal Control Fund 572.



AVG FY20/FY21 Calculations for Initial Year (FY2023 or 7/1/22 - 6/30/23):

Yearly # of Impounds	At \$108 each	City's Licensing Revenue	33% Licensing Offset	Adjusted Sheltering Cost (cost-offset)
526	\$56,808	\$119,190	\$39,333	\$17,475

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

MEETING DATE: 05/03/22	AGENDA ITEM: 6.F. Document Chief Fiscal Officer Designation for Expenditure Limitation Purposes
DATE PREPARED: 04/28/22	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 to take action on Resolution No. 45-22 designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2022-23 Annual Expenditure Limitation Report to the Arizona Auditor General; and authorizing the Mayor, City Manager, Chief Fiscal Officer, City Clerk and City Attorney to take all steps necessary to carry out the purpose and intent of this Resolution.

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:

Each political subdivision shall provide to the Auditor General by July 31 of each year, the name of the CFO designated by the governing board of the political subdivision to submit the current fiscal year's expenditure limitation report. The political subdivision shall notify the Auditor General of any changes of individuals designated to file the required reports. The designated CFO shall certify to the accuracy of the annual expenditure limitation report. Council to approve the designation and notification to the Auditor General, William Kauppi, as CFO for the City of Buckeye in the Fiscal Year 2022-23.

BENEFITS:

The city shall be in compliance with annual reporting of the designation of CFO to the Auditor General as required by Arizona Revised Statutes 41-1279.07.E.

FUTURE ACTION:

Notice to be filed annually by City of Buckeye Finance Department.

FINANCIAL IMPACT STATEMENT:

No financial impact.

FISCAL YEAR:

FY2022-23

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

ATTACHMENTS:

[ARS 41-1279.07 CFO Designation.pdf](#)

[RES 45-22 CFO Designation for Expenditure Limitation Purposes.pdf](#)

A. The auditor general shall prescribe a uniform expenditure reporting system for all political subdivisions subject to the constitutional expenditure limitations prescribed by article IX, sections 20 and 21, Constitution of Arizona. The system shall include:

1. For counties:

- (a) An annual expenditure limitation report that includes at least the following information:
 - (i) The expenditure limitation established for the reporting fiscal year by the economic estimates commission.
 - (ii) Total expenditures, by fund, for the reporting fiscal year.
 - (iii) Total exclusions from local revenues, as defined by article IX, section 20, Constitution of Arizona, by fund, for the reporting fiscal year.
 - (iv) Total amounts, by fund, of expenditures subject to the expenditure limitation for the reporting fiscal year.
- (b) Annual financial statements prepared in accordance with generally accepted accounting principles.
- (c) A reconciliation of the total expenditures reported within the financial statements to the total expenditures stated within the expenditure limitation report.

2. For community college districts:

- (a) An annual budgeted expenditure limitation report that includes at least the following information:
 - (i) The expenditure limitation established for the reporting fiscal year by the economic estimates commission.
 - (ii) Total budgeted expenditures, by fund, for the reporting fiscal year.
 - (iii) Total exclusions from local revenues, as defined by article IX, section 21, Constitution of Arizona, by fund, for the reporting fiscal year.
 - (iv) Total amounts, by fund, of budgeted expenditures subject to the expenditure limitation for the reporting fiscal year.
- (b) Annual financial statements prepared in accordance with generally accepted accounting principles.
- (c) A reconciliation of the total expenditures reported within the financial statements to the total expenditures reported within the expenditure limitation report.

3. For cities and towns:

- (a) An annual expenditure limitation report that includes at least the following information:
 - (i) The expenditure limitation established for the reporting fiscal year by the economic estimates commission and, if applicable, the voter approved alternative expenditure limitation.
 - (ii) Total expenditures, by fund, for the reporting fiscal year.
 - (iii) Total exclusions from local revenues, as defined by article IX, section 20, Constitution of Arizona, by fund, for the reporting fiscal year or, if applicable, the total exclusions from the voter approved alternative expenditure limitation.
 - (iv) Total amounts, by fund, of expenditures subject to the expenditure limitation for the reporting fiscal year.
- (b) Financial statements prepared in accordance with generally accepted accounting principles.
- (c) A reconciliation of the total expenditures reported within the financial statements to the total expenditures reported within the expenditure limitation report.

B. The auditor general shall provide detailed instructions for completion and submission of the reports described in subsection A of this section. The auditor general shall prescribe definitions for terms used in and the form of the reports described in subsection A of this section. The reports described in subsection A of this section are required of counties and community college districts beginning with fiscal year 1981-1982. The reports described in subsection A of this section are required of cities and towns beginning with the fiscal year the political subdivision is subject to the expenditure limitation. The annual reporting requirements also apply to political subdivisions subject to an alternative expenditure limitation enacted pursuant to article IX, section 20, subsection (9), Constitution of Arizona.

C. The reports described in subsection A of this section must be filed with the auditor general within nine months after the close of each fiscal year.

D. The auditor general or a certified public accountant performing the annual audit required pursuant to sections 41-1279.21 and 9-481 shall attest to the expenditure limitation reports and financial statements for counties, community college districts and cities. The certified public accountant performing the annual or biennial audit required pursuant to section 9-481 shall attest to the expenditure limitation reports and financial statements for towns.

E. The governing body of each political subdivision shall provide to the auditor general by July 31 each year the name of the chief fiscal officer designated by the governing body of the political subdivision to officially submit the current fiscal year's expenditure limitation report on behalf of the governing body. The governing body of the political subdivision shall notify the auditor general of any changes of individuals designated to file the required reports. The designated chief fiscal officer shall certify to the accuracy of the annual expenditure limitation report.

F. The auditor general shall prescribe forms for the uniform reporting system and may provide assistance to individuals, certified public accountants or public accountants responsible for attesting to the expenditure limitation reports and financial statements.

G. Each political subdivision, subject to the expenditure limitations prescribed by article IX, sections 20 and 21, Constitution of Arizona, shall comply with the uniform expenditure reporting system, instructions and forms prescribed by the auditor general. The auditor general may notify the committee and the attorney general if any political subdivision does not comply with the uniform expenditure reporting system, instructions or forms prescribed by the auditor general. The attorney general may file a petition for special action in any court of competent jurisdiction to compel any political subdivision to comply with this section. The attorney general may apply for injunctive relief in any court of competent jurisdiction to enjoin any political subdivision from violating this section. Injunctive and special action proceedings are in addition to all other penalties and other remedies prescribed by law.

H. A chief fiscal officer, designated pursuant to subsection E of this section, who subsequent to July 1, 1983 refuses to file the reports required by this section within the prescribed time periods or who intentionally files erroneous reports is guilty of a class 1 misdemeanor. A city or town exceeding the expenditure limitation prescribed or authorized pursuant to article IX, section 20, Constitution of Arizona, for any fiscal year, without authorization pursuant to such section, shall have the amount specified in subsection I of this section of its allocations of the state income tax, distributed pursuant to section 43-206, withheld and redistributed to other cities and towns in the same manner as determined pursuant to that section, except that the population of the city or town exceeding the expenditure limitation shall not be included in the computation, and the city or town exceeding the expenditure limitation shall not be entitled to share in the redistribution. A community college district exceeding the expenditure limitation prescribed pursuant to article IX, section 21, Constitution of Arizona, for any fiscal year, without authorization pursuant to such section or section 15-1471, shall have the amount specified in subsection I of this section of its allocations of state aid, distributed pursuant to section 15-1466, withheld.

I. The auditor general shall hold a hearing to determine if any political subdivision has exceeded the expenditure limitations prescribed pursuant to article IX, sections 20 and 21, Constitution of Arizona. If a county has exceeded the expenditure limitations prescribed pursuant to article IX, section 20, Constitution of Arizona, without authorization pursuant to that section, the auditor general shall notify the board of supervisors of the county to reduce the allowable levy of primary property taxes of the county pursuant to section 42-17051, subsection C. If any political subdivision other than a county has exceeded the expenditure limitations prescribed pursuant to article IX, sections 20 and 21, Constitution of Arizona, without authorization, the auditor general shall notify the state treasurer to withhold a portion of the political subdivision's allocations of the revenues described in subsection H of this section for the fiscal year subsequent to the auditor general's hearing as follows:

1. If the excess expenditures are less than five percent of the limitation, an amount equal to the excess expenditures. **183**

2. If the excess expenditures are equal to or greater than five percent but less than ten percent of the limitation, or are less than five percent of the limitation but it is at least the second consecutive instance of excess expenditures, an amount equal to triple the excess expenditures.

3. If the excess expenditures are equal to or greater than ten percent of the limitation, an amount equal to five times the excess expenditures or one-third of the allocation of the revenues described in subsection H of this section, whichever is less.

J. A county, city or town is not deemed to have exceeded the expenditure limitation if the county, city or town makes expenditures for capital improvements from utility revenues pursuant to title 9, chapter 5, article 3 or from excise taxes levied by the county, city or town for a specific purpose and the county, city or town repays the expenditure from the proceeds of bonds or other lawful long-term obligations before the hearing required by subsection I of this section.

RESOLUTION NO. 45-22

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2022-23 ANNUAL EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL; AND AUTHORIZING THE MAYOR, CITY MANAGER, CHIEF FISCAL OFFICER, CITY CLERK AND CITY ATTORNEY TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSE AND INTENT OF THIS RESOLUTION.

WHEREAS, A.R.S. § 41-1279.07(E) requires each county, city, town, and community college district to annually designate a Chief Fiscal Officer to officially submit the current year's Annual Expenditure Limitation Report (AELR) on behalf of the public body, and to provide that designation to the Auditor General by July 31;

WHEREAS, the Mayor and Council of the City of Buckeye (the "City") have chosen to designate William Kauppi as the City's Chief Fiscal Officer; and

WHEREAS, the City is required to provide updated information regarding this designation, on forms prepared by the Arizona Auditor General;

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. William Kauppi is hereby designated as the City's Chief Fiscal Officer for the purpose of submitting the City's Fiscal Year 2022-23 Annual Expenditure Limitation Report to the Arizona Auditor General.

Section 3. The Mayor, the City Manager, the Chief Fiscal Officer designated in Section 2 of this Resolution, 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 this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 3rd day of May, 2022.

Eric Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/03/22	AGENDA ITEM: 6.G. Rules of Procedure - Amended and Restated
DATE PREPARED: 04/28/22	DISTRICT NO.: ALL
STAFF LIAISON: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Resolution No. 52-22 amending and restating the City of Buckeye Rules of Procedure.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The change to Section 4:2 is as follows: Adjournment (The open public meetings of the City Council may be adjourned by a motion to adjourn, a second, and an affirmative vote of the majority vote shall be adjourned by the Presiding Officer.)

The Rules of Procedure provide Council and staff with a document that identifies expectations of conduct and duties; provides an overview of Council meeting schedules, procedures, rules of order and decorum, and voting procedures that comply with open meeting law; provides an overview of conflict of interest laws; sets forth guidelines for budget, expenses, and financial disclosure; and addresses procedures for creating and managing Boards and Commissions and for appointment of members to serve on Boards and Commissions. This update amends Section 4.2 Agenda related to the action taken by Council with regard to adjournment of meetings. A motion and a second to adjourn a meeting will no longer be required. When there is no further business to discuss, the Presiding Officer will adjourn the meeting(s).

Pursuant to Buckeye City Code Section 2-2-4, the Mayor is the Presiding Officer of all meetings of the City Council; in the absence of the Mayor, the Vice Mayor serves as the Presiding Officer; in the absence or disability of both the Mayor and the Vice-Mayor, the meeting shall be called to order by the City Clerk, whereupon, the City Clerk shall immediately call for the selection of a temporary Presiding Officer. The Council Members present shall, by majority vote, select a Presiding Officer for that meeting. Upon the arrival of the Mayor or the Vice Mayor, the chair shall be relinquished upon the conclusion of the business immediately before the Council.

FUTURE ACTION:

The Rules of Procedure will be regularly reviewed and changes made as necessary.

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

ATTACHMENTS:

[Comparison Rules of Procedure - revise Section 4.2 Agenda.pdf](#)

[RES 52-22 Rules of Procedure - Amended and Restated.pdf](#)

**CITY OF BUCKEYE
RULES OF PROCEDURE**

**AMENDED AND RESTATED
~~APRIL 5~~May 3, 2022**

SECTION 1 RULES OF PROCEDURE / AUTHORITY

1.1 PROCEDURES

The following are the basis for and are used in conjunction with these Rules of Procedure for meetings of the City Council:

- A. Arizona Open Meetings Law (ARIZ. REV. STAT. § 38-431 *et seq.*, as amended)
- B. City Code

SECTION 2 COUNCIL RELATIONS

2.1 COUNCIL EXPECTATIONS OF THE CITY MANAGER’S OFFICE AND MANAGEMENT STAFF

- A. Staff members agree that members of the Council deserve the highest level of professional support that staff can offer.
- B. Staff should treat members of the Council equally by providing them with the same access to City-related information.
- C. Staff will ensure that the City Manager’s Office is kept informed when Council Members become involved in any City matter.
- D. The City Manager’s Office will implement Council-adopted goals and objectives.
- E. The City Manager’s Office will assign the appropriate management staff to Council-related projects outside of Council-adopted goals; ensuring professional attention is given to the project, and avoids creating duplicate efforts among staff.
- F. The City Manager’s Office will make commitments to support members of the Council, and ensure that staff will return contact from members of the Council within 24 hours.

2.2 EXPECTATIONS OF COUNCIL

- A. Members of the City Council will always distinguish between City-related work and personal interest/political work, and understand that it is inappropriate for staff to become involved in the latter; city staff is prohibited pursuant to A.R.S. § 9-500.14.
- B. Members of the City Council will be aware of conflicts of interest and will seek advice from the City Manager, City Clerk, and/or City Attorney when in doubt.

- C. When a member of the City Council serves on a committee and cannot attend a meeting at which formal action is to be taken, the member of the City Council will notify the Assistant to the Mayor and Council as soon as possible. The Assistant to the Mayor and Council will work with the rest of Council to find a voting substitute and prepare that member of the City Council for the meeting.
- D. Council understands that the entire Council will be briefed through appropriate staff on the outcome of any City-related meeting.

2.3 COUNCIL CONDUCT WITH CITY STAFF

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff, who implement and administer the Council's policies.

- A. Provide staff with clear, honest communication.
- B. City staff is accountable to their supervisors. Questions of City staff and/or requests for additional background information should be directed only to the Assistant to the Mayor and Council, who will work with the City Manager and staff to provide requested information. Information supplied to a member of the Council in response to a request will be made available to all members of the Council so that all have equal access to information.
- C. Council should refrain from publicly criticizing an individual employee or department. Comments made directly to staff could violate the City's personnel rules and limit the City's ability to fairly and efficiently address personnel matters. Concerns related to staff or department performance should be directed to the City Manager.
- D. Members of the City Council should not influence ordinary functions of the City or staff.
- E. Staff support will be provided to all members of the Council by Council staff.
- F. It is illegal to solicit political support from staff. Staff is prohibited from participating in political activity for City elections while on duty. This includes City property of any kind, (land, resources, and staff). Specific questions shall be directed to the City Attorney or through the City Clerk's Office.

2.4 UNOFFICIAL SETTINGS

Behavior of public officials is constantly observed and scrutinized by the public, media, and other community leaders. Always remember that members of Council represent a single vote. Promises on behalf of Council or the City are inappropriate.

- A. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. Please direct questions and concerns to the City Manager or through the Assistant to the Mayor and Council.

- B. Refrain from making personal comments about other members of the Council. It is acceptable to publicly disagree about an issue; however, it is unacceptable to make derogatory comments about other members of the Council, their opinions, and actions.
- C. It is important to distinguish between personal interests and when interests of the City are represented in an official capacity.

2.5 COUNCIL CONDUCT WITH OTHER PUBLIC AGENCIES

- A. When appearing or speaking before another governmental agency or organization to give a statement on an issue, make clear if the statement reflects personal opinion or is the official stance of the City. When making statements be aware of Open Meeting Law violations.
- B. If the Councilperson is representing another organization whose position is different from the City, the Councilperson should withdraw from voting on the issue if it significantly impacts or is detrimental to the City's interest. Members of the Council should be clear about which organizations they represent and inform the City Council of their involvement.
- C. Correspondence should be equally clear about representation. City letterhead may be used when the official is representing the City and the City's official position. A copy of all official correspondence shall be given to the City Clerk to be filed as part of the permanent public record. Again, be aware of Open Meeting Law.

2.6 COUNCIL CONDUCT WITH THE MEDIA

Members of the City Council are frequently contacted by the media for background and quotes. The Mayor is the designated representative of the Council to present and speak on the official City position. Never go "off the record" when making statements. Choose words carefully and cautiously. Comments may be taken out of context resulting in unintended issues.

SECTION 3 CODE OF ETHICS

3.1 COUNCIL MEMBERS BEHAVIOR AND CONDUCT

- A. It is the responsibility of the Mayor to initiate action if a Council Member's behavior may warrant sanction. If no action is taken by the Mayor, the alleged violation(s) can be placed on a Council Agenda for a public meeting at the request of three Members of Council.
- B. Members of the Council should point out to the offending member of Council infractions or other intentional and repeated inappropriate conduct. If the offenses continue, then the matter should be referred to the Mayor privately. If the Mayor is the individual whose actions are being challenged, then the matter should be referred to the Vice Mayor.

- C. Members of the Council who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments (both within the City of Buckeye and with intergovernmental agencies) or have official travel restricted.
- D. If a violation or other inconsistent conduct is outside of the observed behaviors by the Mayor or Council Members, the alleged violation should be referred to the Mayor. The Mayor should ask the City Manager and/or the City Attorney to investigate the allegation and report the findings to the Mayor. It is the Mayor's responsibility to take the next appropriate action. These actions can include, but are not limited to: discussing and counseling the individual on the violations; recommending sanction to the full Council to consider in a public meeting; or forming a Council ad hoc subcommittee to review the allegation; the investigation and its findings, as well as to recommend sanction options for Council consideration. Videotaping of the complaint hearing should be used for a Council ad hoc subcommittee.

3.2 IMPROPER USE OF OFFICE FOR PERSONAL GAIN

Public officers and employees are prohibited from using or attempting to use their official positions to secure valuable things or benefits for themselves.

SECTION 4 MEETINGS

Provisions set forth in Open Meeting Law apply to all meetings (ARIZ. REV. STAT. § 38-431 *et seq.*, as amended).

4.1 REGULAR MEETINGS

- A. The City Council of the City of Buckeye shall hold Regular Meetings at 6:00 p.m. on the first and third Tuesday of each month, in the Council Chambers located at 530 E. Monroe Avenue, or another place, date, or time as determined by the City Council. Cancelled Meetings will be approved by Council action; at least one regular meeting a month must be held and notice of a cancelled or rescheduled meeting shall be legally posted. All regular meetings of the Council shall be held in the Council Chambers of the city, unless otherwise noticed by the city.
- B. When the day for a Regular Meeting of the City Council falls on a legal holiday, no meeting shall be held on such holiday, but said meeting may be held at the same time and the same location on the next succeeding business day thereafter that is not a holiday or at such other time as designated by the City Council. The City will take appropriate action to publicly announce such a change.
- C. The members of the Buckeye City Council may attend either in person or by telephone conference call. Arrangements will be made, as necessary, to appear by telephone through the Assistant to the Mayor and Council and the City Clerk.

- D. The City Clerk shall prepare the Agendas for all meetings of the City Council or as directed by the Mayor through the City Manager. Meeting Agenda formats are amended at the discretion of the City Clerk.

4.2 AGENDA

The typical format of the Regular Agenda shall be as follows:

1. **Call to Order/Invocation/Pledge of Allegiance/Roll Call** (All meetings of the City Council shall be called to order by the Presiding Officer.)
- 2A. **Comments from the Public** (Time limited to three minutes per speaker at the discretion of the presiding officer.)
- 2B. **Awards/Presentations/Proclamations**
3. **Minutes (Approval)**
4. **Expenditures (Ratify)**

*5. CONSENT AGENDA ITEMS

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 member of the Council requests, in which event the item will be removed from the consent agenda and considered in its normal sequence.

6. **Continued/Tabled Items**
7. **Public Hearings/Non-Consent – New Business**
8. **City Manager’s Report and Government Relations**
9. **Comments from Mayor and Council Members and Reports** (The Mayor and Council Members may present or discuss information on current events or items listed on the posted.)
10. **Adjournment** (The open public meetings of the City Council ~~may~~shall be adjourned by ~~a motion to adjourn, a second, and an affirmative vote of the majority vote~~the Presiding Officer.)

4.3 COUNCIL PACKETS

City Council packets, in electronic format, should be delivered five (5) days in advance of each meeting; updates are provided as necessary.

4.4 PUBLIC COMMENT

- A. Members of the public attending the City Council Meetings shall observe the same rules of order and decorum applicable to the City Council. Unauthorized remarks or demonstrations from the audience, such as applause, stamping of feet, whistles, boos, yells, and/or other demonstrations shall not be permitted. The Presiding Officer may, after issuing a verbal warning to persons causing such disturbances, direct a police officer to remove such offender/s from the meeting.
- B. Any member of the public desiring to address the City Council shall proceed to the podium after having been recognized by the Presiding Officer. At the podium, he/she shall clearly state his/her name and address for the Record.
- C. After the motion has been made, or after a Public Hearing has been closed, public comment shall not be allowed without a request from a Council Member or the Presiding Officer.
- D. The making of oral communications to the City Council by any member of the public during the “Unscheduled Public Appearance” or under an action item, shall be subject to the following limitations:

By policy, the City Council will refrain from commenting on the remarks given during “Unscheduled Public Appearances” but may direct staff to prepare a discussion or action agenda item at a future City Council meeting.

4.5 SPECIAL MEETINGS

At the request of Mayor and/or three Council Members, a Special Meeting of the City Council may be called and legally posted.

4.6 WORK SESSIONS

Work Sessions are held for the purpose of presentations and discussions on such issues that require more in-depth consideration of the City Council than may be possible at a Regular Meeting. No formal action of the City Council may be taken at such meetings, other than general discussion or conveying direction to Staff for further action.

4.7 EMERGENCY MEETINGS

As provided for in State law, the City Council may call a Special Emergency Meeting to discuss or take action on an unforeseen issue where time is of the essence and there is not sufficient time for posting of a meeting notice 24 hours or more before the meeting. Notice of an Emergency Meeting of the City Council will be posted within 24 hours following the holding of an Emergency Meeting. The Notice will include the Agenda and a brief but complete description of

the nature of the emergency. Notices of Emergency Meetings shall be provided as required by law.

4.8. EXECUTIVE SESSION

The City Council may hold an Executive Session pursuant to ARIZ. REV. STAT. § 38-431 *et seq.*, as amended.

4.9 PREPARATION AND POSTING PUBLIC NOTICES/AGENDAS

- A. The City Clerk shall post official notices in accordance with Open Meeting Law.
- B. Official Notices shall, at a minimum, be posted in the following locations:
 - 1. City Hall, 530 East Monroe Avenue, Buckeye, AZ 85326
 - 2. City Website

4.10 MINUTES OF COUNCIL MEETINGS

- A. The City Clerk's office shall attend all Regular, Special, Work Session, Executive Session, and Emergency Meetings of the City Council for the purpose of creating official minutes.
- B. Written action Minutes instead of verbatim Minutes shall be taken so that a brief accounting of the issues discussed and actions taken are compiled and entered into the permanent records of the City and kept on file in the Office of the City Clerk. The Minutes shall reflect attendance of all members of Council for the entire meeting (if a member of the Council arrives late or leaves early, then the Minutes should reflect when the member of the Council arrived/left). Open Meetings may be recorded by means of audio or video technology.
- C. All Minutes of the City Council are deemed to be Public Records. Executive Session Minutes are deemed confidential and are only available under limited conditions or by court order.

4.11 ELECTRONIC COMMUNICATIONS DURING MEETINGS

Electronic Communication by Council to public, staff, and/or members of Council during meetings is strictly prohibited and may be a direct violation of Open Meeting Law.

SECTION 5 RULES/DECORUM/ORDER

5.1 PARLIAMENTARIAN

City Council Meetings: The City Attorney shall serve as Parliamentarian for all City Council Meetings. The City Manager shall act as Parliamentarian in the absence of the City Attorney; and the City Clerk shall act as Parliamentarian in the absence of both the City Attorney and City Manager.

5.2 PRESIDING OFFICER

Pursuant to Buckeye City Code Section 2-2-4, the Mayor is the Presiding Officer of all meetings of the City Council; in the absence of the Mayor, the Vice Mayor serves as the Presiding Officer; in the absence or disability of both the Mayor and the Vice-Mayor, the meeting shall be called to order by the City Clerk, whereupon, the City Clerk shall immediately call for the selection of a temporary Presiding Officer. The Council Members present shall, by majority vote, select a Presiding Officer for that meeting. Upon the arrival of the Mayor or the Vice Mayor, the chair shall be relinquished upon the conclusion of the business immediately before the Council.

The Presiding Officer may move, second, debate and vote from the Chair, and limitations of debate are as imposed on all members of the City Council, and he/she shall not be deprived of any of the rights and privileges of membership in the City Council by reason of his/her acting as Presiding Officer. However, the Presiding Officer is primarily responsible for the conduct of the meeting. The Presiding Officer may call a recess/break if necessary during the course of a Public Meeting.

During a City Council Meeting, no person except City Officials shall be permitted within the area in front of the City Council without the invitation or consent of the Presiding Officer.

A. QUESTION TO BE STATED

The Presiding Officer shall verbally restate each question immediately prior to calling for discussion and/or the vote. Following the vote, the Presiding Officer shall verbally announce whether the question carried or was defeated. The Presiding Officer may also publicly state the effect of the vote for the benefit of the audience before proceeding to the next item of business.

B. MAINTENANCE OF ORDER

The Presiding Officer is responsible for the maintenance of order and decorum at all times. No person is allowed to speak unless they have first been recognized by the Presiding Officer. All questions and remarks shall be addressed to the Presiding Officer. When two or more Council Members wish to speak, the Presiding Officer shall determine the order of speaking and recognize the first speaker. While a Council Member is speaking, no other Council Member shall interrupt except to make a point of order or point of personal privilege.

5.3 POINTS OF ORDER

The Presiding Officer shall, after consultation with the Parliamentarian, determine all Points of Order, subject to the right of any Council Member to appeal to the entire City Council. If any appeal is taken, the question (motion) shall be: "Shall the decision of the Presiding Officer be sustained?" In which event, following a second, a majority vote shall govern, and conclusively determine such question of order.

- A. When a motion is made and seconded, the Presiding Officer shall ensure that the debate is confined to the motion. The maker has the right to modify his motion as he pleases, or to withdraw it entirely. If the motion is modified, the member who has seconded it has the right to withdraw his second.
- B. The City Council may agree to limit debate on any matter before it. A limit may be formalized by a majority vote of the City Council, or the Presiding Officer. With the consensus of a majority of the City Council, the Presiding Officer may announce time limits on any Agenda item.
- C. Any Council Member may call for a previous question on any issues under debate. The call for previous question must receive a second and then receive at least a majority vote. Passage of a motion to address the previous question terminates all debate on the original motion. The City Council shall immediately vote on such motion.
- D. The City Council will not tolerate harassment, personal attacks, or discrimination against each other or by members of appointed Boards, Commissions or Committees and staff. No one should be subject to unwelcome verbal or physical conduct that shows hostility based upon gender, race, ethnicity, sexual orientation, religion, age, disability, or national origin. Any City Council appointee who violates this provision will be subject to removal.
- E. If a Council Member acts in violation of these rules, the Presiding Officer shall, or any Council Member may, call that Council Member to order. The Council Member so called shall immediately cease speaking, but may appeal to the City Council. The City Council shall decide the appeal without debate. If the appeal is granted, such Council Member may continue speaking. If the appeal is denied, such Council Member shall remain silent. Any Council Member acting in violation of these rules is subject to censure or other punishment as the City Council, by a three quarters vote of the other Council Members present, deems just and proper under the law.

SECTION 6 VOTING PROCEDURE

6.1 CASTING A VOTE

- A. In acting upon every motion, the vote shall be taken by casting an aye/nay vote by voice, roll call, or any other method as determined by the Presiding Officer from which the vote of each member of the Council can be clearly identified.
- B. If the roll call method of voting is used, the City Clerk shall call the names of all members with the Presiding Officer called last. Each member of Council shall respond “Aye” or “Nay”. It shall be out of order for members to explain their vote during the roll call. Comments should be made during the discussion. There shall be no additional debate or speaking on the subject after the vote is taken.

6.2 FAILURE TO VOTE

All members of the City Council in attendance at a duly called meeting that requires formal City Council action are expected to vote, unless the issue involves the conduct of that member of the Council or a matter upon which that member of Council has declared a Conflict Of Interest. In the event there is an abstention from voting, such vote will not be counted either as an aye or nay vote; it has the effect of not voting at all.

6.3 RECONSIDERATION

Any member of the Council who voted with the majority may move for reconsideration of any action at the same or the next available City Council Meeting. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without the unanimous consent of the City Council.

6.4 TIE VOTES

On a tie vote, a motion requiring a majority vote for adoption is a lost motion, except in the case of an appeal from official action; when all members of the Council are present, a tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal, unless City Council takes other action to further consider the matter.

SECTION 7 CONFLICT OF INTEREST

7.1 INTRODUCTION

Occasionally, a member of the Council may find himself/herself in a situation which requires that the member of Council remove himself/herself from participation in discussion and voting on a matter before the Council. This situation exists when the member of the Council has a “conflict of interest” as defined by State law pertaining to conflicts of interest (the “Arizona Conflict of Interest Laws”). This law establishes minimum standards for the conduct of public officers and employees who, in their official capacity with the City, are, or may become involved with, a decision which might unduly affect their personal interests or those of their relatives.

7.2 PURPOSE OF CONFLICT OF INTEREST LAWS

The purpose of Arizona’s Conflict of Interest Law is to prevent self-dealing by public officials and to remove or limit any improper influence, direct or indirect, which might bear on an official’s decision, as well as to discourage deliberate dishonesty.

7.3 APPLICABILITY OF THE ARIZONA CONFLICT OF INTEREST LAW

The Arizona Conflict of Interest Law, as now set forth or as amended in the future, applies to all actions taken by members of the Council.

7.4 DISCLOSURE OF INTEREST

Any member of the Council who may have a conflict of interest should seek the opinion of the City Attorney as to whether a conflict exists under the Arizona Conflict of Interest Law. Any member of the Council who has a conflict of interest in any decision must disclose that interest. The member of the Council may either file a signed written disclosure statement fully disclosing the interest, or declare the existence of the conflict and the reasons therefore at a City Council Meeting and then ensure that a copy of the Minutes is filed in the City Clerk's Office in the file containing Conflict of Interest disclosures. The disclosure of the conflict shall include a statement that the member of the Council withdraws from further participation regarding the matter. The City Clerk shall maintain for public inspection all documents necessary to memorialize all disclosures of a conflict of interest by any member of the Council. Violations of the conflict of interest provisions set forth herein shall be punished as provided for in state law.

7.5 WITHDRAWAL FROM PARTICIPATION

Having disclosed the conflict of interest and withdrawn in the matter, the member of the Council must not communicate about the matter with anyone involved in the decision making process in any manner. Further, the member of the Council should not otherwise attempt to influence the decision and may remove himself/herself from the City Council dais while the matter is considered.

7.6 RULE OF IMPOSSIBILITY

In the unlikely situation the majority of members of the City Council have a conflict of interest and the City Council is unable to act in its official capacity; members may participate in the City Council's decision after making known their conflicts of interest in the official records.

SECTION 8 COUNCIL BUDGET, EXPENSES, AND FINANCIAL DISCLOSURE

- A. The City Council shall adopt, as part of the annual budget, specific travel and expense budget amounts.
- B. Travel and expense requests shall be submitted to the Assistant to the Mayor and Council, who will then properly process the request pursuant to internal policies and procedures.
- C. Financial Disclosure Statements shall be filed with the City Clerk on a form prescribed by the Secretary of State and consistent with standards of financial disclosure under state law.

SECTION 9 BOARDS, COMMISSIONS AND COMMITTEES

The City Council may create such Boards, Commissions, and Committees, regularly scheduled or unscheduled, as it deems necessary to assist in the conduct of the operation of City government. Members of City Boards, Commissions, and Committees shall be appointed by the Council, shall perform such duties as the Council may require, and shall serve at the pleasure of Council.

Any Board, Commission or Committee created shall cease to exist (i) upon the accomplishment of the special purpose for which it was created (ii) when abolished by a majority vote of the City Council or (iii) as dictated by the City Code.

Except as otherwise provided by ordinance or statute, the recommendations prepared by a Board, Commission, or Committee shall be advisory only and shall not be binding upon the final actions of the Council.

9.1 SELECTION OF BOARD, COMMISSION OR COMMITTEE MEMBERS

- A. A call for applications to fill vacant seats to Boards, Commissions and Committees shall be advertised as the Clerk deems appropriate via government access channel, newspaper advertising, website and other means as available to the City.
- B. Individuals applying for Boards, Commissions or Committees must fill out and submit the City application form to the City Clerk. The City Clerk will forward the applications to the Assistant to Mayor and Council, who will then forward the application to the appropriate Council liaison and staff liaison.
- C. The Council liaison and staff liaison to that Board, Commission or Committee will review the application(s) and interview the applicant(s) as deemed necessary.
- D. After review and consideration, the Council liaison and staff liaison to that Board, Commission or Committee shall announce and submit their recommendation to the Assistant to the Mayor and Council, who will then forward the recommendation to Mayor and Council.
- E. The City Clerk, in coordination with the staff liaison, shall prepare an Agenda item for the next appropriate City Council Meeting after the recommendation(s) to fill open Board, Commission or Committee seat(s) has been announced.
- F. The staff liaison shall notify recommended applicants for the open seat(s) of the recommendation that he/she is a candidate for appointment. The staff liaison shall request that recommended candidates be present when the recommendation is presented to the City Council as a scheduled Agenda item.

- G. The staff liaison will notify the appointees in writing as to their appointment and the next meeting date of the new member's Board, Commission or Committee scheduled meeting. Included in this notification is any official literature, agendas, minutes or other materials specific to the Board, Commission or Committee appointment. All newly appointed members are responsible for reading and becoming familiar with all material provided by the staff liaison, to include these Rules of Procedure. The City Clerk will swear in all newly appointed members prior to acting in the capacity as a body member.

9.2 QUALIFICATIONS FOR APPOINTMENTS; EMPLOYEES OR APPOINTED OFFICERS AS MEMBERS

- A. All members of Boards, Commissions and Committees shall meet the following minimum qualifications upon their appointment to any board, commission or committee. Each member must be:
1. Eighteen years of age or older, except for seats designated by City Council for youth representation.
 2. A Buckeye resident for at least one year.
 3. A registered voter, except for seats designated by City Council for youth representation.
- B. City employees or appointed officers shall not be eligible for appointment to any Boards, Commissions, or Committees but may be requested to provide staff support thereto.

9.3 TERMS, VACANCIES, REMOVAL, REAPPOINTMENTS

- A. All members of *unscheduled* Boards, Commissions and Committees shall serve a term of up to three (3) years, or until the Board, Commission or Committee is dissolved, unless terms are specifically designated by City Council action or by State law.
- B. All members of *regularly* scheduled Boards, Commissions and Committees shall serve four (4) year terms, with the terms of the members so staggered that the terms of less than a majority number of members shall expire in any one year; provided, however, that no staggering of terms shall be required for any Board, Commission or Committee that will be in existence for a single term. Terms shall expire, when possible, in the month of December.
- C. No individual may serve as a voting member on more than two (2) regularly scheduled or unscheduled Boards, Commissions and Committees at one time.
- D. A vacancy on a Board, Commission or Committee shall be deemed to have occurred upon the following:
1. Death or resignation of a member of a Board, Commission or Committee.

2. A member ceasing to be a Buckeye resident.
 3. A pattern of documented unexcused absences by a member from Board, Commission or Committee meetings.
 4. A member serves two consecutive four-year terms.
- E. Any Board, Commission or Committee member may be removed as a member to that Board, Commission or Committee upon a vote of not less than a majority of a quorum of the Council Members for any reasonable cause as determined by the City Council.
 - F. Whenever a vacancy has occurred on a Board, Commission or Committee and no alternate has been appointed as set forth in Section 9.4 below, procedures described in Section 9.1 above will be used to generate applicants, review applications, and make a recommendation.
 - G. Members of Boards, Commissions and Committees shall serve no more than two consecutive four-year terms. However, a member appointed to fill a vacancy may serve two consecutive terms after conclusion of the unexpired term to which he/she was appointed.
 - H. At the conclusion of a member's term, a recommendation shall be made to Mayor and Council by the Council liaison and staff liaison as to whether or not the member shall be reappointed to serve an additional term. The City Clerk, in coordination with the staff liaison, shall prepare an Agenda item for the first meeting in December to approve recommended reappointments.
 - I. In the event that any regular or alternate member's term expires due to the lack of appointment or reappointment, that member shall maintain all rights and responsibilities of membership until such time that a nomination is approved.

9.4 ALTERNATES

The City Council may appoint alternates to serve on Boards, Commissions and Committees in the event of vacancy. Such alternates may attend meetings of the Board, Commission or Committee but shall not participate until such time as a vacancy has occurred and the alternate has filled such vacancy. In the event of a vacancy, a recommendation shall be made by the Council liaison and staff liaison of the alternate who should fill the unexpired vacant seat and procedures described in 9.1(C-F) above shall be adhered to.

9.5 BY-LAWS

Each Board, Commission, or Committee may create and adopt by-laws; however, rules and regulations set forth in such by-laws shall not supersede or conflict with the rules, regulations, and policies set forth herein.

9.6 APPLICABILITY OF THE ARIZONA OPEN MEETING LAW

All Boards, Commissions and Committees are subject to the Arizona Open Meeting Law.

9.7 APPLICABILITY OF THE CITY OF BUCKEYE RULES OF PROCEDURE

All Boards, Commissions, and Committees are subject to the following Sections of the City of Buckeye Rules of Procedure set forth above:

1. Section 3 CODE OF ETHICS
2. Section 2.6 COUNCIL CONDUCT WITH THE MEDIA
3. Section 4 MEETINGS
4. Section 5 RULES/DECORUM/ORDER
5. Section 6 VOTING PROCEDURE
6. Section 7 CONFLICT OF INTEREST
7. Section 9 BOARDS, COMMISSIONS, AND COMMITTEES

SECTION 10 DEFINITIONS

AGENDA

An Agenda is the formal description of items to be considered by the City Council at a noticed meeting of the City Council. The final Agenda must be posted at least 24 hours prior to the City Council's meeting.

COUNCIL PACKET

The City Council packet is comprised of documents supporting the items listed on the Agenda and requiring Council Action, which may be used by City Council, staff, and the public for more in-depth information than may be presented in an oral report. The Packet is provided to the City Council and made available to the public on the City Website.

MEETINGS

A meeting is the gathering, in person or by technological devices, of a quorum of members, at which they discuss, propose or take legal action, including any deliberations by a quorum with respect to such action. If a quorum is not present, those in attendance will be named for the record and in the absence of the Presiding Officer, the City Clerk or Departmental Liaison will adjourn the meeting.

ORDINANCE

An Ordinance is a City Council action setting forth a City law of public conduct that is considered long-term and may result in a penalty for violations thereof. Long-term laws include, but are not limited to zoning issues, annexations and abandonments. The Ordinance, in addition to being referenced by number in the Minutes, will be recorded in the Office of the City Clerk and maintained electronically in numerical sequence as a permanent record of the City in a separate set of books. Effective dates of Ordinances shall be as provided by law.

PUBLIC BODY

Means the City Council, all Council-appointed Boards, Commissions and Committees of the City, and any specially created Board, Commission, Committee or Sub-Committee of the City whose members are appointed by the Council.

PUBLIC NOTICE

A formal announcement to the public that sets forth the name of the City Council, date, time and place for which a meeting of the City Council will be held. Giving formal notice of meetings is done as provided by Statute, or other Rules or Regulations of the City Council.

QUORUM

A quorum is the minimum number of members of the City Council that must be present in order for business to be legally transacted. With a seven-member body, a quorum (by State Statute) is four members.

RESOLUTION

A Resolution is a less formal type of action than an ordinance normally utilized to set forth policy of the City. The Resolution, in addition to being referenced by number and brief title in the Minutes, will be recorded in the Office of the City Clerk as provided by law and maintained electronically in numerical sequence as a permanent record of the City in a separate set of books. Resolutions are used for various reasons, such as when specifically required by law, when needed as a separate evidentiary document to be transmitted to another governmental agency, or where the frequency of future references back to its contents warrants a separate document to facilitate such future reference and research. Effective dates of Resolutions shall be as provided by law.

Document comparison by Workshare 10.0 on Tuesday, April 19, 2022 4:43:16 PM

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Description	#2848166v6<Phoenix> - Rules of Procedure - City Council 12-20-16
Rendering set	Standard with classic table comparison

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RESOLUTION NO. 52-22

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AMENDING AND RESTATING THE CITY OF BUCKEYE RULES OF PROCEDURE.

WHEREAS, the City of Buckeye maintains official Rules of Procedure, which govern the proceedings of the official meetings of all City Boards, Commissions, and Committees, including the City Council, and provide specific guidance on such topics as Ethics, Council Conduct with the Media, Meetings, Rules, Decorum, Order, Voting Procedure, and Conflicts of Interest; and

WHEREAS, the Rules of Procedure were last updated on April 5, 2022, pursuant to Resolution No. 39-22; and

WHEREAS, Buckeye City Code Section 4.2 allows for adjournment of an open public meeting of the Buckeye City Council to be adjourned by a motion, a second, and an affirmative vote of the majority; and

WHEREAS, Mayor and Council of the City of Buckeye desire modify Section 4.2 of the Rules of Procedure to require that the Presiding Officer adjourn the open public meeting at such time as there is no further business to discuss.

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

Section 1. That certain document entitled the “City of Buckeye Rules of Procedure, Amended and Restated May 3, 2022,” which is on file in the Office of the City Clerk and open for public inspection during normal business hours, is hereby approved in the form on file with the City Clerk.

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 carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 3rd day of May, 2022.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/03/22	AGENDA ITEM: 6.H. MOU with Arizona State Parks Board for Site Steward Program
DATE PREPARED: 04/28/22	DISTRICT NO.: 6
STAFF LIAISON: Robert Wisener, Administration & Project Manager, rwisener@buckeyeaz.gov, 623-349-6621	
DEPARTMENT: Community Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Resolution No. 33-22 approving a Memorandum of Understanding with the Arizona State Parks Board regarding the Site Stewards Program; and authorizing the Mayor to execute and deliver said Memorandum of Understanding on behalf of the City.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

In 2012, Buckeye City Council adopted an IGA with Arizona State Parks and Trails for the Site Steward Program, which allows trained volunteers through the State Historic Preservation Office to monitor cultural resource sites in Skyline Regional Park. This arrangement was renewed in 2017 for an additional 5-year term, which ends in 2022. This MOU will extend the partnership for another ten years, allowing the volunteers to continue monitoring cultural sites. Since 2012, volunteers have been regularly visiting cultural sites and reporting signs of human activity, which could include trash dumping, vandalism, graffiti, or new trails being cut near known sites. City staff can use this information to determine mitigation efforts if there is a threat to resources. After the ten year period, both parties can extend the MOU upon mutual consent.

BENEFITS:

Site stewards contribute many hours travelling to, recording and taking pictures of sites and entering information into State Park's restricted online database. Arizona State Parks and Trails and other agencies, including the Cities of Phoenix, Tempe, Maricopa County, Pima County, the State Land Department and federal entities have found that regular volunteer visitation of archaeological resources diminishes the destruction of sites, preserving them for future generations. In late 2021, a site steward found one of the petroglyphs (rock art) in Skyline Regional Park was vandalized with graffiti and alerted the City to the issue. Working with the Site Stewards and other partners, the graffiti was removed from the rock. The Site Stewards will increase their visitation for additional surveillance and can recommend ways to mitigate and deter future damage. This is just one example of the benefit the MOU has to the City.

FUTURE ACTION:

Staff will work closely with Arizona State Parks and Trails and the Site Stewards to continue monitoring cultural sites in Skyline Regional Park.

FINANCIAL IMPACT STATEMENT:

There is no cost to participate in the Site Steward program.

CURRENT FISCAL YEAR TOTAL COST:

NA

FISCAL YEAR:

NA

FUND/DEPARTMENT:

NA

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

ATTACHMENTS:

[MOU ASPB and Buckeye Site Stewardship Program Final.docx](#)

[RES 33-22 ASPB - Approving Site Stewards Program MOU.pdf](#)

MEMORANDUM OF UNDERSTANDING
Between
Arizona State Parks Board and the City of Buckeye
for the Monitoring of Cultural and Paleontological Sites
through the Arizona Site Steward Program

I. INTRODUCTION

This Memorandum of Understanding (MOU) establishes a framework to promote cooperation and understanding between the City of Buckeye and the Arizona State Parks Board (ASPB) concerning the Arizona Site Stewardship Program (ASSP), which will serve the mutual interests of the Parties and public.

II. DEFINITIONS

Arizona Site Steward or Site Steward (SS)

A volunteer who is trained, certified and appointed by SHPO to enter into a volunteer agreement with ASPB, and volunteer agreements with Arizona public land managers, to monitor archaeological and paleontological sites, submit confidential reporting, and conduct community outreach.

Arizona State Parks Board (ASPB)

Charged by the legislature to administer the ASPB & SHPO programs.

Region

Identifies a boundary usually within a 50-mile radius from the community where the SS have been trained, certified, and a Regional Coordinator has been identified.

Regional Coordinator (RC)

The RC works with local land managers to determine site monitoring priorities and frequency, establish a site inventory and a program of two other preservation activities, etc.

Site Steward Coordinator (SSC)

Designated by the Land Manager or Local Land Manager, as appropriate, to coordinate Site Steward activities on the lands under their jurisdiction.

State Historic Preservation Office (SHPO)

The SHPO is under the direction of the State Historic Preservation Officer who is an employee of ASPB and designated by the Governor. SHPO provides guidance to the ASSP.

State Program Coordinator (SPC)

Hired by ASPB to coordinate the statewide operations of the ASSP.

III. PURPOSE

The archaeological resources of the State of Arizona are deemed a valuable and non-renewable resource of the people of Arizona and the people of the United States of America. Many archaeological sites throughout Arizona are currently being subjected to vandalism and other forms of permanent destruction. This illegal activity continues, in part, due to a lack of understanding by the public of the true value of the resources and a lack of regular surveillance of these locations. State and federal laws encourage cooperation among state and federal agencies, local governmental entities, and private citizens. The undersigned Parties have determined that a program of regular, volunteer visitation of locations of archaeological resources throughout the City of Buckeye diminishes the rate of their destruction and leads to an improved attitude among local citizens toward archaeological resources in their region.

- The Parties recognize and encourage a continued commitment to the enhancement and protection of the cultural and natural resources of the State of Arizona as well as the goals of public recreation.
- This MOU establishes an enduring basis for cooperation and assistance between the Parties to achieve common goals and objectives that are sensitive to our cultural and natural resources.

IV. PARTIES TO THIS MOU

A. This MOU is made and entered into between the following Parties:

1. ASPB; and
2. City of Buckeye

These entities may be identified singularly as “Party” or together as the “Parties”.

- B. The Parties hereby agree to cooperate in maintaining a volunteer program called the AZ Site Steward Program (ASSP) that will be under the direction of ASPB as the agency in charge of coordination and training. Assumption of this leadership role shall not impose any additional liabilities on ASPB arising from these duties.
- C. To the extent that funding is available, ASPB intends to hire a full-time State Program Coordinator, to be assisted by appointed volunteer Regional Coordinators.
- D. SHPO will issue a training certificate to Site Stewards who have successfully completed the required training.
- E. Local volunteers will act as Site Stewards to assist the Regional Coordinators by visiting specific archaeological sites identified by the City of Buckeye. The Site Stewards will report their observations to designated authorities, but will not act in any law enforcement capacity.
- F. ASPB uses a secured database to store the names of all sites monitored by the ASSP and related documents. Land Managers will have access to all data specific to their jurisdiction at all times. The ASSP database is used to manage several program activities including:
- 1) Steward applications: All potential stewards apply through an application process.
 - 2) Program members report all volunteer hours and vandalism reports in the database.
 - 3) Store Site Kit information. Each land manager will have the option to upload sitemaps, photos and other documents that a current paper-based site kit contains.

V. AUTHORITIES

A. ASPB’s authorities:

1. A.R.S. § 41-511.05(2) authorizes ASPB to make agreements within the general scope of its activities and operations to enable it to adequately perform its duties.
2. A.R.S. § 41-511.04 (A)(7) and (A)(8) authorize ASPB to administer a state historic preservation program, including the program established pursuant to the National Historic Preservation Act of 1966, 16 U.S.C.A. section 470 et seq.
3. A.R.S. § 41-511.02(B) and A.R.S. § 41-511.04(D)(4) authorize the State Historic Preservation Officer to administer the state historic preservation program and advise, assist, and monitor state and federal agencies and political subdivisions of this state in carrying out their historic preservation duties.

B. City of Buckeye authorities:

1. A.R.S. § 11-951 et seq. authorizes public agencies to enter into Agreements for the joint exercise of common powers.
2. Arizona Antiquities Act, A.R.S. § 41-841 et seq., A.R.S. § 13-3702, and A.R.S. § 13-3702.01 prohibit excavation or defacement of prehistoric and historic sites and collection of archaeological specimens from the sites without a permit issued by the director of the Arizona State Museum, and duty to report discoveries on lands owned and controlled by state, county, or municipality.
3. A.R.S. § 9-494 authorizes a city to establish and maintain public parks and to acquire, hold and improve real property for that purpose.

VI. RESPONSIBILITIES

A. ASPB is responsible for:

1. Formulating a set of procedures for training and administration of the volunteers.
2. Creating and overseeing the conduct of a training program.
3. Overseeing public information on a statewide level.
4. Managing an on-line database for the purposes of tracking hours, reporting vandalism reports, submitting and storing volunteer MOUs and site information.

B. City of Buckeye is responsible for:

1. Identifying and assigning a Site Steward Coordinator (“SSC”) to work with the State Coordinator and the ASSP Regional Coordinator in the Salt River Region to provide guidance in supervising volunteer Site Steward activities on lands under its jurisdiction (refer to *Arizona Site Steward Land Manager Program Manual*, Roles and Responsibilities). The SSC, who works directly with the Regional Coordinators, is responsible for nominating sites to be monitored within the City of Buckeye , developing and providing site kits to the Regional Coordinators, developing local operating procedures on site scheduling, and providing support to the local region.
2. Identifying priority sites within the City of Buckeye that have been listed on the National Register of Historic Places or have been evaluated as eligible to be listed and to be monitored under the terms of the AZ Site Steward Program.
3. Identifying law enforcement officers to be contacted and reporting procedures to be followed when vandalism or looting of archaeological resources is identified on its lands.
4. Attendance at the annual AZ Site Steward Program Conference is highly recommended.

C. Both Parties shall aim to:

1. Biannually, meet to evaluate the effectiveness of the AZ Site Steward Program, make recommendations, and acknowledge superior performances;

2. Meet more often, if requested by either the AZ Site Steward Program Coordinator or any of the participating Regional Coordinators, to review and discuss proposals and plans; Work together to monitor the activities of the program.

VII. CORRESPONDENCE:

Program Administration

ASPB

Sean Hammond
Steward Program Coordinator
1110 W. Washington Street, Suite 100
Phoenix, AZ 85007
(602)-542-7130
shammond@azstateparks.gov

City of Buckeye

Robert Wisener , Administration & Project Manager
City of Buckeye
110 E. Irwin Ave.
Buckeye , AZ 85326
623-349-6621
rwisener@buckeyeaz.gov

VIII. DURATION AND TERMINATION OF MOU

- A. Duration: This MOU is entered into and is effective as of the date of last signature to this MOU and shall continue for ten (10) years from that date (“Initial Term”), unless terminated earlier by the Parties. This MOU may be extended at the expiration of the Initial Term for an additional ten (10) year term. This extension process can be repeated as necessary and when deemed appropriate by both Parties.
- B. Termination: This MOU may be terminated at any time by mutual consent of the Parties or may be terminated by either Party by giving (60) days written notice to the other Party.

IX. GENERAL TERMS AND CONDITIONS

- A. Arizona Law: The law of Arizona applies to this MOU including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- B. Amendment: The terms, conditions, and representations of the Parties contained in this MOU may not be orally amended, modified, or altered. Any amendment or modification of this MOU must be in writing and effective only after the authorized signature of both Parties. Amendments must be approved with the same formalities as with this MOU.
- C. Successors and Assigns: Neither Party may assign its rights or obligations under this MOU without the prior written consent of the parties hereto and any purported assignment without such consent shall be void and of no effect.
- D. Relationship of Parties: No partnership, joint venture, or other business relationship is established among the Parties to this MOU. Except as expressly provided in this MOU, no Party is liable for any acts, omissions or negligence on the part of any other Party or the other Party’s employees, agents, independent contractors, or successors-in-interest resulting in either personal injury, economic loss, or property damage to any individual or entity.
- E. Arbitration: The parties to this MOU agree to resolve all disputes arising out of or relating to this MOU through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.
- F. Non-Discrimination: City of Buckeye shall comply with State Executive Order No. 2009-09 and all other applicable federal and state laws, rules and regulations, including the Americans with Disabilities Act.
- G. Cancellation for Conflict of Interest: The Parties are put on notice that this MOU is subject to cancellation pursuant to A.R.S. § 38-511.

- H. Immigration: The Parties agree to comply with Executive Order 2005-30, “Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors,” and A.R.S. § 41-4401, the provisions and successor statutes of which are hereby incorporated by reference.
- I. Limitations: Nothing in this MOU shall be construed as limiting or expanding the statutory responsibilities of the Parties.
- J. Indemnification: To the extent permitted by law each Party (as Indemnitor) agrees to indemnify, defend, and hold harmless the other Party (as Indemnitee) from and against any and all claims, losses, liabilities, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as Claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- In addition, the City of Buckeye shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this MOU, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the City of Buckeye’s contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.
- K. Entire MOU: This MOU constitutes the entire MOU of the Parties with respect to the subject matter hereof and supersedes all prior MOUs and understandings related to such subject matter.
- L. Other MOUs: This MOU in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, and individuals.
- M. Severability: The provisions of this MOU are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the MOU.
- N. Review by Counsel: The Parties and their respective counsel have reviewed this MOU.
- O. Non-availability of funds: This MOU shall be subject to available funding and nothing in this MOU shall bind any party to expenditures of funds for purposes outlined in this MOU.

X. SIGNATURE AUTHORITY:

- A. This MOU is entered into and is effective as of the date of the last signature to this MOU.
- B. This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- C. The Parties acknowledge that signatures by electronic means are acceptable and legally binding.
- D. By signing below, the signer certifies the authority to enter into this MOU and has read the foregoing and agrees to accept the provisions herein.

ARIZONA STATE PARKS BOARD

By _____
Signature *Date*
Bob Broscheid, Director
Arizona State Parks Board

CITY OF BUCKEYE ,
An Arizona municipal corporation

APPROVED AS TO FORM:

Eric Orsborn, Mayor Date

Shiela B. Schmidt, City Attorney

ATTEST:

Lucinda Aja, City Clerk Date

RESOLUTION NO. 33-22

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE ARIZONA STATE PARKS BOARD REGARDING THE SITE STEWARDS PROGRAM; AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY.

WHEREAS, the City of Buckeye, Arizona (the “City”) is home to cultural and historic sites of statewide significance; and

WHEREAS, the City partners with the Arizona State Parks Board through the Site Steward Program, in which cultural sites are monitored by trained volunteers; and

WHEREAS, the City’s participation in this program is currently governed by an Intergovernmental Agreement, which was approved pursuant to Resolution No. 90-12 and is set to expire in July of 2022;

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. The Memorandum of Understanding Between Arizona State Parks Board and the City of Buckeye for the Monitoring of Cultural and Paleontological Sites through the Arizona Site Steward Program (the “MOU”) is hereby approved in substantially the form and substance on file with the City Clerk.

Section 3. The Mayor is hereby authorized to execute and deliver the MOU, and the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to execute all documents and other necessary or desirable instruments and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 3rd day of May, 2022.

Eric Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

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

MEETING DATE: 05/03/22	AGENDA ITEM: 6.I. Award the Contract for the Drilling of Schult Well on the Cooperative Contract Purchase Addendum (CCPA No. 2022045) to Serve the Meck Water Campus
DATE PREPARED: 04/28/22	DISTRICT NO.: 1
STAFF LIAISON: Alisha Solano, Director, Water Resources, asolano@buckeyeaz.gov, (623) 349-6101	
DEPARTMENT: Construction and Contracting	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on the Cooperative Contract Purchase Addendum (CCPA No. 2022045) between the City of Buckeye, an Arizona municipal corporation, and K.P. Venture Well Drilling & Pump Company LLC, an Arizona limited liability company, for labor, materials, equipment, and services required to drill Schult Well.

RELEVANT GOALS:

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

SUMMARY

PROJECT DESCRIPTION:

As part of this fiscal year's Capital Improvement Program K.P. Venture Well Drilling and Pump Company, LLC (K.P.) will ream the Schult Test Borehole to 26-inch diameter design dimensions and total depth of 540 Feet. To verify the reamed borehole diameter prior to casing installation, K.P. will subcontract with a geophysical logging service for a caliper log survey. The City will be using a cooperative contract from the City of Tucson to procure this contract for well drilling services. The raw groundwater pumped from the Schult Well will be treated at the Jackie Meck Water Campus. Schult Test Borehole will be drilled to a 26-inch diameter design dimensions and total depth of 540 Feet. The raw groundwater pumped from the Schult Well (Jackie Meck Well #8) will be treated at the Jackie Meck Water Campus. Total cost to be paid under this CCPA shall not exceed \$687,023.41.

BENEFITS:

Schult Well will provide needed water to the Jackie Meck Water Campus for residents and commercial properties to meet the fast growing demand for water in this area of Buckeye.

FUTURE ACTION:

None

FINANCIAL IMPACT STATEMENT:

CIP2022005 - GL #40001113-543156

CURRENT FISCAL YEAR TOTAL COST:

\$687,023.41

BUDGETED:

Yes

FISCAL YEAR:

2022

FUND/DEPARTMENT:

40001113-54316

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

ATTACHMENTS:

[Map.pdf](#)

[City of Buckeye Coop Agreement CCPA 2022045- K.P. Venture Well Drilling & Pump Co. Signed 4.21.22](#)



Schult Well No. 8

**COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN THE CITY OF BUCKEYE
AND
K.P. VENTURE WELL DRILLING & PUMP COMPANY LLC**

**SCHULT WELL
CCPA NO. 2022045**

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM {this "Addendum"} is made on _____, 2022 between the City of Buckeye, an Arizona municipal corporation (the "City") and K.P. Venture Well Drilling & Pump Company LLC, an Arizona limited liability company (the "Contractor"). The City and the Contractor are the only parties to this agreement; they are each a "Party," and together they are the "Parties."

WHEREAS after a competitive procurement process was completed by the City of Tucson, the Contractor was awarded the City of Tucson Contract No. 202445-02 to provide Water Production Well Drilling Services, which award is attached hereto as Exhibit B and the terms of which are incorporated herein by reference. Tucson Contract No. 202445-02 (the "Cooperative Contract") is attached hereto as Exhibit C and Exhibit D and its terms are incorporated by reference as if fully set forth herein; and

WHEREAS the City is authorized pursuant to A.R.S. § 41-2632 and Section 24-3-15 et seq. of the City Procurement Code to make purchases via cooperative purchasing and pursuant to a cooperative purchasing Contract; and

WHEREAS the City desires to purchase materials and services from the Contractor, pursuant to the terms and conditions of the Cooperative Contract;

THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated as though fully set forth herein, the Parties hereby agree as follows:

1. The Contractor shall provide labor, materials, equipment and services required to drill the water production well known as Jackie Meck Well #8 or Schult Well, as more fully set forth in Exhibit A ("Proposal").
2. This Addendum and all work performed by the Contractor shall be subject to the terms and conditions of this Addendum and of the Cooperative Contract.
3. Total payment for materials or services supplied or performed pursuant to this Addendum shall not exceed \$687,023.41.
4. All modifications, including but not limited to service additions and deletions, shall be made by written change order.
5. This Addendum is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.
6. Pursuant to A.R.S. 35-393.01(A), the Contractor certifies that it is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of goods or services from Israel.

[Signature page to follow]

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

CITY:

THE CITY OF BUCKEYE, ARIZONA
an Arizona municipal corporation

Eric W. Orsborn, Mayor

ATTEST:

Lucinda Aja, City Clerk

Recommended:

CA Williams

Christopher A. Williams, Manager
Construction and Contracting Division

APPROVED AS TO FORM:

City Attorney

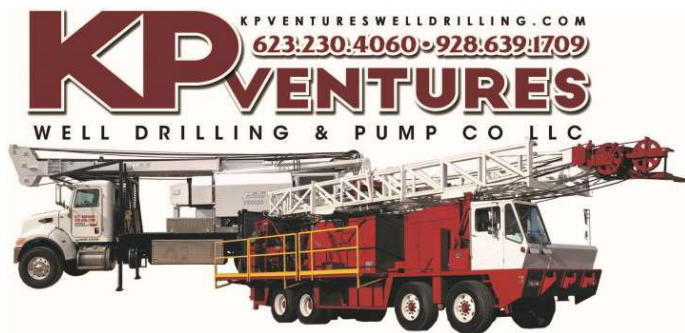
CONTRACTOR:

K.P. VENTURE WELL DRILLING
& PUMP COMPANY, LLC



Tyler Johnson, President

EXHIBIT A



Proposal

Date	Proposal #
3/23/2022	9802

Mailing - PO Box 2411
Cottonwood, AZ 86326

Corporate Satellite
4715 Old Highway 279 5120 W. Bethany Home Rd.
Camp Verde, AZ 86322 Glendale, AZ 85301

Name / Address
City of Buckeye 530 East Monroe Avenue Buckeye, AZ 85326

Description	Qty	Cost	Total
City of Buckeye - Jackie Meck Well #8 REVISED 3/24/22			
Mobilization and Demobilization	1	40,000.00	40,000.00T
26-inch Borehole Construction			
26-inch borehole reaming	540	132.00	71,280.00T
Lost Circulation Hourly	0	600.00	0.00T
Drilling fluids used during lost circulation (Cost Plus 5%)	0	0.00	0.00T
Casing Cost			
16-inch ID 304L SS Roscoe Moss Blank (304, 0.3125-inch wall)	425	436.80	185,640.00T
SS 304L blank, with bottom plate	10	618.80	6,188.00T
16.625-inch OD, 15.875-inch ID	100	1,066.50	106,650.00T
316L SS Roscoe Moss Louvered "Ful Flo" casing, 0.375-inch wall			
2.0-inch (ID) Schedule 40 SS Sounding tube (Sch 40), with bottom 50 ft perfs	475	83.70	39,757.50T
Casing Installation			
Well casing and screen	535	30.00	16,050.00T
Sounding tube (2.0-inch ID)	475	10.00	4,750.00T
Annulus Materials Cost and Installation			
Bentonite Seal (CF)	79.8	17.20	1,372.56T
8x12 SiLi Beads filter pack	280.9	168.00	47,191.20T
Filter Pack Disinfection	1	700.00	700.00T
Cement Grout (CY)	34.4	490.00	16,856.00T
Transition Sand	21.5	100.00	2,150.00T

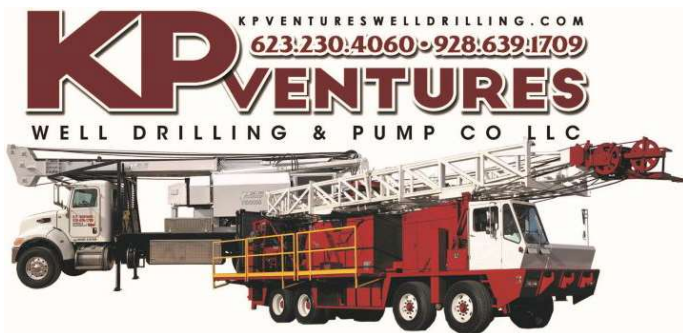
Subtotal
Sales Tax (6.045%)
Total
Down payment

<http://kpventureswelldrilling.com/>

ACCEPTANCE OF PROPOSAL----The above prices, specifications and conditions are satisfactory.

Signature

Date



Proposal

Date	Proposal #
3/23/2022	9802

Mailing - PO Box 2411
Cottonwood, AZ 86326

Corporate Satellite
4715 Old Highway 279 5120 W. Bethany Home Rd.
Camp Verde, AZ 86322 Glendale, AZ 85301

Name / Address
City of Buckeye 530 East Monroe Avenue Buckeye, AZ 85326

Description	Qty	Cost	Total
Well Development and Completion			
Swab and Air-Lift Development (hour)	25	600.00	15,000.00T
Chemical Additives Materials and Installation	1	10,400.00	10,400.00T
Aquifer Testing			
Furnish, Install, and Remove Test Pumping, monitoring, and ancillary equipment	1	25,000.00	25,000.00T
Pumping tests (Development, Step-rate, and Constant-rate)	92	600.00	55,200.00T
Plumbness and Alignment Test and Video			
Plumbness and alignment test	1	2,175.00	2,175.00T
Video Survey	1	1,500.00	1,500.00T
Dummy Test (if required)	0	4,000.00	0.00T
Unavoidable Delay			
With Crew (hourly)	0	600.00	0.00T
Without Crew (hourly)	0	400.00	0.00T
Subtotal			647,860.26
THIS PRICE DOES NOT INCLUDE ANY PAYMENT OR PERFORMANCE BONDS. WE CAN PROVIDE THEM FOR ADDITIONAL FEES.			
THIS PRICE IS ASSUMING DISCHARGE IS WITHIN 100 FEET OF THE WELLHEAD. IF IT IS ANY GREATER THERE WILL BE ADDITIONAL FEES. THIS PRICE ASSUMES ALL CUTTINGS AND MUD ARE TO BE DISCHARGED ONSITE.			

Well prices are per foot. Total depths are estimated and may vary. Construction of the well may require installation of additional casing or liner. Owner shall be advised of any additional costs, if any, before installation. At KP Ventures discretion we reserve the right to nullify contract if we see reasonable and fit. We cannot guarantee water quality or quantity. Minimum drilling fee is for 100 feet. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Balance due upon completion. 1 1/2% (18% per annum) 10 days from due date. DEPOSIT IS NON-REFUNDABLE. Valid for 30 Days.

Subtotal	\$647,860.26
Sales Tax (6.045%)	\$39,163.15
Total	\$687,023.41
Down payment	

<http://kpventureswelldrilling.com/>

ACCEPTANCE OF PROPOSAL----The above prices, specifications and conditions are satisfactory.

Signature _____

Date _____

EXHIBIT B

CITY OF TUCSON
NOTICE OF REQUEST FOR QUALIFICATIONS NUMBER 171754
JOB ORDER CONTRACT (JOC) FOR WELL DRILLING

Notice is hereby given that the City of Tucson, hereinafter referred to as "COT", is conducting a competitive ONE-STEP process to retain up to **TWO (2)** Contractors to provide annual well drilling services in accordance with Sec. 34-603 of the Arizona Revised Statutes for the City of Tucson (COT). Individual job orders should not exceed three hundred thousand dollars (**\$300,000**) unless a waiver is requested of and granted by the Director of Procurement. The estimated budget for the initial one-year term is five hundred thousand dollars (\$500,000). The initial term of this contract shall be one year with FOUR (4) additional one-year renewal options. However, services will be requested on an as-needed, if-needed basis and the resultant contract is neither exclusive nor a commitment or guarantee by the City of Tucson that the Contractor's services will be required.

COT invites interested firms to submit written Statements of Qualifications relating to these services. A Committee will be convened to evaluate firms' qualifications and experience with similar projects. The firm(s) determined to be best qualified will then be invited to enter into negotiations with COT.

Firms interested in a complete copy of this Request for Qualifications (RFQ) may **download it from our website at: www.tucsonprocurement.com** or contact the City of Tucson, Department of Procurement at **(520) 791-4217**. Respondents are invited to review the information and to submit their Statements of Qualifications in accordance with the criteria established within this RFQ. Written questions regarding this RFQ must be received by the Department of Procurement no later than five days prior to the submittal due date. A written amendment to this document may then be used to respond to questions. Oral statements or instructions shall not constitute an amendment to the RFQ.

All submittals must be received by the due date specified herein. **Any response received after the due date and time specified will be returned unopened.** The City of Tucson reserves the right to reject any or all submittals, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any submittal. All information regarding the content of the specific submittals will remain confidential until a contract is finalized or all submittals are rejected.

SUBMITTAL DUE DATE:
SUBMITTAL LOCATION:

Wednesday, September 27, 2017
Department of Procurement
255 W. Alameda, 6th Floor, Tucson, AZ 85701
P.O. Box 27210, Tucson, AZ 85726-7210

PRE-SUBMITTAL CONFERENCE DATE:
TIME:
LOCATION:

Thursday, September 14, 2017
11:00 A.M., LOCAL AZ TIME
City Hall, 1st Floor East Conference Room,
255 W. Alameda, Tucson, AZ 85701

QUESTIONS SHALL BE DIRECTED TO:

Tara L. Acton, CPPB, Senior Contract Officer
(520) 837-4103 or tara.acton@tucsonaz.gov
City of Tucson Department of Procurement
255 West Alameda, 6th Floor West
P.O. Box 27210
Tucson, AZ 85726-7210

PUBLISH DATES: Tuesday, September 05, 2017 & Tuesday, September 12, 2017

SCOPE OF WORK

I. INTRODUCTION:

Notice is hereby given that the City of Tucson (COT) is conducting a competitive one-step process to retain up to two (2) Contractors for a Job Order Contract (JOC) to provide annual well drilling services for the COT. Individual job orders should not exceed three hundred thousand dollars **(\$300,000)** unless a waiver is requested of and granted by the Director of Procurement. The estimated budget for the first year is five hundred thousand dollars **(\$500,000)**. The initial term of this contract will be **ONE (1)** year with **FOUR (4)** additional one-year renewal options. However, services will be requested on an as-needed, if-needed basis and the resultant contract is neither exclusive nor a commitment by COT that the Contractor's services will be required.

The firm(s) determined to be best qualified will then be invited to enter into negotiations with COT. Resulting Contracts will be subject to the General Conditions for Construction (**Appendix A**) and Construction Services Agreement (**Appendix B**).

Projects that exceed the Formal Solicitation Threshold established by the Tucson Procurement Code, currently at one hundred thousand dollars (\$100,000) shall be subject to the requirements of the Department of Procurement, Business Enterprise & Compliance Program (BECP). Program requirements are codified in Chapter 28, Article XIII of the Tucson Procurement Code. Projects shall be subject to the Small Business Enterprise (SBE) Program Provisions for Alternative Project Deliver Method (APDM) for Construction Services (**Appendix C**).

II. BACKGROUND:

Job Order Contracting is an alternative delivery method for construction of public works projects. JOC's differ from the standard project-specific, low bid contracts in that they are indefinite-quantity contracts, which can be awarded on the basis of qualifications. Best value may be considered in awarding the JOC or in awarding job orders under the JOC contract.

III. SCOPE OF REQUIRED SERVICES:

The CONTRACTOR shall provide well maintenance; well repair/rehabilitation; pump removal and repair; color calibrated well video logging; general well operations and maintenance; aquifer assessment; well drilling, installation, and sampling services; and well abandonment services within the COT service areas. Work performed under this contract will be on an as needed, if needed basis. The COT acknowledges that there is the potential need for more than one CONTRACTOR and therefore multiple awards may be made. The specifications for individual projects will be generated based on site specific conditions as a request for bid.

Groundwater extraction and monitoring wells installed for the COT generally range in depth from one hundred (100) to five hundred (500) feet below land surface; specific depths will depend on the site. The well construction materials may include Type 304 stainless steel, low carbon steel and/or Schedule 40 or 80 PVC. Screened intervals may be machine cut, vee-wire wrapped, louvered, or as specified in the request for bid. The regional groundwater table in the Tucson area varies greatly and can be encountered at depths ranging from approximately 75 feet to 375 feet below surface grade. The type of soils beneath the sites include gravels, sands, silts, and clays, some of which may be cemented. Existing well logs are available upon request at the COT Environmental and General Services Department and Tucson Water.

The COT invites drilling contractors who use *one or more* of the drilling methods described below to submit their qualifications.

IV. SPECIFICATIONS

All work shall be conducted by a drilling firm licensed by the State of Arizona and shall conform to Arizona Department of Water Resources (ADWR) rules and guidelines. Unless specified otherwise, a well drilling license is not needed for items in Section 7.

(1) SOIL BORINGS

- Soil borings may be advanced using a dual wall air casing hammer, reverse or direct circulation air or mud rotary, air rotary casing hammer, sonic, or hollow stem auger drilling methods. The minimum diameter of the boring shall be 9 5/8 inches or as approved by the COT. In accordance with ADWR regulations, the annulus space shall be a minimum of 2-inches greater than the casing diameter specified in the request for bid.
- If required by the COT, the soil cuttings shall be continuously sampled by the COT or a consultant provided by the COT. As requested by the COT, soil samples shall be collected from decontaminated split spoon samplers used by the driller.
- The CONTRACTOR shall provide brass sleeves and Teflon patches for soil sample collection, as needed. The retrieved soil samples shall be logged by the COT representative or a contracted consultant. Vapor samples may be collected and screened at random intervals above the groundwater table with an on-site organic vapor meter (OVM) equipped with a Photoionization detector (PID). The breathing zone in the work area may be screened with the OVM. OVM monitoring will be conducted by the COT or contracted consultant unless otherwise requested by the COT in the site-specific request for bid.
- The boring shall be completed as a monitoring, production, and/or extraction well in the manner as outlined in the request for bid. The Notice of Intent may be submitted by either the COT or the CONTRACTOR as specified in the request for bid. The Well Drillers Report must be submitted to ADWR by the CONTRACTOR within 30 days following well installation. A copy of all well forms filed with ADWR by the CONTRACTOR shall be faxed, emailed, or mailed to the COT or its contracted consultant within 10 business days of the filing date.
- Drill cuttings from below the water table and development water may be temporarily contained on-site in a plastic-lined bermed pit or roll-off container located adjacent to the well. CONTRACTOR shall construct the plastic-lined bermed pit or make arrangements for the roll-off container. As specified in the request for bid, either the COT or the CONTRACTOR may collect cuttings and water samples for characterization and disposal of these materials. If specified in the request for bid, the CONTRACTOR may be responsible for disposal of these materials in accordance with State law.
- If the groundwater is contaminated, The soil cuttings generated from above the saturated zone will be segregated from the wet soils and collected in a separate roll-off container or placed on separate plastic sheeting. As specified in the request for bid, either the COT or the CONTRACTOR may collect cuttings and water samples for characterization and disposal of these materials. If specified in the request for bid, the CONTRACTOR may be responsible for disposal of these materials in accordance with State law.

(2) DECONTAMINATION

- The CONTRACTOR shall decontaminate all drilling and sampling equipment prior to advancing the initial boring, in between borings, before leaving the site and as directed by the COT. Steam cleaning water and soil debris shall be collected in a temporary decontamination pad constructed on-site by the CONTRACTOR or as specified by the request for bid.

- Split spoon samplers shall be washed with a non-phosphate detergent and rinsed in potable water with decontamination fluids to be contained on-site in 55-gallon drums, a lined bermed pit or lined roll-off container constructed or supplied by the CONTRACTOR.

(3) CASING AND SCREEN MATERIALS

- The CONTRACTOR shall install either new, flush-threaded, Louvered, wire-wrapped or slotted screen with factory perforation as prescribed by the COT. The COT reserves the right to reject any damaged or defective casing before installation.
- Install a corresponding amount of new casing pipe to complete the well to the ground surface.
- A steel sleeve is required around the first 20ft of casing.
- Centralizers shall be installed within the well at intervals determined by COT.

(4) ANNULUS AND WELL COMPLETION

- The annulus shall be packed with a washed silica sand (or as prescribed by the COT) from the bottom of the boring to approximately ten (10) feet above the top of the screened interval.
- The sand shall be placed in a uniform and continuous manner, such that hydraulic segregation and bridging are eliminated. Sand shall be placed via gravity movement through a tremie pipe, or as directed by the COT. Swabbing may be required to settle the filter pack before setting the bentonite seal. Chlorination of the filter pack with liquid or powder bleach mixture may be required before setting the bentonite seal.
- The sand pack shall be overlain by a minimum five (5) foot thick bentonite pellet seal. The bentonite pellet seal shall be subsequently hydrated with potable water. If necessary, the CONTRACTOR shall obtain all necessary permits to acquire metered potable water from Tucson Water.
- The remaining annulus shall be filled with a bentonite slurry to within twenty (20) feet of the ground surface. The upper 20 feet of annulus will be filled with neat cement or concrete in accordance with ADWR regulations. The slurry will be checked the following day and topped off if it has settled inside the annulus.
- The slurry shall be pumped using a tremie pipe, a pressure line and a positive displacement pump.
- The CONTRACTOR may be required to supply a surface mounted steel or aluminum water tight well vault conforming to the COT- specifications. Two or four bollards supplied by the CONTRACTOR may also be necessary. Under certain circumstances, the well may be completed below grade in a flush mounted vault. The specifications for well surface completion will be provided to the CONTRACTOR in the request for bid. The CONTRACTOR may be required to permanently mark the wells with a City identifier(name) and the ADWR 55 registration on the outside of the well vault.

(5) DEVELOPMENT

- Following installation and after a minimum of twenty-four (24) hours (but no later than seventy-two (72) hours), to allow the slurry and concrete to set, the well will be developed by the CONTRACTOR. The development technique may consist of swabbing, surge-blocking, bailing,

or pumping. Once development activities commence, those activities shall continue uninterrupted until completion of the well development. A minimum 4-hour pump test may be required at this time as specified in the request for bid.

- The CONTRACTOR will provide and install a sounding pipe(s) sufficient to provide water level measurements during well development. The CONTRACTOR will supply a working water level meter for water level measurements, and a working flow meter at the wellhead for measurement of the discharge rate during well development. The CONTRACTOR will estimate the range of flow rates to be expected prior to well development, and will size the flow meter accordingly. The COT may elect to analyze the water chemistry and determine other groundwater characteristics during well development and will provide the necessary equipment to do so.
- All down hole tools will be decontaminated prior to beginning the drilling project.
- A bermed plastic decontamination containment may be constructed on-site to contain decontamination water if specified in the request for bid. Decontamination water will be allowed to evaporate within the constructed containment or be disposed or discharged to a COT approved location.
- Development shall continue until halted by the COT or its consultant.

(6) SUBMERSIBLE PUMP

- Upon completion of well development activities, the CONTRACTOR may be requested to supply and install a dedicated submersible pump. The size of pump and necessary equipment may be specified in the request for bid or may depend on the results measured during well development.
- The CONTRACTOR shall install a drop pipe, sounding tube and sanitary seal as specified by COT. The surface completion shall comply with all ADWR specifications.

(7) WELL SERVICES

Other well services conducted by the Contractor shall include, but not necessarily be limited to, the types of equipment and activities listed below.

- Conduct or oversee well rehabilitations, including redevelopment, injection of acid or a pressurized liquid/vapor carbon dioxide mixture, swabbing, bailing and other methods to insure optimum performance of ground water injection, extraction or monitoring wells of various depths and diameters. Compile well rehabilitation information into a well-specific standard written format to be submitted to the COT within one month of completion of work if requested;
- Replace, repair or adjust ground water and vapor extraction well casings, pads, shelters, and traffic bollards. All well modifications must conform to ADWR and the COT specifications, and well casing modifications must be conducted by an ADWR licensed contractor.
- Install, adjust, repair or replace plumbing valves, check valves, flow meters, pumps, pump components and piping, as necessary. Well depths vary by site, but generally exceed 100 feet below ground surface. All piping and pump modifications must be accurately documented in "as completed" diagrams to be submitted to the COT within one month of completion of the work;
- Incidental welding or metal cutting as needed to facilitate other tasks listed above;
- Conduct pump tests, recovery tests, and step tests on pumping and observation well(s). Collect data for general aquifer characterization tests if requested by the COT. All data collected during

pump tests shall be provided in a completed written format submitted to the COT within one (1) month of completion of the work. This data shall be provided to COT in electronic format using Excel 10 or compatible software.

(8) SAFETY

- The CONTRACTOR shall provide sufficient safety devices to establish a safety zone around the work area. The bore-hole/monitoring well shall be secured to prevent entry or tampering whenever unattended. The CONTRACTOR shall provide its personnel with safety vests for projects where vehicular traffic is present.
- It is anticipated that the work described herein shall be conducted in OSHA Level D personal protective equipment. However, the CONTRACTOR shall be prepared to upgrade to higher personal protective levels if necessary.
- The CONTRACTOR shall provide a site-specific Health and Safety Plan (HASP) at a pre-construction safety meeting to be held on-site. COT may also provide a site-specific HASP. The CONTRACTOR and the COT or its consultant shall read and sign the HASP prior to work beginning on each project.
- The CONTRACTOR may be required to obtain traffic barricade services for areas near roadways.

(9) CLEAN UP

The CONTRACTOR shall clean up all trash and debris generated by the drilling and monitoring well installation in a manner acceptable to the COT. The area around the drill site shall be restored to the condition observed prior to initiating drilling activities. The CONTRACTOR shall not clear or grub an area without prior approval from COT.

(10) WELL ABANDONMENT

Abandonment of wells will be conducted according to the ADWR'S well abandonment rule (Arizona Administrative Code Rule R12-15-816). The COT or the CONTRACTOR shall file the Notice of Intent to Abandon form and a Well Abandonment Completion Form as required by the well abandonment rule. A copy of all well forms filed by the CONTRACTOR shall be faxed, emailed or mailed to the COT within 10 business days of the filing date.

(11) Permits

The CONTRACTOR shall obtain and comply with all permit requirements for the drilling activities. The permits may include traffic control, water use, or permitting to work in a City or County right-of-way.

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a submittal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a submittal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the submittal without the information.

2. PRE-SUBMITTAL CONFERENCE: If scheduled, the date and time of a Pre-submittal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-submittal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Qualifications due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Qualifications in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Qualifications or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Qualifications. Oral statements or instructions will not constitute an amendment to this Request for Qualifications.

3. INQUIRIES: Any question related to the Request for Qualifications shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the submittal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Qualifications number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official submittal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Qualifications will be binding.

4. AMENDMENT OF REQUEST FOR QUALIFICATIONS: The Offeror shall acknowledge receipt of a Request for Qualifications Amendment by signing and returning the document by the specified due date and time.

5. FAMILIARIZATION OF SCOPE OF WORK: Before submitting a statement of qualifications, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a statement of qualifications will constitute a representation of

compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF STATEMENT OF QUALIFICATIONS:

- A. All submittals shall be on the forms provided in this Request for Qualifications package. It is permissible to copy these forms as required. Facsimiles or electronic mail submittals shall not be considered.
- B. At a minimum, your statement of qualifications should include the signed Offer form, signed copies of any solicitation amendments, and your response to all evaluation criteria.
- C. The Offer page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer page, Request for Qualifications Amendment(s), or cover letter accompanying the submittal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
- D. The authorized person signing the submittal shall initial erasure, interlineations or other modifications on the submittal.
- E. It is the responsibility of all offerors to examine the entire Request for Qualification package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a response. Negligence in preparing a submittal confers no right of withdrawal after due date and time.
- F. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
- G. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

- 7. SUBMITTAL FORMAT:** An original and 3 copies (4 total) should be submitted on the forms and in the format specified in the solicitation. The original copy of the submittal should be clearly labeled "Original", single-sided and unbound. The material should be in sequence and related to the solicitation. **The sections of the submittal should be tabbed and clearly identifiable.** Offerors shall also submit one electronic copy of the submittal on cd disc or jump drive. Any confidential information shall be submitted on a separate cd, disc or zip disc. Failure to include the requested information may have a negative impact on the evaluation of the offeror's submittal. The City will not provide any reimbursement for the cost of developing or presenting the submittals in response to this solicitation. Failure to include any requested information may have a negative impact on the evaluation and/or may result in the rejection of the offeror's submittal.

- 8. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Qualifications is an offer to contract with the City based upon the contract provisions contained in the City's Request for Qualifications, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language in their submittal. However, the provisions of the Request for Qualifications cannot be modified without the express written approval of the Director of Procurement or his designee. Proposed modifications or exception to the indemnification language herein shall not be considered. If an offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director of Procurement or his designee, the contract provisions contained in the City's Request for Qualifications shall prevail.

- 9. PUBLIC RECORD:** All statements of qualifications submitted in response to this Request for Qualifications shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

- 10. CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a submittal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall

review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

- 11. CERTIFICATION:** By signature on the Offer page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
- 12. WHERE TO SUBMIT STATEMENT OF QUALIFICATIONS:** In order to be considered, the Offeror must complete and submit its submittal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Qualifications page. The Offeror's submittal shall be submitted in a sealed envelope. The words "SEALED SUBMITTAL" with the REQUEST FOR QUALIFICATIONS TITLE, REQUEST FOR QUALIFICATIONS NUMBER, SUBMITTAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
- 13. LATE SUBMITTALS:** Late submittals will be rejected.
- 14. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for one hundred twenty (120) days after the submittal due date and time.
- 15. WITHDRAWAL OF SUBMITTAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the submittal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 16. CONTRACT NEGOTIATIONS:** At the completion of the evaluation process, the City may enter into negotiations with the top ranked Offeror(s) to determine fees, and to negotiate any other portion of the Contract deemed by the City to be necessary. In the event that the City is not able to negotiate successfully with the top ranked Offeror(s), the City shall cease negotiations with that Offeror(s) and either begin negotiations with the next ranked Offeror or may choose to cancel the solicitation in its entirety. In the event that the City is not able to negotiate successfully with the next ranked Offeror, the City shall cease negotiations with that Offeror and either begin negotiations with the third ranked Offeror or may choose to cancel the solicitation in its entirety. Award shall be made to the Offeror whose submittal and subsequent negotiation is most advantageous to the City
- 17. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 18. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

- 19. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Qualifications, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
 - (2) reject any or all submittals, or portions thereof; or
 - (3) reissue the Request for Qualifications.

A response to this solicitation is an offer to enter into negotiations and contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Submittals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. All of the terms and conditions of the solicitation shall be incorporated in the Contract, unless any of the terms and conditions are modified by a solicitation amendment, a contract amendment, or by mutually agreed terms and conditions in the final contract documents

- 20. SUBMITTAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

- 21. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Qualifications shall be received at the Department of Procurement not less than five (5) working days before the Request for Qualifications due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Qualifications or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

- 22. EVALUATION PROCESS:** All submittals shall be evaluated in accordance with A.R.S., Title 34, Chapter 6 and the evaluation criteria stated herein. The evaluation process and contract award shall include the following:

A. Request for Qualification:

- (i) A selection committee will evaluate the submittals, and score them in accordance with the evaluation criteria listed in the solicitation. Persons or firms will be ranked according to their scores.
- (ii) The City will enter into negotiations for a contract with the highest qualified person(s) or firm(s). The negotiations will include consideration of compensation and other contract terms
- (iii) If the City is not able to negotiate a satisfactory contract with the person or firm, negotiations will be formally terminated and the City may undertake negotiations with the next most qualified person or firm in sequence until an agreement is reached or a determination is made to reject all persons or firms on the list.

EVALUATION CRITERIA

I. EVALUATION CRITERIA (listed in relative order of importance)

- A. Qualifications and Experience of the Firm (40 Points)**
- B. Method of Approach and Available Resources to Complete the Work (35 Points)**
- C. Experience and Qualifications of the Team (20 Points)**
- D. Subcontractor Selection Plan (5 Points)**

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:

The following criteria will be used in the evaluation of firms. Address each item in the same order presented. The statement of qualifications shall include brief narratives describing the firm's qualifications as it relates to each criterion.

A. Qualifications and Experience of the Firm (40 points)

- 1. General background of the firm, include an organizational chart.
- 2. Experience on Similar Projects: Description and location of three (3) projects with government entities which required the drilling of deep groundwater wells.
- 3. Copy of the firm's current ADWR Driller's Certificate and proof that the firm has been in the well drilling business for no less than five (5) years. The firm's Driller's Certificate must indicate the authority to employ one or more of the drilling methods outlined in the Scope of Work (e.g. dual air casing hammer (ARCH); sonic; reverse circulation air rotary; or hollow auger, etc.).
- 4. Copies of the OSHA 200 logs and OSHA violations for the last five (5) years.
- 5. Provide a copy of your firm's Health and Safety Plan.
- 6. Describe your firm's ability to provide the required performance and payment bonds.

B. Method of Approach and Available Resources to Complete the Work (35 Points)

- 1. Describe the tools, resources, and/or methodologies to be used by your firm in providing services under this contract. The description should demonstrate the firm's ability to provide a high quality work product in a timely manner and within the budget allocated.
- 2. Identify the internal policies and/or procedures that will be used to assure a quality product and completion of the assigned tasks on schedule and within budget.
- 3. Describe any special or unique knowledge, equipment, or techniques beneficial to the project that your firm will contribute.

C. Experience and Qualifications of the Team (20 Points)

- 1. Resumes of all proposed staff members (names and specific assignments) including proposed subcontractors and relevant Arizona Department of Water Resources (ADWR) certifications.
- 2. How are experience and qualified drillers and helpers selected to work on City jobs?

D. Subcontractor Selection Plan (5 Points)

1. Submit a proposed Subcontractor Selection Plan pursuant to ARS 34-603. The plan must describe procedures to be used in selecting subcontractors, and selection shall be based on a combination of qualifications and price.
2. The resultant contract is subject to the City of Tucson's SBE requirements. The plan must describe how the Offeror intends to ensure that established goals will be met. In addition, the plan should include the firms prompt payment plan/policy.

III. GENERAL

- A. Additional Investigations:** The City reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any firm submitting a response to this Request for Qualifications.
- B. Prior Experience:** Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

SUBMISSION CHECKLIST

WITH YOUR STATEMENT OF QUALIFICATIONS:

1. Signed Offer
2. Signed copy of any and all RFQ Amendments
3. Response to all evaluation Criteria

PRIOR TO CONTRACT AWARD:

1. Insurance Certificates
2. Bonding Methodology-Payment and Performance Bonds

PRIOR TO AWARD OF ANY INDIVIDUAL JOB ORDER:

1. Payment and Performance Bonds (If Bonding by Project)
2. SBE plan/waiver request (If applicable)

SPECIAL TERMS AND CONDITIONS

1. **AMERICANS WITH DISABILITIES ACT (ADA):** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-336, 42 U.S.C. 12101-12213, 47 U.S.C. 225 and 611, and all regulations thereto), and the Arizonans with Disabilities Act of 1992 (A.R.S. 41-1492 et seq., and all regulations pertaining thereto).
2. **ANNUAL ESTIMATE:** The estimated dollar value of this contract for the initial one-year term is **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)**.
3. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
4. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
5. **AUDIT AND INSPECTION OF RECORDS:** The Contractor shall permit the authorized representatives of the City Of Tucson to inspect and audit any books, documents, papers, data and records relating to its performance under the contract until the expiration of three years after final payment under this contract. The City shall have the right to audit and/or examine such records at any time during the progress of this Contract and shall withhold payment if such documentation is found by the City to be incomplete or erroneous.

The following access to records requirements apply to this Contract:

- A. The Contractor agrees to provide the City of Tucson or any of its authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - B. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the City of Tucson or any of its duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.
6. **BASIS FOR AWARDED INDIVIDUAL JOB ORDERS:** In the event the City awards more than one contract for these services, individual job orders will be awarded based upon consideration of the firm's ability to complete the work expeditiously and the proposed cost. The City intends to request price and schedule proposals from all contracted firms for each individual job order. However, when quoting individual job orders is impracticable, the City reserves the right to award job orders as it deems to be in its best interest.

Scope, schedule, price, and liquidated damages (if applicable) are agreed upon in a fully executed Notice to Proceed letter prior to Contractor beginning the work.

The Contractor shall be available on a five-day work basis throughout the term of the contract unless notified in writing by the City that this requirement may be temporarily waived due to the Contractor's approved written request or a reduced need by the City. The Contractor must be available to commence work on assignments within one week from award of an individual job order.

7. **BONDING REQUIREMENTS:** Contractor shall file with the City, prior to the time of execution of the contract and annually, if the term of this contract is extended by the City, payment and performance bonds in the forms prescribed by the City unless bonding per project. The bonds must cover all construction performed under job orders. The amount of the bonds provided by the Contractor must always be at least equal to the total amount of the contract prices for construction work under job orders issued and not complete. Contractor agrees to provide such additional bonding as may be required to satisfy this requirement, as provided under A.R.S. 34-610. Bonds may be provided as follows: annual bonds in the amount designated by the agency, or bonding per each individual job order. Successful contractor(s) will designate bonding methodology prior to contract award.

8. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
9. **CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.
10. **COMPENSATION AND METHOD OF PAYMENT:** In consideration of the performance of the services described in the Scope of Services of each individual job order and pursuant to the master Scope of Work herein, the City shall pay the Contractor in accordance with the negotiated contract rates, and the Contractor shall charge the City only in accordance with those same rates.

Compensation under this contract should not exceed \$850,000.00 per individual job order unless a waiver is requested of and granted by the Director of Procurement.

The City of Tucson reserves the right to adjust the individual job limit at time of annual contract renewal upon written approval from the Procurement Director. The City will pay the Contractor following the submission of itemized invoice(s) for the service rendered. No payment shall be issued prior to receipt of material or service and correct invoice.

All requests for payment shall follow a format to be approved by the City Representative. Invoices shall be submitted monthly on a job-by-job basis.

11. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
12. **CONSTITUENT CLAIMS:** With regard to claims arising out of or related to this contract that are filed against the Contractor, the Contractor or Contractor's representative is required to provide notice to the City's Procurement Department and Risk Manager within 60 calendar days following the date of the receipt by the Contractor of such claim. The notice to the City must include the following information: (1) the date of the incident or occurrence that is the basis of the claim; (2) the damages identified in the claim; (3) the date of the Contractor's written response to the claim; and (4) a copy of Contractor's written response to the claim. Notification shall be deemed sufficient if given by (a) registered or certified mail, postage prepaid, return receipt requested, (b) private courier service, or (c) facsimile addressed to the respective addresses of the parties as first above written or at such other addresses as the respective parties may designate by like notice from time to time.

City of Tucson
Procurement Department
255 W. Alameda, 6th floor
Tucson, Arizona 85701
Facsimile: 520-791-4735

City of Tucson
Risk Management
255 W. Alameda, 5th floor
Tucson, Arizona 85701
Facsimile: 520-624-2061

The Contractor acknowledges that the City may use contract performance, including performance of the requirements of this paragraph, in the City's consideration of future contract awards; and that in connection with future contracting opportunities with the City, Contractor may be required to provide documentation demonstrating compliance with this paragraph.

13. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
A. Amend the contract or enter into supplemental verbal or written agreements;

- B. Grant time extensions or contract renewals;
- C. Otherwise modify the scope or terms and provisions of the contract.

The contract shall only be modified with the approval of the Department of Procurement. Except in the case of documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Department of Procurement through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

- 14. CONTRACT DOCUMENTS:** The following listed documents constitute the Contract Documents and they are all as fully a part of this Agreement as if repeated herein:
- A. This Request for Qualifications (including Appendices and Amendments)
 - B. General Conditions for Construction
 - C. Statement of Qualifications
 - D. Insurance Certifications
 - E. Performance and Payment Bonds

In the event of any inconsistency between any of the terms of the documents enumerated above, such inconsistency shall be resolved by giving precedence to the terms of the above documents in the order listed. Anything in these Contract Documents to the contrary notwithstanding, the provisions of all pertinent general public laws of the State of Arizona in effect at the time of the execution of the Contract shall be a part of the Contract between the parties and shall take precedence over all of the other Contract Documents.

- 15. COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/partners_page.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

- 16. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 17. EMPLOYMENT OF ALIENS ON PUBLIC WORKS PROHIBITED:** Contractor and all subcontractors shall warrant that it complies with A.R.S §34-301 as follows:
- A. A person not a citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal works for employment.
 - B. This section shall not be construed to prevent the working of prisoners by the state or a county or municipality thereof on street, road or other public work, nor shall the provision of this section apply to the employment of any teacher, instructor or professor authorized to teach in the United States under the teacher exchange program as provided by federal statutes or the employment of university or college faculty members.

- 18. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-1401 and effective September 30, 2008, a breach of this warranty is a material breach of this

Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

19. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
20. **GUARANTEE:** The Contractor shall guarantee all work under the Contract against defects of material workmanship for a minimum of two years from the date of completion.
21. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
22. **INTERPRETATION-PAROL EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.
23. **ISRAEL BOYCOTT DIVESTMENTS:** Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.
24. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
25. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
26. **NUMBER OF CONTRACTS TO BE AWARDED:** The City intends to award up to TWO (2) contracts for the services described herein
27. **PERFORMANCE RATING:** At the completion of each term or termination of this contract, the City may evaluate the Contractor based on performance under this Contract. This rating will be used in the overall evaluation of the Contractor when applying for future work with the City.
28. **PRE-AWARD MEETING:** A mandatory pre-award meeting may be held with successful offerors where City representatives will review the terms and conditions of the contracts and final awards will be made. Award for any firm out of compliance with the DBE/SBE requirements under another JOC will be delayed until requirements are met.
29. **PRICE ADJUSTMENT:** The City will review fully documented requests for fee basis adjustments after any contract has been in effect for one (1) year. Adjustments will only be made at the time of contract renewal or extension, except for financial emergencies, and will be a factor in the renewal/extension review process. The City will determine whether the requested adjustment or an alternate option is in the best interest of the City. Any adjustment will be effective on the first day of the contract renewal or extension period.

- 30. SMALL BUSINESS ENTERPRISE (SBE) PROGRAM REQUIREMENTS:** The Job Order Contractor shall be required to comply with SBE Program requirements, if goals are applicable, on projects that meet or exceed the Formal Solicitation Threshold established by the Tucson Procurement Code, currently at one hundred thousand dollars (\$100,000). Program requirements are codified in Chapter 28, Article XIII of the Tucson Procurement Code. The Job Order Contractor shall submit **to the Department of Procurement, Business Enterprise & Compliance Program (BECF) via the city's Project Manager, after the project proposal phase**, either a completed offeror's statement of proposed SBE Participation Plan or an Affidavit of Good Faith Efforts indicating whether the request is for a full or partial waiver.

The SBE Plan must include:

- A. The name of the SBE subcontractors/suppliers;
- B. The type and scope of work or service each SBE will perform;
- C. The dollar value of each SBE's subcontract;
- D. The dollar value of the prime contractor's self-performed work if claiming SBE credit;
- E. The total dollar value of SBE work performed and percentage of the contract value.
- F. If the contract goal is not met, evidence of good faith efforts.

An approved plan or waiver request must be in place prior to issuance of the Notice To Proceed (NTP) for individual project construction.

A signed offer in response to this RFQ represents the offerors's intent to comply with the SBE program.

Also see **Appendix C** - SBE Program Provisions for Alternative Project Delivery Method (APDM) for Construction Services.

- 31. TERM AND RENEWAL:** The term of this contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, as its sole option, to renew the Contract for four (4) additional one-year periods, or portions thereof. If the City chooses to exercise this option, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of fee basis and minor scope additions and/or deletions.

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby agrees to enter into negotiations with the City to provide the required service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation.

For clarification, contact:

Name: _____

Phone: _____

Fax: _____

Email: _____

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

APPENDICES

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Appendix B	CONSTRUCTION SERVICES AGREEMENT (INCL. SAMPLE FORMS)
Appendix C	SBE PROGRAM PROVISIONS FOR ALTERNATIVE PROJECT DELIVERY METHOD (APDM) CONSTRUCTION SERVICES

APPENDIX A

GENERAL CONDITIONS FOR CONSTRUCTION

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ARTICLE 1. DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Amendment - written or graphic instrument issued prior to the due date which clarifies, corrects or changes the Solicitation.

Architect/Engineer - the person licensed to practice architecture/engineering by the State of Arizona and who is identified as the Architect/Engineer of Record by affixing his/her seal upon the Contract plans, drawings, specifications and related documents. May be utilized to provide construction administration services.

Bonds - bid, performance and payment bonds and other instruments of security.

Change Order - a document approved by the City Contract Representative and which is signed by the Contractor and the City's Director of Procurement or duly authorized designee and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Completion time, issued on or after the effective date of the Contract.

City - means the City of Tucson, Arizona, a municipal corporation.

City Contract Representative - the City official administering the Contract for the City of Tucson.

Completion Time - the number of consecutive calendar days agreed to by the City and Contractor for completion of the Work, which may be revised by written Change Order.

Construction – the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any real public property.

Construction-Manager-At-Risk – a project delivery method in which there is a separate contract for design services and a separate contract for construction services, with design and construction taking place in sequential or concurrent phases, and in which finance services, maintenance services, operations services and preconstruction services may be included.

Construction Services – either of the following for construction-manager-at-risk, design-build and job-order-contracting project delivery methods:

- a) construction, excluding services, through the construction-manager-at-risk or job-order-contracting project delivery methods;
- b) a combination of construction and, as elected by the City, one or more related services, such as finance services, maintenance services, operations services, design services and preconstruction services.

Contract - the written agreement and all associated attachments, drawings, amendments and change orders executed between the City and the Contractor covering the Work to be performed.

Contract Price - the amount payable by the City to the Contractor for satisfactory completion of the Work, and as specified in the Contract as may be amended by written Change Order, or, in the case of a job-order contract, in the Notice to Proceed.

Contract Officer - the City official who conducts the solicitation process to secure a Contractor for the Work and who acts under the authority and direction of the City's Director of Procurement and in accordance with the Tucson Procurement Code.

Contractor - the person, firm or corporation with whom the City has entered into the Contract.

Design-Build – the process of entering into and managing a contract between the City and a contractor in which the Contractor agrees to both design and build a structure and in which design and construction services may be in sequential or concurrent phases, and which may include finance services, maintenance services, operations services, design services and preconstruction services.

Design Services – architect services, engineer services or landscape architect services.

Director of Procurement – the person acting as Director of the City's Department of Procurement and who has authority to award and revise City solicitations and contracts for construction, construction services, and construction-related services as necessary.

Drawings - the graphic and pictorial portions of the contract, wherever located and whenever issued, showing the configuration, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

Estimate for Payment - a form furnished by the City or an approved form submitted by the Contractor in lieu of city furnished form, and is required to be used when submitting requests for payments for work actually performed and materials supplied during an agreed-to preceding period of time.

Field Order - a written order or directive issued by the City Contract Representative that orders minor changes in the Work.

Final Completion Date - the calendar date when the Work is one hundred percent (100%) complete as determined by the City.

Finance Services – financing services for the Work.

Guaranteed Maximum Price or GMP - the sum of the maximum cost of the Work; the Construction Manager @ Risk's or Design Builder's construction fee; general conditions fee; taxes, bonds, insurance costs; and bid contingency as proposed and approved pursuant to this Agreement. The approved GMP will be made part of this Agreement by executing an amendment or additional amendments for phased construction.

Job-Order-Contracting – a project delivery method in which the contract is a requirements contract for indefinite quantities of construction and in which specified job orders are issued during the contract and may include finance services, maintenance services, operations services, preconstruction services and design services.

Liquidated Damages – a sum set forth in the Contract documents that will be deducted from any monies due to the Contractor, not as a penalty, but in lieu of actual damages for late completion of the work.

Maintenance Services – routine maintenance, repair and replacement of existing facilities, structures, buildings or real property.

Notice to Proceed - a written notice given by the City to the Contractor fixing the date on which the Completion time will commence and upon which the Contractor shall start to perform the Contractor's obligations under the Contract. In the case of a job order, it may also contain the specifications exclusive to the job order as well as consideration for the Contractor.

Operations Services – routine operation of existing facilities, structures, buildings or real property.

Preconstruction Services – services during the design stage of the Work.

Public Inspector(s) - that person or persons provided by the public authorities having code jurisdiction and who perform day-to-day inspections of the Work for compliance with applicable codes.

Schedule of Values - a schedule submitted by the Contractor setting forth the values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City Contract Representative

may require. This schedule must be submitted before the Contractor submits its first application for progress payment and shall be used as a basis for reviewing and approving payments to the Contractor.

Shop Drawings - drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the Contractor to illustrate, in detail, how some portion of the Work shall be fabricated and/or installed, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

Specifications - those portions of the Contract, or Notice to Proceed if a Job Order, consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Substantial Completion – a written declaration of the date upon which the City, in its sole discretion, determines the Work is substantially complete such that the City has beneficial use and/or occupancy. Upon substantial completion, the right of the City to assess liquidated damages for time after the date of substantial completion ceases, except as allowed for failure to meet final completion within thirty days of substantial completion.

Tucson Procurement Code – in addition to applicable State statutes and applicable Federal regulations and requirements, the municipal ordinance that governs the construction services contracting process as well as contract administration processes including the resolution of contract claims, disputes and controversies.

The Work - the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract, or, in the case of a job-order contract, within individual Notices to Proceed. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract and/or Notice to Proceed, as appropriate.

ARTICLE 2. THE CONTRACT DOCUMENTS; THEIR EXECUTION, CORRELATION AND INTENT

2.1 The Contract

2.1.1 The documents in the Contract include any amendments, drawings, change orders and approved Contractor submittals.

2.1.2 The Contract comprises the entire agreement between the City and the Contractor concerning the Work and supersedes any prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by an instrument in writing and fully executed by the authorized parties to the Contract.

2.2 Intent of the Contract Documents

2.2.1 The intent of the Contract is to include all labor, materials, equipment, transportation and all other costs and expenses necessary for the proper execution and completion of the Work by the Contractor.

2.2.2 The Contractor shall take no advantage of any apparent error or omission in the plans, estimated quantities or specifications. In the event the Contractor discovers such an error or omission after contract award, the Contractor shall immediately notify the City Contract Representative. The City Contract Representative shall then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the contract.

2.2.3 The Contract shall be construed in accordance with the laws of the State of Arizona, and all such laws regulating the construction of public works by the City are hereby incorporated herein by reference and made a part hereof.

2.2.4 Materials or work described in words, which have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

2.2.5 The organization of the Contract into divisions, sections or articles is merely for the purpose of convenient reference, and neither the headings nor divisions shall have any legal or Contractual significance and shall not control the division of the Work by the Contractor among the various subcontractor or trades.

2.2.6 The Contractor shall include all utility fees, permits, licenses, etc. including sewer connection fees in each estimate or proposal submitted.

2.3 **Execution**

2.3.1 Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly examined the Contract.

2.4 **Ownership of the Contract Documents**

2.4.1 The Contract, including, but not limited to, the drawings and specifications, is the property of the City and is not to be used by the Contractor or any subcontractor on other projects outside the scope of the Work without the express written consent of the City.

ARTICLE 3. ADMINISTRATION OF THE CONTRACT

3.1 **Lines of Authority and Communications**

3.1.1 The City's Director of Procurement is the City official with overall authority and responsibility for the award and administration of City Contracts. The Director of Procurement or his designated Procurement Department representative after consultation with the City Contract Representative has the ultimate authority to resolve disputes concerning Contract performance and to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the Work.

3.1.2 The City Contract Representative is the designated representative of the particular City department for which the Work is being constructed (the "user department") or the City department which is responsible for the oversight of the work.

3.1.3 Day-to-day administration of the Contract is the responsibility of the City Contract Representative. The City Contract Representative is the City's representative during the prosecution of the Work and shall act as surveillance and technical advisor for the City. The City Contract Representative duties are more fully described in Section 3.2 of this Article.

3.1.4 The Contractor shall supervise and direct the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work, unless the Contract gives other specific instructions concerning these matters. The Contractor's duties and responsibilities are more fully described in Article 4 of these Contract conditions.

3.1.5 Except where the Contract otherwise provides or where direct communication has been specifically authorized, the Contractor shall initially communicate with the City Contract Representative.

3.2 **City Contract Representative's General Authority and Responsibilities**

3.2.1 Unless the Contractor is responsible for the design of the Work, the City Contract Representative shall furnish to the Contractor, free of charge unless it is provided otherwise in the Contract, up to three copies of drawings, specifications and instructions available for the execution of the Work. The City Contract Representative **may** furnish additional clarifications or interpretations in writing or by drawings as may be necessary for the proper progress and execution of the Work. Such additional clarifications and interpretations shall be furnished with reasonable promptness, and the Contractor shall not do work without drawings or written clarifications where needed. All drawings, specifications and copies thereof furnished

by the City Contract Representative are City property. They are not to be used on other work and, with the exception of the signed Contract, and are to be returned to the City Contract Representative at the completion of the Work.

- 3.2.2** The City Contract Representative shall make general surveillance of the Work. By making sufficient periodic visits to the site of the Work, the City Contract Representative will become thoroughly familiar with the progress and quality of completed portions of the Work, and will assess if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract.
- 3.2.3** The City Contract Representative will decide all questions which may arise as to the quality and acceptability of materials furnished and Work performed and as to the rate of progress of the Work, and all questions which may arise as to the interpretation of the drawings and specifications.
- 3.2.4** The City Contract Representative shall have the authority to reject work that is not in conformity with the Contract and to order additional inspections and testing of the Work. The City Contract Representative's failure during the progress of work to discover or reject materials or work not in accordance with the plans, specifications or contract documents shall not be considered an acceptance of the work or materials or a waiver of defects. Neither the failure of the City Contract Representative to properly perform inspections, tests or approvals required by the contract documents nor the activities or duties of the City Contract Representative in the administration of this contract shall relieve the Contractor from the contractor's responsibility for the means, methods, techniques, sequences or scheduling of the construction or the obligation to perform the work in strict accordance with the contract documents.
- 3.2.5** The City Contract Representative shall conduct an initial review of, and approve or deny, written Change Orders submitted by the Contractor, and may prepare Change Orders and provide field clarifications and corrections. All Change Orders shall be approved by the Director of Procurement or his designee prior to any work being done. However, in emergencies endangering life or property, the City Contract Representative may take action and issue orders which are deemed necessary to avert the loss of life or property.
- 3.2.6** The City Contract Representative, pursuant to Article 10 of these General Conditions, shall make recommendations to the Contract Officer as to all claims of the Contractor.
- 3.2.7** The City Contract Representative will review and process the Contractor's monthly Estimates for Payment, as more fully set forth in Article 7 of these General Conditions.
- 3.2.8** The City Contract Representative will conduct inspections to determine the dates of Substantial Completion and Final Completion and will certify such dates to the Contract Officer.
- 3.2.9** The City Contract Representative will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility.

3.3 Public Inspections

- 3.3.1** Unless otherwise specifically provided in the Contract, Public Inspectors who perform day-to-day inspections of the Work for compliance with applicable codes will have authority to require compliance with drawings, specifications and applicable codes, and may provide clarification of any unspecified or unclear item or situation.
- 3.3.2** If the drawings or specifications, laws, ordinances, or any public authority requires any work to be specially tested or approved, the Contractor shall give the City Contract Representative timely notice of its readiness for inspection. If the inspection is by an individual, authority or entity other than the City Contract Representative or the Public Inspectors, the Contractor shall advise the City Contract Representative of the date fixed for such inspection.

3.3.3 All tests, inspections or approvals required to be performed by the City Contract Representative, Public Inspectors, or other authorities or entities shall not relieve the Contractor of their obligation to perform the Work in accordance with the Contract.

3.4 Special Inspections and Testing of Materials

3.4.1 All equipment and materials used in the construction of the Work, especially those upon which the strength and durability of the structure may depend, will be subject to adequate inspection and testing in accordance with accepted standards, to establish conformance with specifications and suitability for the use intended, as determined by the City Contract Representative.

3.4.2 The performance of tests and the engagement of testing laboratories or agencies must have the prior approval of the City Contract Representative. Except as provided in subsection 3.4.3, the City will pay for approved tests and services rendered by the approved laboratory or agency in addition to the Contract price for construction.

3.4.3 When initial tests indicate that any portion of the Work is not in conformance with the Contract because of faulty workmanship, the Contractor shall be required to pay for necessary re-tests. When initial tests indicate that the work is in conformance with the Contract, any re-testing that's ordered by the City shall be paid for by the City.

ARTICLE 4. THE CONTRACTOR'S DUTIES AND RESPONSIBILITIES

4.1 Contractor's Review of Contract Documents and Site Conditions

4.1.1 It shall be the duty of the Contractor to carefully study and compare all drawings, specifications and instructions. If any discrepancies, errors, omissions or inconsistencies are discovered in the drawings or specifications, or between the drawings and specifications, or there are any conflicts between existing site conditions and the requirements of the drawings and specifications, the Contractor shall immediately call all such discrepancies to the attention of the City Contract Representative.

4.1.2 The Contractor shall be required to use, for data and dimensions, figures marked on the drawings in preference to what the drawings may measure to scale; but in the absence of figured dimensions, scale dimensions may be used with the prior written concurrence of the City Contract Representative. The Contractor shall verify all dimensions shown and check all measurements in connection with any present building or buildings, level or grades, walks, driveways or other existing conditions before executing any work. Errors or inconsistencies shall be reported to the City Contract Representative immediately. **It is the responsibility of the Contractor to provide Arizona 811 verification of underground utilities on and off the construction site.**

4.1.3 Change orders will not be issued to cover any cost, loss or expense for additional labor or materials required to rectify any error or inconsistency in the drawings and specifications unless prior notification is given by the Contractor to the City Contract Representative.

4.1.4 The Contractor shall perform the Work in accordance with the Contract and with shop drawings, product data and samples that have been approved by the City Contract Representative.

4.1.5 Notwithstanding the above provisions, if the Contractor is responsible for the design of the Work, the Contractor shall ensure the accuracy and completeness of the drawings, specifications and instructions. If any discrepancies, errors, omissions or inconsistencies are discovered in the drawings or specifications, or between the drawings and specifications, or there are any conflicts between existing site conditions and the requirements of the drawings and specifications, the Contractor shall immediately call all such discrepancies to the attention of the City Contract Representative and shall be responsible for any required corrective action.

4.2 Contractor's Supervision

- 4.2.1** The Contractor shall efficiently and continuously supervise and direct the Work, using its best skill and attention. Unless the Contract specifically provides otherwise, the Contractor shall be solely responsible for and shall exercise control over construction means, methods, techniques and procedures and shall coordinate the sequences of all portions of the Work.
- 4.2.2** The Contractor shall ensure that the key personnel submitted in response to the Request for Qualifications and assigned to this Contract are available throughout the term of the Contract. In the event that the Contractor requests substitution of key personnel, the Contractor shall obtain prior approval from the City for key personnel substitution. The Contractor shall ensure that substituted personnel are equally qualified and capable. Information on the qualifications of proposed substitutes shall be provided to the City for its consideration and approval prior to substitution taking place.
- 4.2.3** The Contractor agrees that it is as fully responsible to the City for the acts and omissions of its subcontractors and of persons, either directly or indirectly employed by the Contractor, as it is for the acts and omissions of persons directly employed by the Contractor.

4.3 Materials and Labor; Warranty

- 4.3.1** Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, equipment, tools, construction equipment and machinery, water, gas, heat, utilities, transportation, and other facilities and services necessary for the execution, completion and delivery of the Work within the specified Completion Time.
- 4.3.2** **The Contractor shall pay all applicable taxes associated with the Work**
- 4.3.3** The Contractor warrants to the City that all materials and equipment furnished under the Contract will be new unless otherwise specified, and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
- 4.3.4** The Contractor shall furnish all materials required to complete the work, except those specified to be furnished by the Agency. The Contractor shall receive, inventory, store, inspect, protect, distribute, and install Agency furnished material unless otherwise specified. The cost of handling and placing all materials after they are delivered to the Contractor shall be considered as included in the contract price for the item in connection with which they are used. The Contractor shall be held responsible for all material delivered to the contractor. Deductions shall be made from any monies due the Contractor to make good any shortages or deficiencies, from any cause whatsoever and for any damage which may occur after such delivery, and for any late delivery charges.
- 4.3.5** The Contractor will be held to furnish all work as specified in the Contract. After a price proposal for the Work has been accepted by the City, changes of brand named, trade named, trademarked, patented articles, or any other substitutions will be allowed only by written order signed by the City Contract Representative. Unless otherwise agreed to via Change Order, the City shall receive all benefits of the difference in costs.
- 4.3.6** Materials not conforming to the requirements of the specifications, whether in place or not, shall be rejected and shall be promptly removed from the site of the work, unless otherwise directed by the City Contract Representative. No rejected material, the defects of which have been corrected, shall be returned to the work site until such time as approval for its use has been given by the City Contract Representative.

4.4 Construction Schedules and Submittals

- 4.4.1** Before commencing the Work, the Contractor shall provide the City Contract Representative with a construction schedule for the Work, fixing the dates at which various pre-determined events shall occur in

order to promote a timely completion of the various parts of the Work in accordance with the Contract. The schedule may be revised from time to time as may be required by conditions of the Work, but shall not exceed time limits, or any extensions thereof, set forth in the Contract or in the individual job order, as appropriate.

- 4.4.2 The Contractor shall prepare and keep current for the City Contract Representative's approval, a schedule of submittals which shall be coordinated with the Contractor's construction schedule and allow the City Contract Representative reasonable time to review such submittals.
- 4.4.3 After review, the City Contract Representative, with reasonable promptness, shall approve these shop or setting drawings, product data, samples and sequences for conformance with the design concept of the project, the approved construction schedule, and other requirements of the Contract.
- 4.4.4 The Contractor shall make any corrections required by the City Contract Representative and re-submit such corrected materials to the City Contract Representative for approval. Any correction or change that will result in a design or function change or in an increase or decrease in the Contract price must also receive the prior approval of the City's Director of Procurement or his designee.
- 4.4.5 The Contractor shall perform no portion of the Work requiring submittal and review of shop drawings, product data, samples or schedules until the respective submittals have been approved by the City Contract Representative, and shall not deviate from such submittals after final approval by the City Contract Representative.
- 4.4.6 As-builts documents must be provided to the City by the Contractor within thirty days of substantial completion. The City reserves the right to withhold final payment until complete as-builts have been received in good order by the City Contract Representative.

4.5 Documents and Samples at the Site

- 4.5.1 Unless otherwise directed by the City's Contract Representative, the Contractor shall maintain at the Work site a complete file of the drawings, specifications, amendments, change orders and other approved modifications, in good order and marked to reflect changes and selections made during construction, together with all approved shop drawings, product data, samples and similar required submittals. Such files shall be made available to the City Contract Representative and Public Inspectors upon request.

4.6 Protection and Use of Site - (Signs, Utilities, Water, Sanitation, Traffic, etc.)

- 4.6.1 The City will provide land, rights-of-way and easements for all work specified in the Contract. The Contractor shall confine their apparatus, the storage of materials and the operations of its workmen to limits indicated by law, ordinances, permits or directions of the City Contract Representative, and shall not unreasonably encumber the premises with their material and equipment.
- 4.6.2 Contractor shall prevent any damage to pipes, sewers, computer and phone lines, conduits or other structures, including public and/or private lawns, gardens, shrubbery and trees encountered in the Work, and shall hold the City harmless from damages for any injury done to such pipes, structures or property during the course of the Work.
- 4.6.3 Work shall be accomplished so that there will be a minimum of traffic interruption and inconvenience, discomfort or damage to the public.
- 4.6.4 The Contractor shall supply safe drinking water for all Contractor employees at the Work site. Water from existing fire hydrants may be made available to the Contractor upon his request to the City's Water Department through the City's Contract Representative. In such cases where the City elects to provide hydrant water, the Contractor will be provided a meter for the fire hydrant and will be charged the City's current rate for all water used. A deposit for the meter will be required by the City's Water Department.

4.6.5 If archaeological, historical or paleontological features are encountered or discovered during any activity related to the Work, the Contractor shall stop work immediately at that location and shall take all reasonable steps to secure the preservation of those features. The City Contract Representative will make arrangements for the proper treatment of the affected portion of the Work site. The Contractor shall not resume work in the affected portion without the prior approval of the City Contract Representative. Extensions in the Completion time for delays resulting from the discovery of archaeological, historical or paleontological features, if such discovery results in a delay to the progress of the Work, may be claimed by the Contractor in accordance with Article 10 of these General Conditions.

4.7 Cleaning Up

4.7.1 The Contractor shall at all times keep the construction site and surrounding area free from accumulations of waste material or rubbish caused by operations under the Contract. Upon completion of the Work, the Contractor shall remove all rubbish, tools, equipment, scaffolding and surplus materials from the site and surrounding areas and leave the area "broom clean" or its equivalent, unless otherwise instructed by the City Contract Representative.

4.7.2 If the Contractor fails to clean up as provided in the Contract, the City may do so and the cost thereof shall be charged against the Contractor.

4.8 Emergencies

4.8.1 In an emergency affecting the safety of life or property, the Contractor, without special instruction or authorization from the City Contract Representative, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury.

4.8.2 Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Contract Representative.

4.8.3 The Contractor shall file with the City Contract Representative the names, addresses and telephone numbers of their employees who can be contacted at any time in case of emergency. These Contractor representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by the City or the Public Inspectors.

4.9 Permits, Fees and Notices

4.9.1 The Contractor shall, at their expense, obtain all necessary permits and licenses for work performed under the Contract, and shall give all necessary notices required by laws, ordinances, rules, regulations and lawful orders of public authorities pertaining to performance of the Work, public health and safety.

4.9.2 If the Contractor knowingly performs work which is not in compliance with such laws, ordinances, rules, regulations or orders, without such notice to the City Contract Representative, the Contractor shall assume full responsibility for such Work and shall bear all costs attributable thereto.

4.10 Royalties and Patents

4.10.1 The Contractor shall pay all royalties and license fees.

4.10.2 The Contractor and the surety shall defend any suit or proceeding brought against the procuring agency, during the prosecution or after the completion of the work, based on a claim that manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, furnished or used under this Contract constitutes an infringement of any patent, trademark, or copyright, and the Contractor shall pay all damages and costs awarded therein, against the procuring agency and any affected third party or political subdivision. If manufacture, sale, or use of said

method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, is in such suit held to constitute infringement and if manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, is enjoined, the Contractor shall, at its own expense, either procure for the procuring agency the right to continue manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, or, subject to Engineer's approval, replace same with noninfringing method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part, or modify it so it becomes noninfringing.

- 4.10.3** If appropriate, the Contractor shall furnish the City Contract Representative satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes, as the case may be.

4.11 Protection of Persons and Property

- 4.11.1** The Contractor shall be responsible for initiating, maintaining, supervising and directing all safety precautions and programs in connection with the performance of the Contract.

- 4.11.2** The Contractor shall be responsible for the protection of all Work until completion and final payment is made, including any material or equipment to be incorporated whether in storage on or off the Work site.

- 4.11.3** The Contractor shall, at their own expense, replace damaged or lost material, or repair damaged parts of the Work or of other property at the work site or adjacent thereto, and the Contractor and their sureties shall be liable therefore.

- 4.11.4** The Contractor shall assume all risks from floods and casualties and shall make no claim for damages for delay from such causes. However, a reasonable extension of time on account of such delays may be allowed, subject to the conditions contained in Article 6 of these General Conditions.

- 4.11.5** In the event the Contractor encounters on the work site material reasonably believed to be a hazardous material, such as asbestos or polychlorinated biphenyl (PCB), the Contractor shall immediately stop work in the area affected and report the condition to the City Contract Representative.

- 4.11.6** The Contractor shall take all necessary precautions for the safety of employees on the work site and other persons who may be affected thereby, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. The Contractor shall erect and properly maintain at all times, as required by the condition and progress of the Work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoist hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials.

- 4.11.7** The Contractor warrants it is fully familiar and shall comply with all of the safety requirements of the Occupational Safety and Health Act (29 U.S.C. Sections 641-678, or as amended or recodified from time to time). Also the Hazard Communication Act relating to the use of hazardous materials (29 C.F.R. 1910-1200, or as amended or recodified from time to time), as promulgated by the Federal Government and as implemented by the State of Arizona, and that it will be solely responsible for all fines and penalties provided for by law for any violation of such Act and, furthermore, shall require all subcontractors to comply with such Acts and with the provisions of this section. Any claims arising out of alleged violations of such Acts are covered by the indemnification set forth in Section 4.12.

4.12 Indemnification and Insurance

- 4.12.1** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson and the Regional Transportation Authority (RTA) its agents, representatives, officers, directors, officials and employees from and against all allegations, demands,

proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, but only to the extent caused by negligence, recklessness or intentional wrongful conduct including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees, provided, however, that this duty to indemnify, hold harmless and defend shall not include losses, damages, claims, liabilities, costs and expenses to the extent arising from the acts or omissions of the City. If Contractor or any of Contractor's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the City, the Contractor shall indemnify the City from and shall pay any assessed tax penalty.

4.12.2 The Contractor Agrees to:

- .1 Obtain insurance coverage of the types and amounts required in this subsection and keep such insurance coverage in force throughout the life of the Contract. The Contractor will provide satisfactory certificates of the required coverage to the Contracting Officer before beginning the Work. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation or reduction in coverage in any policy.
- .2 Include the City and RTA as an additional insured on the General Liability Insurance and Automobile Liability Insurance policies with respect to liability arising out of the performance of the Work. The Contractor agrees that the insurance required hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- .3 Provide and maintain minimum insurance coverage as follows:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Project	\$2,000,000
Products & Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*¹	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
IV. Professional Liability (Errors & Omissions) - In addition to I, II, III (Licensed, registered or certified individuals expected to follow usual and customary standards of their profession i.e., Architects, Construction Managers @ Risk, Financial Services, Engineers, Physicians, Attorneys, Insurance Agents, Interpreters, consultants)	Not Applicable To Non-Design Contracts
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

*¹ Independent Contractor/Sole Proprietor designation is given to those who desire to waive their rights for worker compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). Please use the Sole Proprietor/Independent form

[] Checked If applicable:

Builder's Risk

Contract Value

Insurance including:

(Less site preparation)

Fire, Extended Coverage, Vandalism
and Malicious Mischief, and Theft.

Builder's Risk insurance shall be required on all vertical construction.

The City reserves the right, at its sole option, to furnish the Builder's Risk Insurance at the City's expense in the event that the City exercises such right, Contractor shall reduce General Conditions and overhead accordingly.

- .4 In the event any of the Work is subcontracted, the Contractor shall require the subcontractor to provide Workers' Compensation insurance for all of the subcontractor's employees engaged in the Work, unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation insurance. In case any class of employees engaged in hazardous work under the Contract is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's general liability insurance for the protection of such of their employees as are not otherwise protected.

ARTICLE 5. SUBCONTRACTS AND SEPARATE CONTRACTS

5.1 Subcontracts

- 5.1.1** The Contractor shall ensure that the assigned to this Contract are available throughout the term of the Contract. In the event that the Contractor requests substitution of subcontractors, the Contractor shall obtain prior approval from the City for subcontractor substitution. The Contractor shall ensure that substituted subcontractors are equally qualified and capable. Information on the qualifications of proposed substitutes shall be provided to the City for its consideration and approval prior to substitution taking place.
- 5.1.2** In job-order-contracting, by appropriate written agreement, the Contractor agrees that each subcontractor has been notified in writing of the negotiated amount or coefficient agreed to for billing purposes. Furthermore, by appropriate written agreement, the Contractor agrees that each subcontractor shall be bound to the Contractor by the terms of this Contract. In the event of a conflict between the substance of a written subcontract and the language of this Contract, the language of this Contract shall prevail.
- 5.1.3** Contractor shall ensure that each subcontract shall preserve and protect the rights of the City under the Contract with respect to the work to be performed by the subcontractor. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with sub-subcontractors. In this connection, the Contractor shall make available to each subcontractor, prior to execution of any subcontract, copies of the Contract provisions to which the subcontractor will be bound. Subcontractors shall also make copies of applicable portions of the Contract available to their respective subcontractors.
- 5.1.4** Each subcontract will require the subcontractor to submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment to the City in a timely manner, including any claims for extras, extensions of time, and damages for delays or otherwise to the Contractor in the manner provided in the Contract for like claims by the Contractor upon the City.
- 5.1.5** The Contractor further agrees:

- .1 To be bound to the subcontractor by all the obligations that the City assumes to the Contractor under this Contract, and by all provisions thereof affording remedies and redress to the Contractor from the City.
 - .2 To promptly pay the subcontractor in accordance with applicable State statute.
 - .3 That, at all times, the subcontractors' total payments shall be proportionate to the value of the labor and materials provided by them. Payment may be preconditioned upon the subcontractors providing the Contractor with requested significant partial or final lien waivers.
 - .4 To pay the subcontractor to such extent as may be provided by the Contract or the subcontract, if either of these provides for earlier or larger payments than the above.
 - .5 To ensure timely payment to subcontractors for their work as performed and for materials fixed in place, less any applicable retention, despite any delay by the City in making payments to the Contractor for any cause not the fault of the subcontractor.
 - .6 To share or forward, as appropriate, with its subcontractors or, as appropriate, with the City, any fire insurance money received by the Contractor under the insurance provisions of the Contract.
 - .7 That no claim for services rendered or materials furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
 - .8 To give the subcontractor an opportunity to be present and to submit evidence in any Contractual claim, controversy or dispute.
- 5.1.6** Nothing in this Article shall create any obligation on the part of the City to pay to, or to see to the payment of, any sums to any subcontractor, except as may otherwise be required by law.
- 5.1.7** Each subcontract agreement for a portion of the Work is hereby assignable by the Contractor to the City provided that:
- .1 Assignment is effective at the sole option of the City and only upon termination of the Contract for cause pursuant to Article 9 of these General Conditions, and only for those subcontract agreements which the City determines to accept by notifying the subcontractor in writing, and
 - .2 Assignment is subject to the prior rights of the surety obligated under the Bonds relating to the Contract.
- 5.2** **Separate Contracts**
- 5.2.1** The City reserves the right to perform construction or operations related to the Work with the City's own forces and to let separate Contracts in connection with other portions of the Work or other construction or operations on the Work site.
- 5.2.2** The Contractor shall afford other Contractors on the Work site reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.
- 5.2.3** The City Contract Representative shall coordinate the activities of the City's own forces and of each separate Contractor with the work of the Contractor. The Contractor and all other Contractors on the Work site shall be required to review their construction schedules and cooperate with the City Contract Representative in coordinating the various portions of the Work with the schedules of such separate contractors.

- 5.2.4** If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the City Contract Representative any defects in such work that render it unsuitable for continuance of the Contractor's Work. Failure to inspect and report may constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's Work, except as to defects not then reasonably discoverable.
- 5.2.5** Costs caused by the Contractor because of delays or by improperly timed activities or defective construction shall be borne solely by the Contractor.
- 5.2.6** If the Contractor causes damage to any separate contractor on the site, the Contractor, upon due notice, agrees to settle with such separate contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the City on account of any damage alleged to have been so sustained, the City shall notify the Contractor, who shall defend such proceedings and, if any judgment against the City arises therefrom, the Contractor shall pay or satisfy it.
- 5.2.7** Should separate contractors on the Work cause any damage, cost or loss to the Contractor, the City shall not be held responsible or liable therefore in any way other than extensions of completion time in accordance with Article 6 of these General Conditions.

ARTICLE 6. TIME FACTORS; LIQUIDATED DAMAGES

6.1 Time

- 6.1.1** Unless otherwise provided in the Contract, the Completion Time is the number of calendar days, including authorized time extensions, specified for completion of the Work.
- 6.1.2** Completion Time shall commence on the day specified in the Notice to Proceed. The date shall not be postponed on account of the failure of the Contractor, or of any of its subcontractors to take any action required to commence the Work.
- 6.1.3** The date of Substantial Completion is the date certified by the City Contract Representative pursuant to Subsection 7.4.1 of Article 7 of these General Conditions. It is expressly agreed that the time for completion is a reasonable time, considering average climatic conditions and usual industrial conditions prevailing in the Tucson area.
- 6.1.4** The term "day" as used in the Contract shall mean calendar day.
- 6.1.5** By execution of the Contract documents, or by concurrence with the Notice to Proceed in the case of a job order, the Contractor acknowledges that the time described is a reasonable period for a competent Contractor to complete the Work.
- 6.1.6** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the agreed upon time frame. If the Contractor is delayed on any portion of the Work for any reason whatsoever, it shall expeditiously proceed on other portions of the Work which are not affected by such delay.

6.2 Liquidated Damages

- 6.2.1** The amount of liquidated damages shall be as specified in the Contract documents, or, in the case of a job-order, in the Notice to Proceed.
- 6.2.2** The Contractor has been put on notice that the City shall enforce the liquidated damages set forth in the Contract documents or Notice to Proceed.

- 6.2.3** The Contractor agrees that the City will incur damages if the Contractor fails to complete the Work within the Completion time or any approved extensions thereof and that the liquidated damages specified in the Contract or, in the case of a job-order, in the Notice to Proceed, represents a fair and equitable approximation of the City's damages.
- 6.2.4** Each calendar day that the Contractor shall fail to achieve Substantial Completion after the calendar date agreed to for the completion of the Work provided for in the Contract, the sum set forth in the Contract documents will be deducted from any monies due the Contractor, not as penalty, but as liquidated damages; provided however, that due account will be taken of any adjustments of the Completion time for the completion of the work allowed under the Contract.
- 6.2.5** Permission allowing the Contractor to continue and finish any part of the Work after the time fixed for its completion or after the date to which the time for completion may have been extended shall in no way operate as a waiver on the part of the City of any of its rights under the Contract.
- 6.2.6** Once substantial completion is granted, the Contractor shall achieve final completion within thirty (30) calendar days, unless otherwise agreed upon. If final completion does not occur within the agreed upon number of days, liquidated damages will commence on the first day after the agreed days, until final completion occurs.

6.3 **Delays and Time Extensions**

- 6.3.1** It is agreed that the City's only liability for any delay from any cause shall be limited to granting a time extension to the Contractor and that no extended general conditions for any delay will be applicable unless agreed to by the City. There is no other obligation, express or implied, on the part of the City to the Contractor for delay from any cause.

6.3.2 **Force Majeure**

- .1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the parties affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a sub-contractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
- .2 If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall immediately notify the other party in writing of such delay of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 6.3.3** The completion time shall be extended when delay in completion of the Work by either the Contractor or the subcontractors is due to any preference, priority or allocation order duly issued by the Federal Government.
- 6.3.4** Time extensions shall only be granted for delays caused by the City, changes authorized in accordance with Article 8 of this agreement, or delays pursuant to sections 6.3.2 and 6.3.3.
- 6.3.5** Should a dispute arise between the Contractor and the City regarding a delay or time extension, the Contractor shall continue progress on the Work until the dispute is resolved.

ARTICLE 7. PAYMENTS TO THE CONTRACTOR

7.1 Contract Price; Request for Payment; Schedule of Values

7.1.1 The Contract amount or coefficient stated in the Contract documents or, in the case of a job order, in the Notice to Proceed, plus or minus any authorized adjustments, is the amount payable by the City to the Contractor for performance of the Work under the Contract or for a specific job order.

7.1.2 During the course of construction, the Contractor shall request payment for work actually performed during the preceding month or some other time period as mutually agreed to, using "ESTIMATE FOR PAYMENT" forms, which are furnished by the City or a City approved form submitted by the Contractor. Completed forms shall be submitted to the City Contract Representative. A schedule of values and an updated project schedule shall accompany the request for payment.

7.2 Certification and Payment

7.2.1 The City by mutual agreement may make progress payments on Contracts of less than ninety days and shall make monthly progress payments on all other Contracts as provided for in this paragraph. Payment to the Contractor on the basis of a duly certified and approved estimate for payment of the work performed during the preceding calendar month under the Contract may include payment for material and equipment. An estimate of the work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the City or the City's designee prepares and issues a specific written finding setting forth those items in detail in the estimate of the work that are not approved for payment under the Contract. The City may withhold an amount from the progress payment sufficient to pay the expenses the City reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before fourteen days after the estimate of the work is certified and approved. The estimate of the work shall be deemed received by the City on submission to any person designated by the City for the submission, review or approval of the estimate of the work.

7.2.2 On completion and acceptance of each separate building, public work or other division of the Contract on which the price is stated separately in the Contract, except as qualified in paragraph 7.2.5, payment may be made in full, less authorized deductions. In preparing estimates, the material and equipment delivered on the site to be incorporated in the job shall be taken into consideration in determining the estimated value by the architect, engineer or other person, as specified in the Contract.

7.2.3 The Contractor shall pay to the Contractor's subcontractors or material suppliers and each subcontractor shall pay to the subcontractor's subcontractor or material supplier, within seven days of receipt of each progress payment, unless otherwise agreed in writing by the parties, the respective amounts allowed the Contractor or subcontractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest, except that no Contract for construction services may materially alter the rights of any Contractor, subcontractor or material supplier to receive prompt and timely payment as provided under this section. The payments to subcontractors or material suppliers shall be based on payments received pursuant to this section. Any diversion by the Contractor or subcontractor of payments received for work performed on a Contract, or failure to reasonably account for the application or use of those payments, constitutes grounds for disciplinary action by the Registrar of Contractors. The subcontractor or material supplier shall notify the Registrar of Contractors and the City in writing of any payment less than the amount or percentage approved for the class or item of work as set forth in this section.

7.2.4 A subcontractor may notify the City in writing requesting that the subcontractor be notified by the City in writing within five days from payment of each progress payment made to the Contractor. The subcontractor's request remains in effect for the duration of the subcontractor's work on the project.

7.2.5. Nothing in this section prevents the Contractor or subcontractor, at the time of application and certification to the City or Contractor, from withholding the application and certification to the City or Contractor for payment to the subcontractor or material supplier for unsatisfactory job progress, defective construction work or materials not remedied, disputed work or materials, third party claims filed or reasonable evidence

that a claim will be filed, failure of a subcontractor to make timely payments for labor, equipment and materials, damage to the Contractor or another subcontractor, reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum or a reasonable amount for retention.

7.2.6 If any payment to a Contractor is delayed after the date due interest shall be paid at the rate of one per cent per month or fraction of a month on the unpaid balance as may be due.

7.2.7 If any periodic or final payment to a subcontractor is delayed by more than seven days after receipt of the periodic or final payment by the Contractor or subcontractor, the Contractor or subcontractor shall pay the subcontractor or material supplier interest, beginning on the eighth day, at the rate of one per cent per month or fraction of a month on the unpaid balance as may be due.

7.2.8 Notwithstanding anything to the contrary in this section, this section applies only to amounts payable in a construction services Contract for construction and does not apply to amounts payable in a construction services Contract for design services, preconstruction services, finance services, maintenance services, operations services and other related services.

7.2.9 The City Contract Representative, with reasonable dispatch, will review the contents of the ESTIMATE FOR PAYMENT submitted by the Contractor, determine the sufficiency of the estimate, satisfy himself that the City has received full value, certify the estimate and submit it through normal channels for payment.

7.2.10 Neither the certification nor payment made to the Contractor, nor partial or entire use or occupancy of the Work by the City shall constitute an acceptance of any portion of the Work.

7.3 Payment Withheld

7.3.1 If the City Contract Representative is unable to certify a request for payment in whole or in part because, after observing the Work and the data comprising the ESTIMATE FOR PAYMENT, the City Contract Representative determines that the Work has not progressed or the quality of the Work is not in accordance with the Contract, the City Contract Representative shall promptly notify the Contractor. If the City Contract Representative and the Contractor cannot agree on a revised amount, the City Contract Representative will promptly issue a certificate for payment in an amount they determines is justified.

7.3.2 The City Contract Representative or other City official, as a result of subsequently discovered evidence, may also withhold or nullify the whole or a part of any certification to such extent as may be necessary to protect the City from loss on account of:

- .1 Defective work not remedied.
- .2 Third party claims filed or reasonable evidence indicating probable filing of such claims.
- .3 Failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment.
- .4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract amount, or reasonable evidence that the Work will not be completed within the Completion time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.
- .5 Damage to another contractor or to the City.
- .6 Damage to the real or personal property of another and failure to repair or replace the same.
- .7 Persistent failure to carry out the Work in accordance with the Contract.

7.3.3 When the grounds for withholding payment have been corrected to the satisfaction of the City Contract Representative or other City official concerned, the City shall proceed to process any amounts due.

7.4 Substantial Completion

7.4.1 When the Contractor considers that the Work, or a portion thereof which the City has agreed to accept separately, is ready for its intended use, it shall notify the City Contract Representative in writing that the Work, or the agreed upon portion thereof, is substantially complete and request the City Contract Representative to issue a Certificate of Substantial Completion. Within a reasonable time thereafter, the City Contract Representative will make an inspection of the Work, or the designated portion thereof, to determine the status of completion. If the inspection discloses any item that is not in accordance with the Contract, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. The Contractor shall then submit a request for a re-inspection by the City Contract Representative. When the Work or designated portion thereof is determined to be substantially complete, the City Contract Representative will prepare a Certificate of Substantial Completion for signature of the parties, fixing therein the date of Substantial Completion and establishing the responsibilities of the City and Contractor, pending final payment by the City, for security, maintenance, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall finish all items on the punch list attached to the certificate.

7.4.2 Warranties required by the Contract shall commence on the date of Final Completion for a period of two years, except where a specific provision of the Contract provides otherwise.

7.5 Final Completion and Final Payment

7.5.1 Upon receipt of notice from the Contractor that the Work is ready for final inspection and upon receipt of a request for final payment, the City Contract Representative will determine that all items on the punch list have been completed or corrected and the City will make payment for such work or portion thereof as provided for in the Contract.

7.6 Consent of Surety

7.6.1 Final payment shall become due when the Contractor provides to the Contract Officer a Consent of Surety Certificate from their bonding company, or lien waivers, at the Contract Officer's discretion and all completed as-built drawings.

7.7 Partial Utilization

7.7.1 The City may occupy or use any portion of the Work which the City and the Contractor agree constitutes a separately functioning and usable part of the Work that can be used by the City without significant interference with the Contractor's performance of the remainder of the Work. Such use or occupancy may commence whether or not the portion is substantially complete, provided the City and the Contractor have accepted in writing their mutual responsibilities regarding the used portion, including but not limited to insurance coverage, maintenance and utilities.

7.7.2 Partial use or occupancy of the Work by the City shall not constitute acceptance of Work not complying with the requirements of the Contract.

ARTICLE 8. UNCOVERING AND CORRECTION OF WORK; CHANGES IN THE WORK

8.1 Uncovering of Work

8.1.1 Piping, wiring, ducts, etc., shall not be covered up before proper inspection, approval and certificates, if required, are issued. Should any work that is designated for inspection by the City Contract Representative or the Contract before covering is covered before such inspection, it must be uncovered by the Contractor at their expense when examination is ordered by the City Contract Representative.

8.1.2 If a portion of the Work not designated by the City Contract Representative or the Contract for inspection has been covered and the City Contract Representative or a Public Inspector orders such work uncovered for inspection, the Contractor shall immediately uncover such work. If such uncovered work is found to be in accordance with the Contract, an appropriate Change Order shall be issued to compensate the Contractor for the expense of uncovering and replacing the work. If such work is found to be not in compliance with the Contract, the Contractor shall pay such costs, unless the condition was caused by the City or a separate Contractor.

8.1.3 The City shall not be responsible for or bear the cost of any re-examination and replacement occasioned by defects in the work caused by subcontractors.

8.2 Correction of Work

8.2.1 Correction of Work Before Final Payment: The Contractor shall promptly remove from the site of the Work all materials and/or associated portions of the Work rejected by the City Contract Representative as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract, without expense to the City, and shall bear the expense of making good the work of other contractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such rejected Work and/or materials within a reasonable time, fixed by written notice, the City may remove it and may store the materials at the expense of the Contractor.

8.2.2 Should the Contractor fail to repair such defective material and/or workmanship or to make replacements within five (5) calendar days after written notice by the City, it is agreed that the City may, at its sole discretion, make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor or his surety.

8.3 Changes in the Work

8.3.1 The City Contract Representative may order extra work or make changes by altering, adding to or deducting from the Work, the Contract price being adjusted accordingly by Change Order without invalidating the Contract. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

8.3.2 If, instead of requiring corrections or removal of work not conforming to the requirements of the contract, the work is determined to be acceptable with diminished value in the sole judgment of the City Contract Representative, a change order shall be issued incorporating the necessary revisions in the contract, including an appropriate reduction in the contract price. Such a change order does not require the signature or approval of the Contractor. Such acceptance of non-conforming work shall not constitute a waiver of any other work required under this contract.

8.3.3 The value of any extra work or change ordered under the Contract shall be determined in one or more of the following ways:

- .1 By estimate and acceptance in a lump sum.
- .2 By unit prices in the Contract or subsequently agreed upon prices.
- .3 By a fixed fee.

ARTICLE 9. SUSPENSION OR TERMINATION OF THE WORK

9.1 Suspension of the Work for Cause; City's Right to Perform the Work

9.1.1 If the Contractor fails to correct Work which is not in accordance with the Contract, or persistently fails to carry out the Work in accordance with the Contract, the Contract Officer, after consultation with the City Contract Representative, may order the Contractor in writing to stop the Work, or any portion of the Work, until the cause for such order has been eliminated.

9.1.2 If the Contractor fails to prosecute the Work properly or fails to perform any provision of this Contract, the City may, five (5) days after written notice to the Contractor, and without prejudice to any other remedy the City may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor and its surety shall be liable to the City for such deficiency.

9.2 Termination by the City for Cause

9.2.1 The City, upon certification by the City Contract Representative, without prejudice to any other right or remedy of the City and after giving the Contractor seven (7) days written notice, may terminate this Contract as to all or any part of the Work for any of the following reasons:

- .1 If the Contractor abandons the Work, or unnecessarily delays the Work.
- .2 If the Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials or competent subcontractor.
- .3 If the Contractor fails to make payment to subcontractor for materials or labor in accordance with the respective agreements between the Contractor and the subcontractor or as expressly set forth herein.
4. If the Contractor persistently disregards laws, ordinance, or rules, regulations, or orders of a public authority having jurisdiction, or persistently violates the conditions or covenants of the Contract.
- .5 If the Contractor should be adjudged bankrupt.
- .6 If the Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency.
- .7 If the Contractor is otherwise in substantial breach of a provision of the Contract as determined by the City.

9.2.2 Upon termination of the Contract for any of the above reasons, the City, subject to any prior rights of the surety, may:

- .1 Take possession of the Work and of all materials, equipment, tools, and construction equipment and machinery at the Work site or adjacent thereto belonging to the Contractor.
- .2 Accept assignment of subcontracts pursuant to Subsection 5.1.8 of Article 5 of these General Conditions.
- .3 Finish the Work by whatever reasonable method the City may deem expedient. In completing the Work by a new contractor or by doing the Work itself, the City may use such equipment, materials, supplies, machinery, implements, tools and plant of the Contractor in the City's possession and may make all necessary repairs and replacements thereto.

9.2.3 If the City terminates the Contract for one of the reasons stated in Subsection 9.2.1, the Contractor shall not be entitled to receive any further payment.

9.2.4 The cost of fully completing the Work provided for under any new contract shall include the sum or sums of money to be paid by the City to other Contractors, all costs of repairs and replacements of machinery, implements, tools and plant of the Contractor hereunder, and also all sums of money paid for additional management and administrative services, including but not limited to the cost of the City Contract Representative's additional services and added expenses made necessary by the termination of the Contract.

9.2.5 If the unpaid balance of the Contract price exceeds costs of finishing the Work, such excess may, at the City's discretion, be paid to the Contractor. If such costs exceed the unpaid balance, the City may sell all materials, supplies, machinery, implements, tools and plant of the Contractor's then on hand, at public sale, on giving the Contractor twenty (20) days notice of the time and place of such sale, and the net proceeds derived from the sale of said property shall be applied against such costs. Should the amount received from the sale be insufficient to pay such deficiency, the Contractor and its surety shall be liable to pay the amount of the deficiency.

9.3 Suspension by the City for Convenience

9.3.1 The City may, without cause, order the Contractor in writing to suspend or interrupt the Work in whole or in part for such period of time as the City may determine whenever such suspension or interruption would be in the best interest of the City.

9.3.2 If the City suspends the Work for convenience, an adjustment shall be made for substantiated increases in the cost of performance of the Contract, if any, including profit on the increased cost of performance, caused by suspension or interruption. No adjustment shall be made to the extent:

- .1 That performance is, was or would have been so suspended or interrupted by another cause for which the Contractor is responsible, or
- .2 That an equitable adjustment is made or denied by the City.

9.4 Termination by the City for Convenience

9.4.1 The performance of the Work under this Contract may be terminated by the City, in whole or in part, in accordance with this clause whenever the City reasonably determines that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of the Work is terminated, and the date upon which such termination becomes effective.

9.4.2 If the Contract is terminated by the City as provided herein, the Contractor shall receive compensation for any Work performed and accepted, together with profit in proportion to the Work performed and accepted. The compensation shall include payment for contractual obligations reasonably incurred prior to termination. No amount shall be allowed for anticipated profit on unperformed Work.

9.4.3 In the event the City terminates the Work, in whole or in part, for cause pursuant to Section 9.2 of this Article 9 and the termination is later deemed to be unjustified, then such termination shall be automatically deemed a termination for convenience and the provisions of this Section 9.4 shall apply.

9.4.4 Termination of the Contract or portion thereof by the City for convenience shall not relieve the Contractor of their contractual responsibilities for the Work completed, nor shall it relieve the surety of its obligation for and concerning any just claim arising out of the Work completed.

9.5 Contractor's Right to Terminate Contract

9.5.1 The Contractor may terminate the Contract for any of the following reasons:

- .1 If the Work should be stopped under an order of any court of competent jurisdiction or other public authority for a period in excess of one (1) month through no act or fault of the Contractor or of anyone directly or indirectly employed by him.
 - .2 If the City has failed to pay the Contractor within sixty (60) days after the date when any sum is certified for payment by the City Contract Representative, or
 - .3 If repeated suspensions or interruptions ordered by the City pursuant to Section 9.3 total in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less.
- 9.5.2** If one of the above reasons exists, the Contractor may, upon seven (7) additional days, written notice to the City Contract Representative, stop Work and terminate the Contract and recover payment from the City for all Work executed and accepted by the City and any loss sustained upon any plant or materials and reasonable profit and damages.

ARTICLE 10. CLAIMS AND DISPUTES

10.1 City Contract Representative's Resolution of Claims and Disputes; Review by Contract Officer

- 10.1.1** This Article relates to claims for additional compensation and any other differences between the parties arising under and by virtue of the Contract. Such claims are to be resolved at the earliest possible time and at the first responsible level so as to increase the possibility that such matters will be resolved without the vexation of an administrative hearing process, arbitration or litigation.
- 10.1.2** All claims, including but not limited to, claims relating to adjustments or interpretations of the Contract, payments of money, or other relief with respect to the terms of the Contract, shall be referred initially in writing to the City Contract Representative for action. The responsibility to substantiate claims shall rest with the party making the claim.
- 10.1.3** Claims by either party must be made within twenty-one (21) days after the event giving rise to the claim or within twenty-one (21) days after the claimant first becomes aware of the condition giving rise to the claim, whichever is later.
- 10.1.4** Pending final resolution of a claim, the Contractor shall proceed diligently with performance of the Contract and the City shall continue to make payments in accordance with the Contract.
- 10.1.5** The City Contract Representative shall, within twenty-one (21) days of receipt of a claim, issue one of the following:
- (1) Issue a decision either rejecting or approving the claim.
 - (2) Suggest an equitable compromise of the claim.
 - (3) Provide a schedule to the Contractor indicating when they expect to be able to take action, which shall be within a reasonable time.
- 10.1.6** The City Contract Representative may require the submission of additional documentation from the Contractor to facilitate a decision.
- 10.1.7** The Contractor shall have ten (10) days from the date of the City Contract Representative's final decision rejecting or approving a claim, or suggesting a compromise, within which to accept or object to the decision. Failure of the Contractor to accept or object to the decision in writing within such ten (10) day period shall be deemed an acceptance of the decision. If the Contractor rejects the decision of the City Contract Representative in writing within such ten (10) day period, the matter shall be referred to the Contract Officer for de novo review.

- 10.1.8** The Contract Officer shall have sixty (60) days from receipt of a written objection by the Contractor to the City Contract Representative's final decision, or such longer period as the parties may stipulate in writing, to review the matter and issue a response in accordance with Article IX of the Tucson Procurement Code. During such period, the Contract Officer may require such additional documentation or testimony as deemed necessary to support his/her response.

ARTICLE 11. MISCELLANEOUS PROVISIONS

11.1 Governing Law

- 11.1.1** The Contract shall be governed and construed according to the laws of the Tucson City Code and the State of Arizona.

11.2 Written Notice

- 11.2.1** Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last known business address known to the party giving notice.

11.3 Conflict of Interest

- 11.3.1** The City shall also have the right to terminate this Contract pursuant to the conflict-of-interest provisions of A.R.S. Sec. 38-511 and to exercise any and all remedies provided in such statute. The City may cancel this Contract if any person significantly involved in negotiating, drafting, securing or obtaining this Contract for or on behalf of the City of Tucson becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Contract.

11.4 Independent Contractor

- 11.4.1** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose

- 11.4.2** The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees

11.5 Gratuities

- 11.5.1** The City may, by written notice to the Contractor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such contract. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

11.6 Provisions Required By Law

- 11.6.1** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

11.7 Severability

11.7.1 The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

11.8 Interpretation – Parol Evidence

11.8.1 This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

11.9 Rights and Remedies

No provision in this document or in the Contractor's response shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

11.10 Right to Assurance

Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.

APPENDIX B

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20 _____,
by and between the City of Tucson, a municipal corporation organized and existing

under the laws of the State of Arizona, hereinafter called the "City", and _____

of the City of _____, County of _____, and State of _____ hereinafter called the "Contractor".

WITNESSETH: That the Contractor and the City, in consideration of the mutual covenants herein contained, agree as follows:

12.1 Project and Contract Price

12.1.1 Contract Name: <<Contract Name>>

Contract Number: <<Contract Number>>

Description:

Term:

12.1.2 Pricing

12.2 Notice to Proceed, Completion Time, and Liquidated Damages

12.2.1 It is agreed that the City Representative will issue the Notice To Proceed with the Work to be performed under this Contract within twenty (20) consecutive calendar days after the date of execution of this Agreement, except in job order contracts where a separate Notice to Proceed will be issued for each individual job order.

12.2.2 The Contractor agrees that the Work shall be prosecuted promptly, regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly agreed that the time for completion is a reasonable time, considering average climatic conditions and usual industrial conditions prevailing in the Tucson area.

12.2.3 Liquidated Damages. Completion times will be specified in the Notice to Proceed. Applicable liquidated damages shall be assessed for each day the Work remains incomplete after the scheduled completion date. This amount is agreed upon because of the impracticability and extreme difficulty of ascertaining the actual damages the City will sustain on account of late completion.

12.3 Miscellaneous

12.3.1 Guarantee. The Contractor shall guarantee all work under this Agreement against defects of material and workmanship for a minimum of two years from the date of Final Completion.

12.3.2 Assignment. Neither party to this Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the City.

12.3.3 Contract Documents. The following listed documents constitute the Contract Documents and they are all as fully a part of this Agreement as if repeated herein:

- 1.Any and all Amendments, Supplementary General Conditions and Special Requirements included herein.
- 2.This Agreement.
- 3.Standard Terms & Conditions or General Conditions for Construction
- 4.Construction Specifications, including any and all Standard, Special, Technical, and Supplementary Specifications included herein.
- 5.Drawings, Sheets 1 to _____ inclusive.
- 6.SBE/DBE Plan, if applicable
- 7.Performance and Payment Bonds
8. Insurance Requirements

12.3.4 Precedence. In the event of any inconsistency between any of the terms of the documents enumerated above, such inconsistency shall be resolved by giving precedent to the terms of the above documents in the order listed. Anything in these Contract Documents to the contrary notwithstanding, the provisions of all pertinent general public laws of the State of Arizona in effect at the time of the execution of this Agreement shall be a part of the Agreement between the parties and shall take precedence over all of the other Contract Documents.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date and year first written above.

CITY OF TUCSON, a municipal corporation

By: _____
As Procurement Director and Not Personally

Contractor

By: _____

Title: _____

APPROVED AS TO FORM this _____
day of _____, 20 _____

As City Attorney and not personally

NOTE: The City's Contract Representative is:

<ContractRepresentative><ContractRepNumber>

FORMS

STATUTORY PERFORMANCE BOND

(Penalty of this bond must be 100% of the specified Contract amount.)

KNOW ALL MEN BY THESE PRESENTS: That the City of Tucson, Arizona, a municipal

corporation, by action of the Purchasing Agent on _____, 20____

has awarded to _____

hereinafter designated as the "Principal", a Contract for the construction of _____

which Contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein;
and

WHEREAS, said Principal is required under the terms of said Contract, and the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we the Principal and _____

a corporation organized and existing under the laws of the State of _____

with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Tucson, a municipal corporation, (hereinafter called the Oblige), in the penal amount of _____

_____ Dollars (\$_____),

for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article to the extent as if it were copied at length herein.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the court of a judge thereof.

IN WITNESS WHEREOF two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named, on the _____ day of _____ 20 ____.

Principal

By _____

ATTEST:

Title

Surety

By _____
Attorney in Fact

Agency of Record

Agency Address

City and State

ATTEST:

Title

APPROVED AS TO FORM THIS _____

DAY OF _____, 20 _____.

City Attorney

NOTE: A certified copy of Power of Attorney of the persons signing for the Surety Company must be filed with the Bond. In the event the Power of Attorney attached hereto is revoked, the Surety shall notify the city Clerk directly in writing. Said Power of Attorney shall remain in full force and effect until such direct notice is given to the City.

STATUTORY PAYMENT BOND

(Penalty of bond must be 100% of the specified Contract Amount.)

KNOW ALL MEN BY THESE PRESENTS:

That _____,

as Principal, and _____

as Surety, are held and firmly bound unto the City of Tucson, Arizona, a municipal

corporation (hereinafter called the Obligee), in the penal sum of _____

_____ Dollars (\$_____), for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with said Obligee

dated _____, 20 _____, hereinafter called the Contract, for _____

_____ which Contract shall be deemed a part hereof as fully as if set forth herein, and under the terms thereof the Principal has agreed to furnish a bond such as herein set forth;

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall promptly pay all moneys due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said Contract, or in any amendment or extension of or addition to said Contract, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond having been required of the said Principal in order to comply with the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, all rights and remedies on this bond shall insure solely to such persons and shall be determined in accordance with the provisions, conditions and limitations of said Title, Chapter and Article, to the same extent as if they were copied at length herein.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the court or a judge thereof.

IN WITNESS WHEREOF two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed

by the Principal and Surety named, on the _____ day of _____, 20 _____.

Principal

By _____

ATTEST:

Title

By

Surety

Attorney in Fact

Agency of Record

Agency Address

City and State

ATTEST:

Title

APPROVED AS TO FORM THIS _____ DAY OF _____, 20 _____.

City Attorney

NOTE: A certified copy of Power of Attorney of the persons signing for the Surety Company must be filed with the Bond. In the event the Power of Attorney attached hereto is revoked, the Surety shall notify the city Clerk directly in writing. Said Power of Attorney shall remain in full force and effect until such direct notice is given to the City.

CONSENT OF SURETY TO FINAL PAYMENT

The undersigned Surety (hereinafter "Surety"), having provided the City of Tucson (hereinafter "City") with a payment bond for the payment of labor and material provided to the

Contractor _____

(hereinafter "Contractor") in connection with City of Tucson Contract No. _____
(hereinafter the "Project") hereby consents to final payment.

Surety further releases City from all claims, past, present, future, known or unknown which it may assert or could have asserted against City as a result of City's final payment.

This release is only intended to relieve City of any liability or responsibility in connection with final payment to the Contractor in connection with the Project and shall in no way be construed to relieve Surety of any obligation under the payment bond issued for the Project.

IN WITNESS WHEREOF, the Surety has executed this instrument this _____ day of _____, 20 _____.

SURETY

Authorized Representative

Title: _____

STATE OF ARIZONA)
) §.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this _____ day of _____,
20 _____, by _____,
on behalf of _____.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

APPENDIX C

SBE PROGRAM PROVISIONS FOR ALTERNATIVE PROJECT DELIVERY METHOD (APDM) CONSTRUCTION SERVICES

SBE PROGRAM PROVISIONS FOR ALTERNATIVE PROJECT DELIVERY METHOD (APDM) CONSTRUCTION SERVICES

PROJECT GOAL

The City of Tucson's Small Business Enterprise Participation goal for this project is as follows:

TBD % SBE

I. SMALL BUSINESS ENTERPRISE REQUIREMENTS

A. DEFINITIONS

Certified Small Business Enterprise (SBE) – A local small business that is an independent and continuing enterprise for profit, performing a Commercially Useful Function, that has completed the application process for certification, and has met the requirements set forth in Title 49, Code of Federal Regulations, (49 CFR Part 26).

Commercially Useful Function - Is defined as the performance of real and actual services in the discharge of any contractual endeavor. An SBE subcontractor is performing a commercially useful function when it is responsible for execution of a distinct element of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved.

Contractor - The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City. For the purposes of SBE plan evaluation, any Offeror in negotiations with the City of Tucson pursuant to a Request for Qualifications is also subject to the contractor SBE program compliance requirements.

Eligible Contract - Any contract undertaken by the City, unless otherwise precluded by law, *provided* the estimate meets or exceeds one hundred thousand dollars (\$100,000). An Eligible Contract does not include any project in which the estimated contract value is below one hundred thousand dollars (\$100,000); contracts which require a disadvantaged business enterprise goal pursuant to federal law; contracts awarded under sections 28-21 (sole source procurement), 28-22 (emergency procurement) or 28-23 (special procurement) of the City Procurement Code.

Joint Venture – An association of two (2) or more persons, partnerships, corporations, business enterprises, or any combination of these entities established to form a single business enterprise but limited in scope and duration for the purpose of carrying out a business activity. The agreement establishing the Joint Venture shall be in writing. The SBE partner(s) must be responsible for a clearly defined portion of the work performed which is set forth in detail and separately from the work to be performed by the non-SBE partner and is assigned a commercially reasonable dollar value. Furthermore, the SBE's interest shall be based on sharing real economic interest in the venture, include proportionate control over management, and interest in capital acquired by the Joint Venture and interest in earnings. Only the portion of work, supplies, and/or services attributed to the SBE, as a member of the Joint Venture, may be counted towards relevant SBE participation goals.

Small Business Enterprise (SBE) – A Minority, woman or non-Minority Owned business that meets the North American Industry Classification System (NAIC) size standard adopted by the City for the purposes of qualifying for SBE certification.

Subcontractor and Subconsultant – A person or entity that contracts to perform work or render service to a Contractor or to another Subcontractor as part of a contract with the City.

B. APPLICABILITY

The SBE program and policies are codified in Chapter 28, Article XIII of the City Procurement Code. It is the responsibility of all contractors, subcontractors, vendors, suppliers and others who are interested in contracting with the City of Tucson to read and become familiar with this section of the City Code.

Only firms that are certified by the City of Tucson under Chapter 28, Article XIII of the City Code, ***at time of SBE Plan submittal***, are eligible to fulfill SBE goals for City of Tucson projects.

In addition to subcontractors, the Prime Contractor may use their own participation towards fulfillment of the SBE participation goal if they are certified through the City of Tucson SBE program.

The City of Tucson's most recent SBE Directory contains the ***complete*** listing of those firms which are currently certified with the City, and therefore eligible to participate as an SBE on a project. You may access the most current SBE Directory at <http://www.tucsonprocurement.com/bidders/SBE.aspx>, scroll to the bottom of the page and click on SBE Directory. If the name of an SBE firm does not appear in the directory, it shall be the contractor's responsibility to ascertain the certification status of the SBE and determine the eligibility of the firm to meet the established goal. For any questions regarding the SBE Program and requirements, please call (520) 837-4000 for assistance.

C. SBE PARTICIPATION

An SBE may participate as a prime contractor, subcontractor, second-tier subcontractor, joint venture partner with either a prime contractor or a subcontractor, or as a vendor of materials or supplies. An SBE shall be responsible for a clearly defined portion of the work to be performed.

D. SBE GOALS

To satisfy SBE goals, a certified SBE must perform a commercially useful function, i.e., must be responsible for a clearly defined portion of the work and must carry out its responsibility by actually performing, managing and supervising the work. Contractors may meet the SBE project goals through the following methods:

Prime Contractor Participation – SBE prime contractors may use their own participation towards fulfillment of the SBE participation goals. Credit will only be given for the dollar value of actual work performed by the prime contractor's work force.

Subcontractor Participation - Contractors may utilize one or more certified SBE subcontractors to satisfy its SBE participation commitment and may claim the value of the commercially useful function to be performed by such subcontractor(s) to obtain credit toward the satisfaction of the applicable goal.

1. Contractors who utilize certified SBE firms whose participation are included in Force Account items, Allowances or in a Cost Reimbursement type contract, shall establish a signed contract value with the SBE firm and may only take credit for the dollar value of that contract towards satisfying its SBE commitment in their proposed SBE plan. The dollar value must be a specific amount based on anticipated work calculated by the

subcontractor and is not reliant on any estimated values and cannot be specified as a range.

2. If a certified SBE subcontractor enters into second tier subcontracts consistent with the standard industry practices, such SBE subcontractor is performing a commercially useful function. If an SBE subcontractor subcontracts a significantly greater portion of its work to a non-SBE than would be expected by standard industry practices, it shall be presumed that the SBE is not performing a commercially useful function. Therefore, contractors are required to identify and report the use of any second tier subcontractors on the project on the Prime Contractor Report of Subcontractor Utilization.
3. Credit will be given when a SBE subcontracts part of the work of its contract to another firm only if the SBE's subcontractor is itself a SBE.
4. A contractor may not use another certified SBE general contractor to meet SBE participation goals as a subcontractor unless they are certified as an SBE subcontractor in a specific trade area other than "General Contractor."

Supplier Participation - The contractor may contract with one or more certified SBE suppliers, provided that the supplier is a regular dealer of the materials supplied, to obtain credit toward SBE goals. The value of the commercially useful function to be performed by such SBE's and credited toward satisfaction of the applicable SBE goals is as follows:

1. If an SBE supplier manufactures the goods supplied, one hundred percent (100%) of the contract amount is credited towards the applicable SBE participation goal.
2. If an SBE supplier is a wholesaler warehousing the goods supplied or is a manufacturer's representative, the total contract amount is credited toward the established SBE goal; however, only twenty-five percent (25%) of the total SBE project goal may be met in this manner.
3. If an extraordinarily large proportion of a contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the twenty-five percent (25%) limit for suppliers may be increased, or a combination of these two methods may be utilized.

Joint Venture - Where a contractor engages in a joint venture to satisfy its SBE commitment, the SBE joint venture partner must be responsible for a clearly defined portion of the work to be performed in addition to satisfying the requirements of ownership and control. The SBE joint venture partner must submit information for determining joint venture eligibility. ***The SBE joint venture must be approved as a SBE joint venture prior to SBE Plan submittal.*** The City's Department of Procurement, Business Enterprise & Compliance Program shall determine the degree of SBE participation resulting from the joint venture which may be credited toward the applicable SBE goal of the project.

II. SUBMITTAL REQUIREMENTS

A. SUBMISSION OF AN SBE PLAN

The SBE Plan and/or Affidavit of Good Faith Efforts must be submitted with the project proposal.

The SBE Plan must include:

1. The name of the SBE subcontractors/suppliers;
2. The type and scope of work or service each SBE will perform;
3. The dollar value of each SBE's subcontract;
4. Identify the prime contractor as an SBE, if applicable;
5. The dollar value of the prime contractor's self-performed work if claiming SBE credit;
6. The total dollar value of SBE work performed and percentage of the contract value.
7. If the contract goal is not met, evidence of good faith efforts.

B. REVIEW OF SBE PLANS

The Procurement Director may determine that the contractor is nonresponsive where the contractor: (1) failed to provide a completed Statement of Proposed SBE Plan; (2) failed to identify SBEs by name, the scope of work and value of work as a percent of the total project amount sufficient to meet the applicable SBE goal for that project; (3) failed to achieve the dollar value of credible participation by certified SBEs necessary to meet the project goals; or (4) failed to meet the requirements for a waiver of the SBE goal.

C. PRIME CONTRACTOR REPORT OF SUBCONTRACTOR UTILIZATION FORM

Prior to award, the Contractor is required to identify all subcontractors proposed to perform work on the project with the submission of the Prime Contractor Report of Subcontractor Utilization form to the Department of Procurement. This form will be submitted twice by the contractor, once prior to contract award and again at the end of the project with the final subcontractor contract amounts and subcontractor performance ratings.

III. GOOD FAITH EFFORT

If the SBE plan does not meet the project goals, the contractor may seek a good faith effort waiver. The application for a waiver shall be in writing and **must be completed and submitted with the project proposal**. The request must indicate whether a complete or partial waiver is sought. If a partial waiver is being sought the scope of such waiver must be indicated and an SBE plan must also be submitted. The contractor must provide documented evidence including a narrative statement with supporting affidavits and/or exhibits verifying the good faith efforts to meet the goals. Evidence of the good faith efforts shall include, but is not limited to the following:

- a. Documentation of communication with the Department of Procurement seeking technical/professional assistance identifying available SBE's.
- b. Copies of written notification to Certified SBE's regarding subcontracting opportunities on a project.
- c. Documentation of efforts made to select portions of work for SBE subcontracting in order to increase the likelihood of meeting the SBE goals, including where appropriate breaking down subcontracts into economically feasible units in order to facilitate SBE participation.
- d. Documentation of efforts to assist and negotiate with SBE's for specific sub-proposals and reasons for rejection of any such offer, including the names, addresses, and telephone numbers of SBE's who were contacted and reason for the rejection.
- e. As to each SBE contacted which was considered not to be qualified, a written statement of the reasons for the conclusion.
- f. Written quotes or records of verbal quotes solicited from all SBE's seeking subcontract work at the time of the proposal submittal.

- g. Verification that the offeror rejected available SBE's because they submitted proposals which were unreasonably high, or they were not qualified. Such verification shall include a statement of the amounts of all proposals received from potential Subcontractors and all relevant dates.

The City's Procurement Director shall review the waiver and approve the waiver where the contractor has demonstrated good faith efforts or deem the contractor nonresponsive where they failed to meet the good faith efforts and shall recommend that the Project Manager reject the proposal.

Right to Appeal Good Faith Effort Waiver or Plan Decision An aggrieved party has a right to protest a good faith waiver request or plan decision made by the Procurement Director as follows:

1. An aggrieved party may submit a protest in writing to the Procurement Director within five (5) days from the date of notice of the adverse decision notice. The protest must include the legal and factual basis for the protest along with any supporting documents.
2. Within five (5) days of receipt of the protest, the Procurement Director shall review the protest and all relevant supporting documents and render a decision notice in writing which includes the basis for the decision.
3. The decision of the director is final and not appealable.

General Waiver or Reduction of SBE Goals The Procurement Director may waive or reduce the project goals if it is determined that the SBE availability is less than projected. In such circumstances, the Procurement Director shall certify that SBE's are not in fact available or that the amount of work, which occurred under the contract, was insufficient to support the established goals.

The City shall waive a project goal, at least in part, if the contractor requesting a waiver receives from all qualified SBE's, in one trade or industry, quotes or proposal that exceeds the lowest quote or proposal of a qualified non-SBE competing for the same work by the lesser of fifteen percent (15%) or two hundred and fifty thousand dollars (\$250,000). In such circumstances, the Procurement Director shall certify that SBE's are not ready, willing and able to provide the needed labor and materials at competitive prices.

A contractor may not compare self-performed costs against an SBE subcontractor proposal as justification for the rejection of a proposal.

The Procurement Director may verify and / or clarify information as it relates to the affidavit of good faith efforts, and / or the bidders' subcontractors list and statement of proposed SBE plan.

IV. MISCELLANEOUS PROVISIONS

A. SUBCONTRACTOR PERFORMANCE & SUBSTITUTION REQUESTS:

The contractor's distinct contract items of work to be awarded to SBE's shall be performed by the designated SBE. The SBE must perform a commercially useful function, that is, the SBE must manage, perform and supervise a distinct element of work.

All SBE subcontractor modifications, (addition, substitution, deletion) pursuant to the Tucson Procurement Code Section 28-48(2), may only be allowed at the sole discretion of the Procurement Director. Approval must be obtained prior to the subcontractor beginning the work.

In the event that an SBE is unable or unwilling to fulfill its agreement with the contractor, the contractor shall immediately notify the Procurement Department's Business Enterprise & Compliance

Program, the Contract Officer and the Project Manager. The SBE firm can only be terminated for good cause. The contractor shall immediately take reasonable good faith efforts to obtain another certified SBE to perform an equal or greater dollar value of the work. The contractor shall provide all pertinent information regarding the SBE substitution request including but not limited to:

1. The name of the original SBE firm, the description of work, the dollar value and the reason for the substitution request and a statement from the original SBE firm explaining why they can't perform the work;
2. The name of the proposed substitute SBE's, description of proposed work and estimated dollar value of the work and any relevant information such as a written quote, etc.

SBE contract work items shall not be performed by the contractor in lieu of subcontracting, without obtaining approval as outlined above.

Contract items eliminated from the project, with the approval of the Project Manager, may not reduce the contractor's credit for SBE participation.

B. SBE PROGRAM COMPLIANCE

The contractor and all SBE subcontractors must comply with all aspects of the SBE Program. By submitting a bid to the City of Tucson; bidders bind themselves to make every good faith effort to meet the City's SBE goal. The contractor must also include a copy of the SBE contract provisions in every subcontract. An executed subcontract with all SBE subcontractors shall be completed prior to the Notice To Proceed, and available to the City of Tucson upon request.

Failure by the contractor to comply with the SBE provisions is a material breach of the contract which may result in remedies as deemed appropriate by the City, including but not limited to the following:

- (1) Withholding monthly progress or final payments;
- (2) Withholding 10% of future payments;
- (3) Contract termination;
- (4) Disqualifying the contractor from future bidding as non-responsible.

The contractor must comply with applicable Prompt Payment regulations, Tucson Code Section 11-38 and Arizona Revised Statutes Title 32-1129. The City of Tucson may withhold payment from the prime contractor for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

The prime contractors must provide notice to all subcontractors that complaints of violations of the prompt payment provision may be submitted in writing to the City of Tucson, Department of Procurement, 255 W. Alameda, 6th floor Tucson, Arizona 85701 – PO Box 27210, Tucson, Arizona 85726. The complaint shall set forth the facts and identify the prime contractor and the construction project. Subcontractors will be assisted by the Department of Procurement, Business Enterprise & Compliance Program with the complaint process as detailed in the City of Tucson Construction Fairness Ordinance comprised of Chapter 28, Tucson Procurement Code Section 28-101, Tucson Code Chapter 11-38 and Tucson Code, Chapter 8-2.2.

C. CONTRACTOR PERFORMANCE EVALUATION

At the conclusion of every City of Tucson construction project, the prime contractor is required to complete the Department of Procurement, Business Enterprise & Compliance Program Prime Contractor Report of Subcontractor Utilization. The report will include a section to rate the performance of project subcontractors from 1 – 5, based on industry standards. The performance rating section shall be completed. A score of 3 is considered average. A score of 4 or 5 is considered above average. A score of 1 or 2 is considered as poor performance. A rating of 1 or 2 of a subcontractor will require the prime contractor to complete a Substandard Performance Report documenting the cause for the substandard performance rating. The City of Tucson Project Manager must concur with all poor performance ratings.

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT BUSINESS ENTERPRISE & COMPLIANCE PROGRAM
SUBCONTRACTORS LIST AND STATEMENT OF PROPOSED SBE PLAN

RFQ: _____

Project Name: _____

Bidder must complete the table below listing all SBE subcontractors and all first tier subcontractors with a contract value at or above \$5,000*. If the SBE participation is below the established project goal, the bidder must submit a SBE good faith effort waiver.

Subcontractor's Name	SBE?		Trade/Industry	Dollar Value of Contract (SBE Only)
	Yes	No		

***There is no requirement to list non-SBE Subcontractors with contract values less than \$5,000**

Bidder's Base Bid Amount \$ _____

Total Claimed SBE Participation \$ _____ %

I hereby certify by signing below that the foregoing SBE firms shall be contracted to work on the trades identified above and/or supply material and/or equipment for this project. The information shown above is a true reflection of the proposed subcontracts expressed as a percentage of the base bid.

Company Name: _____

Signature: _____

Phone No. _____

Date: _____

Name & Title: _____

**City of Tucson
Department of Procurement, Business Enterprise & Compliance Program**

AFFIDAVIT OF GOOD FAITH EFFORTS

CONTRACT NO: _____ PROJECT NAME: _____

COMPANY NAME: _____

CONTACT NAME: _____ PHONE NUMBER: _____ FAX NUMBER: _____

WHERE A CONTRACTOR FAILS TO EXERCISE "GOOD FAITH" EFFORTS TO MEET SBE GOALS, AS REQUIRED BY THE CITY OF TUCSON, THE CONTRACTOR WILL BE DEEMED NONRESPONSIVE.

The intent of this certification is to document the good faith efforts implemented by the apparent low bidder in soliciting and utilizing SBE firms to meet the City of Tucson's SBE goal. This certificate will assist the City of Tucson's Department of Procurement, Business Enterprise & Compliance Program in determining whether the apparent low bidder has implemented comprehensive good faith efforts. Pursuant to Administrative procedures and policies, the Procurement Director may verify and / or clarify information as it relates to the Affidavit of Good Faith Efforts and / or the Statement of Proposed SBE Plan. The burden of proof rests with the bidder.

1. Is a partial or complete waiver being sought? Please explain. Note: If a partial waiver is being sought the scope of such waiver must be indicated and a SBE Plan must also be submitted.

2. Provide a brief summary of why the SBE goal on this project has not been met. Attach supporting documentation.

3. Which portions of the contract proposal, in terms of the nature of the work, were selected to be subcontracted to SBE firms? Attach supporting documentation (e.g. memo, proposal, project breakdown, etc.).

4. Which portion of the contract proposal, in terms of suppliers was identified for SBE firms? Attach supporting documentation (e.g. memo, proposal, project material breakdown etc.).

Schult Well Drilling
CCPA No. 2022045
K.P. Venture Well Drilling & Pump Company, LLC

[illegible]

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8. Describe any additional efforts undertaken to assist SBE firms (e.g. bonding assistance, lines of credit, etc.).

9. Indicate which SBE firms submitted quotes on the contract proposal and provide a brief explanation of the reasons why these quotes were rejected. If price was a factor provide documentation to show quotes received from non-certified firms.

Name of SBE Firm	Explanation for Rejecting Quotes

10. Were any bids from SBE Subcontractors that were no more than 15% or \$250,000 greater than the accepted Non-SBE Subcontractor rejected? If so, describe in detail.

11. Describe in detail any supplemental items or efforts which you wish to have the department consider as part of your Good Faith Effort. Attach additional documentation or sheets for this item.



City of Tucson
Department of Procurement
Business Enterprise & Compliance Program

Prime Contractor Report of Subcontractor Utilization

Date: _____ Prime Contractor: _____

Contract #: _____

Contract Name: _____

Estimated Contract Amount/Base Bid: _____ Final Amount: _____

Estimated Project Completion Date: _____ Project Completion Date: _____

Please list the subcontractor firm name and dollar amount of the subcontract for all subcontractor work performed or in progress on the above construction contract. Please check the box to indicate if the firm is a small business enterprise (SBE) or Non-SBE.

Send the completed form to: City of Tucson, Department of Procurement, attention Margot Grossmann, 255 W. Alameda, 6th floor, Tucson, AZ 85701, fax (520) 791-4735 or email Margot.Grossmann@tucsonaz.gov

[illegible]

* At award, enter dollar amount of estimated contract. At project completion, enter final contract amount and subcontractor performance ratings.

****Prime contractors must rate the subcontractor performance on this project. The rating scale is 1-5, with 3 being average, 4 & 5 above average and 1 or 2 indicating substandard performance. A rating of 1 or 2 will require the completion of the Subcontractor Substandard Performance Report.**

Signature: _____

Date: _____

Print Name: _____

Title: _____

Phone Number: _____

Email: _____

CONTRACT SUMMARY DOCUMENT

Contract # 202445

Contract Title: JOC for Water Production Well Drilling Services

Shared Services - Procurement has awarded a contract for the purchase of *drilling services for water production wells*. Contractors are as follows:

Good/Service	Contractor	Purchase Order #	Contact person	Contractor Address
-01 Water Production Well Drilling Services	Yellow Jacket Drilling Services, LLC	42131	Eric Brue eric@ydrilling.com (602) 453-3252	3922 E. University Dr., Ste 1 Phoenix, AZ 85034
-02 Water Production Well Drilling Services	K.P. Ventures	42132	Tyler Johnson tylerj@kpvent.com (928) 639-1709	4715 Old Highway 279 Camp Verde, AZ 86322
-03 Water Production Well Drilling Services	HC Drilling Professionals, LLC.	42133	Tom Moreland tom@hcdrilling.com (602) 218-6808	11846 S. 202nd Place Mesa, AZ 85212 OUT OF BUSINESS
-04 Water Production Well Drilling Services	Layne Christensen CO.	42134	Paul McAlpine Paul.McAlpine@gcinc.com (480) 895-9404	12030 E Riggs RD Chandler, AZ 85249-3701
-05 Water Production Well Drilling Services	Stewart Brothers Drilling CO.	42135	Clayton Thayer joel@stewartbrothers.com (505) 287-2986	PO Box 2067 306 Airport Road Milan, NM 87021

How to use this contract: Describe how a department is to use this contract. Complete the applicable following categories, add and delete others if need be. Include references to where the information is located in the pdf contract. (Examples: Details in Tab 2, Pages 54 - 58. Details in B. Scope of Work, 2. Repair Services, Pages 54 – 58)

Summary Description	Notice is hereby given that the City of Tucson, hereinafter referred to as "COT", is conducting a competitive ONE-STEP process to retain up to FIVE (5) Contractors to annual well drilling services for the City of Tucson at various locations, including the Tucson Water service area. PLEASE NOTE: HC DRILLING WENT OUT OF BUSINESS DUE TO COVID This contract is available to outside agencies for cooperative use.
Products	Finished wells suitable for withdrawing groundwater to provide drinking water to Tucson citizens.
Services	Drilling of wells for use in the production of drinking water for Tucson citizens. Wells will be drilled up to 1200 feet in depth.

Contract Term	Initial one year agreement from July 28, 2020 through July 27, 2021 with option to renew for four (4) additional one year periods.
Pricing	Each contractor has negotiated per project rates.
Freight	NA
Ordering	Contact the above listed people.
Invoicing	The City will pay the Contractor following the submission of an itemized invoice(s) on the prescribed form as provided by the Contract Representative. Each itemized invoice must bear a written certification by an authorized City representative confirming the services for which payment is requested. The invoice shall be submitted monthly based upon work completed and direct costs incurred. Invoices shall be submitted to the City's Project Manager within 30 calendar days of the end of the month for all actual work completed for the billing period performed during the preceding month. The invoice to the City shall include invoices for sub-consultants for the same billing period included by the Contractor. The invoices shall be accompanied by any required labor and reporting forms.
Payment Terms and Methods	Yellow Jacket: Net 30 days. pCard not accepted. No Early Payment discount. K.P. Ventures: Net 30 days. pCard not accepted. No Early Payment discount. HC Drilling: Net 30 days. pCard not accepted. No Early Payment discount. Layne Christenson: Net 30 days. pCard not accepted. No Early Payment discount. Stewart Brothers: Net 30 days. pCard not accepted. No Early Payment discount. NOTE: Individual job orders should not exceed one million dollars (\$1,000,000) unless a waiver is requested of and granted by the Director of Business Services.
Warranty	Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.
Other	NA

Special Contract Provisions

BASIS FOR AWARDING INDIVIDUAL JOB ORDERS (RFQ Special T&C Para. 5, page 14)	In the event the City awards more than one contract for these services, individual job orders will be awarded based upon consideration of the firm's ability to complete the work expeditiously and the proposed cost. The City intends to request price and schedule proposals from all contracted firms for each individual job order. However, when quoting individual job orders is impracticable, the City reserves the right to award job orders as it deems to be in its best interest. Scope, schedule, price, and liquidated damages (if applicable) are agreed upon in a fully executed Notice to Proceed letter prior to Contractor beginning the work. The Contractor shall be available on a five-day work basis throughout the term of the contract unless notified in writing by the City that this requirement may be temporarily waived due to the Contractor's approved written request or a reduced need by the City. The Contractor must be available to commence work on assignments within one week from award of an individual job order. Individual job orders should not exceed one million dollars (\$1,000,000) unless a waiver is requested of and granted by the Director of Business Services.
SBE Requirements (RFQ Special T&C, Para 10, page 15; Contract page 3)	SBE requirements shall be determined on a project-by-project basis by the City Business Enterprise & Compliance Program.
BONDING REQUIREMENTS (RFQ Special T&C, Para 9, Page 15)	Contractor shall file with the City, prior to the time of execution of the contract and annually, if the term of this contract is extended by the City, payment and performance bonds in the forms prescribed by the City. The bonds must cover all construction performed under job orders. The amount of the bonds provided by the Contractor must always be at least equal to the total amount of the contract prices for construction work under job orders issued and not complete. Contractor agrees to provide such additional bonding as may be required to satisfy this requirement, as provided under A.R.S. 34-610. Bonds may be provided as follows: annual bonds in the amount designated by the agency, or bonding per each individual job. Successful contractor(s) will designate bonding methodology prior to contract award.

For questions on this contract, please contact Andrew Klos at (520) 837-6685 or by email at Andrew.klos@tucsonaz.gov.

Direct Release Policy

Effective June 13, 2017, the financial encumbrance threshold was increased to \$50,000. A DR must be created when the DR is \$50,000+. At the discretion of the Department, a DR *may* be created for orders less than \$50,000.

When the DR has been paid in full, the DR will show a “closed” status in OPIS.

A DR is not required for items that are acquired online or point-of-sale using pCard.

If you have created a DR and have processed the payment by pCard, you must notify AccountsPayable-Finance@tucsonaz.gov to close out the DR.

If you did not create a DR and the amount is \$50,000+, your partial will be returned to you so that a DR can be created. Accounts Payable cannot process your payment without a DR.

EXHIBIT C



BUSINESS SERVICES DEPARTMENT
DESIGN AND CONSTRUCTION

CONTRACT NO. 202445-02

Job Order Contract for Water Production Well Drilling Services

**K.P. Ventures
PO Box 2411
Cottonwood, AZ 86326**

**Phone: 928-639-1709
Email: TylerJ@kpvent.com**

202445-02
JOB ORDER CONTRACT WATER PRODUCTION WELL DRILLING
SERVICES

APPENDIX A

SBE PROGRAM PROVISIONS FOR JOB ORDER CONTRACTS

SBE PROGRAM PROVISIONS FOR ALTERNATIVE PROJECT DELIVERY METHOD (APDM) CONSTRUCTION SERVICES

PROJECT GOAL

The City of Tucson's Small Business Enterprise Participation goal for this project is as follows:

TBD % SBE

I. SMALL BUSINESS ENTERPRISE REQUIREMENTS

A. DEFINITIONS

Certified Small Business Enterprise (SBE) – A local small business that is an independent and continuing enterprise for profit, performing a Commercially Useful Function, that has completed the application process for certification, and has met the requirements set forth in Title 49, Code of Federal Regulations, (49 CFR Part 26).

Commercially Useful Function - Is defined as the performance of real and actual services in the discharge of any contractual endeavor. An SBE subcontractor is performing a commercially useful function when it is responsible for execution of a distinct element of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved.

Contractor - The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City. For the purposes of SBE plan evaluation, any Offeror in negotiations with the City of Tucson pursuant to a Request for Qualifications is also subject to the contractor SBE program compliance requirements.

Eligible Contract - Any contract undertaken by the City, unless otherwise precluded by law, *provided* the estimate meets or exceeds one hundred thousand dollars (\$100,000). An Eligible Contract does not include any project in which the estimated contract value is below one hundred thousand dollars (\$100,000); contracts which require a disadvantaged business enterprise goal pursuant to federal law; contracts awarded under sections 28-21 (sole source procurement), 28-22 (emergency procurement) or 28-23 (special procurement) of the City Procurement Code.

Joint Venture – An association of two (2) or more persons, partnerships, corporations, business enterprises, or any combination of these entities established to form a single business enterprise but limited in scope and duration for the purpose of carrying out a business activity. The agreement establishing the Joint Venture shall be in writing. The SBE partner(s) must be responsible for a clearly defined portion of the work performed which is set forth in detail and separately from the work to be performed by the non-SBE partner and is assigned a commercially reasonable dollar value. Furthermore, the SBE's interest shall be based on sharing real economic interest in the venture, include proportionate control over management, and interest in capital acquired by the Joint Venture and interest in earnings. Only the portion of work, supplies, and/or services attributed to the SBE, as a member of the Joint Venture, may be counted towards relevant SBE participation goals.

Small Business Enterprise (SBE) – A Minority, woman or non-Minority Owned business that meets the North American Industry Classification System (NAIC) size standard adopted by the City for the purposes of qualifying for SBE certification.

Subcontractor and Subconsultant – A person or entity that contracts to perform work or render service to a Contractor or to another Subcontractor as part of a contract with the City.

B. APPLICABILITY

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Subcontractor Participation - Contractors may utilize one or more certified SBE subcontractors to satisfy its SBE participation commitment and may claim the value of the commercially useful function to be performed by such subcontractor(s) to obtain credit toward the satisfaction of the applicable goal.

1. Contractors who utilize certified SBE firms whose participation are included in Force Account items, Allowances or in a Cost Reimbursement type contract, shall establish a signed contract value with the SBE firm and may only take credit for the dollar value of that contract towards satisfying its SBE commitment in their proposed SBE plan. The dollar value must be a specific amount based on anticipated work calculated by the subcontractor and is not reliant on any estimated values and cannot be specified as a range.

2. If a certified SBE subcontractor enters into second tier subcontracts consistent with the standard industry practices, such SBE subcontractor is performing a commercially useful function. If an SBE subcontractor subcontracts a significantly greater portion of its work to a non-SBE than would be expected by standard industry practices, it shall be presumed that the SBE is not performing a commercially useful function. Therefore, contractors are required to identify and report the use of any second tier subcontractors on the project on the Prime Contractor Report of Subcontractor Utilization.
3. Credit will be given when a SBE subcontracts part of the work of its contract to another firm only if the SBE's subcontractor is itself a SBE.
4. A contractor may not use another certified SBE general contractor to meet SBE participation goals as a subcontractor **unless** they are certified as an SBE subcontractor in a specific trade area other than "General Contractor."

Supplier Participation - The contractor may contract with one or more certified SBE suppliers, provided that the supplier is a regular dealer of the materials supplied, to obtain credit toward SBE goals. The value of the commercially useful function to be performed by such SBE's and credited toward satisfaction of the applicable SBE goals is as follows:

1. If an SBE supplier manufactures the goods supplied, one hundred percent (100%) of the contract amount is credited towards the applicable SBE participation goal.
2. If an SBE supplier is a wholesaler warehousing the goods supplied or is a manufacturer's representative, the total contract amount is credited toward the established SBE goal; however, only twenty-five percent (25%) of the total SBE project goal may be met in this manner.
3. If an extraordinarily large proportion of a contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the twenty-five percent (25%) limit for suppliers may be increased, or a combination of these two methods may be utilized.

Joint Venture - Where a contractor engages in a joint venture to satisfy its SBE commitment, the SBE joint venture partner must be responsible for a clearly defined portion of the work to be performed in addition to satisfying the requirements of ownership and control. The SBE joint venture partner must submit information for determining joint venture eligibility. ***The SBE joint venture must be approved as a SBE joint venture prior to SBE Plan submittal.*** The City's Department of Procurement, Business Enterprise & Compliance Program shall determine the degree of SBE participation resulting from the joint venture which may be credited toward the applicable SBE goal of the project.

II. SUBMITTAL REQUIREMENTS

A. SUBMISSION OF AN SBE PLAN

The SBE Plan and/or Affidavit of Good Faith Efforts must be submitted with the project proposal.

The SBE Plan must include:

1. The name of the SBE subcontractors/suppliers;

2. The type and scope of work or service each SBE will perform;
3. The dollar value of each SBE's subcontract;
4. Identify the prime contractor as an SBE, if applicable;
5. The dollar value of the prime contractor's self-performed work if claiming SBE credit;
6. The total dollar value of SBE work performed and percentage of the contract value.
7. If the contract goal is not met, evidence of good faith efforts.

B. REVIEW OF SBE PLANS

The Procurement Director may determine that the contractor is nonresponsive where the contractor: (1) failed to provide a completed Statement of Proposed SBE Plan; (2) failed to identify SBEs by name, the scope of work and value of work as a percent of the total project amount sufficient to meet the applicable SBE goal for that project; (3) failed to achieve the dollar value of credible participation by certified SBEs necessary to meet the project goals; or (4) failed to meet the requirements for a waiver of the SBE goal.

C. PRIME CONTRACTOR REPORT OF SUBCONTRACTOR UTILIZATION FORM

Prior to award, the Contractor is required to identify all subcontractors proposed to perform work on the project with the submission of the Prime Contractor Report of Subcontractor Utilization form to the Department of Procurement. This form will be submitted twice by the contractor, once prior to contract award and again at the end of the project with the final subcontractor contract amounts and subcontractor performance ratings.

III. GOOD FAITH EFFORT

If the SBE plan does not meet the project goals, the contractor may seek a good faith effort waiver. The application for a waiver shall be in writing and **must be completed and submitted with the project proposal**. The request must indicate whether a complete or partial waiver is sought. If a partial waiver is being sought the scope of such waiver must be indicated and an SBE plan must also be submitted. The contractor must provide documented evidence including a narrative statement with supporting affidavits and/or exhibits verifying the good faith efforts to meet the goals. Evidence of the good faith efforts shall include, but is not limited to the following:

- a. Documentation of communication with the Department of Procurement seeking technical/professional assistance identifying available SBE's.
- b. Copies of written notification to Certified SBE's regarding subcontracting opportunities on a project.
- c. Documentation of efforts made to select portions of work for SBE subcontracting in order to increase the likelihood of meeting the SBE goals, including where appropriate breaking down subcontracts into economically feasible units in order to facilitate SBE participation.
- d. Documentation of efforts to assist and negotiate with SBE's for specific sub-proposals and reasons for rejection of any such offer, including the names, addresses, and telephone numbers of SBE's who were contacted and reason for the rejection.
- e. As to each SBE contacted which was considered not to be qualified, a written statement of the reasons for the conclusion.
- f. Written quotes or records of verbal quotes solicited from all SBE's seeking subcontract work at the time of the proposal submittal.
- g. Verification that the offeror rejected available SBE's because they submitted proposals which were unreasonably high, or they were not qualified. Such verification shall include a statement of the amounts of all proposals received from potential Subcontractors and all relevant dates.

The City's Procurement Director shall review the waiver and approve the waiver where the contractor has demonstrated good faith efforts or deem the contractor nonresponsive where they failed to meet the good faith efforts and shall recommend that the Project Manager reject the proposal.

Right to Appeal Good Faith Effort Waiver or Plan Decision An aggrieved party has a right to protest a good faith waiver request or plan decision made by the Procurement Director as follows:

1. An aggrieved party may submit a protest in writing to the Procurement Director within five (5) days from the date of notice of the adverse decision notice. The protest must include the legal and factual basis for the protest along with any supporting documents.
2. Within five (5) days of receipt of the protest, the Procurement Director shall review the protest and all relevant supporting documents and render a decision notice in writing which includes the basis for the decision.
3. The decision of the director is final and not appealable.

General Waiver or Reduction of SBE Goals The Procurement Director may waive or reduce the project goals if it is determined that the SBE availability is less than projected. In such circumstances, the Procurement Director shall certify that SBE's are not in fact available or that the amount of work, which occurred under the contract, was insufficient to support the established goals.

The City shall waive a project goal, at least in part, if the contractor requesting a waiver receives from all qualified SBE's, in one trade or industry, quotes or proposal that exceeds the lowest quote or proposal of a qualified non-SBE competing for the same work by the lesser of fifteen percent (15%) or two hundred and fifty thousand dollars (\$250,000). In such circumstances, the Procurement Director shall certify that SBE's are not ready, willing and able to provide the needed labor and materials at competitive prices.

A contractor may not compare self-performed costs against an SBE subcontractor proposal as justification for the rejection of a proposal.

The Procurement Director may verify and / or clarify information as it relates to the affidavit of good faith efforts, and / or the bidders' subcontractors list and statement of proposed SBE plan.

IV. MISCELLANEOUS PROVISIONS

A. SUBCONTRACTOR PERFORMANCE & SUBSTITUTION REQUESTS:

The contractor's distinct contract items of work to be awarded to SBE's shall be performed by the designated SBE. The SBE must perform a commercially useful function, that is, the SBE must manage, perform and supervise a distinct element of work.

All SBE subcontractor modifications, (addition, substitution, deletion) pursuant to the Tucson Procurement Code Section 28-48(2), may only be allowed at the sole discretion of the Procurement Director. Approval must be obtained prior to the subcontractor beginning the work.

In the event that an SBE is unable or unwilling to fulfill its agreement with the contractor, the contractor shall immediately notify the Procurement Department's Business Enterprise & Compliance Program, the Contract Officer and the Project Manager. The SBE firm can only be terminated for good cause. The contractor shall immediately take reasonable good faith efforts to obtain another certified SBE to perform an equal or greater dollar value of the work. The contractor shall provide all pertinent information regarding the SBE substitution request including but not limited to:

1. The name of the original SBE firm, the description of work, the dollar value and the reason for the substitution request and a statement from the original SBE firm explaining why they can't perform the work;
2. The name of the proposed substitute SBE's, description of proposed work and estimated dollar value of the work and any relevant information such as a written quote, etc.

SBE contract work items shall not be performed by the contractor in lieu of subcontracting, without obtaining approval as outlined above.

Contract items eliminated from the project, with the approval of the Project Manager, may not reduce the contractor's credit for SBE participation.

B. SBE PROGRAM COMPLIANCE

The contractor and all SBE subcontractors must comply with all aspects of the SBE Program. By submitting a bid to the City of Tucson; bidders bind themselves to make every good faith effort to meet the City's SBE goal. The contractor must also include a copy of the SBE contract provisions in every subcontract. An executed subcontract with all SBE subcontractors shall be completed prior to the Notice To Proceed, and available to the City of Tucson upon request.

Failure by the contractor to comply with the SBE provisions is a material breach of the contract which may result in remedies as deemed appropriate by the City, including but not limited to the following:

- (1) Withholding monthly progress or final payments;
- (2) Withholding 10% of future payments;
- (3) Contract termination;
- (4) Disqualifying the contractor from future bidding as non-responsible.

The contractor must comply with applicable Prompt Payment regulations, Tucson Code Section 11-38 and Arizona Revised Statutes Title 32-1129. The City of Tucson may withhold payment from the prime contractor for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

The prime contractors must provide notice to all subcontractors that complaints of violations of the prompt payment provision may be submitted in writing to the City of Tucson, Department of Procurement, 255 W. Alameda, 6th floor Tucson, Arizona 85701 – PO Box 27210, Tucson, Arizona 85726. The complaint shall set forth the facts and identify the prime contractor and the construction project. Subcontractors will be assisted by the Department of Procurement, Business Enterprise & Compliance Program with the complaint process as detailed in the City of Tucson Construction Fairness Ordinance comprised of Chapter 28, Tucson Procurement Code Section 28-101, Tucson Code Chapter 11-38 and Tucson Code, Chapter 8-2.2.

C. CONTRACTOR PERFORMANCE EVALUATION

At the conclusion of every City of Tucson construction project, the prime contractor is required to complete the Department of Procurement, Business Enterprise & Compliance Program Prime

Contractor Report of Subcontractor Utilization. The report will include a section to rate the performance of project subcontractors from 1 – 5, based on industry standards. The performance rating section shall be completed. A score of 3 is considered average. A score of 4 or 5 is considered above average. A score of 1 or 2 is considered as poor performance. A rating of 1 or 2 of a subcontractor will require the prime contractor to complete a Substandard Performance Report documenting the cause for the substandard performance rating. The City of Tucson Project Manager must concur with all poor performance ratings.

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT BUSINESS ENTERPRISE & COMPLIANCE PROGRAM
SUBCONTRACTORS LIST AND STATEMENT OF PROPOSED SBE PLAN

RFQ: _____

Project Name: _____

Bidder must complete the table below listing **all** SBE subcontractors and **all** first tier subcontractors with a contract value at or above \$5,000* If the SBE participation is below the established project goal, the bidder must submit a SBE good faith effort waiver.

Subcontractor's Name	SBE?		Trade/Industry	Dollar Value of Contract (SBE Only)
	Yes	No		

***There is no requirement to list non-SBE Subcontractors with contract values less than \$5,000**

Bidder's Base Bid Amount \$ _____

Total Claimed SBE Participation \$ _____ %

I hereby certify by signing below that the foregoing SBE firms shall be contracted to work on the trades identified above and/or supply material and/or equipment for this project. The information shown above is a true reflection of the proposed subcontracts expressed as a percentage of the base bid.

Company Name: _____

Signature: _____

Phone No. _____

Date: _____ Name & Title: _____

**City of Tucson
Department of Procurement, Business Enterprise & Compliance Program**

AFFIDAVIT OF GOOD FAITH EFFORTS

CONTRACT NO: _____ PROJECT NAME: _____

COMPANY NAME: _____

CONTACT NAME: _____ PHONE NUMBER: _____ FAX NUMBER: _____

WHERE A CONTRACTOR FAILS TO EXERCISE "GOOD FAITH" EFFORTS TO MEET SBE GOALS, AS REQUIRED BY THE CITY OF TUCSON, THE CONTRACTOR WILL BE DEEMED NONRESPONSIVE.

The intent of this certification is to document the good faith efforts implemented by the apparent low bidder in soliciting and utilizing SBE firms to meet the City of Tucson's SBE goal. This certificate will assist the City of Tucson's Department of Procurement, Business Enterprise & Compliance Program in determining whether the apparent low bidder has implemented comprehensive good faith efforts. Pursuant to Administrative procedures and policies, the Procurement Director may verify and / or clarify information as it relates to the Affidavit of Good Faith Efforts and / or the Statement of Proposed SBE Plan. The burden of proof rests with the bidder.

1. Is a partial or complete waiver being sought? Please explain. Note: If a partial waiver is being sought the scope of such waiver must be indicated and a SBE Plan must also be submitted.

2. Provide a brief summary of why the SBE goal on this project has not been met. Attach supporting documentation.

3. Which portions of the contract proposal, in terms of the nature of the work, were selected to be subcontracted to SBE firms? Attach supporting documentation (e.g. memo, proposal, project breakdown, etc.).

4. Which portion of the contract proposal, in terms of suppliers was identified for SBE firms? Attach supporting documentation (e.g. memo, proposal, project material breakdown etc.).

5. Which SBE firms were solicited in writing for subcontract or supplier quotes/bids? Also, in the appropriate space identify when the firms received subsequent telephone solicitations. Attach supporting documentation (e.g. copy of written solicitation to SBE firms, along with copies of telephone logs documenting follow-up communications, etc.).

[illegible]

6. Was the City of Tucson's Department of Procurement, Business Enterprise & Compliance Program technical or professional staff contacted for assistance? (Note that it is the policy of the Department of Procurement to offer technical support to respondents to ensure that all avenues have been exhausted in meeting the SBE goal.) Attach necessary documentation.

Yes	☐	No	☐	Date of Contact _____	Contact Person _____
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7. Describe any efforts undertaken to provide SBE firms with information about the project plans, specifications and requirements of the contract.

8. Describe any additional efforts undertaken to assist SBE firms (e.g. bonding assistance, lines of credit, etc.).

9. Indicate which SBE firms submitted quotes on the contract proposal and provide a brief explanation of the reasons why these quotes were rejected. If price was a factor provide documentation to show quotes received from non-certified firms.

Name of SBE Firm	Explanation for Rejecting Quotes

10. Were any bids from SBE Subcontractors that were no more than 15% or \$250,000 greater than the accepted Non-SBE Subcontractor rejected? If so, describe in detail.

11. Describe in detail any supplemental items or efforts which you wish to have the department consider as part of your Good Faith Effort. Attach additional documentation or sheets for this item.



City of Tucson
Department of Procurement
Business Enterprise & Compliance Program
Prime Contractor Report of Subcontractor Utilization

Date: _____ Prime Contractor: _____

Contract #:_____

Contract Name: _____

Estimated Contract Amount/Base Bid: _____ Final Amount: _____

Estimated Project Completion Date: _____ Project Completion Date: _____

Please list the subcontractor firm name and dollar amount of the subcontract for all subcontractor work performed or in progress on the above construction contract. Please check the box to indicate if the firm is a small business enterprise (SBE) or Non-SBE.

Send the completed form to: City of Tucson, Department of Procurement, attention Margot Grossmann, 255 W. Alameda, 6th floor, Tucson, AZ 85701, fax (520) 791-4735 or email Margot.Grossmann@tucsonaz.gov

[illegible]

* At award, enter dollar amount of estimated contract. At project completion, enter final contract amount and subcontractor performance ratings.

****Prime contractors must rate the subcontractor performance on this project. The rating scale is 1-5, with 3 being average, 4 & 5 above average and 1 or 2 indicating substandard performance. A rating of 1 or 2 will require the completion of the Subcontractor Substandard Performance Report.**

Signature: _____

Date: _____

Print Name: _____

Title: _____

Phone Number: _____

Email: _____

202445-02
JOB ORDER CONTRACT WATER PRODUCTION WELL DRILLING
SERVICES

APPENDIX B
GENERAL CONDITIONS FOR CONSTRUCTION

CONDITIONS FOR CONSTRUCTION

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ARTICLE 1. DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Amendment - written or graphic instrument issued prior to the due date which clarifies, corrects or changes the Solicitation.

Architect/Engineer - the person licensed to practice architecture/engineering by the State of Arizona and who is identified as the Architect/Engineer of Record by affixing his/her seal upon the Contract plans, drawings, specifications and related documents. May be utilized to provide construction administration services.

Bonds - bid, performance and payment bonds and other instruments of security.

Change Order - a document approved by the City Contract Representative and which is signed by the Contractor and the City's Director of Procurement or duly authorized designee and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Completion time, issued on or after the effective date of the Contract.

City - means the City of Tucson, Arizona, a municipal corporation.

City Contract Representative - the City official administering the Contract for the City of Tucson.

Completion Time - the number of consecutive calendar days agreed to by the City and Contractor for completion of the Work, which may be revised by written Change Order.

Construction – the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any real public property.

Construction-Manager-At-Risk – a project delivery method in which there is a separate contract for design services and a separate contract for construction services, with design and construction taking place in sequential or concurrent phases, and in which finance services, maintenance services, operations services and preconstruction services may be included.

Construction Services – either of the following for construction-manager-at-risk, design-build and job-order-contracting project delivery methods:

- a) construction, excluding services, through the construction-manager-at-risk or job-order-contracting project delivery methods;
- b) a combination of construction and, as elected by the City, one or more related services, such as finance services, maintenance services, operations services, design services and preconstruction services.

Contract - the written agreement and all associated attachments, drawings, amendments and change orders executed between the City and the Contractor covering the Work to be performed.

Contract Price - the amount payable by the City to the Contractor for satisfactory completion of the Work, and as specified in the Contract as may be amended by written Change Order, or, in the case of a job-order contract, in the Notice to Proceed.

Contract Officer - the City official who conducts the solicitation process to secure a Contractor for the Work and who acts under the authority and direction of the City's Director of Procurement and in accordance with the Tucson Procurement Code.

Contractor - the person, firm or corporation with whom the City has entered into the Contract.

Design-Build – the process of entering into and managing a contract between the City and a contractor in which the Contractor agrees to both design and build a structure and in which design and construction services may be in sequential or concurrent phases, and which may include finance services, maintenance services, operations services, design services and preconstruction services.

Design Services – architect services, engineer services or landscape architect services.

Director of Procurement – the person acting as Director of the City's Department of Procurement and who has authority to award and revise City solicitations and contracts for construction, construction services, and construction-related services as necessary.

Drawings - the graphic and pictorial portions of the contract, wherever located and whenever issued, showing the configuration, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

Estimate for Payment - a form furnished by the City or an approved form submitted by the Contractor in lieu of city furnished form, and is required to be used when submitting requests for payments for work actually performed and materials supplied during a an agreed-to preceding period of time.

Field Order - a written order or directive issued by the City Contract Representative that orders minor changes in the Work.

Final Completion Date - the calendar date when the Work is one hundred percent (100%) complete as determined by the City.

Finance Services – financing services for the Work.

Guaranteed Maximum Price or GMP - the sum of the maximum cost of the Work; the Construction Manager @ Risk's or Design Builder's construction fee; general conditions fee; taxes, bonds, insurance costs; and bid contingency as proposed and approved pursuant to this Agreement. The approved GMP will be made part of this Agreement by executing an amendment or additional amendments for phased construction.

Job-Order-Contracting – a project delivery method in which the contract is a requirements contract for indefinite quantities of construction and in which specified job orders are issued during the contract and may include finance services, maintenance services, operations services, preconstruction services and design services.

Liquidated Damages – a sum set forth in the Contract documents that will be deducted from any monies due to the Contractor, not as a penalty, but in lieu of actual damages for late completion of the work.

Maintenance Services – routine maintenance, repair and replacement of existing facilities, structures, buildings or real property.

Notice to Proceed - a written notice given by the City to the Contractor fixing the date on which the Completion time will commence and upon which the Contractor shall start to perform the Contractor's obligations under the

Contract. In the case of a job order, it may also contain the specifications exclusive to the job order as well as consideration for the Contractor.

Operations Services – routine operation of existing facilities, structures, buildings or real property.

Preconstruction Services – services during the design stage of the Work.
Contract

Public Inspector(s) - that person or persons provided by the public authorities having code jurisdiction and who perform day-to-day inspections of the Work for compliance with applicable codes.

Schedule of Values - a schedule submitted by the Contractor setting forth the values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City Contract Representative may require. This schedule must be submitted before the Contractor submits its first application for progress payment and shall be used as a basis for reviewing and approving payments to the Contractor.

Shop Drawings - drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the Contractor to illustrate, in detail, how some portion of the Work shall be fabricated and/or installed, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

Specifications - those portions of the Contract, or Notice to Proceed if a Job Order, consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Substantial Completion – a written declaration of the date upon which the City, in its sole discretion, determines the Work is substantially complete such that the City has beneficial use and/or occupancy. Upon substantial completion, the right of the City to assess liquidated damages for time after the date of substantial completion ceases, except as allowed for failure to meet final completion within thirty days of substantial completion.

Tucson Procurement Code – in addition to applicable State statutes and applicable Federal regulations and requirements, the municipal ordinance that governs the construction services contracting process as well as contract administration processes including the resolution of contract claims, disputes and controversies.

The Work - the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract, or, in the case of a job-order contract, within individual Notices to Proceed. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract and/or Notice to Proceed, as appropriate.

ARTICLE 2. THE CONTRACT ITS EXECUTION AND INTENT

2.1 The Contract

2.1.1 The documents in the Contract include any amendments, drawings, change orders and approved Contractor submittals.

2.1.2 The Contract comprises the entire agreement between the City and the Contractor concerning the Work and supersedes any prior negotiations, representations or agreements, either written or oral.

The Contract may be amended or modified only by an instrument in writing and fully executed by the authorized parties to the Contract.

2.2 Intent of the Contract

2.2.1 The intent of the Contract is to include all labor, materials, equipment, transportation and all other costs and expenses necessary for the proper execution and completion of the Work by the Contractor.

2.2.2 The Contractor shall take no advantage of any apparent error or omission in the plans, estimated quantities or specifications. In the event the Contractor discovers such an error or omission after contract award, the Contractor shall immediately notify the City Contract Representative. The City Contract Representative shall then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the contract.

2.2.3 The Contract shall be construed in accordance with the laws of the State of Arizona, and all such laws regulating the construction of public works by the City are hereby incorporated herein by reference and made a part hereof.

2.2.4 Materials or work described in words, which have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

2.2.5 The organization of the Contract into divisions, sections or articles is merely for the purpose of convenient reference, and neither the headings nor divisions shall have any legal or Contractual significance and shall not control the division of the Work by the Contractor among the various subcontractor or trades.

2.2.6 The Contractor shall include all utility fees, permits, licenses, etc. including sewer connection fees in each estimate or proposal submitted.

2.3 Execution

2.3.1 Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly examined the Contract.

2.4 Ownership of the Contract

2.4.1 The Contract, including, but not limited to, the drawings and specifications, is the property of the City and is not to be used by the Contractor or any subcontractor on other projects outside the scope of the Work without the express written consent of the City.

ARTICLE 3. ADMINISTRATION OF THE CONTRACT

3.1 Lines of Authority and Communications

3.1.1 The City's Director of Procurement is the City official with overall authority and responsibility for the award and administration of City Contracts. The Director of Procurement or his designated Procurement Department representative after consultation with the City Contract Representative has the ultimate authority to resolve disputes concerning Contract performance and to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the Work.

- 3.1.2** The City Contract Representative is the designated representative of the particular City department for which the Work is being constructed (the “user department”) or the City department which is responsible for the oversight of the work.
- 3.1.3** Day-to-day administration of the Contract is the responsibility of the City Contract Representative. The City Contract Representative is the City’s representative during the prosecution of the Work and shall act as surveillance and technical advisor for the City. The City Contract Representative duties are more fully described in Section 3.2 of this Article.
- 3.1.4** The Contractor shall supervise and direct the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work, unless the Contract gives other specific instructions concerning these matters. The Contractor's duties and responsibilities are more fully described in Article 4 of these Contract conditions.
- 3.1.6** Except where the Contract otherwise provides or where direct communication has been specifically authorized, the Contractor shall initially communicate with the City Contract Representative.

3.2 City Contract Representative’s General Authority and Responsibilities

- 3.2.1** Unless the Contractor is responsible for the design of the Work, the City Contract Representative shall furnish to the Contractor, free of charge unless it is provided otherwise in the Contract, up to three copies of drawings, specifications and instructions available for the execution of the Work. The City Contract Representative **may** furnish additional clarifications or interpretations in writing or by drawings as may be necessary for the proper progress and execution of the Work. Such additional clarifications and interpretations shall be furnished with reasonable promptness, and the Contractor shall not do work without drawings or written clarifications where needed. All drawings, specifications and copies thereof furnished by the City Contract Representative are City property. They are not to be used on other work and, with the exception of the signed Contract, and are to be returned to the City Contract Representative at the completion of the Work.
- 3.2.2** The City Contract Representative shall make general surveillance of the Work. By making sufficient periodic visits to the site of the Work, the City Contract Representative will become thoroughly familiar with the progress and quality of completed portions of the Work, and will assess if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract.
- 3.2.3** The City Contract Representative will decide all questions which may arise as to the quality and acceptability of materials furnished and Work performed and as to the rate of progress of the Work, and all questions which may arise as to the interpretation of the drawings and specifications.
- 3.2.4** The City Contract Representative shall have the authority to reject work that is not in conformity with the Contract and to order additional inspections and testing of the Work. The City Contract Representative's failure during the progress of work to discover or reject materials or work not in accordance with the plans, specifications or contract documents shall not be considered an acceptance of the work or materials or a waiver of defects. Neither the failure of the City Contract Representative to properly perform inspections, tests or approvals required by the contract documents nor the activities or duties of the City Contract Representative in the administration of this contract shall relieve the Contractor from the contractor's responsibility for the means, methods,

techniques, sequences or scheduling of the construction or the obligation to perform the work in strict accordance with the contract documents.

- 3.2.5** The City Contract Representative shall conduct an initial review of, and approve or deny, written Change Orders submitted by the Contractor, and may prepare Change Orders and provide field clarifications and corrections. All Change Orders shall be approved by the Director of Procurement or his designee prior to any work being done. However, in emergencies endangering life or property, the City Contract Representative may take action and issue orders which are deemed necessary to avert the loss of life or property.
- 3.2.6** The City Contract Representative, pursuant to Article 10 of these General Conditions, shall make recommendations to the Contract Officer as to all claims of the Contractor.
- 3.2.7** The City Contract Representative will review and process the Contractor's monthly Estimates for Payment, as more fully set forth in Article 7 of these General Conditions.
- 3.2.8** The City Contract Representative will conduct inspections to determine the dates of Substantial Completion and Final Completion and will certify such dates to the Contract Officer.
- 3.2.9** The City Contract Representative will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility.

3.3 Public Inspections

- 3.3.1** Unless otherwise specifically provided in the Contract, Public Inspectors who perform day-to-day inspections of the Work for compliance with applicable codes will have authority to require compliance with drawings, specifications and applicable codes, and may provide clarification of any unspecified or unclear item or situation.
- 3.3.2** If the drawings or specifications, laws, ordinances, or any public authority requires any work to be specially tested or approved, the Contractor shall give the City Contract Representative timely notice of its readiness for inspection. If the inspection is by an individual, authority or entity other than the City Contract Representative or the Public Inspectors, the Contractor shall advise the City Contract Representative of the date fixed for such inspection.
- 3.3.3** All tests, inspections or approvals required to be performed by the City Contract Representative, Public Inspectors, or other authorities or entities shall not relieve the Contractor of their obligation to perform the Work in accordance with the Contract.

3.4 Special Inspections and Testing of Materials

- 3.4.1** All equipment and materials used in the construction of the Work, especially those upon which the strength and durability of the structure may depend, will be subject to adequate inspection and testing in accordance with accepted standards, to establish conformance with specifications and suitability for the use intended, as determined by the City Contract Representative.
- 3.4.2** The performance of tests and the engagement of testing laboratories or agencies must have the prior approval of the City Contract Representative. Except as provided in subsection 3.4.3, the City will pay for approved tests and services rendered by the approved laboratory or agency in addition to the Contract price for construction.

- 3.4.3 When initial tests indicate that any portion of the Work is not in conformance with the Contract because of faulty workmanship, the Contractor shall be required to pay for necessary re-tests. When initial tests indicate that the work is in conformance with the Contract, any re-testing that's ordered by the City shall be paid for by the City.

ARTICLE 4. THE CONTRACTOR'S DUTIES AND RESPONSIBILITIES

4.1 Contractor's Review of Contract and Site Conditions

- 4.1.1 It shall be the duty of the Contractor to carefully study and compare all drawings, specifications and instructions. If any discrepancies, errors, omissions or inconsistencies are discovered in the drawings or specifications, or between the drawings and specifications, or there are any conflicts between existing site conditions and the requirements of the drawings and specifications, the Contractor shall immediately call all such discrepancies to the attention of the City Contract Representative.
- 4.1.2 The Contractor shall be required to use, for data and dimensions, figures marked on the drawings in preference to what the drawings may measure to scale; but in the absence of figured dimensions, scale dimensions may be used with the prior written concurrence of the City Contract Representative. The Contractor shall verify all dimensions shown and check all measurements in connection with any present building or buildings, level or grades, walks, driveways or other existing conditions before executing any work. Errors or inconsistencies shall be reported to the City Contract Representative immediately. **It is the responsibility of the Contractor to provide BLUESTAKE verification of underground utilities on and off the construction site.**
- 4.1.3 Change orders will not be issued to cover any cost, loss or expense for additional labor or materials required to rectify any error or inconsistency in the drawings and specifications unless prior notification is given by the Contractor to the City Contract Representative.
- 4.1.4 The Contractor shall perform the Work in accordance with the Contract and with shop drawings, product data and samples that have been approved by the City Contract Representative.
- 4.1.5 Notwithstanding the above provisions, if the Contractor is responsible for the design of the Work, the Contractor shall ensure the accuracy and completeness of the drawings, specifications and instructions. If any discrepancies, errors, omissions or inconsistencies are discovered in the drawings or specifications, or between the drawings and specifications, or there are any conflicts between existing site conditions and the requirements of the drawings and specifications, the Contractor shall immediately call all such discrepancies to the attention of the City Contract Representative and shall be responsible for any required corrective action.

4.2 Contractor's Supervision

- 4.2.1 The Contractor shall efficiently and continuously supervise and direct the Work, using its best skill and attention. Unless the Contract specifically provides otherwise, the Contractor shall be solely responsible for and shall exercise control over construction means, methods, techniques and procedures and shall coordinate the sequences of all portions of the Work.
- 4.2.2 The Contractor shall ensure that the key personnel submitted in response to the Request for Qualifications and assigned to this Contract are available throughout the term of the Contract. In

the event that the Contractor requests substitution of key personnel, the Contractor shall obtain prior approval from the City for key personnel substitution. The Contractor shall ensure that substituted personnel are equally qualified and capable. Information on the qualifications of proposed substitutes shall be provided to the City for its consideration and approval prior to substitution taking place.

- 4.2.3** The Contractor agrees that it is as fully responsible to the City for the acts and omissions of its subcontractors and of persons, either directly or indirectly employed by the Contractor, as it is for the acts and omissions of persons directly employed by the Contractor.

4.3 Materials and Labor; Warranty

- 4.3.1** Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, equipment, tools, construction equipment and machinery, water, gas, heat, utilities, transportation, and other facilities and services necessary for the execution, completion and delivery of the Work within the specified Completion Time.

4.3.2 The Contractor shall pay all applicable taxes associated with the Work

- 4.3.3** The Contractor warrants to the City that all materials and equipment furnished under the Contract will be new unless otherwise specified, and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

- 4.3.4** The Contractor shall furnish all materials required to complete the work, except those specified to be furnished by the Agency. The Contractor shall receive, inventory, store, inspect, protect, distribute, and install Agency furnished material unless otherwise specified. The cost of handling and placing all materials after they are delivered to the Contractor shall be considered as included in the contract price for the item in connection with which they are used. The Contractor shall be held responsible for all material delivered to the contractor. Deductions shall be made from any monies due the Contractor to make good any shortages or deficiencies, from any cause whatsoever and for any damage which may occur after such delivery, and for any late delivery charges.

- 4.3.5** The Contractor will be held to furnish all work as specified in the Contract. After a price proposal for the Work has been accepted by the City, changes of brand named, trade named, trademarked, patented articles, or any other substitutions will be allowed only by written order signed by the City Contract Representative. Unless otherwise agreed to via Change Order, the City shall receive all benefits of the difference in costs.

- 4.3.6** Materials not conforming to the requirements of the specifications, whether in place or not, shall be rejected and shall be promptly removed from the site of the work, unless otherwise directed by the City Contract Representative. No rejected material, the defects of which have been corrected, shall be returned to the work site until such time as approval for its use has been given by the City Contract Representative.

4.4 Construction Schedules and Submittals

- 4.4.1** Before commencing the Work, the Contractor shall provide the City Contract Representative with a construction schedule for the Work, fixing the dates at which various pre-determined events shall

occur in order to promote a timely completion of the various parts of the Work in accordance with the Contract. The schedule may be revised from time to time as may be required by conditions of the Work, but shall not exceed time limits, or any extensions thereof, set forth in the Contract or in the individual job order, as appropriate.

- 4.4.2** The Contractor shall prepare and keep current for the City Contract Representative's approval, a schedule of submittals which shall be coordinated with the Contractor's construction schedule and allow the City Contract Representative reasonable time to review such submittals.
- 4.4.3** After review, the City Contract Representative, with reasonable promptness, shall approve these shop or setting drawings, product data, samples and sequences for conformance with the design concept of the project, the approved construction schedule, and other requirements of the Contract.
- 4.4.4** The Contractor shall make any corrections required by the City Contract Representative and re-submit such corrected materials to the City Contract Representative for approval. Any correction or change that will result in a design or function change or in an increase or decrease in the Contract price must also receive the prior approval of the City's Director of Procurement or his designee.
- 4.4.5** The Contractor shall perform no portion of the Work requiring submittal and review of shop drawings, product data, samples or schedules until the respective submittals have been approved by the City Contract Representative, and shall not deviate from such submittals after final approval by the City Contract Representative.
- 4.4.6** As-builts documents must be provided to the City by the Contractor within thirty days of substantial completion. The City reserves the right to withhold final payment until complete as-builts have been received in good order by the City Contract Representative.

4.5 Documents and Samples at the Work Site

- 4.5.1** Unless otherwise directed by the City's Contract Representative, the Contractor shall maintain at the Work site a complete file of the drawings, specifications, amendments, change orders and other approved modifications, in good order and marked to reflect changes and selections made during construction, together with all approved shop drawings, product data, samples and similar required submittals. Such files shall be made available to the City Contract Representative and Public Inspectors upon request.

4.6 Protection and Use of Site - (Signs, Utilities, Water, Sanitation, Traffic, etc.)

- 4.6.1** The City will provide land, rights-of-way and easements for all work specified in the Contract. The Contractor shall confine their apparatus, the storage of materials and the operations of its workmen to limits indicated by law, ordinances, permits or directions of the City Contract Representative, and shall not unreasonably encumber the premises with their material and equipment.
- 4.6.2** Contractor shall prevent any damage to pipes, sewers, computer and phone lines, conduits or other structures, including public and/or private lawns, gardens, shrubbery and trees encountered in the Work, and shall hold the City harmless from damages for any injury done to such pipes, structures or property during the course of the Work.
- 4.6.3** Work shall be accomplished so that there will be a minimum of traffic interruption and inconvenience, discomfort or damage to the public.

4.6.4 The Contractor shall supply safe drinking water for all Contractor employees at the Work site. Water from existing fire hydrants may be made available to the Contractor upon his request to the City's Water Department through the City's Contract Representative. In such cases where the City elects to provide hydrant water, the Contractor will be provided a meter for the fire hydrant. A deposit for the meter will be required by the City's Water Department and refunded if there is no damage to the water meter.

4.6.5 If archaeological, historical or paleontological features are encountered or discovered during any activity related to the Work, the Contractor shall stop work immediately at that location and shall take all reasonable steps to secure the preservation of those features. The City Contract Representative will make arrangements for the proper treatment of the affected portion of the Work site. The Contractor shall not resume work in the affected portion without the prior approval of the City Contract Representative. Extensions in the Completion time for delays resulting from the discovery of archaeological, historical or paleontological features, if such discovery results in a delay to the progress of the Work, may be claimed by the Contractor in accordance with Article 10 of these General Conditions.

4.7 Cleaning Up

4.7.1 The Contractor shall at all times keep the construction site and surrounding area free from accumulations of waste material or rubbish caused by operations under the Contract. Upon completion of the Work, the Contractor shall remove all rubbish, tools, equipment, scaffolding and surplus materials from the site and surrounding areas and leave the area "broom clean" or its equivalent, unless otherwise instructed by the City Contract Representative.

4.7.2 If the Contractor fails to clean up as provided in the Contract, the City may do so and the cost thereof shall be charged against the Contractor.

4.8 Emergencies

4.8.1 In an emergency affecting the safety of life or property, the Contractor, without special instruction or authorization from the City Contract Representative, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury.

4.8.4 Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Contract Representative.

4.8.5 The Contractor shall file with the City Contract Representative the names, addresses and telephone numbers of their employees who can be contacted at any time in case of emergency. These Contractor representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by the City or the Public Inspectors.

4.9 Permits, Fees and Notices

4.9.1 The Contractor shall, at their expense, obtain all necessary permits and licenses for work performed under the Contract, and shall give all necessary notices required by laws, ordinances, rules, regulations and lawful orders of public authorities pertaining to performance of the Work, public health and safety.

4.9.2 If the Contractor knowingly performs work which is not in compliance with such laws, ordinances, rules, regulations or orders, without such notice to the City Contract Representative, the Contractor shall assume full responsibility for such Work and shall bear all costs attributable thereto.

4.10 Royalties and Patents

4.10.1 The Contractor shall pay all royalties and license fees.

4.10.2 The Contractor and the surety shall defend any suit or proceeding brought against the procuring agency, during the prosecution or after the completion of the work, based on a claim that manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, furnished or used under this Contract constitutes an infringement of any patent, trademark, or copyright, and the Contractor shall pay all damages and costs awarded therein, against the procuring agency and any affected third party or political subdivision. If manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, is in such suit held to constitute infringement and if manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, is enjoined, the Contractor shall, at its own expense, either procure for the procuring agency the right to continue manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, or, subject to Engineer's approval, replace same with noninfringing method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part, or modify it so it becomes noninfringing.

4.10.3 If appropriate, the Contractor shall furnish the City Contract Representative satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes, as the case may be.

4.11 Protection of Persons and Property

4.11.1 The Contractor shall be responsible for initiating, maintaining, supervising and directing all safety precautions and programs in connection with the performance of the Contract.

4.11.2 The Contractor shall be responsible for the protection of all Work until completion and final payment is made, including any material or equipment to be incorporated whether in storage on or off the Work site.

4.11.3 The Contractor shall, at their own expense, replace damaged or lost material, or repair damaged parts of the Work or of other property at the work site or adjacent thereto, and the Contractor and their sureties shall be liable therefore.

4.11.4 The Contractor shall assume all risks from floods and casualties and shall make no claim for damages for delay from such causes. However, a reasonable extension of time on account of such delays may be allowed, subject to the conditions contained in Article 6 of these General Conditions.

4.11.5 In the event the Contractor encounters on the work site material reasonably believed to be a hazardous material, such as asbestos or polychlorinated biphenyl (PCB), the Contractor shall immediately stop work in the area affected and report the condition to the City Contract Representative.

- 4.11.6** The Contractor shall take all necessary precautions for the safety of employees on the work site and other persons who may be affected thereby, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. The Contractor shall erect and properly maintain at all times, as required by the condition and progress of the Work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials.
- 4.11.7** The Contractor warrants it is fully familiar and shall comply with all of the safety requirements of the Occupational Safety and Health Act (29 U.S.C. Sections 641-678, or as amended or recodified from time to time). Also the Hazard Communication Act relating to the use of hazardous materials (29 C.F.R. 1910-1200, or as amended or recodified from time to time), as promulgated by the Federal Government and as implemented by the State of Arizona, and that it will be solely responsible for all fines and penalties provided for by law for any violation of such Act and, furthermore, shall require all subcontractors to comply with such Acts and with the provisions of this section. Any claims arising out of alleged violations of such Acts are covered by the indemnification set forth in Section 4.12.

4.12 **Indemnification and Insurance**

- 4.12.1** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson and the Regional Transportation Authority (RTA), its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, but only to the extent caused by negligence, recklessness or intentional wrongful conduct including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees, provided, however, that this duty to indemnify, hold harmless and defend shall not include losses, damages, claims, liabilities, costs and expenses to the extent arising from the acts or omissions of the City. If Contractor or any of Contractor's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the City, the Contractor shall indemnify the City from and shall pay any assessed tax penalty (current as of 10-29-14).
- 4.12.2** The Contractor Agrees to:
- .1 Obtain insurance coverage of the types and amounts required in this subsection and keep such insurance coverage in force throughout the life of the Contract. The Contractor will provide satisfactory certificates of the required coverage to the Contracting Officer before beginning the Work. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation or reduction in coverage in any policy.
 - .2 Include the City and the Regional Transportation Authority (RTA) as an additional insured on the General Liability Insurance and Automobile Liability Insurance policies with respect to liability arising out of the performance of the Work. The Contractor agrees that the insurance required hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

- .3 Provide and maintain minimum insurance coverage as follows:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Project	\$2,000,000
Products & Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*1	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

*1 Independent Contractor/Sole Proprietor designation is given to those who desire to waive their rights for worker compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). Please use the Sole Proprietor/Independent form

[] Checked If applicable:

Builder's Risk
Insurance including:
Fire, Extended Coverage, Vandalism
and Malicious Mischief, and Theft.

Contract Value
(Less site preparation)

Builder's Risk insurance shall be required on all vertical construction.

The City reserves the right, at its sole option, to furnish the Builder's Risk Insurance at the City's expense in the event that the City exercises such right, Contractor shall reduce General Conditions and overhead accordingly.

- .4 In the event any of the Work is subcontracted, the Contractor shall require the subcontractor to provide Workers' Compensation insurance for all of the subcontractor's employees engaged in the Work, unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation insurance. In case any class of employees engaged in hazardous work under the Contract is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's general liability insurance for the protection of such of their employees as are not otherwise protected.

ARTICLE 5. SUBCONTRACTS AND SEPARATE CONTRACTS

5.1 Subcontracts

- 5.1.1** The Contractor shall ensure that the assigned to this Contract are available throughout the term of the Contract. In the event that the Contractor requests substitution of subcontractors, the Contractor shall obtain prior approval from the City for subcontractor substitution. The Contractor shall ensure that substituted subcontractors are equally qualified and capable. Information on the qualifications of proposed substitutes shall be provided to the City for its consideration and approval prior to substitution taking place.
- 5.1.3** In job-order-contracting, by appropriate written agreement, the Contractor agrees that each subcontractor has been notified in writing of the negotiated amount or coefficient agreed to for billing purposes. Furthermore, by appropriate written agreement, the Contractor agrees that each subcontractor shall be bound to the Contractor by the terms of this Contract. In the event of a conflict between the substance of a written subcontract and the language of this Contract, the language of this Contract shall prevail.
- 5.1.4** Contractor shall ensure that each subcontract shall preserve and protect the rights of the City under the Contract with respect to the work to be performed by the subcontractor. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with sub-subcontractors. In this connection, the Contractor shall make available to each subcontractor, prior to execution of any subcontract, copies of the Contract provisions to which the subcontractor will be bound. Subcontractors shall also make copies of applicable portions of the Contract available to their respective subcontractors.
- 5.1.5** Each subcontract will require the subcontractor to submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment to the City in a timely manner, including any claims for extras, extensions of time, and damages for delays or otherwise to the Contractor in the manner provided in the Contract for like claims by the Contractor upon the City.
- 5.1.6** The Contractor further agrees:
- .1 To be bound to the subcontractor by all the obligations that the City assumes to the Contractor under this Contract, and by all provisions thereof affording remedies and redress to the Contractor from the City.
 - .2 To promptly pay the subcontractor in accordance with applicable State statute.
 - .3 That, at all times, the subcontractors' total payments shall be proportionate to the value of the labor and materials provided by them. Payment may be preconditioned upon the subcontractors providing the Contractor with requested significant partial or final lien waivers.
 - .4 To pay the subcontractor to such extent as may be provided by the Contract or the subcontract, if either of these provides for earlier or larger payments than the above.

- .5 To ensure timely payment to subcontractors for their work as performed and for materials fixed in place, less any applicable retention, despite any delay by the City in making payments to the Contractor for any cause not the fault of the subcontractor.
 - .6 To share or forward, as appropriate, with its subcontractors or, as appropriate, with the City, any fire insurance money received by the Contractor under the insurance provisions of the Contract.
 - .7 That no claim for services rendered or materials furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
 - .8 To give the subcontractor an opportunity to be present and to submit evidence in any Contractual claim, controversy or dispute.
- 5.1.7** Nothing in this Article shall create any obligation on the part of the City to pay to, or to see to the payment of, any sums to any subcontractor, except as may otherwise be required by law.
- 5.1.8** Each subcontract agreement for a portion of the Work is hereby assignable by the Contractor to the City provided that:
- .1 Assignment is effective at the sole option of the City and only upon termination of the Contract for cause pursuant to Article 9 of these General Conditions, and only for those subcontract agreements which the City determines to accept by notifying the subcontractor in writing, and
 - .2 Assignment is subject to the prior rights of the surety obligated under the Bonds relating to the Contract.
- 5.2 Separate Contracts**
- 5.2.1** The City reserves the right to perform construction or operations related to the Work with the City's own forces and to let separate Contracts in connection with other portions of the Work or other construction or operations on the Work site.
- 5.2.2** The Contractor shall afford other Contractors on the Work site reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.
- 5.2.3** The City Contract Representative shall coordinate the activities of the City's own forces and of each separate Contractor with the work of the Contractor. The Contractor and all other Contractors on the Work site shall be required to review their construction schedules and cooperate with the City Contract Representative in coordinating the various portions of the Work with the schedules of such separate contractors.
- 5.2.4** If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the City Contract Representative any defects in such work that render it unsuitable for continuance of the Contractor's Work. Failure to inspect and report may constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's Work, except as to defects not then reasonably discoverable.

- 5.2.5** Costs caused by the Contractor because of delays or by improperly timed activities or defective construction shall be borne solely by the Contractor.
- 5.2.6** If the Contractor causes damage to any separate contractor on the site, the Contractor, upon due notice, agrees to settle with such separate contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the City on account of any damage alleged to have been so sustained, the City shall notify the Contractor, who shall defend such proceedings and, if any judgment against the City arises therefrom, the Contractor shall pay or satisfy it.
- 5.2.7** Should separate contractors on the Work cause any damage, cost or loss to the Contractor, the City shall not be held responsible or liable therefore in any way other than extensions of completion time in accordance with Article 6 of these General Conditions.

ARTICLE 6. TIME FACTORS; LIQUIDATED DAMAGES

6.1 Time

- 6.1.1** Unless otherwise provided in the Contract, the Completion Time is the number of calendar days, including authorized time extensions, specified for completion of the Work.
- 6.1.2** Completion Time shall commence on the day specified in the Notice to Proceed. The date shall not be postponed on account of the failure of the Contractor, or of any of its subcontractors to take any action required to commence the Work.
- 6.1.3** The date of Substantial Completion is the date certified by the City Contract Representative pursuant to Subsection 7.4.1 of Article 7 of these General Conditions. It is expressly agreed that the time for completion is a reasonable time, considering average climatic conditions and usual industrial conditions prevailing in the Tucson area.
- 6.1.4** The term "day" as used in the Contract shall mean calendar day.
- 6.1.5** By execution of the Contract documents, or by concurrence with the Notice to Proceed in the case of a job order, the Contractor acknowledges that the time described is a reasonable period for a competent Contractor to complete the Work.
- 6.1.6** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the agreed upon time frame. If the Contractor is delayed on any portion of the Work for any reason whatsoever, it shall expeditiously proceed on other portions of the Work which are not affected by such delay.

6.2 Liquidated Damages

- 6.2.1** The amount of liquidated damages shall be as specified in the Contract documents, or, in the case of a job-order, in the Notice to Proceed.
- 6.2.2** The Contractor has been put on notice that the City shall enforce the liquidated damages set forth in the Contract documents or Notice to Proceed.
- 6.2.3** The Contractor agrees that the City will incur damages if the Contractor fails to complete the Work within the Completion time or any approved extensions thereof and that the liquidated damages

specified in the Contract or, in the case of a job-order, in the Notice to Proceed, represents a fair and equitable approximation of the City's damages.

Each calendar day that the Contractor shall fail to achieve Substantial Completion after the calendar date agreed to for the completion of the Work provided for in the Contract, the sum set forth in the Contract documents will be deducted from any monies due the Contractor, not as penalty, but as liquidated damages; provided however, that due account will be taken of any adjustments of the Completion time for the completion of the work allowed under the Contract.

Permission allowing the Contractor to continue and finish any part of the Work after the time fixed for its completion or after the date to which the time for completion may have been extended shall in no way operate as a waiver on the part of the City of any of its rights under the Contract.

Once substantial completion is granted, the Contractor shall achieve final completion within thirty (30) calendar days, unless otherwise agreed upon. If final completion does not occur within the agreed upon number of days, liquidated damages will commence on the first day after the agreed days, until final completion occurs.

6.3 Delays and Time Extensions

6.3.1 It is agreed that the City's only liability for any delay from any cause shall be limited to granting a time extension to the Contractor and that no extended general conditions for any delay will be applicable unless agreed to by the City. There is no other obligation, express or implied, on the part of the City to the Contractor for delay from any cause.

6.3.2 Force Majeure

6.3.2.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the parties affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a sub-contractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

6.3.2.2 If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall immediately notify the other party in writing of such delay of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.3.3 The completion time shall be extended when delay in completion of the Work by either the Contractor or the subcontractors is due to any preference, priority or allocation order duly issued by the Federal Government.

6.3.4 Time extensions shall only be granted for delays caused by the City, changes authorized in accordance with Article 8 of this agreement, or delays pursuant to sections 6.3.2 and 6.3.3.

- 6.3.4** Should a dispute arise between the Contractor and the City regarding a delay or time extension, the Contractor shall continue progress on the Work until the dispute is resolved.

ARTICLE 7. PAYMENTS TO THE CONTRACTOR

7.1 Contract Price; Request for Payment; Schedule of Values

- 7.1.1** The Contract amount or coefficient stated in the Contract documents or, in the case of a job order, in the Notice to Proceed, plus or minus any authorized adjustments, is the amount payable by the City to the Contractor for performance of the Work under the Contract or for a specific job order.

- 7.1.2** During the course of construction, the Contractor shall request payment for work actually performed during the preceding month or some other time period as mutually agreed to, using "ESTIMATE FOR PAYMENT" forms, which are furnished by the City or a City approved form submitted by the Contractor. Completed forms shall be submitted to the City Contract Representative. A schedule of values and an updated project schedule shall accompany the request for payment.

7.2 Certification and Payment

- 7.2.1** The City by mutual agreement may make progress payments on Contracts of less than ninety days and shall make monthly progress payments on all other Contracts as provided for in this paragraph. Payment to the Contractor on the basis of a duly certified and approved estimate for payment of the work performed during the preceding calendar month under the Contract may include payment for material and equipment. An estimate of the work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the City or the City's designee prepares and issues a specific written finding setting forth those items in detail in the estimate of the work that are not approved for payment under the Contract. The City may withhold an amount from the progress payment sufficient to pay the expenses the City reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before fourteen days after the estimate of the work is certified and approved. The estimate of the work shall be deemed received by the City on submission to any person designated by the City for the submission, review or approval of the estimate of the work.

- 7.2.2** On completion and acceptance of each separate building, public work or other division of the Contract on which the price is stated separately in the Contract, except as qualified in paragraph 7.2.5, payment may be made in full, less authorized deductions. In preparing estimates, the material and equipment delivered on the site to be incorporated in the job shall be taken into consideration in determining the estimated value by the architect, engineer or other person, as specified in the Contract.

- 7.2.3** The Contractor shall pay to the Contractor's subcontractors or material suppliers and each subcontractor shall pay to the subcontractor's subcontractor or material supplier, within seven days of receipt of each progress payment, unless otherwise agreed in writing by the parties, the respective amounts allowed the Contractor or subcontractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest, except that no Contract for construction services may materially alter the rights of any Contractor, subcontractor or material supplier to receive prompt and timely payment as provided under this section. The payments to subcontractors or material suppliers shall be based on payments received pursuant to this section. Any diversion by the Contractor or subcontractor of payments received for work performed on a Contract, or failure to reasonably account for the application or use of those payments, constitutes grounds for disciplinary action by the Registrar of Contractors. The subcontractor or material

supplier shall notify the Registrar of Contractors and the City in writing of any payment less than the amount or percentage approved for the class or item of work as set forth in this section.

- 7.2.4** A subcontractor may notify the City in writing requesting that the subcontractor be notified by the City in writing within five days from payment of each progress payment made to the Contractor. The subcontractor's request remains in effect for the duration of the subcontractor's work on the project.
- 7.2.5.** Nothing in this section prevents the Contractor or subcontractor, at the time of application and certification to the City or Contractor, from withholding the application and certification to the City or Contractor for payment to the subcontractor or material supplier for unsatisfactory job progress, defective construction work or materials not remedied, disputed work or materials, third party claims filed or reasonable evidence that a claim will be filed, failure of a subcontractor to make timely payments for labor, equipment and materials, damage to the Contractor or another subcontractor, reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum or a reasonable amount for retention.
- 7.2.6** If any payment to a Contractor is delayed after the date due interest shall be paid at the rate of one per cent per month or fraction of a month on the unpaid balance as may be due.
- 7.2.7** If any periodic or final payment to a subcontractor is delayed by more than seven days after receipt of the periodic or final payment by the Contractor or subcontractor, the Contractor or subcontractor shall pay the subcontractor or material supplier interest, beginning on the eighth day, at the rate of one per cent per month or fraction of a month on the unpaid balance as may be due.
- 7.2.8** Notwithstanding anything to the contrary in this section, this section applies only to amounts payable in a construction services Contract for construction and does not apply to amounts payable in a construction services Contract for design services, preconstruction services, finance services, maintenance services, operations services and other related services.
- 7.2.9** The City Contract Representative, with reasonable dispatch, will review the contents of the ESTIMATE FOR PAYMENT submitted by the Contractor, determine the sufficiency of the estimate, satisfy himself that the City has received full value, certify the estimate and submit it through normal channels for payment.
- 7.2.10** Neither the certification nor payment made to the Contractor, nor partial or entire use or occupancy of the Work by the City shall constitute an acceptance of any portion of the Work.

7.3 **Payment Withheld**

- 7.3.1** If the City Contract Representative is unable to certify a request for payment in whole or in part because, after observing the Work and the data comprising the ESTIMATE FOR PAYMENT, the City Contract Representative determines that the Work has not progressed or the quality of the Work is not in accordance with the Contract, the City Contract Representative shall promptly notify the Contractor. If the City Contract Representative and the Contractor cannot agree on a revised amount, the City Contract Representative will promptly issue a certificate for payment in an amount they determines is justified.
- 7.3.2** The City Contract Representative or other City official, as a result of subsequently discovered evidence, may also withhold or nullify the whole or a part of any certification to such extent as may be necessary to protect the City from loss on account of:

- .1 Defective work not remedied.
 - .2 Third party claims filed or reasonable evidence indicating probable filing of such claims.
 - .3 Failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment.
 - .4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract amount, or reasonable evidence that the Work will not be completed within the Completion time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.
 - .5 Damage to another contractor or to the City.
 - .6 Damage to the real or personal property of another and failure to repair or replace the same.
 - .7 Persistent failure to carry out the Work in accordance with the Contract.
- 7.3.3** When the grounds for withholding payment have been corrected to the satisfaction of the City Contract Representative or other City official concerned, the City shall proceed to process any amounts due.
- 7.4** **Substantial Completion**
- 7.4.1** When the Contractor considers that the Work, or a portion thereof which the City has agreed to accept separately, is ready for its intended use, it shall notify the City Contract Representative in writing that the Work, or the agreed upon portion thereof, is substantially complete and request the City Contract Representative to issue a Certificate of Substantial Completion. Within a reasonable time thereafter, the City Contract Representative will make an inspection of the Work, or the designated portion thereof, to determine the status of completion. If the inspection discloses any item that is not in accordance with the Contract, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. The Contractor shall then submit a request for a re-inspection by the City Contract Representative. When the Work or designated portion thereof is determined to be substantially complete, the City Contract Representative will prepare a Certificate of Substantial Completion for signature of the parties, fixing therein the date of Substantial Completion and establishing the responsibilities of the City and Contractor, pending final payment by the City, for security, maintenance, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall finish all items on the punch list attached to the certificate.
- 7.4.2** Warranties required by the Contract shall commence on the date of Final Completion for a period of two years, except where a specific provision of the Contract provides otherwise.
- 7.5** **Final Completion and Final Payment**
- 7.5.1** Upon receipt of notice from the Contractor that the Work is ready for final inspection and upon receipt of a request for final payment, the City Contract Representative will determine that all items on the punch list have been completed or corrected and the City will make payment for such work or portion thereof as provided for in the Contract.

7.6 Consent of Surety/ Lien Waivers and As-Built Drawings

7.6.1 Final payment shall become due when the Contractor provides to the Contract Officer a Consent of Surety Certificate from their bonding company, or lien waivers, at the Contract Officer's discretion and all completed as-built drawings.

7.7 Partial Utilization

7.7.1 The City may occupy or use any portion of the Work which the City and the Contractor agree constitutes a separately functioning and usable part of the Work that can be used by the City without significant interference with the Contractor's performance of the remainder of the Work. Such use or occupancy may commence whether or not the portion is substantially complete, provided the City and the Contractor have accepted in writing their mutual responsibilities regarding the used portion, including but not limited to insurance coverage, maintenance and utilities.

7.7.2 Partial use or occupancy of the Work by the City shall not constitute acceptance of Work not complying with the requirements of the Contract.

ARTICLE 8. UNCOVERING AND CORRECTION OF WORK; CHANGES IN THE WORK

8.1 Uncovering of Work

8.1.1 Piping, wiring, ducts, etc., shall not be covered up before proper inspection, approval and certificates, if required, are issued. Should any work that is designated for inspection by the City Contract Representative or the Contract before covering is covered before such inspection, it must be uncovered by the Contractor at their expense when examination is ordered by the City Contract Representative.

8.1.2 If a portion of the Work not designated by the City Contract Representative or the Contract for inspection has been covered and the City Contract Representative or a Public Inspector orders such work uncovered for inspection, the Contractor shall immediately uncover such work. If such uncovered work is found to be in accordance with the Contract, an appropriate Change Order shall be issued to compensate the Contractor for the expense of uncovering and replacing the work. If such work is found to be not in compliance with the Contract, the Contractor shall pay such costs, unless the condition was caused by the City or a separate Contractor.

8.1.3 The City shall not be responsible for or bear the cost of any re-examination and replacement occasioned by defects in the work caused by subcontractors.

8.2 Correction of Work

8.2.1 Correction of Work Before Final Payment: The Contractor shall promptly remove from the site of the Work all materials and/or associated portions of the Work rejected by the City Contract Representative as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract, without expense to the City, and shall bear the expense of making good the work of other contractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such rejected Work and/or materials within a reasonable time, fixed by written notice, the City may remove it and may store the materials at the expense of the Contractor.

8.2.2 Should the Contractor fail to repair such defective material and/or workmanship or to make replacements within five (5) calendar days after written notice by the City, it is agreed that the City may, at its sole discretion, make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor or his surety.

8.3 **Changes in the Work**

8.3.1 The City Contract Representative may order extra work or make changes by altering, adding to or deducting from the Work, the Contract price being adjusted accordingly by Change Order without invalidating the Contract. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

8.3.2 If, instead of requiring corrections or removal of work not conforming to the requirements of the contract, the work is determined to be acceptable with diminished value in the sole judgment of the City Contract Representative, a change order shall be issued incorporating the necessary revisions in the contract, including an appropriate reduction in the contract price. Such a change order does not require the signature or approval of the Contractor. Such acceptance of non-conforming work shall not constitute a waiver of any other work required under this contract.

8.3.3 The value of any extra work or change ordered under the Contract shall be determined in one or more of the following ways:

- .1 By estimate and acceptance in a lump sum.
- .2 By unit prices in the Contract or subsequently agreed upon prices.
- .3 By a fixed fee.

ARTICLE 9. SUSPENSION OR TERMINATION OF THE WORK

9.1 **Suspension of the Work for Cause; City's Right to Perform the Work**

9.1.1 If the Contractor fails to correct Work which is not in accordance with the Contract, or persistently fails to carry out the Work in accordance with the Contract, the Contract Officer, after consultation with the City Contract Representative, may order the Contractor in writing to stop the Work, or any portion of the Work, until the cause for such order has been eliminated.

9.1.2 If the Contractor fails to prosecute the Work properly or fails to perform any provision of this Contract, the City may, five (5) days after written notice to the Contractor, and without prejudice to any other remedy the City may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor and its surety shall be liable to the City for such deficiency.

9.2 **Termination by the City for Cause**

9.2.1 The City, upon certification by the City Contract Representative, without prejudice to any other right or remedy of the City and after giving the Contractor seven (7) days written notice, may terminate this Contract as to all or any part of the Work for any of the following reasons:

- .1 If the Contractor abandons the Work, or unnecessarily delays the Work.
- .2 If the Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials or competent subcontractor.
- .3 If the Contractor fails to make payment to subcontractor for materials or labor in accordance with the respective agreements between the Contractor and the subcontractor or as expressly set forth herein.
- .4 If the Contractor persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or persistently violates the conditions or covenants of this Contract.
- .5 If the Contractor should be adjudged bankrupt.
- .6 If the Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency.
- .7 If the Contractor is otherwise in substantial breach of a provision of the Contract as determined by the City.

9.2.2 Upon termination of the Contract for any of the above reasons, the City, subject to any prior rights of the surety, may:

- .1 Take possession of the Work and of all materials, equipment, tools, and construction equipment and machinery at the Work site or adjacent thereto belonging to the Contractor.
- .2 Accept assignment of subcontracts pursuant to Subsection 5.1.8 of Article 5 of these General Conditions.
- .3 Finish the Work by whatever reasonable method the City may deem expedient. In completing the Work by a new contractor or by doing the Work itself, the City may use such equipment, materials, supplies, machinery, implements, tools and plant of the Contractor in the City's possession and may make all necessary repairs and replacements thereto.

9.2.3 If the City terminates the Contract for one of the reasons stated in Subsection 9.2.1, the Contractor shall not be entitled to receive any further payment.

9.2.4 The cost of fully completing the Work provided for under any new contract shall include the sum or sums of money to be paid by the City to other Contractors, all costs of repairs and replacements of machinery, implements, tools and plant of the Contractor hereunder, and also all sums of money paid for additional management and administrative services, including but not limited to the cost of the City Contract Representative's additional services and added expenses made necessary by the termination of the Contract.

9.2.5 If the unpaid balance of the Contract price exceeds costs of finishing the Work, such excess may, at the City's discretion, be paid to the Contractor. If such costs exceed the unpaid balance, the City

may sell all materials, supplies, machinery, implements, tools and plant of the Contractor's then on hand, at public sale, on giving the Contractor twenty (20) days' notice of the time and place of such sale, and the net proceeds derived from the sale of said property shall be applied against such costs. Should the amount received from the sale be insufficient to pay such deficiency, the Contractor and its surety shall be liable to pay the amount of the deficiency.

9.3 Suspension by the City for Convenience

9.3.1 The City may, without cause, order the Contractor in writing to suspend or interrupt the Work in whole or in part for such period of time as the City may determine whenever such suspension or interruption would be in the best interest of the City.

9.3.2 If the City suspends the Work for convenience, an adjustment shall be made for substantiated increases in the cost of performance of the Contract, if any, including profit on the increased cost of performance, caused by suspension or interruption. No adjustment shall be made to the extent:

- .1 That performance is, was or would have been so suspended or interrupted by another cause for which the Contractor is responsible, or
- .2 That an equitable adjustment is made or denied by the City.

9.4 Termination by the City for Convenience

9.4.1 The performance of the Work under this Contract may be terminated by the City, in whole or in part, in accordance with this clause whenever the City reasonably determines that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of the Work is terminated, and the date upon which such termination becomes effective.

9.4.2 If the Contract is terminated by the City as provided herein, the Contractor shall receive compensation for any Work performed and accepted, together with profit in proportion to the Work performed and accepted. The compensation shall include payment for contractual obligations reasonably incurred prior to termination. No amount shall be allowed for anticipated profit on unperformed Work.

9.4.3 In the event the City terminates the Work, in whole or in part, for cause pursuant to Section 9.2 of this Article 9 and the termination is later deemed to be unjustified, then such termination shall be automatically deemed a termination for convenience and the provisions of this Section 9.4 shall apply.

9.4.3 Termination of the Contract or portion thereof by the City for convenience shall not relieve the Contractor of their contractual responsibilities for the Work completed, nor shall it relieve the surety of its obligation for and concerning any just claim arising out of the Work completed.

9.5 Contractor's Right to Terminate Contract

9.5.1 The Contractor may terminate the Contract for any of the following reasons:

- .1 If the Work should be stopped under an order of any court of competent jurisdiction or other public authority for a period in excess of one (1) month through no act or fault of the Contractor or of anyone directly or indirectly employed by him.

- .2 If the City has failed to pay the Contractor within sixty (60) days after the date when any sum is certified for payment by the City Contract Representative, or
- .3 If repeated suspensions or interruptions ordered by the City pursuant to Section 9.3 total in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less.
- 9.5.2** If one of the above reasons exists, the Contractor may, upon seven (7) additional days, written notice to the City Contract Representative, stop Work and terminate the Contract and recover payment from the City for all Work executed and accepted by the City and any loss sustained upon any plant or materials and reasonable profit and damages.

ARTICLE 10. CLAIMS AND DISPUTES

10.1 City Contract Representative's Resolution of Claims and Disputes; Review by Contract Officer

- 10.1.1** This Article relates to claims for additional compensation and any other differences between the parties arising under and by virtue of the Contract. Such claims are to be resolved at the earliest possible time and at the first responsible level so as to increase the possibility that such matters will be resolved without the vexation of an administrative hearing process, arbitration or litigation.
- 10.1.2** All claims, including but not limited to, claims relating to adjustments or interpretations of the Contract, payments of money, or other relief with respect to the terms of the Contract, shall be referred initially in writing to the City Contract Representative for action. The responsibility to substantiate claims shall rest with the party making the claim.
- 10.1.3** Claims by either party must be made within twenty-one (21) days after the event giving rise to the claim or within twenty-one (21) days after the claimant first becomes aware of the condition giving rise to the claim, whichever is later.
- 10.1.4** Pending final resolution of a claim, the Contractor shall proceed diligently with performance of the Contract and the City shall continue to make payments in accordance with the Contract.
- 10.1.5** The City Contract Representative shall, within twenty-one (21) days of receipt of a claim, issue one of the following:
- (1) Issue a decision either rejecting or approving the claim.
 - (2) Suggest an equitable compromise of the claim.
 - (3) Provide a schedule to the Contractor indicating when they expect to be able to take action, which shall be within a reasonable time.
- 10.1.6** The City Contract Representative may require the submission of additional documentation from the Contractor to facilitate a decision.
- 10.1.7** The Contractor shall have ten (10) days from the date of the City Contract Representative's final decision rejecting or approving a claim, or suggesting a compromise, within which to accept or object to the decision. Failure of the Contractor to accept or object to the decision in writing within such ten (10) day period shall be deemed an acceptance of the decision. If the Contractor rejects

the decision of the City Contract Representative in writing within such ten (10) day period, the matter shall be referred to the Contract Officer for de novo review.

- 10.1.8** The Contract Officer shall have sixty (60) days from receipt of a written objection by the Contractor to the City Contract Representative's final decision, or such longer period as the parties may stipulate in writing, to review the matter and issue a response in accordance with Article IX of the Tucson Procurement Code. During such period, the Contract Officer may require such additional documentation or testimony as deemed necessary to support his/her response.

ARTICLE 11. MISCELLANEOUS PROVISIONS

11.1 Governing Law

- 11.1.1** The Contract shall be governed and construed according to the laws of the Tucson City Code and the State of Arizona.

11.2 Written Notice

- 11.2.1** Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last known business address known to the party giving notice.

11.3 Conflict of Interest

- 11.3.1** The City shall also have the right to terminate this Contract pursuant to the conflict-of-interest provisions of A.R.S. Sec. 38-511 and to exercise any and all remedies provided in such statute. The City may cancel this Contract if any person significantly involved in negotiating, drafting, securing or obtaining this Contract for or on behalf of the City of Tucson becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Contract.

11.4 Independent Contractor

- 11.4.1** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose (current as of 10-29-14).
- 11.4.2** The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees (current as of 10-29-14).

11.5 Gratuities

- 11.5.1** The City may, by written notice to the Contractor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent

or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such contract. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

11.6 Provisions Required By Law

11.6.1 Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

11.7 Severability

11.7.1 The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

11.8 Interpretation – Parol Evidence

11.8.1 This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

11.9 Rights and Remedies

No provision in this document or in the Contractor's response shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

11.10 Right to Assurance

Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.

202445-02
JOB ORDER CONTRACT WATER PRODUCTION WELL DRILLING
SERVICES

APPENDIX C
CONSTRUCTION AGREEMENT

APPENDIX C

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20 _____,
by and between the City of Tucson, a municipal corporation organized and existing

under the laws of the State of Arizona, hereinafter called the "City", and _____

of the City of _____, County of _____, and State of _____ hereinafter called the "Contractor".

WITNESSETH: That the Contractor and the City, in consideration of the mutual covenants herein contained, agree as follows:

12.1 Project and Contract Price

12.1.1 Contract Name: JOC FOR WATER PRODUCTION WELL DRILLING SERVICES

Contract Number: 202445

Description:

Term: The term of this contract will be ONE (1) year with FOUR (4) one-year renewal options

12.1.2 Pricing -

12.2 Notice to Proceed, Completion Time, and Liquidated Damages

12.2.1 It is agreed that the City Representative will issue the Notice To Proceed with the Work to be performed under this Contract within twenty (20) consecutive calendar days after the date of execution of this Agreement, except in job order contracts where a separate Notice to Proceed will be issued for each individual job order.

12.2.2 The Contractor agrees that the Work shall be prosecuted promptly, regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly agreed that the time for completion is a reasonable time, considering average climatic conditions and usual industrial conditions prevailing in the Tucson area.

12.2.3 Liquidated Damages. Completion times will be specified in the Notice to Proceed. Applicable liquidated damages shall be assessed for each day the Work remains incomplete after the scheduled completion date. This amount is agreed upon because of the impracticability and extreme difficulty of ascertaining the actual damages the City will sustain on account of late completion.

12.3 Miscellaneous

12.3.1 Guarantee. The Contractor shall guarantee all work under this Agreement against defects of material and workmanship for a minimum of two years from the date of Final Completion.

12.3.2 Assignment. Neither party to this Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the City.

12.3.3 Contract Documents. The following listed documents constitute the Contract Documents and they are all as fully a part of this Agreement as if repeated herein:

1. Any and all Amendments, Supplementary General Conditions and Special Requirements included herein.
2. This Agreement.
3. Standard Terms & Conditions or General Conditions for Construction
4. Construction Specifications, including any and all Standard, Special, Technical, and Supplementary Specifications included herein.
5. Drawings, Sheets 1 to _____ inclusive.
6. SBE/DBE Plan, if applicable
7. Performance and Payment Bonds
8. Insurance Requirements

12.3.4 Precedence. In the event of any inconsistency between any of the terms of the documents enumerated above, such inconsistency shall be resolved by giving precedent to the terms of the above documents in the order listed. Anything in these Contract Documents to the contrary notwithstanding, the provisions of all pertinent general public laws of the State of Arizona in effect at the time of the execution of this Agreement shall be a part of the Agreement between the parties and shall take precedence over all of the other Contract Documents.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date and year first written above.

CITY OF TUCSON, a municipal corporation

By: Nathan Daou
As Business Services Director and Not Personally

KP Ventures Well Drilling & Pump Co. LLC

Contractor

By: [Signature]

Title: President

APPROVED AS TO FORM this 28
day of July, 2022

[Signature]
As City Attorney and not personally

NOTE: The City's Contract Representative is:

Molly Collins

202445-02
JOB ORDER CONTRACT WATER PRODUCTION WELL DRILLING
SERVICES

APPENDIX D
PRICING

RFQ# 202445
JOB ORDER CONTRACT PRICE SHEET
Water Production Well Drilling Services

Vendor Name: KP Ventures Well Drilling & Pump Co. LLC

Item No.	Description	Unit Price
1	Mobilization/Demobilization (per job)	\$56,000.00
2	Site Moves (Site Prep and Clean up, Restoration)	\$25,000.00
3	Supply & set Surface Casing (40' max, 36" diameter 0.375 wall thickness)	\$ 492.00 /ft
4	Drill Pilot Hole Boring (1200' max, 17.5" diameter)	\$ 120.00 /ft
5	Drill Pilot Hole Boring (1000' max, 12" diameter)	\$ 104.00 /ft
6	Drill Reamed Hole Boring (1000' max, 22" diameter)	\$ 104.00 /ft
7	Drill Reamed Hole Boring (1200' max, 26" diameter)	\$ 120.00 /ft
8	Drill Reamed Hole Boring (1200' max, 30" diameter)	\$ 140.00 /ft
9	Install 304L S.S. Casing, Blank, 12" diameter	\$ 20.00 /ft
10	Install 304L S.S. Casing, Louvered 12" diameter	\$ 20.00 /ft
11	Install 304L S.S. Casing, Blank, 16" diameter	\$ 24.00 /ft
12	Install 304L S.S. Casing, louvered, 16" diameter	\$ 24.00 /ft
13	Install 304L S.S. Screen, louvered, 16" diameter	\$ 24.00 /ft
14	Install 304L S.S. Casing, Blank, 20" diameter	\$ 28.00 /ft
15	Install 304L S. S. Screen, Louvered 20" diameter	\$ 28.00 /ft
16	Install Centralizers, 304L Stainless Steel, every 60'	\$ 40.00 /ft
17	Provide and Install 3" Stainless Steel Gravel Tube to top of filter pack	\$ 45.00 /ft
18	Provide and Install 1.5" Stainless Steel Sounding tube and screen to base of well	\$ 30.00 /ft
19	Provide & Install Gravel Pack (6X9) and filter sand (No. 60) silica	\$ 130.00 /ft
20	Provide & Install Cement Grout and coated bentonite pellets (Continuous Lifts to Surface)	\$ 76.00 /ft
20	Geophysical Logging and Deviation survey of pilot hole	\$ 9.18 /ft
21	Deviation and Caliper log of reamed hole	\$ 4.32 /ft
22	Deviation Survey cased well	\$ 3.46 /ft
Development and Pump Test		
23	Swab and Airlift Development	\$ 500.00 /hour
24	Develop by Pumping and Pump Test for Total Period of up to 48 Hours per Well	\$ 550.00 /hour
25	Develop by Pumping and Pump Test for Total Period In Excess of 48 Hours per Well	\$ 550.00 /hour
26	Stand-by Charges for Miscellaneous Items on an Hourly Basis	\$ 450.00 /hour
27	Time to wait for dispersant to break down mud	\$ 450.00 /hour
28	Provide, Install, and Remove Test Pump	\$ 28,000.00 /well

RFQ# 202445
JOB ORDER CONTRACT PRICE SHEET
Water Production Well Drilling Services

Other Drilling Services			
29	Well Abandonment for Wells < 500 feet deep		
29a	Demo and Remove Concrete Pad	\$ 12,000.00	/job
29b	Cut and Remove Upper 20' of Casing	\$ 20,000.00	/job
29c	Grout Hole to 20' of Land Surface	\$ 60.00	/ft
30	Well Abandonment for Wells > 500 feet deep		
30a	Demo and Remove Concrete Pad	\$ 12,000.00	/job
30b	Cut and Remove Upper 20' of Casing	\$ 20,000.00	/job
30c	Grout Hole to 20' of Land Surface	\$ 60.00	/ft
31	Mobilization and demobilization complete for well rehabilitation services	\$ 2,400.00	/job
32	Brushing, and bailing	\$ 240.00	/hour



Proposal

Date	Proposal #
6/26/2020	7564

Mailing - P.O. Box 2411
 Cottonwood, AZ 86326
 Corporate Satellite
 4715 Old Highway 279 5120 W. Bethany Home Rd.
 Camp Verde, AZ 86322 Glendale, AZ 85301

Name / Address
City of Tucson 255 W. Alameda, 6th Floor Tucson, AZ 85701

Description	Qty	Cost	Total
RFQ #202445			
Mobilization/Demobilization (per job) (LS)	1	56,000.00	56,000.00
Site Moves (Site Prep and Clean Up, Restoration) (LS)	1	25,000.00	25,000.00T
Supply & set Surface Casing (40' max, 36" diameter 0.375 wall thickness) (LF)	1	492.00	492.00T
Drill Pilot Hole Boring (1200' max, 17.5" diameter) (LF)	1	120.00	120.00T
Drill Pilot Hole Boring (1000' max, 12" diameter) (LF)	1	104.00	104.00T
Drill Reamed Hole Boring (1000' max, 22" diameter) (LF)	1	104.00	104.00T
Drill Reamed Hole Boring (1200' max, 26" diameter) (LF)	1	120.00	120.00T
Drill Reamed Hole Boring (1200' max, 30" diameter) (LF)	1	140.00	140.00T
Install 304L S.S. Casing, Blank, 12" diameter (LF)	1	20.00	20.00T
Install 304L S.S. Casing, Louvered, 12" diameter (LF)	1	20.00	20.00T
Install 304L S.S. Casing, Blank, 16" diameter (LF)	1	24.00	24.00T
Install 304L S.S. Casing, Louvered, 16" diameter (LF)	1	24.00	24.00T
Install 304L S.S. Screen, Louvered, 16" diameter (LF)	1	24.00	24.00T
Install 304L S.S. Casing, Blank, 20" diameter (LF)	1	28.00	28.00T
Install 304L S.S. Screen, Louvered, 20" diameter (LF)	1	28.00	28.00T
Install Centralizers, 304L Stainless Steel, every 60' (SET)	1	160.00	160.00T
Provide and Install 3" Stainless Steel Gravel Tube to top of filter pack (LF)	1	45.00	45.00T
Provide and Install 1.5" Stainless Steel Sounding tube and screen to base of well (LF)	1	30.00	30.00T
Provide & Install Gravel Pack (6X9) and filter sand (No. 60) silica (LF)	1	130.00	130.00T

Subtotal
Sales Tax (0.0%)
Total
Down payment

<http://kpventureswelldrilling.com/>

ACCEPTANCE OF PROPOSAL----The above prices, specifications and conditions are satisfactory.

Signature



Proposal

Date	Proposal #
6/26/2020	7564

Mailing - P.O. Box 2411
 Cottonwood, AZ 86326
 Corporate Satellite
 4715 Old Highway 279 5120 W. Bethany Home Rd.
 Camp Verde, AZ 86322 Glendale, AZ 85301

Name / Address
City of Tucson 255 W. Alameda, 6th Floor Tucson, AZ 85701

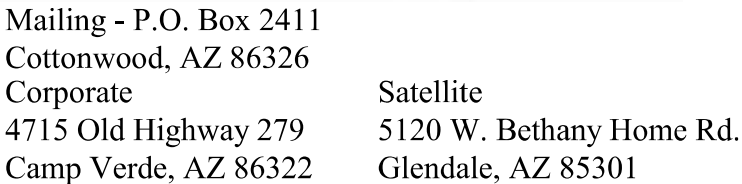
Description	Qty	Cost	Total
Provide & Install Cement Grout and coated bentonite pellets (Continuous Lifts to Surface) (LF)	1	76.00	76.00T
Geophysical Logging and Deviation survey of pilot hole (LS)	1	6,112.50	6,112.50T
Deviation and Caliper log of reamed hole (LS)	1	2,872.50	2,872.50T
Deviation Survey cased well (LS)	1	2,295.00	2,295.00T
Development and Pump Test			
Swab and Airlift Development (HR)	1	500.00	500.00T
Develop by Pumping and Pump Test for Total Period of up to 48 Hours per Well (HR)	1	550.00	550.00T
Develop by Pumping and Pump Test for Total Period In Excess of 48 Hours per Well (HR)	1	550.00	550.00T
Stand-by Charges for Miscellaneous Items on an Hourly Basis (HR)	1	450.00	450.00T
Time to wait for dispersant to break down mud (HR)	1	450.00	450.00T
Provide, Install, and Remove Test Pump (LS)	1	28,000.00	28,000.00T
Other Drilling Services			
Well Abandonment for Wells < 500 feet deep			
Demo and Remove Concrete Pad (LS)	1	12,000.00	12,000.00
Cut and Remove Upper 20' of Casing (LS)	1	20,000.00	20,000.00T
Grout Hole to 20' of Land Surface (LF)	1	60.00	60.00T
Well Abandonment for Wells > 500 feet deep			
Demo and Remove Concrete Pad (LS)	1	12,000.00	12,000.00
Cut and Remove Upper 20' of Casing (LS)	1	20,000.00	20,000.00T
Grout Hole to 20' of Land Surface (LF)	1	60.00	60.00T

Subtotal
Sales Tax (0.0%)
Total
Down payment

<http://kpventureswelldrilling.com/>

ACCEPTANCE OF PROPOSAL----The above prices, specifications and conditions are satisfactory.

Signature



Date	Proposal #
6/26/2020	7564

City of Tucson
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Well prices are per foot. Total depths are estimated and may vary. Construction of the well may require installation of additional casing or liner. Owner shall be advised of any additional costs, if any, before installation. At KP Ventures discretion we reserve the right to nullify contract if we see reasonable and fit. We cannot guarantee water quality or quantity. Minimum drilling fee is for 100 feet. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Balance due upon completion. 1 1/2% (18% per annum) 10 days from due date. DEPOSIT IS NON-REFUNDABLE. Valid for 30 Days.

<http://kpventureswelldrilling.com/>

Signature _____

202445-02
JOB ORDER CONTRACT WATER PRODUCTION WELL DRILLING
SERVICES

APPENDIX E
SUBCONTRACTOR SELECTION PLAN

KP VENTURES WELL DRILLING & PUMP COMPANY LLC

Mailing - P.O Box 2411
Cottonwood, Arizona 86326
Corporate - 4715 Old Hwy 279
Camp Verde, AZ 86322
TylerJ@kpvent.com

Office: 928-639-1709
Fax: 928-634-9336
Satellite - 5120 W. Bethany Home Road
Glendale, AZ 85301

City of Tucson – RFQ NO. 202445

Subcontractor Selection Plan

1. Submit a proposed Subcontractor Selection Plan pursuant to ARS 34-603.

See attachment F.

2. The resultant contract is subject to the City of Tucson's SBE requirements etc.

See attachment G. City of Tucson Subcontractors list. See attachment H. KP Ventures statement of proposed SBE Plan.

KP VENTURES WELL DRILLING & PUMP COMPANY LLC

Mailing - P.O Box 2411

Cottonwood, Arizona 86326

Corporate - 4715 Old Hwy 279

Camp Verde, AZ 86322

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Office: 928-639-1709

Fax: 928-634-9336

Satellite - 5120 W. Bethany Home Road

Glendale, AZ 85301

City of Tucson – RFQ NO. 202445

ATTACHMENT F

KP VENTURES WELL DRILLING & PUMP COMPANY LLC

**Mailing - P.O Box 2411
Cottonwood, Arizona 86326
Corporate - 4715 Old Hwy 279
Camp Verde, AZ 86322
TylerJ@kpvent.com**

**Office: 928-639-1709
Fax: 928-634-9336
Satellite - 5120 W. Bethany Home Road
Glendale, AZ 85301**

Subcontractor Selection Plan

KP Ventures Well Drilling & Pump Co. LLC shall use the following subcontractor selection plan for the selection of subcontractors. These factors are in no particular order of importance. The subcontractor will not be chosen on price alone. The subcontractor with the best combination of qualifications and price using the factors below shall be the subcontractor selected for each project.

1. Quality and accuracy of work.
2. Availability for each individual project.
3. Previous experience and qualifications.
4. Referrals from previous customers.
5. Safety records will be evaluated and considered based upon the facts.
6. Previous experience with our company.
7. Reliability.
8. Financial stability.
9. Price.

KP VENTURES WELL DRILLING & PUMP COMPANY LLC

Mailing - P.O Box 2411

Cottonwood, Arizona 86326

Corporate - 4715 Old Hwy 279

Camp Verde, AZ 86322

TylerJ@kpvent.com

Office: 928-639-1709

Fax: 928-634-9336

Satellite - 5120 W. Bethany Home Road

Glendale, AZ 85301

City of Tucson – RFQ NO. 202445

ATTACHMENT G



CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
BUSINESS ENTERPRISE & COMPLIANCE PROGRAM
SUBCONTRACTORS LIST AND
STATEMENT OF PROPOSED SBE PLAN

IFB No. 202445

Project Name: Job Order Contract for Water Production Well Drilling Services

Bidder must complete the table below listing **all** SBE subcontractors and **all** first-tier subcontractors with a contract value at or above \$5,000*. If the SBE participation is below the established project goal, the bidder must submit a SBE good faith effort waiver.

Subcontractor's Name	SBE?		Trade/Industry	Dollar Value of Contract (SBE Only)
	Yes	No		
GeoLog LLC	YES		Geophysical Logging	\$10,000.00 per well.

***There is no requirement to list non-SBE Subcontractors with contract values less than \$5,000**

Bidder's Base Bid Amount \$ N/A

Total Claimed SBE Participation \$ 10,000.00 1 %

I hereby certify by signing below that the foregoing SBE firms shall be contracted to work on the trades identified above and/or supply material and/or equipment for this project. The information shown above is a true reflection of the proposed subcontracts expressed as a percentage of the base bid.

Company Name: KP Ventures Well Drilling & Pump Co. LLC

Signature: 

Phone No. 928-639-1709

Date: 5/11/2020

Name & Title: Tyler Johnson, President

KP VENTURES WELL DRILLING & PUMP COMPANY LLC

Mailing - P.O Box 2411
Cottonwood, Arizona 86326
Corporate - 4715 Old Hwy 279
Camp Verde, AZ 86322
TylerJ@kpvent.com

Office: 928-639-1709
Fax: 928-634-9336
Satellite - 5120 W. Bethany Home Road
Glendale, AZ 85301

City of Tucson – RFQ NO. 202445

ATTACHMENT H

KP VENTURES WELL DRILLING & PUMP COMPANY LLC

**Mailing - P.O Box 2411
Cottonwood, Arizona 86326
Corporate - 4715 Old Hwy 279
Camp Verde, AZ 86322
TylerJ@kpvent.com**

**Office: 928-639-1709
Fax: 928-634-9336
Satellite - 5120 W. Bethany Home Road
Glendale, AZ 85301**

Statement of Proposed SBE Plan

KP Ventures Well Drilling & Pump Co. LLC plans to meet the City of Tucson's SBE requirements by firstly completing as much of the work using our company and manpower as possible. KP Ventures qualifies as an SBE based on our NAICS code. Based on the provided specifications KP Ventures should be able to complete approximately 99% of the contracted work with our own manpower. Based on the provided specifications the only service we plan to Subcontract is the Geophysical Logging and Video services. The company we plan to use (GeoLog LLC) is considered a Small Business Enterprise. We expect the subcontracted amount to be approximately 1% of the total job amount based on a \$1,000,000 per job contract. If we are to be awarded an Individual Job Order than we can provide a revised plan with more accurate numbers based on the Individual Job Order. Additionally, any and all SBE subcontractors used by KP Ventures shall be paid within 90 days or less from date of invoice.

202445-02
JOB ORDER CONTRACT WATER PRODUCTION WELL DRILLING
SERVICES

APPENDIX F

INSURANCE

202445-02
JOB ORDER CONTRACT WATER PRODUCTION WELL DRILLING
SERVICES

APPENDIX G

BONDS

EXHIBIT D

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4139 / FAX: (520) 837-4473
Sonya.Lazo@tucsonaz.gov
ISSUE DATE: October 20, 2021

CONTRACT # 202445-02
CONTRACT AMENDMENT NUMBER: TWO (2)
PAGE 1 of 3
SL
CONTRACT OFFICER: SONYA LAZO

JOC for Water Production Well Drilling Services

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): CONTRACT AMENDMENTS

Pursuant to paragraph 2.12 (The Contract) of Appendix B General Conditions, the Contract may be amended or modified only by an instrument in writing and fully executed by the authorized parties to the Contract. Therefore, the City having authority to amend the contract is hereby replacing Article 4.12 Indemnification and Insurance with the following updated insurance clause:

INSURANCE

The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Project	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*¹	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

*¹ Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation

- D. **CLAIMS MADE INSURANCE COVERAGE:** If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.
- E. **ADDITIONAL INSURANCE REQUIREMENTS:** All Policies, excluding Employment Practices Liability and Professional Liability (Errors & Omissions), shall include or be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

F. NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with this contract in the insurance policies above shall require (10) days written notice from the contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement

G. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

H. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Business Services Department - Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

I. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

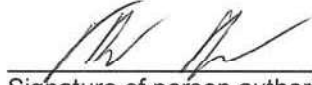
J. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

END OF AMENDED ITEMS

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: K.P. Ventures

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT



Signature of person authorized to sign Date

Tyler Johnson, President

Name and Title (typed or printed legibly)

KP Ventures Well Drilling & Pump Co. LLC
Company Name

4715 Old Highway 279
Address

Tylerj@kpvent.com
Email Address

Camp Verde AZ 86322
City State Zip

Contact information for Sales/Account
Representative for daily business operations:

Tyler Johnson, President

Name and Title (typed or printed legibly)

928-301-1128
Phone Number

Tylerj@kpvent.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 14th DAY

OF January, 2021, AT TUCSON, ARIZONA.

Dan Longanecker for 1.14.22
Director of Business Services and not personally

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-6685 / FAX: (520) 791-4735
Andrew.Klos@tucsonaz.gov
ISSUE DATE: MAY 19, 2021

CONTRACT #202445-02
CONTRACT AMENDMENT NUMBER: ONE (1)
PAGE 1 of 1
AK
SENIOR CONTRACT OFFICER: ANDREW KLOS

JOC FOR WATER PRODUCTION WELL DRILLING SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): RENEWAL

Pursuant to Paragraph 6 (Term and Renewal) of the Special Terms and Conditions section, the City is hereby exercising its option to renew the contract for the period of **July 28, 2021 through July 27, 2022.**

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: K.P. Ventures

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT



Signature of person authorized to sign Date 5/27/2021

Tyler Johnson, President
Name and Title (typed or printed legibly)

KP Ventures Well Drilling & Pump Co. LLC
Company Name

4715 Old Highway 279
Address

TylerJ@kpvent.com
Email Address

Camp Verde AZ 86322
City State Zip

Tyler Johnson
Contact information for Sales/Account Representative
for daily business operations:

Tyler Johnson, President
Name and Title (typed or printed legibly)

928-301-1128
Phone Number

TylerJ@kpvent.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 27th DAY

OF May, 2021, AT TUCSON, ARIZONA.


for Director of Business Services and not personally

BONDING OPTION SELECTION FORM

CHOOSE ONE OF THE FOLLOWING PAYMENT AND PERFORMANCE BOND OPTIONS:

 X "Bond per Job"; each project bonded individually prior to Notice to Proceed.

_____ "Annual" Bonds in the amount designated by the agency.

Bonding option may be changed, at the request of the contractor, at contract renewal.

The amount of bonds provided by the Contractor must always be at least equal to the total amount of the contract prices for the construction work under job orders issued and not complete. Contractor agrees to provide such additional bonding as may be required to satisfy this requirement as provided under A.R.S. 34-608.

A Certified copy of Power of Attorney of the person signing for the Surety Company must be dated and filed with the bonds.

KINDLY HAVE RESIDENT AGENT COUNTERSIGN THE BONDS (other than the "Attorney in Fact"), AS PROVIDED FOR ON THE BOND FORMS UNDER "ATTEST".

#202445-02

Contract Number

Company Name KP Ventures Well Drilling & Pump Co. LLC

Signature of Person Authorized to Sign

Tyler Johnson, President

5/27/2021
Date

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/03/22	AGENDA ITEM: 7.A. PH and Action Pizza Hut (Series 10) Beer and Wine Liquor License Application
DATE PREPARED: 04/28/22	DISTRICT NO.: 6
STAFF LIAISON: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to hold a public hearing and take action on the request for a new Series 10 Beer and Wine (Application No. 192936) for Pizza Hut located at 19580 West Indian School Road, Suite 109, in Buckeye.

RELEVANT GOALS:

GOAL 2: Enhanced Economic Well-Being and Vitality

SUMMARY

PROJECT DESCRIPTION:

This is an established business. The application was legally posted on April 12, 2022.

This non-transferable off-sale retail privileges liquor license allows a retail store to sell beer and wine (no other spirituous liquors) only, in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer may deliver spirituous liquor off of the licensed premises in connection with a retail sale.

BENEFITS:

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

FUTURE ACTION:

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

FINANCIAL IMPACT STATEMENT:

The \$700 fee will be collected for processing; \$500 application fee and \$200 annual fee.

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

ATTACHMENTS:

[192936 Redacted Application.pdf](#)

[Pizza Hut Aerial Map.pdf](#)



22 3 4 Liquor Admin PM 2 24

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

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

fp current

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Liquor License#:

192936

1. Check the
Appropriate
Box →

☐ Controlling Person

☒ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: MORSE THERESA JUNE Birth Date: 09 / 03 / 1953
Last First Middle (NOT a public record)

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

4. Place of birth: DETROIT MI USA Height: 501 Weight: 165 Eyes: HZ Hair: BLN
City State COUNTRY (not county)

5. Name of current/most recent spouse: _____ Birth Date: ____/____/____
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 07/1981

7. Daytime telephone number: 480-353-8035 E-mail address: TJMORSE1208@Q.COM

8. Business Name: PIZZA HUT #40022 Business Phone: ____/____/____ PENDING

9. Business Location Address: 19580 W. INDIAN SCHOOL RD SUITE 109 BUCKEYE ARIZONA MARICOPA 85396
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
02/2007	CURRENT	CONSULTANT/TRAINER	A.G.A.T.E. 530 E McDOWELL RD STE 107-241 PHOENIX AZ 85004

(ATTACH ADDITIONAL SHEET IF NECESSARY)



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

22 3 4 Lir Admin PM 2:24

QUESTIONNAIRE
A.R.S. §4-202, 4-210
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1/8/21

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Liquor License#: 192936

1. Check the
Appropriate
Box →

☐ Controlling Person

☐ Agent

☒ Premises Manager

(complete all questions except #12)

2. Name: SLEEPER NATHANIEL DAVID Birth Date: 12 / 15 / 1980
Last First Middle (NOT a public record)

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

4. Place of birth: GRAND HAVEN MI USA Height: 511 Weight: 220 Eyes: BLU Hair: BRO
City State COUNTRY (not county)

5. Name of current/most recent spouse: STEPHENS PAMIELIA J Birth Date: 08 / 30 / 1983
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 01/2004

7. Daytime telephone number: 480-512-2912 E-mail address: natesleeper@pbepizzahut.com

8. Business Name: PIZZA HUT #40022 Business Phone: / / PENDING

9. Business Location Address: 19580 W INDIAN SCHOOL RD SUITE 109 BUCKEYE AZ MARICOPA 85396
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
06/2011	CURRENT	RESTAURANT	PIZZA HUT PO BOX 4179 KINGMAN AZ 86402

(ATTACH ADDITIONAL SHEET IF NECESSARY)



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800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

22 3 4 Liqueur Admin PM 2 24

QUESTIONNAIRE
A.R.S. §4-202, 4-210
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fp current
7/24/20

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Liquor License#:

192936

1. Check the
Appropriate
Box

☒ Controlling Person

☐ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: BURGE KRYSTAL KAY Birth Date: 11 / 26 / 1960
Last First Middle (NOT a public record)

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

4. Place of birth: HOLDREGE NEBRASKA USA Height: 504 Weight: 140 Eyes: GRN Hair: BRO
City State COUNTRY (not county)

5. Name of current/most recent spouse: BURGE JR EVERETT LAWRENCE Birth Date: 04 / 20 / 1945
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 1963

7. Daytime telephone number: 928-681-3344 (2224) E-mail address: TJMORSE1208@Q.COM

8. Business Name: PIZZA HUT #40022 Business Phone: / PENDING /

9. Business Location Address: 19580 W INDIAN SCHOOL RD SUITE 109 BUCKEYE AZ MARICOPA 85396
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
08/2017	CURRENT	CO-TRUSTEE / OWNER	DESERT DE ORO FOODS, INC 3845 STOCKTON HILL RD KINGMAN AZ 86409
03/1982	08/2017	OWNER	DESERT DE ORO FOODS, INC 3845 STOCKTON HILL RD KINGMAN AZ 86409

(ATTACH ADDITIONAL SHEET IF NECESSARY)



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22 3 4 Liq.Admin PM 2:24

QUESTIONNAIRE
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Liquor License#: 192936

1. Check the
Appropriate
Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager
(complete all questions except #12)

2. Name: PETERSON MARK TODD Birth Date: 06 / 30 / 1962
Last First Middle (NOT a public record)

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

4. Place of birth: HOLDREGE NEBRASKA USA Height: 600 Weight: 185 Eyes: BLU Hair: BRO
City State COUNTRY (not county)

5. Name of current/most recent spouse: PETERSON KARA ELISE Birth Date: 10 / 15 / 1959
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 1963

7. Daytime telephone number: 928-681-3344 (2224) E-mail address: TJMORSE1208@Q.COM

8. Business Name: PIZZA HUT #40022 Business Phone: / PENDING /

9. Business Location Address: 19580 W INDIAN SCHOOL RD SUITE 109 BUCKEYE AZ MARICOPA 85396
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
08/2017	CURRENT	CO-TRUSTEE / OWNER	DESERT DE ORO FOODS, INC 3845 STOCKTON HILL RD KINGMAN AZ 86409
02/1982	08/2017	OWNER	DESERT DE ORO FOODS, INC 3845 STOCKTON HILL RD KINGMAN AZ 86409

(ATTACH ADDITIONAL SHEET IF NECESSARY)



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

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

805-154

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

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Liquor License#:

192936

1. Check the
Appropriate
Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: BURGE JR EVERETT LAWRENCE Birth Date: 04 / 20 / 1945
Last First Middle (NOT a public record)

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

4. Place of birth: HASTINGS NEBRASKA USA Height: 600 Weight: 180 Eyes: BRO Hair: BRO
City State COUNTRY (not county)

5. Name of current/most recent spouse: BURGE KRYSTAL KAY Birth Date: 11 / 26 / 1960
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 1967

7. Daytime telephone number: 928-681-3344 (2224) E-mail address: TJMORSE1208@Q.COM

8. Business Name: PIZZA HUT #40022 Business Phone: / PENDING /

9. Business Location Address: 19580 W INDIAN SCHOOL RD SUITE 109 BUCKEYE AZ MARICOPA 85396
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
08/2017	CURRENT	CO-TRUSTEE	DESERT DE ORO FOODS, INC 3845 STOCKTON HILL RD KINGMAN AZ 86409
04/2003	08/2017	ASSISTANT	DESERT DE ORO FOODS, INC 3845 STOCKTON HILL RD KINGMAN AZ 86409

(ATTACH ADDITIONAL SHEET IF NECESSARY)



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

QUESTIONNAIRE
A.R.S. §4-202, 4-210
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3/20/20

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Liquor License#: 192936

1. Check the
Appropriate
Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager
(complete all questions except #12)

2. Name: PETERSON KARA ELISE Birth Date: 10 / 15 / 1959
Last First Middle (NOT a public record)

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

4. Place of birth: WHITTIER CA USA Height: 507 Weight: 130 Eyes: GRN Hair: BRO
City State COUNTRY (not county)

5. Name of current/most recent spouse: PETERSON MARK TODD Birth Date: 06 / 30 / 1962
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 1995

7. Daytime telephone number: 928-681-3344 (2224) E-mail address: TJMORSE1208@Q.COM

8. Business Name: PIZZA HUT #40022 Business Phone: / / PENDING

9. Business Location Address: 19580 W INDIAN SCHOOL RD SUITE 109 BUCKEYE AZ MARICOPA 85396
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
08/2017	CURRENT	CO-TRUSTEE	DESERT DE ORO FOODS, INC 3845 STOCKTON HILL RD KINGMAN AZ 86409
12/1997	08/2017	CLERICAL	DESERT DE ORO FOODS, INC 3845 STOCKTON HILL RD KINGMAN AZ 86409

(ATTACH ADDITIONAL SHEET IF NECESSARY)

City of Buckeye Business Licensing

Series 010 – Beer and wine

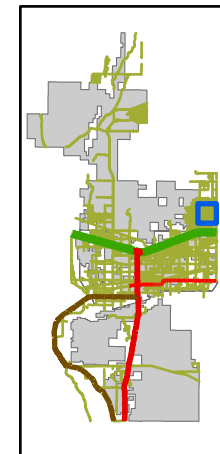
Name: Pizza Hut

Address: 19580 W Indian School suite 109,

Buckeye, AZ, 85396

AZ License # 192936

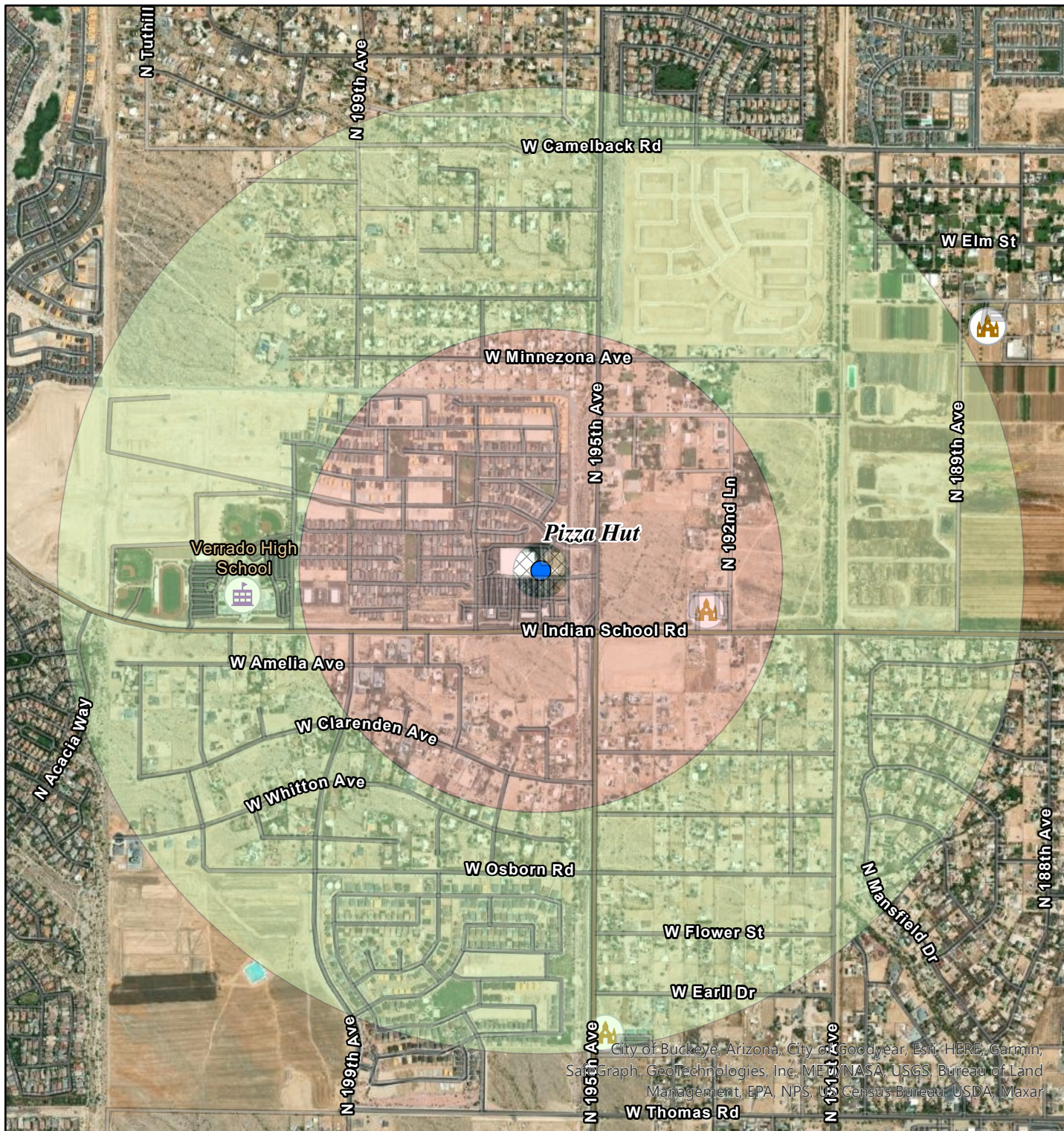
-  Pizza Hut
-  Churches
-  Schools
-  Fire Stations
-  Police Stations
-  300 ft. Radius
-  1/2 Mile
-  1 Mile



0.25 0.13 0 0.25 Miles



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



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

MEETING DATE: 05/03/22	AGENDA ITEM: 7.B. PH and Action MOD Pizza (Series 12) Restaurant Liquor License Application
DATE PREPARED: 04/28/22	DISTRICT NO.: 6
STAFF LIAISON: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to hold a public hearing and take action on the request for a new Series 12 Restaurant (Application No. 188165) for MOD Pizza located at 19550 West Indian School Road, Suite 100, in Buckeye.

RELEVANT GOALS:

GOAL 2: Enhanced Economic Well-Being and Vitality

SUMMARY

PROJECT DESCRIPTION:

The building is currently being constructed and is not in operation at this time. The application was legally posted on April 12, 2022.

This non-transferable, on-sale retail privileges liquor license allows the holder to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

BENEFITS:

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

FUTURE ACTION:

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

FINANCIAL IMPACT STATEMENT:

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

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

ATTACHMENTS:

[188165 Redacted Application.pdf](#)

[MOD Pizza Aerial Map.pdf](#)



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

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QUESTIONNAIRE
A.R.S. § 4-202, 4-210
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12-09-2021

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Liquor License#:

SERIES 12 | PENDING

188165

1. Check the
Appropriate
Box →

☐ Controlling Person

☒ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: LEWKOWITZ ANDREA DAHLMAN Birth Date: 12 / 27 / 1960
Last First Middle (NOT a public record)

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

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

5. Name of current/most recent spouse: LEWKOWITZ HAROLD JEROME Birth Date: 07 / 17 / 1929
Last First Middle (NOT a public record)

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

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

8. Business Name: MOD PIZZA Business Phone: 888 / 770 / 6637

9. Business Location Address: 19550 W. INDIAN SCHOOL ROAD, #100 BUCKEYE AZ MARICOPA 85340
Street (do not use PO Box) City State County Zip

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

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

(ATTACH ADDITIONAL SHEET IF NECESSARY)



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

22 MAR 10 11:41 AM 2022

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
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03-05-2021

FP: 02/2021

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Liquor License#:

SERIES 12 188165

1. Check the
Appropriate
Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: GUENSER JOSHUA JOHN Birth Date: 09 / 08 / 1978
Last First Middle (NOT a public record)

[REDACTED] Driver License#: [REDACTED] State: WASHINGTON

4. Place of birth: MOUNT VERNON VA USA Height: 5'9 Weight: 165 Eyes: BLUE Hair: BROWN
City State COUNTRY (not county)

5. Name of current/most recent spouse: GUENSER KRISTA LAYNE Birth Date: 10 / 01 / 1978
Last First Middle (NOT a public record)

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

7. Daytime telephone number: (425) 750-4712 E-mail address: JOSH.GUENSER@MODPIZZA.COM

8. Business Name: MOD PIZZA Business Phone: 888 / 770 6637

9. Business Location Address: 19550 W. INDIAN SCHOOL ROAD, #100 BUCKEYE AZ MARICOPA 85340
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
03/2020	CURRENT	CFO	MOD Pizza, 2035 158th Court, Bellevue, WA 98008
10/2009	03/2020	SVP of Finance, Americas	Starbucks Corporation, 2401 Utah Ave, South Seattle, WA 98134

(ATTACH ADDITIONAL SHEET IF NECESSARY)



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
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QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with **Black Ink**

FP current

FP: 9/2021

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10-15-2021

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Liquor License#:

SERIES 12

188165

1. Check the Appropriate Box



Controlling Person



Agent



Premises Manager

(complete all questions except #12)

2. Name: SVENSON SCOTT TRIMBLE Birth Date: 02 / 02 / 1966
Last First Middle (NOT a public record)

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

4. Place of birth: SEATTLE WA USA Height: 6'2 Weight: 185 Eyes: HAZEL Hair: BROWN
City State COUNTRY (not county)

5. Name of current/most recent spouse: SVENSON ALLYSON DAVIS Birth Date: / /
Last First Middle (NOT a public record)

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

7. Daytime telephone number: (425) 440-3389 E-mail address: N/A

8. Business Name: MOD PIZZA Business Phone: 888 / 770 / 6637

9. Business Location Address: 19550 W. INDIAN SCHOOL ROAD, #100 BUCKEYE AZ MARICOPA 85340
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
11/2012	CURRENT	CEO	MOD Super Fast Pizza, LLC 2035 158th Ct NE, Ste. 200, Bellevue, WA 98008

(ATTACH ADDITIONAL SHEET IF NECESSARY)



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

22 MAR 10 10:41 AM 2022

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

FP current

FP: 11/24/2021

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

01-14-2022

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

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

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

Liquor License#:

~~SERIES 12~~

188165

1. Check the
Appropriate
Box

☐ Controlling Person

☐ Agent

☒ Premises Manager
(complete all questions except #12)

2. Name: WILLIAMS JENNY Jennifer LEE Birth Date: 10 / 22 / 1987
Last First Middle (NOT a public record)

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

4. Place of birth: PHOENIX AZ USA Height: 5'9 Weight: 300 Eyes: BRN Hair: BRN
City State COUNTRY (not county)

5. Name of current/most recent spouse: SHAY CASSIE RAE Birth Date: 12 / 25 / 1984
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 10/22/1987

7. Daytime telephone number: (602) 475-8836 E-mail address: JENNY.WILLIAMS@MODPIZZA.COM

8. Business Name: MOD PIZZA Business Phone: 888 / 770 / 6637

9. Business Location Address: 19550 W. INDIAN SCHOOL ROAD, #100 BUCKEYE AZ MARICOPA 85340
Street (do not use PO Box) City State County Zip

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

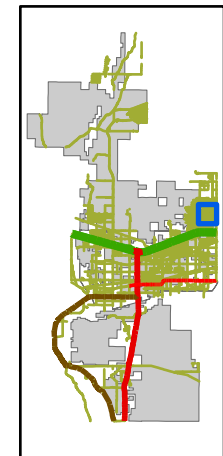
FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
07/2015	CURRENT	GENERAL + DISTRICT MGR	MOD Pizza, 2035 158th Court NE Suite 200, Bellevue, WA 98008

(ATTACH ADDITIONAL SHEET IF NECESSARY)

City of Buckeye Business Licensing

Series 012 - Restaurant
Name: MOD Pizza
Address: 19550 W Indian School Road,
Buckeye, AZ, 85396

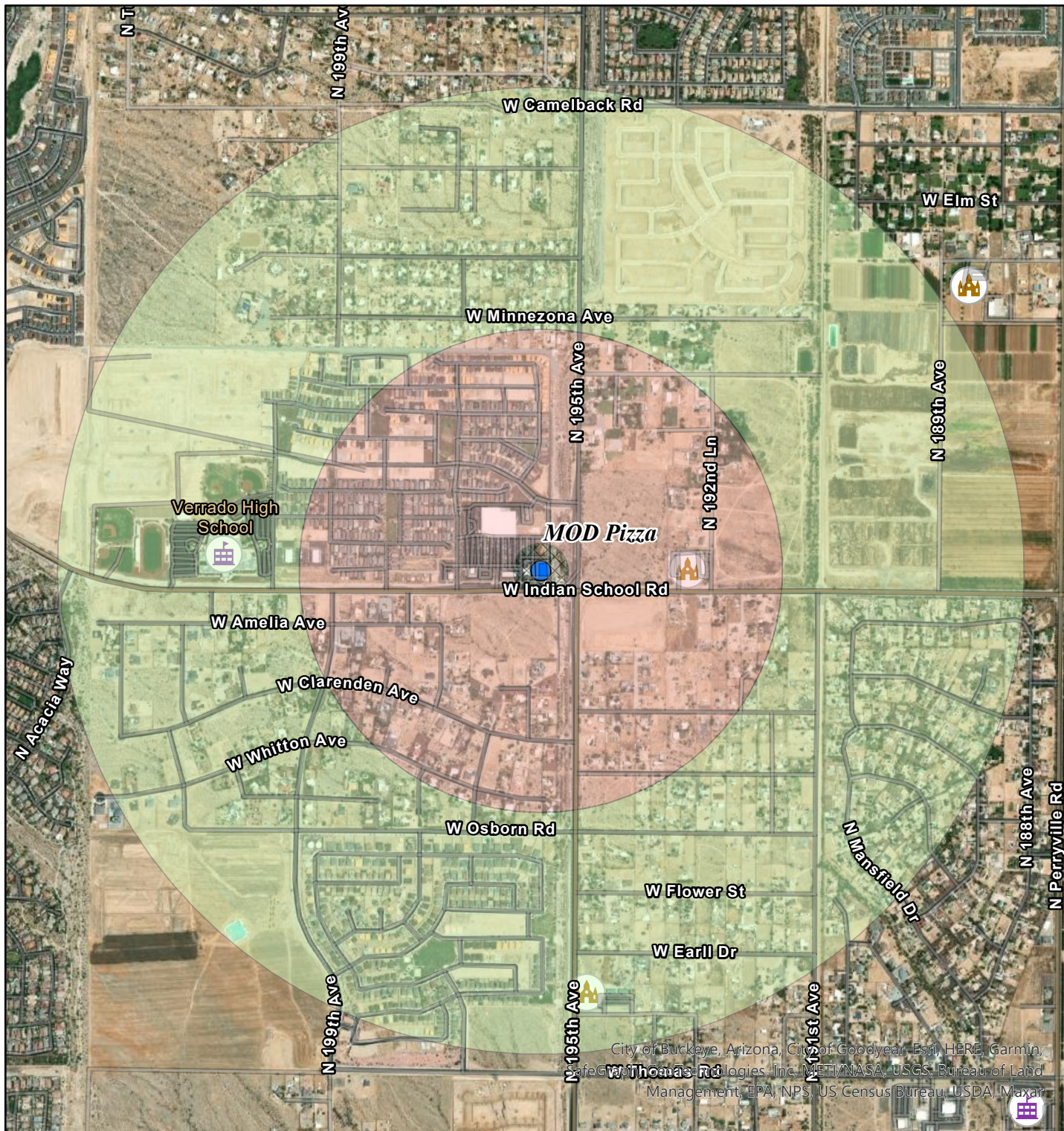
-  MODPizza
-  Churches
-  Schools
-  Fire Stations
-  Police Stations
-  300 ft. Radius
-  1/2 Mile
-  1 Mile



0.25 0.13 0 0.25 Miles



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



CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/03/22	AGENDA ITEM: 7.C. PLZM-21-00335 - Ten 85 Annexation
DATE PREPARED: 04/28/22	DISTRICT NO.: 1
STAFF LIAISON: Bart Wingard, Principal Planner, hwingard@buckeyeaz.gov, (623) 349-6207	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to hold a public hearing and take action on Ordinance No. 11-22 extending and increasing the corporate limits of the City of Buckeye, Maricopa County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statutes and Amendments thereto, by annexing approximately 118.152 acres located at the northwest corner of Baseline Road and 263rd Avenue.

RELEVANT GOALS:

GOAL 2: Enhanced Economic Well-Being and Vitality

ADDITIONAL RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

SUMMARY

PROJECT DESCRIPTION:

The subject property is approximately 118.152 acres located on the northwest corner of West Baseline Road and South 263rd Avenue. The parcels are currently zoned RU-43-Rural within unincorporated Maricopa County. Upon annexation the parcels will be classified as SF-43, Single-Family Residential District, which is comparable to the RU-43 zoning in the County. The annexation is being requested with the intent of rezoning and developing office/warehousing facilities. This annexation meets the requirements as outlined in A.R.S 9-471. Annexations require consideration at two City Council public hearings. This is the second and final public hearing. The current General Plan land use designation is Neighborhood, but a concurrent City-initiated Major General Plan Amendment is being process to change the land use to Employment.

BENEFITS:

The annexation of the subject property will allow for development of office/warehousing facilities within the City with corresponding increase to the City's tax base and job creation.

FUTURE ACTION:

The annexation will become effective 30 days after adoption.

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

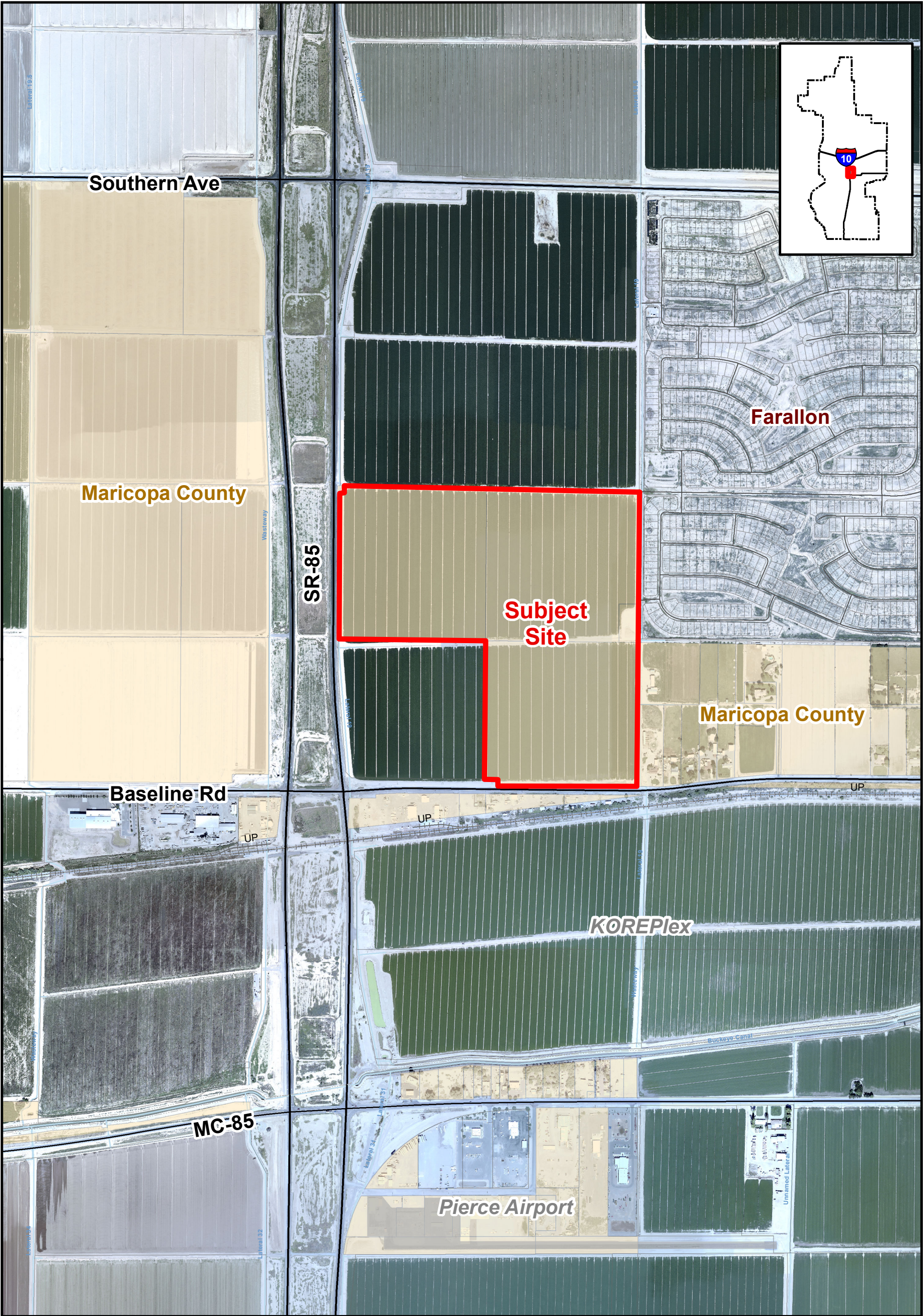
ATTACHMENTS:

02 - PLZM-21-00335 - Ten 85 ANX - Vicinity Map - CC2 050322.pdf

03 - PLZM-21-00335 - Ten 85 ANX - Applicant Narrative - CC2 050322.pdf

01 - PLZM-21-00335 - Ten 85 ANX - Staff Report - CC2 050322.pdf

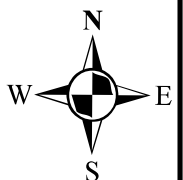
04 - PLZM-21-00335 - Ten 85 ANX - Recorded Signed Blank Petition - CC2 050322.pdf
ORD 11-22 PLZM-21-00335 - Ten 85 Annexation.pdf



VICINITY MAP



PLZM-21-00335
Buckeye 270 Annexation
City Council District #1



February 3, 2022

Via electronic mail

City of Buckeye Development Services Department
Bart Wingard
hwingard@buckeyeaz.gov

Re: Letter of Authorization for approximately 265.54 acres of property located southeast of the intersection of SR 85 and W. Southern Avenue
Maricopa County Assessor's Parcel Numbers (APNs) 504-39-027C, 504-39-028J, 504-39-028G, 504-39-028B and 504-39-028K

Dear Mr. Wingard:

The purpose of this letter is to formally authorize Gammage & Burnham PLC and LGE Design Build (dba Creation Equity RE, LLC) to file, process, and represent at meetings/hearings all applications, including but not limited to annexation, rezoning, General Plan amendment, Use Permit and/or Variance applications, time extensions, and any other necessary applications to entitle and develop approximately 265.54 acres of property located southeast of the intersection of SR 85 and W. Southern Avenue (Maricopa County APNs 504-39-027C, 504-39-028J, 504-39-028G, 504-39-028B and 504-39-028K).

BUCKEYE 270 LLC, a foreign limited liability company, has the development rights for the property described above. This authorization remains valid unless revoked in writing.

Sincerely,
BUCKEYE 270 LLC
A Foreign Limited Liability Company

By:


[Signature]

Jim Zetter 2/4/22
[Print Name]

Its:

Manager
[Title]

Ten|85 Annexation Narrative

Intent for Development of the Property

This application is to annex approximately 116 acres of land located southeast of the intersection of SR 85 and W. Maricopa Road, specifically Maricopa County Assessor's Parcel Numbers (APNs) 504-39-028J, 504-39-028G, 504-39-028B and 504-39-028K (the "Property").

The intent for development of the Property is the construction of industrial buildings with site improvements. The required entitlements to allow such development include annexation (City of Buckeye Development Code, Section 8.16), a Major General Plan amendment (Section 8.3.1.B), rezoning (Section 8.5), site plan (Section 8.9), and subdivision (Section 8.8).

The General Plan land use amendment will be from Neighborhood to Employment. The proposed rezoning will be from Commercial Center (CC) to Light Industrial (I-1) (northern portion of Property, already in the City) and from Single-Family Rural Residential (SF-43) to Light Industrial (I-1) (southern portion of Property).

The Development shall comply with the Engineering Design Standards and Requirements.

Preliminary Plans for Water and Sewer

The Property is within the City of Buckeye's (COB's) water service area. Water services shall comply with the COB Engineering Design Section (EDS) Section 3-1. All water lines shall be looped per the COB EDS. A public waterline shall be extended along the entire project frontage where public right-of-way exists. The site shall provide a minimum of four (4) well sites. Well sites shall be designed per City of Buckeye requirements. Any well sites adjacent to right-of-way shall be outside of future roadway alignments. A well transmission line and easements shall be provided for well sites onsite. An offsite well transmission line shall be provided within Southern Avenue.

This project is within the City of Buckeye's sewer service area. The Applicant will provide a Conceptual Sewer Plan & Report with the Site Plan submittal and a Final Plan & Report with the construction documents submittal addressing the proposed demand for this development per the COB EDS Section 4-1. Existing City sewer is located at Baseline Road and Rooks Road, approximately one-half mile east of the Property.

Intended Access Points

The proposed access points are along Southern Avenue to the north, 263rd Avenue to the east, and Baseline Road to the south. The applicant has initiated discussions with ADOT regarding access to SR 85. Access is to be determined by the City-approved Traffic Impact Analysis (TIA).

Affected School Districts

There are three (3) affected school districts: Western Maricopa Education Center (MEC) Technical School District, Buckeye Union High School District, and Buckeye Elementary School District.

Proximity to Police and Fire Stations

The Buckeye Police Department, at 100 N. Apache Road #D, is approximately 2.64 miles southeast of the Property.

The Buckeye Valley Fire Station, at 25206 County Road 85, is approximately 1.44 miles southwest of the Property.

EXHIBIT "A"

LEGAL DESCRIPTION

TEN/85 ANNEXATION

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 36 FROM WHICH THE SOUTHWEST CORNER BEARS NORTH 89°52'15" WEST, FOR A DISTANCE OF 2642.18 FEET;

THENCE NORTH 89°52'15" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, FOR A DISTANCE OF 1207.81 FEET;

THENCE NORTH 00°10'15" EAST, FOR A DISTANCE OF 120.00 FEET;

THENCE NORTH 89°52'15" WEST, FOR A DISTANCE OF 113.62 FEET;

THENCE NORTH 00°00'28" EAST, FOR A DISTANCE OF 1201.66 FEET;

THENCE NORTH 89°34'23" WEST, FOR A DISTANCE OF 1264.54 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROUTE 85 (GILA BEND-BUCKEYE HIGHWAY);

THENCE, CONTINUING ALONG SAID STATE ROUTE 85 NORTH 00°02'56" WEST, FOR A DISTANCE OF 1268.23 FEET;

THENCE SOUTH 89°16'34" EAST, FOR A DISTANCE OF 35.33 FEET;

THENCE NORTH 00°02'51" WEST, FOR A DISTANCE OF 60.01 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36;

THENCE SOUTH 89°16'34" EAST, FOR A DISTANCE OF 2554.16 FEET TO A POINT ON THE NORTH SOUTH MID-SECTION LINE OF SAID SECTION 36;

THENCE SOUTH 00°03'35" WEST, FOR A DISTANCE OF 2629.58 FEET TO THE POINT OF BEGINNING.

SAID AREA CONTAINS 5,146,701 SQUARE FEET, OR 118.152 ACRES, MORE OR LESS.



TITLE: XB01
SCALE: N.T.S.
DATE: 02/04/22
DESC: ANNEXATION
PLZM-21-00335

HUNTER

ENGINEERING

CIVIL AND SURVEY

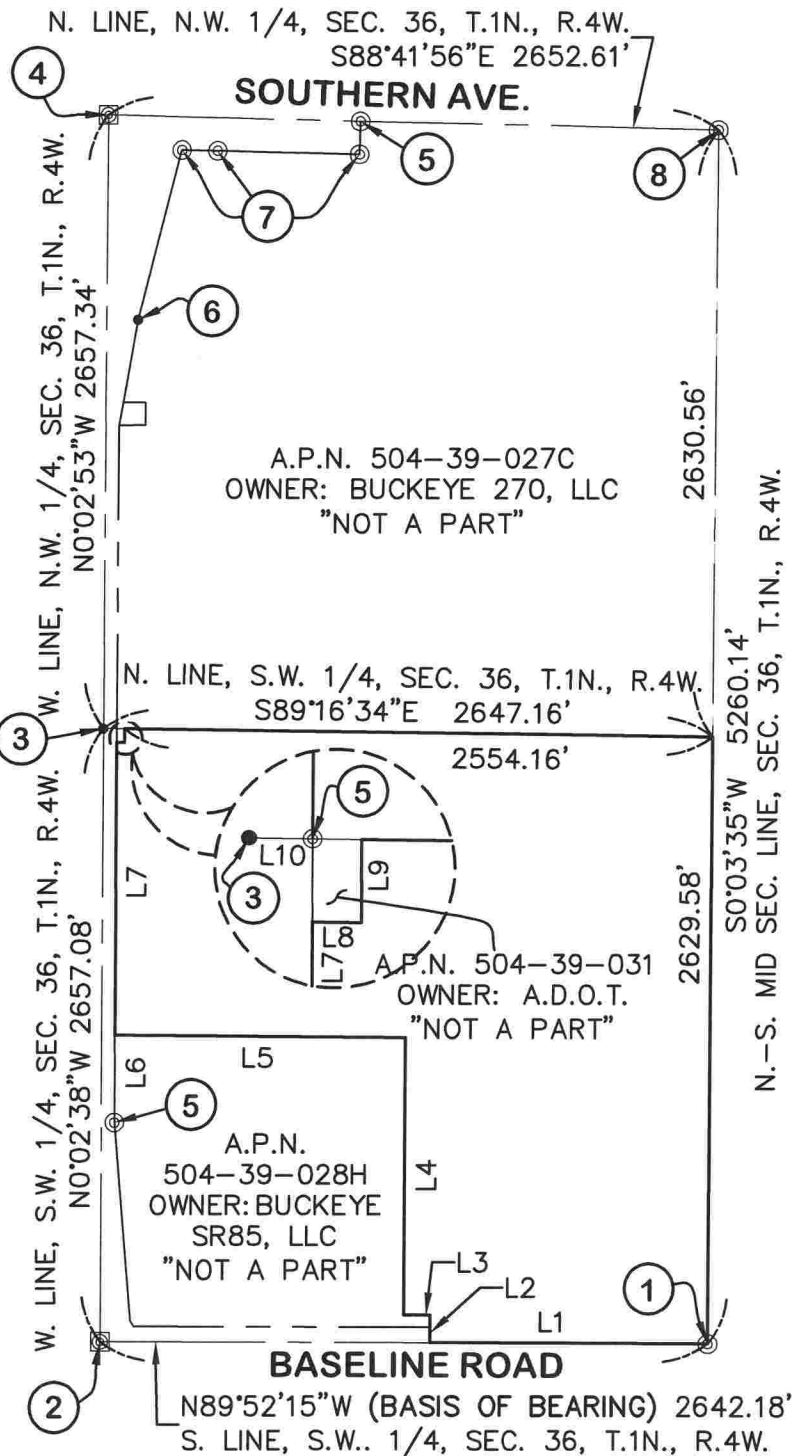
10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

PROJ. NO. LGEC298

EXHIBIT "B" TEN/85 ANNEXATION



HIGHWAY 85



TITLE: XB01
SCALE: N.T.S.
DATE: 02/04/22
DESC: ANNEXATION
PLZM-21-00335

HUNTER

ENGINEERING

CIVIL AND SURVEY

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

PROJ.NO.LGEC298

EXHIBIT "B" TEN/85 ANNEXATION

LEGEND:

- ① ☉ S. 1/4 COR. SEC. 36, T.1N., R.4W.
FOUND ALUMINUM CAP FLUSH STAMPED
"MC LS 22258"
POINT OF BEGINNING
- ② ☉ S.W. COR. SEC. 36, T.1N., R.4W.
FOUND BRASS CAP IN HANDHOLE
W. 1/4 COR.
- ③ • SEC. 36, T.1N., R.4W.
FOUND 5/8" IRON BAR
- ④ ☉ N.W. COR. SEC. 36, T.1N., R.4W.
FOUND BRASS CAP IN HANDHOLE
W/ SECTION LABELS
- ⑤ ☉ FND. A.D.O.T. BRASS CAP FLUSH
- ⑥ • FND. IRON BAR W/ NO I.D.
- ⑦ ☉ FND. A.D.O.T. ALUMINUM CAP FLUSH
- ⑧ ☉ N. 1/4 SEC. 36, T.1N., R.4W.
FOUND COTTON PICKER
SPINDLE W/NO STAMP

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°52'15"W	1207.81'
L2	N00°10'15"E	120.00'
L3	N89°52'15"W	113.62'
L4	N00°00'28"E	1201.66'
L5	N89°34'23"W	1264.54'
L6	S00°02'56"E	377.97'
L7	N00°02'56"W	1268.23'
L8	S89°16'34"E	35.33'
L9	N00°02'51"W	60.01'
L10	S89°16'34"E	93.00'



TITLE: **XB01**
SCALE: N.T.S.
DATE: 02/04/22
DESC: ANNEXATION
PLZM-21-00335

HUNTER

ENGINEERING

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

CIVIL AND SURVEY

PROJ.NO.LGEC298



ANNEXATION

Report to the Mayor and City Council

CASE NUMBER: PLZM-21-00335
TITLE: Ten|85 Annexation
MEETING DATE: May 3, 2022

Applicant: Stephen W. Anderson of Gammage & Burnham, PLC
Owner: Buckeye 270, LLC
Request: Annexation
District: 1
Location: Generally on the northwest corner of Baseline Rd and 263rd Ave
Site size: Approximately 118.15 acres
Density: Not applicable
Public input: None known
Recommendation: **Approve**

PROJECT DESCRIPTION:

1. Stephen Anderson of Gammage & Burnham on behalf of Buckeye 270 LLC, is requesting annexation of four (4) parcels of land for a project known as Ten|85. The subject property is approximately 118.15 acres located on the northwest corner of West Baseline Road and South 263rd Avenue. The annexation is being requested with the intent of rezoning and developing office/warehousing facilities.
2. This annexation meets the requirements as outlined in ARS 9-471. Annexations require consideration at two (2) City Council public hearings. The initial Blank Petition public hearing was held on April 5, 2022. This meeting is for the purpose of approving the annexation with Ordinance 11-22.

AREA CONTEXT:

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

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Agricultural Field	Neighborhood	Rural (RU-43)
North	Agricultural Field	Neighborhood	Commercial Center (CC)
South	Agricultural Field and Industrial Operations	Neighborhood and Employment	General Commerce (GC) and Heavy Industrial (IND-3)
East	Rural and Single Family Residential	Neighborhood	Planned Residential (PR) and Rural (RU-43)
West	Agricultural Field	Neighborhood	Rural (RU-43)

PUBLIC PARTICIPATION SUMMARY:

4. The applicant has provided all notices and postings as required in the Development Code and Arizona Revised State Statutes (ARS 9.471).
5. Staff has provided all notifications as required in ARS (January 25, 2022).
6. **Table 2:** Public Notices

Notification Element	Date
Published in the Buckeye Star	Affidavit of Publication dated March 23, 2022
Site Posted	January 22, 2022
Mailing to Property Owners within 500 feet	Affidavit of Notice dated March 31, 2022

BACKGROUND:

7. The subject site is part of an overall proposed office/warehousing facility that includes previously annexed lands that were annexed under Ordinance 31-06.
8. Concurrent to this request, a City initiated Major General Plan Amendment is processing to that will change this general areas land use to Employment.
9. The Mayor and City Council heard the blank petition at a public hearing held on April 5, 2022.

ANALYSIS:

10. The properties are part of a county island that includes a strip annexation approximately eight (8) miles to the west. As this is a county island, it is completely surrounded (on all four (4) sides) by City of Buckeye annexed area; therefore, the adjacency and minimum size statutory requirements do not apply.
11. The property will be classified as Single Family Rural Residential District (SF-43), which is comparable to the Rural (RU-43) zoning in the county. A subsequent rezone will propose Light Industrial (I-1) with an overlay to provide design and development standards that will minimize impact on adjacent residential development.
12. Once annexed, the property will be serviced by City of Buckeye Police, City of Buckeye Fire, and will be within the City of Buckeye sewer and water service areas.
13. The following City of Buckeye departments have reviewed and have found no outstanding issues with the application:
 - a. Engineering
 - b. Fire
 - c. Public Works
 - d. Community Services
 - e. Police
 - f. Water Resources
 - g. Development Services

RECOMMENDATION:

14. Staff recommends the Mayor and City Council approve Ordinance 11-22 for Case PLZM-21-00335, Ten|85 annexation for the following reasons:
 - Conformance with the Buckeye General Plan
 - Conformance with the Buckeye Development Code
 - The reviewing departments expressed no concerns with the proposal

ATTACHMENTS:

- Vicinity Map
- Applicant Narrative
- Executed Blank Petition
- Ordinance 11-22

Prepared By:
Bart Wingard, Principal Planner

Reviewed By:
Adam Copeland, Deputy Director of Planning

ELECTRONIC RECORDING

When Recorded, return to:

Lucinda Aja, City Clerk
City of Buckeye
530 E Monroe Ave.
Buckeye, AZ 85326

005333-3-1-1--
morenoa

ANNEXATION PETITION (PLZM-21-00335)

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA:

We, the undersigned, owners of the real and personal property, being the real property hereinafter described and all personal property that we may own in the area sought to be annexed, request the City of Buckeye to annex our property, said property being located in a territory contiguous to the City of Buckeye and being located within the following described area:

**LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A" AND
ANNEXATION MAP ATTACHED AS EXHIBIT "B"**

The City Council may determine the exact boundary of said territory to be annexed; provided, however, that said annexed area lies wholly within the above-described area and, provided further, that the provisions of Section 9-471, Arizona Revised Statutes are fully observed and complied with.

[illegible]

EXHIBIT "A"

LEGAL DESCRIPTION

TEN/85 ANNEXATION

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 36 FROM WHICH THE SOUTHWEST CORNER BEARS NORTH 89°52'15" WEST, FOR A DISTANCE OF 2642.18 FEET;

THENCE NORTH 89°52'15" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, FOR A DISTANCE OF 1207.81 FEET;

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SAID AREA CONTAINS 5,146,701 SQUARE FEET, OR 118.152 ACRES, MORE OR LESS.



TITLE: XB01
SCALE: N.T.S.
DATE: 02/04/22
DESC: ANNEXATION
PLZM-21-00335

HUNTER	
ENGINEERING	CIVIL AND SURVEY
10450 N. 74TH ST., SUITE 200 SCOTTSDALE, AZ 85258 T 480 991 3985 F 480 991 3986	
PROJ. NO. LGEC298	

C

HUNTER	
ENGINEERING	CIVIL AND SURVEY
10450 N. 74TH ST., SUITE 200 SCOTTSDALE, AZ 85258 T 480 991 3985 F 480 991 3986	PROJ.NO.LGEC298

WHEN RECORDED, RETURN TO:

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

ORDINANCE NO. 11-22

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF BUCKEYE, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING APPROXIMATELY 118.152 ACRES LOCATED AT THE NORTHWEST CORNER OF WEST BASELINE ROAD AND SOUTH 263RD AVENUE.

WHEREAS, the City of Buckeye, Arizona (the “City”) desires to annex certain territory, which is contiguous to the City; and

WHEREAS, on March 8, 2022, a blank petition was filed in the Office of the Maricopa County Recorder, setting forth a description and accurate map of all the exterior boundaries of the territory proposed to be annexed; and

WHEREAS, on April 5, 2022, the Mayor and City Council (the “Council”) held a public hearing to discuss this annexation proposal; and

WHEREAS, at least six days before the public hearing and at least fifteen days before the end of the thirty-day waiting period, notice was given by publication at least once in a newspaper of general circulation published or circulated in the City and the area to be annexed; at least six days before the public hearing, notice was also posted in at least three conspicuous public places in the territory proposed to be annexed, sent by first class mail to the chair of the Maricopa County Board of Supervisors, and sent by first class mail with an accurate map of the territory to be annexed to each owner of the real and personal property that would be subject to taxation by the City in the event of annexation; and

WHEREAS, within one year of the last day of the thirty-day waiting period, a petition has been presented in writing to the Council, signed by the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City in the event of annexation as shown by the last assessment of the property, asking that the property be annexed to the City; and

WHEREAS, the petition sets forth a true and correct description of all exterior boundaries of the territory proposed to be annexed, and no changes to such territory sought to be annexed have been made after the petition had been signed; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now

on file in the office of the City Clerk, together with the original petition referred to herein; and

WHEREAS, the estimated current population of the area to be annexed is zero, and the estimated future population of the area to be annexed shall be in compliance with the Buckeye General Plan land use and density requirements;

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

Section 1. The foregoing recitals are incorporated as if fully set forth herein.

Section 2. The territory described on **Exhibit A** and depicted on **Exhibit B** is hereby annexed to the City of Buckeye, and the City's corporate limits are extended and increased to include the same.

Section 3. This annexation shall become final upon the expiration of thirty days from the date of adoption of this ordinance.

Section 4. The City Clerk is hereby directed to record a certified copy of this ordinance, together with all exhibits hereto, in the Office of the Maricopa County Recorder immediately after this annexation becomes final.

Section 5. The territory annexed by this ordinance shall be zoned and shown on the City of Buckeye Zoning map as having SF-43 Single-Family Rural Residential zoning.

Section 6. The Mayor and City Council hereby elect that the City be the provider of regular City Fire Department services to the subject property.

Section 7. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this ordinance.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 3rd day of May, 2022.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

**EXHIBIT A
TO
ORDINANCE 11-22**

[Legal Description of the Annexed Territory]

(See following page)

EXHIBIT "A"
LEGAL DESCRIPTION
TEN/85 ANNEXATION

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 36 FROM WHICH THE SOUTHWEST CORNER BEARS NORTH 89°52'15" WEST, FOR A DISTANCE OF 2642.18 FEET;

THENCE NORTH 89°52'15" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, FOR A DISTANCE OF 1207.81 FEET;

THENCE NORTH 00°10'15" EAST, FOR A DISTANCE OF 120.00 FEET;

THENCE NORTH 89°52'15" WEST, FOR A DISTANCE OF 113.62 FEET;

THENCE NORTH 00°00'28" EAST, FOR A DISTANCE OF 1201.66 FEET;

THENCE NORTH 89°34'23" WEST, FOR A DISTANCE OF 1264.54 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROUTE 85 (GILA BEND-BUCKEYE HIGHWAY);

THENCE, CONTINUING ALONG SAID STATE ROUTE 85 NORTH 00°02'56" WEST, FOR A DISTANCE OF 1268.23 FEET;

THENCE SOUTH 89°16'34" EAST, FOR A DISTANCE OF 35.33 FEET;

THENCE NORTH 00°02'51" WEST, FOR A DISTANCE OF 60.01 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36;

THENCE SOUTH 89°16'34" EAST, FOR A DISTANCE OF 2554.16 FEET TO A POINT ON THE NORTH SOUTH MID-SECTION LINE OF SAID SECTION 36;

THENCE SOUTH 00°03'35" WEST, FOR A DISTANCE OF 2629.58 FEET TO THE POINT OF BEGINNING.

SAID AREA CONTAINS 5,146,701 SQUARE FEET, OR 118.152 ACRES, MORE OR LESS.



TITLE: XB01
SCALE: N.T.S.
DATE: 02/04/22
DESC: ANNEXATION
PLZM-21-00335

HUNTER	
ENGINEERING	CIVIL AND SURVEY
10450 N. 74TH ST., SUITE 200 SCOTTSDALE, AZ 85258 T 480 991 3985 F 480 991 3986	
PROJ. NO. LGEC298	

**EXHIBIT B
TO
ORDINANCE 11-22**

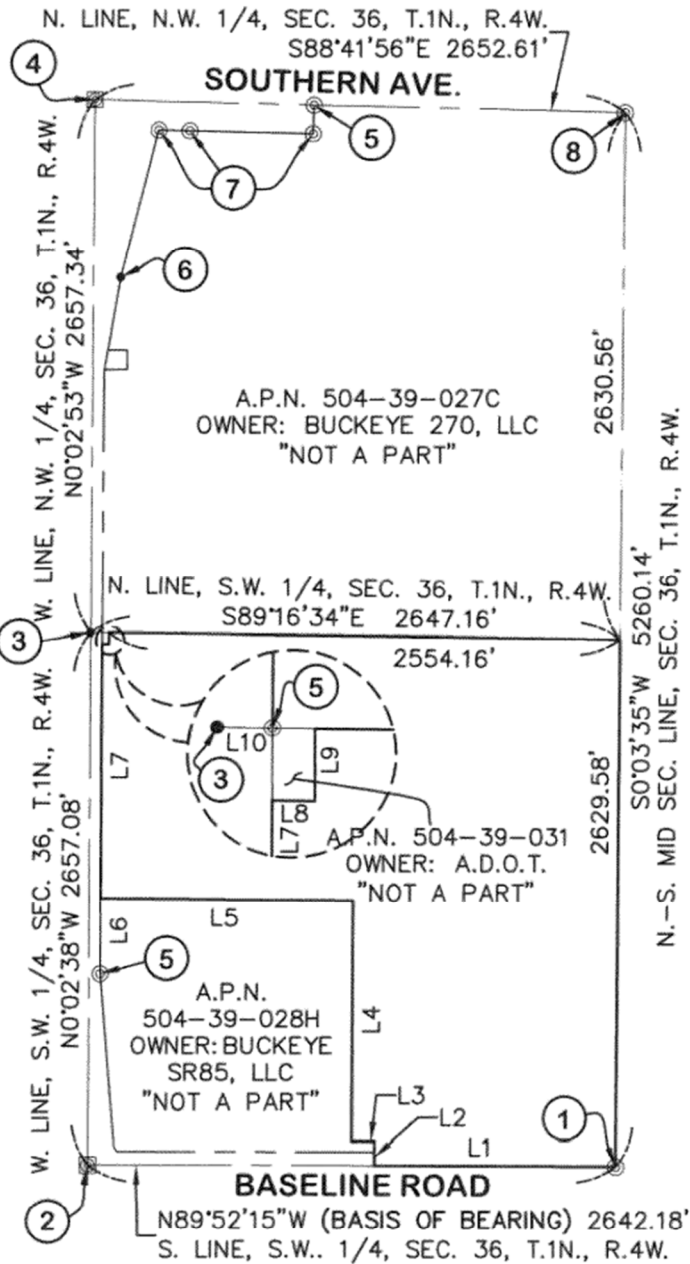
[Depiction of the Annexed Territory]

(See following pages)

EXHIBIT "B" TEN/85 ANNEXATION



HIGHWAY 85



TITLE: XB01
SCALE: N.T.S.
DATE: 02/04/22
DESC: ANNEXATION
PLZM-21-00335

HUNTER
ENGINEERING

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

CIVIL AND SURVEY

PROJ.NO.LGEC298

EXHIBIT "B"
TEN/85
ANNEXATION

LEGEND:

- ① ⊙ S. 1/4 COR. SEC. 36, T.1N., R.4W.
FOUND ALUMINUM CAP FLUSH STAMPED
"MC LS 22258"
POINT OF BEGINNING
- ② ⊙ S.W. COR. SEC. 36, T.1N., R.4W.
FOUND BRASS CAP IN HANDHOLE
- ③ • W. 1/4 COR.
SEC. 36, T.1N., R.4W.
FOUND 5/8" IRON BAR
- ④ ⊙ N.W. COR. SEC. 36, T.1N., R.4W.
FOUND BRASS CAP IN HANDHOLE
W/ SECTION LABELS
- ⑤ ⊙ FND. A.D.O.T. BRASS CAP FLUSH
- ⑥ • FND. IRON BAR W/ NO I.D.
- ⑦ ⊙ FND. A.D.O.T. ALUMINUM CAP FLUSH
- ⑧ ⊙ N. 1/4 SEC. 36, T.1N., R.4W.
FOUND COTTON PICKER
SPINDLE W/NO STAMP

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°52'15"W	1207.81'
L2	N00°10'15"E	120.00'
L3	N89°52'15"W	113.62'
L4	N00°00'28"E	1201.66'
L5	N89°34'23"W	1264.54'
L6	S00°02'56"E	377.97'
L7	N00°02'56"W	1268.23'
L8	S89°16'34"E	35.33'
L9	N00°02'51"W	60.01'
L10	S89°16'34"E	93.00'



TITLE: **XB01**
SCALE: N.T.S.
DATE: 02/04/22
DESC: ANNEXATION
PLZM-21-00335

HUNTER
ENGINEERING
10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986
CIVIL AND SURVEY
PROJ. NO. LGEC298

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 05/03/22	AGENDA ITEM: 7.D. Downtown Specific Area Plan
DATE PREPARED: 04/28/22	DISTRICT NO.: ALL
STAFF LIAISON: Ken Galica, Principal Planner, kgalica@buckeyeaz.gov, (623) 349-6214	
DEPARTMENT: Construction and Contracting	AGENDA ITEM TYPE: Public Meeting / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on the Professional Services Agreement (Contract No. 2022016) between the City of Buckeye, an Arizona municipal corporation, and The Olsson Studio, a Nebraska corporation, related to the development of a Downtown Specific Area Plan; and authorizing the Mayor to execute and deliver said Agreement on behalf of the City.

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

SUMMARY

PROJECT DESCRIPTION:

The City of Buckeye's Development Services Department is in need of professional services to develop a City of Buckeye Downtown Specific Area Plan (DSAP), a planning tool needed to support the long term revitalization and redevelopment of the downtown area as a regional destination to capitalize on the historical and cultural assets available in the area. The DSAP, which was identified as Implementation Item #13 in the 2018 General Plan, will define land uses, design standards, how to best provide for pedestrian/bike circulation through optimization of rights-of-way, economic development best practices to attract vibrant development to the downtown core, and more. Once complete, the DSAP will establish actionable implementation steps with the goal of facilitating both immediate and long term revitalization in the area identified by the General Plan as the Downtown Activity Center, an approximately 2,946 acre area roughly bounded by Rooks Road on the west, Watson Road alignment on the east, Maricopa Road on the north, and the Gila River on the south.

To ensure that the DSAP reflects the vision of the community, the planning process will involve significant collaboration with downtown stakeholders, inclusive of business owners (including representatives of Buckeye Downtown Coalition), local residents, property owners, and potential developers. To this end, the draft scope for the project (subject to continued refinement) includes two (2) Planning & Zoning Commission workshops, two (2) City Council workshops, individual interviews with interested stakeholders, three (3) stakeholder group meetings including a walking tour, visioning session, and design charrette, an interactive website, a community survey, two (2) public open house meetings, two (2) Planning & Zoning Commission public hearings, and a City Council public hearing for approval. It is anticipated that the project will run approximately twelve (12) months with the expectation that the final DSAP will be brought forward for Council's approval in May 2023 as part of next year's Major General Plan Amendment cycle.

The Request for Qualifications (RFQ) was issued on Monday, October 4, 2021 with a pre-submittal conference held virtually on October 19, 2021 at 2:30 PM. The City received five (5) responses to the RFQ; after a review of the submittals and interviews of the top three firms, an evaluation team of six (6) panelists (including a combination of City staff, downtown business owners, and local developers), determined that The Olsson Studio was most responsive and responsible and it is recommended they be awarded this agreement. The selection panel was impressed by Olsson's qualifications, which include being the prime consultant on a number of downtown plans that establish unique, tailored visions for the central business districts of a wide range of communities of differing sizes and characters, as well a strong track record of encouraging robust public participation through creative methods and approaches. Staff believes that Olsson's dynamic team of professionals, who display a tangible passion for collaborative planning that is tailored to fit the vision of the community within which they are working, is best suited to guide creation of a realistic and implementable specific plan for Buckeye's very unique downtown area.

BENEFITS:

Allow the City to maintain a well-planned urban community.

FUTURE ACTION:

Issue purchase order for payments.

FINANCIAL IMPACT STATEMENT:

10005180 520037 - Professional Services General

CURRENT FISCAL YEAR TOTAL COST:

\$250,000

BUDGETED:

Yes

FISCAL YEAR:

2021/2022

FUND/DEPARTMENT:

10005180 520037

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

ATTACHMENTS:

[City of Buckeye Procurement Contract with The Olsson Studio No. 2022016.pdf](#)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
THE OLSSON STUDIO
CONTRACT No 2022016**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into by and between the City of Buckeye, an Arizona municipal corporation (the "City") and The Olsson Studio, a Nebraska corporation (the "Consultant").

RECITALS

The City issued a Request for Qualifications No. 2022016 (the "RFP") for City of Buckeye – Downtown Specific Area Plan, attached hereto as Exhibit A and incorporated herein by reference.

The Consultant submitted a statement of qualifications (the "SOQ"), attached hereto as Exhibit B and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for the Downtown Specific Area Plan (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date fully executed by the City and shall remain in full force and effect for one (1) year or until such time as the Scope of Services is completed and approved by the City, or unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement.
2. Scope of Work. The Consultant shall provide the Services as set forth in the Proposal, attached hereto as Exhibit C and incorporated herein by reference.
3. Compensation. The City shall pay Consultant a total amount not to exceed **Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00)**.
4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. The Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. The Consultant agrees to assign specific individuals to key positions. The Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, The Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during the Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. The Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide the Consultant, its employees or sub-consultants any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to the Consultant.

9. Performance Warranty. The Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of sub-consultant in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage Parts of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. The Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of the Consultant. The Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

G. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts.

Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. The Consultant shall be solely responsible for any such deductible or self-insured retention amount.

H. Use of Sub-consultants. If any work under this Agreement is subcontracted in any way, the Consultant shall execute written agreements with its sub-consultants containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and the Consultant. The Consultant shall be responsible for executing any agreements with its sub-consultants and obtaining certificates of insurance verifying the insurance requirements.

I. Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by the Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be the Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title of this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) The Consultant's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by the Consultant under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

A. Commercial General Liability. The Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent consultants, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. The Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy

Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Services, and the Consultant shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

D. Workers’ Compensation Insurance. The Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Consultant’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially change without 30 days’ prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, the Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and the City of Buckeye, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For City’s Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by the Consultant of written notice by the City. Upon termination for convenience, the Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to the Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Consultant fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Consultant shall be relieved of any subsequent obligation under this Agreement.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. The Consultant, its employees and sub-consultants are not

entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of the Consultant, its employees or sub-consultants. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as the Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above. The Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The City and the Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (A) existing and future City and County ordinances and regulations, (B) existing and future state and federal laws and (C) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and the Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous

written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment. No right or interest in this Agreement shall be assigned by the Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of the Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by the Consultant in violation of this provision shall be a breach of this Agreement by the Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not sub-consultants are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts the Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts the Consultant owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given to a recognized and reputable overnight delivery service, to the address set forth below or (D) delivered by facsimile transmission to the number set forth below:

If to the City:	City of Buckeye ATTN: Chris Williams, Manager Construction & Contracting Division 530 East Monroe Avenue Buckeye, Arizona 85326 Facsimile: (623) 349-6221
With copy to:	Gust Rosenfeld, p.l.c. ATTN: Shiela B Schmidt One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Facsimile: (602) 254-4878
If to Consultant:	The Olsson Studio ATTN: Taylor Plummer, AICP 7878 N. 16th Street, Suite 105 Phoenix, AZ 85020

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

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. The Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Consultant as needed for the performance of duties under this Agreement.

14.16 Information Technology.

A. Limited Access. If necessary for the fulfillment of the Agreement, the City may provide the Consultant with non-exclusive, limited access to the City's information technology infrastructure. The Consultant understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Consultant shall enforce all such policies, standards, regulations and restrictions with all the Consultant's employees, agents or any tier of sub-consultant granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement.

B. Data Confidentiality. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Consultant in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Consultant shall not disclose data generated in the performance of the service to any third person without the prior, written consent of the City Manager or authorized designee.

C. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

E. Compromised Security. In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, the Consultant shall notify the City Manager, or authorized designee, immediately. The Consultant agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

F. Permitted Access. The Consultant's employees, agents and sub-consultants must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Consultant agrees that the requirements of this Section shall be incorporated into all sub-consultant/subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

G. Survival. The obligations of the Consultant under this Section shall survive the termination of this Agreement.

14.17 Records and Audit Rights. The Consultant's and its sub-consultant's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any consultant and its sub-consultants' employees who perform any work or Services pursuant to this Agreement to ensure that the Consultant and its sub-consultants are complying with the warranty under subsection 14.18 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Consultant's and its sub-consultants' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its sub-consultants' compliance with the Arizona employer sanctions laws referenced in subsection 14.18 below. To the extent necessary for the City to audit Records as set forth in this subsection, the Consultant and its sub-consultants hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its sub-consultants' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to the Consultant pursuant to this Agreement. The Consultant and its sub-consultants shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give the Consultant or its sub-consultants reasonable advance notice of intended audits. The Consultant shall require its sub-consultants to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.18 E-verify Requirements. To the extent applicable under Ariz. Rev. Stat. §41-4401, the Consultant and its sub-consultants warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Ariz. Rev. Stat. §23-214(A). The Consultant's or its sub-consultants' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Consultant's Proposal, the documents shall govern in the order listed herein.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Compliance with Federal Immigration Laws and Regulations. Consultant warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Consultant acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

14.22 Israel. Pursuant to Arizona Revised Statute § 35-393.01, Consultant certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.

14.23 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s) ") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All Cooperative procurements under this Agreement shall be transacted solely between the requesting of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

SIGNATURE PAGE TO FOLLOW:

THEREFORE, the City of Buckeye by its City Mayor has hereunto subscribed his name on this date: _____.

CITY

THE CITY OF BUCKEYE, ARIZONA
an Arizona Municipal corporation

By: _____
Eric W. Orsborn, Mayor

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

CA Williams

Christopher A. Williams, Manager
Construction & Contracting Division

APPROVED AS TO FORM:

City Attorney

Vendor:
The Olsson Studio

By:  _____
Name

Team Leader
Title

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
THE OLSSON STUDIO

[RFQ]

See following pages.



CITY OF BUCKEYE

**REQUEST FOR QUALIFICATIONS
RFQ: 2022016**

CITY OF BUCKEYE- DOWNTOWN SPECIFIC AREA PLAN

CONTACT PERSON

Tyra R. Bell

Purchasing Supervisor

623.349.6171

TBell@buckeyeaz.gov

Date Issued:	October 05, 2021
Pre-Submittal Conference:	October 19, 2021 at 2:30 PM
Last Day for Inquires:	November 2, 2021 at 5:00 PM
RFQ Due Date:	November 23, 2021 at 2:00 PM local time

PLEASE NOTE: IF DOCUMENTS WERE DOWNLOADED FROM THE CITY OF BUCKEYE WEBSITE, BIDDER IS RESPONSIBLE FOR OBTAINING ANY AMENDMENTS EITHER THROUGH UPDATES ON THE WEBSITE, OR BY CONTACTING THE CITY CONTACT PERSON LISTED ABOVE.

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SECTION 1 - INTRODUCTION

The City of Buckeye is currently seeking Statements of Qualifications from qualified, experienced firms interested in providing professional services to develop a City of Buckeye Downtown Specific area plan. Over the last four decades, the City of Buckeye has developed numerous overlays, plans, and studies directed to support and enliven Monroe Avenue and the greater Historic Downtown of Buckeye. These efforts had differing scopes with some addressing streetscapes and public infrastructure and others creating zoning standards to encourage the redevelopment of Monroe Avenue and the neighborhoods which surround it. In 2018, the City enlisted the assistance of Arizona State University to capture current public sentiment and attempt to unify all these efforts into a singular document known as the ASU Downtown Specific Area Plan.

The ASU Downtown Specific Area Plan (DSAP) was developed through significant research, outreach and coordination between downtown stakeholders, City staff and the graduate students of ASU's school of Geographical Sciences and Urban Planning. The DSAP is widely supported by the community and was accepted by City Council in May of 2018. It is considered to be the springboard to which a refined and comprehensive specific area plan will be developed.

The Imagine Buckeye 2040 General Plan was ratified by the voters in August of 2018. Within this plan, Downtown Buckeye is identified as an "Activity Center." An Activity Area is a typically mixed-use area of special character that is considered a focal point for entertainment, economic development, tourism, education, and/or local heritage. An appropriate plan and proper regulations are needed to support and grow the historic core of the City. The unique early-twentieth century development pattern of the area requires unique standards for development and redevelopment of the rights-of-way and public and private properties. Notably, the City desires that the plan preserves the culture and heritage of the community while incentivizing compatible economic development and redevelopment opportunities making downtown a unique destination and living environment.

The City of Buckeye requests planning firms and other qualified professionals to submit proposals to provide professional services to develop a specific area plan for the Historic Downtown Buckeye Activity Center which will be adopted as a stand-alone plan and as a major amendment to the Buckeye General Plan 2040 by July 2022.

BACKGROUND

General Plan 2040

The Imagine Buckeye 2040 General Plan was approved by City Council and adopted by the voters in August of 2018. The document references in several sections the importance of Historic Downtown Buckeye. As part of a short-term implementation task, the General Plan references the development of a specific area plan for the Historic Downtown Buckeye Activity Center.

2018 ASU Downtown Specific Area Plan (DSAP)

Through significant stakeholder outreach, this plan establishes a high-level framework for the preservation and revitalization of downtown. The plan was led by graduate students of ASU's school of Geographical Sciences and Urban Planning. The plan identifies important planning considerations for downtown and makes recommendations regarding the management of public infrastructure, the establishment of permanent committees and commissions, and recommendations for architectural/form-based design standards.

El Rio District Area Plan (2018)

The El Rio District Area Plan is the master plan for the portion of the Historic Downtown Buckeye Activity Center located immediately south of Beloit Road (Irwin Ave). This plan focuses on greenfield development, economic and recreational activation of the Gila River banks, and preservation of the natural river habitat. Additionally, the plan sets the framework for transitional development patterns between the historic downtown and the river.

2012 Downtown Overlay

Article 5.12.5 of the Development Code is the downtown overlay. This is a zoning overlay which establishes general regulations which support residential infill development, preserve the identity of downtown, and encourages development through refined and relaxed development standards.

2002 ASU Downtown Buckeye Revitalization Plan

This plan establishes a framework for the preservation and revitalization of downtown. The plan was led by graduate students of ASU's school of Geographical Sciences and Urban Planning. The plan includes an economic and demographic analysis, identifies ways to support pedestrian and multi-modal activity in the downtown area and recommendations regarding architectural design standards to preserve the character and history of Downtown Buckeye.

1987 Master Revitalization Plan

This document took a focused approach to the areas within a few blocks of Monroe Avenue and 4th Street. Buckeye was a much different community in the 1980s and had not yet been subject to the outward expansion and suburbanization of the Phoenix metro area. The analysis in the plan is sound but reflections of a different era in Buckeye's history. The plan makes recommendations regarding gateways, road design, connectivity, redevelopment, and design which are still useful today.

SECTION 2 – PROJECT SUMMARY/SCOPE OF WORK

The consultant will complete the following tasks for the Downtown Buckeye Specific Area Plan.

A. Data Collection, Inventory, Existing Conditions, Literature Review

- A. 1 Review applicable plans and studies: Buckeye General Plan (2018), Parks and Recreation Master Plan (2016), Bicycle/Pedestrian Master Plan (2019), Transportation Master Plan (2019), El Rio District Area Plan (2018), Master Revitalization Plan (1987),

ASU Downtown Buckeye Revitalization Plan (2002), Article 5.12.5 of the Development Code [Downtown Overlay] (2012), ASU Downtown Specific Area Plan (2018), MAG Regional Commuter Rail System Update (2018), other agency related plans from Arizona Department of Transportation, Maricopa County Department of Transportation, Maricopa County Flood Control District

- A. 2 Data Collection – existing conditions, GIS data collection from City and stakeholders including roads, rail, canals, utilities, and socioeconomic and demographic data.

B. Prepare Downtown Buckeye Specific Area Plan. The plan shall include the following elements:

B.1 Land Use and Urban Design

- Detailed land use plan based upon existing and planned character and uses
- Development standards to promote historic character retention and compatible infill, design, siting & uses.
- Form-based standards for property fronting principal streets/corridors such as 4th Street and Monroe Avenue
- Transitional development standards to blend the plan to adjacent development areas and the El Rio District Specific Area Plan
- Transit Oriented Development standards for areas related to commuter rail or multi-modal transit stations
- Utility relocation plan

B.2 Transportation

- Street cross sections which support the traditional small-town grid and multi-modal transportation
- Gateways/transition features along arterials which define the downtown area
- Street tree/character plan
- Truck route plan
- SR-30 analysis and recommendations
- Transit planning: routes, infrastructure and facilities
- Alley policy

B.3 Parking

- Analyze existing parking inventory and utilization in principal corridors
- On-street parking policy/plan

B.4 Economic Development

- Cost benefit analysis estimating implementation and long-term maintenance costs for proposed public improvements/programs vs increased land value and sales taxes
- Financing mechanisms: cost-share loans/grants for private property improvement, special taxing districts, improvement districts, redevelopment/revitalization districts
- Feasibility of public private partnerships (PPP) or redevelopment agency
- Vacant property policies: acquisition, enforcement, resale
- Marketing and identity strategies

- Permitting, land use, licensing, or other city process enhancements

B.5 Recreation and Arts

- Integrate and refine bicycle, pedestrian path, and trail plans
- District art and culture program policies/plan
- Public outdoor gathering area including plazas that capitalize on Buckeyes heritage.
- Greenways from downtown Buckeye south to the Gila River

B.6 Implementation

- Plan goals organized into actionable short, medium, and long term tasks
- Recommendations for revised city process, codes, public review bodies, or other mechanisms to maintain long term plan implementation

C. Outreach and Involvement

C.1 Community Open Houses (2 meetings)

C.2 Stakeholder Group (quarterly meetings – no more than 4)

C.3 Development Partnering Group (1 meeting)

C.4 Planning and Zoning Commission workshop (2 meetings)

C.5 Buckeye City Council workshop(2 meetings)

C.6 Coordination and/or meet with other stakeholders which may include

- Main Street Coalition
- Downtown business Owners
- Buckeye Valley Chamber of Commerce
- Buckeye Unified High School District, Buckeye Elementary School District
- Union Pacific Rail Road
- McDOT, ADOT, Valley Metro
- Buckeye Water Conservation and Drainage District
- APS, SW Gas
- Flood Control District of Maricopa County
- Maricopa Association of Governments
- Buckeye Youth Council
- Buckeye Valley Museum
- West Valley Arts Council

C.7 All public meetings (3 public hearings) associated with the adoption of the Downtown Buckeye Specific Area Plan as a major amendment to the Buckeye General Plan

D. Administrative Tasks

D.1 Standing meeting/phone calls with city project managers (biweekly or as needed)

D.2 Monthly progress reports (up to 1 page)

D.3 Track and save, distribute all meetings minutes/summaries to city staff

D.4 Provide all materials for meetings, such as PowerPoints, comment forms, presentation boards, sign in sheets for each meeting

D.5 Maintain and manage the project schedule

- D.6 Answer questions from various stakeholders and city staff throughout the duration of the project via email and phone calls

E. Additional Information

- E.1 Copies of all available city plans and studies, and stakeholder information will be made available to the consultant

F. General Scope of Work and General Requirements

(The scope of work is a general guide to the work the City expects to be performed by the Consultant.)

- F.1 The consultant selected will be responsible for creating the Downtown Buckeye Specific Area Plan from land use planning, form-based codes, character planning, right-of-way design and planning, transit/multi-modal planning, economic analysis, heritage and arts planning, stakeholder collaborative building, creation of high quality and engaging visual graphics, renderings, maps, and tables, GIS mapping
- F.2 Consultant for the Downtown Buckeye Specific Area Plan will need to assemble, manage, and coordinate a consulting team with expertise in the various fields that can complete the aforementioned tasks.

G. Project Deliverables

Under the contract to be awarded through this RFQ, the City of Buckeye seeks to receive the following deliverables from the Vendor.

- G.1 A Council-adopted Downtown Buckeye Specific Area Plan that includes the aforementioned elements by May 2022.
- G.2 20 final hard copies of the specific area plan in standard letter format in binders. Provide a digital copy (5 USB drives) of the final specific area plan and associated documents such as meeting summaries, PowerPoint presentations, research, and GIS files in both design format and PDF.
- G.3 Deliverables to be provided throughout the process is included in the scope of work.

SECTION 3 - PRE-SUBMITTAL CONFERENCE

The pre-submittal conference has been scheduled for **October 19, 2021, at 2:30 PM** and will be held utilizing Microsoft Teams. The meeting link can be accessed by clicking the link provided on the City's website under Open Solicitations and the webpage for this solicitation as follows:

<https://www.buckeyeaz.gov/business/construction-contracting/open-solicitations>

Please attempt to access the meeting prior to the scheduled meeting time to identify any access issues. Attendance at this meeting is encouraged but not required. This meeting will be recorded using Microsoft Teams and posted to the City's website following the meeting. All attendees will be muted during the presentation. It is encouraged to post questions within the Q&A chat function of Microsoft Teams as they come up so they can be addressed at the close of the presentation.

SECTION 4 – SUBMITTAL REQUIREMENTS

Firms interested in this project should submit a Statement of Qualifications (SOQ) via electronic email **no later than 2:00 PM., Tuesday, November 23, 2021**. All documents required as part of the SOQ shall be completed, scanned as a .pdf, and added as an attachment to the email submittal. The .pdf shall have the name of the company submitting and subject of the email should be **RFQ No. 2022016 City of Buckeye Downtown Specific Area Plan**. SOQ should be emailed to tbell@buckeyeaz.gov.

Please be advised that **failure** to comply with the following criteria will result in disqualification:

- Receipt of submittal by the date and time specified.
- Adherence to maximum page requirements.
- Acknowledgement of all addenda.
- Acknowledgement in the cover letter that the City's Professional Services Agreement has been reviewed by the submitting firm and the firm is willing to execute the agreement as written.

All questions regarding this Statement of Qualifications are to be addressed in writing or by email to:

Tyra Bell
Construction and Contracting Division
Second Floor, City Hall
530 East Monroe Avenue
Buckeye, Arizona 85326
Email: tbell@buckeyeaz.gov

All proposals received, via email will be documented and posted on the City of Buckeye's website at www.buckeyeaz.gov/open-solicitations under the webpage for this solicitation. The Contractor assumes the responsibility for having the SOQ submitted on time via email to the email address shown above. Any SOQ received after the due date and time shall not be considered and will be returned. The Contractor assumes the risk of any delay in the electronic processing of the Contractor's email through both parties (Contractor and City) network. Bidders must allow adequate time to ensure that the emails are timely received by the City at the designated email address. All time referenced are Buckeye, Arizona local times. Consultant agree to accept the time and date that is recorded on the received email as the official time. Any emails submission that are 2:01 pm. or later on the scheduled due date will be considered late and therefore, returned to sender.

Firms interested in this project should adhere to the maximum page criterion is critical: each page side (maximum 8-1/2" x 11") with criteria information will be counted. Do not use 11" x 14" or 11" x 17" size sheets (e.g., fold-outs) unless specifically authorized. Pages that have project photos, charts and/or graphs will be counted towards the required number of pages. Front and

back covers, Table of Contents, and divider (tab) pages will not be counted unless they include qualification information that could be considered by the selection panel. Resumes should provide information for key staff (no company profiles) and should not include project pictures or general firm information. Any additional company information or non-key staff information included in the resume section will be counted against the maximum page requirement. Do not submit additional information not listed herein. Font size may not be less than 10 point.

Consultant Team Arrangements are considered an arrangement in which either 1) two or more companies form a partnership or joint venture to act as a potential prime consultant; or 2) a potential prime consultant agrees with one or more other consultants to have them act as its sub consultants for this specific solicitation. The City will recognize the integrity and validity of the consultant's team arrangements; provided, the arrangements are identified and company relationships are fully disclosed in the proposal by providing a form of organizational structure such as a Joint Venture Agreement or a Financial Agreement to sub consultant with the prime. The Consultant shall identify the major or critical aspects of the requirement to be performed by those identified in the Consultant Team Arrangement. The submission must contain a narrative that clearly explains the relevance to a particular factor of information concerning a company that is part of a Consultant Team Arrangement. Any narrative provided should be incorporated into the Consultant's proposal after the cover letter.

SOQ Contents and Format: (City of Buckeye-Downtown Specific Area Plan)

Submittal Cover Letter (one (1) page cover letter)

TAB A: Project Experience (two (2) page per project, maximum of five (5) projects)

TAB B: Past Performance Questionnaire (one form per projects identified in TAB A)

TAB C: Key Personnel Resumes (one page per resume, plus organizational chart)

TAB D: Project Understanding and Approach (25 pages)

COVER LETTER

Provide the following information:

1. Provide a general description of the company.
2. Explain the legal organization of the company.
3. Identify any contract or subcontract held by the company or officers of the company, which has been terminated within the last five years.
4. Identify any claims arising from a contract which resulted in litigation or arbitration within the last three years. Briefly describe the circumstances and the outcomes.
5. Arizona business and/or professional licenses/registrations held by the firm.
6. Name, title, contact information, email, and signature of person authorized to sign the Proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority.

TAB A - Project Experience (City of Buckeye-Downtown Specific Area Plan)

Identify at least three (3) but no more than five (5) projects where you were the primary consultant specific to a Downtown Specific Area Plan. Demonstrate the experience of your firm and/or proposed team, including all sub-consultants, on projects same/similar to that described in this solicitation for same/similar services. The projects submitted should also demonstrate that the consultant and/or the team have performed a same/similar type of services to be considered relevant in the last five years.

TAB B - Past Performance Questionnaire

For each project submitted in TAB A, complete a Past Performance Questionnaire. (Attachment 1.) The firm is directed to provide this form to the project owner or Point of Contract. Instruct the owner to complete the form and return the form with your submission.

TAB C - Experience of Key Personnel

For each key person identified, list their length of time with the firm and at least two comparable projects in which they have played a primary role. There are no limitations on the number of key positions the firms may provide. However, at a minimum, the firm must provide the primary consultant, and at least one (1) person from each sub-consultant identified. Each resume is limited to one (1) page per person and shall include the following information as a minimum:

- (a) Name and title.
- (b) Project assignment.
- (c) Name of firm with which associated.
- (d) Years' experience with this firm and with other firms.
- (e) Active professional registration, year first registered, if applicable.
- (f) Other experience and qualifications relevant to same/similar described in TAB A or other relevant projects/work required under this contract.
- (g) Education: degree(s), year, specialization, if applicable.

Include an organizational chart (maximum 2 pages) at the end of this tab, chart may be submitted in 11"X17". Provide an organizational chart that depicts the project team organization and lines of authority. Clearly indicate superior/subordinate reporting relationships; Provide names of each position and identification of firm or sub-consultant.

TAB D – Project Understanding and Approach

Describe the firm's approach to performing the required Services in the Scope of Work described above. Describe the opportunities, goals, recommendations, priorities and constraints that would be necessary in developing the City of Buckeye-Downtown Specific Area Plan.

Provide a tentative Project Work Plan/schedule showing key project milestones and deliverables. **(Identified in Section 2)** The schedule shall demonstrate firm's ability to meet the designated milestones.

SECTION 5 - SELECTION PROCESS

This Request for Qualifications (RFQ) is being conducted pursuant to A.R.S. § 34-603. The process is to review and evaluate the qualifications using a forced ranking system. No individual points will be assigned to the criteria above. The qualifications submitted in response to this RFQ will be ranked in descending order. A Selection Panel will evaluate each SOQ according to the criteria set forth in Section 4 above. The City will select a firm(s) based on the SOQ's received; formal interviews may or may not be conducted. The City may conduct a due diligence review on the firm(s) receiving the highest ranking in the evaluation.

A "Selection Committee" will be comprised of City employees and outside companies and/or Consultants. The selection committee will review, evaluate, and rank the RFQ responses in accordance with the evaluation criteria established above.

The City may then decide if necessary to conduct interviews of firms to make final selections.

The City will award a Professional Services Consulting Contract to the highest-ranked firm, after a successfully negotiated fee schedule has been made.

SECTION 6 - GENERAL INFORMATION

Sample Contract. An example of the City's Professional Services Agreement is attached as Attachment 2.

City Rights. The City of Buckeye reserves the right to reject any or all Statements of Qualifications, to waive any informality or irregularity in any Statement of Qualifications received, and to be the sole judge of the merits of the respective Statements of Qualifications received.

Acceptance of Evaluation Methodology. By submitting, its Qualifications in response to this SOQ, respondent acknowledges and accepts the evaluation process, the established criteria and associated point values, and that determination of the "most qualified" firm(s) will require subjective judgments by the City.

Release of Project Information. The City shall provide the release of all public information concerning this project, including selection announcements and contract award. Those desiring to release information to the public must receive prior written approval from the City.

Contact with City Employees. All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and subcontractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation panel, the City Manager, Department Heads and other City staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified in Section 4 above.

Data Confidentiality. Except as specifically provided in the Contract, the Contractor or its subcontractors shall not divulge data to any third party without prior written consent of the City.

Legal Worker Requirements. The City of Buckeye is prohibited by A.R.S. § 41-4401 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). The contractor and each subcontractor shall comply with all federal immigration laws and regulations related to their employees and compliance with the stated law. The City of Buckeye retains the legal right to inspect the papers of any contractor or subcontractor employee who is awarded a contract to ensure that the firm or subcontractor is complying with the law.

Lawful Presence Requirement. Pursuant to A.R.S. §§ 1-501 and 1-502, the City of Buckeye is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

Protest Procedures. Firms wishing to respond to disqualification or a procurement outcome may refer to The Procurement Code of the City of Buckeye, Section 24-3-16 that governs protest procedures utilized throughout the selection process.

Suspension/Debarment. By submitting a proposal in response to this solicitation, the respondent is certifying that it is neither debarred nor suspended nor under consideration for suspension or debarment by any federal, state or local government or agency. If a respondent is not able to certify, the respondent must submit a letter that identifies the agency involved and a contact and explains why respondent is suspended or debarred or being considered for suspension or debarment.

Questions. All questions pertaining to this selection process, contract issues, or Scope of Work must be directed to **Tyra R. Bell, Purchasing Supervisor, Construction and Contracting Division** at TBell@buckeyeaz.gov. All questions must be received, in writing (including email), no later than seven (7) days in advance of the SOQ due date. Responses to questions that materially change the scope or intent of this RFQ will be issued via Amendment on the City of Buckeye website. The City will not notify Respondents of posting of Amendments. Therefore, it is the Respondents' sole responsibility to check the website periodically for all issued Amendments. Failure to include acknowledgement of all Amendments may be cause for rejection of the proposal.

**ATTACHMENT 1
TO
RFQ NO. 2022016
CITY OF BUCKEYE DOWNTOWN SPECIFIC AREA PLAN

(PAST PERFORMANCE QUESTIONNAIRE)**

PAST PERFORMANCE QUESTIONNAIRE

CONTRACT INFORMATION (To be completed by Contractor/Consultant)

1. Contractor/Consultant Information:

Firm Name: _____ Email : _____
 Address: _____ Contact Name: _____
 Phone Number: _____ Contact Phone: _____

2. Work Performed as: ☐ Prime Consultant ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain): _____

3. Contract Information:

Contract Number: _____
 Contract Type: ☐ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify): _____
 Contract Title: _____ Contract Location: _____

Award Date (mm/dd/yy): _____
 Contract Completion Date: _____ Actual Completion Date : _____
 Explain Differences: _____

Original Contract Price (Award Amount): _____
 Final Contract Price (to include all modifications, if applicable) : _____
 Explain Differences: _____

4. Project Description:

Complexity of Work: ☐ High ☐ Med ☐ Routine
 How is this project relevant to project of submission? (Please provide details such as similar Deliverables, Outreach plans, Presentations)

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: _____ Phone Number: _____
 Title: _____ Email Address: _____

6. Describe the client's role in the project:

Client Signature: _____

Date: _____

**ADJECTIVE RAITINGS AND DEFINITIONS TO BE USED TO BEST REFLECT
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE**

RAITING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective	An Exceptional rating is appropriate when the contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective	A Very Good raiting is appropriate when the Contractor successufully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual prformance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory	A Satisfactory raiting is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning raitings is that the contractors will not be assessed a raiting lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal raiting is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory raiting is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory raiting.
(N) Not Applicable	No information or did not apply to your contract	Raiting will be neither positive nor negative.

PAST PERFORMANCE EVALUATION
(TO BE COMPLETED BY CLIENT)

1. QUALITY						
a) Quality of technical data/report preparation efforts	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E	VG	S	M	U	N
b) Rate the consultant's use of available resources to accomplish tasks identified in the contract	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Consultant was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	VG	S	M	U	N
c) To what extent was the consultant cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR						
a) Effectiveness of on-site management of consultants, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce through this effort	E	VG	S	M	U	N
c) Knowledge/expertise demonstrated by consultant personnel	E	VG	S	M	U	N
d) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
e) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed	E	VG	S	M	U	N
f) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	VG	S	M	U	N

5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E	VG	S	M	U	N
b) Consultant proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) Is the Consultant's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes		No			
d) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes		No			
e) Have there been any indications that the consultant has had any financial problems? <i>If yes, please explain below.</i>	Yes		No			
6. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)	E	VG	S	M	U	N
b) Compliance with contractual terms/ provisions <i>(explain if specific issues)</i>	E	VG	S	M	U	N
c) Would you hire or work with this firm again? <i>(if no, please explain below)</i>	Yes		No			
d) In summary, provide an overall rating for the work performed by this consultant.	E	VG	S	M	U	N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. *(please attach additional pages if necessary)*

Client Signature:

Date:

**ATTACHMENT 2
TO
RFQ NO. 2022016
CITY OF BUCKEYE DOWNTOWN SPECIFIC AREA PLAN

(PROFESSIONAL SERVICES AGREEMENT)**

PROFESSIONAL SERVICES AGREEMENT

BETWEEN
THE CITY OF BUCKEYE
AND

VENDOR NAME.

CONTRACT No **XXXXXXXX**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into by and between the City of Buckeye, an Arizona municipal corporation (the "City") and **Vendor Name.** (the "Consultant").

RECITALS

The City of Buckeye, Arizona, is authorized and empowered by the City Code to execute contracts for professional services.

The Consultant submitted a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date fully executed by the City and shall remain in full force and effect for one (1) year or until such time as the Scope of Services is completed and approved by the City, or unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement.
2. Scope of Work. The Consultant shall provide the Services as set forth in the Proposal, attached hereto as Exhibit A and incorporated herein by reference.
3. Compensation. The City shall pay Consultant a total amount not to exceed **(\$XXX,XXX.XX)** at the rates as set forth in the Proposal, attached hereto as Exhibit A and incorporated herein by reference.
4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.
6. Consultant Personnel. The Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. The Consultant agrees to assign specific individuals to key positions. The Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform

the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, The Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during the Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. The Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide the Consultant, its employees or sub-consultants any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to the Consultant.

9. Performance Warranty. The Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of sub-consultant in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Consultant

from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage Parts of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. The Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of the Consultant. The Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

G. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. The Consultant shall be solely responsible for any such deductible or self-insured retention amount.

H. Use of Sub-consultants. If any work under this Agreement is subcontracted in any way, the Consultant shall execute written agreements with its sub-consultants containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and the Consultant. The Consultant shall be responsible for executing any agreements with its sub-consultants and obtaining certificates of insurance verifying the insurance requirements.

I. Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by the Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Consultant's work or services and as evidenced by annual

certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be the Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title of this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
 - (b) Auto Liability - Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability - Follow Form to underlying insurance.
- (2) The Consultant's insurance shall be primary insurance as respects performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by the Consultant under this Agreement.
- (4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

A. Commercial General Liability. The Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent consultants, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement

form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. The Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Consultant’s owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Services, and the Consultant shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

D. Workers’ Compensation Insurance. The Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Consultant’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially change without 30 days’ prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, the Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and the City of Buckeye, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

Contract No. XXXXXX

Contract Name

Vendor Name

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by the Consultant of written notice by the City. Upon termination for convenience, the Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to the Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Consultant fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Consultant shall be relieved of any subsequent obligation under this Agreement.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of

Contract No. XXXXXX

Contract Name
Vendor Name

the City. The Consultant, its employees and sub-consultants are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of the Consultant, its employees or sub-consultants. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as the Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above. The Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The City and the Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (A) existing and future City and County ordinances and regulations, (B) existing and future state and federal laws and (C) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and the Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment. No right or interest in this Agreement shall be assigned by the Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of the Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by the Consultant in violation of this provision shall be a breach of this Agreement by the Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not sub-consultants are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts the Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts the Consultant owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given to a recognized and reputable overnight delivery service, to the address set forth below or (D) delivered by facsimile transmission to the number set forth below:

If to the City: City of Buckeye
ATTN: Chris Williams, Manager
Construction & Contracting Division
530 East Monroe Avenue
Buckeye, Arizona 85326
Facsimile: (623) 349-6221

With copy to: Gust Rosenfeld, p.l.c.
ATTN: Shiela B Schmidt
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Facsimile: (602) 254-4878

If to Consultant: **Vendor Contact Information**

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

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. The Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Consultant as needed for the performance of duties under this Agreement.

14.16 Information Technology.

A. Limited Access. If necessary for the fulfillment of the Agreement, the City may provide the Consultant with non-exclusive, limited access to the City's information technology infrastructure. The Consultant understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Consultant shall enforce all such policies, standards, regulations and restrictions with all the Consultant's employees, agents or any tier of sub-consultant granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement.

B. Data Confidentiality. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Consultant in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Consultant shall not disclose data generated in the performance of the service to any third person without the prior, written consent of the City Manager or authorized designee.

C. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

E. Compromised Security. In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, the Consultant shall notify the City Manager, or authorized designee, immediately. The Consultant agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

F. Permitted Access. The Consultant's employees, agents and sub-consultants must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Consultant agrees that the requirements of this Section shall be incorporated into all sub-consultant/subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

G. Survival. The obligations of the Consultant under this Section shall survive the termination of this Agreement.

14.17 Records and Audit Rights. The Consultant's and its sub-consultant's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any consultant and its sub-consultants' employees who perform any work or Services pursuant to this Agreement to ensure that the Consultant and its sub-consultants are complying with the warranty under subsection 14.18 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Consultant's and its sub-consultants' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its sub-consultants' compliance with the Arizona employer sanctions laws referenced in subsection 14.18 below. To the extent necessary for the City to audit Records as set forth in this subsection, the Consultant and its sub-consultants hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its sub-consultants' facilities, from the effective date of this Agreement for the duration of the work and until

three years after the date of final payment by the City to the Consultant pursuant to this Agreement. The Consultant and its sub-consultants shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give the Consultant or its sub-consultants reasonable advance notice of intended audits. The Consultant shall require its sub-consultants to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.18 E-verify Requirements. To the extent applicable under Ariz. Rev. Stat. §41-4401, the Consultant and its sub-consultants warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Ariz. Rev. Stat. §23-214(A). The Consultant's or its sub-consultants' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Consultant's Proposal, the documents shall govern in the order listed herein.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Compliance with Federal Immigration Laws and Regulations. Consultant warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Consultant acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

14.22 Israel. Pursuant to Arizona Revised Statute § 35-393.01, Consultant certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.

14.23 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s) ") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All Cooperative procurements under this Agreement shall be transacted solely between the requesting of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

SIGNATURE PAGE TO FOLLOW:

Contract No. XXXXXX

Contract Name

Vendor Name

THEREFORE, the City of Buckeye by its City Mayor has hereunto subscribed his name on this date:

_____.

CITY

THE CITY OF BUCKEYE, ARIZONA
an Arizona Municipal corporation

By: _____
Eric W. Orsborn, Mayor

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

Christopher A. Williams, Manager
Construction & Contracting Division

APPROVED AS TO FORM:

City Attorney

Vendor:
Vendor Name

By: _____
Name

Title

Contract No. XXXXXX
Contract Name
Vendor Name

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
Vendor Name

[Consultant's Proposal]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
THE OLSSON STUDIO

[Consultant's SOQ]

See following pages.

CITY OF BUCKEYE, ARIZONA

DOWNTOWN SPECIFIC AREA PLAN

RFQ No. 2022016

11.23.2021



November 23, 2021

City of Buckeye, Arizona

c/o Tyra Bell, Construction and Contracting Division
City Hall, 530 E. Monroe Avenue, Second Floor
Buckeye, Arizona 85326

the **olsson** studio

RE: RFQ No. 2022016 City of Buckeye Downtown Specific Area Plan

Dear Selection Committee Members:

Downtowns are the lifeblood of our cities and towns. Their health and strength comes from a vibrant mixture of civic, commerce, living, and community uses. And in thriving vibrant communities, the downtown is often a reflection of the community. Today, successful downtowns do not happen by chance—they are planned, programmed, and intentional. They are often curated like a fine art collection to ensure that they are interesting, sustainable, adaptable, diverse in their offerings, capitalize on their uniqueness of place, and are welcoming. We love downtowns and our team would love to help you realize your vision for Buckeye's.

GENERAL DESCRIPTION OF THE FIRM.

We are the design studio of Olsson, and our team is comprised of planners, engineers, public engagement specialists, and landscape architects. We lead a great variety of projects across the U.S. Our experience has demonstrated our unmatched expertise for planning in settings ranging from urban neighborhoods to counties; we guide appropriate and sustainable development that incorporates local, regional, and national planning trends. We understand the importance of transportation to form communitywide networks for all transportation modes and users and create plans that promote active lifestyles to support the general well-being of a community. We bring all facets of community planning into one plan document that is that is highly illustrative, easy to understand, engaging, and can live online for wider accessibility.

LEGAL ORGANIZATION OF THE COMPANY.

We are a corporation that is incorporated in the State of Nebraska.

CONTRACTS AND CLAIMS.

Olsson carries professional and general liability insurance coverage with limits that management believes adequately protect the company from losses or liability that could threaten our financial viability. Coverage is maintained with insurance companies that maintain high ratings for claims paying ability. Our coverage and carriers are reviewed annually with our independent insurance consultant. Though disputes and litigation are inherent in our industry, we consider the current and past claims in the ordinary course of business and not threatening to our ability to fulfill our commitments.

ARIZONA BUSINESS, PROFESSIONAL LICENSES, AND REGISTRATIONS.

As a firm, we maintain all necessary business, professional, and registration licenses to do business in the State of Arizona. We are registered with the Secretary of State of Arizona to do business in Arizona. Our Arizona Corporation Commission entity type is F08898184; we are registered with the State of Arizona Board of Technical Registration (10861-1); and our transaction privilege tax license number is 07621576.

We have reviewed the city's Professionals Services Agreement and will execute it as written. The Olsson Studio or officers of the company have not had any contracts terminated in the last five years.

We are excited serve the City of Buckeye; we are ready learn the ins and outs of your community and will provide you with an unrivaled level of service and communication. Communities often say they feel we are an extension of their staff. Should you have any questions, please contact us.

Sincerely,



Taylor Plummer, AICP, Project Manager/Project Planner
913.948.1164/tplummer@olsson.com



Ken Boone, Vice President/Principal-in-Charge
816.842.8844/kboone@olsson.com

SOLICITATION ADDENDUM ACKNOWLEDGEMENT

RFQ #2022016 – City of Buckeye – Downtown Specific Area Plan

ADDENDUM NUMBER 1

ADDENDUM ISSUE DATE: November 1, 2021

Bidder certifies that Bidder has read, understands, and will fully and faithfully comply with this Invitation to Bid, its attachments and any referenced documents. Bidder also certifies that this offer was independently developed without consultation with any of the other Bidders or potential Bidders.

Name of Company: The Olsson Studio

Authorized Signature: 

Print Name Title: Taylor Plummer, AICP

Date: November 18, 2021

Address: 7878 N. 16th Street, Suite 105

City, State, Zip Code: Phoenix, AZ 85020

Telephone Number: 913.948.1164

Email Address: tplummer@olsson.com

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TAB A: PROJECT EXPERIENCE

the **olsson** studio



DOWNTOWN SAPULPA MASTER PLAN

Sapulpa, Oklahoma

NEW MASTER PLAN TO GUIDE FUTURE GROWTH, DEVELOPMENT, AND IMPROVEMENTS TO DOWNTOWN.

Downtown Sapulpa has a rich history and multiple claims to fame – including the fact that U.S. Route 66 runs directly through the middle of their downtown. To capitalize on the history of the Mother Road, recent private development investments, and Sapulpa pride, the city decided it was time to develop a downtown master plan that would guide public and private investment in downtown for years to come.

The Olsson Studio was hired to bring its expertise in streetscape design, downtown land use and development planning, parking management, and genuine and robust public engagement. We recently hosted a three-day planning and design charrette and COVID-19 pandemic-sensitive public open house to understand residents’ preferences and develop consensus around a conceptual plan for downtown improvement.

The city council unanimously adopted the plan in June 2021, and implementation is underway. This project has garnered interest from area news stations and state government officials.



DATES

2020 – 2021

SERVICES

- Community Planning
- Transportation Planning
- Geographic Information Systems (GIS)

MARKETS

- Local Government

PROJECT REFERENCE

Nikki Howard

Urban Development Director
425 E. Dewey Avenue
Sapulpa, OK 74066
918.248.5918
nhoward@cityofsapulpa.net



DOWNTOWN SALINA RENAISSANCE: A REDEVELOPMENT & REVITALIZATION PLAN

Salina, Kansas

AN AWARD-WINNING NEW DOWNTOWN.

Downtown Salina has strong regional assets, from its historical architecture and locally owned businesses, to its longstanding community events and programs and vibrant art scene. But downtown Salina also had a problem. It lacked a unified vision for the community.

The Olsson Studio designed a plan for an improved downtown and created the entire plan; the effort included analyzing existing conditions and demographics; mapping; writing narrative text; designing graphics and 3D models; formatting the plan document; and leading public outreach. Soon after the plan was finalized, implementation began. Because of the Olsson Studio's robust community engagement, community excitement and momentum surrounding the project was strong.

This project, **winner of the American Planning Association Missouri Chapter 2017 Outstanding Plan Award**, enhances downtown Salina's sense of place, safety, and functionality.



DATES

2015 – 2017

SERVICES

- Master Planning
- Site Design

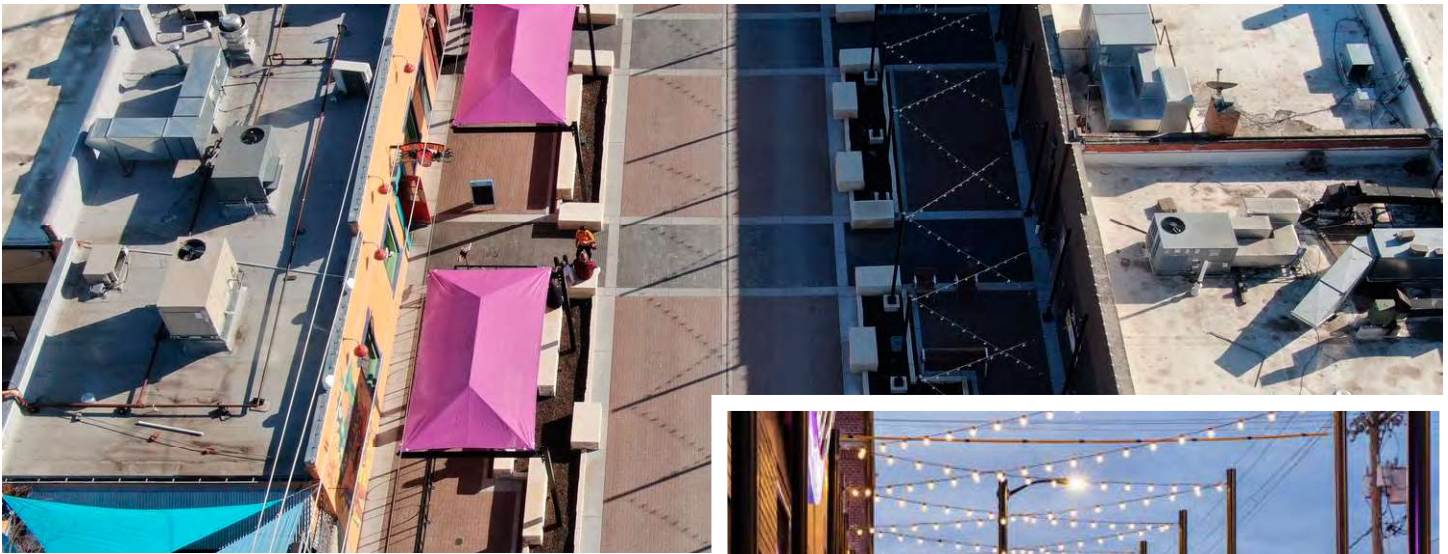
MARKETS

- Land & Facilities
- Transportation

PROJECT REFERENCE

Don Boos

Client Liaison
Blue Beacon International, Inc.
P.O. BOX 856
Salina, Kansas 67401
785.825.2221
donaldb@bluebeacon.com



AGGIEVILLE VISION TO REALITY MASTER PLAN

Manhattan, Kansas

A THOROUGH ANALYSIS FOR THE IMPROVEMENT NEEDS OF AGGIEVILLE.

The economic vitality of the Aggieville district depends on accommodating visitors and consumers. The City of Manhattan led an initiative to further develop Aggieville into a vibrant mixed-use attraction that offers diverse shopping, dining, entertainment, and residential opportunities. Some challenges were insufficient parking and access, aged utilities, and outdated visual appeal. To better understand the magnitude of Aggieville's needs and improvement costs, the city hired Olsson to provide an infrastructure analysis.

Our team modeled traffic, studied land use, and completed a parking study to determine connectivity, circulation, and access to the area. To address the utility concerns, we conducted a utility/stormwater infrastructure analysis, which was presented in a report to the City of Manhattan and will provide sensible recommendations for Aggieville going forward. In addition, Olsson facilitated public involvement to build community consensus in improvement efforts. These efforts included holding charrettes and developing a steering committee composed of the Manhattan Chamber of Commerce, Aggieville Business Association, Kansas State University, and more.



DATES

2018 – Present

SERVICES

- Planning & Design
- Civil Engineering
- Community Planning
- Surveying
- Landscape Architecture

MARKETS

- Transportation
- Water

PROJECT REFERENCE

Jason Hilgers

Deputy City Administrator
City of Manhattan
1101 Poyntz Avenue
Manhattan, Kansas 66502
785.587.2412
hilgers@cityofmhk.com



LEE'S SUMMIT DOWNTOWN PLACEMAKING MASTER PLAN

Lee's Summit, Missouri

CAPITALIZING ON OPPORTUNITY TO BUILD CULTURAL AND CREATIVE SPACES.

In an effort to establish the City of Lee's Summit's reputation as a destination for arts and culture, the Olsson Studio developed event space programming elements for a performing arts campus and farmers market for its downtown.

The project included gathering input from stakeholders; planning for event space, circulation patterns, and pedestrian areas; conducting a programming session, and a design charrette; completing a presentation-level master plan that defines the outdoor space; holding public open houses; and estimating the cost for development.

DATES

2016 – 2018

SERVICES

- Site Design
- Civil Engineering
- Survey
- Master Planning

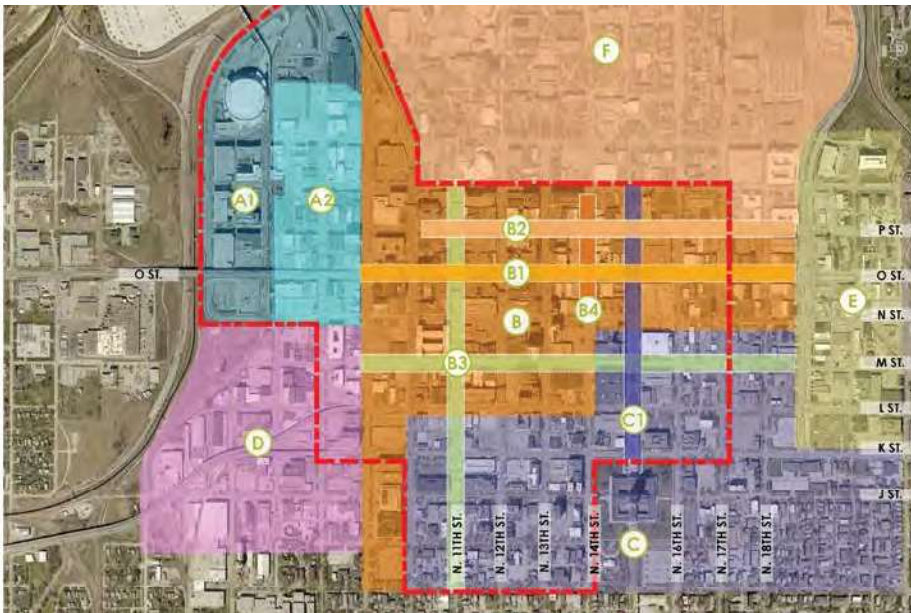
MARKETS

- Land & Facilities
- Government

PROJECT REFERENCE

Steve Arbo

City Administrator, City of Lee's Summit
220 SE Green Street
Lee's Summit, Missouri 64063
816.969.1023
stephen.arbo@cityofls.net



STREETSCAPE DISTRICTS

- A** HAYMARKET
 - A.1 HAYMARKET | CANOPY
 - A.2 HAYMARKET | HISTORIC
- B** DOWNTOWN - THE BLOCKS
 - B.1 THE BLOCKS | O STREET
 - B.2 THE BLOCKS | P STREET
 - B.3 THE BLOCKS | GREENWAYS
 - B.4 THE BLOCKS | 14th STREET
- C** DOWNTOWN - CAPITOL
 - C.1 CAPITOL | CENTENNIAL MALL
- D** SOUTH HAYMARKET
- E** TELEGRAPH
- F** UNIVERSITY OF NEBRASKA-LINCOLN

DOWNTOWN LINCOLN STREETSCAPE PLAN

Lincoln, Nebraska

ELEVATE. ACTIVATE. FACILITATE.

Lincoln's 2018 Downtown Master Plan prioritized the enhancement of downtown's principal corridors to achieve the city's goal for a thriving, innovative, connected and livable downtown. The master plan envisioned transforming M and 11th Streets to greenway corridors, 14th Street to an entertainment district, and reimagining O Street all while converting the downtown's one-way streets to two-way.

At the conclusion of the Master Plan, the Downtown Streetscape Repair, Replacement and Improvements Master Plan was a deeper dive to provide initial concept design and visioning for all four principal corridors. The Olsson Studio developed concept alternatives for reducing lanes, implementing the two-way conversion, re-distribution of parking, and development of the public realm and amenities. Project aspirations, transformative opportunities, and inherent challenges were all developed with the City's steering committee. Ultimately, a preferred concept was developed for each corridor along with streetscape specifications for paving, vegetation, furniture, lighting, specialty features, and signage.

DATES

2020 – 2021

SERVICES

- Master Planning
- Landscape Architecture
- Design Charrette
- Site Design

MARKETS

- Local Government
- Land & Facilities
- Transportation

PROJECT REFERENCE

Lincoln-Lancaster County Planning Department

Collin Christopher, AICP
Planner

City of Lincoln

555 S. 10th Street

Lincoln, Nebraska 68508

402.441.6370

cchristopher@lincoln.ne.gov

TAB B: PAST PERFORMANCE QUESTIONNAIRE

the **olsson** studio

PAST PERFORMANCE QUESTIONNAIRE

CONTRACT INFORMATION (To be completed by Contractor/Consultant)

1. Contractor/Consultant Information:

Firm Name: The Olsson Studio Email: tplummer@olsson.com
 Address: 1814 Main Street, Kansas City, MO 64108 Contact Name: Taylor Plummer
 Phone Number: 816.842.8844 Contact Phone: 913.948.1164

2. Work Performed as: ☒ Prime Consultant ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain):

3. Contract Information:

Contract Number: Purchase Order 129886
 Contract Type: ☒ Firm Fixed Price ☒ Cost Reimbursement ☐ Other (Please specify):
 Contract Title: Downtown Sapulpa Master Plan Contract Location: Sapulpa, Oklahoma

Award Date (mm/dd/yy): 02/01/20
 Contract Completion Date: 04/21 Actual Completion Date: 06/21/21

Explain Differences:

COVID-19 Pandemic

Original Contract Price (Award Amount): \$197,000.00
 Final Contract Price (to include all modifications, if applicable): \$197,000.00

Explain Differences:

N/A

4. Project Description:

Complexity of Work: ☒ High ☐ Med ☐ Routine

How is this project relevant to project of submission? (Please provide details such as similar Deliverables, Outreach plans, Presentations)

The Olsson Studio brought expertise in streetscape design, downtown land use and development planning, parking management, and a genuine and robust public engagement strategy.

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: Nikki Howard Phone Number: 918-248-5917
 Title: Urban Development Director Email Address: nhoward@sapulpaok.gov

6. Describe the client's role in the project:

Project Manager

Client Signature: Nikki Howard

Date: 11-8-21

PAST PERFORMANCE EVALUATION
(TO BE COMPLETED BY CLIENT)

1. QUALITY						
a) Quality of technical data/report preparation efforts	☒ E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	☒ E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	☒ E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	☒ E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	☒ E	VG	S	M	U	N
b) Rate the consultant's use of available resources to accomplish tasks identified in the contract	☒ E	VG	S	M	U	N
3. CUSTOMER SATISFACTION						
a) To what extent were the end users satisfied with the project?	☒ E	VG	S	M	U	N
b) Consultant was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	☒ VG	S	M	U	N
c) To what extent was the consultant cooperative, businesslike, and concerned with the interests of the customer?	E	☒ VG	S	M	U	N
d) Overall customer satisfaction	☒ E	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR						
a) Effectiveness of on-site management of consultants, and/or labor force?	E	☒ VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce through this effort	E	☒ VG	S	M	U	N
c) Knowledge/expertise demonstrated by consultant personnel	E	☒ VG	S	M	U	N
d) Ability to simultaneously manage multiple projects with multiple disciplines	E	☒ VG	S	M	U	N
e) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed	E	☒ VG	S	M	U	N
f) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	☒ E	VG	S	M	U	N

5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E ☒ VG S M U N
b) Consultant proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E ☒ VG S M U N
c) Is the Consultant's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	☒ Yes No
d) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes ☒ No
e) Have there been any indications that the consultant has had any financial problems? <i>If yes, please explain below.</i>	Yes ☒ No
6. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)	E VG S M U ☒ N
b) Compliance with contractual terms/ provisions <i>(explain if specific issues)</i>	☒ E VG S M U N
c) Would you hire or work with this firm again? <i>(if no, please explain below)</i>	☒ Yes No
d) In summary, provide an overall rating for the work performed by this consultant.	E ☒ VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. *(please attach additional pages if necessary)*

Client Signature: Nikki Howard

Date: 11/8/21

PAST PERFORMANCE QUESTIONNAIRE

CONTRACT INFORMATION (To be completed by Contractor/Consultant)

1. Contractor/Consultant Information:

Firm Name: The Olsson Studio Email: tplummer@olsson.com
 Address: 1814 Main Street, Kansas City, MO 64108 Contact Name: Taylor Plummer
 Phone Number: 816.842.8844 Contact Phone: 913.948.1164

2. Work Performed as: ☒ Prime Consultant ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain):

3. Contract Information:

Contract Number: 015-2668
 Contract Type: ☒ Firm Fixed Price ☒ Cost Reimbursement ☐ Other (Please specify):
 Contract Title: Downtown Salina Renaissance: Contract Location: Salina, Kansas
A Redevelopment and Revitalization Plan

Award Date (mm/dd/yy): 10/15/15
 Contract Completion Date: 05/30/16 Actual Completion Date: 10/27/16

Explain Differences:

Additional services authorization.

Original Contract Price (Award Amount): \$171,000.00

Final Contract Price (to include all modifications, if applicable): \$175,140.00

Explain Differences:

\$4,140.00 for additional services and hourly rate.

4. Project Description:

Complexity of Work: ☒ High ☐ Med ☐ Routine

How is this project relevant to project of submission? (Please provide details such as similar Deliverables, Outreach plans, Presentations)

The Olsson Studio designed a plan for an improved downtown and created the entire plan, along with analyzing existing conditions and demographics; mapping; writing narrative text; designing graphics and 3D models; formatting the plan, and leading a robust public engagement process. The project won the American Planning Association (APA) Missouri Chapter 2017 Outstanding Plan Award.

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: Don Boos Phone Number: (785) 825-2221
 Title: Director of Real Estate, Blue Beacon, Inc.-Master Developer Email Address: donb@bluebeacon.com

6. Describe the client's role in the project:

The Olsson Studio was engaged to create a Master Development Plan for the Downtown Salina Kansas area. As part of the engagement, Olsson conducted numerous meetings with property owners, business owners, the City, and the developer. Olsson also led several community meetings. Olsson was masterful in gaining the trust of all stakeholders and the trust of the community.

Client Signature: 

Date: November 15, 2021

PAST PERFORMANCE EVALUATION
(TO BE COMPLETED BY CLIENT)

1. QUALITY						
a) Quality of technical data/report preparation efforts	☒ E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	☒ E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	☒ E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	☒ E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	☒ E	VG	S	M	U	N
b) Rate the consultant's use of available resources to accomplish tasks identified in the contract	☒ E	VG	S	M	U	N
3. CUSTOMER SATISFACTION						
a) To what extent were the end users satisfied with the project?	☒ E	VG	S	M	U	N
b) Consultant was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	☒ E	VG	S	M	U	N
c) To what extent was the consultant cooperative, businesslike, and concerned with the interests of the customer?	☒ E	VG	S	M	U	N
d) Overall customer satisfaction	☒ E	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR						
a) Effectiveness of on-site management of consultants, and/or labor force?	☒ E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce through this effort	☒ E	VG	S	M	U	N
c) Knowledge/expertise demonstrated by consultant personnel	☒ E	VG	S	M	U	N
d) Ability to simultaneously manage multiple projects with multiple disciplines	☒ E	VG	S	M	U	N
e) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed	☒ E	VG	S	M	U	N
f) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	☒ E	VG	S	M	U	N

5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	☒ E VG S M U N
b) Consultant proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	☒ E VG S M U N
c) Is the Consultant's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	☒ Yes No
d) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes No <input checked="" type="text"/> Not Applicable
e) Have there been any indications that the consultant has had any financial problems? <i>If yes, please explain below.</i>	Yes ☒ No
6. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)	☒ E VG S M U N
b) Compliance with contractual terms/ provisions <i>(explain if specific issues)</i>	☒ E VG S M U N
c) Would you hire or work with this firm again? <i>(if no, please explain below)</i>	☒ Yes No
d) In summary, provide an overall rating for the work performed by this consultant.	☒ E VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. *(please attach additional pages if necessary)*

Client Signature: 

Date: November 15, 2021

PAST PERFORMANCE QUESTIONNAIRE

CONTRACT INFORMATION (To be completed by Contractor/Consultant)

1. Contractor/Consultant Information:

Firm Name: The Olsson Studio Email : kschulz@olsson.com
 Address: 1814 Main Street, Kansas City, MO 64108 Contact Name: Korey Schulz, PLA, ASLA
 Phone Number: 816.842.8844 Contact Phone: 816.842.8844

2. Work Performed as: ☒ Prime Consultant ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain):

3. Contract Information:

Contract Number: PKS 2016-001
 Contract Type: ☒ Firm Fixed Price ☒ Cost Reimbursement ☐ Other (Please specify):
 Contract Title: Lee's Summit Downtown Placemaking Master Plan Contract Location: Lee's Summit, Missouri

Award Date (mm/dd/yy): 07/08/16
 Contract Completion Date: 05/29/18 Actual Completion Date : 02/02/20

Explain Differences:

Additional concept development and modeling that was completed and requested by client.

Original Contract Price (Award Amount): \$42,925.00
 Final Contract Price (to include all modifications, if applicable) : \$42,925.00

Explain Differences:

N/A

4. Project Description:

Complexity of Work: ☒ High ☐ Med ☐ Routine

How is this project relevant to project of submission? (Please provide details such as similar Deliverables, Outreach plans, Presentations)

The Olsson Studio led the planning efforts for a downtown anchor development for the City of Lee's Summit. The project included gathering input from stakeholders; planning the development, circulation patterns, and pedestrian areas; programming session, a design charrette; completing a presentation level master plan that defines the space; holding public open houses, and estimating costs for development.

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: Stephen Arbo Phone Number: 816.969.1023
 Title: City Manager Email Address: Stephen.Arbo@cityofls.net

6. Describe the client's role in the project:

Purpose of plan was to verify capacity of geographic space to develop a multi-faceted activity center combining both private and public spaces and programming. With a team comprised of the Mayor, City Manager, Downtown Main Street, and Downtown Community Improvement representatives, we created a conceptual plan for public dialogue and consideration. This was done with assistance of Olsson Studio.

Client Signature: SAA Date: 11/14/21

PAST PERFORMANCE EVALUATION
(TO BE COMPLETED BY CLIENT)

1. QUALITY						
a) Quality of technical data/report preparation efforts	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E	VG	S	M	U	N
b) Rate the consultant's use of available resources to accomplish tasks identified in the contract	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Consultant was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	VG	S	M	U	N
c) To what extent was the consultant cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR						
a) Effectiveness of on-site management of consultants, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce through this effort	E	VG	S	M	U	N
c) Knowledge/expertise demonstrated by consultant personnel	E	VG	S	M	U	N
d) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
e) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed	E	VG	S	M	U	N
f) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	VG	S	M	U	N

5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E	VG	S	M	U	N
b) Consultant proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) Is the Consultant's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes			No		
d) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes			No		
e) Have there been any indications that the consultant has had any financial problems? <i>If yes, please explain below.</i>	Yes			No		
6. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)	E	VG	S	M	U	N
b) Compliance with contractual terms/ provisions <i>(explain if specific issues)</i>	E	VG	S	M	U	N
c) Would you hire or work with this firm again? <i>(if no, please explain below)</i>	Yes			No		
d) In summary, provide an overall rating for the work performed by this consultant.	E	VG	S	M	U	N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. *(please attach additional pages if necessary)*

Client Signature: 

Date: 11/14/21

PAST PERFORMANCE QUESTIONNAIRE

CONTRACT INFORMATION (To be completed by Contractor/Consultant)

1. Contractor/Consultant Information:

Firm Name: The Olsson Studio Email : kthompson@olsson.com
 Address: 1814 Main Street, Kansas City, MO 64108 Contact Name: Kelly Thompson, PLA
 Phone Number: 816.842.8844 Contact Phone: 816.842.8844

2. Work Performed as: ☒ Prime Consultant ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain):

3. Contract Information:

Contract Number: A17-26980
 Contract Type: ☒ Firm Fixed Price ☒ Cost Reimbursement ☐ Other (Please specify):
 Contract Title: Aggieville Vision to Reality Master Plan Contract Location: Manhattan, Kansas

Award Date (mm/dd/yy): 06/06/18
 Contract Completion Date: 12/04/18 Actual Completion Date : 12/04/18
 Explain Differences:

Original Contract Price (Award Amount): \$264,874.00
 Final Contract Price (to include all modifications, if applicable) : \$264,874.00
 Explain Differences:

4. Project Description:

Complexity of Work: ☒ High ☐ Med ☐ Routine
 How is this project relevant to project of submission? (Please provide details such as similar Deliverables, Outreach plans, Presentations)
 Olsson collaborated with the City of Manhattan on an initiative to further develop Aggieville into a vibrant mixed-use attraction that offers diverse shopping, dining, and residential opportunities.

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: Jason Hilgers Phone Number: 785-587-2403
 Title: Deputy City Manager Email Address: hilgers@cityofmhk.com

6. Describe the client's role in the project:

Facilitated and managed a multi-year public improvement strategy in Aggieville (commercial shopping district)

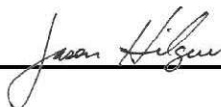
Client Signature:  Date: 11/15/2021

PAST PERFORMANCE EVALUATION
(TO BE COMPLETED BY CLIENT)

1. QUALITY						
a) Quality of technical data/report preparation efforts	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E	VG	S	M	U	N
b) Rate the consultant's use of available resources to accomplish tasks identified in the contract	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Consultant was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	VG	S	M	U	N
c) To what extent was the consultant cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR						
a) Effectiveness of on-site management of consultants, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce through this effort	E	VG	S	M	U	N
c) Knowledge/expertise demonstrated by consultant personnel	E	VG	S	M	U	N
d) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
e) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed	E	VG	S	M	U	N
f) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	VG	S	M	U	N

5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E ☒ VG ☐ S ☐ M ☐ U ☐ N
b) Consultant proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E ☒ VG ☐ S ☐ M ☐ U ☐ N
c) Is the Consultant's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	☒ Yes ☐ No
d) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes ☐ No ☒
e) Have there been any indications that the consultant has had any financial problems? <i>If yes, please explain below.</i>	Yes ☐ No ☒
6. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)	E ☒ VG ☐ S ☐ M ☐ U ☐ N
b) Compliance with contractual terms/ provisions <i>(explain if specific issues)</i>	E ☒ VG ☐ S ☐ M ☐ U ☐ N
c) Would you hire or work with this firm again? <i>(if no, please explain below)</i>	☒ Yes ☐ No
d) In summary, provide an overall rating for the work performed by this consultant.	E ☒ VG ☐ S ☐ M ☐ U ☐ N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. (please attach additional pages if necessary)

Client Signature:  **Date:** 11/15/2021

PAST PERFORMANCE QUESTIONNAIRE

CONTRACT INFORMATION (To be completed by Contractor/Consultant)

1. Contractor/Consultant Information:

Firm Name: The Olsson Studio

Email : jseacrest@olsson.com

Address: 601 P Street, Lincoln, NE 68508

Contact Name: Jennifer Seacrest

Phone Number: 402.474.6311

Contact Phone: 402.474.6311

2. Work Performed as: ☒ Prime Consultant ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain):

3. Contract Information:

Contract Number: 19030042

Contract Type: ☒ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):

Contract Title: Downtown Streetscape Repair, Replacement and Improvements Master Plan Contract Location: Lincoln, NE

Award Date (mm/dd/yy): March 22, 2020

Contract Completion Date: August, 2020

Actual Completion Date : February 2021

Explain Differences: Project start date was pushed. Design process lengthened to integrate and coordinate with concurrent traffic street conversion master plan and the availability of key project staff.

Original Contract Price (Award Amount): \$69,000.00

Final Contract Price (to include all modifications, if applicable) : \$69,000.00

Explain Differences:

4. Project Description:

Complexity of Work: ☒ High ☐ Med ☐ Routine

How is this project relevant to project of submission? *(Please provide details such as similar Deliverables, Outreach plans, Presentations)*

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: Collin Christopher Phone Number: 402-441-6370

Title: Placemaking Planner Email Address: cchristopher@lincoln.ne.gov

6. Describe the client's role in the project:

The Client was a integral collaborator in the programming and design of four principal downtown corridors and typology features for each district within downtown. The Client led the City's steering committee through design development.

Client Signature: Collin Christopher

Date: 11.17.21

PAST PERFORMANCE EVALUATION
(TO BE COMPLETED BY CLIENT)

1. QUALITY						
a) Quality of technical data/report preparation efforts	E	☒ VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	☒ E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	☒ E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	☒ VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E	☒ VG	S	M	U	N
b) Rate the consultant's use of available resources to accomplish tasks identified in the contract	☒ E	VG	S	M	U	N
3. CUSTOMER SATISFACTION						
a) To what extent were the end users satisfied with the project?	E	☒ VG	S	M	U	N
b) Consultant was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	☒ E	VG	S	M	U	N
c) To what extent was the consultant cooperative, businesslike, and concerned with the interests of the customer?	☒ E	VG	S	M	U	N
d) Overall customer satisfaction	☒ E	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR						
a) Effectiveness of on-site management of consultants, and/or labor force?	E	VG	S	M	U	☒ N
b) Ability to hire, apply, and retain a qualified workforce through this effort	E	VG	S	M	U	☒ N
c) Knowledge/expertise demonstrated by consultant personnel	☒ E	VG	S	M	U	N
d) Ability to simultaneously manage multiple projects with multiple disciplines	☒ E	VG	S	M	U	N
e) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed	☒ E	VG	S	M	U	N
f) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	☒ VG	S	M	U	N

5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	☐ E ☒ VG ☐ S ☐ M ☐ U ☐ N
b) Consultant proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	☐ E ☒ VG ☐ S ☐ M ☐ U ☐ N
c) Is the Consultant's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	☒ Yes ☐ No
d) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes ☐ No ☒
e) Have there been any indications that the consultant has had any financial problems? <i>If yes, please explain below.</i>	Yes ☐ No ☒
6. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)	E ☐ ☒ VG ☐ S ☐ M ☐ U ☐ N
b) Compliance with contractual terms/ provisions <i>(explain if specific issues)</i>	☐ E ☒ VG ☐ S ☐ M ☐ U ☐ N
c) Would you hire or work with this firm again? <i>(if no, please explain below)</i>	☒ Yes ☐ No
d) In summary, provide an overall rating for the work performed by this consultant.	☐ E ☒ VG ☐ S ☐ M ☐ U ☐ N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. (please attach additional pages if necessary)

Client Signature:

Collin Christopher

Date:

11.17.21

Additional Comments from Client

My experience with The Olsson Studio has been overwhelmingly positive. Their team of planners and landscape architects are highly qualified, creative design professionals that provided great value to our master planning project. The work that they did for us on this project gave city staff the guiding vision to move forward with the implementation of a number of streetscape improvement efforts, including a \$25-30 million downtown entryway corridors project. Their engagement efforts are a particular strength. The Olsson Studio thrives in this setting, guiding steering committees, stakeholders and the general public through the planning and design process and developing concepts and frameworks that effectively respond to the input provided. Another strength of the Olsson Studio that I greatly appreciate is that they are part of a larger, multi-disciplinary company with experts in a variety of fields that they can easily engage in the process, if needed. They don't hesitate to take advantage of this, resulting in plans and concepts that are fully thought out and executable.

Jennifer Seacrest, the project manager and creative lead for our master planning project, is an especially gifted talent who brings a wealth of experience to her role and is always looking to incorporate innovative, outside the box solutions that further the goals of the project.

Overall, I would highly recommend The Olsson Studio to other municipalities looking to hire a planning and design team to assist in their planning efforts. Please feel free to reach out to me to discuss any additional questions you may have.

TAB C: KEY PERSONNEL RESUMES

the **olsson** studio

ORGANIZATIONAL CHART



Ken Boone

PRINCIPAL-IN-CHARGE



Taylor Plummer, AICP

PROJECT MANAGER /
OUTREACH & INVOLVEMENT

Ted Ritschard, PE
Integrative Transportation
Planner & Engineer

Darren Varner, PLA, ASLA
Parks, Recreation,
& Placemaking Planner

Hannah Kroll
Project Planner

Kelly Thompson, PLA
Land Use Planner
& Urban Designer

Amy Schwenner, PLA
Landscape Architect

Denny Blind, PLA
Active Modes
Transportation Planner

Kim Boyd, PE, LEED® AP
Transportation Engineer

Matt Tsark, PE
Utilities Engineer

Shawn Strate, AICP
Transit / Transit-Oriented
Development Planner

Eric Lander
Economic & Market Analyst
Canyon Research Southwest

Darcie White, AICP
Design Standards
Clarion Associates

Matt Gobel, AICP
Land Development Regulations
Clarion Associates

Christina Jones, CAPPA
Parking
Walker Consultants

TAYLOR PLUMMER, AICP

Project Manager / Project Planner / Outreach & Involvement

EXPERIENCE SUMMARY

Taylor is a planner and project manager who has experience in both public and private sectors. She crafts clear and concise plans that are consensus-built and that balance community intuition with technical knowledge. Taylor leads a wide variety of planning projects – from corridor plans to comprehensive plans – guiding her team throughout the planning process. Because of her special love for far-reaching and meaningful community engagement, Taylor takes time to listen to community members; she knows that community buy-in is critical to project implementation. In the end, Taylor uses her keen eye for graphic design and delivers a highly illustrative, fully branded, and easy-to-understand plan document that is visually appealing and representative of the community.

PROJECT EXPERIENCE

- Downtown Sapulpa Master Plan; Sapulpa, OK
- Downtown Salina Renaissance: A Redevelopment and Revitalization Plan; Salina, KS
- Flood Control District of Maricopa County, El Rio Buckeye Levees Design Concept Report; Buckeye, AZ
- Lee's Summit Downtown Placemaking Master Plan; Lee's Summit, MO
- Richmond Comprehensive Plan; Richmond, MO
- Aggieville Vision to Reality Master Plan; Manhattan, KS
- Shawnee Comprehensive Plan; Shawnee, KS
- Leavenworth County Comprehensive Plan; Leavenworth County, KS
- Miami County Comprehensive Plan; Miami County, KS
- Pittsburg Land Use Plan; Pittsburg, KS
- Lafayette County Planning; Lafayette County, MO
- North 33rd and Cornhusker Subarea Plan and Cornhusker Highway Corridor Enhancement Plan; Lincoln, NE
- East 23rd Street Multimodal Corridor Plan; Lawrence, KS
- Eastman Park Drive Corridor Plan; Windsor, CO
- Highway 76 Entertainment Community Improvement District Creation; Branson, MO
- Highway 402 Corridor Plan; Loveland, CO



EDUCATION

- Master of Urban Planning, Sustainable Land Use Planning and Housing and Community Development, University of Kansas
- B.S., Environmental Science, Policy and Society Track, Legal Studies Minor, Creighton University

CERTIFICATIONS/TRAINING

- American Institute of Certified Planners

OLSSON EXPERIENCE

- 2015 to Present

OVERALL EXPERIENCE

- 2014 to Present

KEN BOONE

Principal-in-Charge

EXPERIENCE SUMMARY

Ken has a passion for great planning, and it shows. Making better places is part of his DNA and is what gives him that jolt of positive energy that radiates during public meetings, both virtually and in-person. He brings nearly 30 years of experience in community planning, public engagement, design, construction management, land development, and site planning. He has worked at the Olsson Studio for 21 years, leading community, urban, redevelopment, and revitalization planning projects, as well as commercial, institutional, corporate landscape, and park design projects. Ken has extensive experience in community engagement and brings a deep understanding of the issues and challenges that communities face. He has a tried and proven process to organize and lead workshops and gather the ideas of various stakeholders. More importantly, Ken translates information effectively to stakeholders and finds consensus.

PROJECT EXPERIENCE

- Downtown Sapulpa Master Plan; Sapulpa, OK
- Lee's Summit Downtown Placemaking Master Plan; Lee's Summit, MO
- Shawnee Comprehensive Plan; Shawnee, KS
- Louisburg Downtown Broadway Complete Streets; Louisburg, KS
- Leavenworth County Comprehensive Plan; Leavenworth County, KS
- Miami County Comprehensive Plan; Miami County, KS
- Pittsburg Land Use Plan; Pittsburg, KS
- Lafayette County Planning; Lafayette County, MO
- North 33rd and Cornhusker Subarea Plan and Cornhusker Highway Corridor Enhancement Plan; Lincoln, NE
- Burlington Streetscape Plan; North Kansas City, MO
- East 23rd Street Multimodal Corridor Plan; Lawrence, KS
- East Coffeyville Redevelopment Plan and Master Planning; Coffeyville, KS
- Highway 402 Corridor Plan; Loveland, CO
- Janeway and 17th Street Master Plan; Moore, OK
- Livable Communities Study Community Planning and Master Planning; Parkville, MO
- Noland Road Corridor Plan and Design Guidelines; Independence, MO



EDUCATION

- Bachelor of Landscape Architecture, Kansas State University

OLSSON EXPERIENCE

- 2014 to Present

OVERALL EXPERIENCE

- 1992 to Present

HANNAH KROLL

Project Planner

EXPERIENCE SUMMARY

Hannah is a planner who works closely with project managers on all aspects of the planning process — site visits, writing, graphic creation, community engagement, and whatever else is needed — to give a community a plan that is individualized and ready to be put into action. Hannah is passionate about collaboration and conversation, and her ability to understand and summarize technical details has been an asset to engineering teams within Olsson on their permitting and public engagement efforts. She always wants to know what makes a place special, and her love for placemaking and community building is clear in each of her projects.

PROJECT EXPERIENCE

- Downtown Sapulpa Master Plan; Sapulpa, OK
- Joplin Metropolitan Transportation Plan; Joplin, MO
- Richmond Comprehensive Plan; Richmond, MO
- Shawnee Comprehensive Plan; Shawnee, KS
- Leavenworth County Comprehensive Plan; Leavenworth County, KS
- Miami County Comprehensive Plan Update; Miami County, KS
- North 33rd and Cornhusker Subarea Plan and Cornhusker Highway Corridor Enhancement Plan; Lincoln, NE
- Jordan Creek Renewal Main Street to Boonville Avenue; Springfield, MO
- Kansas City Area Transportation Authority (KCATA) On-call Transit Planning Services; Kansas City, MO
- Lafayette County Planning; Lafayette County, MO
- Maryville Blight Study; Maryville, MO
- Waldo Land Use Plan; Kansas City, MO
- Windsor Eastman Park Drive Corridor Plan; Windsor, CO



EDUCATION

- Master of Urban Planning, University of Kansas
- B.A., Architectural Studies, Minor in Geography, University of Kansas

OLSSON EXPERIENCE

- 2020 to Present

OVERALL EXPERIENCE

- 2020 to Present

TED RITSCHARD, PE

Integrative Transportation Planner and Engineer

EXPERIENCE SUMMARY

Ted is a passionate advocate and innovative thinker for identifying and designing transportation investments that serve community needs for mobility, quality of life, and economic opportunity. He understands how to create the conversations necessary to find the right solutions and enlist support.

He has delivered projects that create and connect places and support the personal and financial transactions of a vibrant economy for clients in Oklahoma and the Rocky Mountain West. Ted is a recognized leader for Olsson's multi-modal planning efforts.

PROJECT EXPERIENCE

- City of Oklahoma City, Core to Shore Downtown Revitalization Plan; Oklahoma City, OK*

Ted served as the mobility and engineering lead for this transformational project in downtown Oklahoma City that set a vision for south downtown and improvements including Scissortail Park and the Boathouse District to catalyze redevelopment. Ted directed analysis and conceptual design for related mobility improvements including transforming the former Interstate 40 into a featured and functional entrance to a reimagined district between the downtown core and the Oklahoma River.

- City of Colorado Springs, Renew North Nevada Transportation Plan, Colorado Springs, CO*

Ted was the project manager for this project to identify transportation improvements to transform this sub area of Colorado Springs into walkable urban neighborhood. The area is adjacent to the rapidly growing University of Colorado, Colorado Springs (UCCS) and will house its National CyberSecurity Center to support incubation of the areas strong economic base in technology. Connectivity to the other neighborhoods, the UCCS Campus, recreational amenities and regional trails, and the downtown core were priorities for creating a vibrant and sustainable place.

- City of Colorado Springs, Platte Avenue Corridor Study; Colorado Springs, CO

Ted is leading this pilot project identified by the ConnectCOS transportation master plan as a priority for meeting community goals for mobility, economic opportunity, and quality of life for this underserved corridor. Platte Avenue is a aging former state highway that was never integrated into the fabric of the community. The study is evaluating land use opportunities, placemaking, neighborhood needs, and mobility for all users to identify transportation investments to support them. Transit, trail, and pedestrian connections are priorities to attract private investment.



EDUCATION

- B.S., Civil Engineering, Northern Arizona University

PROFESSIONAL REGISTRATIONS

- Professional Engineer: AZ (No. 25010), CO, UT

OLSSON EXPERIENCE

- 2021 to Present

OVERALL EXPERIENCE

- 1986 to Present

* Previous Firm Experience

DENNY BLIND, PLA

Active Modes Transportation Planner

EXPERIENCE SUMMARY

Denny is a dual professional in landscape architecture and planning. As a member of Olsson's transportation team, Denny leads Olsson's Active Transportation planning and design teams. He has been at the helm of development for active transportation throughout the country, including the renown Razorback Greenway Trail System in Northwest Arkansas; Denny has the experience and enthusiasm that provides results that exceed client expectations in projects.



PROJECT EXPERIENCE

- City of Joplin, Active Transportation Assessment Study; Joplin, MO
- City of Fayetteville, Midtown Multimodal Corridor; Fayetteville, AR
- Oklahoma City, Northwest Corridor Multimodal Concept Plan; Oklahoma City, OK
- University of Arkansas, Maple Street Cycle Track; Fayetteville, AR
- The Northwest Arkansas Regional Planning Commission, Razorback Regional Greenway; Northwest AR*
- Walton Family Foundation, Active Transportation Projects; Northwest AR
- City of Springdale, Bike and Pedestrian Corridor Study; Springdale, AR
- University of Oklahoma, Bicycle and Pedestrian Master Plan; Norman, OK
- The Northwest Arkansas Regional Planning Commission, Regional Bicycle and Pedestrian Master Plan; Northwest AR*
- City of Bella Vista, Bella Vista Trails and Greenways Master Plan; Bella Vista, AR*
- City of Bella Vista, Bella Vista Bicycle Lane Assessment Study; Bella Vista, AR*
- City of Evansville, Bicycle and Pedestrian Connectivity Master Plan; Evansville, IN*
- City of Oklahoma City, bikewalkOKC; Oklahoma City, OK*
- City of Oklahoma City, WatchForMeOKC; Oklahoma City, OK*
- City of Oklahoma City, OKC Livable Streets Policy; Oklahoma City, OK*
- City of Stillwater, Active Transportation Projects – Western Avenue and Perkins Road; Stillwater, OK
- Walton Enterprises, Eighth Street Corridor Improvements; Bentonville, AR*

EDUCATION

- M.S., City Planning, Georgia Tech
- B.S., Landscape Architecture, Purdue University
- A.S., Construction Management, Purdue University

PROFESSIONAL REGISTRATIONS

- Professional Landscape Architect: AR
- Urban Land Institute (ULI)
- League of American Bicyclists

CERTIFICATIONS/TRAINING

- Graduate Certificate, Developing Affordable Housing, Harvard
- Graduate Certificate, Real Estate Development & Investment; Real Estate Appraisal, Georgia State

OLSSON EXPERIENCE

- 2019 to Present

OVERALL EXPERIENCE

- 1978 to Present

* Previous Firm Experience

SHAWN STRATE, AICP

Transit/Transit-oriented Development Planner

EXPERIENCE SUMMARY

Shawn is a transportation planner who has managed long- and short-range planning projects to improve transit services and infrastructure. Prior to joining Olsson, he gained valuable professional experience in urban and transportation planning in the public and private sectors, with an emphasis in public transit. Most recently, Shawn was the planning manager for the Kansas City Area Transportation Authority (KCATA) and was the primary liaison to partner organizations that have local jurisdictions on community planning efforts. He coordinated and participated in public engagement activities, managed the agency's Title VI program and processes, and oversaw the use of service and community data for projects and reporting. Shawn is a valuable partner on any urban and community planning, transportation, or transit planning project.

PROJECT EXPERIENCE

- Central Oklahoma Transportation and Parking Authority (COTPA dba EMBARK), Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Application Expansion of Streetcar Systems; Oklahoma City, OK
- Mid-America Regional Council (MARC), Merriam Drive Gateways Corridor Study; Various Cities, KS
- Nebraska Department of Transportation (NDOT), Mobility Management; Statewide, NE
- KCATA, On-call Transit Planning Services; Kansas City, MO
- KCATA, 11th Street and 12th Street Bus Corridor Connections Plan; Kansas City, MO
- KCATA, RideKC Next Support Services; Kansas City, MO
- KCATA, Independence Avenue Rapid Bus Transit Study; Kansas City, MO*
- KCATA, North Oak Transit Improvement Plan; Kansas City, MO*
- KCATA, Prospect MAX Implementation; Kansas City, MO*
- KCATA, Leavenworth County Transit Plan; Leavenworth, KS*
- KCATA, Southwest Johnson County Transit Plan; Edgerton, KS*
- KCATA, Connecting Our Region; Kansas City Metropolitan area*
- KCATA, Transit Emphasis Corridors, Kansas City, MO*

* Previous Experience



EDUCATION

- Master of Urban Planning, University of Illinois – Urbana-Champaign
- B.S. Political Science and Geography, Oklahoma State University

CERTIFICATIONS/TRAINING

- American Institute of Certified Planners (AICP)

OLSSON EXPERIENCE

- 2021 to Present

OVERALL EXPERIENCE

- 2004 to Present

DARREN VARNER, PLA, ASLA

Parks, Recreation, and Placemaking Planner

EXPERIENCE SUMMARY

As a senior landscape architect who has an emphasis on sports and recreation, Darren has designed everything from professional NFL football fields to municipal soccer facilities. His specialized experience in athletic field system design and multisport complex design spans the country. He has designed facilities for baseball/softball, soccer, tennis, field hockey, lacrosse, track and field, basketball, and volleyball.

Darren works with the Olsson Studio to deliver successful site designs and strategic planning efforts to clients. Darren enjoys generating solutions that not only pertain to a specific project site, but also to the surrounding community or campus.

PROJECT EXPERIENCE

- Downtown Sapulpa Master Plan; Sapulpa, OK
- Leavenworth County Comprehensive Plan; Leavenworth County, KS
- Shawnee Comprehensive Plan; Shawnee, KS
- City of Coffeyville, Urban Master Plan; Coffeyville, KS
- City of Lincoln, Downtown Streetscape Master Plan; Lincoln, NE
- East 23rd Street Multimodal Corridor Plan; Lawrence, KS
- City of Grand Island, Veterans Home Redevelopment Plan; Grand Island, NE
- Choctaw Nation of Oklahoma, Daisy Ranch Master Plan; Daisy, OK
- Iowa West Foundation, Mid-America Center Entertainment District Master Plan; Council Bluffs, IA
- Lincoln Parks and Recreation District, South Haymarket Park and Plaza Master Plan; Lincoln, NE
- North 33rd and Cornhusker Subarea Plan and Cornhusker Highway Corridor Enhancement Plan; Lincoln, NE
- Pittsburg Land Use Plan; Pittsburg, KS
- Waldo Land Use Plan; Kansas City, MO
- Kansas City Area Transportation Authority (KCATA) On-call Transit Planning Services; Kansas City, MO
- Southeast Community College Landscape Master Plan; Lincoln, NE
- Aspen Creek Park and Valley Ridge Park Master Plans; Broken Arrow, OK
- Sporting KC, Central Bank Sporting Complex Master Plan and Landscape Design; Kansas City, MO



EDUCATION

- Bachelor of Landscape Architecture, Kansas State University

PROFESSIONAL REGISTRATIONS

- Professional Landscape Architect: KS

CERTIFICATIONS/TRAINING

- American Society of Landscape Architects

OLSSON EXPERIENCE

- 2014 to Present

OVERALL EXPERIENCE

- 1983 to Present

KELLY THOMPSON, PLA

Land Use Planner and Urban Designer

EXPERIENCE SUMMARY

Kelly works closely with clients to determine creative, cost-effective landscape architecture solutions. He manages projects that vary in size and scope, going the extra mile to exceed expectations. By consistently delivering projects on time and within budget, he produces valuable relationships and repeat work.

PROJECT EXPERIENCE

- Downtown Sapulpa Master Plan; Sapulpa, OK
- Aggieville Vision to Reality Master Plan; Manhattan, KS
- Leavenworth County Comprehensive Plan; Leavenworth County, KS
- Economic Development Study Planning; Richmond, MO
- Shawnee Comprehensive Plan; Shawnee, KS
- North 33rd and Cornhusker Subarea Plan and Cornhusker Highway Corridor Enhancement Plan; Lincoln, NE
- Downtown Revitalization Plan; Abilene, KS
- East 23rd Street Multimodal Corridor Study; Lawrence, KS
- Economic Development Corporation Business Park; Independence, MO
- Edgewood Farms Apartments Feasibility Study; Kansas City, MO
- Highway 402 Corridor Plan; Loveland, CO
- Jordan Creek Renewal; Springfield, MO
- Kansas City and Missouri Department of Transportation (MoDOT), Vivion Road Streetscape: Highland Avenue to Chouteau Trafficway; Kansas City, MO
- Mid-Continent Library Master Planning and Landscape Design; Independence, MO
- Mission Gateway Development; Mission, KS
- Noland Road Interstate 70 Interchange Landscape Design; Independence, MO
- Noland Road Corridor Plan; Independence, MO
- Noland Road Design Guidelines; Independence, MO
- Oklahoma Ordnance Works Authority, Igloo Valley Master Plan and MidAmerica Industrial Park; Pryor, OK
- Original Mile Park Master Plan and Landscape Architecture; Midwest City, OK
- Quivira Nature Center and Equestrian Center; Lake Quivira, KS
- Veterans Home Land Redevelopment Plan; Grand Island, NE
- Spirit of 76 Revitalization; Branson, MO
- South Haymarket Park and Plaza Master Plan; Lincoln, NE



EDUCATION

- Master of Urban Planning, University of Kansas
- Bachelor of Landscape Architecture, Kansas State University

CERTIFICATIONS/TRAINING

- Professional Landscape Architect: MO

OLSSON EXPERIENCE

- 2017 to Present

OVERALL EXPERIENCE

- 1993 to Present

AMY SCHWENNER, PLA

Landscape Architect

EXPERIENCE SUMMARY

Amy has experience in landscape design of public roadways, parks, trails, open space, residential neighborhoods, and commercial properties. She focuses on native and/or xeriscape design principles for the Sonoran Desert, and designs irrigation systems from Arizona through the Midwest. Amy is also versed in low voltage lighting design and works in tandem with land planners and civil site designers to provide clients a positive experience.

PROJECT EXPERIENCE

- Flood Control District of Maricopa County, El Rio Buckeye Levees Design Concept Report; Buckeye, AZ
- Union Pacific Railroad, Pantano Habitat Monitoring; Tuscon, AZ
- Salt River Pima–Maricopa Indian Community, State Revolving Fund (SRF) Enhancements; Chandler, AZ
- Salt River Pima–Maricopa Indian Community, Bureau of Indian Affairs (BIA) Day School Master Plan; Chandler, AZ
- City of Chandler, Centennial Park; Chandler, AZ
- City of Peoria, Sonoran Mountain Ranch Parcel 8 Basin; Peoria, AZ
- City of Tempe, Dwight Park Playground Renovation; Tempe, AZ
- City of Tempe, Kiwanis Tennis Courts Replacement and Lighting Upgrade; Tempe, AZ
- Arizona State University, Nelson Fine Arts; Tempe AZ
- Arizona State University, Camp Tontozona Turf Football Field; Payson, AZ
- Etegra, Baboquivari Road Design Phase 3; Tucson, AZ
- Globe Corporation, City Center Parcel10; Goodyear, AZ
- Globe Corporation, Goodyear Civic Center Design Standards; Goodyear, AZ
- Freeport McMoRan Copper & Gold, Markeen Neighborhood Park; Morenci, AZ
- Granville Development, Drainage Report and Improvement Plans Unity 7; Prescott Valley, AZ
- HCW Development Company, Caesars Republic SFS Lot 2; Scottsdale, AZ
- K Hovnanian Homes, Sunrise Trail; Scottsdale, AZ
- Ryan Companies, 144th Street and U.S. Highway 370 Site Development; Papillion, NE
- Trammel Crow, Lot C Landscape and Irrigation Design; Kansas City, MO



EDUCATION

- M.L.A., Kansas State University
- B.A., History, International Relations, and Political Science, University of Wisconsin–Madison

PROFESSIONAL REGISTRATIONS

- Professional Landscape Architect: AZ (No. LA 402), CO, NM, UT, WI, WY

OLSSON EXPERIENCE

- 2014 to Present

OVERALL EXPERIENCE

- 2012 to Present

KIM BOYD, PE, LEED AP

Transportation Engineer

EXPERIENCE SUMMARY

Kim is a hands-on project manager who prides herself on rave reviews from clients. Kim's experience includes providing preliminary and final design services, project management, and client coordination. She has a proven track record of the successful delivery of a wide variety of projects, both as a project manager and as a roadway/civil engineer. Her technical expertise includes the study and design of major arterial streets, trail systems, local streets, and site development for public infrastructure and private development projects. Kim is particularly skilled in the coordination of projects with multiple disciplines including sensitive public and stakeholder involvement.

PROJECT EXPERIENCE

- Maricopa County Department of Transportation (McDOT), El Mirage Road: Northern Avenue to Cactus; El Mirage, AZ
- McDOT, Bush Highway, Task C; Maricopa County, AZ
- Arizona Department of Transportation (ADOT), SR 303L, Estrella Freeway (Waddell Road to Mountain View Boulevard); Surprise, AZ
- ADOT, City of Show Low Whipple Road Reconstruction; Show Low, AZ
- ADOT, Peoria New River Trail; Peoria, AZ
- ADOT, Show Low Old Downtown Pedestrian Improvement; Show Low, AZ
- City of Chandler, Frye Road Improvements: Roosevelt Avenue to Kyrene Road; Chandler, AZ
- City of Chandler, Old Price Road Improvements; Chandler, AZ
- City of Phoenix, Rio Salado Pathway: 32nd Street Alignment; Phoenix, AZ
- City of Phoenix Public Transit Department, 27th Avenue/Baseline Road Park-and-Ride; Phoenix, AZ
- City of Scottsdale, Camelback Corridor Pedestrian Improvement; Scottsdale, AZ
- City of Scottsdale, Hayden/Chaparral Intersection Improvement; Scottsdale, AZ
- BNSF Railroad Glendale; Glendale, AZ
- BNSF Railroad Glendale Expansion; Glendale, AZ
- Jacobs, Gilbert Road Light Rail Extension – Park-n-Ride Facility; Mesa, AZ
- Jacobs, Northwest Light Rail Extension, Phase II; Tempe, AZ
- MRM Construction, Central Phoenix/East Valley LRT– Park-and-Ride Facilities; Mesa, Tempe, Phoenix, AZ



EDUCATION

- B.S., Civil Engineering, Northern Arizona University

PROFESSIONAL REGISTRATIONS

- Professional Engineer: AZ (No. 32837)

CERTIFICATIONS

- LEED Accredited Professional

OLSSON EXPERIENCE

- 2021 to Present

OVERALL EXPERIENCE

- 1996 to Present

MATT TSARK, PE

Utilities Engineer

EXPERIENCE SUMMARY

Matt is an experienced civil engineer who has experience in management, design, and construction of various types of municipal water, wastewater, stormwater, and transportation infrastructure projects. His work includes identifying and resolving utility conflicts, coordinating with private and public utility owners, and designing new utility lines and relocating existing facilities. Matt has prepared construction documents and provided administration services for installation of both dry and wet utilities.



PROJECT EXPERIENCE

- Arizona Department of Transportation (ADOT), Old Downtown Show Low Pedestrian Improvements; Show Low, AZ
- ADOT, Old Downtown Show Low Huning and 11th Street; Show Low, AZ
- ADOT, SR202L Utility Relocation; Phoenix, AZ
- Maricopa County Department of Transportation (McDOT), El Mirage Road: Northern to Cactus Design Services and Utility Engineering; El Mirage, AZ
- McDOT, Eagle Eye Road at Tiger Wash; Aguila, AZ
- City of Avondale, 127th Avenue Waterline Design to Maricopa Association of Governments (MAG) and the City's Standards; Avondale, AZ
- City of Avondale, Van Buren Multiuse Corridor Project; Avondale, AZ
- City of Chandler, Frye Road Improvements: Roosevelt Avenue to Kyrene Road; Chandler, AZ
- City of Chandler, Old Price Road Improvements (Queen Creek Road to 0.75 Mile South) and Utility Engineering; Chandler, AZ
- City of Surprise, Litchfield Road and Cactus Road Roadway Improvements and Utility Coordination; Surprise, AZ
- Jacobs, Valley Metro – Gilbert Road Light Rail Extension; Mesa, AZ
- Jacobs, Northwest Light Rail Extension, Phase II; Tempe, AZ
- City of Surprise, Bullard Avenue: Peoria Avenue to Greenway Road; Surprise, AZ

EDUCATION

- B.S., Civil Engineering, University of Alabama

PROFESSIONAL REGISTRATIONS

- Professional Engineer: AZ (No. 37417)

OLSSON EXPERIENCE

- 2021 to Present

OVERALL EXPERIENCE

- 1997 to Present

ERIC LANDER

Economic & Market Analyst / Canyon Research Southwest

EXPERIENCE SUMMARY

Eric established Canyon Research Southwest as a multidisciplinary real estate consulting firm designed to provide comprehensive research and analysis to development, financial, investment, and municipal communities. His responsibilities include direct marketing, project management, staffing, and client relations. The firm has performed in excess of 400 major consulting assignments with over 75 local and national clients. Eric's fields of expertise include the market and feasibility analysis of large-scale master planned communities, freeway-oriented mixed-use projects, retail centers, office complexes, business parks, and hotels. Additional services include fiscal impact studies, property valuation, and development plan analysis. Eric is the principal of the firm and was an instructor with the Commercial Real Estate Institute, teaching classes in market analysis, commercial property valuation, and land valuation.

PROJECT EXPERIENCE

- Downtown Sapulpa Master Plan; Sapulpa, OK
- Lee's Summit Downtown Placemaking Master Plan; Lee's Summit, MO
- Downtown Salina Renaissance: A Redevelopment and Revitalization Plan – Sales Tax and Revenue (STAR) Bond Feasibility Study; Salina, KS
- Economic Incentive and Fiscal Benefit Analysis, The Grid Downtown Mixed-use Development; Mesa, AZ
- Market Feasibility Analysis 9 acres at 137th Avenue and Indian School Road; Avondale, AZ
- Fiscal and Economic Impact Study Rio Salado Parkway and Loop 101; Tempe, AZ
- Fiscal Impact Study 8,089-acre Superstition Vistas Master Planned Community; Apache Junction, AZ
- Fiscal Impact Study 250-acre Havasu Riviera Master Planned Community; Lake Havasu City, AZ
- Market Feasibility Study Monument Business Park; Litchfield Park, AZ
- Fiscal and Economic Impact Study Rolling Hills Golf Course; Tempe, AZ
- Shawnee Comprehensive Plan; Shawnee, KS
- Leavenworth County Comprehensive Plan; Leavenworth County, KS
- Pittsburg Land Use Plan; Pittsburg, KS
- North 33rd and Cornhusker Subarea Plan and Cornhusker Highway Corridor Enhancement Plan; Lincoln, NE



EDUCATION

- M.S., Real Estate Development and Investment, New York University
- B.S., Marketing, Arizona State University

CANYON RESEARCH SOUTHWEST EXPERIENCE

- 1987 to Present

OVERALL EXPERIENCE

- 1987 to Present

SERVICES

- Fiscal and Economic Impact Studies
- Public Financing Feasibility Studies
- Highest and Best Use Analysis
- Financial Feasibility Analysis
- Downtown and Corridor Redevelopment Studies
- Historic Preservation Planning & Incentives
- Property Disposition Strategy Analysis
- Site Selection
- Litigation Support
- Land Use Planning & Entitlements

DARCIE WHITE, AICP

Design Standards / Clarion Associates

EXPERIENCE SUMMARY

Darcie is based in the Denver office and has been a member of the Clarion Associates since 2000. She has assisted nearly 40 U.S. communities with updates to their comprehensive plans, with a particular focus on plan implementation and strategies to promote sustainability and resilience. She also has extensive experience drafting design standards to implement key plan concepts. Darcie is passionate about working with communities to create engaging plans that establish a clear vision and roadmap for the future, while also helping to tell a story about what makes each community unique – its history, people, and built and natural environment.

PROJECT EXPERIENCE

- Commercial Design Standards, Marana, AZ
- Sustainable Code Review; Tucson, AZ
- Uniform Development Code, Colorado Springs, CO
- Multifamily Design Standards; Erie, CO
- Code Audit; Fort Collins, CO
- Old Town Residential Design Standards; Lafayette, CO
- Residential and Downtown Design Standards; Glenwood Springs, CO
- Base Area and Urban Design District Standards; Steamboat Springs, CO
- Interstate 25 Corridor Design Standards; Northern Colorado Communities; CO
- East End Overlay District; Idaho Springs, CO
- Appropriately-sized Homes: Issues Identification and Policy Options Report; Sanibel Island, FL
- Targeted Code Updates; Boise, ID
- Urban Design District Standards; Clayton, MO
- Downtown Mixed-use District; Carson City, NV
- Neighborhood Design Standards and Code Update; Reno, NV
- Transit-oriented District Corridor Design Standards; Sparks, NV
- Boulder Highway Corridor Design Standards; Henderson, NV
- Town Center Code; Morrisville, NC
- Riverfront Overlay District; Oklahoma City, OK
- AmberGlen Regional Center Zoning and Development Standards; Hillsboro, OR
- Historic District Design Guidelines and Standards; San Antonio, TX
- Comprehensive Design Manual; Henrico County, VA



EDUCATION

- M.A., Historic Preservation, Goucher College (Anticipated 2023)
- B.S., Landscape Architecture, Colorado State University

CERTIFICATIONS/TRAINING

- American Institute of Certified Planners (AICP)

CLARION EXPERIENCE

- 2000 to Present

OVERALL EXPERIENCE

- 1996 to Present

PUBLICATIONS

- The Planner's Use of Information (Chapter 6: Public Participation). New York, NY: Routledge, 2019.
- 21st Century Comprehensive Plans. Planning Magazine, Volume 82, Number 3, March 2016. (with Benjamin Herman, et.al)
- Planning for Solar Energy. American Planning Association, PAS 575, 2014. (with David Morley, et.al).

MATT GOEBEL, AICP

Land Development Regulations / Clarion Associates

EXPERIENCE SUMMARY

Matthew Goebel is a planner and attorney in the Denver office of Clarion Associates and a director of the Clarion Associates. He works principally in the areas of planning, zoning, and historic preservation. His numerous projects have included award-winning codes, plans, and special studies for dozens of large and small jurisdictions around the country.



LAND DEVELOPMENT REGULATIONS PROJECT EXPERIENCE

- Anchorage, AK
- Buckeye, AZ
- Oro Valley, AZ
- Sedona, AZ
- Tucson, AZ
- Pasadena, CA
- Sacramento County, CA
- Buena Vista, CO
- Carbondale, CO
- Eagle County, CO
- Englewood, CO
- Erie, CO
- Fort Collins, CO
- Frisco, CO
- Garfield County, CO
- Glenwood Springs, CO
- Lake County, CO
- Larimer County, CO
- Longmont, CO
- Mesa County, CO
- Northglenn, CO
- Pagosa Springs, CO
- Salida, CO
- San Miguel County, CO
- Tamarac, FL
- Boise, ID
- Detroit, MI
- Henderson, NV
- Reno, NV
- Sparks, NV
- Tahoe Regional Planning Agency, NV
- Santa Fe, NM
- Silver City, NM
- Marcy, NY
- Syracuse, NY
- Apex, NC
- Cary, NC
- Charlotte, NC
- Morrisville, NC
- Broken Arrow, NC
- Jackson County, OR
- Greenville, SC
- Addison, TX
- Arlington, TX
- Austin, TX
- Cedar Hill, TX
- Denton, TX
- Irving, TX
- McKinney, TX
- Rowlett, TX
- San Antonio, TX

EDUCATION

- J.D., and Master of Regional Planning, University of North Carolina–Chapel Hill
- B.A., Plan II Honors, University of Texas at Austin

CERTIFICATIONS/TRAINING

- American Bar Association
- American Institute of Certified Planners (AICP)

CLARION EXPERIENCE

- 2001 to Present
- 1997 to 2000

OVERALL EXPERIENCE

- 1993 to Present

PUBLICATIONS

- Rules that Shape Urban Form American Planning Association, PAS 489/490, 2012. (with Donald Elliott and Chad Meadows)
- Aesthetics, Community Character, and the Law American Planning Association, Planning Advisory Service 489/490, 2000. (with Christopher J. Duerksen)
- Natural Hazard Mitigation: Recasting Disaster Policy and Planning Washington, D.C.: Island Press, 1999. (with David R. Godschalk et al.)

CHRISTINA JONES, MBA, CAPP

Parking / Walker Consultants

EXPERIENCE SUMMARY

Christina is a parking and access management planning consultant with 19 years of parking operations and planning experience throughout the United States and Canada. Her experience includes 13 years of private sector parking operations and over 6 years in parking planning consulting services including parking demand modeling and analysis, transportation demand management analysis, and strategic parking planning for a wide variety of clients including municipalities, airports, higher education and healthcare institutions, sports and entertainment facilities, and private developments. Her experience includes shared parking modeling, GIS-based supply and demand mapping with movement analysis, policy review, and financial feasibility modeling and analysis. Christina completed her Certified Administrator of Public Parking (CAPP) credential from the International Parking & Mobility Institute (IPMI) in 2019.

PROJECT EXPERIENCE

- Downtown Bozeman Parking Structure Proforma, NE Parking Structure Proforma, and Downtown Parking Study; Bozeman, MT. Christina provided 10-year operating expense proformas for proposed parking structures in Downtown and Northeast Bozeman intending to serve anticipated new developments in their respective areas of influence. In the Downtown Parking study, led a team in evaluating parking supply and demand of parking within the core downtown area that included parking supply and demand, duration of stay, and evaluated re-parking patterns of those moving for convenience or to evade parking regulations.
- Consultant for Aggieville Parking Management Plan & Implementation; Manhattan, KS (2020 & 2021). Developed a Parking Management Plan for Aggieville with phased implementation to support operations throughout the construction of a new public parking structure and ongoing operations of a managed parking system upon its completion. Building on the Parking Management Plan, developed recommendations for ordinance revisions to support the Plan, modeled anticipated costs and potential revenues from a managed parking system, delivered a basis of design memo for the City's architect on record to incorporate the proposed multispace meters into their streetscape design efforts, and supported the City in their exploration of a potential parking management agreement for enforcement services with the adjacent university.



EDUCATION

- Master of Business Administration, University of Dubuque
- B.S., Business Administration, Mount Mercy College

CERTIFICATIONS/TRAINING

- Women's Transportation Seminar
- Pacific Intermountain Parking and Transportation Association (PIPTA)
- Southwest Parking and Transportation Association (SWPTA)
- International Parking & Mobility Institute (IPMI)

WALKER EXPERIENCE

- 2001 to Present

OVERALL EXPERIENCE

- 2010 to Present

PRESENTATIONS

- Inhabited Vehicles, SWPTA, April 2021
- Inhabited Vehicles and Landmark Court Decisions, Colorado Transportation Symposium, October 2021
- Parklets Planning and Key Success Factors Panelist, PIPTA, October 2021

TAB D: PROJECT UNDERSTANDING & APPROACH

the **olsson** studio



UNDERSTANDING

Downtown Buckeye wants to stand out.

Downtowns are powerful symbols. For residents and visitors, a vibrant downtown equals a healthy city. Buckeye understands this phenomenon.

Buckeye does not want just another traditional, “sit-on-the-shelf,” downtown plan. To effectively move forward and achieve vibrancy; a mixture of uses; a safe and inclusive setting; a thriving business environment; integrated and supported natural resources; and unique, true-to-Buckeye places and spaces, Buckeye requires an innovative, informative, and easily understandable Downtown Specific Area Plan (Plan). This Plan must be uniquely formed, providing detailed guidance on developing great places and the programmatic elements that enliven spaces.

Historic downtown Buckeye is not just another “activity center” in the larger community; downtown Buckeye is quite different from other activity centers within the city. To this end, we will build on the distinct assets of downtown. Regeneration is our approach, focusing on nurturing the talents and aspirations of the local downtown community and setting the scene for and attracting new talent to downtown.

Cities thrive around active downtowns that create the social interactions, cultural identity, and economic transactions that make a community. Buckeye’s historic downtown separates the city from many emerging communities that lack this visible, tangible, and useable heritage.

Though it’s impossible for us to know what day-to-day life is in a place without living there, we can promise you this: we will get to know the City of Buckeye like it’s our own hometown, learning the ins and outs, who the people are, and what makes your community special.

The groundwork has been laid.

Over the last four decades, numerous overlays, plans, and studies directed to support and enliven Monroe Avenue and the greater historic downtown Buckeye. Each of these efforts included a different scope of work. In 2018, Arizona State University (ASU) students worked to capture public sentiment and attempted to unify all past downtown improvement efforts into a single document: the ASU Downtown Specific Area Plan (DSAP). The DSAP was widely supported and will be a springboard for the refined and comprehensive 2022 Downtown Specific Area Plan.

Other city plans, including Imagine Buckeye 2040 General Plan, have noted downtown’s importance. The General Plan identified downtown as an “Activity Center,” ripe with opportunity for growth in entertainment, economic development, tourism, education, and/or local heritage.

Outside of this recent planning work, Buckeye is like many cities that have created organizations to lead downtown revitalization efforts. Buckeye Main Street Coalition is one such group that is doing admirable work though robust downtown regeneration often requires multiple planning and implementation strategies, including a mixture of public infrastructure investments, changes to land use and development regulations, and development incentives.

History should be capitalized on, with a fresh and modern twist.

Downtown Buckeye is full of historic significance. We will channel William “Buckey” O’Neill to uncover the full meaning of downtown’s history and will integrate and carry forward downtown’s strong history in a modern fashion. Thriving downtowns are multi-faceted and create inviting experiences for all types of users and ages. Entertainment, mobility, and dining consumer preferences are quickly changing, and to ensure downtown Buckeye continues to attract businesses, residents, and visitors, flexibility and adaptability is the name of the game.

No stone can be left unturned.

We know Buckeye wants to integrate best and innovative practices into your downtown’s next chapter, including a focus on arts and culture, health, economic development, connectivity, placemaking, age-friendliness, universal design, technology (i.e., smart cities), codes and development standards, quality of life enhancements, and recreational opportunities. You want to be ready for tomorrow.

To this end, our planning team understands the interconnectivity of each of the previously mentioned topics. It is important to note that transportation and downtown Buckeye have been inextricably linked since Sidney was re-platted as Buckeye in 1910. The arrival of the railroad shaped and catalyzed the downtown business district as it connected to Phoenix and other regional destinations. The automobile soon followed along with a state highway that further changed downtown and still characterizes Monroe Avenue as Buckeye’s main street.

Transportation investments harmonized with desired land use create those special places that provide economic opportunity and community identity. The city’s most accessible tool for implementing the vision of Imagine Buckeye 2040 and the goals and objectives of this Downtown Specific Area Plan are the investments made in the public rights-of-way they have responsibility for stewarding.

We can and want to guide you in making downtown Buckeye a great place.

To do this, we take an inventive approach that focuses on creating great places, leading to a complete downtown. We view cities as interconnected webs of places, all of which deserve to be sustainable, unique, and have necessary amenities and services. In this way, we consider land use, transportation, quality of life, and arts and cultural enhancements as a package. We are excited to share this type of thinking and planning with you.

LET’S GET STARTED!





OUR APPROACH



We are the Olsson Studio. We specialize in uncovering communities' shared needs, wants, and desires. We uncover these thoughts through a step-by-step, transparent, consensus-built, and priority-focused process.

Our approach to downtown planning is based on community and stakeholder input and consensus, and geographic, market, and demographic opportunities and realities.

The recommendations contained in the Buckeye Downtown Specific Area Plan (Plan) will be driven by meaningful community and stakeholder engagement; existing conditions and data analysis; sustainability best practices; an understanding of current and trending economic and market factors; past planning efforts; and technical expertise. The planning process will result in a highly illustrative, innovative, user-friendly document. Our team's experience with this type of planning effort and our genuine commitment to community engagement will allow us to develop a detailed vision for the next 10-20 years for downtown Buckeye.

Our approach to this type of planning project is a largely sequential process, including: **(1) Discover (2) Engage, (3) Plan (4) Refine, (5) Implement, and (6) Sustain.**

This sequential process will uncover and bolster our existing understanding of downtown Buckeye's assets and liabilities, capitalizing on opportunities and mitigating constraints. Each phase of this process is detailed on the following pages.

PROJECT TEAM DEFINED

PLANNING TEAM:

Consists of the consulting team staff members, including a mix of planners, landscape architects, and engineers who will facilitate the planning process, perform the work of the Downtown Plan, and coordinate with the project management team.

PROJECT MANAGEMENT TEAM:

Consists of city staff members who will manage the project from the City of Buckeye's end, assist with public engagement efforts and certain aspects of the Plan's development.

DOWNTOWN STAKEHOLDER GROUP:

Community members with a vested interest in this planning process who will serve as champions of the Plan. Made up of property owners, business owners, interested residents, developers, and more. This group acts as a sounding board throughout the project.

PLANNING PROCESS & TIMELINE



1 DISCOVER

Collect and analyze existing geospatial, transportation, demographic, and market data



2 ENGAGE

Gather information on needs, desires, and critical issues, and build consensus



3 PLAN

Development/redevelopment concepts and policy recommendations for downtown



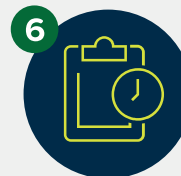
4 REFINE

Refine recommendations based on staff and community feedback



5 IMPLEMENT

Based on the publicly-vetted recommendations, action steps are outlined



6 SUSTAIN

Maintain the credibility and usefulness of the Plan

DISCOVER

Before the planning process begins, it is important to make sure that all parties are on the same page. With an executed contract and scope in hand, the planning team and project management team will participate in a kickoff/phasing meeting to define expectations and clarify remaining uncertainties. The project work scope, phasing schedule, and public engagement strategy will be reviewed, and all parties will leave the meeting with an agreed-upon strategy to complete the Plan on time and within budget. During this meeting, the planning team will discuss general project workflow, including communication standards, monthly progress reports, standing meetings, and more.

Before a deep dive into the existing conditions occurs, a project branding plan and document format will be created to ensure a tailor-made look is provided for all materials, providing continuity and consistency in project documents, as well as an easily readable and understandable format. This branding plan will be applied to online and in-person efforts with a style that stands out and excites, while being reflective of a revitalized downtown.

Following project kickoff, the planning team will gather relevant existing conditions data, which is likely to include some combination of the following (preferably in GIS):



Land Use and Built Form – Parcels, existing and future land use, zoning, special use districts, overlay zones, public facilities, historic resources, development characteristics, etc.



Utilities – existing and future locations of infrastructure for stormwater, water, wastewater, electric, natural gas, etc.



Transportation Networks – all modes, including transit routes and stops, bicycle lanes, pedestrian sidewalks, trails, roadways, hiking trails, etc.



Natural Features – floodplains, flood zones and other hazard areas, water bodies, wetlands, open space, parks and recreation areas, tree masses, critical habitat areas, etc.



Planimetric Data – edges of pavement, sidewalks, parking lots, building footprints, etc.



UNIQUE COMMUNITIES. UNIQUE BRANDS. UNIQUE PLANS.

Each and every community is unique. To this end, we tailor all of our planning processes to the community we are partnering with. An increasingly important factor of community planning processes is the look and feel of plan-related material. The images below represent a sampling of recent community planning projects our team has led, each with their own visual identity.

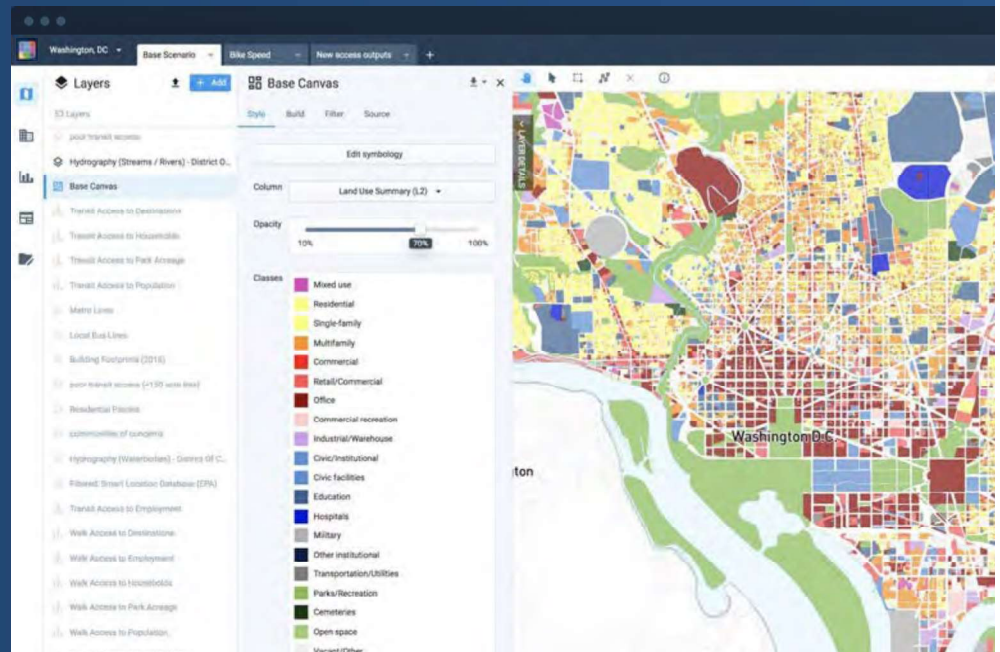


Software designed to deliver Urban Intelligence

Get quick answers to complex planning questions

Planners will tackle the biggest challenges of the 21st century - including COVID-19 response & recovery.

UrbanFootprint is purpose-built to help.



NEIGHBORHOODS & HOUSING



CORRIDOR & MAIN STREET PLANNING



REGIONS & COMMUNITY



TRANSIT-ORIENTED DEVELOPMENT



UrbanFootprint Use and Benefits

To speed up the existing conditions analysis process, we use a cloud-based platform called *Urban Footprint: An Urban Intelligence Platform*. Urban data has grown by leaps and bounds, yet it remains difficult to distill this information into actionable insights to support smart, data-driven planning. We save project time and money using UrbanFootprint. With thousands of preloaded datasets, simple mapping workflows, and built-in analysis modules, UrbanFootprint helps us get quick answers to complex planning questions in minutes.

With UrbanFootprint, the planning team has thousands of ready-to-map datasets at our fingertips, allowing us to map and analyze key features of existing conditions in a matter of minutes, rather than days or weeks. Examples of the existing conditions that can be mapped in minutes include: land use, zoning, property values, mobility networks, open space, natural features, development patterns, housing types, employment mix, vacant parcels, climate resilience, natural hazards, walk access to key locations, transit accessibility – all at the parcel level.

In addition to collecting datasets to better visualize the existing conditions, a thorough review of existing planning studies – current and ongoing – will be performed to ensure continuity of efforts. In particular, the planning team will review and summarize the following existing plans:

- Bicycle/Pedestrian Master Plan (2019);
- Transportation Master Plan (2019);
- Buckeye General Plan (2018);
- ASU Downtown Specific Area Plan (2018);
- El Rio District Area Plan (2018);
- MAG Regional Commuter Rail System Update (2018);
- Parks and Recreation Master Plan (2016);
- Article 5.12.5 of the Development Code (Downtown Overlay) (2012);
- ASU Downtown Buckeye Revitalization Plan (2002);
- Master Revitalization Plan (1987); and
- Other agency related plans from Arizona Department of Transportation, Maricopa County Department of Transportation, and Maricopa County Flood Control District.

Transportation planners will complete data acquisition from readily available sources including the city and ADOT to update information to a post-COVID condition. Relevant information includes current traffic volumes, travel patterns, crash history, and demographics. Where data is not available, Olsson recommends data clearinghouses that can provide unique insights into mobility and the community. These data sources include streetlight and/or ReplicaHQ that provide insights into user demographics and travel patterns.

Olsson's transportation planners will also review relevant plans to identify mobility goals and planned improvements to meet them. This review is an organized formal process that summarizes each relevant plan, its specific goals and outcomes, and their relevance to transportation and mobility. We have found that this formal review often identifies transportation actions that can positively impact seemingly unrelated goal areas in land use, economic development, and community character. We will document this review to synthesize the efforts of prior planning processes and as a tool in the mobility assessment and development of strategies.



To prepare a Downtown Specific Area Plan, we firmly believe that it is critical to have a thorough understanding of the market conditions and economic factors of a downtown. Building upon the data collection and analysis completed, we will complete a Highest and Best Use Study to evaluate the potential for downtown Buckeye to support future redevelopment of a variety of land uses including, but not limited to, retail, office, lodging, and housing.

The goal is to assess and identify feasible, market driven redevelopment opportunities and constraints within downtown. The study will focus on both new construction and adaptive reuse of existing structures. The process will include considerable primary research and stakeholder input through individual interviews. The study will incorporate both a demographic analysis of the competitive market area, as well as a market analysis examining the directly competitive retail, office, lodging, and housing market trends.

The **economic and demographic analysis** section of the study will quantify future demand for commercial space and housing within the downtown through analysis of economic and demographic trends impacting the competitive market area, such as population growth, household composition, age distribution, household income, consumer expenditure patterns, job growth, and educational attainment. The impact of recent and future public investment will also be evaluated for its potential impact on attracting private investment and improving the business and economic environment.

The **market analysis** section of the study will evaluate directly competitive real estate market trends for each prospective land use by identifying such market forces as current inventory of commercial space and housing units and historical trends in new construction, vacancies, absorption, values, rents, and room rates. The short- and long-term need for additional commercial space, hotel rooms, and housing units will be quantified. If necessary, site-specific evaluations will determine the viability of opportunity sites to accommodate the development of a mix of land uses. The site evaluation will apply location, site, and physical criteria commonly used by developers and end-users in the site selection process.

Based on the study findings, potential infill and redevelopment opportunities for downtown Buckeye will be identified. Recommendations will include the following:

- Identify downtown Buckeye's market niche and suitable prospective business types;
- Quantify the supportable short- and long-term demand for new commercial and housing units;
- Identify the feasible land use mix, location, development formats, and site yield (for both new construction and adaptive reuse);
- Quantify reasonably achievable development timing, phasing, adsorption rates, rental rates, and land values for new development;
- Suggest infrastructure improvements needs to support development;
- Identify potential development incentives needed to attract private investment and indicate level of public support by incentive; and
- Identify potential parking demand and projected traffic volumes in the area.

The **DISCOVER** phase would not be complete without an in-the-field photographic inventory. This analysis will primarily focus on verifying the existing land uses, development patterns, occupancy rates, housing, natural features, and capturing the general feel of downtown Buckeye.

Once the existing conditions analysis is complete, the planning team will host two existing conditions and visioning workshops: one with the Planning and Zoning Commission and one with City Council. Both workshops will present a summary of existing conditions to the bodies and will include exercises to understand both bodies' goals for the project.



PHASE 1 DELIVERABLES:

- Draft Plan deliverable #1 – Plan section discussion downtown Buckeye's history, past and current planning efforts, an overview of the Downtown Specific Area Plan, and the current state of the downtown
- Draft of the Highest and Best Use Analysis
- Project branding plan
- Public engagement plan



MEETINGS

- Project kickoff
- Planning and Zoning Commission workshop #1
- City Council workshop #1

ENGAGE

Regardless of how thoroughly we invest in internal discovery, the reality is there are things that cannot be learned from reading plans and analyzing data. While **DISCOVER** lays the foundation, **ENGAGE** is the true lifeblood of the planning process. And though others may consider visioning and public engagement to be two distinct steps in the process, we view them as being inevitably and intrinsically linked. Instead of developing concepts independently and then presenting them to the public, we believe that the public should be intimately involved in the planning process.

Robust, widespread community engagement is the name of our game. Traditional and limited community engagement practices – while not necessarily bad – do not always provide a true look into public sentiment and values. Oftentimes, only the vocal majority is heard. We understand that Buckeye wants to reach the entire community: all neighborhoods, all demographics, and all values. We propose a vigorous and balanced digital and in-person engagement, planning, and design approach, and a method to monitor engagement success throughout the planning process to ensure we are hearing from as many residents as possible.

While our methods have certainly changed over the past century of our community planning experience, our dedication to meaningful public engagement practices has not. We believe true, fruitful public engagement is not a box to be checked; it should be the foundation from which the Plan is based.

Ultimately, we want to engage with your community in the way they engage. We can employ a variety of engagement tools, anything you believe would work well for you community in a platform that is actually fun.

FURTHERMORE, WE KNOW THE FOLLOWING:

1. All ages must be included in the planning process.
2. Creativity and inclusivity are vital to connect with today's world.
3. We must meet people where they are at; providing convenience and comfort is key.
4. Public engagement provides valuable qualitative and quantitative information.

It must be noted that these four truths still stand in light of COVID-19. We still believe all ages must be included, that creativity and inclusivity is key, people must be met where they are at, and the information shared must be valuable. Perhaps most important to note – and especially during this time – is that our process is inherently flexible and adaptable. The following descriptions of engagement activities are designated as online or in-person but can be done in either way to adapt to current circumstances, national and local public health guidelines, and most importantly, the public appetite for gathering in person.

Outside of city staff members, we will depend on a downtown stakeholder group (DSG) to act as our sounding board throughout the project. As such, our engagement practices are balanced between events for the project management team (city staff members), DSG, Development Partnering group, Planning and Zoning Commission, City Council, the public, and other stakeholders (Main Street Coalition, Buckeye Youth Council, etc.).





Facebook post example.

CREATING PLANNING PARTNERSHIPS.

We use multiple venues, strategies, and portals to create meaningful dialogue and a strong alliance with DSG and the public. This collaboration is used to gather essential information related to the needs, desires, issues, and potential roadblocks that lay in waiting.

Communication with all stakeholders is managed through both email and personal phone calls, depending on the communication topic. All stakeholders are treated as our sounding board and viewed as true partners in the planning process, with members of the community providing additional input, ideas, and feedback at public open houses and online. We know the importance of asking the public for input when there is an opportunity to influence the process. The key is communicating to the public and stakeholders which parts of the Plan they can influence.

Of utmost importance is the cross-section of the DSG. We will work with city staff members and identified stakeholders to ensure the DSG is large enough to be representative of the Buckeye community and identified stakeholder interests. Of special consideration is the involvement of Buckeye's youth – both to excite the younger generation about community planning and to hear voices of those not typically heard in community planning projects.

BRANDING AND MARKETING MATERIALS.

It is important to note that public engagement does not just include the actual events – either in-person or virtual – themselves, but also getting the message out. Informing the public of opportunities to provide input, building excitement and momentum, and strengthening partnerships with community partners are each critical. To that end, we will assist with touch point planning, scheduling, messaging content, and thinking outside the box on ways to encourage public engagement. While this means innovative tools, it also means tapping into existing social spheres of influence that already exist.

Plan marketing materials including email blasts, posters, press releases, fliers, social media graphics, and postcards can be created, and will complement each other. The overarching purpose of these materials will be informative in nature, providing recipients with the various ways to get involved in the public engagement process. Posters and fliers can be posted in community gathering areas.

Several options exist for capturing an audience via social media. We recommended utilizing existing city and community group social media pages to capitalize on their following. Social media is a must when engaging with today's community.

Lastly, a video (one minute or less) featuring a city official, city staff member, or a DSG member could be posted on the project website or webpage and shared via social media. This video would integrate the brand, portray liveliness and excitement, and encourage Buckeye residents to get involved in the planning and design process and make their opinions known.

IN-PERSON ENGAGEMENT.

Primary in-person engagement events include DSG progress meetings, a multi-day planning and design charrette, public open houses, elected official work sessions, pop-up events, and coffee with the community.

DSG Progress Meetings. To ensure project leaders/advisors are fully in the know on project happenings and phases, we will host quarterly DSG progress meetings. These meetings will be highly organized and programmed, focused on decision making and project planning. Such meetings can be virtual, in-person, or a combination of both.

Walking Tour. One of the DSG progress meetings will include a walking tour to understand and discuss current conditions within downtown Buckeye and to build an understanding of the extent to which adopted plans for different areas have been implemented and confirm/refine focus area boundaries. We will prepare a walking route and program for the tour.

Planning and Design Charrette. We run multi-day planning and design charrettes, aimed at generating creative connectivity ideas and solutions. We use prepared imagery, graphics, analysis mapping, and preliminary planning concepts to spark discussions and gather feedback. The exhibits and conversations are topical to ensure feedback is valuable and applicable. The planning and design charrette brings together all decisionmakers over a multi-day period to, put it simply, get work done. Our technical experts will be your “pen.”

Based on the reactions received, planning and design solutions are explored. Planning and design charrettes include a series of DSG progress sessions, individual stakeholder interviews, preference exercises, and ongoing planning and design sessions.

The planning and design charrette is often clients’ favorite part of the planning and design process, as it is a highly interactive, inclusive, and productive event. Our team’s facilitation capabilities will move the project and design forward, building consensus along the way.

We will use **UrbanFootprint** during the planning and design charrette to quickly explore land use and mobility scenarios and assess their impacts quickly – allowing decisions to be based on consensus and data-driven information.

Public Open Houses. The planning process will include two public open houses. This is an important time where the entire city is invited to view concepts, provide feedback in an interactive setting, and have informal conversations with members of the DSG, the planning team, city staff members, and elected officials. These public events are a way to ensure transparency throughout the process, reassuring residents that the Plan is theirs and that their feedback will not only be recorded but incorporated into the final Plan and design. If in-person events are permitted and advisable at the time, the public open houses will be held in-person and online to ensure a wide reach. If not, the public open houses will be online only. Alternatively, we can offer both in-person and virtual for each public open house.

Pop-Up Events. Strategic community events can be identified, such as sporting events and farmers markets, when an informational booth about the Downtown Specific Area Plan can be set up to engage the public. This brings the Plan to the people, offering the opportunity to engage with passersby so they can be asked to complete a survey or take part in other quick engagement exercises, such as community mapping boards or polls.

Coffee with the Community. To break down any barriers members of the public may feel toward planning and design processes and/or city officials, coffee with the community offers an ideal time to have personalized conversations. City department directors or department staff would hang out at a local coffee shop on an advertised day and time. Any member of the public is welcome to come by and have an informal chat. These types of events are meant to feel more personal, less formal, and make room for genuine conversation and feedback.

WHAT THE HECK IS A CHARRETTE?

The word “charrette” comes from a French word that means “cart” and is used in the English language to describe the final and intense work effort expended to meet a deadline. Supposedly, during the 19th Century, professors at the Ecole de Beaux-Arts in Paris would circulate with little carts to collect final drawings from their students. Students would jump on the little carts to add final touches to their drawings moments before the deadline.

We use the term charrette to summarize the intensive, creative, and collaborative work sessions that bring together planners, landscape architects, economic develop specialists, engineers, and members of the public to work together to create ideas in the moment.

A CHARRETTE IS:



A **multi-day** workshop



An **open** and **transparent** process where all are welcome



A **collaboration** between people with different backgrounds and skill sets



A fusion of topics, ideas, and realities that create a **holistic** plan

A CHARRETTE IS NOT:



A **one-day** workshop



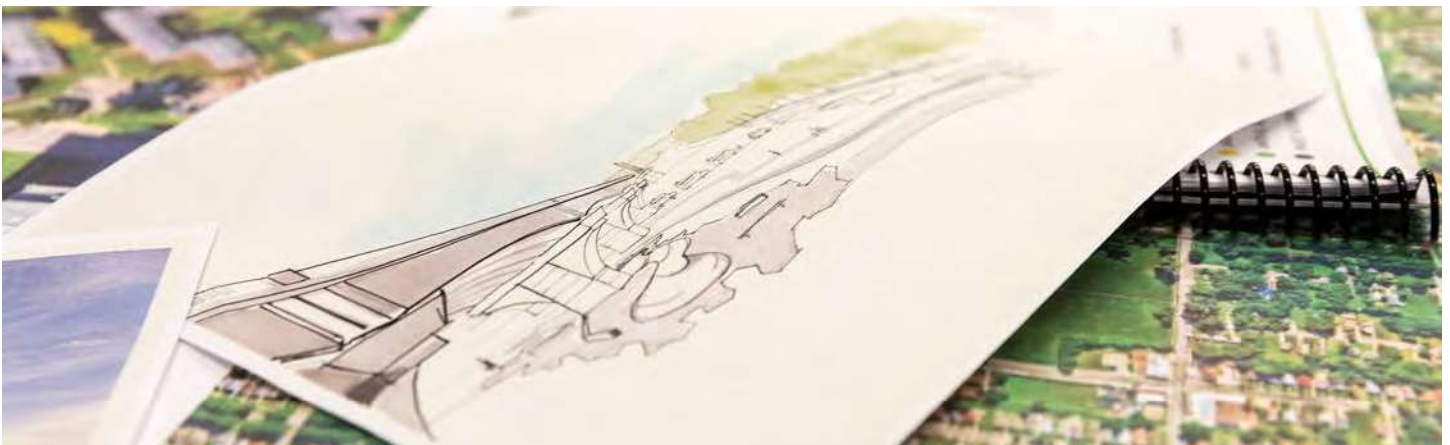
A marathon meeting that involves everyone at all times



A plan with only certain people's viewpoints represented



A visioning session that stops short of implementation



ONLINE ENGAGEMENT.

In addition to in-person events, online platforms will be used to engage participants who cannot attend in-person events or prefer to interact with the planning and design process through this medium, broadening the audience base.

Website. A dedicated and branded website or webpage can be created following project kickoff to serve as a landing page for everything related to the project, including imagery of existing conditions, a project timeline, surveys, community mapping, public events information, opportunities for comment, documents (as they become available), and more – all of which will be tailored toward furthering the reach and understanding of the planning and design process. Multiple software options exist to further enhance the online experience. Most importantly, the website provides those unable to attend in-person events an opportunity to provide input.

Social Media. Existing or new social media account will be used for short posts from upcoming engagement events or for live posts of events, such as pictures of participants. A standardized hashtag will be used in all social media posts to further establish the brand.

Community Mapping Survey. An online survey will be created and embedded within the project website or webpage to provide yet another way to generate feedback. The survey is also unique in that it offers anonymity, which can be an important factor for some when it comes to providing real and honest feedback. The online survey utilizes a variety of question formats to appeal to diverse audiences.

MONITORING ENGAGEMENT SUCCESS

We do not just “check the box” when it comes to public engagement. We advocate daily for public engagement processes that are adaptable and nimble, depending on engagement success in the project so far. To this end, we actively monitor engagement analysis via our web tools and track who and where we are engaging with to ensure a wide reach across the communities we work with. We understand the importance of web analytics, marketing, and branding. For example, if a specific neighborhood has shown little engagement in the project, we will adapt and host intentional pop-up events in that neighborhood. We want to meet people where they are at and make project engagement as convenient and interesting as possible.

Our public engagement strategy centers around providing as many “touches” as possible through diverse and varied methods. We find this to be an effective means to engaging all types of audiences in a way that works for people on an individual basis. This iterative process paints a clear picture of what the vision, goals, and preferred outcomes for the project are by asking the same questions in different formats.



Website example.



PHASE 2 DELIVERABLES:

- Draft Plan deliverable #2 – Plan section summarizing community engagement efforts and findings
- Website
- Public survey (online)
- Social media content and graphics
- Event marketing materials (print and online)



MEETINGS

- DSG progress meetings
- Visioning workshop
- Planning and design charrette
- In-person and virtual public open house #1 (#2 occurs during REFINE)
- Stakeholder interviews

PLAN

The **PLAN** phase synthesizes all work completed into a series of actionable recommendations with supporting information and research. These recommendations will be rooted in local realities while applying national best practices. At a minimum, the Plan will address land use, urban design, transportation, parking, economic development, recreation, arts, culture, and implementation. These topics will be studied thoroughly, and their proposed solutions will be incorporated into the final set of recommendations. The recommendations will be influenced by this holistic thinking about future lifestyle patterns, the existing conditions analysis, economic and market analysis, stakeholder and public input, and political and financial feasibility. They will be specific, illustrative, and rooted in reality. Some recommendations will be high-level and potentially require additional and dedicated study, however some will be targeted and more explicit.

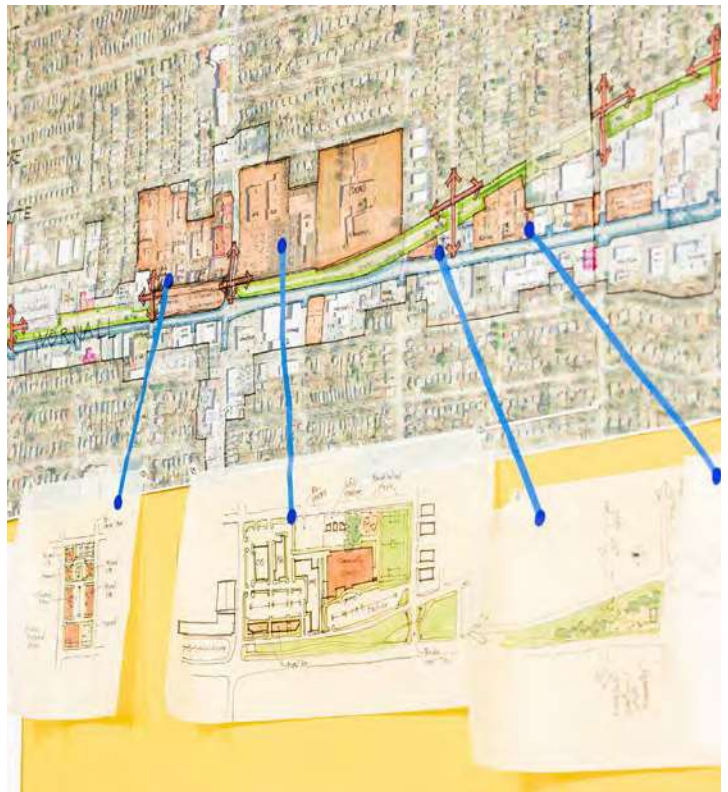
The Plan recommendations will be highly illustrative in nature. Annotated Plan graphics, diagrams, 3D perspectives, and photographic imagery will fill the pages. Combined with a strong narrative voice, they will serve to engage the reader and tell a story. Based on our experience, this storytelling approach can be very effective at turning a complex set of recommendations (in the form of goals and policies) into a more digestible product that the average person can understand. Having a document that appeals to a broad range of readers will be vitally important if the Plan's usefulness is to extend beyond the reach of staff —and preferably into the hands of the development community.

LAND USE AND URBAN DESIGN.

Building upon the outcomes of the planning and design charrette, a detailed land use plan and utility relocation plan will be prepared that captures distinctions in the overall mixture and scale of uses desired in different areas of downtown Buckeye. UrbanFootprint will be used to create various land use and development scenarios, which will be then be assessed by goals determined through the public engagement process, as well as the analysis tools embedded within UrbanFootprint. The utility relocation plan will be determined once the desired future land use plan is understood.

PLANNING FOR PLACES

Although each facet of a downtown is unique – from utility infrastructure to parks to housing – they all work together in the end. Each piece relies on the other to function as desired. If there is no safe path to walk on to get there, is the destination reaching its fullest potential? Knowing this, the only option is the one that thinks holistically about the future of downtown Buckeye. Instead of relying solely on the future land use map to denote where commercial, industrial, or park spaces should be, place types should be identified for different areas of downtown. These place types still consider land use, but also reflect the desired density, scale, amenities, connectivity, and infrastructure necessary to support it.



This topic area will be supported by our subconsultant, **Clarion Associates**, and will include the preparation of a package of regulatory tools to support the implementation of desired outcomes in each area. Tools will be developed with an eye toward the city's existing zoning and development standards in place currently to minimize the potential for conflicts or other inadvertent barriers to future development and reinvestment. We will work closely with city staff members to determine which tools are working well and should be carried forward, and where new tools (or modifications to existing tools) are needed to support desired outcomes. We will also ensure that new tools (e.g., form-based standards, TOD standards, etc.) are integrated in a way that they can be easily administered by city staff members.

TRANSPORTATION.

Transportation investments harmonized with desired land use create those special places that provide economic opportunity and community identity. The city's most accessible tool for implementing the vision of Imagine Buckeye 2040 and the goals and objectives of this Downtown Specific Area Plan are the investments made in the public rights-of-way they have responsibility for stewarding.

We have reviewed the relevant planning documents and understand the well-earned support for the previous Downtown Specific Area Plan completed by ASU graduate students accepted by 2018. We understand and appreciate the springboard of ideas generated through its stakeholder process. The changes in street function, cross sections, and the bypass concepts can all help move downtown closer to the goals identified for this study. Our process builds on these concepts while expanding considerations for:

- Cost/benefits and risks of transportation investments;
- Post-COVID changes to social, economic, and travel trends;
- Flexible solutions that can adapt to future conditions/technology while remaining true to community goals;
- A more robust discussion of parking, walkability, connections to other activity centers, future transit, and how these relate to desired land uses, urban character, and density;
- Transportation improvements that will be highly competitive for current and emerging funding opportunities; and
- Lessons learned from downtown transformations across the country.

With the information and insights from the **DISCOVER** and **ENGAGE** phases in mind, the planning team will complete a mobility assessment to identify locations and infrastructure where the existing mobility system does not support achievement of community goals and their related objectives. This process provides a more transparent identification of true needs without preconceived ideas on solutions. It minimizes “pet” projects or solutions that may not consider multiple viewpoints. For example, a discussion of the need for a truck bypass may not reflect desired future land uses or only relocates a barrier to a new location that will need addressed in the future.



We will develop a roster of mobility strategies and actions. These actions may facilitate or catalyze actions from other elements of the downtown Plan. Specifically, the planning team will look for shared opportunities where transportation and mobility investments may provide a benefit to actions related to the vision for downtown. Whether it be providing access to schools and open spaces, supporting adjacent land use and densities, or supporting resiliency objectives for economic opportunity, environment, safety, wellness, and utility and technology infrastructure, we use this much more robust vision of “complete streets” in identifying an evaluating street function, cross section, parking, transit, and active transportation facilities.

Transportation and mobility actions will be grouped into two distinct scenarios that illustrate a conservative, incremental benefit, and a more aggressive transformative scenario. For example, the definition of new cross sections for Monroe Avenue and other streets may provide incremental improvements that mitigate speeds and enhance walkability. A transformative scenario may consider more aggressive actions to enhance the place and experience of downtown. Adapting a portion of 4th Street as a festival street for weekend events or connecting City Hall to the Buckeye Town Park, trailheads, and future transit hubs with pedestrian and bike boulevard may help transform downtown into a park once, civic center. Both scenarios will include specific considerations including:

- Emerging trends including remote work and its influence on economic competitiveness and focus on quality of life;
- Street character and cross sections in the downtown core including a kit of parts for trees and other landscaping, signage and wayfinding, street art and furniture, and other elements integral to the downtown experience;
- Strategy, benefits, costs, land risks associated with truck bypass and future SR-30;
- Integration with current and future transit connections; and
- Integrated downtown parking strategy.

Based on input from the city, DSG, and the public, Olsson will refine the incremental and transformative scenarios into a preferred transportation strategy integrated into the larger Plan, including actions required to interface with citywide and regional facilities. This refined investment strategy will be integrated into the emerging Plan.

In cooperation with other planning tasks including the code and regulation review, Olsson will also consider code/policy or organizational changes that might better support the selected mobility strategies.

We will tailor the recommendations into a specific time- and money-constrained program of implementation including immediate, mid- and long-term improvements dovetailed with other Plan elements and milestones.



PARKING.

Walker will lead this portion of the Plan. Having worked with many communities in the southwest and throughout the United States, Walker has a robust understanding of the unique challenges communities such as the City of Buckeye face. The parking and mobility decisions you make are affected by the city's environment, social, cultural and civic needs, and the often-competing interests between your residents, businesses, and visitors. Additionally, the synergy of programs is even more critical when you have a rapidly growing population straining existing infrastructure and available resources. Working with municipalities, state agencies, universities, resorts, and developers, the projects Walker has had the opportunity to work on span a great deal of variety, including planning, design, operations, and preservation. While the type of work may vary, the common theme of our approach focuses on the user of the system. We develop practical and implementable solutions that meet your policy and goal objectives from the city's perspective.

We truly believe that data is the foundation to great outcomes. Our data collection practices combine tried-and-true on-the-ground methods with high-tech interventions. With these techniques, we can determine what is happening in the parking system with great precision and granularity. We also use the data collection, analysis, peer and aspirational community research, our knowledge of emerging trends and technology, and industry best practices to develop recommendations and phased implementation strategies that support the city in making data-informed decisions. Within the context of the Downtown Buckeye Specific Area Plan, the parking effort can inform the impacts to the existing parking system by the Land Use and Urban Design Plan and the parking supply needs projected to accommodate those growth scenarios.

Be Aspirational and Inspirational, but also Data-Informed.

In identifying best practice solutions to parking and mobility from across the country and around the world, Walker will evaluate not only aspiration and innovation but also the effectiveness in performance of those solutions from a quantitative and qualitative standpoint.

Use the General Plan 2040 goals and intended outcomes as a North Star.

The city intends for the Imagine Buckeye 2040 General Plan to be the overarching document for all parking, mobility, and access efforts. Walker will view the goals and intended outcomes outlined in the Plan as the “north star” for developing recommendations that meet the core vision and values of the City and its constituents.

Understand the City of Buckeye’s Community-Driven Approach.

The city’s planning efforts embrace the connections between economic, social, environmental, and cultural impacts. Recommendations developed through this work will be equally comprehensive in their scope and impact.

ECONOMIC DEVELOPMENT.

This topic area will be led by our subconsultant, **Canyon Research Southwest**, and will include cost benefit analyses regarding public improvements/ programs that arise out of the planning process, versus increase land value and sales taxes. Financing mechanisms such as cost-share loans/grants for private property improvement, special taxing districts, improvement districts, and redevelopment/ revitalization districts will be explored, as well.

Financing Mechanisms. An important component in the revitalization of a downtown is the availability of city, state, federal financing mechanisms for property enhancement and development as well as business creation. Examples of local financing tools and techniques are listed as follows. These and other state and federal economic incentives will be discussed and evaluated with recommendations provided for those best suited for downtown Buckeye.

- Business improvement district
- Building façade easements
- Building façade loan program
- City general revenue funds
- Downtown bond issue
- Land sale proceeds
- Local option sales tax
- Private and foundation philanthropy
- Revenue bonds
- Revolving loan program
- Tax increment financing (TIF)
- Revolving fund

Feasibility of Public-Private Partnership (P3) or Redevelopment Agency.

A local downtown redevelopment agency could also be created to support developers, property owners, and business owners through:

- Hands-on project development assistance and business training;
- Financial assistance for predevelopment costs and business plans; and
- Flexible, affordable loans for predevelopment, construction, and permanent financing as well as business start-up costs.

P3 is defined as a long-term contract between a private party and a government entity, for providing a public asset or service, in which the private party bears significant risk and management responsibility, and remuneration is linked to performance. P3s have become an increasingly popular way to get major infrastructure projects built. Compared with traditional procurement solutions, these arrangements show a significantly increased level of private-sector participation, with the goal of boosting the efficiency and effectiveness of the project through its entire lifecycle, from development to the end of the operating phase. P3s can also spread a project's cost over a more extended period and can thus free up public funds for investment in sectors in which private investment is impossible or otherwise inappropriate.

As it relates to implementing revitalization of downtown Buckeye, P3s may be an option in funding and constructing public infrastructure and individual building development projects. Various formats will be evaluated and recommended where a public-private partnership may be a suitable option for downtown Buckeye. It is important to note that the public sector focuses on public values, goals, and issues, whereas the private sector focuses on risk, profit, and sustainability.



Vacant Property Policies: Acquisition, Enforcement, and Resale. Cities have several options available for establishing vacant property policies that include:

- Code enforcement of derelict properties forcing property owners to maintain their properties. In extreme cases of neglect that involve public safety either condemnation or receivership are options.
- Condemnation of derelict properties or those properties deemed necessary to facilitate redevelopment to a highest-and-best use.
- Establishment of a land bank to create an inventory of potential redevelopment sites. Land banks are public authorities or non-profit organizations created to acquire, hold, manage, and sometimes redevelop property to return these properties to productive use to meet community goals, such as increasing affordable housing or redevelopment of blighted or underutilized areas of the city. Land banks can play a number of different roles depending on a community's development goals, including:
 - Providing a mechanism for assembling tax delinquent and abandoned properties
 - Acquiring and holding strategically valuable properties until a strategy for disposition is determined
 - Acquiring properties to convert to other uses such as retail, parks, or open space. In addition to acquiring and holding land, land banks can maintain, rehabilitate, demolish, and lease or sell property
 - Remove blight through acquisition and demolition of deteriorated and unsafe properties
 - Package adjacent properties together for sale to developer
 - Help limit a developer's holding costs until construction begins

Options to address vacant and derelict properties in downtown Buckeye will be evaluated with the most suitable goals, objective, and policies recommended. Implementation strategy options will be provided such as the funding and management of a land bank.

Marketing and Identity Strategies. Marketing, image, and branding will be critical in the success of revitalizing downtown Buckeye. Key elements to be considered and evaluated include:

- Defining key market segments and market positioning
- Improving the image and establishing a brand for downtown
- Implementing marketing program

Examples of marketing goals for downtown Buckeye include:

- Increased consumer spending
- Increased visitation and pedestrian traffic
- Increased usage of downtown by specific market segments
- Increased attendance at downtown events

It must be determined whether marketing and promotion of downtown will be implemented through a city department or in partnership with a business association, nonprofit, or private company.

RECREATION AND ARTS.

This topic area will utilize the Bicycle/Pedestrian Master Plan (2019) and El Rio District Area Plan (2018) as starting points. The planning team will integrate these efforts and ensure alignment in bicycle, pedestrian path, trail, and greenway plans. Additional connectivity needs and opportunities will be identified through the community engagement process and through the UrbanFootprint walkability analysis. Our team has ample experience with active modes planning.

Placemaking efforts, public art, and programs within downtown are critical to create livability and vitality. Such options will be explored during the planning and design charrette to ensure they are in the correct locations and include the necessary and desired amenities. Hand drawn sketches will be presented during the charrette and refined into professional renderings for the plan document.

Sustainability and community inclusivity will be woven throughout the Plan. In lieu of a dedicated chapter on topics, they will be found throughout every recommendation of the Plan. Ultimately, each recommendation should strike a balance of being fiscally, socially, and environmentally aware.



PHASE 3 DELIVERABLES:

- Draft Plan deliverable #3 – Plan section with written and illustrated recommendations for all topics



MEETINGS

- Project management team
Plan review meetings



REFINE

The planning team will coordinate with the city's project management team during the review and refinement process to ensure all concerns and comments are noted and addressed.

Once the draft is ready for the governing bodies of the city to review, the planning team and project management team will present the draft Plan to a joint meeting of the Planning and Zoning Commission and City Council (Elected Officials Work Session #2). The meeting will generate comments, discussions, revisions, and changes that will be reflected in the document following the meeting.

The project management team will compile a final list of revisions that will be incorporated into the Plan. These revisions will be based on input from the Planning and Zoning Commission, City Council, and any others from whom the city seeks comment – such as Plan stakeholder committee members or other agencies.

During this phase, the planning team will host Public Open House #2 to present refined alternative(s), recommendations, and identified priorities. This open house will give the community one final chance to give feedback before the Plan transitions from draft to final.

Graphics and exhibits will be set up around the room. Attendees will be encouraged to explore the details of the recommendations and implementation strategies. The planning team will facilitate discussions and answer questions.

To foster additional public involvement in the draft Plan, the document will be uploaded to Konveio, an online PDF commenting software that allows any member of the public to provide input. Comments can be organized by ideas, questions, or even typos to ensure all aspects of the Plan are covered. A date will be established for the end of the comment period to ensure the plan revisions can be incorporated in a timely manner.

It is critical that recommendations are fully vetted by elected officials, city staff members, the comprehensive plan stakeholder committee members, and members of the public prior to crafting implementation strategies. Before an action plan can be set, all parties must agree. This will ensure the strategies and tasks outlined will be championed by the identified parties.

Proposed revisions that result from the **REFINE** phase will be fully incorporated into the comprehensive plan document ahead of the **IMPLEMENT** phase.



PHASE 4 DELIVERABLES:

- Plan deliverable #4 – Plan section with implementation matrices
- Konveio site



MEETINGS:

- Planning and Zoning Commission workshop #2
- City Council workshop #2
- In-person and virtual public open house #2



IMPLEMENT

No matter how appealing and creative recommendations may be, they are useless without actionable strategies for implementation. Thus, the planning team will develop a set of detailed supporting implementation strategies and action steps for each recommendation that will include information such as phasing, prioritization, and cost-impact. Combined, the recommendation and implementation strategies will outline the path forward.

Implementation is not an afterthought for our team. This section of the Plan is detailed, specific, and lays out a roadmap to success. Integral to each recommended implementation step are the following overarching strategies:

- **Day-to-day Use:** The plan should be used daily as the official policy guide for land use, development, transportation, and community facilities.
- **Cooperation and Coordination:** Open lines of communication within city departments and the public must be maintained.
- **Start with Policy:** Establishing policy creates the essential framework for future implementation of the plan. Oftentimes, policy changes can be made quickly and at a minimal cost.
- **Be Bold, Visible, and Conversational:** Early “wins” and visible projects help garner the public’s endorsement. Spread the word so you can market and celebrate early successes through multiple outlets to gain support and momentum for long-term ventures.
- **Identify Plan Champions:** People involved in the planning process must continue to champion the plan over time to maximize success.

Once the final Buckeye Downtown Specific Area Plan is submitted, the planning team will present the report at all public hearings of the Planning and Zoning Commission and City Council for adoption.



PHASE 5 DELIVERABLES:

- Final plan deliverable #5 – final Plan with all sections edited and fully formatted (PDF format and InDesign)



MEETINGS:

- Planning team presentations at Planning and Zoning Commission and City Council meetings



SUSTAIN

The planning process does not end simply because a plan was crafted and adopted. In fact, **SUSTAIN** is where the real work begins. Even the best of plans cannot begin to anticipate what 10-20 years in the future may hold. The current crisis we are living under being a perfect example as to why some scenarios simply cannot be planned for. That is why this phase is so important. This is the time when the implementation chapter is put to work. The DSG – the plan’s champions – alongside city staff members and other identified parties, must stay engaged with outlined strategies and tasks to ensure the vision is achieved.

The plan will live online in both a downloadable PDF format, as well as within the dedicated website created for this process. The plan will be simply organized for the public or developers to understand what the overarching goals of the Plan, the overall recommendations, and the strategies laid out to achieve them.

The planning team will always be a resource for the City of Buckeye. In this phase, when the plan is actively being put to work in the community, our team will remain invested for all the reasons we initially stated.



PHASE 6 DELIVERABLES:

- N/A



MEETINGS:

- N/A

LIVING PLAN

It excites us to think about how we transition from the “plan on a shelf” mentality to an interactive, useful, and entertaining plan. One such way to achieve this is to have the Downtown Specific Area Plan live online as a living document — tracking progress, providing clear communication, and reinforcing the goals and principles that were developed during the planning process. It is exciting to see other communities across the country embrace this method, reducing print, providing better accessibility, and ultimately producing a more usable plan. We have been following the Planotomorrow.org plan as an example of how to achieve successful results with a web-based interactive plan that is easily usable by the public.



PROJECT TIMELINE

We are determined and have the ability to complete the following schedule for the project. Per the RFQ, we understand that the city would like to prepare this Plan on an accelerated timeline (aiming for July 2022 adoption). To conduct a robust community engagement process, we recommend a nine- to 10-month schedule, reflected in the schedule graphic that follows. We are happy to discuss a more accelerated timeline if preferred.

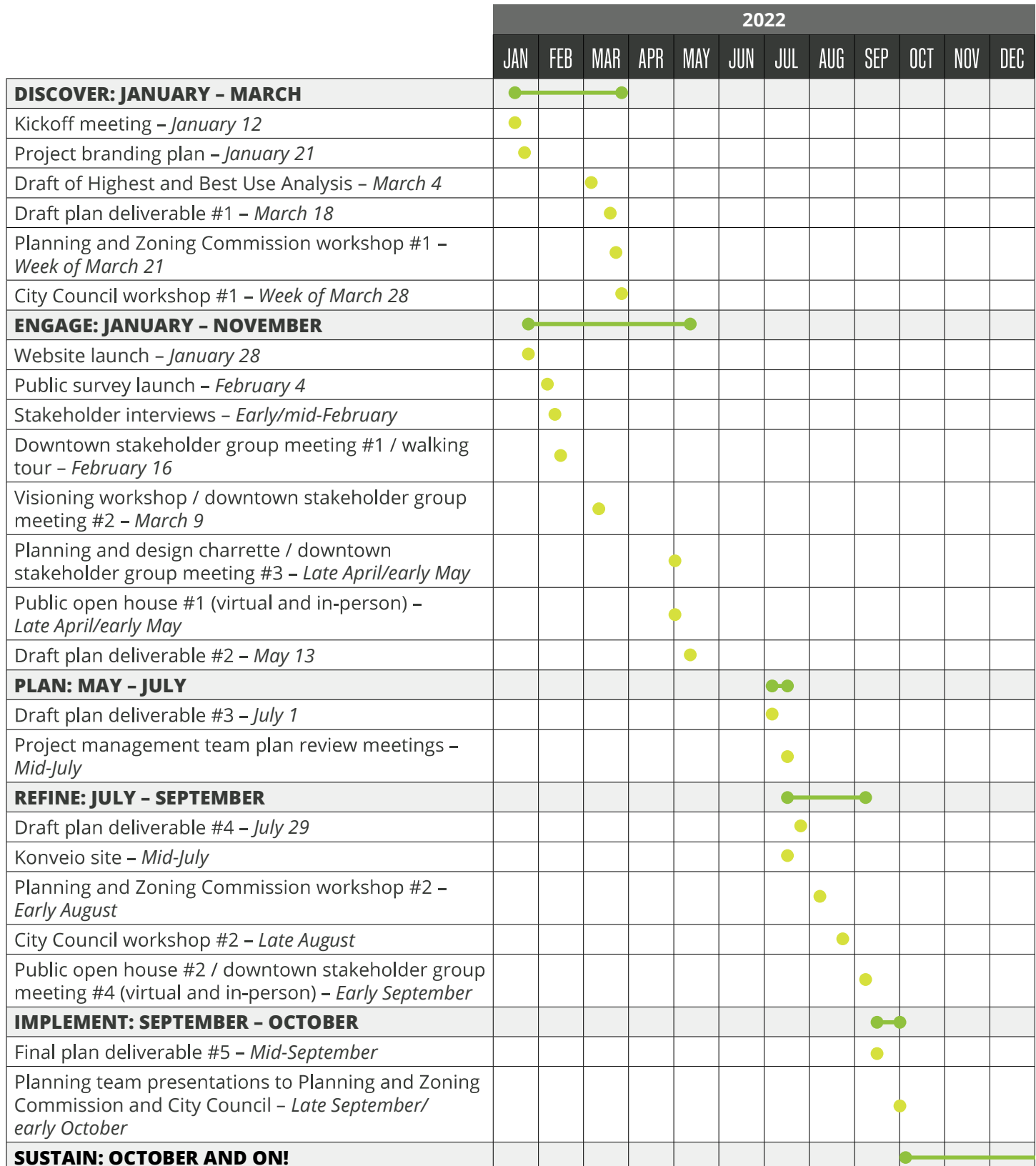


EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
THE OLSSON STUDIO

[Scope of Work]

See following pages.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated April 25, 2022, between the City of Buckeye, Arizona ("Client") and Olsson, Inc. dba The Olsson Studio ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Downtown Activity Center of Buckeye, Arizona, the boundaries of which are illustrated on the Buckeye General Plan Land Use Map

Project Description: Downtown Buckeye Specific Area Plan

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

PHASE 100 – DISCOVER

Olsson will provide Project management coordination, quality/cost control, information coordination, and Project schedules.

Olsson will attend bi-weekly virtual progress meetings with Client to discuss Project status. Olsson shall provide Client with monthly progress reports prior to the first virtual progress meeting each month during the lifespan of the Project.

Olsson will prepare a public engagement strategy to outline the tools, methods, and schedule of communication related to the Project.

Following contract execution, Olsson will attend one (1) virtual kickoff meeting with the project management team to define expectations and clarify Project goals. Olsson shall review Project scope, schedule, public engagement strategy, Downtown Stakeholder Group (DSG) makeup and responsibilities, and Technical Committee (TC) makeup and responsibilities.

Client shall coordinate formation of the DSG and TC. Client and Olsson will coordinate on outreach to, communication with, and management of the DSG and TC throughout the Project. The DSG shall include key property owners, business owners, residents, representatives of prospective property developers, and students. The ideal size for the DSG is 50 to 60 people. Special effort should be given to ensure diverse representation (age, interests, geographic area of community, background, race, et cetera) on the DSG. Students should be included on the DSG. The TC shall include city staff members and representatives from various agencies and departments. Client will provide translation services as needed.

Olsson will coordinate with the city's Marketing and Communications Department and prepare a branding plan to detail the logo, colors, fonts, and theming to be integrated into all print and digital Project materials. The city logo must be included in all public outreach materials.

Following Project kickoff, Client will provide Olsson with existing conditions data, including:

- GIS data from city (parcels, city boundary, aerial imagery, existing and future land uses, zoning, special use districts, overlay zones, public facilities, utility infrastructure, street centerlines, transit routes/stops, bicycle lanes, sidewalks, trails, roadways, street classifications/typology, parks, edge of pavement, public right-of-way, parking lots, building footprints, et cetera, as available)
- Additional GIS data from alternative sources (floodplain, waterbodies, wetlands, tree masses, critical habitat areas, open space, et cetera, as available)

Data that is physical in nature will be mapped to analyze downtown in its existing state, ensuring decisions are well-informed and grounded. Demographic and economic data will be gathered, analyzed, and charted.

Olsson shall supplement all data with one (1) in-the-field photography inventory of the downtown, focusing on development patterns, connectivity, and general character.

Olsson will review the following plan documents and development regulations as they apply to downtown, analyze such documents, and develop a summary write-up of each document, describing the document's purpose and how it relates to and/or affects downtown.

- Bicycle/Pedestrian Master Plan (2019)
- Transportation Master Plan (2019)
- Buckeye General Plan (2018)
- El Rio District Area Plan (2018)
- ASU Downtown Specific Area Plan (2018)
- MAG Regional Commuter Rail System Update (2018)
- Parks and Recreation Master Plan (2016)
- Article 5.12.5 of the Development Code (Downtown Overlay) (2012)
- ASU Downtown Buckeye Revitalization Plan (2002)
- Master Revitalization Plan (1987)
- Other plans/regulations as deemed necessary by Client

Transportation and Parking Analysis

Transportation planners will complete data acquisition from readily available sources including the city, Maricopa County, and ADOT to update transportation related information to summarize current conditions, including the following:

- Traffic volumes
- Travel patterns
- Crash history
- Traveler demographics

Olsson transportation planners will also review the previously mentioned plan documents and development regulations to identify mobility related goals and previously planned transportation improvements that may influence downtown.

Olsson will also review parking resources from data provided by the city (as available) and other published sources to summarize current supply. Stakeholder interviews and discussions with staff will be used to characterize current parking concerns and future objectives. Olsson will also complete a high-level review of current parking related codes and policies to identify potential opportunities to better align parking strategies with the plan. The review will be documented with a summary of opportunities, context-aligned best practices, and a summary of recommended actions for consideration in the implementation toolbox in the plan.

Economic and Market Analysis

Olsson will conduct an economic analysis of downtown to formulate a "market positioning strategy." This analysis will include interviews of city Economic Development Department staff and business and development community stakeholders. The key economic analysis task is evaluation of current and future economic/market conditions that influence existing and future downtown business and development opportunities.

Olsson will complete the following tasks for the economic analysis:

- Gather information regarding demographic trends impacting downtown's development potential, including the following demographic data for the primary market area (as defined by Olsson):
 - Population trends

- Household income
- Building permits
- Employment growth rates
- Household growth rates
- Study local real estate development patterns and growth trends that indicate market demand for a variety of uses within downtown. Olsson will gather development permit data for the analysis.
- Identify uses for which there is (or will be) demonstrated demand that will seek development sites with attributes like those offered in downtown.
- Study downtown's location in context of other areas and development trends and patterns previously identified within the primary market area. Olsson will gather the following data:
 - Competing retail/commercial centers
 - Competing employment centers
 - Competing residential centers
- Study other factors that may bear upon downtown's competitive position, including zoning, development standards, et cetera.
- Conduct an economic analysis comparison of downtown with other sites to evaluate advantages and disadvantages.
- Conduct an economic analysis comparison of downtown with thriving downtowns in the region (e.g., Gilbert, Chandler, and Scottsdale) to evaluate comparative advantages and disadvantages.

Olsson will host one (1) in-person Planning and Zoning Commission work session and one (1) in-person City Council work session. Both work sessions will function as a project introduction and downtown profile overview. Both work sessions will present a summary of existing conditions to the bodies and will include individual and group visioning exercises.

Client Responsibilities: Provide requested data and documents to Olsson

Deliverables:

- Project kickoff meeting materials
- Public engagement plan
- Branding plan
- Memorandum for each monthly virtual Project progress meeting
- Draft Economic and Market Analysis
- Deliverable #1 draft (Plan introduction, Plan existing conditions analysis, and draft Economic and Market Analysis)
- Condensed parking inventory geodatabase file

Meetings:

- One (1) virtual Project kickoff meeting
- Up to eighteen (18) bi-weekly virtual Project progress meetings
- One (1) in-the-field photographic inventory of downtown
- One (1) in-person Planning and Zoning Commission work session #1
- One (1) in-person City Council work session #1
- Economic- and market-specific stakeholder interviews (as part of Economic and Market Analysis)

PHASE 200 – ENGAGE

Marketing and Outreach

Olsson will write and coordinate with Client on the content and timing of up to four (4) press releases throughout the planning process. Client is responsible for distributing the releases.

Olsson will create a postcard-size mailer for Client to send to all applicable residents/businesses/property owners in both English and Spanish. The mailer will include a Project overview, a link to the Project webpage, and a list of ways to get involved. Client will be responsible for compiling the distribution list,

print and postage costs, and mailing the mailer. Olsson will coordinate with stakeholders to provide them with marketing material for the Project, including the postcard.

Olsson will coordinate with Client to develop a one-minute or less interview-style Project kickoff video with a designated city leader(s) that can be shared on the city's website, city's social media platforms, referenced on the postcard mailer, and embedded in the Project webpage to garner community excitement about the Project. The video must adhere to city standards.

Olsson will coordinate with city's existing social media platforms and the city's website to encourage engagement in the planning process. Olsson will draft Project-related content for the city's Project webpage and social media accounts. Client will be responsible for posting Project-related content to the Project webpage and social media accounts. Olsson will coordinate with Client on timing of city website and social media posts.

Marketing and outreach efforts will be focused on engagement and feedback opportunities for the public, including, but not limited to, the public survey, public open houses, and the virtual draft plan review.

Online Engagement

Olsson will coordinate with Client to prepare dedicated and branded Project webpage(s) within the city's website. These webpage(s) will allow interested participants to view and provide feedback and learn how to get involved in the planning process. Client will provide limited access for a designated Olsson staff member to maintain website operations, updates, and monitoring throughout the planning process. Client will have administrative rights to these pages and can update content as needed to meet city standards. The webpage(s) will include a community member interest form to generate a Project community contact list.

Community Survey

Olsson will design, build, and administer an online community survey via SurveyMonkey (or the city's preferred online surveying tool). The survey will be focused on residents' and stakeholders' preferences for downtown's future. Olsson will prepare marketing materials to encourage participation in the survey.

In-Person Engagement

Olsson will coordinate and facilitate one (1) day of individual stakeholder group meetings to record and learn more about stakeholder-specific issues, opportunities, and desires related to downtown. Olsson will provide prompting questions to the stakeholder groups prior to the meetings.

Olsson will coordinate and facilitate four DSG and TC progress meetings, including the following:

- One (1) in-person Project introduction and downtown walking tour meeting
- One (1) in-person half-day visioning workshop
- One (1) in-person multi-day planning and design charrette
- One (1) in-person draft plan review meeting

The half-day visioning workshop will develop an initial vision and set of Project guiding principles. The visioning workshop will include facilitated small-group discussions and review sessions with the larger group. Olsson will organize a series of interactive exercises for participants.

The multi-day in-person planning and design charrette will develop concepts for future land uses, development/redevelopment opportunities, traffic flow and parking improvements, downtown character/aesthetic enhancements, subareas of focus, and related policy ideas. Olsson will prepare imagery, graphics, analysis mapping, and preliminary planning concepts for discussion and feedback. Based on reactions received, Olsson will explore planning and design solutions for downtown, addressing land use, transportation, parking, sustainability, aesthetics, development and redevelopment, market factors, and economics. The planning and design charrette will include a series of DSG and TC progress sessions, preference and visioning exercises, and ongoing planning and design sessions.

During the planning and design charrette, community open house #1 will be held within a widely known and recognized space within downtown. Community members will be invited to view progress from the planning and design charrette and share feedback. Olsson will develop a virtual community open house #1 that will launch via the Project webpage two (2) business days after the in-person community open house #1. The content on the virtual open house will be the same as in-person.

Olsson will prepare for and host community open house #2 in a widely known and recognized space within downtown. Community members will be invited to view draft plan recommendations and concepts and share feedback. Olsson will develop a virtual community open house #2 that will launch via the Project webpage two (2) business days after the in-person community open house #2. The content on the virtual open house will be the same as in-person.

Prior to community open house #2, Olsson will host and facilitate the final DSG and TC draft plan review meeting to gather stakeholder and city staff member feedback on the draft plan recommendations and concepts.

Client Responsibilities:

- **DSG Creation.** Client will identify stakeholders to participate in the DSG, made up in part of representatives from each of the identified stakeholder groups.
- **Public Engagement Venue Coordination and Cost.** Client will provide and/or cover coordination, reservations, and expenses of required meeting space for the DSG and TC meetings, visioning workshop, planning and design charrette, pop-up events, and work sessions, as needed. The venue shall meet the following requirements:
 - Accommodate at least 75 people
 - Have blank wall space
 - Have walls without art or other attached materials
 - Have walls that painters' tape may be affixed to
 - Have layout tables that can be moved into various arrangements
 - Have chairs for the tables
 - Have electrical outlets
 - Have Wi-Fi
 - Be secured at night for all materials to be left out on walls and tables
 - Allow Olsson access from, at a minimum, 7:00 AM to 8:00 PM
 - Have no other events scheduled to use the space during events (at any time, day or night)
- **Public Engagement Advertisement.** Client will coordinate with city's website, social media platforms, and other communication outlets to advertise the planning process and ways to get involved in the Project. Client will be responsible for posting the content on the city's website and social media platforms.
- **Pop-Up Events.** Client shall attend additional identified local community events and/or locations to spread the news about the Project and how to participate. Olsson will provide marketing material to assist with pop-up events.

Deliverables:

- One (1) one-minute Project kickoff interview video
- Project webpage
- Public survey
- Marketing and outreach materials
- Public engagement findings

Meetings:

- One (1) day of individual stakeholder group meetings
- One (1) in-person DSG and TC project introduction and walking tour meeting
- One (1) in-person half-day visioning workshop
- One (1) in-person multi-day citywide planning charrette

- One (1) in-person DSG and TC draft plan review meeting
- Two (2) in-person community open houses
- Two (2) virtual community open houses

PHASE 300 – PLAN

Olsson will create a series of actionable, draft recommendations in the form of goals, policies, and framework plans. The draft plan recommendations will address land use, development and redevelopment, economic development, transportation (multimodal), parking, placemaking, community character, equity, recreation, arts, culture, sustainability, resiliency, and other topics as deemed necessary. The plan document will be illustrative, including annotated plan graphics and photographic imagery.

The Downtown Buckeye Specific Area Plan will include the following elements:

- Land Use and Urban Design
 - Detailed land use plan based upon existing and planned character and uses
 - Recommended development standards to promote historic character retention and compatible infill, design, siting, and uses
 - Recommended form-based standards for property fronting principal streets/corridors such as 4th Street and Monroe Avenue
 - Transitional development standards to blend the plan to adjacent development areas and the El Rio District Specific Area Plan
 - Transit-oriented development standards for areas related to commuter rail or multimodal transit stations, if transit oriented development is determined to be feasible
 - Analysis of constraints to development (both on private property and in public realm) from existing above ground and underground utilities, and best practices/strategies for remediation (if determined to be a constraint to the goals of the plan)
- Transportation
 - Physical transportation features that would support plan goals for transportation and placemaking including:
 - Street cross sections
 - Gateways/transition features along arterials that define downtown
 - Street tree/character plan/kit of parts for streetscape
 - Truck route plan
 - SR-30 analysis and recommendations
 - Transit planning: routes, infrastructure, and facilities
 - Alley policy
 - Signage and wayfinding
 - Potential multimodal hubs at activity centers/trailheads/intermodal connections
- Parking
 - Existing parking supply review and characterization
 - Best practices and potential strategies summary
- Economic Development
 - Cost-benefit analysis estimating implementation and long-term maintenance costs for proposed public improvements/programs versus increased land value and sales taxes
 - Financing mechanisms: cost-share loans/grants for private property improvement, special taxing districts, improvement districts, redevelopment/revitalization districts
 - Feasibility of public private partnerships (PPP) or redevelopment agency
 - Vacant property policies: acquisition, enforcement, resale
 - Marketing and identity strategies
 - Permitting, land use, licensing, or other city process enhancements
- Recreation and Arts
 - Integrated and refined bicycle, pedestrian path, and trail plans
 - District art and culture program policies/plan
 - Public outdoor gathering areas, including plazas that capitalize on Buckeye's heritage

- Greenways from downtown Buckeye south to the Gila River
- Implementation
 - Plan goals organized into actionable short-, medium-, and long-term tasks
 - Short-term refers to 0 to 3 years from Project completion
 - Mid-term refers to 4-8 years from Project completion
 - Long-term refers to 9+ years from Project completion
 - Recommendations for revised city process, codes, public review bodies, or other mechanisms to maintain long-term plan implementation

Client's Responsibilities: None

Deliverables: Draft of recommendations sections

Meetings: None

PHASE 400 – REFINE

Client will provide a single PDF of comments for draft recommendations to be addressed. Olsson will submit a revised draft plan to Client for use at one (1) Planning and Zoning Commission work session and one (1) City Council work session. Olsson will present at and facilitate both work sessions. The purpose of both work sessions will be to update the Planning and Zoning Commission and City Council on the Project and converse about draft plan recommendations.

Following the work sessions, the draft plan will be posted on the Project webpage for virtual public review. Using an interactive software that allows the public to directly comment on the document, the public will be able to comment on the draft plan for a set amount of time. Commenters will only be able to view their own comments.

Client will provide another single PDF of requested changes to the plan (based on edits requested from the work sessions and public virtual draft plan review) prior to drafting the implementation section of the plan.

Client Responsibilities:

- Single PDF of initial city staff member comments for draft recommendations
- Single PDF of compiled list of requested edits based on virtual public review period and work sessions

Deliverables:

- Draft plan public review portal
- Revised complete draft plan, excluding implementation (for use at work sessions)

Meetings:

- One (1) in-person Planning and Zoning Commission work session #2
- One (1) in-person City Council work session #2

PHASE 500 – STRATEGIZE

Olsson will draft the final section – implementation action plan – and submit to Client for review. Olsson will develop supporting implementation strategies for recommendations in the form of policies, programs, projects, and policies.

Client will provide a single PDF of comments on implementation strategies to be addressed.

Olsson will submit a revised, complete, and final plan.

Olsson will be available for three (3) public hearings associated with the adoption of the plan as a major amendment to the Buckeye General Plan.

Client Responsibilities: Single PDF of final city staff member comments on implementation strategies

Deliverables: Final Downtown Buckeye Specific Area Plan in PDF, including appendices

Meetings: Three (3) public hearings for plan adoption

PHASE 600 – SUSTAIN

Olsson will provide the Client with a final invoice for Scope of Services items, transfer final files to Client, and return maintenance responsibilities of the Project webpage to Client.

Client Responsibilities: None

Deliverables: None

Meetings: None

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: May 2022

Anticipated Completion Date: May 2023

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

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

MEETING DATE: 05/03/22	AGENDA ITEM: 7.E. Jackrabbit Trail, McDowell Road to Thomas Road Improvements
DATE PREPARED: 04/28/22	DISTRICT NO.: 6
STAFF LIAISON: John Willett, Senior Traffic Engineer, jwillett@buckeyeaz.gov, (623) 349-6282	
DEPARTMENT: Engineering	AGENDA ITEM TYPE: Public Meeting / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action authorizing the Mayor and City Manager to allocate \$2.5M of Non-Departmental Funds within the Fiscal Year 2022-2023 Budget for improvements to Jackrabbit Trail, from McDowell Road to Thomas Road, subject to the approval of appropriate state funding and in coordination with the Arizona Department of Transportation.

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 Arizona Department of Transportation (ADOT) is in the process of beginning the design of the I-10 and Jackrabbit Trail Traffic Interchange. The ADOT Project is anticipated to improve Jackrabbit Trail from south of I-10 (approximately Roosevelt) through the McDowell Road intersection including the I-10 interchange itself.

The Maricopa County Department of Transportation (MCDOT) has been studying the intersection of Jackrabbit Trail and Van Buren Street/Blue Horizons Parkway to determine the necessary improvements associated with the installation of the traffic signal.

This project would include design and construction to improve Jackrabbit Trail between McDowell Road and Thomas Road to arterial standards with a raised median and street lights. Median breaks would be provided at key intersections to facilitate left-turn movements from Jackrabbit Trail. The proposed total project cost is \$25.1M, of which the State Legislature would appropriate \$22.6M to the City via SB1652, with the stipulation that the City make a \$2.5M contribution to the project.

BENEFITS:

Jackrabbit Trail is currently a congested roadway with several new developments occurring along the corridor. The proposed improvements would improve the capacity of this section of Jackrabbit Trail.

When all three projects ADOT, MCDOT, and Buckeye are complete Jackrabbit Trail will be improved from Van Buren/Blue Horizons Parkway north to Thomas Road.

FUTURE ACTION:

Should the SB1652 be successful, staff will process payment to the State in the amount of \$2.5M 90 days after final adjournment of the State Legislature.

FINANCIAL IMPACT STATEMENT:

Staff is requesting authority to expend \$2.5M of Non-Departmental funds.

BUDGETED:

Yes

FISCAL YEAR:

2022-2023

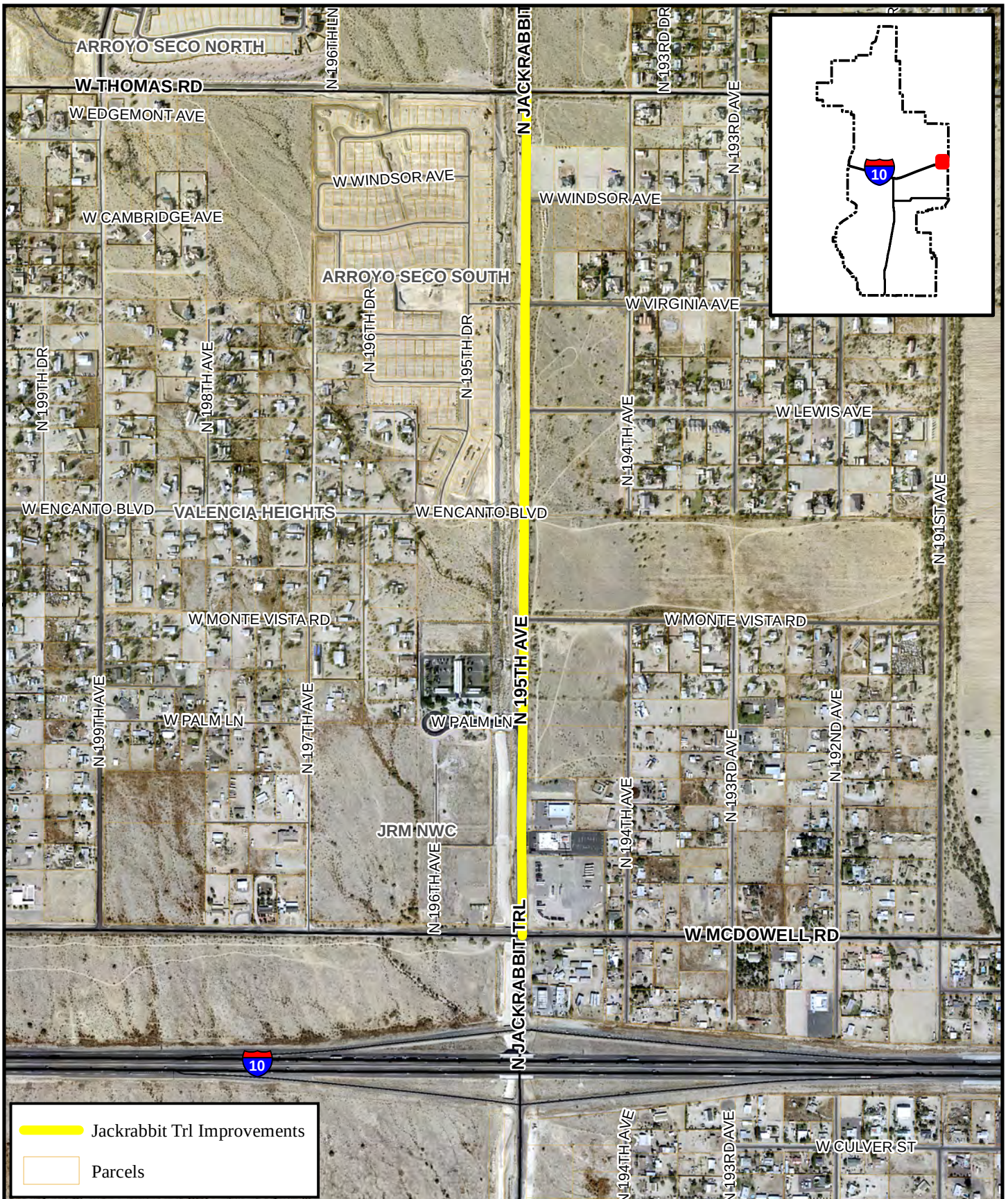
FUND/DEPARTMENT:

10001108-549999

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

ATTACHMENTS:

[Vicinity Map JackrabbitTrlImprovementsl_8x11.pdf](#)



While every effort has been made to ensure the accuracy of this information, the City of Buckeye makes no warranty, expressed or implied, as to its absolute accuracy and expressly disclaims liability for the accuracy thereof.

Jackrabbit Trail Improvements McDowell Rd to Thomas Rd

0 250 500 1,000
Feet

EXHIBIT A



Date: 4/7/2022

Document Name: JackrabbitTrlImprovements1_8x11

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

MEETING DATE: 05/03/22	AGENDA ITEM: 7.F. I-10, SR 85 to Citrus Road General Purpose Improvements
DATE PREPARED: 04/28/22	DISTRICT NO.: 1, 2, 3, 4, 5, 6
STAFF LIAISON: John Willett, Senior Traffic Engineer, jwillett@buckeyeaz.gov, (623) 349-6282	
DEPARTMENT: Engineering	AGENDA ITEM TYPE: Public Meeting / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action authorizing the Mayor and City Manager to allocate \$3M of Non-Departmental Funds within the Fiscal Year 2022-2023 Budget for general purpose lane improvements to the I-10, from SR 85 to Citrus Road, subject to the approval of appropriate state funding and in coordination with the Arizona Department of Transportation.

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:

I-10 is currently under construction to provide a third general purpose lane on I-10 in each direction between SR 85 and Verrado Way. This project would design and construct one additional eastbound and westbound vehicle lane on I-10 between SR 85 and Citrus Road. It would construct the median barrier from SR 85 to Verrado Way and median barrier lighting with light poles from SR 85 to Jackrabbit Trail, completing the "urban" feel of this section of I-10. These improvements will match the current four lanes east of Citrus Road in each direction. The State Legislature would appropriate \$59.6M to the Arizona Department of Transportation via SB1192, requiring that the City make a \$3M contribution to the project. In addition, MAG would also contribute an additional \$10M to the project.

BENEFITS:

Adding the fourth general purpose lane to I-10 between SR 85 and Citrus Road will improve the operation and capacity of I-10 and significantly reduce the congestion and improve the safety of I-10 through the City of Buckeye.

FUTURE ACTION:

Staff will process payment to the State in the amount of \$3M, 90 days after final adjournment of the State Legislature should SB1192 be successful.

FINANCIAL IMPACT STATEMENT:

Staff is requesting authority to expend \$3M of Non-Departmental funds.

BUDGETED:

Yes

FISCAL YEAR:

2022-2023

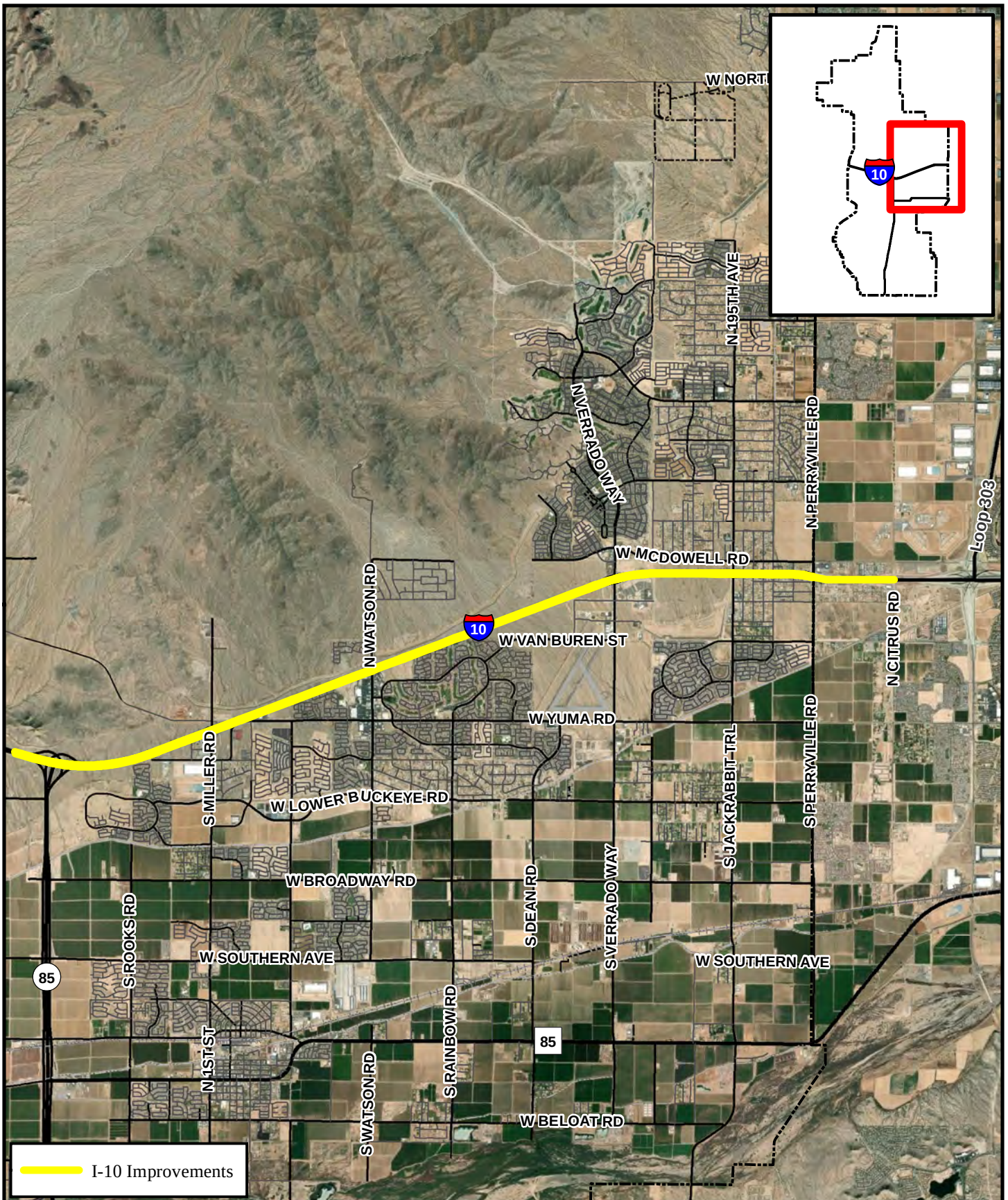
FUND/DEPARTMENT:

10001108-549999

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

ATTACHMENTS:

[Vicinity Map I-10 ImprovementsCitrusSR85_8x11.pdf](#)



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I-10 Improvements (Citrus to SR-85) Added General Purpose Lane

0 0.5 1 2
Miles

EXHIBIT A



Date: 4/7/2022

Document Name: I10ImprovementsCitrusSR85_8x11